



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007

(916) 228-3070 – Fax (916) 228-3079

A G E N D A

9:00 a.m.

Tuesday, January 26, 2016

REGULAR MEETING OF THE GOVERNING BOARD OF SRPSCC

Sacramento Metropolitan Fire District Headquarters

10545 Armstrong Ave - Rooms #384 & 385

Mather, CA 95655-4102

Call to Order

Chairperson

Roll Call Member Agencies

Secretary

Pledge of Allegiance

AGENDA UPDATE: An opportunity for Board members to remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. Duration of comment is limited to three minutes.

CONSENT AGENDA: Matters of routine approval including, but not limited to, Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

| | | |
|--|------|-------|
| 1. Board Meeting Synopsis (December 9, 2015) | Page | 4-11 |
| 2. Special Board Workshop (January 15, 2016) | Page | 12-14 |
| 3. Budget to Actual (November) | Page | 15 |
| 4. Revenues (November) | Page | 16 |
| 5. Overtime Report (November) | Page | 17 |
| 6. Budget to Actual (December) | Page | 18 |
| 7. Revenues (December) | Page | 19 |
| 8. Overtime Report (December) | Page | 20 |

PROPOSED ACTION: Motion to Approve Consent Agenda

PRESENTATION:

1. Longevity Recognition:

Roman Kukharets – 4 years – January 9, 2016

COMMITTEE REPORTS:

| | | |
|---|------|-------|
| 1. Finance Committee (December 8, 2015) | Page | 21-22 |
| 2. Personnel Committee* | | |

ACTION ITEMS:

a. Old Business: Items from previous Board Meeting(s) that have not been resolved and require attention.

None

b. New Business:

| | | |
|---|------|-------|
| 1. Resolution #5-16, Approve Cell Tower Memorandum of Understanding With Sacramento-Valley Limited Partnership (d/b/a Verizon Wireless) | Page | 23-36 |
| 2. Resolution #1-16, Approve Request by City of Isleton to Become A Contracting Agency | | |
| a. Resolution Authorizing City Manager to Enter into Agreement | | |
| b. Services Agreement Between Center and City of Isleton | Page | 37-48 |
| 3. Resolution #2-16, Approve Request by River Delta Fire District to Become a Contracting Agency | | |
| a. Resolution Authorizing Fire Chief to Enter into Agreement | | |
| b. Services Agreement Between Center and River Delta Fire District | Page | 49-60 |
| 4. Resolution #3-16, Sponsor the Department of Veterans Affairs Medical Center as a Secondary Participant on the SRRCS | Page | 61 |
| 5. Resolution #4-16, Adopt Fictitious Name of "The Sacramento Regional Fire/EMS Communications Center ("SRFECC") and Reaffirm The Center's Current Logo | Page | 62-65 |
| 6. Review/Approval of Customer Service Survey | Page | 66-74 |

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON FUTURE AGENDA:

PRESENTATION/INFORMATION:

| | | |
|---|------|-------|
| 1. Communications Center Statistics (November and December) | Page | 75-81 |
|---|------|-------|

CENTER REPORTS: Consolidation of Administrative, Operational and Technical Reports.

| | | |
|------------------------------------|------|-------|
| 1. Chief Executive Director* | | |
| 2. Administrative Services Manager | Page | 82-83 |
| 3. Communications Manager* | | |

CORRESPONDENCE:

| | | |
|--|------|----|
| 1. Letter From Melissa Penilla, Clerk of the Board for Metro Fire, Announcing the Appointment of Communications Division Manager Scott Andrews as Alternate Representative to Sacramento Regional Fire/EMS Communications Center Board | Page | 84 |
| 2. Letter From Fire Chief David Roberts, El Dorado Hills Fire Department, Regarding Potential JPA Membership and Request for a Feasibility Study | Page | 85 |

BOARD MEMBER COMMENTS:

COUNSEL'S REPORT:

ANTICIPATED ACTION ITEMS: These items require board action at a future meeting.

CLOSED SESSION: Included on agenda as needed.

1. **PERSONNEL ISSUES***

Pursuant to California Government Code Section 54957
Action/Discussion to Appoint, Employ, Dismiss, Accept the Resignation of or Otherwise Affect the Employment Status of a Public Employee

2. **CONFERENCE WITH LABOR NEGOTIATORS***

Negotiators: Teresa Murray, Chief Executive Director
Robert E. Kingsley, Counsel

Teamsters: Local 856

Teamsters: Local 150

Unrepresented Employees: All

Pursuant to California Government Code Section 54957.6

Closed session with the Center's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and for represented employees, any other matter within the statutorily provided scope of representation.

3. **CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation***

Pursuant to California Government Code Section 54956.9(b)
The Board will meet in closed session to discuss significant exposure to litigation.
(Four (4) potential cases)

ADJOURNMENT:

The next Regular Board Meeting is February 23, 2016.

Location: Sacramento Metropolitan Fire District 10545 Armstrong Ave, Mather, CA
95655-4102; Board Chambers – Rooms 384-385

Time: 9:00 a.m.

Distribution: Board Members, Alternates and Chiefs

Posted at: Administration Office

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Chief Executive's Office at (916) 228-3070. Notification at least 48 hours prior to the meeting will enable the Center to make reasonable arrangements to ensure accessibility to this meeting.

POSTING:

This is to certify that on January 21, 2016, I posted a copy of the agenda:

-At 10230 Systems Parkway, Sacramento, CA 95827

-on the Center's website which is: www.srfecc.ca.gov

-10545 Armstrong Ave, Mather, CA 95655-4102

This is to certify that I posted a copy of the agenda at 10230 Systems Parkway on January 21, 2016.



SPECIAL SRPSCC GOVERNING BOARD MEETING
December 9, 2015

GOVERNING BOARD MEMBERS

| | |
|-----------------------------|---------------------------------------|
| Chief Ron Phillips | City of Folsom Fire Department |
| Chief Walt White | City of Sacramento Fire Department |
| Deputy Chief Chris Holbrook | Sacramento Metropolitan Fire District |
| Chief Hansen | Cosumnes Community Services District |

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

| | |
|------------------|---------------------------------|
| Teresa Murray | Chief Executive Director |
| Joyce Starosciak | Administrative Services Manager |
| Kylee Soares | Acting Communications Manager |

OTHERS IN ATTENDANCE

| | |
|-------------------------|---------------------------------------|
| Bob Kingsley | General Counsel, SRPSCC |
| Chief Mark Wells | Sacramento Metropolitan Fire District |
| Deputy Chief Lloyd Ogan | City of Sacramento Fire Department |
| Janice Parker | Administrative Analyst, SRPSCC |
| Wendy Crosthwaite | Executive Assistant, SRPSCC |
| Joe Thuesen | Administrative Supervisor, SRPSCC |
| Mike Grace | Training Supervisor SRPSCC |
| Sara Roush | Office Assistant, SRPSCC |
| Tara Poirier | Dispatch Supervisor, SRPSCC |
| Jill Short | Local 852 Representative |
| John Herrera | GIS Coordinator, SRPSCC |
| Matt Wooden | GIS Coordinator, SRPSCC |
| Brad Dorcett | CAD Technician, SRPSCC |
| Jamie Brown | Call Taker, SRPSCC |
| Laura Macias | Call Taker, SRPSCC |
| Elizabeth Strong | Dispatcher, SRPSCC |
| Iris Gulzow | Office Technician, SRPSCC |
| Whitney Walker | Dispatcher, SRPSCC |

1. The meeting was called to order and roll call was taken at 9:03 a.m.
2. The Pledge of Allegiance was recited.
3. There were no agenda updates.
4. PUBLIC COMMENT

None

5. CONSENT AGENDA

A motion was made by Chief Phillips and seconded by Chief Hansen to approve the consent agenda and Board Meeting minutes, November 6, 2015.

AYES: Folsom, City of Sacramento, Sacramento Metro, Cosumnes Community Services District,

NOES:

ABSENT:

ABSTAIN:

Motion carried.

6. PRESENTATION:

1. Presentation of FY 2015/2016 Budget – Sara Roush

A bound copy of the FY 2015/2016 Budget was disseminated to the Board for their review. Ms. Roush said the budget is more than simply a financial document, it is a reflection of the ever-changing story and evolution of SRF ECC for FY 2015/2016 and into the future. Ms. Roush encouraged the members of the Board to provide input as we build our budget for FY 2016/2017.

2. Longevity Recognition:

- a. Laura Macias – 12 years – December 1, 2015
- b. Kylee Soares – 19 years – December 2, 2015
- c. Elizabeth Strong – 11 years – December 6, 2015
- d. Iris Gulzow – 23 years – December 7, 2015
- e. Brad Dorsett – 3 years – December 28, 2015

Acting Communications Manager Kylee Soares congratulated Laura Macias on her 12 years of service to SRF ECC and shared her impressive service performance statistics with the Board, including 79 life saves.

Elizabeth Strong has been with SRF ECC for 11 years and in addition to being a dispatcher with 26 life saves, has been a member of the EMD-Q team, has been a trainer and has contributed significantly to the success of our annual OPST banquets.

Wendy Crosthwaite presented Iris Gulzow with her certificate for 23 years of service to SRF ECC. Iris brings to her position a wealth-spring of knowledge about the history of our organization and its personnel. Her presence is greatly appreciated.

Administrative Services Manager, Joyce Starosciak, congratulated Brad Dorsett on his three year anniversary with the Center. He has advanced from Help Desk Technician to CAD Technician in his short tenure with us. He maintains a very high level of customer service and received the IT Technician of the Year award from NAPCO. He has closed 3677 Help Desk tickets.

Chief Executive Director Teresa Murray expressed her appreciation for the 19 years of service Supervisor Kylee Soares has given to SRF ECC. Currently, Ms. Soares is serving as Acting Communications Manager in Ms. Luis' absence. Supervisor Soares has an outstanding customer service record and has 18 life saves in her dispatch career.

3. Presentation to Supervisor Tara Poirier

Dispatcher Jill Short made a brief presentation to Tara Poirier and thanked her for her service to Local 856 as one of our union representatives.

4. Presentation to Deputy Lloyd Ogan

Chief Executive Director Murray presented the "Strength of Character" award to Deputy Lloyd Ogan for all his support for SRF ECC.

Chief White congratulated and expressed his admiration to Deputy Chief Ogan for his loyalty as well as the many contributions he has made to Sacramento City Fire.

Chief Hansen acknowledged all the personnel who were celebrating anniversaries this month. She also wished Deputy Chief Ogan best wishes on his retirement and said he will be missed.

Chief Phillips echoed Chief Hansen's sentiments and congratulated Deputy Chief Ogan on his retirement.

Deputy Chief Holbrook expressed his appreciation for all of the Center employees celebrating anniversaries. He went on to praise Deputy Chief Ogan on his willingness to assist his "fire" associates whenever they made of request of him.

7. COMMITTEE REPORTS:

A. Finance Committee

The Finance Committee met on November 10, 2015, and the minutes from that meeting were contained in the Board packet.

The Committee discussed the financing of the new CAD system and the implementation of Pulse Point.

The revised minutes from the September 8, 2015, Finance Committee meeting were reviewed and the Committee recommended the acceptance by the full Board of this revised version.

A motion was made by Chief White and seconded by Chief Phillips to accept the revised September 8, 2015, Finance Committee minutes.

AYES: Folsom, City of Sacramento, Sacramento Metro, Cosumnes Community Services District,
NOES:
ABSENT:
ABSTAIN:

Motion carried.

B. Personnel Committee

The Personnel Committee met on November 10, 2015. Minutes from that meeting were contained in the Board packet.

8. ACTION ITEMS:

a. **Old Business:** Items from previous Board Meeting(s) that have not been resolved and require attention.

None

b. **New Business:**

1. **Resolution #14-15, Payment of Funds for the New CAD System**
(*amended version*)

The Board had requested a resolution addressing CAD invoice payments based on successful completion of milestones (deliverables) as outlined in the contract with New World Systems. Per this amended version, Chief Executive Director Murray will meet

with the Finance Committee and present CAD invoices for Committee review prior to issuing payment(s).

A motion was made by Chief Hansen and seconded by Chief White to adopt Resolution #14-15, Payment of Funds for the New CAD System.

AYES: Folsom, City of Sacramento, Sacramento Metro, Cosumnes Community Services District,

NOES:

ABSENT:

ABSTAIN:

Motion carried.

2. Resolution #15-15, Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act.

Resolution #15-15 was tabled until the January 26, 2016, Board Meeting.

3. Election of Board Officers

Chief White nominated Chief Phillips for Board Chairperson, it was seconded by Chief Hansen.

AYES: Folsom, City of Sacramento, Sacramento Metro, Cosumnes Community Services District,

NOES:

ABSENT:

ABSTAIN:

Motion carried.

Chief White nominated Chief Hansen for Board Vice Chairperson, it was seconded by Chief Phillips.

AYES: Folsom, City of Sacramento, Sacramento Metro, Cosumnes Community Services District,

NOES:

ABSENT:

ABSTAIN:

Motion carried.

4. Appointment of Personnel Committee Members

The Personnel Committee will include Chief Hansen and Deputy Chief Costamagna.

5. Appointment of Finance Committee Members

The Finance Committee will include Chief Phillips and Deputy Chief Bridge.

6. Approval of City of Isleton as Contract Agency

This item will be tabled until the January 26, 2016, Board Meeting.

7. Approval of River Delta Fire Protection District as Contract Agency

This item will be tabled until the January 26, 2016, Board Meeting.

8. Discussion/Direction – Equipment Installation for River Delta/Isleton

Delta Wireless had provided a bid addressing the installation costs of equipment to facilitate our acquiring dispatch responsibility for River Delta/Isleton. A portion of the cost will be absorbed by the County of Sacramento and the remainder split among the member agencies. Chief Executive Director Murray asked the Board for approval to move forward with the installation.

The Board unanimously approved her request.

9. Discussion/Direction for Re-Branding SRPSCC Based on the Third Amended JPA Agreement and Name Change

Chief Executive Director Murray said that our organization has done a phenomenal job of branding and marketing SRFEC. Ms. Murray would like to retain the name, while maintaining some language in the charter to allow for the exploration of adding non-fire agencies to our JPA.

Chief White supported retaining the SRFEC name, but had some concerns about the documents that contain the new name, particularly the Third Amended JPA Agreement.

Chief Hansen said the JPA Agreement will be discussed at the upcoming Board Workshop in January. At that time a modification in the language will be addressed.

Chief Phillips agreed with Chief Hansen.

The customer service survey draft will be presented at the January 26, 2016, Board Meeting.

9. ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON FUTURE AGENDA:

Below is a list of items suggested by the Board for potential placement on a future agenda that have not yet been addressed.

1. Creation of a customer satisfaction survey incorporating a statistically viable sampling – *A draft will be presented at the January 26, 2016, Board Meeting.*

10. PRESENTATION/INFORMATION:

11. CENTER REPORTS

A. Chief Executive Director Report

1. Chief Executive Director Murray said during the month of November dispatchers answered all emergency calls within 15 seconds 97.24% of the time and within 40 seconds 99.75% of the time, which exceeds NFP standards.
2. We are moving forward with the assumption of dispatching responsibility for River Delta/Isleton. Twitchell Island equipment is expected to be installed in January, 2016, according to SRRCS. Testing should be concluded by the end of January.

3. Although recently retired, Matt Shank has returned as a volunteer and is working on EMS projects with Joe Thuesen and providing support at the Conference and Training Center as needed.
4. The media rollout for Pulse Point is scheduled for December 14th at Cesar Chavez Park. A soft launch occurred yesterday, and so far it is going well. Three of the four agencies are providing feedback via our Help Desk. The fourth agency has chosen to monitor their own feedback. An FAQ sheet will be created based on this feedback.

Field work was conducted by our IT team to validate AED locations throughout the districts in preparation of the Pulse Point implementation.

5. The New World CAD kickoff has been tentatively scheduled for January 12, 2016. We will finalize the CAD Build team list. Monthly updates will be received from the Build Team.

Chief Executive Director Murray said New World Systems has been purchased by Tyler Technologies and she looks forward to maintaining the same mutually beneficial relationship she had with New World prior to their sale.

In preparation for this CAD build Brad Dorsett has been leading a CAD “clean up” team.

B. Administrative Services Manager Report

1. The Pulse Point implementation has gone well.
2. Cierra Lewandowski and Cindy Chao are in Kronos Work Force Ready timesheet training in preparation for the implementation of our automated timesheet system.
3. A Comcast outage occurred over the past weekend. John Herrera and Shane Steckelberg responded to the Center to move everyone to the redundant AT&T lines and continue uninterrupted “business as usual” throughout the entire outage.

C. Interim Communications Manager Report – Kylee Soares

1. We had a retirement party for Matt Shank on November 6th and he has subsequently returned as a volunteer.
2. In early November, Supervisor Moody conducted ROSS/Region IV training and Matthew Wooden conducted pictometry training sessions at the Conference and Training Center.
3. We held a graduation ceremony for our four dispatch recruits as well as a promotional ceremony for our most recent dispatch supervisor, Tara Poirier, on November 6th.
4. We had two radio incidents where SRRCS put our radio system into site trunking and both incidents went very well.
5. December 2nd & 3rd the Center assumed operational duties for Region IV. This “drill” was conducted to provide “hands-on” training for our staff and seamless transition for any future incidents. We will do this transfer again in February and April.
6. Comm Van 5264 was on location for the California International Marathon this past Sunday.

7. The dispatch shift bid has been completed and vacation bids should be completed today.
8. Since our last Board Meeting dispatch staff has handled: 33 structure fires, nine commercial fires, four fire fatalities, eight level II hazmats, two second alarms, 3 MCI's, a house struck by lightning and formal tornado warnings.
9. On November 13th, Chief Executive Director offered Supervisors Soares and Thuesen the opportunity to assume the role of Interim Communications Manager, and Supervisor Soares expressed her appreciation to the Board and CED Murray.

12. CORRESPONDENCE

1. Letter from Sacramento Metropolitan Fire District Appointing Assistant Chief Eric Bridge as the Alternate Representative to the SRPSCC Governing Board

This correspondence was acknowledged out of order – at the beginning of the meeting.

13. BOARD MEMBER COMMENTS

Chief Executive Director Murray acknowledged that this was Deputy Chief Holbrook's last SRFECC Board Meeting as the Metro representative. She thanked him for his participation on the Board and his kindness and support of the Comm Center.

Chief White congratulated Deputy Chief Holbrook on a "job well done".

Chief Hansen wished everyone safe and happy holidays. She also expressed her appreciation to Deputy Chief Holbrook for serving on the JPA Board.

Chief Phillips wished everyone happy holidays and also thanked Deputy Chief Holbrook for everything.

Chief Holbrook said he was proud of the positive changes that have occurred at the Center and thanked everyone for having had the opportunity to serve with them on the Board.

14. COUNSEL REPORT

None

15. ANTICIPATED ACTION ITEMS

16. CLOSED SESSION

1. PERSONNEL ISSUES*

Pursuant to California Government Code Section 54957
Action/Discussion to Appoint, employ, dismiss, Accept the Resignation of or Otherwise Affect the Employment Status of a Public Employee

2. CONFERENCE WITH LEGAL COUNSEL: Existing Litigation*

Pursuant to California Government Code Section 54956.9(d)
The Board will meet in closed session to discuss the following case

California Fire Chiefs Association, Inc. v. Howard Backer, et al.
Case No. CV-02351-TLN-AC

3. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

Pursuant to California Government Code Section 54956.9(b)
The Board will meet in closed session to discuss significant exposure to litigation
Six (6) cases

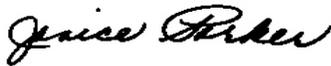
Closed session was convened at 10:03 a.m.

Open session was reconvened at 11:47 a.m. The Board received an update regarding Cal Chiefs' litigation; no action was taken.

The Board received updates regarding personnel issues and anticipated litigation; direction was given, no action was taken.

17. The meeting of the Governing Board was adjourned at 11:47 a.m. until the next Meeting of the Governing Board scheduled for 9:00 a.m., January 26, 2016, at Metro Board Chambers, 10545 Armstrong Ave – Rooms #384-385, Mather, CA 95655-4102.

Respectfully submitted,



Janice Parker
Clerk of the Board

Chris Holbrook, Chairperson

Ron Phillips, Vice Chairperson

SPECIAL WORKSHOP: 3rd Amended JPA Agreement
April 14, 2015

GOVERNING BOARD MEMBERS

| | |
|--------------------------|--------------------------------------|
| Chief Ron Phillips | City of Folsom Fire Department |
| Chief Tracey Hansen | Cosumnes Community Services District |
| Chief White | City of Sacramento Fire Department |
| Deputy Chief Eric Bridge | acramento Metropolitan Fire District |

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

| | |
|------------------|---------------------------------|
| Teresa Murray | Chief Executive Director |
| Linda Luis | Communications Manager |
| Joyce Starosciak | Administrative Services Manager |

OTHERS IN ATTENDANCE

| | |
|-------------------|--|
| Bob Kingsley | General Counsel, SRFEC |
| Chad Wilson | Division Chief, City of Folsom Fire Department |
| Janice Parker | Administrative Analyst, SRFEC |
| Wendy Crosthwaite | Executive Assistant, SRFEC |
| Joe Thuesen | Administrative Supervisor, SRFEC |
| Kylee Soares | Operations Supervisor, SRFEC |

1. The meeting was called to order and roll call was taken at 1:04 p.m.
2. Chief White lead the Board and meeting attendees in the Pledge of Allegiance.
3. Letter From City of Folsom, City Manager, Evert Palmer, Appointing Division Chief Chad Wilson as Alternate Board Representative to the JPA Board.

Correspondence had been moved out of order on the agenda to officially acknowledge Division Chief Chad Wilson as alternate Board representative for City of Folsom Fire Department.

A copy of the letter had been included in the Board packet.

4. PUBLIC COMMENT

None

5. PRESENTATION INFORMATION:

- A. Joint Powers Authority Agreement and the Authority Granted to Board Representatives and Alternates by the Agreement

Counsel disseminated a handout highlighting the evolution of the JPA . The Joint Powers Agreement has been amended three times to incorporate changes in the make- up of our member agencies. When the City of Sacramento joined the JPA the voting structure was changed from one–agency, one-vote, to weighted voting based on call volume.

A complete history of the JPA has been compiled and is available for review.

Much of the JPA agreement has remained unchanged since 1978, with the notable exception of the weighted voting. Counsel noted that either primary or alternate Board

representative has the power to cast a vote on behalf of their agency. The representative and alternate are selected by their own Boards for participation on the JPA Board.

JPA's have the power to exercise any power that is common to all members. There is no legal requirement to coordinate with members' Boards to take action on behalf of the JPA. According to the approved JPA agreement each Board member has been awarded the authority to vote on JPA issues without seeking permission of their Boards.

Chief Hansen suggested creating and adopting a Board policy establishing the qualifications for a Board representative or alternate appointee.

In order to convene a meeting, 2/3 of the Board, based on weighted voting, must be present to have a quorum. Action occurs when 2/3 of the Board votes to approve an item. Chief Hansen reminded the members that the make-up of the Board has changed and the weighted vote does at times provide a challenge when attempting to move Board business forward.

If a quorum is not present, the members may adjourn the gathering and set a meeting for a specific day and time without having to repost the agenda. A Special Board Meeting is a meeting outside of our established Board Meeting schedule and notice requirement is only 24 hours rather than the standard 72 hour posting requirement. Remote participation is possible as long as there is public access at the remote location and the agenda has been posted.

If both the elected Chair and Vice-Chair are not in attendance, the first order of business of the meeting would be to appoint a Chair for the duration of the meeting.

Our 3rd Amended JPA states the debts incurred by the JPA, must be satisfied by the agencies according to their pro-rata share even if the member leaves the JPA.

In order for an agency to withdraw from the JPA they must provide notice no later than October 1st for withdrawal as of the following June 30th. The agency must either satisfy their financial obligations to the JPA or have made contractual arrangements to satisfy their financial obligation prior to June 30th – date of withdrawal.

Any excess funds at the close of the fiscal year belong to the Center and no longer belong to the contributing agencies. The assigned Board member from each agency has the authority to determine what is done with the excess funds of the JPA such as; deposit into the CIP or return to agencies.

This 3rd Amended JPA agreement changed the formal name of the JPA to address potential additions of agencies outside of fire and medical, but our branding is associated with our previous name. However, in order to facilitate the use of our previous name, Counsel will file a DBA with the County, rather than the Secretary of State.

Chief Hansen said this was a very helpful exercise and would like to provide this same educational experience for each of our Board's members so they are clear regarding the authority the adoption of this JPA agreement provides.

Chief Executive Director Murray said she anticipates some savings from this fiscal year and would like to avoid any delay regarding the disposition of the funds based on an individual Board member's financial decision making limitations.

Chief White and Deputy Chief McLaughlin thanked Mr. Kingsley for conducting this workshop.

Chief Phillips asked if Board Policies are consistent with the JPA agreement and Mr. Kingsley felt they were.

6. The meeting of the Governing Board Workshop was adjourned at 2:24 p.m. until the next Regular Meeting of the Governing Board scheduled for 9:00 a.m., January 26 2016, at Metro Board Chambers, 10545 Armstrong Ave – Rooms #384-385, Mather, CA 95655-4102.

Respectfully submitted,



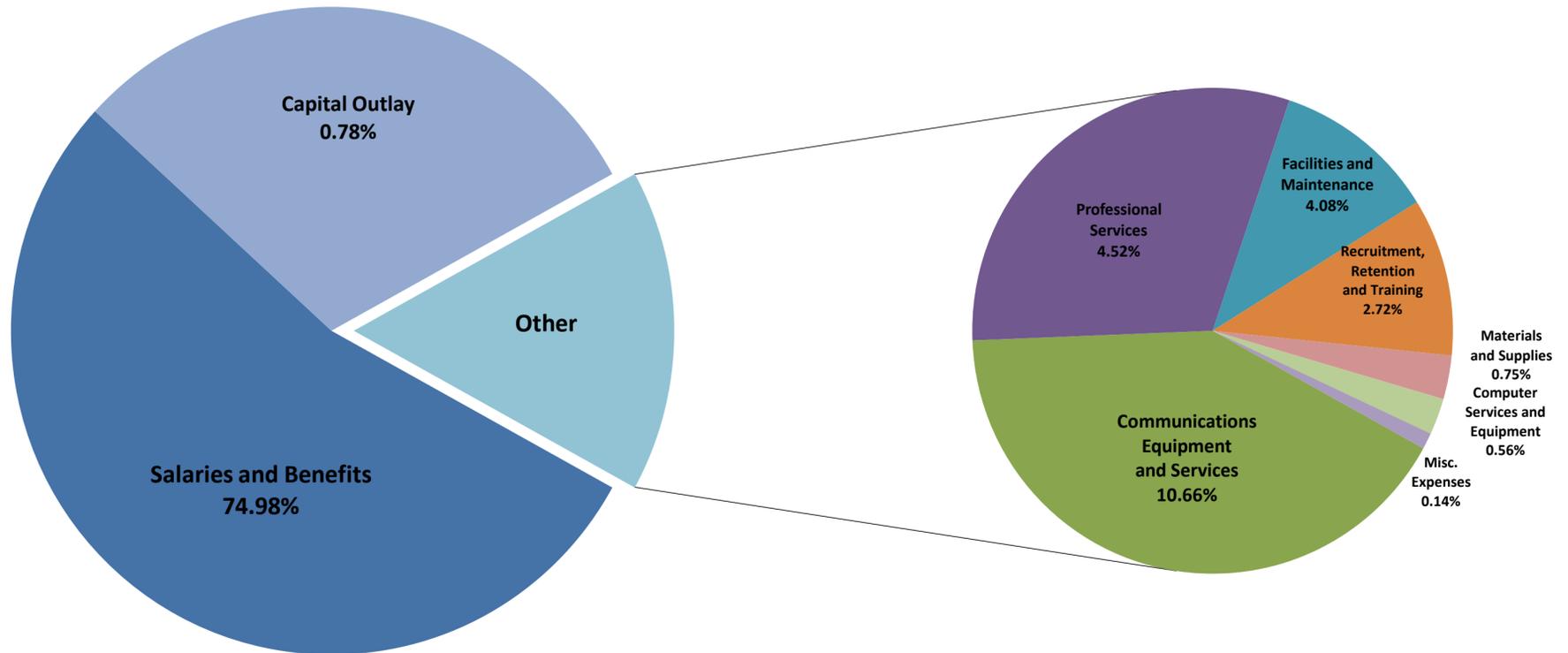
Janice Parker
Clerk of the Board

Ron Phillips, Chairperson

Tracey Hansen, Vice Chairperson

Sacramento Regional Fire/EMS Communications Center
 Fiscal Year 2015-2016
 Monthly Budget to Actual Report
 As of November 30, 2015

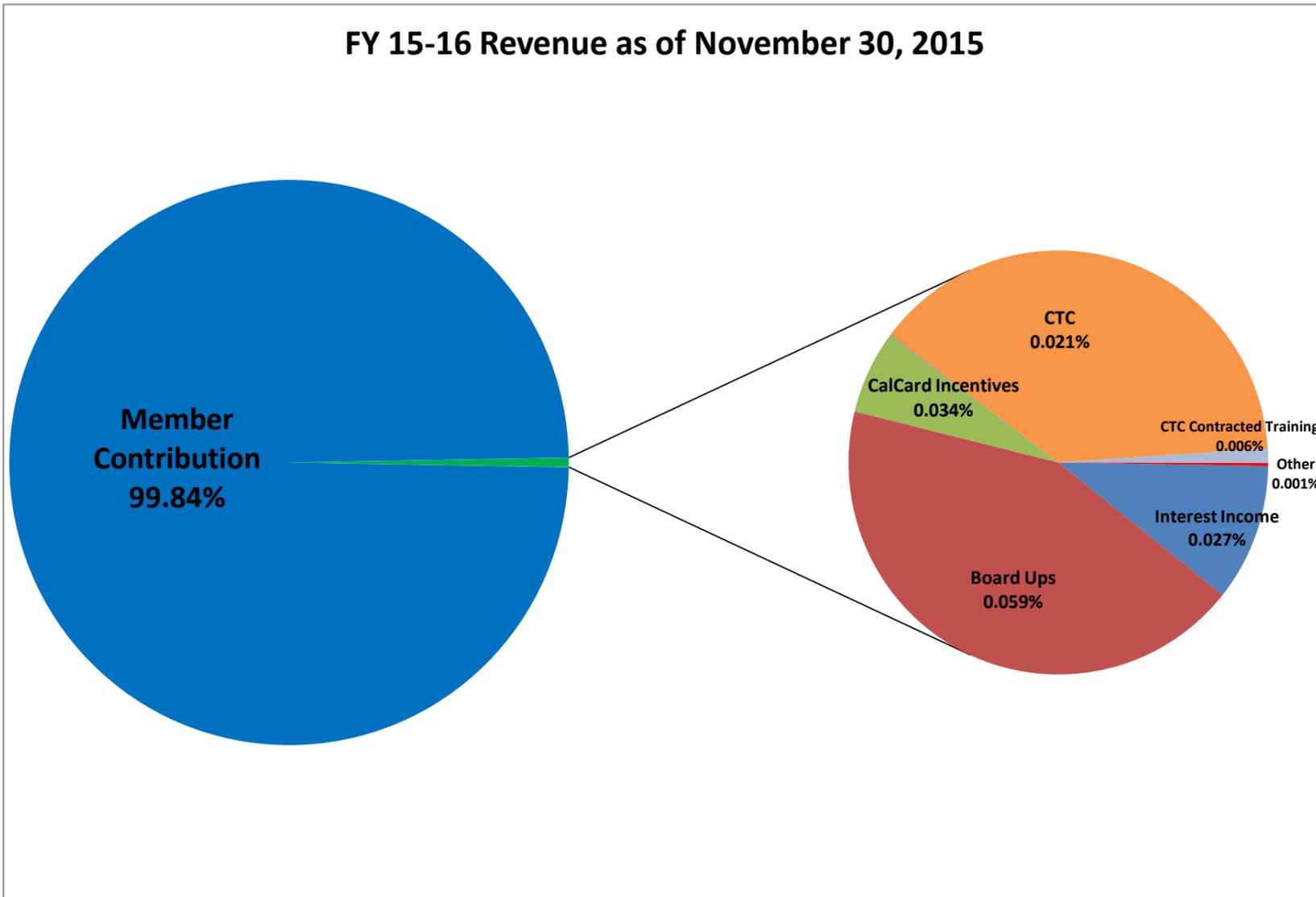
Budget to Actual - FY 15/16
 As of November 30, 2015



| Budget to Actual - FY 15/16 As of November 30, 2015 | | | | | |
|--|------------------|-----------------------|-------------------|--------------------------|------------------------|
| Expenses | FY 15/16 Budget | YTD Expenses 11/30/15 | % of YTD Expenses | \$ Under / (Over) Budget | % Under/ (Over) Budget |
| Salaries and Benefits | 6,441,629 | 2,533,772 | 53.80% | 3,907,857 | 61% |
| Communications Equipment and Services | 1,137,777 | 312,456 | 6.63% | 825,321 | 73% |
| Professional Services | 420,505 | 232,824 | 4.94% | 187,681 | 45% |
| Facilities and Maintenance | 177,305 | 82,838 | 1.76% | 94,467 | 53% |
| Recruitment, Retention and Training | 126,263 | 79,218 | 1.68% | 47,046 | 37% |
| Capital Outlay | 909,714 | 1,419,806 | 30.15% | (510,092) | -56%* |
| Materials and Supplies | 91,300 | 22,062 | 0.47% | 69,238 | 76% |
| Computer Services and Equipment | 230,200 | 18,269 | 0.39% | 211,931 | 92% |
| Misc. Expenses | 20,000 | 8,039 | 0.17% | 11,961 | 60% |
| Total | 9,554,693 | 4,709,285 | 100% | 4,845,409 | 51% |

| | |
|---|-----|
| Days Remaining in Budget Period/Days YTD in Budget Period | 58% |
|---|-----|

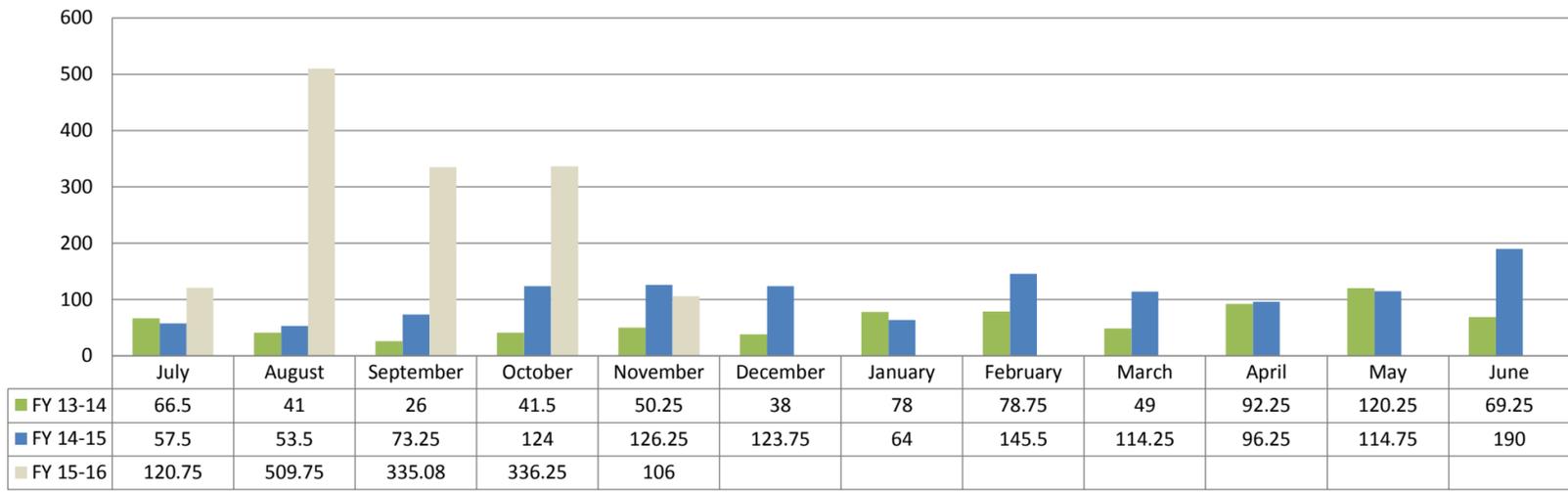
FY 15-16 Revenue as of November 30, 2015



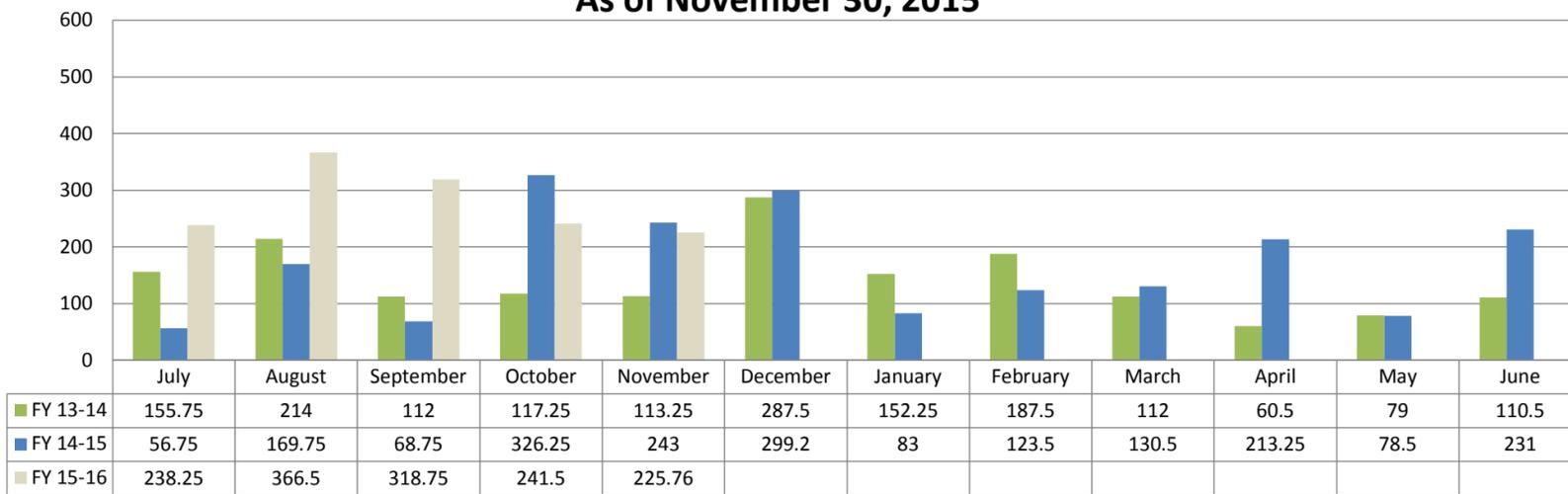
| Revenues - FY 15/16 As of November 30, 2015 | | |
|--|-----------------------------------|---------------------------------------|
| | FY 15/16 Preliminary Budget | Revenue Received as of 11/30/15 |
| Member Contribution | 8,003,132 | 4,326,094 |
| Metro E Reimbursement | 10,000 | |
| Reimb. Revenue - Backbone | 69,600 | |
| Reimb. Revenue - SETNA Training | 3,000 | |
| Other: | | |
| Interest Income | 6,000 | 2,389 |
| Board Ups | 19,000 | 9,856 |
| CalCard Incentives | 2,000 | 1,461 |
| Notary | 100 | 10 |
| Admin-Fee Backbone | 400 | |
| CTC | 10,000 | 8,828 |
| CTC Contracted Training | 500 | 250 |
| Other | 1,100 | 50 |
| Total Other | 39,100 | 22,843 |
| Total | 8,124,832 | 4,348,937 |

*Numbers based on revenues received rather than revenues earned

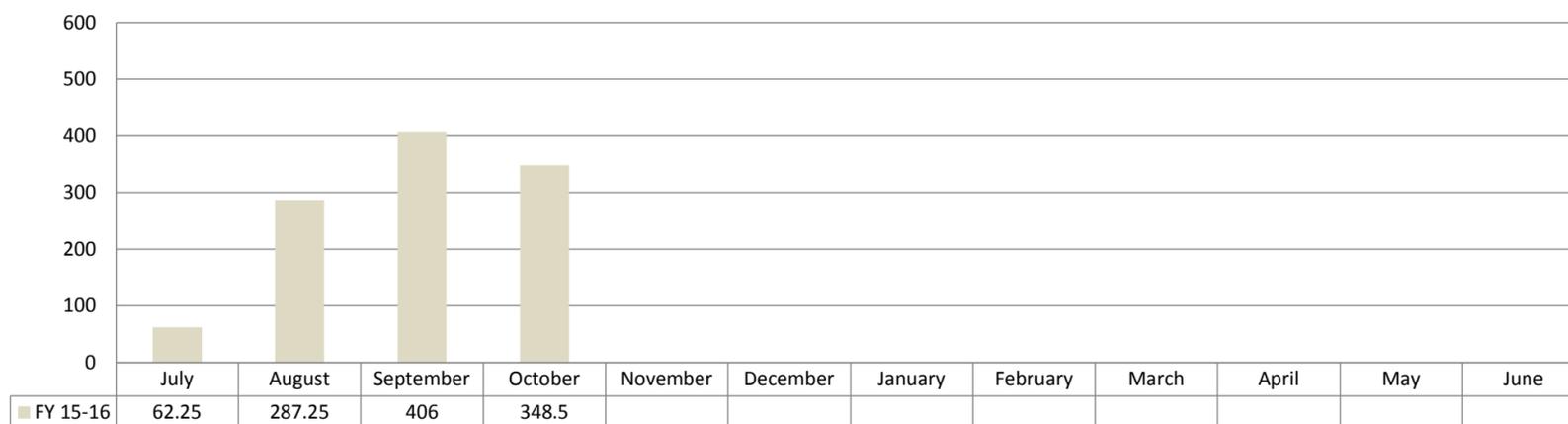
**FY 15-16 Comparative OT Report
 Admin Staff
 As of November 30, 2015**



**FY 15-16 Comparative OT Report
 Communications Staff
 As of November 30, 2015**



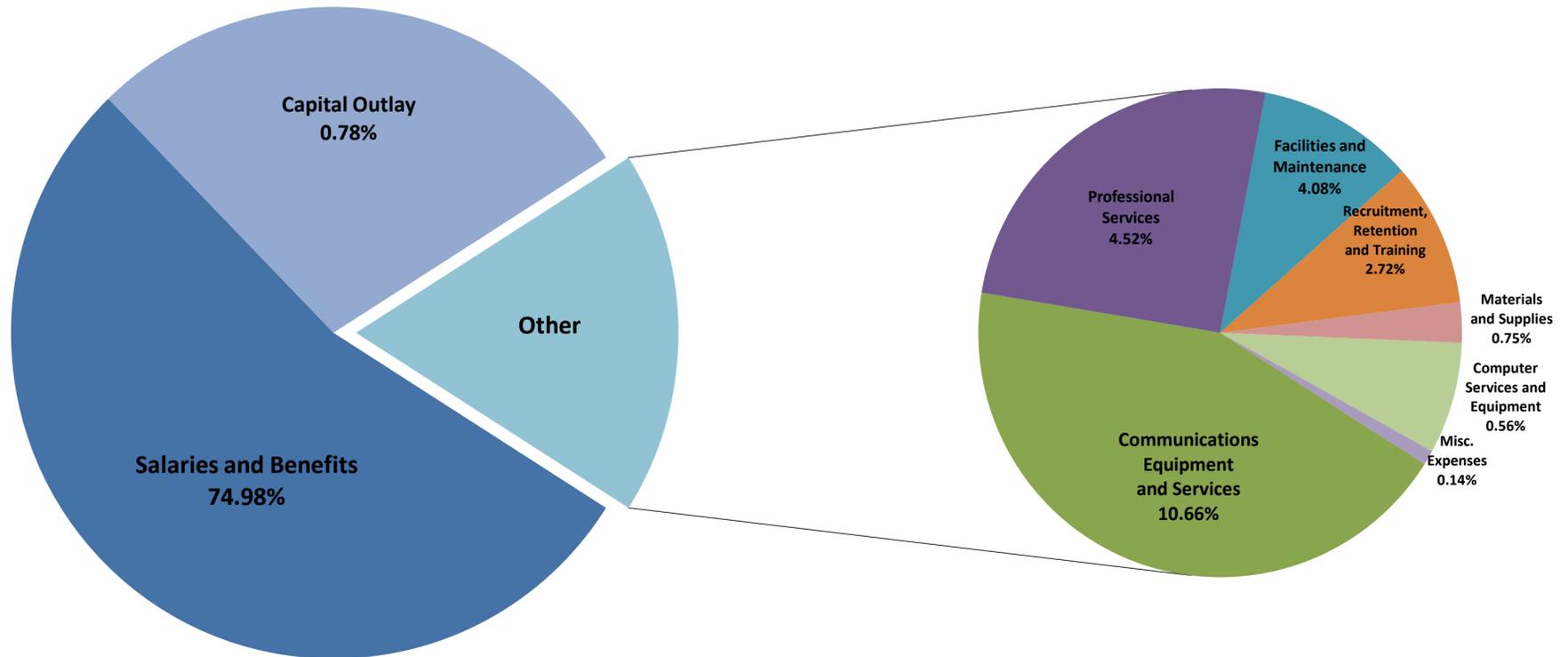
**FY 15-16 OT Hours resulting from OES Deployment
 As of November 30, 2015**



Please note that OT due to OES deployment is included in Admin and Communications Staff OT numbers

Sacramento Regional Fire/EMS Communications Center
 Fiscal Year 2015-2016
 Monthly Budget to Actual Report
 As of December 31, 2015

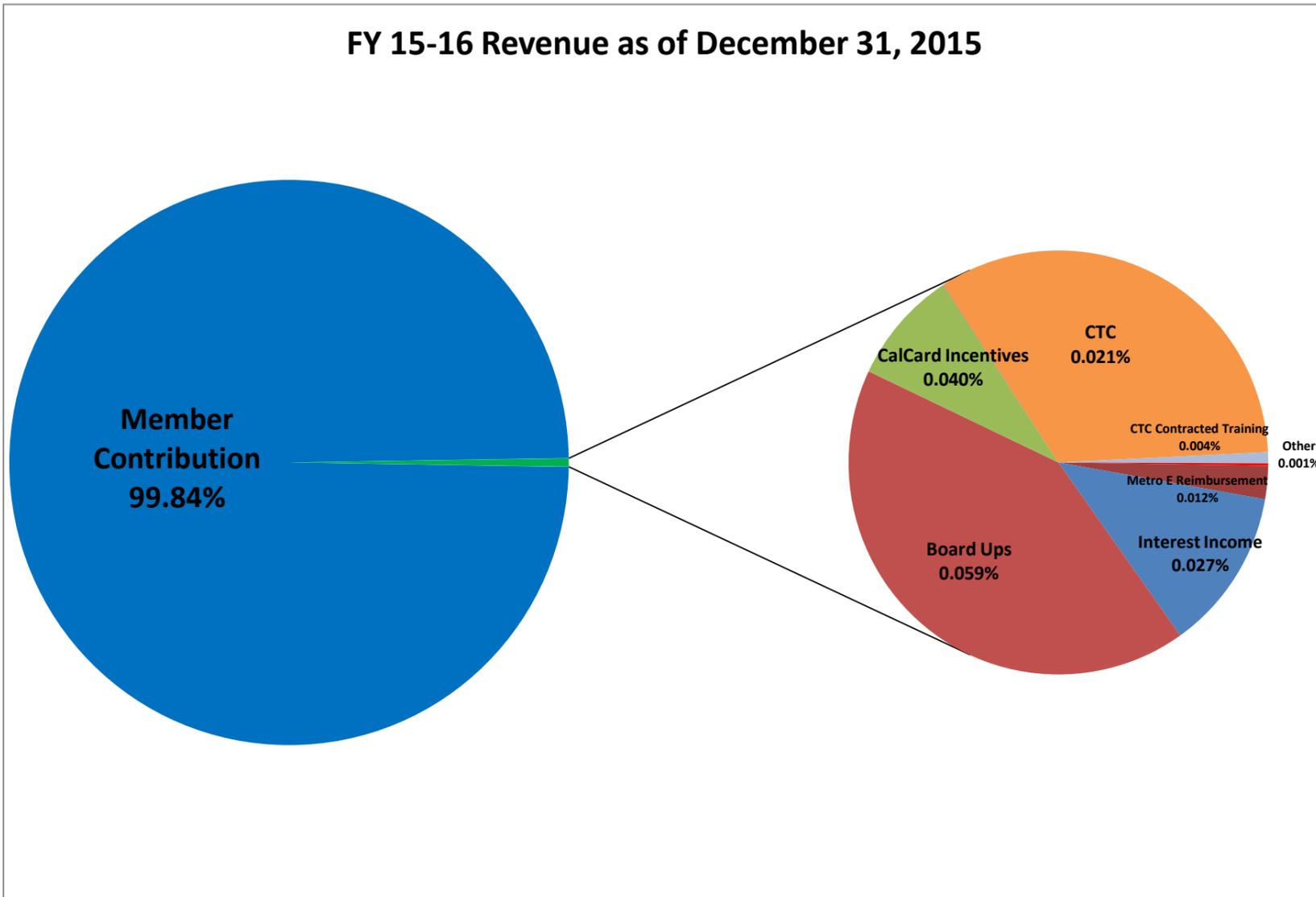
Budget to Actual - FY 15/16
 As of December 31, 2015



| Budget to Actual - FY 15/16 As of December 31, 2015 | | | | | |
|--|------------------|-----------------------|-------------------|--------------------------|------------------------|
| Expenses | FY 15/16 Budget | YTD Expenses 12/31/15 | % of YTD Expenses | \$ Under / (Over) Budget | % Under/ (Over) Budget |
| Salaries and Benefits | 6,441,629 | 2,728,191 | 53.71% | 3,713,438 | 58%* |
| Communications Equipment and Services | 1,137,777 | 399,737 | 7.87% | 738,040 | 65% |
| Professional Services | 420,505 | 232,564 | 4.58% | 187,941 | 45% |
| Facilities and Maintenance | 177,305 | 96,127 | 1.89% | 81,178 | 46% |
| Recruitment, Retention and Training | 126,263 | 87,174 | 1.72% | 39,090 | 31% |
| Capital Outlay | 909,714 | 1,434,801 | 28.25% | (525,087) | -58%* |
| Materials and Supplies | 91,300 | 24,307 | 0.48% | 66,993 | 73% |
| Computer Services and Equipment | 230,200 | 67,824 | 1.34% | 162,376 | 71% |
| Misc. Expenses | 20,000 | 8,926 | 0.18% | 11,074 | 55% |
| Total | 9,554,693 | 5,079,651 | 100% | 4,475,042 | 47% |

| | |
|---|-----|
| Days Remaining in Budget Period/Days YTD in Budget Period | 50% |
|---|-----|

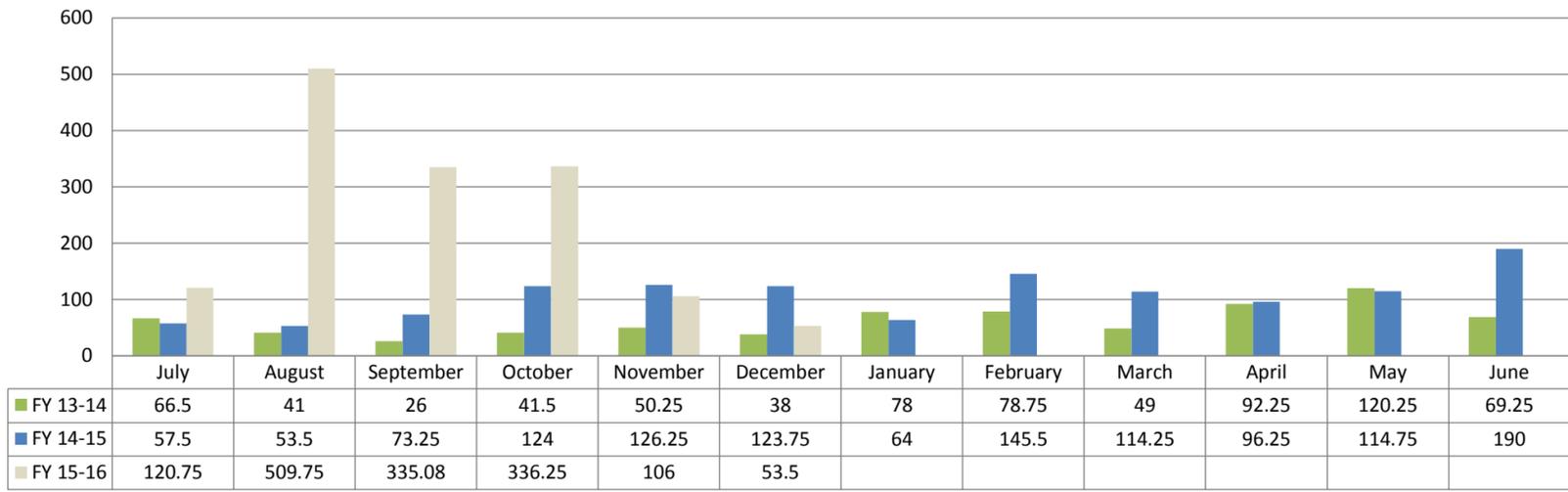
FY 15-16 Revenue as of December 31, 2015



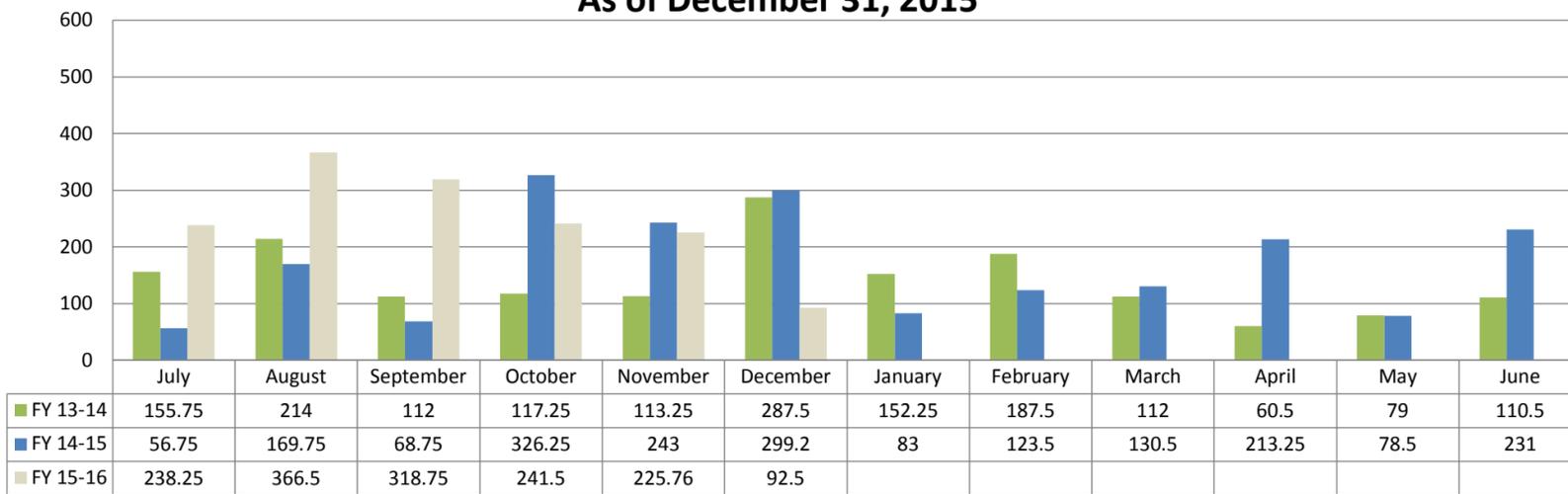
| Revenues - FY 15/16 As of December 31, 2015 | | |
|--|-----------------------------------|---------------------------------------|
| | FY 15/16 Preliminary Budget | Revenue Received as of 12/31/15 |
| Member Contribution | 8,003,132 | 6,283,661 |
| Metro E Reimbursement | 10,000 | 749 |
| Reimb. Revenue - Backbone | 69,600 | |
| Reimb. Revenue - SETNA Training | 3,000 | |
| Other: | | |
| Interest Income | 6,000 | 3,637 |
| Board Ups | 19,000 | 12,325 |
| CalCard Incentives | 2,000 | 2,552 |
| Notary | 100 | 10 |
| Admin-Fee Backbone | 400 | |
| CTC | 10,000 | 9,828 |
| CTC Contracted Training | 500 | 250 |
| Other | 1,100 | 50 |
| Total Other | 39,100 | 28,651 |
| Total | 8,124,832 | 6,313,061 |

*Numbers based on revenues received rather than revenues earned

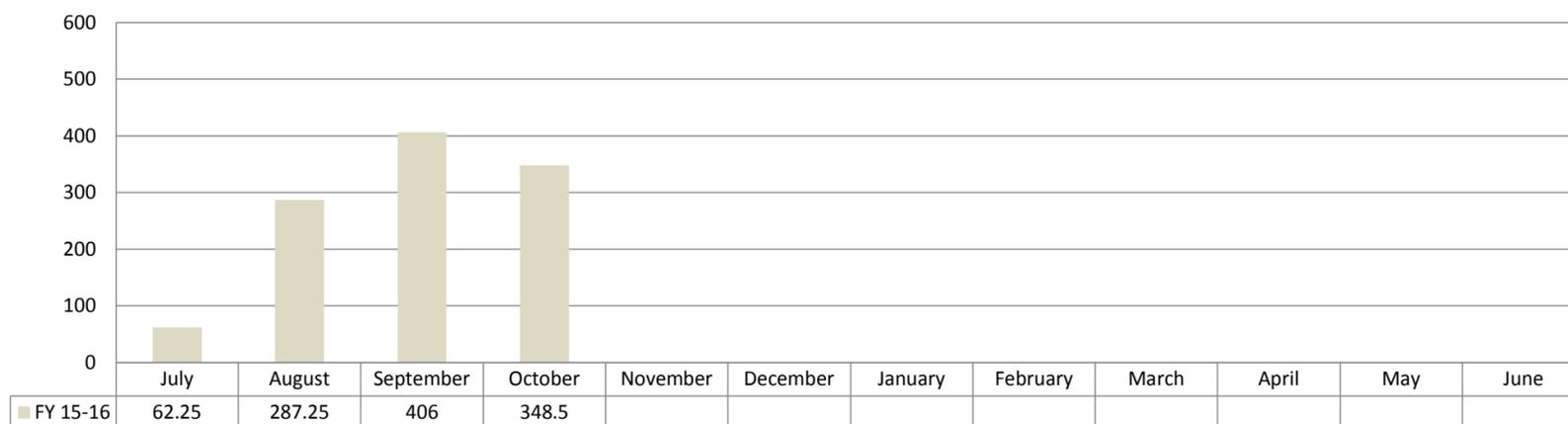
**FY 15-16 Comparative OT Report
 Admin Staff
 As of December 31, 2015**



**FY 15-16 Comparative OT Report
 Communications Staff
 As of December 31, 2015**



**FY 15-16 OT Hours resulting from OES Deployment
 As of December 31, 2015**



Please note that OT due to OES deployment is included in Admin and Communications Staff OT numbers

FINANCE COMMITTEE MEETING
December 8, 2015

GOVERNING BOARD MEMBERS

| | |
|--------------------|--|
| Chief Hansen | Cosumnes Community Services District Fire Department |
| Chief Ron Phillips | City of Folsom Fire Department |

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

| | |
|---------------|--------------------------|
| Teresa Murray | Chief Executive Director |
|---------------|--------------------------|

OTHERS IN ATTENDANCE

| | |
|-------------------|---------------------------------|
| Joyce Starosciak | Administrative Services Manager |
| Janice Parker | Administrative Analyst, SRFECC |
| Wendy Crosthwaite | Executive Assistant, SRFECC |
| Sara Roush | Accounting Assistant, SRFECC |

1. The meeting was called to order and roll call was taken at 10:30 a.m.
2. There was no public comment.
3. Presentation of Final Budget FY 2015/2016

Sara Roush will be presenting this formalized version of the Final Budget FY 2015/2016, at the December 9th Board Meeting. The Final Budget FY 2015/2016 has already been adopted, but the document has been formatted for submittal to GFOA for award consideration. Chief Executive Murray said how proud she is of the budget document and the entire Accounting Team for all the work they have put into creating this budget.

Chief Phillips noticed an increase in admin overtime that was attributed to deployments. He suggested we add an additional column listing deployment hours separately.

4. Review/Approval of Resolution #14-15, Transfer of Funds and Authorization for CAD System Payment

Chief Phillips said the revised language of this resolution incorporates review of the CAD invoices by the Finance Committee prior to issuing payment as a means of “checks and balances”.

The Committee supported and will recommend to the full Board, adoption of this resolution.

5. Review/Approval of Resolution #15-15, Fixing the Employer’s Contribution Under the Public Employees’ Medical and Hospital Care Act

CalPERS recommended a revision to the language of our previously adopted resolution. We submitted it to counsel for review and he agreed with the recommended changes. Resolution #15-15, Fixing the Employer’s Contribution Under the Public Employees’ Medical and Hospital Care Act will be brought before the full Board for adoption at the December 9th Board Meeting.

6. Review/Approval of Revised Finance Minutes (September 8, 2015)

The revised version of the Finance Committee minutes from the September 8, 2015, Finance Committee Meeting were reviewed and the Committee will recommend acceptance by the full Board.

The Finance Committee adjourned at 10:42 a.m. until the next regular Meeting of the Finance Committee on January 12, 2016, at 10:30 a.m. at Sacramento Regional Fire/EMS Communications Center, 10230 Systems Parkway, Sacramento, CA 95827.

Respectfully submitted,



Janice Parker
Clerk of the Board

Ron Phillips, Chairperson

Tracey Hansen, Vice Chairperson



*Sacramento Regional Public Safety Communications Center
10230 Systems Parkway, Sacramento, CA 95827-3006
(916) 228-3070 – Fax (916) 228-3079*

RESOLUTION NO. #5-16

**BEFORE THE GOVERNING BOARD OF THE
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER**

**(Approval of Memorandum of Understanding with Verizon Wireless
Concerning Potential Interference from Proposed New Cell Tower)**

WHEREAS, Sacramento-Valley Limited Partnership (a California limited partnership, d/b/a “Verizon Wireless” (“Verizon”)) has applied for a Limited Use Permit (“Permit”) from the City of Rancho Cordova to construct and operate a new Cell Tower at 10240 Systems Parkway, Sacramento, California; and

WHEREAS, 10240 Systems Parkway is adjacent to the headquarters building of the Sacramento Regional Public Safety Communications Center (“Center”); and

WHEREAS, Verizon’s use of the Cell Tower has the potential to interfere with the Center’s essential public safety radio transmission and dispatch; and

WHEREAS, Condition 18 of the Permit provides that if Center and Verizon enter into an agreement to minimize possible interference issues, that agreement shall constitute the conditions to prevent and mitigate potential interference by the Cell Tower to Center’s public communications systems; and

WHEREAS, Verizon has agreed to enter into the Memorandum of Understanding (“MOU”) that is attached as Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by this Governing Board:

1. The MOU that is attached as Exhibit A to this Resolution is approved.
2. The Center will remove its objection to the issuance of the Permit when Verizon has executed the MOU and a memorandum of the MOU has been recorded with the Sacramento County Recorder’s Office.
3. The Chief Executive Director is authorized and directed to execute the MOU on behalf of the Center, and to perform any actions, and execute any and all documents, which are necessary to effect the intent of this Resolution and the MOU.

THIS RESOLUTION was duly passed and adopted by the Governing Board of the Sacramento Regional Public Safety Communications Center at a regular meeting held on the 26th of January, 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and Approved by me after its passage.

Representative for Cosumnes Community
Services District Fire Department

Representative for Sacramento Fire
Department

Representative for Sacramento Metropolitan
Fire District

Representative for City of Folsom Fire
Department

ATTEST:

Secretary to the Governing Board

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made as of January __, 2016 between the Sacramento Regional Public Safety Communications Center, a California Joint Powers Agency, with offices at 10230 Systems Parkway, Sacramento, California 95827-3006 (“Center”) and Sacramento-Valley Limited Partnership, a California limited partnership, d/b/a Verizon Wireless (“Verizon”) (Center and Verizon are also collectively referred to as “Parties” and individually as “Party”).

RECITALS

1. Verizon is the owner of a cellular communications tower (“Cell Tower”) that it proposes to locate at 10240 Systems Parkway, Sacramento, California, 95827 (“Property”). The Property and the placement of the Cell Tower are described in more detail in Exhibit A to this MOU, which is incorporated by this reference, and made a part of this MOU, as if fully set forth.
2. Center is located at 10230 Systems Parkway, Sacramento, California 95827 on the same parcel as the proposed Cell Tower site. Center is the dispatch center for Sacramento County 9-1-1 medical emergency calls, and serves as the emergency operations center in case of a county-wide emergency. It is also the backup dispatch center for the California Highway Patrol in this region.
3. The City of Rancho Cordova (“City”) has zoning jurisdiction over the Property and the authority to impose conditions on the Limited Use Permit for the Cell Tower, subject to the preemption jurisdiction of the Federal Communications Commission (“FCC”).
4. Verizon has conducted cellular signal interference studies (“Studies”) and Center’s technical expert has responded thereto.
5. Center has requested that Verizon relocate the proposed Cell Tower to another location at least one (1) to two (2) miles from Center’s existing tower.
6. Verizon has refused to relocate the Cell Tower to a secondary site, but has agreed to negotiate this MOU with the Center to address the concerns of Center regarding potential interference.
7. On October 14, 2015, City held a properly noticed public hearing on the proposed Cell Tower.
8. At the hearing, City issued to Verizon a Limited Use Permit (“Permit”) and Conditions of Approval for the Cell Tower (“Conditions”).

9. Condition of Approval No. 18 reads as follows: “Should Verizon and the Center enter into an agreement to minimize possible interference issues, the Agreement shall serve as compliance for the conditions pertaining to avoiding potential interference issues.”
10. The Parties agree that the terms of this MOU adequately address Center’s concerns about potential interference and this MOU fulfills the compliance set forth in Condition of Approval 18 described above. The parties therefore agree that the City should modify the Conditions as set forth in paragraph A.2 below.

Now, therefore, the Parties agree as follows:

A. SPECIFIC PROVISIONS

1. In order to address Center’s concerns about interference, Verizon agrees to the following:
 - a. Verizon hereby designates its Network Operations Center (“NOC”), telephone number (800) 264 - 6620 as its 24/7 contact with the authority to address reports/complaints of interference with the public safety communications frequencies of Center. Upon contact with the NOC, Center shall provide the site name (Missile Way) and number (265255) to assist Verizon in responding promptly to any report of interference.
 - b. If interference is predicted in a study described in these conditions, Verizon will take all reasonable, necessary steps to eliminate such interference prior to commencement of operation of the Cell Tower.
 - c. No equipment (including transmitters) that operates in the cellular A Band (869-880, 890-891.5 MHz) or the ESMR band (862-869 MHz) may be placed on the Cell Tower.
 - d. Omitted.
 - e. If interference occurs after commencement of operation of the Cell Tower, Verizon shall promptly cooperate with Center to determine whether the facility is causing the interference in question, and if so, shall take all reasonable, necessary steps in order to eliminate such interference at the earliest practicable time. If Verizon is determined to be the cause of the interference, Verizon shall be responsible for all labor and equipment costs for determining the source of the interference, and all costs associated with eliminating the interference (including but not limited to filtering, installing cavities, installing directional antennas, powering down systems, and engineering analysis). If Verizon is not determined to be the cause of the interference, all such costs shall be borne by Center.
 - f. Verizon’s failure to timely address or resolve confirmed interference with Center’s public safety communications radio signals will constitute a

material violation of the conditions of this MOU and Center may take any lawful action to ensure that the interference ceases promptly.

- g. As used in this MOU, the term “collocation” shall mean the installation of any third party’s antennas or other transmission equipment on the Cell Tower, and also includes the subsequent modification of any such third-party equipment at any time, but does not include the installation or modification of any equipment owned or operated by Verizon.
- h. Prior to initial construction by Verizon or any collocation by any third party, Verizon will complete an interference study, including, but not limited to, an intermodulation study conducted by a qualified radio engineering firm approved by Center, such approval not to be unreasonably withheld, to ensure that the Cell Tower does not cause interference with public safety communication radio signals in the 700 MHz or 800 MHz band. The study will evaluate the potential for interference using worst-case assumptions (i.e., all antennas transmitting simultaneously at full power on all frequencies), and will address the potential for interference with all public safety radios used by Center personnel, including: (1) personal radios of personnel on the ground at Center (both inside and outside Center headquarters); (2) mobile radios at Center; and (3) radios located inside the Center headquarters. The study will be set forth in an interference report. If the study predicts any interference with any of the Center’s radios, it must also specify mitigation measures required to prevent such interference, and Verizon shall be responsible for implementing those measures, or equivalent mitigation measures approved by the Center (such approval not to be unreasonable withheld) prior to the commencement of the construction or collocation. The report generated by Verizon is subject to review and approval by a technical expert of Center, who must be a licensed engineer with expertise in radio-frequency interference and Verizon shall not proceed with the construction or collocation until said report is approved by Center, provided, however, that such approval is not to be unreasonably withheld, and that Center shall approve or reject the report within two (2) weeks of receiving it or shall be deemed to have approved it.
- i. The covenants set forth in this MOU shall be binding on Verizon, and its successors and assigns, as covenants running with the land appurtenant to the real property, and Verizon shall cause a pro forma memorandum of this MOU to be recorded with the Recorder’s Office of Sacramento County within ten (10) days of the full execution of this MOU.

j. After completion of initial construction by Verizon or any collocation by any third party, but prior to commencement of operation, Verizon will cooperate with Center to complete a test, at Center's sole cost and expense, conducted by a qualified radio engineering firm to ensure that the Cell Tower does not cause harmful interference to Center's public safety radio receivers operating within the frequencies lawfully used by Center. Testing shall include, at a minimum, effective sensitivity testing of all applicable receivers where the baseline sensitivity (cell site off) is compared to the effective sensitivity with all Cell Tower radios keyed simultaneously at full operating power. Receiver desense measured greater than 1.5 dB shall be further investigated and mitigated through filtering, antenna relocation or other means. Interference mitigation shall be performed at Verizon's expense. The test shall include measurements of interference to: a) portable radios of personnel on the ground at Center (both inside and outside Center's headquarters); b) mobile radios at Center; and c) fixed control station radios located inside the Center's headquarters. The results of the test will be set forth in an interference report that clearly states the result of the test, and if interference is found, the mitigation measures to be taken to cure such interference. If the test establishes the existence of interference caused by the Verizon facility, Verizon shall be responsible for eliminating such interference prior to commencement of operation of the facility or collocation equipment.

k. Collocation and Modification

i. Collocation:

Prior to any collocation on the Cell Tower, Verizon shall: a) provide notice of the proposed collocation to Center; and b) perform an interference study and testing, which shall include testing of the aggregate signals and the cumulative effect of all carriers located on the cell tower, in the same manner and subject to the same process as set forth in paragraphs h. and j., above. Upon successful completion of the processes required by this paragraph, Verizon shall provide copies of all studies and reports generated for any collocation on the Cell Tower to Center for Center's records. Should a proposed collocation cause incurable interference to Center's public safety radio receivers, Verizon shall not implement such collocation.

ii. Verizon Modifications:

Prior to any modification of the Cell Tower by Verizon which will result in any increase in radio power or change in frequency, Verizon shall: a) provide notice of the modification to Center; and b) perform an interference study and shall fully mitigate any predicted interference prior to making the modification in question.

Except to the extent set forth below, such study shall not be subject to prior review and approval by the Center. If the modification causes a change in, or addition to frequencies or ERP in the 700 or 800 MHz bands: a) the study generated by Verizon in accordance with this paragraph shall be subject to review and approval by a technical expert of Center, who must be a licensed engineer (not necessarily in California) with expertise in radio-frequency interference; b) Center must provide its comments on the study to Verizon within two (2) weeks of receipt of the study; c) the parties shall work together in good faith to address Center's concerns; and d) Verizon shall not implement any such modification until the Center's concerns are resolved to the satisfaction of Center. This subsection k.ii does not apply to like kind replacement of equipment or antennas with no increase in power levels or changes in frequency. Should a proposed modification cause incurable interference to Center's public safety radio receivers, Verizon shall not implement such modification.

iii. RF Personnel Exposure Study:

Prior to any collocation or modification, except like kind replacement of equipment/transmitter(s) with no increase in power levels or changes in frequency or antenna, Verizon shall also perform an RF personnel exposure study to verify radio frequency power densities at ground level and at working levels on rooftops, etc. do not exceed the guidelines found in FCC Rule Parts 1.1307-1.1310. Any areas exceeding applicable limits (occupational or public) must be properly marked per FCC recommendations and access must be restricted.

2. The parties hereby jointly request that the City modify the Permit by deleting Conditions 10-16, 18-22, and 27-28, and revising Conditions 3, 7, and 22 to read as follows:

- a. Condition 3: Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, minor lot line adjustments, or eligible facilities requests that do not substantially change the physical dimensions of the facility pursuant to 47 U.S.C. § 1455(a), may be approved administratively. Major modifications shall be approved by the applicable decision making body.
- b. Condition 7: If future collocation is consistent with these conditions of approval, then those collocation items may be permitted on the same pole

so long as additions of equipment do not hinder the camouflage of the pole. No additional height will be allowed without proper review.

- c. Condition 22: A building permit will be required prior to construction. All construction activities shall be reviewed by the building department.
3. By this MOU, the Parties wish to acknowledge their respective rights and obligations and make them enforceable as rights and obligations pursuant to this MOU.
4. This MOU shall remain in effect until terminated in writing, by the mutual agreement of all Parties, with the approval of Center's governing Board.

B. GENERAL PROVISIONS

1. Enforcement

Any Party may bring an action to enforce this MOU as allowed by California law.

2. Entire Agreement

The Parties declare and represent that there has been no other promise, inducement or agreement, and that this MOU constitutes the entire agreement between the Parties with respect to the matters covered in the MOU and it supersedes all prior agreements, whether written or oral, between the Parties on those matters, and that the terms of this MOU are contractual and not a mere recital.

The Parties agree that:

- a. No other agreement, statement or promise made by a Party with respect to the subject matter of this MOU, which is not contained herein, shall be binding or valid.
 - b. The Parties agree not to initiate, file or in any way support any action challenging the validity of the provisions of this MOU. In the event of, and during the pendency of, any legal or equitable challenge to the provisions of this MOU, the terms of this MOU will stay in full force and effect.
3. Warranty of Legal Capacity and Authority
- a. Each Party represents that it has the right, power, legal capacity and authority to enter into and perform the obligations under this MOU and to bind its heirs, successors, executors, administrators, and assigns.

- b. Each person who signs this MOU warrants and guarantees that he/she is legally authorized and empowered to execute this MOU on behalf of the designated Party.

4. Attorney's Fees

In the event of any proceeding arising out of or related to a breach of this MOU by any Party hereto, the prevailing Party or Parties shall be entitled to recover from the losing Party or Parties all of the costs and expenses incurred in connection with such proceeding, including court costs and attorney's fees and expert's fees, whether or not such proceeding is prosecuted to judgment.

5. Modification and Amendment

All modifications and amendments to this MOU must be in writing, signed by all the Parties to this MOU, and approved by the governing Board of Center.

6. Construction of MOU and Understanding

- a. The Parties agree that each has reviewed and revised this MOU, and each Party has had the opportunity to consult with legal counsel regarding the terms of this MOU, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in an interpretation of this MOU and/or any amendment thereto.
- b. By executing this MOU, each Party represents that it has had the opportunity to seek legal advice from an attorney of its own choosing and to discuss the legal effect of this MOU with its own counsel.
- c. Each Party represents that the terms of this MOU have been completely read and explained to it by its attorneys, and that it fully understands and voluntarily accepts those terms and their legal effect,.

7. Additional Documents

Each Party will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any additional instruments and/or documents that may be necessary in order to consummate this MOU and/or any judgment which incorporates this MOU.

8. Governing Law and Venue

This MOU shall be construed and enforced in accordance with and governed by the laws of the State of California. Venue shall be in Sacramento County, California.

9. Counterparts

This MOU may be executed in separate counterparts, such that signatures appear on separate signature pages. An authentic facsimile copy or an authentic electronic copy (including canned copies and PDF format) of an executed signature page shall constitute an original. A copy or original of this document with all signature pages appended together shall be deemed a fully executed MOU.

10. Severability

If any part of this MOU is ruled to be unenforceable or invalid, such material shall be read out of this MOU and shall not affect the validity of any other part of this MOU or give rise to any cause of action of the Center or Verizon against the other. The remainder of this MOU shall remain valid and enforced to the fullest extent permitted by law, unless to do so would frustrate the intent of the parties.

11. Exhibits

Any Exhibit specified in this MOU, and any Appendix to any Exhibit to this MOU, is attached to this MOU and by this reference made a part of it as if fully set forth.

12. Binding Effect

This MOU and all rights and obligations hereunder shall be binding upon and inure to the benefit of the Center and Verizon and their respective heirs, successors, assigns, and personal representatives. Nothing in this MOU, express or implied, is intended to confer upon any other person other than the parties hereto, or their respective successors and assigns, any rights or benefits under or by reason of this MOU.

13. Assignment of Rights and Obligations of MOU

- a. Any assignment of rights or obligations established by this MOU shall comply with the terms of this MOU.
- b. Neither this MOU, nor any obligation or right under this MOU, is assignable by any Party to the MOU without the written prior consent of the other Party to the MOU. Any assignment made without such prior written consent is void and the Party making such an assignment remains bound by all of its obligations under this MOU, unless the Party to this MOU agrees in writing to such assignment.
- c. Verizon shall provide a copy of this MOU to any assignee.

- d. The rights and obligations under this MOU are not personal to Verizon and are not intended to be severable from the Cell Tower.
- e. This MOU and all rights and obligations hereunder shall be binding upon and inure to the benefit of the Center and Verizon and their respective heirs, successor assignees and personal representatives.

14. Notices

Any notice to any Party shall be to the contact designated below, in writing, and delivered by overnight delivery by a courier that provides tracking and delivery confirmation:

To Center: Sacramento Regional Public Safety Communications Center
10230 Systems Parkway
Sacramento, CA 95827-3006
Tel: (916) 228-3064
Attention: Teresa Murray, Chief Executive Director
Email: tmurray@srfecc.ca.gov

Copy to: Kingsley Bogard LLP
50 Iron Point Circle, Suite 110
Folsom, CA 95630
Tel: (916) 932-2500
Attention: Robert E. Kingsley
Email: rkingsley@kblegal.us

To Verizon: Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site name: Missile Way
Email: Molly.Kales2@VerizonWireless.com

Copy to: Mackenzie & Albritton, LLP
220 Sansome Street, 14th Floor
San Francisco, CA 94104
Tel: (415) 288-4000
Attention: James Heard, Esq.
jheard@mallp.com

15. Time is of the Essence

Time is of the essence as to the terms of this MOU and the performance by each Party of their respective obligations hereunder.

16. Compromise Serves a Public Benefit

The parties acknowledge and agree that this MOU is the product of a negotiated compromise of the respective claims and rights asserted by the parties thereto, and does not constitute a gift of public funds under Article XVI section 6 of the California Constitution. Center (by and through its governing Board) is not acting in excess of its authority in entering into this MOU under the California Constitution or any other enabling legislation, including, but not limited to, Government Code section 53060. This MOU is supported by valuable consideration involving a public purpose in conferring a public benefit upon the Center and the taxpayers who reside within the boundaries of Center's jurisdiction. This public purpose and benefit includes avoiding any challenge to the validity or enforceability to the Conditions, in their entirety or in part.

17. Waiver

The waiver by a Party of any breach of any term, covenant or condition of this MOU shall not be deemed a waiver of such term, covenant or condition of this MOU in case of future breach.

18. Recitals

The Recitals set forth above are a part of this Agreement and incorporated herein as if fully set forth.

19. Board Approval

This MOU and any Amendment thereto are subject to approval by the governing Board of Center. Until such approval, the MOU shall not be binding on either Party.

20. FCC Rules

Verizon has entered into this MOU voluntarily and accepts it as a legally binding obligation, notwithstanding anything to the contrary in the FCC rules and regulations.

21. Confidentiality

[TO BE NEGOTIATED]

Dated: _____

SACRAMENTO REGIONAL PUBLIC SAFETY
COMMUNICATIONS CENTER, a California Joint
Powers Agency

By: _____

Teresa Murray
Its: Chief Executive Director

Dated: _____

SACRAMENTO-VALLEY LIMITED
PARTNERSHIP D/B/A VERIZON WIRELESS, a
California limited partnership

By: AirTouch Cellular, Its General Partner

By: _____

Name: _____

Title: _____

EXHIBIT A
TO MEMORANDUM OF UNDERSTANDING

PROPERTY DESCRIPTION AND PLACEMENT OF CELL TOWER

RESOLUTION NO. 1 - 16

**BEFORE THE GOVERNING BOARD OF THE
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER**

(Resolution Regarding Services and Related Agreements with the City of Isleton)

WHEREAS, the City of Isleton (“Contracting Agency”) has requested that the Sacramento Regional Public Safety Communications Center (“Center”) provide public safety emergency fire and ambulance communications/dispatch services (“Services”).

NOW, THEREFORE, BE IT RESOLVED that this Governing Board:

1. Approves the Services Agreement that is attached as Exhibit A;
2. Agrees to sponsor Contracting Agency as a Secondary Participant in the Sacramento Regional Radio Communications System;
3. Authorizes the Chief Executive Director to execute the Services Agreement and to take any action, and execute any and all documents, which are necessary to effect the intent of this Resolution.

THIS RESOLUTION was duly passed and adopted by the Governing Board of the Sacramento Regional Public Safety Communications Center at its Regular Meeting held on January 26, 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

Chairperson of the Governing Board

ATTEST:

Secretary of the Governing Board

SERVICES AGREEMENT
between the
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
and the
CITY OF ISLETON

This Services Agreement is by and between the Sacramento Regional Public Safety Communications Center (“Center”) and the City of Isleton (“Contract Agency”). Center and Contract Agency are also referred to collectively in this Agreement as “Parties” or “parties” and individually as “Party.”

RECITALS

WHEREAS, Contract Agency has submitted a formal request to Center and asked that Center provide public safety emergency fire and ambulance communications/dispatch services to Contract Agency; and

WHEREAS, Center is able and willing to provide emergency fire and ambulance communications/dispatch services to public safety agencies, under specified terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM

- 1.1 This Agreement shall be effective (“Effective Date”) when all of the following have been completed:
 - 1.1.1 Center has received a Resolution from Contract Agency’s Governing Board which authorizes Contract Agency to enter into, and binds Contract Agency to, the terms of this Agreement;
 - 1.1.2 this Agreement has been signed by both Parties;
 - 1.1.3 this Agreement has been approved by the Governing Board of Center; and
 - 1.1.4 Center has given written notice to Contract Agency of the date and time that it will commence providing services to Contract Agency under this Agreement.

- 1.2 This Agreement shall continue in full force and effect from the Effective Date until terminated in accordance with the terms set forth in Section 4 below.

2. OBLIGATIONS OF CENTER

2.1 Services Provided

Center shall provide to Contract Agency those Services specified in Exhibit A.

2.2 Sponsorship of Contract Agency

Center shall sponsor Contract Agency as a Secondary Participant in the Sacramental Regional Radio Communication System ("SR RCS").

2.3 Modification of Services

2.3.1 The services provided by Center under this Agreement may be modified at Center's option:

- a. to reflect technological and other developments relating to emergency fire and ambulance communications/dispatch services; or
- b. based on requirements imposed by applicable law, statutes, regulations, and ordinances.

2.3.2 Center shall strive to minimize the impact of modifications to Services on Contract Agency.

2.3.3 If Contract Agency desires to customize or modify a feature of the Services as applicable to Contract Agency, Contract Agency shall submit a written request to Center. If Center determines, at its sole discretion, that such a customization or modification is reasonable, Center shall make the customization or modification upon Contract Agency's payment of the cost of the customization or modification.

2.3.4 Notwithstanding anything to the contrary in this Agreement, the Parties recognize that statutory, regulatory, or similar developments may require Center to modify the Services or required equipment.

3. OBLIGATIONS OF CONTRACT AGENCY

3.1 Contract Agency shall pay Center as specified in Exhibit B.

3.2 Contract Agency is responsible for obtaining and maintaining, at its sole expense, all end-user equipment that is necessary for all Services provided by the Center pursuant to this Agreement.

3.3 If a modification by Center to the Services or to Center's equipment results in Contract Agency's equipment becoming incompatible with the equipment or Services provided by Center, Contract Agency shall modify its equipment at Contract Agency's sole expense (including the purchase of equipment), as necessary, for Contract Agency's equipment to be compatible with Center's Services or equipment.

3.4 Contract Agency is required, as a condition precedent to this Agreement, to:

3.4.1 complete a revocable contract to be sponsored by Center.

3.4.2 receive approval from the Systems Management Group for membership as a Secondary User on the SRRCS.

4. TERMINATION

Either Party may terminate this Agreement by providing the other Party with a written six (6) month notice of termination.

5. NOTICE

Any required notice may be given either by personal service, or by certified mail with proof of delivery, or by courier with tracking that shows proof of delivery, or by email or facsimile. Notice given pursuant to this Agreement shall be effective on delivery.

To Center:

Sacramento Regional Public
Safety Communications Center
10230 Systems Parkway
Sacramento, CA 95827
Attention: Chief Executive Director
Telephone: (916) 228-3070
Facsimile: (916) 228-3082

To Contract Agency:

The City of Isleton
P.O. Box 716, 101 Second Street
Isleton, CA 95641-0716
Attention: City Manager
Telephone: (916) 777-7770
Facsimile: (916) 777-7775

6. MUTUAL INDEMNIFICATION

6.1 Contract Agency shall defend, indemnify, and hold harmless Center, and Center's Governing Board, Board members, Member Agencies, officers, employees, volunteers and agents, from and against claims of liability for damages to the extent actually caused by negligent acts or negligent failure to act, or willful misconduct, related to the performance of this Agreement by Contract Agency, or Contract Agency's Governing Board, Board members, officers, employees, volunteers, or agents, except to the extent such loss or damage was caused by the negligent acts or negligent failure to act, or willful misconduct, of Center, or Center's Governing Board, Board members, Member Agencies, officers,

employees, volunteers or agents, or by any third party. This paragraph shall survive termination of this Agreement.

6.2 Center shall defend, indemnify, and hold harmless Contract Agency, and Contract Agency's Governing Board, Board members, officers, employees, volunteers and agents, from and against claims of liability for damages to the extent actually caused by negligent acts or negligent failure to act, or willful misconduct, related to the performance of this Agreement by Center, or Center's Governing Board, Board members, Member Agencies, officers, employees, volunteers or agents, except to the extent such loss or damage was caused by the negligent acts or negligent failure to act, or willful misconduct, of Contract Agency, or Contract Agency's Governing Board, Board members, officers, employees, volunteers, or agents, or by any third party. This paragraph shall survive termination of this Agreement.

7. INSURANCE

7.1 During the term of this Agreement, and any renewal thereof, Contract Agency shall, at Contract Agency's expense, obtain and continually maintain in full force and effect, at a minimum the insurance coverage set forth below. Contract Agency shall provide thirty (30) calendar days' written notice to Center prior to cancellation or modification of any insurance required by this Agreement.

Contract Agency shall provide Center with certificates of insurance and original endorsements naming Center and its Governing Board, Board members, Member Agencies, officers, employees, volunteers and agents, as additional insureds on each policy set forth in subsection 7.1.1 below within one (1) week of the Effective Date of this Agreement.

7.1.1 Liability Insurance

| <u>COVERAGE</u> | <u>LIMITS OF LIABILITY</u> |
|------------------------------|--|
| Commercial General Liability | \$1,000,000 each occurrence \$2,000,000 aggregate |
| Personal Injury: | \$1,000,000 each occurrence \$2,000,000 aggregate |

7.1.2 Workers' Compensation Insurance

Insurance adequate to protect Contract Agency from claims under Workers' Compensation Laws, from claims for damages for personal injury, including death, and damage to property, which may arise from Contract Agency's operations under this Agreement. Contract Agency shall provide to Center proof of Workers' Compensation insurance coverage as specified by California law.

7.2 Contract Agency's insurance, as required by this Section, shall be the primary insurance with respect to Center and Center's Governing Board, Board members, Member Agencies, officers, employees, volunteers and agents, and this insurance shall apply separately to each insured against whom claims arising out of this Agreement are brought.

8. EQUAL OPPORTUNITY EMPLOYER

Contract Agency shall provide equal employment opportunity to all qualified persons and recruit, hire, train, promote, and compensate persons in all jobs without regard to race, color, religion, sex, age, disability, or national origin or any other basis prohibited by applicable laws.

9. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

10. ASSIGNMENT AND SUCCESSORS

Neither Contract Agency nor Center shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

11. SEVERABILITY

In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of the Parties in entering into this Agreement.

12. FORCE MAJEURE

No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

13. VENUE/GOVERNING LAWS

This Agreement shall be governed by the laws of the State of California and venue shall be in Sacramento County.

14. ATTORNEY'S FEES

If suit is brought by either Party to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

15. EXHIBITS

All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein; however, in the event of any conflict between an Exhibit and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

16. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Center and Contract Agency and supersedes all prior negotiations, representations or agreements, either written or oral.

17. MODIFICATION

This Agreement may be amended or modified only by an agreement in writing, signed by both Center and Contract Agency, subject to the approval of the Governing Board of each Party.

18. WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. HEADINGS AND INTERPRETATION

Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by

the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

20. DISPUTE RESOLUTION

In the event of a dispute between the Parties arising under the terms of this Agreement, the Parties shall submit their dispute to Center’s Governing Board for review and decision prior to initiating any legal proceedings. Within thirty (30) calendar days of submittal, Center’s Governing Board shall hold a hearing at which each Party shall be entitled to present its case. The determination of Center’s Governing Board regarding the dispute and its proposed resolution shall be nonbinding.

21. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile, copy, or electronic, including PDF, signature shall be as valid as an original.

22. WARRANTY OF AUTHORITY

The individual executing this Agreement on behalf of Contract Agency warrants that he/she is authorized to execute the Agreement on behalf of Contract Agency and that Contract Agency will be bound by the terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

SACRAMENTO REGIONAL PUBLIC
SAFETY COMMUNICATIONS CENTER

CITY OF ISLETON

Dated: _____

Dated: 11/25/15

By: _____

By: *David J. ...*

Its: _____

Its: City Manager

EXHIBIT A

COMMUNICATIONS AND DISPATCH SERVICES

The Center will provide Contract Agency with the following Services.

1. Printed Message Transmission
2. Voice Broadcast Transmission
3. Station Alerting
4. Paging Transmission
5. Incident Information
6. Mobile Data Computers – Backbone Access
7. Ambulance Dispatch Module
8. Emergency Medical Dispatch

EXHIBIT B

PAYMENT SCHEDULES

1. Dispatch and Communication Services

Dispatch Services shall be provided to Contract Agency upon payment of the monthly fee set forth at 1.2 below.

1.1 Contract Agency shall be billed quarterly, in arrears, and shall pay the invoice within thirty (30) days of receipt.

1.2 The monthly amount is \$0.00.

2. SRRCS Participant Fees

2.1 Contract Agency, as a sponsored Secondary Participant, is required to pay the annual License Fee established by the SRRCS. The License Fee is made up of two (2) components:

➤ Operations and Maintenance (covers annual operating costs)

➤ Backbone License (covers original acquisition cost and debt service)

2.2 For reference purposes only, the License Fee for Fiscal Year 2015/2016 is \$290.00 per radio. Each year, this fee is subject to change by SRRCS.

2.3 Center charges \$50 per year per Secondary Participant to pre-pay and administer SRRCS fees.

2.4 Center will invoice the Contract Agency once per year, in June, for the cost of its SRRCS License Fee and the Administrative Fee in the previous year.

3. Additional Services

3.1 Cost will be computed by Center as referenced in section 2.3 above.

3.2 Center shall invoice Contract Agency on a quarterly basis for Additional Services which were provided at the written request of Contract Agency during the preceding quarter.

4. Payment Procedures

4.1 Contract Agency will issue payment to Center within thirty (30) days of receipt of Center's Invoice for Additional Services.

4.2 Any invoice that remains unpaid sixty (60) calendar days after receipt of a Center invoice is subject to interest at the rate of 7% per year.

RESOLUTION NO. 2015-13

APPROVAL AND RATIFICATION OF AGREEMENTS

The City of Isleton finds to be in its best interest to contract with the Sacramento Regional Public Safety Communications Center ("SRPSCC") for public safety emergency fire and ambulance communications/dispatch services.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of this agency is authorized and directed to execute the following documents on behalf of the City of Isleton:

1. Services Agreement for emergency fire and ambulance communications / dispatch services with the SRPSCC;
2. Radio Frequencies Agreement with the Sacramento Regional Radio Communications System with the SRPSCC, as its Sponsoring Agency.

PASSED AND ADOPTED this 18th day of November, 2015 by the City Council of the City of Isleton, of Sacramento County, California.

AYES: Mayor Bettencourt, Vice Mayor Jankovitz, Councilmembers, Samano, Bulahan.

NOES: None

ABSTAIN: None

ABSENT: Councilmember Pene

ATTEST:

By: 
City Clerk, Yvonne Zepeda

By: 
Mayor, Mark Bettencourt

RESOLUTION NO. 2 -16

**BEFORE THE GOVERNING BOARD OF THE
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER**

**(Resolution Regarding Services and Related Agreements
with the River Delta Fire Protection District)**

WHEREAS, the River Delta Fire Protection District (“Contracting Agency”) has requested that the Sacramento Regional Public Safety Communications Center (“Center”) provide public safety emergency fire and ambulance communications/dispatch services (“Services”).

NOW, THEREFORE, BE IT RESOLVED that this Governing Board:

1. Approves the Services Agreement that is attached as Exhibit A;
2. Agrees to sponsor Contracting Agency as a Secondary Participant in the Sacramento Regional Radio Communications System;
3. Authorizes the Chief Executive Director to execute the Services Agreement and to take any action, and execute any and all documents, which are necessary to effect the intent of this Resolution.

THIS RESOLUTION was duly passed and adopted by the Governing Board of the Sacramento Regional Public Safety Communications Center at its Regular Meeting held on January 26, 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and approved by me after its passage.

Chairperson of the Governing Board

ATTEST:

Secretary of the Governing Board

River Delta Fire District

RESOLUTION NUMBER 01 - 2016

WHEREAS, the River Delta Fire District (RDFD) finds it to be in its best interest to contract with the Sacramento Regional Public Safety Communications Center (SRPSCC) for public safety emergency fire and ambulance communications/dispatch services.

NOW THEREFORE, BE IT RESOLVED, that Fire Chief Stan Simi of this Agency is authorized and directed to execute the following documents on behalf of the River Delta Fire District:

1. Services Agreement for emergency fire and ambulance communications/dispatch services with the SRPSCC;
2. Radio Frequencies Agreement with the Sacramento Regional Radio Communications System with the SRPSCC, as its Sponsoring Agency.

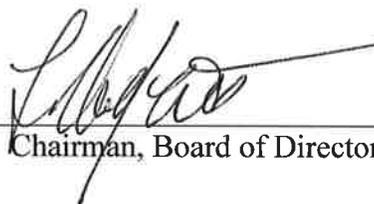
PASSED AND ADOPTED this 12th day of January, 2016 by the Board of Directors of the River Delta Fire District, of Sacramento County, California.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: 
Chairman, Board of Directors

ATTEST:

By: 
Secretary, River Delta Fire District

WHEREAS, Chief Simi and Asst. Chief Gardiner wished to make the following changes, as shown in bold text, to the Draft Service Agreement (copy attached).

SERVICES AGREEMENT
between the
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
and the
RIVER DELTA FIRE DISTRICT

This Services Agreement is by and between the Sacramento Regional Public Safety Communications Center (“Center”) and the River Delta Fire District (“Contract Agency”). Center and Contract Agency are also referred to collectively in this Agreement as “Parties” or “parties” and individually as “Party.”

RECITALS

WHEREAS, Contract Agency has submitted a formal request to Center and asked that Center provide public safety emergency fire and ambulance communications/dispatch services to Contract Agency; and

WHEREAS, Center is able and willing to provide emergency fire and ambulance communications/dispatch services to public safety agencies, under specified terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM

- 1.1 This Agreement shall be effective (“Effective Date”) when all of the following have been completed:
 - 1.1.1 Center has received a Resolution from Contract Agency’s Governing Board which authorizes Contract Agency to enter into, and binds Contract Agency to, the terms of this Agreement;
 - 1.1.2 this Agreement has been signed by both Parties;
 - 1.1.3 this Agreement has been approved by the Governing Board of Center; and
 - 1.1.4 Center has given written notice to Contract Agency of the date and time that it will commence providing services to Contract Agency under this Agreement.
- 1.2 This Agreement shall continue in full force and effect from the Effective Date until terminated in accordance with the terms set forth in Section 4 below.

2. OBLIGATIONS OF CENTER

00038634.1

2.1 Services Provided

Center shall provide to Contract Agency those Services specified in Exhibit A.

2.2 Sponsorship of Contract Agency

Center shall sponsor Contract Agency as a Secondary Participant in the Sacramento Regional Radio Communication System ("SRRCS").

2.3 Modification of Services

2.3.1 The services provided by Center under this Agreement may be modified at Center's option:

- a. to reflect technological and other developments relating to emergency fire and ambulance communications/dispatch services; or
- b. based on requirements imposed by applicable law, statutes, regulations, and ordinances.

2.3.2 Center shall strive to minimize the impact of modifications to Services on Contract Agency.

2.3.3 If Contract Agency desires to customize or modify a feature of the Services as applicable to Contract Agency, Contract Agency shall submit a written request to Center. If Center determines, at its sole discretion, that such a customization or modification is reasonable, Center shall make the customization or modification upon Contract Agency's payment of the cost of the customization or modification.

2.3.4 Notwithstanding anything to the contrary in this Agreement, the Parties recognize that statutory, regulatory, or similar developments may require Center to modify the Services or required equipment.

3. OBLIGATIONS OF CONTRACT AGENCY

3.1 Contract Agency shall pay Center as specified in Exhibit B.

3.2 Contract Agency is responsible for obtaining and maintaining, at its sole expense, all end-user equipment that is necessary for all Services provided by the Center pursuant to this Agreement.

3.3 If a modification by Center to the Services or to Center's equipment results in Contract Agency's equipment becoming incompatible with the equipment or Services provided by Center, Contract Agency shall modify its equipment at

Contract Agency's sole expense (including the purchase of equipment), as necessary, for Contract Agency's equipment to be compatible with Center's Services or equipment.

3.4 Contract Agency is required, as a condition precedent to this Agreement, to:

3.4.1 complete a revocable contract to be sponsored by Center.

3.4.2 receive approval from the Systems Management Group for membership as a Secondary User on the SRRCS.

4. TERMINATION

Either Party may terminate this Agreement by providing the other Party with a written six (6) month notice of termination.

5. NOTICE

Any required notice may be given either by personal service, or by certified mail with proof of delivery, or by courier with tracking that shows proof of delivery, or by email or facsimile. Notice given pursuant to this Agreement shall be effective on delivery.

To Center:

Sacramento Regional Public
Safety Communications Center
10230 Systems Parkway
Sacramento, CA 95827
Attention: Chief Executive Director
Telephone: (916) 228-3070
Facsimile: (916) 228-3082

To Contract Agency:

River Delta Fire District
16969 Jackson Slough Road
Isleton, CA 95641 *POBx 541*
Attention: Fire Chief
Telephone: (916) 777-8701
Facsimile: (916) 777 8700

6. MUTUAL INDEMNIFICATION

6.1 Contract Agency shall defend, indemnify, and hold harmless Center, and Center's Governing Board, Board members, Member Agencies, officers, employees, volunteers and agents, from and against claims of liability for damages to the extent actually caused by negligent acts or negligent failure to act, or willful misconduct, related to the performance of this Agreement by Contract Agency, or Contract Agency's Governing Board, Board members, officers, employees, volunteers, or agents, except to the extent such loss or damage was caused by the negligent acts or negligent failure to act, or willful misconduct, of Center, or Center's Governing Board, Board members, Member Agencies, officers, employees, volunteers or agents, or by any third party. This paragraph shall survive termination of this Agreement.

6.2 Center shall defend, indemnify, and hold harmless Contract Agency, and Contract Agency's Governing Board, Board members, officers, employees, volunteers and agents, from and against claims of liability for damages to the extent actually caused by negligent acts or negligent failure to act, or willful misconduct, related to the performance of this Agreement by Center, or Center's Governing Board, Board members, Member Agencies, officers, employees, volunteers or agents, except to the extent such loss or damage was caused by the negligent acts or negligent failure to act, or willful misconduct, of Contract Agency, or Contract Agency's Governing Board, Board members, officers, employees, volunteers, or agents, or by any third party. This paragraph shall survive termination of this Agreement.

7. INSURANCE

7.1 During the term of this Agreement, and any renewal thereof, Contract Agency shall, at Contract Agency's expense, obtain and continually maintain in full force and effect, at a minimum the insurance coverage set forth below. Contract Agency shall provide thirty (30) calendar days' written notice to Center prior to cancellation or modification of any insurance required by this Agreement.

Contract Agency shall provide Center with certificates of insurance and original endorsements naming Center and its Governing Board, Board members, Member Agencies, officers, employees, volunteers and agents, as additional insureds on each policy set forth in subsection 7.1.1 below within one (1) week of the Effective Date of this Agreement.

7.1.1 Liability Insurance

| <u>COVERAGE</u> | <u>LIMITS OF LIABILITY</u> |
|------------------------------|--|
| Commercial General Liability | \$1,000,000 each occurrence \$2,000,000 aggregate |
| Personal Injury: | \$1,000,000 each occurrence \$2,000,000 aggregate |

7.1.2 Workers' Compensation Insurance

Insurance adequate to protect Contract Agency from claims under Workers' Compensation Laws, from claims for damages for personal injury, including death, and damage to property, which may arise from Contract Agency's operations under this Agreement. Contract Agency shall provide to Center proof of Workers' Compensation insurance coverage as specified by California law.

7.2 Contract Agency's insurance, as required by this Section, shall be the primary insurance with respect to Center and Center's Governing Board, Board members, Member Agencies, officers, employees, volunteers and agents, and this insurance

shall apply separately to each insured against whom claims arising out of this Agreement are brought.

8. EQUAL OPPORTUNITY EMPLOYER

Contract Agency shall provide equal employment opportunity to all qualified persons and recruit, hire, train, promote, and compensate persons in all jobs without regard to race, color, religion, sex, age, disability, or national origin or any other basis prohibited by applicable laws.

9. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

10. ASSIGNMENT AND SUCCESSORS

Neither Contract Agency nor Center shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

11. SEVERABILITY

In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of the Parties in entering into this Agreement.

12. FORCE MAJEURE

No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

13. VENUE/GOVERNING LAWS

This Agreement shall be governed by the laws of the State of California and venue shall be in Sacramento County.

14. ATTORNEY'S FEES

If suit is brought by either Party to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

15. EXHIBITS

All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein; however, in the event of any conflict between an Exhibit and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

16. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Center and Contract Agency and supersedes all prior negotiations, representations or agreements, either written or oral.

17. MODIFICATION

This Agreement may be amended or modified only by an agreement in writing, signed by both Center and Contract Agency, subject to the approval of the Governing Board of each Party.

18. WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. HEADINGS AND INTERPRETATION

Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

20. DISPUTE RESOLUTION

In the event of a dispute between the Parties arising under the terms of this Agreement, the Parties shall submit their dispute to Center's Governing Board for review and decision prior to initiating any legal proceedings. Within thirty (30) calendar days of

submittal, Center's Governing Board shall hold a hearing at which each Party shall be entitled to present its case. The determination of Center's Governing Board regarding the dispute and its proposed resolution shall be nonbinding.

21. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile, copy, or electronic, including PDF, signature shall be as valid as an original.

22. WARRANTY OF AUTHORITY

The individual executing this Agreement on behalf of Contract Agency warrants that he/she is authorized to execute the Agreement on behalf of Contract Agency and that Contract Agency will be bound by the terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

SACRAMENTO REGIONAL PUBLIC
SAFETY COMMUNICATIONS CENTER

RIVER DELTA FIRE DISTRICT

Dated: 1-12-16

Dated: 1/12/16

By: [Signature]

By: [Signature]

Its: Secretary

Its: Board Chairman

EXHIBIT A

COMMUNICATIONS AND DISPATCH SERVICES

The Center will provide Contract Agency with the following Services.

1. Printed Message Transmission
2. Voice Broadcast Transmission
3. Station Alerting
4. Paging Transmission
5. Incident Information
6. Mobile Data Computers – Backbone Access
7. Ambulance Dispatch Module
8. Emergency Medical Dispatch

EXHIBIT B

PAYMENT SCHEDULES

1. Dispatch and Communication Services

Dispatch Services shall be provided to Contract Agency upon payment of the monthly fee set forth at 1.2 below.

1.1 Contract Agency shall be billed quarterly, in arrears, and shall pay the invoice within thirty (30) days of receipt.

1.2 The monthly amount is \$ 0.

2. SRRCS Participant Fees

2.1 Contract Agency, as a sponsored Secondary Participant, is required to pay the annual License Fee established by the SRRCS. The License Fee is made up of two (2) components:

- Operations and Maintenance (covers annual operating costs)
- Backbone License (covers original acquisition cost and debt service)

2.2 For reference purposes only, the License Fee for Fiscal Year 2015/2016 is \$290.00 per radio. Each year, this fee is subject to change by SRRCS.

2.3 Center charges \$50 per year per Secondary Participant to pre-pay and administer SRRCS fees.

2.4 Center will invoice the Contract Agency once per year, in June, for the cost of its SRRCS License Fee and the Administrative Fee in the previous year.

3. Additional Services

3.1 Cost will be computed by Center as referenced in section 2.3 above.

3.2 Center shall invoice Contract Agency on a quarterly basis for Additional Services which were provided at the written request of Contract Agency during the preceding quarter.

4. Payment Procedures

4.1 Contract Agency will issue payment to Center within thirty (30) days of receipt of Center's Invoice for Additional Services.

4.2 Any invoice that remains unpaid sixty (60) calendar days after receipt of a Center invoice is subject to interest at the rate of 7% per year.

SS 12/19/16

RESOLUTION NO. 3-16

**BEFORE THE GOVERNING BOARD OF THE
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER**

**(Resolution regarding Secondary Participant Status for
the Veterans Administration Medical Center)**

WHEREAS, the United States Department of Veterans Affairs (“VA Hospital”), located at 1035 Hospital Way, Mather, California, has requested that the Sacramento Regional Public Safety Communications Center (“Center”) sponsor it as a Secondary Participant on the Sacramento Regional Radio Communication System (“SRRCS”).

NOW, THEREFORE, BE IT RESOLVED by this Governing Board that:

1. The Center is willing to sponsor the VA Hospital as a Secondary Participant with access to SRRCS radio frequencies.
2. The Chief Executive Director is authorized to execute an Agreement for Use of Radio Frequencies on behalf of the Center, and to perform any action, and execute any and all documents which are necessary to effect the intent of this Resolution.

THIS RESOLUTION was duly passed and adopted by the Governing Board of the Sacramento Regional Public Safety Communications Center at its Regular Meeting held on January 26, 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and Approved by me after its passage.

Chairperson of the Governing Board

ATTEST:

Secretary of the Governing Board

RESOLUTION NO. 4-16

**BEFORE THE GOVERNING BOARD OF THE
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER**

(Resolution Regarding Name Change and Reaffirmation of Logo/Trademark)

WHEREAS, the Sacramento Regional Fire/EMS Communications Center (“SRFECC”) changed its name to the Sacramento Regional Public Safety Communications Center (“SRPSCC”) effective July 14, 2014; and

WHEREAS, the Logo/Trademark of SRFECC has continued in use from July 10, 2014 to the present and this continued use, while highly desirable from a “branding” perspective, has the potential to create confusion.

NOW, THEREFORE, BE IT RESOLVED by this Governing Board:

1. The SRPSCC shall continue under its legal name that was filed with the California Secretary of State’s Office on August 18, 2014; and
2. The SRPSCC shall adopt a fictitious name as the “Sacramento Regional Fire/EMS Communications Center.”
3. The Chief Executive Director is hereby authorized and directed to file a fictitious name filing in the County of Sacramento in the form of Exhibit A attached to this Resolution, and comply with any publication requirements.
4. The Logo/Trademark in the form of Exhibit B attached to this Resolution is reaffirmed as the official Logo/Trademark of SRPSCC.

THIS RESOLUTION was duly passed and adopted by the Governing Board of the Sacramento Regional Public Safety Communications Center, at its Regular Meeting held on January 26, 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

Signed and Approved by me after its passage.

Chairperson of the Governing Board

ATTEST:

Secretary of the Governing Board

County of Sacramento

Department of Finance

Tax Collection and Licensing

Business License Unit

700 H Street, Room 1710, Sacramento, CA 95814

phone (916) 874-6644 • fax (916) 874-8909

www.finance.saccounty.net

This space for Clerk's Use

FICTITIOUS BUSINESS NAME STATEMENT

BUSINESS AND PROFESSIONS CODE 17900 ET SEQ.

TYPE OR PRINT CLEARLY - MUST BE LEGIBLE. PLEASE READ INSTRUCTIONS ON REVERSE SIDE.
WHEN FILING BY MAIL, PROVIDE SELF ADDRESSED STAMPED ENVELOPE.

| | | |
|---|--|---|
| 1 | Street Address, City, State, Zip of Principal Place of Business. (P.O. Box or PMB <u>not</u> acceptable) | County |
| | 10230 Systems Parkway, Sacramento CA 95827 | Sacramento |
| 2 | Fictitious Business Name(s) to be Filed | |
| | (a) Sacramento Regional Fire/EMS Communications Center | (b) (If more than 2 names, attach additional sheet) |
| 3 | Full Name/Residence Address of Business Owner(s) (P.O. Box or PMB <u>not</u> acceptable), OR Corporation/LLC name and address as registered with Secretary of State (include State where incorporated) | |
| | Name and Street Address, City, State, Zip (a) Sacramento Regional Public Safety Communications Center 10230 Systems Parkway, Sacramento CA 95827 | |
| | (b) (If more than 2 owners, attach additional sheet) | |
| 4 | This business conducted by: | |
| | <input type="checkbox"/> an individual | <input type="checkbox"/> General Partnership |
| | <input type="checkbox"/> Married Couple | <input type="checkbox"/> Co-Partners |
| | <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Trust |
| | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> State or local Registered Domestic Partners |
| | <input type="checkbox"/> Limited Liability Partnership | <input checked="" type="checkbox"/> Unincorporated Association (other than a partnership) |
| 5 | Date began using business name or date expected to begin: _____ (write "N/A" on the line above if you have not yet begun transacting business and the expected date is unknown) | |
| 6 | I declare that all information in this statement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed \$1,000.00). Signature: _____ Title if Corporate Officer: _____ Print Name: _____ Business Phone No. _____ | |

In accordance with Section 17920 (a), a Fictitious Business Name Statement generally expires five years from the date it was filed with the County Clerk, except as provided in Section 17920 (b), where it expires 40 days after any change in the facts set forth in the statement pursuant to section 17913 other than a change in the residence address of a registered owner. A new Fictitious Business Name Statement must be filed before the expiration.

The filing of this Statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under Federal, State, or common law (section 14411 et seq., of the Business and Professions Code).

| | |
|---|---|
| <p>\$37.00 For first business name and owner on statement \$ 5.00 For each additional business name on this statement \$ 5.00 For each additional business owner on this statement</p> <p>Make checks or money orders payable to Sacramento County</p> | <p>I hereby certify that this copy is a correct copy of the original Statement on file in my office.</p> <p>DONNA ALLRED, COUNTY CLERK</p> <p>BY: _____ Deputy County Clerk</p> <p><input type="checkbox"/> ID Checked</p> |
|---|---|

NOTICE TO REGISTRANT PURSUANT TO SECTION 17924 BUSINESS & PROFESSIONS CODE (B & P Code)

Within 30 days after the fictitious business name statement has been filed with the County Clerk, the statement must be published in a newspaper of general circulation in the county where the fictitious business name was filed. The statement must be published once a week for four successive weeks with at least five days between each date of publication. An affidavit of publication must be filed with the county clerk within 30 days after the completion of the publication. If the registrant has no place of business in this state, the notice shall be published in a newspaper of general circulation in Sacramento County. (Section 17917 B & P Code, Section 6064 Government Code). If refiling is required because the prior statement has expired, the refiling need not be published unless there has been a change in the information in the expired statement, provided the refiling is filed within 40 days of the date the statement expired. (Section 17917 B & P Code). Any person who executes, files, or publishes any fictitious business name statement, knowing that such statement is false, in whole or in part, is guilty of a misdemeanor and upon conviction thereof shall be fined not to exceed one thousand dollars (\$1,000.00). (Section 17930 B & P Code).

INSTRUCTIONS FOR COMPLETION OF STATEMENT (Sec. 17913 & 17914 B & P Code)

Type or print legibly. (P.O. Box, postal drop box, mailing suite and c/o addresses are not acceptable for either the business or residence address.)

1. Insert the street address and county of the principal place of business in this state. The fictitious business name statement shall be filed with the clerk of the county in which the registrant has his principal place of business in this state or, if the registrant has no place of business in this state, the Fictitious Business Name Statement shall be filed with the Clerk of Sacramento County (Section 17915, B & P Code).
2. Insert the fictitious business name or names if more than one name. Only those businesses operated at the same address may be listed on one statement.
3. Individual: insert full name and residence address of the individual.
Married Couple: insert full name and residence address of both spouses.
Partnership, co-partnership, joint venture, limited partnership, limited liability partnership, or other association of persons: insert the full name and residence address of **each general partner**.
Trust: insert the full name and residence address of each trustee.
Corporation: insert the name and address of the corporation as set out in its articles of incorporation, and the state of incorporation.
Limited Liability Company (LLC): insert the name and address of the LLC as set out in its articles of organization, and the state of organization.
State or local Registered Domestic Partnership: insert full name and residence address of each domestic partner.
4. Indicate which of the terms best describes the ownership of the business.
5. Insert the date on which the registrant first began using business name(s) or expected date to begin. If the registrant has not yet begun transacting business and the expected date is unknown, insert "N/A".
6. If the registrant is an individual, the statement must be signed by the individual; if a partnership or other association of other persons, by a general partner; if a trust, by a trustee; if a corporation, by an officer (title must be indicated); if a limited liability company, by an officer or a manager and indicate his/her title. (Signature of an agent is not acceptable)

Please note: this office serves only as a repository of fictitious business name statements filed in **Sacramento County**, neither approving or disapproving a particular name, and cannot accept any responsibility for any omissions, similarities, or duplications among the fictitious business names on file. **STATE-WIDE REGISTRIES OF NAMES DO NOT EXIST.**

IF YOU ARE FILING YOUR STATEMENT BY MAIL, PLEASE INCLUDE A SELF-ADDRESSED, STAMPED ENVELOPE FOR RETURN OF YOUR ENDORSED COPIES. IF FILING IN-PERSON OR BY AN AGENT, THE REGISTRANT OR AGENT MUST PRESENT PERSONAL IDENTIFICATION. ACCEPTED FORMS OF IDENTIFICATION ARE VALID CALIFORNIA DRIVERS LICENSE, CALIFORNIA ID, A PASSPORT, OR OTHER FORM DEEMED ACCEPTABLE TO THE COUNTY CLERK.

TRADE NAME REGISTRATION (Sec. 14411, 14412, 14415, 14416 B&P Code)

The filing of articles of incorporation with the state and/or a fictitious business name statement in the county establishes a rebuttable presumption within that county that the registrant or corporation has the exclusive right to use that business name, as well as any confusingly similar name, if the registrant or corporation is the first to register such name and is actively engaged in a business utilizing the name. The rebuttable presumption shall be applicable until the statement is abandoned or otherwise expires and no new statement has been filed by the registrant.

EXPIRATION OF FICTITIOUS BUSINESS NAME STATEMENT (Sec. 17920 B&P Code)

- (a) In accordance with Section 17920 (a), a Fictitious Business Name Statement generally expires five years from the date it was filed with the County Clerk, unless the statement expires earlier under (b) or (c) below. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.
- (b) A fictitious business name statement expires 40 days after any change in the facts as set forth in the statement, except (1) a change in the residence address of an individual, general partner, or trustee does not cause the statement to expire, and (2) the filing of a statement of withdrawal from partnership by a withdrawing partner does not cause the statement to expire. A NEW STATEMENT MUST BE FILED WITHIN 40 DAYS AFTER A CHANGE IN THE INFORMATION REQUIRED ON THIS STATEMENT.
- (c) A fictitious business name statement expires when the registrant files a statement of abandonment of use of the fictitious business name statement.

ONCE FILED, ALL INFORMATION ON THE FICTITIOUS BUSINESS NAME STATEMENT IS PUBLIC RECORD

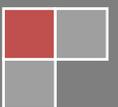
For additional information on fictitious business names, refer to our Website at www.finance.saccounty.net



2016

SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER

DEPARTMENT REVIEW AND SURVEY





SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER

Department Review and Survey

This report contains a survey for the following SRPSCC Divisions:

- Accounting
- Conference and Training Center
- Dispatch Operations
- Human Resources
- Information Technology (IT)
- Organization Overall

Please rate all questions on a 1-5 scale, with 5 being outstanding and 1 needing improvement.

Accounting Survey:

a) How positive is your interaction with SRFECC staff?

1 2 3 4 5

b) How satisfied are you with the promptness of the payment of your invoice?

1 2 3 4 5

c) Are the invoices you receive from SRFECC clear and easy to understand?

1 2 3 4 5

d) Do you prefer paperless billing?

- a. No
- b. Yes

e) What can our team do better to serve you?

Please rate all questions on a 1-5 scale, with 5 being outstanding and 1 needing improvement.

Conference and Training Center:

a) Were team member(s) friendly and knowledgeable, accommodating meeting needs and making reservations in a timely manner?

1 2 3 4 5

b) Was the Conference & Training Center location convenient?

1 2 3 4 5

c) If Command Catering services were utilized, were team members professional and friendly, dietary restrictions accommodated (vegan, vegetarian, gluten free), and ample food provided for your event?

1 2 3 4 5

d) Would you recommend the Conference & Training Center to your colleagues/friends?

1 2 3 4 5

e) Would you recommend Command Catering services for an event in your future?

1 2 3 4 5

f) What can our team do better to serve you?

Please rate all questions on a 1-5 scale, with 5 being outstanding and 1 needing improvement.

Dispatch Operations:

- Citizens calling 9-1-1:

a) Was the Fire Dispatcher polite and professional throughout the call?

1 2 3 4 5

b) Were you able to understand the instructions given?

1 2 3 4 5

c) Was the Fire Dispatcher able to meet your needs when you called 9-1-1?

1 2 3 4 5

d) Did the Fire Dispatcher express compassion and concern?

1 2 3 4 5

e) Did the Fire Dispatcher handle your call in a prompt manner?

1 2 3 4 5

f) What can we do better to serve you?

Please rate all questions on a 1-5 scale, with 5 being outstanding and 1 needing improvement.

Dispatch Operations:

- *Field Units:*

a) What is the level of professionalism of the dispatchers on the radio?

1 2 3 4 5

b) Have you ever called into Fire Dispatch?

a. No –

b. Yes – Was the dispatcher polite and professional throughout the call?

1 2 3 4 5

c) Was the Fire Dispatcher able to meet your needs when you called?

1 2 3 4 5

d) Did the Fire Dispatcher handle your call in a prompt manner?

1 2 3 4 5

e) Have you ever participated in a sit-along in dispatch for more than an hour?

a. No –

b. Yes – Was the sit-along time valuable to you?

1 2 3 4 5

f) What can we do better to serve you?

Please rate all questions on a 1-5 scale, with 5 being outstanding and 1 needing improvement.

Human Resources:

a) Do you feel the communication from the Human Resource Department when applying for employment was helpful and prompt?

1 2 3 4 5

b) Is the hiring process clearly explained during each phase?

1 2 3 4 5

c) Were you treated with respect and kindness by our pre-employment physical team at Mercy Occupational Medical Facility?

1 2 3 4 5

d) Were you treated with respect and kindness by our psychologists and their team during your pre-employment psychological evaluation?

1 2 3 4 5

e) What can we do better to serve you?

Please rate all questions on a 1-5 scale, with 5 being outstanding and 1 needing improvement.

Information Technology (IT):

a) Are the members of the IT team professional and responsive to your needs?

1 2 3 4 5

b) Do you feel the members of the IT team support you?

1 2 3 4 5

c) Was the response to, or completion of, the work requested timely?

1 2 3 4 5

d) What can we do better to serve you?

Please rate all questions on a 1-5 scale, with 5 being outstanding and 1 needing improvement.

Organization Overall:

a) Have you recently visited the Communications Center? If yes, were you treated with respect and kindness?

1 2 3 4 5

b) Depending on the nature of your visit, was your matter handled in a professional manner?

1 2 3 4 5

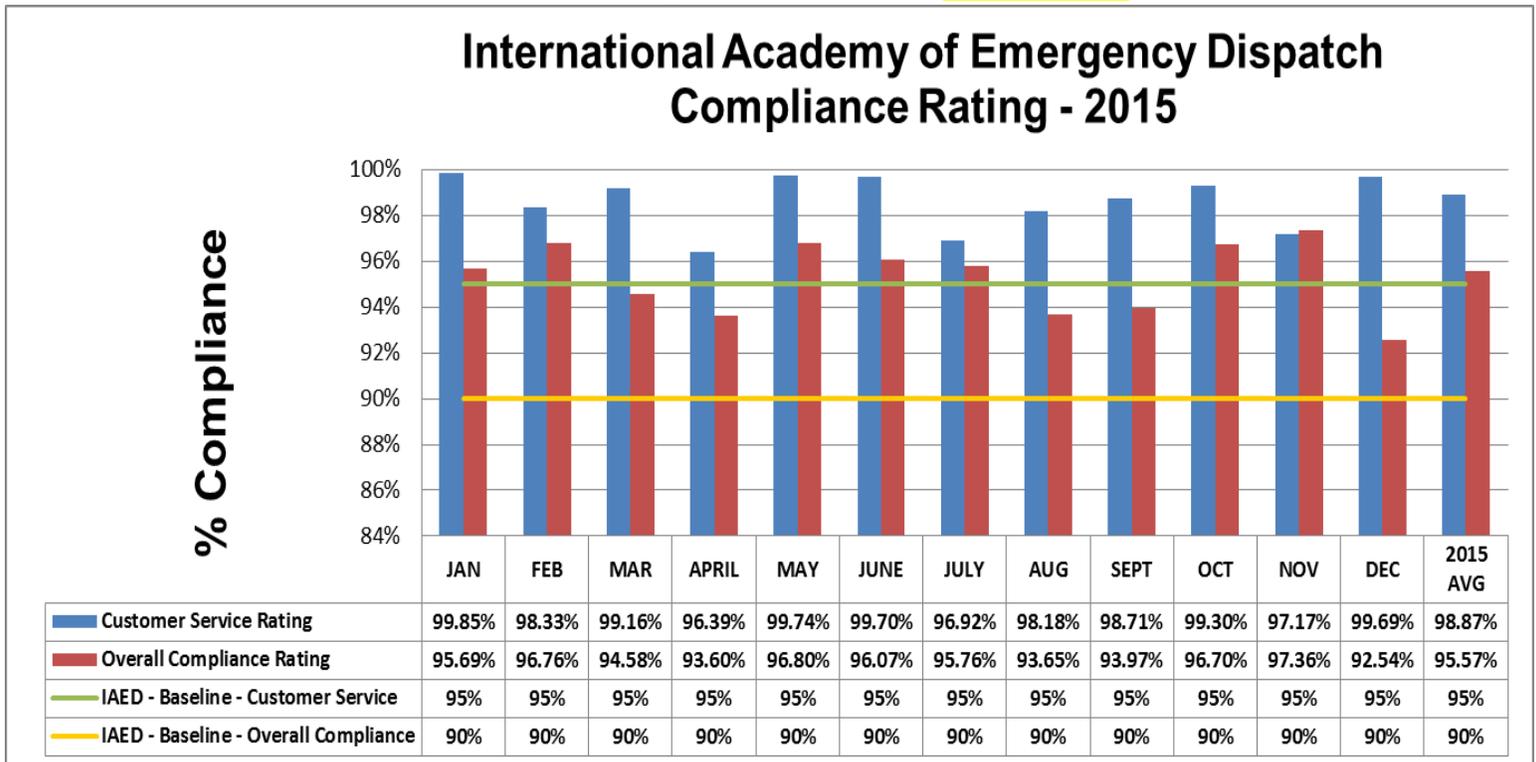
c) What is your overall impression of Sacramento Regional Public Safety Communications Center?

1 2 3 4 5

d) What can we do better to serve you?

- **Customer Service Compliance Average* (Baseline Requirement of 95%)**
 - Customer Service Compliance Average for **November, 2015: 97.17%**
 - Customer Service Compliance Average for **December, 2015: 99.69%**
 - Overall – Customer Service Compliance Average for **2015: 98.82%**

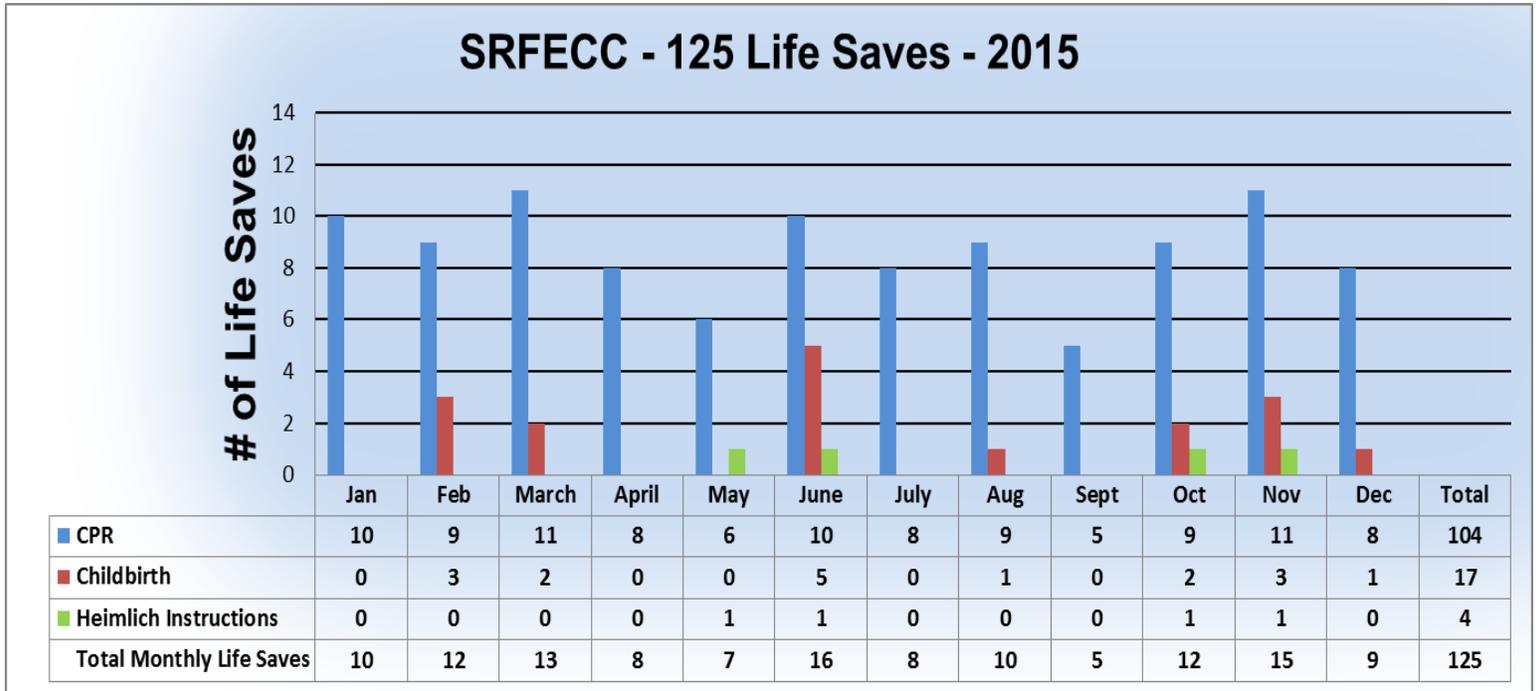
- **Total Compliance Average* (Baseline Requirement of 90%)**
 - Total Compliance Average for **November, 2015: 97.36%**
 - Total Compliance Average for **December, 2015: 92.54%**
 - Overall – Total Compliance Average for **2015: 95.60%**



*Effective Emergency Medical Dispatch (EMD) practices are based on the consistent use of medically approved dispatch protocols. EMD or the Medical Priority Dispatching System (MPDS) is in part based on published standards of the International Academy of Emergency Dispatch (IAED) in consultation with the National Association of EMS Physicians (NAEMSP), the American Society for Testing and Materials (ASTM), the American College of Emergency Physicians (ACEP), the U.S. Department of Transportation (USDOT), the National Institutes of Health (NIH), the American Medical Association (AMA), and more than 30 years of research, development, and field testing throughout the world. Overall, the dispatch protocols are established by the IAED Board of Fellows, which is responsible for setting the accreditation process of the International Academy. Per IAED standards, the Quality Improvement standards report requires a consistent, cumulative MPDS incident case review of at or above the stated baseline percentages.

SRFECC – 125 Life Saves in 2015

Since January 1st, 2015 our Dispatch Team has accomplished 125 Life Saves.



15 Life Saves – November, 2015

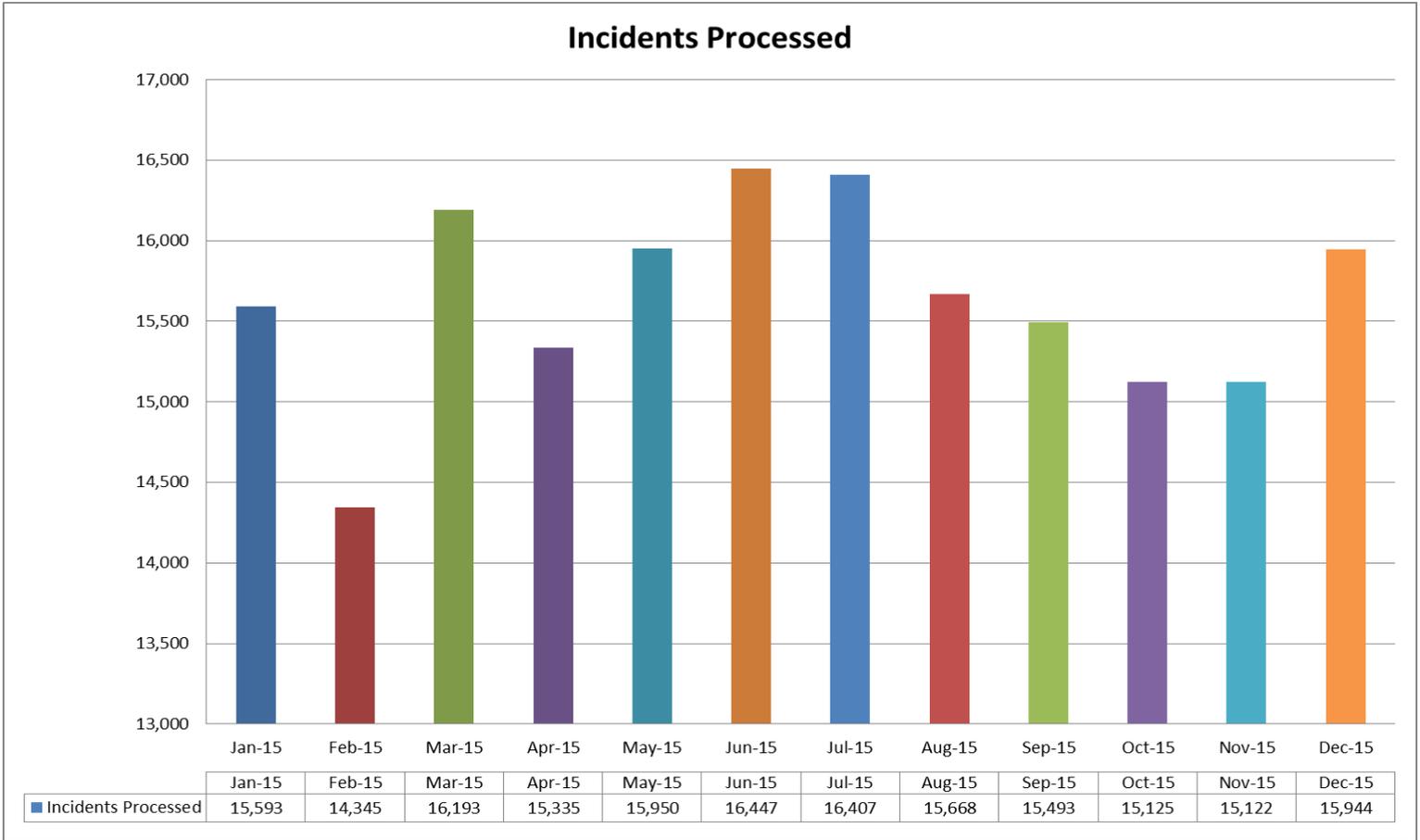
1. On November 1st, *Call Taker Theresa Miller*, B Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
2. On November 4th, *Call Taker Angela Stefenoni*, A Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving maternity instructions for a baby boy born in a non-hospital environment.
3. On November 4th, *Dispatcher Amy Wolfe*, A Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving Heimlich and CPR instructions.
4. On November 6th, *Call Taker Janet Tracy*, B Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
5. On November 7th, *Call Taker Brady Jones*, A Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.

6. On November 12th, ***Dispatcher Tina Dungan***, A Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving maternity instructions for a baby girl born in a non-hospital environment.
7. On November 15th, ***Supervisor Tara Poirier***, B Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions
8. On November 15th, ***Call Taker Theresa Miller***, B Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
9. On November 16th, ***Dispatcher Dana Guerrero***, A Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving maternity instructions for a baby boy born in a non-hospital environment.
10. On November 22nd, ***Call Taker Janet Tracy***, A Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
11. On November 22nd, ***Dispatcher Ava Fender***, A Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
12. On November 23rd, ***Dispatcher Marlo Swett***, A Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
13. On November 24th, ***Supervisor Chuck Moody***, B Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
14. On November 26th, ***Call Taker Jamie Brown***, B Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
15. On November 29th, ***Supervisor Barbara Vatalaro***, A Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.

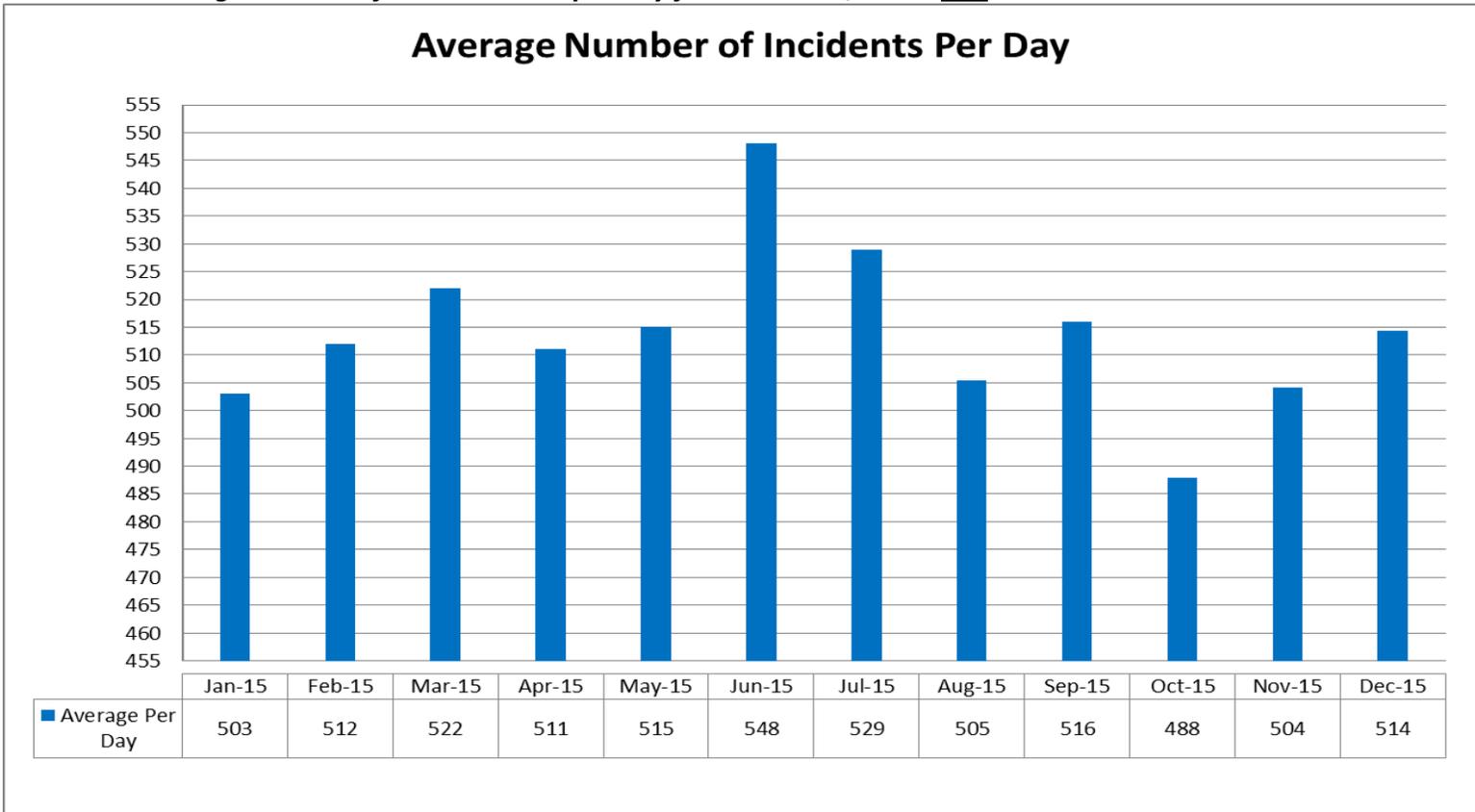
9 Life Saves – December, 2015

1. On December 1st, ***Dispatcher Jillian Short***, B Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
2. On December 5th, ***Dispatcher Marlo Swett***, A Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
3. On December 10th, ***Call Taker Laura Macias***, A Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
4. On December 10th, ***Dispatcher Dennis McGrath***, A Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving maternity instructions for a baby born in a non-hospital environment.
5. On December 14th, ***Call Taker Theresa Miller***, B Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
6. On December 18th, ***Dispatcher Lynn Walker***, A Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
7. On December 20th, ***Dispatcher Katherine Shelton***, B Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
8. On December 27th, ***Call Taker Jennifer Rooke***, B Days Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.
9. On December 31st, ***Dispatcher Katherine Shelton***, B Nights Squad, while utilizing effective EMD instructions assisted the 9-1-1 reporting party in providing life-saving CPR instructions.

Total number of CAD incidents for December, 2015: 15,944



Average number of CAD incidents per day for December, 2015: 514



The following data is the telephony performance measures for the Sacramento Regional Fire/EMS Communications Center (SRFECC) during the month of December, 2015 for all incoming and outgoing calls to and from the Center on 9-1-1 lines, Seven-Digit Emergency (7DE) lines, Allied Agencies (i.e. Sacramento Police Dept.), Alarm Company lines, as well as Seven-Digit Administrative lines.

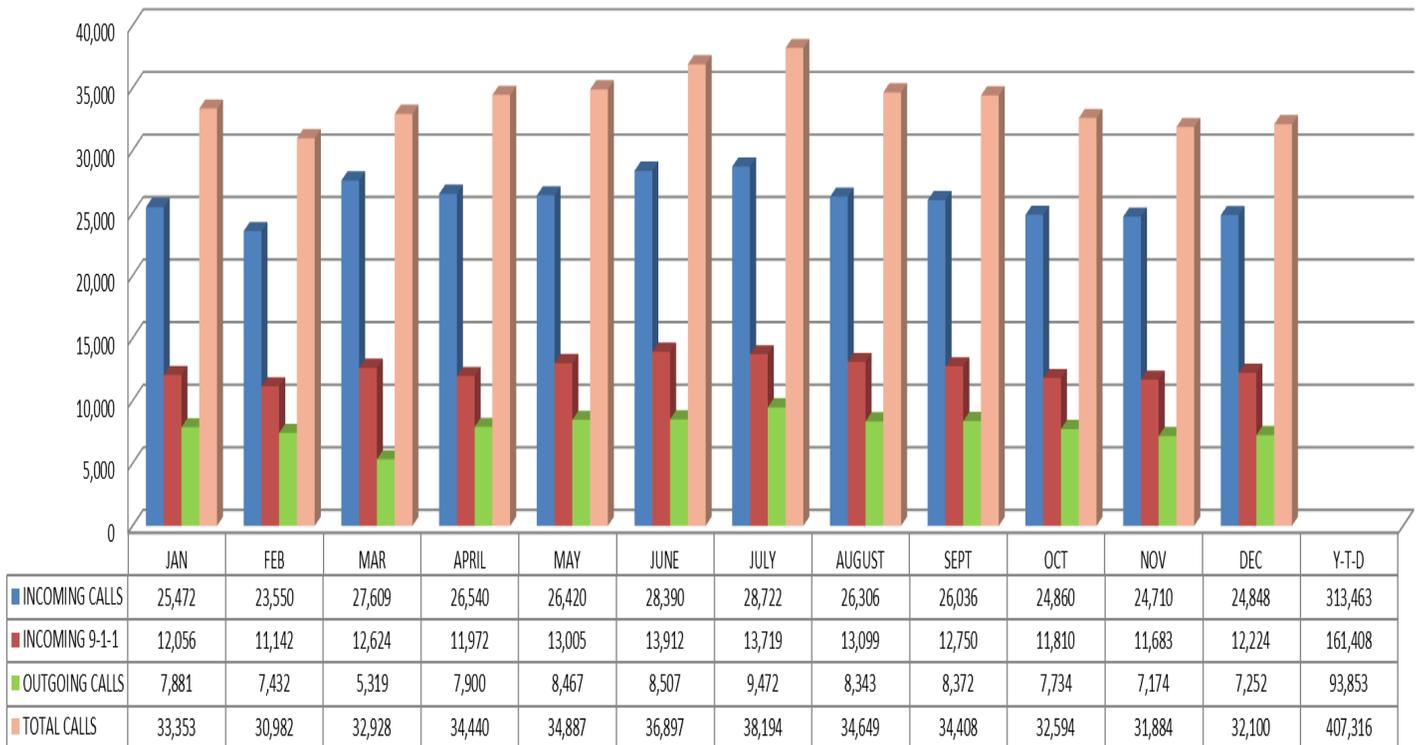
Summary of Information

During the month of December, 2015 dispatch staff processed **24,848** incoming calls and **7,252** outgoing calls for a total call volume of **32,100**.

Detailed Breakdown of Information

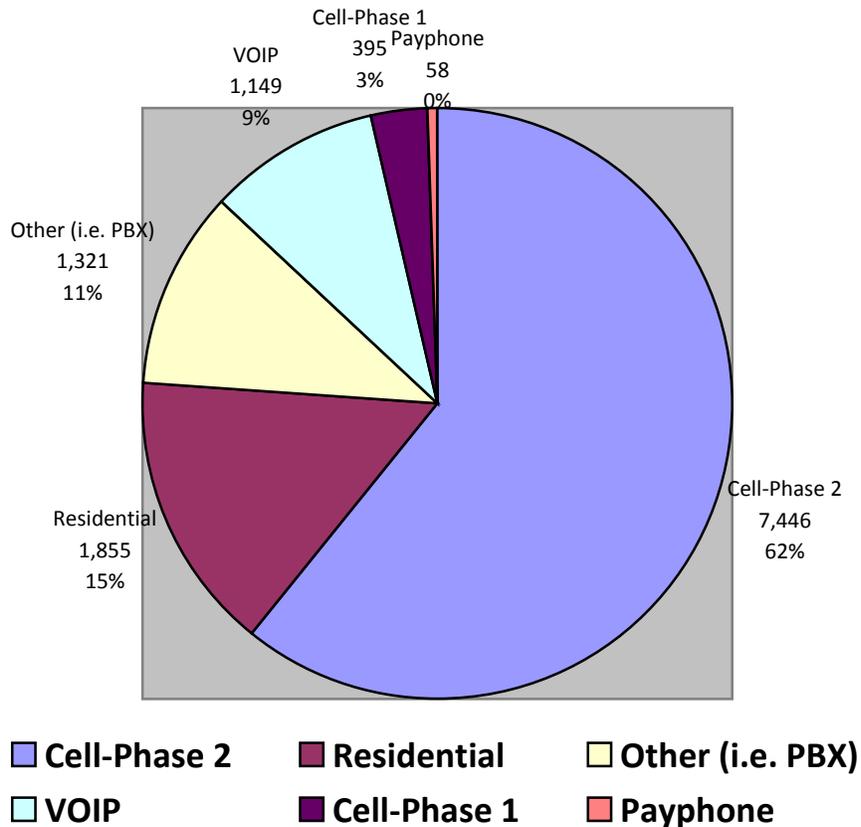
- ***Incoming 9-1-1 lines:*** There were **12,224** incoming 9-1-1 calls.
- ***“Seven-Digit” Emergency lines (7DE):*** There were **4,221** incoming seven-digit emergency calls.
- ***Allied Agency/Alarm Co:*** There were **3,109** incoming Allied Agency and Alarm Company calls.
- ***Non-Emergency/Administrative (7DA) lines:*** There were **5,294** incoming 7DA calls.

Telephony Performance Measure - 2015



The following chart represents incoming call distribution according to class of service (i.e. Cell-Phase 2, Residential, etc.) for the **12,224** incoming 9-1-1 calls.

INCOMING 9-1-1 CALL DISTRIBUTION - December, 2015



Answering Standard: NFPA 1221 – 2013 Edition

According to NFPA 1221–2013 ed., Chp. 7, Sec. 7.4–Operating Procedures:

Rule 7.4.1: *“Ninety-five percent of alarms received on emergency lines shall be answered within 15 seconds, and 99 percent of alarms shall be answered within 40 seconds.”*

Utilizing the measure recommended by NFPA 1221-2013 ed. that all calls received on emergency lines shall be answered within 15 seconds 95% of the time and 99% percent of emergency lines shall be answered within 40 seconds – In December, the dispatch team answered all calls on emergency lines within 15 seconds **97.40%** of the time and answered within 40 seconds **99.79%**. Thus, **the dispatch team exceeded both NFPA answering standards in December.**

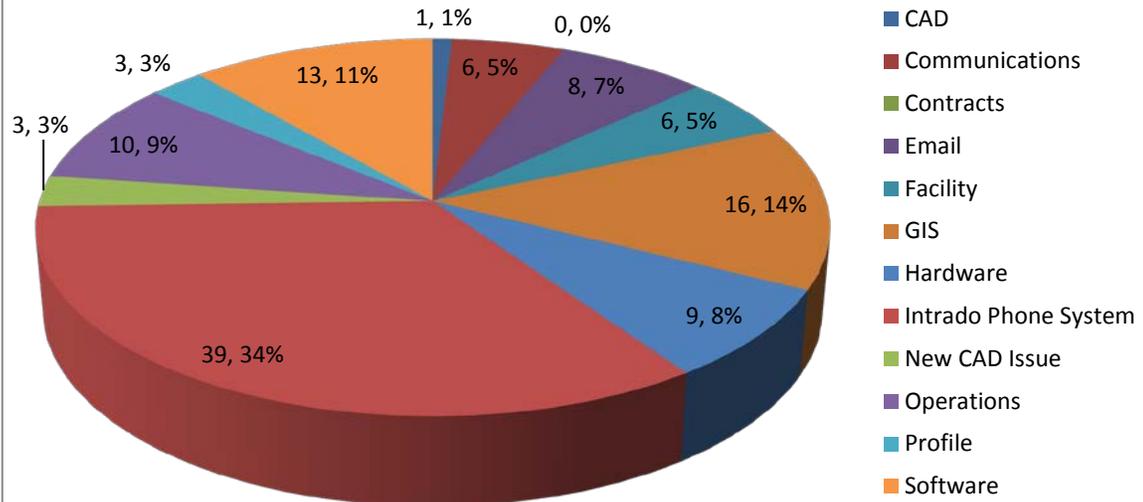
Opened/Closed Service Records Per Category

Date range 11/01/2015 - 11/30/2015
 Generated on 01/14/2016 13:55

| Category | Opened SRs | Closed SRs | Total (opened - closed) |
|----------------------|------------|------------|-------------------------|
| CAD | 8 | 1 | 7 |
| Communications | 11 | 6 | 5 |
| Contracts | 1 | 0 | 1 |
| Email | 11 | 8 | 3 |
| Facility | 8 | 6 | 2 |
| GIS | 13 | 16 | -3 |
| Hardware | 10 | 9 | 1 |
| Intrado Phone System | 46 | 39 | 7 |
| New CAD Issue | 3 | 3 | 0 |
| Operations | 10 | 10 | 0 |
| Profile | 4 | 3 | 1 |
| Software | 11 | 13 | -2 |

| | | | |
|--------------|------------|------------|-----------|
| Total | 136 | 114 | 22 |
|--------------|------------|------------|-----------|

Service Records Closed in November



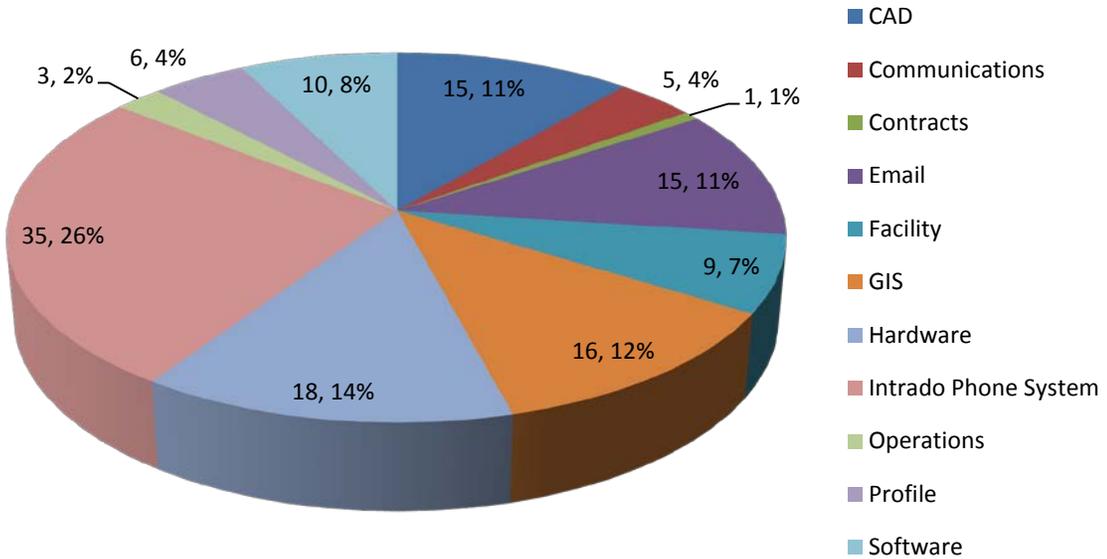
Opened/Closed Service Records Per Category

Date range 12/01/2015 - 12/31/2015
 Generated on 01/14/2016 13:03

| Category | Opened SRs | Closed SRs | Total (opened - closed) |
|----------------------|------------|------------|-------------------------|
| CAD | 11 | 15 | -4 |
| Communications | 4 | 5 | -1 |
| Contracts | 1 | 1 | 0 |
| Email | 14 | 15 | -1 |
| Facility | 7 | 9 | -2 |
| GIS | 18 | 16 | 2 |
| Hardware | 18 | 18 | 0 |
| Intrado Phone System | 38 | 35 | 3 |
| Operations | 3 | 3 | 0 |
| Profile | 1 | 6 | -5 |
| Software | 15 | 10 | 5 |

| | | | |
|--------------|------------|------------|-----------|
| Total | 130 | 133 | -3 |
|--------------|------------|------------|-----------|

Service Records Closed in December





Mark A. Wells
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Avenue, Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916)859-3720

January 19, 2016

Janice Parker
Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway
Sacramento, California 95827

Dear Ms. Parker:

At the Executive Committee Meeting of the Sacramento Metropolitan Fire District held January 14, 2016 Deputy Chief Eric Bridge was appointed as the District's delegate member. Communications Division Manager Scott Andrews was appointed as the alternate member on the Sacramento Regional Fire/EMS Communications Center JPA Governing Board, effective immediately.

If you need any further information, please contact me at (916) 859-4305.

Sincerely,

Melissa Penilla
Clerk of the Board

cc: Deputy Chief Holbrook
Deputy Chief Bridge
Communications Division Manager Scott Andrews
File



EL DORADO HILLS FIRE DEPARTMENT

"Serving the Communities of El Dorado Hills, Rescue and Latrobe"

December 29, 2015

Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway
Sacramento, California 95827-3006
Attn: Teresa Murray – Chief Executive Director

Re: SRFECC JPA Potential Membership Request & Feasibility Study Quote

Greetings Teresa,

I wanted to once again thank you for the very professional, informative, and educational presentation you and your team provided to my Communications Committee on Dec 15th. It is obvious from that presentation that your team is top notch, and even more importantly the entire group seemed dedicated to customer service. This is in line with our goal of providing the best possible emergency response to the residents of our District along with the best possible tools for the safety and functionality of our Firefighters.

In our effort to strive for continuous improvement, El Dorado Hills Fire Department conducted a Community Driven Strategic Planning process in late 2013. During that multi-day process our communications systems & dispatch were highlighted as one of our weaknesses during a SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis. As that process matured Communications was established as one of our six strategic Initiatives and currently remains a top priority for us. At our December 23rd Board Meeting the communications committee presented the information we had received from your team. As a result, our Directors moved with a 5-0 vote authorizing me to proceed with a request for potential membership from your SRFECC JPA and a subsequent feasibility study quote from your organization.

Please use this letter as our official request to be considered for JPA membership and, if approved, please supply a quote to our Department for a Feasibility Study to provide El Dorado Hills Fire Department with full dispatch/communications services.

Respectfully,

David C Roberts

Fire Chief Serving the Communities of El Dorado Hills, Rescue and Latrobe.