



Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway, Sacramento, CA 95827-3006
www.srfecc.ca.gov

9:00 a.m.

Tuesday, April 13, 2021

REGULAR MEETING OF THE GOVERNING BOARD OF SRFECC
10545 Armstrong Ave – Room #385
Mather, CA 95655-4102

Public Remote Access at:

[Join Microsoft Teams Meeting](#)

[+1 916-245-8065](tel:+19162458065) United States, Sacramento (Toll)

Conference ID: 950 282 072#

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The Board will convene in open session at 9:00 a.m.

Call to Order

Chairperson

Roll Call of Member Agencies

Clerk of the Board

Primary Board Members

Chris Costamagna, Chairperson
Tyler Wagaman, Vice Chairperson
Troy Bair, Board Member
Chad Wilson, Board Member

Deputy Chief, Sacramento Fire Department
Deputy Chief, Sacramento Metropolitan Fire District
Deputy Chief, Cosumnes Fire Department
Division Chief, Folsom Fire Department

Pledge of Allegiance

AGENDA UPDATE: An opportunity for Board members to (1) reorder the agenda; and (2) 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 (3) minutes.

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Please Note: The Public's health and well-being are the top priority for the Board of Directors ("Board") of Sacramento Regional Fire/EMS Communications Center and therefore, because of the potential threat of COVID-19 (Coronavirus), public access to this meeting will be available through the link set forth above.

PRESENTATION:

None

* INDICATES NO ATTACHMENT

CENTER REPORTS:

- 1. Medical Director Dr. Mackey*

RECESS TO CLOSED SESSION:

- 1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

Center Negotiator(s) Lindsay Moore, Counsel
Ty Bailey, Executive Director
Employee Organization(s) Teamsters Local 150
Teamsters Local 856
Unrepresented Administrators

- 2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

- a. Employee Evaluation: Executive Director
- b. Employee Evaluation: Medical Director

- 3. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

a. Pursuant to California Government Code Section 54956.9(b)
The Board will meet in closed session to discuss significant exposure to litigation. Two (2) potential cases

RECONVENE TO OPEN SESSION AT ESTIMATED TIME: 10:00 a.m.

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 (March 9, 2021) Page 4

PROPOSED ACTION: Motion to Approve Consent Agenda

ACTION ITEMS:

- 1. Assignment of Contract from Northrop Grumman to Peraton Page 9
- 2. PAD Update – Removal of EMS Coordinator Position Page 11

DISCUSSION/POSSIBLE ACTION:

NONE

INFORMATION:

- 1. Communications Center Statistics Page 12
- 2. Financial Reports Page 15
 - a. Monthly Credit Card Usage Statement (January)
 - b. Budget to Actuals
 - c. Umpqua Lease Update
- 3. Recruitment Update Page 21
- 4. Project Update Page 22
- 5. Executed Board Up Contracts, 2021-2024 Page 23
- 6. Fictitious Business Name Statement - identify the fictitious name of Sacramento Regional Fire/EMS Communications Center Page 145

* INDICATES NO ATTACHMENT

CENTER REPORTS:

1. Executive Director Bailey*
2. Deputy Director House – Administration*
3. Deputy Director Soares – Operations*

CORRESPONDENCE:

None

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is May 11, 2021.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102

Time: 9:00 a.m.
Board Members, Alternates, and Chiefs

Posted at: 10230 Systems Parkway, Sacramento, CA 95827
www.srfecc.ca.gov
10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director'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 April 9, 2021, a copy of the agenda was posted:

- at 10230 Systems Parkway, Sacramento, CA 95827
- at 10411 Old Placerville Rd – Suite #210, Sacramento, CA 95827
- on the Center's website which is: www.srfecc.ca.gov
- 10545 Armstrong Ave, Mather, CA 95655-4102



Clerk of the Board

* INDICATES NO ATTACHMENT

REGULAR GOVERNING BOARD MEETING

March 9, 2021

GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna	Sacramento Fire Department
Deputy Chief Tyler Wagaman	Sacramento Metropolitan Fire District
Deputy Chief Troy Bair	Cosumnes Community Services District
Division Chief Chad Wilson	Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Ty Bailey	Executive Director
Diane House	Deputy Director – Administrative
Kylee Soares	Deputy Director - Operations

OTHERS IN ATTENDANCE

Lindsay Moore	Counsel, SRFEC
Marissa Shmatovich	Executive Assistant, SRFEC

NOTE: Because the Governor declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the Coronavirus) attendance by the public at this meeting was by telephonic means only and was made accessible to members of the public solely through the link set forth below.

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Conference ID: 950 282 072#

The meeting was called to order and roll call taken at 9:04 a.m.

1. The Pledge of Allegiance was recited.
2. There were no agenda updates.
3. There was no Public Comment.
4. PRESENTATION:

UPS Project Completion After Action Report

Diane House presented the UPS After Action Report. The primary objective of the UPS Replacement project was to continue operations without impacting the citizens, while changing out the hardware and installing new equipment.

The mission was accomplished. The Center achieved the new objectives, and also proved the concept of Metro HQ as the DR. The Center now has the comfort of knowing that if the Center needs to be evacuated, it's possible with confidence.

AREPS onsite assisted through the outage, and maintained station alerting via backup power to the RIC (thanks to Schuler and Jordan)

The vendors on site were responsive, and all tickets affiliated with the UPS project are closed.

Items that need work:

- Communication. This communication would involve setting expectations for all involved and engaged.

- The Center will also continue building out Metro HQ DR, to include satellite AT&T phone system and live CAD.
- One significant delay in the project was the 20 minutes it took to get the 9-1-1 system transferred. The new satellite phone system is IP based, and would have no delay to transfer to the DR.
- Radio communication – portables are difficult to use while dispatching. Researching ear pieces or a board that uses a foot pedal, leverage the portable but provide a mic and ear piece.
- Took longer than expected to shut everything down, will improve moving forward. Will divide the tasks among people and have a more defined timeline for shut down.
- Ability to provide times and incident numbers – the power outage crossed shifts, which resulted in crews unable to complete reports.
- Ability to provide call information leveraging Active 911 – Metro AREPS were manually entering information into Active 911. During the event, voiced address twice and Metro utilized Active 911, which is a feature the Center will look to do in the future.

Items needed to complete:

- Complete DEMO of the legacy equipment
- Label all circuits and outlets, as some changed
- Training on monitoring the new UPS equipment
- Improve the timing of shutting the equipment down and bringing things up
- Improve the COOP
- Hold monthly AAR meetings until all are complete

Included in the board packet is the initial timeline, updated timeline, essential functions, and after action items.

The final timeline was edited throughout the process, and the Center will utilize this timeline moving forward to fine tune the timing.

Essential functions list includes all the software, hardware, etc., in the environment needed for maintaining service in the Center. Any not initially included were added.

At the conclusion of the project, there are only 30 outstanding action items. Some are already closed and several are in progress. The Center will continue to work through these and bring an update back to the board, with estimated completion 2-3 months.

Chief Costamagna questioned item 20, the unscheduled power load testing, in the previous AAR. DD House indicated that the Center wants to get on weekly power load testing and unscheduled testing to test the ability to handle outages. This was recommended by the vendor.

5. CENTER REPORTS:

Medical Director Dr. Mackey

Dr. Mackey discussed that the conversation continues to be about vaccines. The future for vaccines is large vaccine events within the community, and to sunset the fire agencies' efforts on administering vaccines. The initial plan was to get fire agencies out of administering vaccines by the end of March, and this is the continued hope. Dr. Mackey will continue to work with the agencies who want to continue to work with the populations who are difficult to reach, due to lack of transportation, no access to cell phones or internet. Dr. Mackey plans to reach out to community groups to reach those populations, and proposes to utilize the CCR units due to the contract with the Department of Public Health to administer vaccines to those underserved and difficult to serve populations.

Dr. Mackey also discussed the new CDC guidance which indicates that in groups of 10 or less, in which all are 12 days out from their second vaccine dose, masks need not be worn. Ultimately, however, a vaccination rate of 85% needs to be reached in order for masks to not be required. Dr. Mackey is currently drafting an email to send out to a large group that would recommend continued masking in all agency settings until a vaccination rate of 85% is reached, especially given the new rare variants of Coronavirus. Due to the high rate of vaccination required, Dr. Mackey indicated this likely means indefinite masking.

After questions regarding masking from the board, Dr. Mackey indicated that as public servants, we all have the duty to serve and protect ourselves and our community, and that can be done through vaccination or by wearing masks, and that will be his recommendation until he sees evidence indicating otherwise.

6. CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATOR*
Pursuant to Government Code Section 54957.6

Center Negotiator(s) Lindsay Moore, Counsel
 Ty Bailey, Executive Director

Employee Organization(s) Teamsters Local 150
 Teamsters Local 856
 Unrepresented Administrators

2. PERSONNEL ISSUES*
Pursuant to California Governing Code Section 54957

a. Employee Evaluation: Executive Director

3. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

a. Pursuant to California Government Code Section 54956.9 (b)
The Board will meet in closed session to discuss significant exposure to litigation.
Two (2) potential cases

Closed session was convened at 9:30 a.m.

Open session was reconvened at 11:37 a.m.

1. The Board gave direction. No formal action was taken.
2. The Board received an update; no formal action was taken.
3. The Board received an update; no formal action was taken.

7. 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.

A motion was made by Chief Wilson and seconded by Chief Bair to approve the consent agenda and Board Meeting minutes (March 9, 2021).

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom Fire

NOES:
ABSENT:
ABSTAIN:

Motion passed.

8. ACTION ITEMS:

1. Northrop Grumman/Peraton Amendment 7 – MS SQL Server Exchange

A motion was made by Chief Wilson and seconded by Chief Wagaman to approve the Northrop Grumman/Peraton Amendment 7 – MS SQL Server Exchange.

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

Motion passed.

2. Northrop Grumman/Peraton Amendment 8 – 5 year Maintenance

A motion was made by Chief Wilson and seconded by Chief Costamagna to approve the Northrop Grumman/Peraton Amendment 8 – 5 year Maintenance

AYES: Sacramento Fire, Cosumnes Community Services District, Folsom
NOES:
ABSENT:
ABSTAIN:

Motion passed.

3. Independent Contract with Rahul Maharaj for EMDQ Services

A motion was made by Chief Wagaman and seconded by Chief Wilson to approve the Independent Contract with Rahul Maharaj for EMDQ Services.

AYES: Sacramento Fire, Cosumnes Community Services District, Folsom
NOES:
ABSENT:
ABSTAIN:

Motion passed.

4. Mission Critical Partners Essential Services for Structural Review Proposal

A motion was made by Chief Bair and seconded by Chief Costamagna to approve the Mission Critical Partners Essential Services for Structural Review Proposal.

AYES: Sacramento Fire, Cosumnes Community Services District, Folsom
NOES:
ABSENT:
ABSTAIN:

Motion passed.

5. Priority Dispatch – Additional ProQA Licenses Quote

A motion was made by Chief Wagaman and seconded by Chief Wilson to approve the Priority Dispatch – Additional ProQA Licenses Quote.

AYES: Sacramento Fire, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

9. DISCUSSION/POSSIBLE ACTION:

None

10. INFORMATION:

1. Communications Center Statistics
2. Financial Reports
 - a. Monthly Credit Card Usage Statement (January)
 - b. Budget to Actuals
 - c. Umpqua Lease Update
3. Recruitment Update
4. Project Update
5. PAD Update
6. SRFECC Power Failure AAR Final Report
7. SRFECC Board Up Contractor Selections, Contract Years 2021-2024

11. CENTER REPORTS

Executive Director

Chief Bailey began with congratulating the 7 recruits that began the academy yesterday and wishes them success moving forward.

The Center went live with ProQA last week and it is going very well.

Continued review of policies such as sick leave and FMLA to reflect law changes, as well as substance abuse.

Negotiations are underway, next meeting begins March 15.

The Center is collaborating with other agencies on new Commandpoint CAD.

Website update on schedule for April 1.

CAD project progress is being made, with next steps installing new hardware and beginning software.

Deputy Director Soares

Welcome to Academy 21-1!

Two dispatchers in main training and one dispatcher in CRO training.

ProQA went live on March 2, one of the largest operational changes the Center has experienced. Some workflow changes require adjustment, but is going very well. Supervisor Strong received kudos for her efforts on launching this new software. Thank you to the Chiefs who stopped by the Center during ProQA go-live to observe operations.

Dispatcher Appreciation week is taking place during April 11-17, putting best foot forward in recognizing the great work the dispatchers do.

12. CORRESPONDENCE:

None.

13. ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

None.

14. BOARD MEMBER COMMENTS:

Chief Costamagna

Chief Costamagna congrats on UPS project and ProQA. Largest operational change in quite some time. Thank you for work on budget. Looks forward to meeting recruits

Chief Bair

Chief Bair thanked everyone for their work and asked the thanks get passed on to those on the floor.

Chief Wilson

Chief Wilson passed along praise for ProQA after receiving significant positive feedback from the field crews. He also expressed kudos to DD Soares for her PROQA. Academy recruits congrats

Chief Wagaman

Chief Wagaman thanked the Center for the AAR presentation. Know what it takes to stand up a DR and what we need to do moving forward. Largest item is the amount of time it takes to transfer 911 calls, anything we can do to alleviate that time delay is a positive change. TY for the work on ProQA, any change is hard, looking forward to the successes. Congrats to Academy 21-1, great step in the right direction. Looking forward to seeing new website, another project long time coming.

14. ADJOURNMENT:

The meeting was adjourned at 11:52 a.m.

Respectfully submitted,




Marissa Shmatovich
Clerk of the Board

DocuSigned by:

1EC28EEA266C48C...

Chris Costamagna, Chairperson

DocuSigned by:

906FAFC410E3413

Tyler Wagaman, Vice Chairperson

Northrop Grumman Systems Corporation7575 Colshire Drive
McLean, Virginia 22102

northropgrumman.com

March 17, 2021

VIA ELECTRONIC MAIL

dhouse@srfecc.ca.gov

Reference: Sac Fire Paramount Pro-QA Interface - PO1920-80068. Sales Doc 1001024169

Subject: Approved Assignment of Contract from Northrop Grumman Systems Corporation to Peraton Inc.

Northrop Grumman Systems Corporation ("Northrop Grumman") is in receipt of your approval dated February 09, 2021 for the assignment of the referenced contract from Northrop Grumman to Peraton Inc. At this time we ask that you prepare a contract modification to memorialize this change and submit to the undersigned contract administrator for execution. The modification should include the following elements:

The contract and all associated obligations are transferred from Northrop Grumman Systems to Peraton Inc., a Maryland Corporation, and effective January 30, 2021.

Unless otherwise indicated in the modification, all terms and conditions of the contract shall remain in full force and effect. .

Corporate Address - HeadquartersPeraton Inc.
12975 Worldgate Drive, Suite 700
Herndon, VA 20170-6008
703-668-6000**Tax ID Number**

52-1597904

Remittance AddressElectronic Payments: Bank Name: Bank of America
Account Name: Peraton Inc (Dutchman SAP Collections)
ABA/Routing #: 111000012
Account #: 4451442022EFT Remittance Email: cashapps@peraton.comPayment by Check: Peraton Inc.
12975 Worldgate Drive
Attention: Accounts Payable
Herndon, VA, 20170

Point of Contact

Cynthia Williams
Contracts Administrator
Cynthia.williams@peraton.com
(865) 719-6680

Signatories – Authorized Representatives from:

- Sacramento Regional Fire/EMS Communication Center
- Northrop Grumman System Corporation
- Peraton Inc.

Please return the modification to the attention of Cynthia Williams at cynthia.williams@peraton.com. Once received, it will be routed for signature by Northrop Grumman and Peraton.

Sincerely,

Cynthia Williams

Cynthia Williams
Contract Administrator

This letter will serve as Modification to transfer the current contract from Northrop Grumman Corporation to Peraton.

Sacramento Regional Fire/EMS Communication Center

Signature

Date

Name and Title

Peraton, Inc.

Signature

Date

Name and Title

Northrop Grumman Systems Corporation

Signature

Date

Name and Title

SRFECC Positions & Authorization Document (PAD) - Revised 04/01/2021			
FY 20/21			
Center Management			
Position	Authorized	Actual	Comments
Executive Director	1	1	
Deputy Director, Operations	1	1	
Deputy Director, Administration	1	1	
Executive Assistant	1	1	
Totals	4	4	
Operations Division			
Position	Authorized	Actual	Comments
Dispatcher Supervisor	6	6	
Dispatcher	35	34	
Totals	41	40	
Administration and IT Division			
Position	Authorized	Actual	Comments
Human Resource Manager	1	1	
CAD Administrator	1	1	
Telecommunications Engineer	1	1	
CAD/Radio Technician	1	1	
Office Specialist - Admin	1	0	
Accounting Specialist II	1	1	
Payroll & Benefits Administrator	1	1	
Totals	7	6	
Totals	52	50	



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

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Telephony Performance Measure March 2021

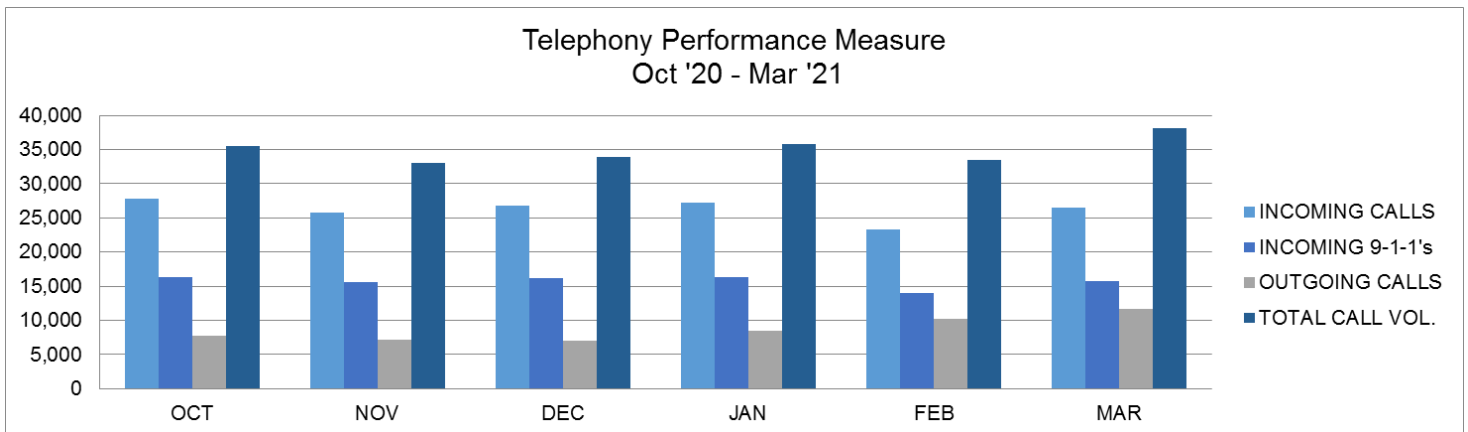
The following data is the telephony performance measures for the Sacramento Regional Fire/EMS Communications Center (SRFECC) during the month of March 2021 for all incoming and outgoing calls to and from the Center on 9-1-1 lines, Seven-Digit Emergency (7DE) lines, Allied Agencies (i.e. Sacramento Police Dept.), Alarm Company lines, as well as Seven-Digit Administrative lines.

Summary of Information

During the month of March 2021, dispatch staff processed **26,475** incoming calls and **11,602** outgoing calls for a total call volume of **38,077**.

Detailed Breakdown of Information – Incoming Lines

- **9-1-1 Emergency lines: 15,671**
- **“Seven-Digit” Emergency lines (7DE): 4,229**
- **Allied Agency/Alarm Companies: 3,082**
- **Non-Emergency/Administrative (7DA) lines: 3,834**



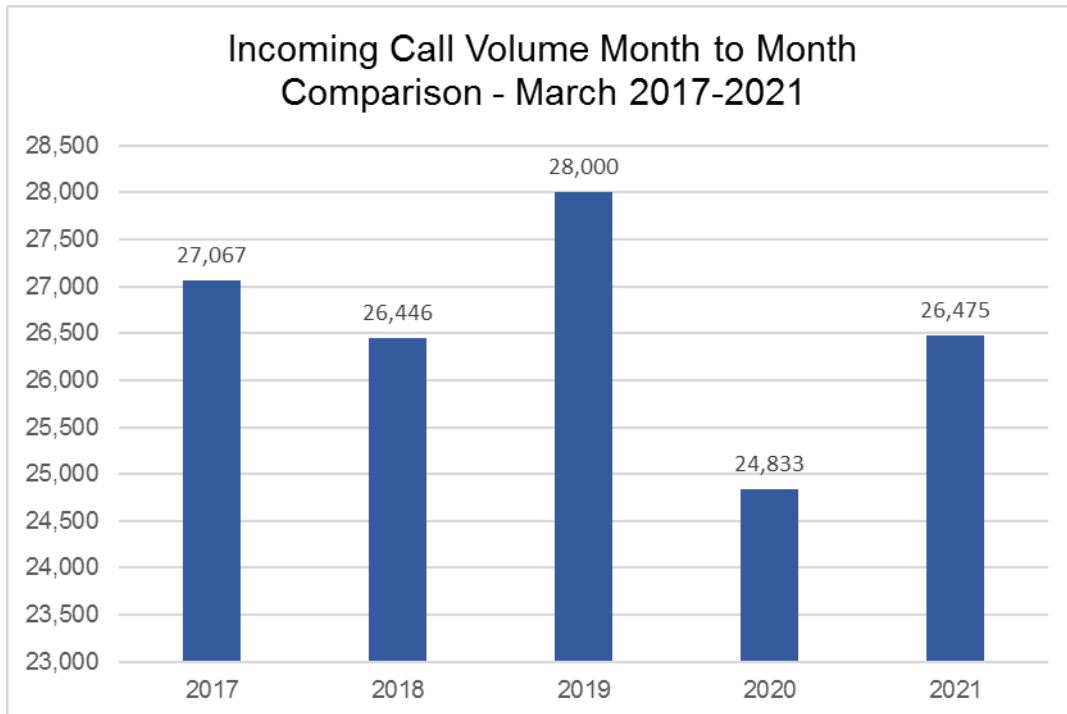


Sacramento Regional Fire/EMS Communications Center

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The following data represents incoming call comparisons for the same month over a 5 year time period:





Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

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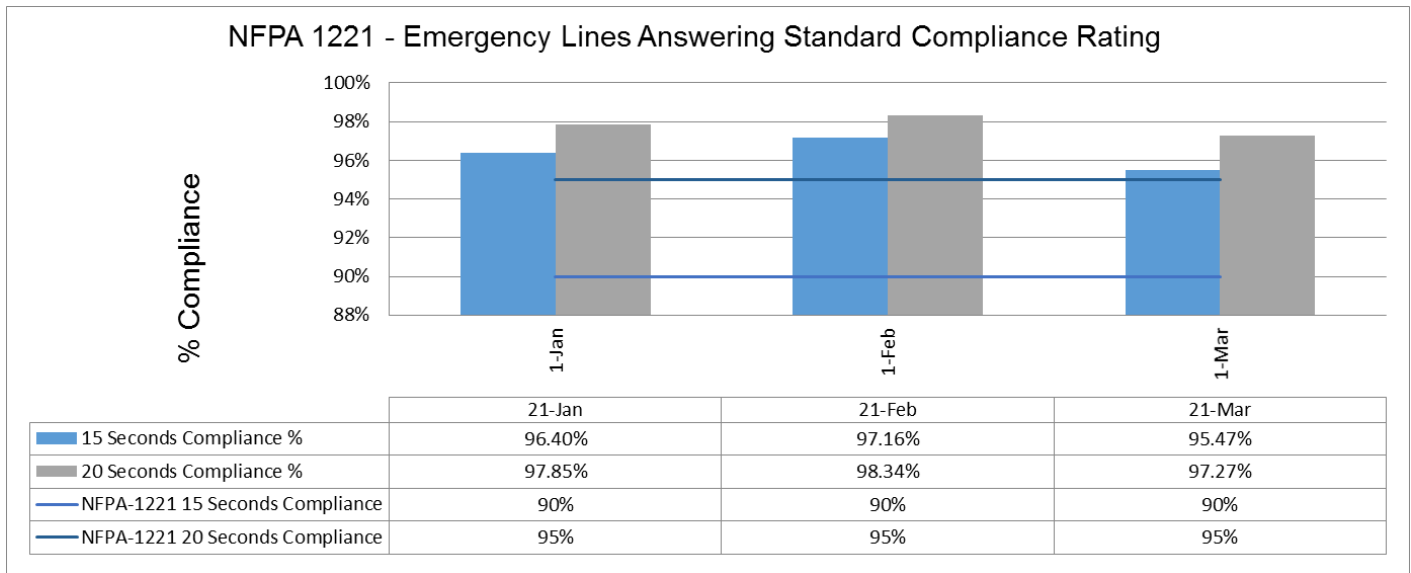
Emergency Lines Answering Standard: NFPA-1221 (2019 Edition)

According to NFPA-1221 (2019 ed.), Chp. 7, Sec. 7.4 – Operating Procedures:

Rule 7.4.1: “Ninety percent of events received on emergency lines shall be answered within 15 seconds, and 95 percent of alarms shall be answered within 20 seconds.”

NFPA-1221 (2019 ed.) recommends that all calls received on emergency lines shall be answered within 15 seconds 90% of the time and 95% percent of alarms shall be answered within 20 seconds – In March, the dispatch team answered all calls on emergency lines within 15 seconds 95.47% of the time and answered within 20 seconds 97.27% of the time.

The following chart represents the Emergency Lines Answering Standard under NFPA-1221 (2019 ed.), Chapter 7, Section 7.4 – Operating Procedures, Rule 7.4.1 for identifying the compliance performance ratings.





Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

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Executive Monthly Credit Card Usage Report

Reporting Month: February 2021

Last 4 of card	Last Name	Status	Credit Limit	Monthly Usage	Approvals		
					Employee	DD	ED
3418	Shmatovich	Open	\$ 5,000.00	\$ 1,009.72	^{DS} MS	^{DS} DH	^{DS} TB
7447	Tackett	Closed	\$ -	\$ (86.80)		^{DS} DH	^{DS} TB
4358	Vargo	Open	\$ 5,000.00	\$ 340.35	^{DS} CV	^{DS} DH	^{DS} TB
6115	Mackey	Open	\$ 1,500.00	\$ 360.00	^{DS} EM	^{DS} DH	^{DS} TB
6917	House	Open	\$ 1,000.00	\$ -			
6925	Soares	Open	\$ 1,000.00	\$ -			
9507	Bailey	Open	\$ 5,000.00	\$ -			
		Total:	\$ 18,500.00	\$ 1,623.27			

Monthly Activity: February 2021

New/Closed Accounts Added: None

Cards Reported Lost or Stolen: None

Disputed Transactions: None

Changes in Authorization Limits: None

Monthly Liability: \$18,500.00



Sacramento Regional Fire/EMS Communications Center

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FY 20-21					
Total Monthly Credit Card Usage					
July	\$	2,458.07	January	\$	3,520.84
August	\$	1,761.92	February	\$	1,623.27
September	\$	1,361.75	March		
October	\$	1,587.32	April		
November	\$	5,643.94	May		
December	\$	4,495.97	June		

I certify I have reviewed and approved the monthly credit card transactions and activity as reported. These are legitimate expenses incurred solely for the benefit of SRF ECC business. I also certify that no alcoholic beverages, tobacco products, gift cards or gift certificates were purchased.

DocuSigned by:

Ty Bailey
3A9025160EF64E1...

3/6/2021

Executive Director Signature

Date



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

www.srfecc.ca.gov

FY 20/21 Budget to Actuals Report

Month End February 2021

Page 1 of 3

GL Account	Description	FY 20/21 Budget	Feb-21 Actual	FY 20/21 YTD Actual	FY 20/21 YTD Budget	YTD Variance Bud - Act	YTD Var % Bud - Act	Budget Remainder
EMPLOYEE-RELATED EXPENSES								
5010	Base Salaries and Wages	3,859,165	236,784	2,222,981	2,572,777	349,796	14%	1,636,184
5020	Overtime	189,000	28,839	292,744	126,000	(166,744)	(132%)	(103,744)
5030	Overtime - FLSA	145,824	5,460	83,793	97,216	13,423	14%	62,030
5040	Uniform Allowance	53,650	45	29,638	35,767	6,129	17%	24,012
5050	Night/Admin Shift Differential	48,332	3,514	25,838	32,221	6,384	20%	22,494
5055	Out-of-Class Pay	29,167	750	2,275	19,444	17,169	88%	26,892
5060	Longevity	35,200	2,150	17,000	23,467	6,467	28%	18,200
5065	On-Call Pay	51,506	4,100	35,425	34,337	(1,088)	(3%)	16,081
5115	Vacation Cash Out	58,335	1,330	21,790	38,890	17,100	44%	36,546
5120	Sick Leave	0	14,005	86,104	0	(86,104)	0%	(86,104)
5130	CTO Leave	0	0	0	0	0	0%	0
5140	Holiday Pay	196,847	19,652	133,292	131,231	(2,060)	(2%)	63,555
5220	Training Pay	39,267	2,922	30,014	26,178	(3,836)	(15%)	9,254
5310	Workers Compensation Insurance	65,000	9,549	38,197	43,333	5,137	12%	26,804
5410	FED ER Tax - Medicare	87,640	4,438	40,362	58,427	18,064	31%	47,278
5413	FED ER Tax - Social Security	13,149	0	0	8,766	8,766	100%	13,149
5420	State ER Tax - ETT	2,632	26	334	1,755	1,421	81%	2,298
5423	State ER Tax- UI-	27,541	812	10,501	18,361	7,860	43%	17,040
5510	Medical Insurance	827,353	57,399	494,322	551,569	57,247	10%	333,031
5520	Dental Insurance	79,905	6,086	43,051	53,270	10,219	19%	36,854
5530	Vision Insurance	7,909	591	4,273	5,273	1,000	19%	3,637
5610	Retirement Benefit Expense	1,115,007	90,877	749,669	743,338	(6,331)	(1%)	365,338
5611	Pension Adjustment-	0	0	0	0	0	0%	0
5620	OPEB Benefit Expense	289,656	23,549	189,871	193,104	3,233	2%	99,785
5625	Education Incentive	20,172	1,564	13,789	13,448	(341)	(3%)	6,383
5690	Other Salary and Benefit Expens	9,563	1,462	4,939	6,375	1,436	23%	4,624
TOTAL EMPLOYEE-RELATED EXPENSES		7,251,820	515,904	4,570,202	4,834,547	264,346	5%	2,681,619

GL Account	Description	FY 20/21 Budget	Feb-21 Actual	FY 20/21 YTD Actual	FY 20/21 YTD Budget	YTD Variance Bud - Act	YTD Var % Bud - Act	Budget Remainder
MATERIALS & SUPPLIES								
6010	Office Supplies	12,000	104	2,309	8,000	5,691	71%	9,691
6013	Office Supplies - Ink Cartridge	4,000	330	930	2,667	1,737	65%	3,071
6015	Equipment Rental	7,200	582	4,793	4,800	7	0%	2,407
6020	Postage	1,000	59	318	667	349	52%	682
6090	Other Materials and Supplies	7,200	1,363	12,539	4,800	(7,739)	(161%)	(5,339)
TOTAL MATERIALS & SUPPLIES		31,400	2,438	20,889	20,934	45	0%	10,512

GL Account	Description	FY 20/21 Budget	Feb-21 Actual	FY 20/21 YTD Actual	FY 20/21 YTD Budget	YTD Variance Bud - Act	YTD Var % Bud - Act	Budget Remainder
PROFESSIONAL SERVICES								
6110	Legal Services	240,000	5,000	91,898	160,000	68,102	43%	148,102
6115	Accounting and Audit Services	18,500	0	18,500	12,333	(6,167)	(50%)	0
6120	Actuary Services	17,000	0	16,000	11,333	(4,667)	(41%)	1,000
6125	Consulting Services	636,561	49,956	410,501	424,374	13,873	3%	226,060
6140	Technological Services	182,000	3,900	44,895	121,333	76,438	63%	137,105
6710	Umpqua Lease Interest Only	120,000	22,394	98,274	80,000	(18,274)	(23%)	21,726
6190	Other Professional Services	0	0	646	0	(646)	0%	(646)
TOTAL PROFESSIONAL SERVICES		1,214,061	81,250	680,714	809,373	128,660	16%	533,347



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GL Account	Description	FY 20/21 Budget	Feb-21 Actual	FY 20/21 YTD Actual	FY 20/21 YTD Budget	YTD Variance Bud - Act	YTD Var % Bud - Act	Budget Remainder
COMMUNICATION EQUIPMENT & SERVICES								
6220	Maintenance - Radios & Radio Equipment	32,930	0	0	21,953	21,953	100%	32,930
6221	Maintenance - Radio Consoles & Other	51,000	2,751	33,471	34,000	529	2%	17,529
6223	Radio - Backbone Subscription SRRCS	20,000	908	7,260	13,333	6,073	46%	12,740
6230	Communication Services	221,223	15,477	124,069	147,482	23,413	16%	97,154
6245	Maintenance - Tower Equipment	15,000	106	3,579	10,000	6,421	64%	11,421
6290	Other Communication Services and Equipment	40,000	(87)	658	26,667	26,009	98%	39,342
TOTAL COMMUNICATION EQUIPMENT & SERVICES		380,153	19,155	169,037	253,435	84,399	33%	211,116

GL Account	Description	FY 20/21 Budget	Feb-21 Actual	FY 20/21 YTD Actual	FY 20/21 YTD Budget	YTD Variance Bud - Act	YTD Var % Bud - Act	Budget Remainder
HW & SW MAINT								
6310	Hardware Maintenance - Equipment	12,200	0	0	8,133	8,133	100%	12,200
6315	Hardware Maintenance - Network	23,400	134	1,151	15,600	14,449	93%	22,249
6316	Hardware Maint - Network	0	0	0	0	0	0%	0
6319	Hardware Maintenance Other	14,500	0	0	9,667	9,667	100%	14,500
6320	Software Maintenance - Applications	134,349	3,205	43,945	89,566	45,621	51%	90,404
6322	CAD Maintenance and Support/Northrop Grumman	396,428	27,323	361,126	264,285	(96,841)	(37%)	35,302
6323	Software Maintenance - GIS	26,424	6,224	49,014	17,616	(31,398)	(178%)	(22,590)
6330	Software Maintenance - Network	16,630	0	1,845	11,087	9,242	83%	14,785
6390	Other, Computer Services and Supplies	12,000	752	3,147	8,000	4,853	61%	8,853
TOTAL HW & SW MAINT		635,931	37,638	460,228	423,954	(36,274)	(9%)	175,703

GL Account	Description	FY 20/21 Budget	Feb-21 Actual	FY 20/21 YTD Actual	FY 20/21 YTD Budget	YTD Variance Bud - Act	YTD Var % Bud - Act	Budget Remainder
FACILITIES & FLEET								
6410	Services - Landscaping	4,800	399	3,188	3,200	12	0%	1,612
6415	Maintenance - Building	20,000	0	5,618	13,333	7,715	58%	14,382
6260	Lease - CTC	78,000	6,129	49,034	52,000	2,966	6%	28,966
6420	Services - Custodial	36,000	3,000	24,000	24,000	0	0%	12,000
6421	Services - Center Security	0	0	0	0	0	0%	0
6425	Maintenance - HVAC	16,742	0	34,005	11,161	(22,843)	(205%)	(17,263)
6235	Maintenance - Power Supply	35,000	4,748	12,009	23,333	11,324	49%	22,991
6430	Services - Cable	3,108	172	1,367	2,072	705	34%	1,741
6435	Services - Pest Control	600	50	400	400	0	0%	200
6490	Other, Facilities and Fleet	6,026	2,994	6,049	4,017	(2,032)	(51%)	(23)
6510	Utilities - Electric	48,700	3,610	30,678	32,467	1,788	6%	18,022
6515	Utilities - Water	7,250	159	3,228	4,833	1,606	33%	4,022
6520	Utilities - Refuse Collection / Disposal	3,800	561	4,439	2,533	(1,906)	(75%)	(639)
6525	Utilities - Sewage Disposal Services	1,800	33	449	1,200	751	63%	1,351
6635	Services - Bottled Water	1,200	249	2,068	800	(1,268)	(158%)	(868)
6645	Services - Printing	2,000	82	1,025	1,333	309	23%	975
6650	Services - Shredding	2,000	80	905	1,333	428	32%	1,095
6652	Fleet - Maintenance	7,000	0	3,441	4,667	1,226	26%	3,559
6654	Fleet - Fuel	14,000	347	3,038	9,333	6,295	67%	10,962
6655	Insurance (Property and Fleet)	62,000	3,613	31,288	41,333	10,045	24%	30,712
6690	Other - Facility & Fleet Management	7,000	(4,853)	6,951	4,667	(2,285)	(49%)	49
TOTAL FACILITIES & FLEET		357,026	21,373	223,180	238,015	14,837	6%	133,846



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GL Account	Description	FY 20/21 Budget	Feb-21 Actual	FY 20/21 YTD Actual	FY 20/21 YTD Budget	YTD Variance Bud - Act	YTD Var % Bud - Act	Budget Remainder
RECRUITMENT, RETENTION & TRAINING								
6610	Recruitment	20,050	4,350	28,684	13,367	(15,318)	(115%)	(8,635)
6612	Employee Retention	2,500	0	77	1,667	1,590	95%	2,423
6615	Employee Education & Training	10,150	0	7,066	6,767	(299)	(4%)	3,084
6618	Conference Registration	0	0	0	0	0	0%	0
6621	Air	0	0	0	0	0	0%	0
6622	Lodging	0	106	2,324	0	(2,324)	0%	(2,324)
6624	Parking	1,200	0	0	800	800	100%	1,200
6625	Membership Dues	290	0	100	193	93	48%	190
6626	Taxi, Uber, Mileage, Other	560	0	3,928	374	(3,554)	(951%)	(3,367)
6627	Per Diem	12	0	747	8	(739)	(9526%)	(735)
6640	Uniform/Badges/Shirts	9,000	0	1,004	6,000	4,996	83%	7,996
6660	Operations Support	21,300	653	7,993	14,200	6,207	44%	13,307
6661	Administration Support	17,000	0	3,553	11,333	7,780	69%	13,447
TOTAL RECRUITMENT, RETENTION & TRAINING		82,062	5,109	55,476	54,709	(767)	(1%)	26,587
GRAND TOTAL		9,952,453	682,867	6,179,726	6,634,967	455,245	7%	3,772,730



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SRFECC – Umpqua Lease Agreement Monthly Report FY 20/21

Umpqua Lease-Purchase Budget	\$	4,000,000	Hardware	Software & Services	Warranty Mnt
NG COBOL CAD Hardware Stabilization	\$	(429,446)	\$ 97,411.00	\$ 262,679.00	\$ 69,356.00
NG Command Point SW Upgrade	\$	(1,991,562)		\$ 1,720,047.00	\$ 271,515.00
NG CommandPoint Fit Gap	\$	(199,381)		\$ 199,381.00	
NG CommandPoint Hardware Upgrade	\$	(512,171)	\$ 512,171.00		
NG CommandPoint switches and power	\$	(200,000)	\$ 200,000.00		
Westnet Hardware and Software	\$	(667,440)	\$ 412,633.40	\$ 254,806.60	
Total	\$	-			

Umpqua Payment Schedules		Lease Payments		
Schedule 1 - Funding Request #1		Date	Description	Amount
NG Invoice 1001	\$ 52,487.00	10/1/2019	Lease Initiation	\$ 500.00
NG Invoice 0011	\$ 88,214.00	10/1/2019	Legal Fees (June)	\$ 385.00
NG Invoice 0003	\$ 150,306.10	10/1/2019	Legal Fees (July)	\$ 6,757.50
NG Invoice 1002Z	\$ 37,487.00	10/3/2019	Interest Payment	\$ 4,318.69
NG Invoice 0001R	\$ 214,723.00	11/1/2019	Interest Payment	\$ 10,558.31
NG Invoice 0002	\$ 516,014.00	12/2/2020	Interest Payment	\$ 7,656.19
Schedule 1 - Funding Request #1 Total:	\$ 1,059,231.10	1/2/2020	Interest Payment	\$ 7,656.19
		2/1/2020	Interest Payment	\$ 7,656.19
		3/2/2020	Interest Payment	\$ 7,360.20
		4/1/2020	Interest Payment	\$ 7,344.10
		5/1/2020	Interest Payment	\$ 6,122.25
		6/1/2020	Interest Payment	\$ 6,113.70
Schedule 1 - Funding Request #2		7/1/2020	Interest Payment	\$ 5,242.37
NG Invoice 0004	\$ 406,993.50	8/1/2020	Interest Payment	\$ 5,260.88
Schedule 1 - Funding Request #3		9/1/2020	Interest Payment	\$ 5,234.54
Westnet Invoice 24637	\$ 242,269.09	10/1/2020	Interest Payment	\$ 5,198.81
Total Schedule 1	\$ 1,708,494	11/1/2020	Interest Payment	\$ 5,199.66
		12/1/2020	Lease Payment	\$ 23,021.75
		12/1/2020	Interest Payment	\$ 4,327.36
		1/1/2021	Lease Payment	\$ 22,394.34
		2/1/2021	Lease Payment	\$ 22,394.34
		3/1/2021	Lease Payment	\$ 22,394.34
Schedule 2 - Estimate Q2 2020	\$ 1,300,000			
Schedule 2 - Estimate Dec 2020	\$ 1,000,000			
Total	\$ 4,008,494		Total	\$ 193,096.71



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SRFECC Staff Report – April 6, 2021

Dispatcher Positions:

We currently have 7 vacant 911 Dispatcher openings.

Academy 21-1:

We have Seven 911 dispatchers starting on March 8, 2021. All are progressing through the classroom training and will transition to call taker training in the 1st or 2nd week of May.

Recruitment Activity:

We continue to review resumes, conduct phone screens and schedule CrtiCall assessments to build our candidate pipeline for Academy 21-2, if needed. We have 2 candidates from previous recruitments who are ready to initiate background checks and have 11 additional candidates ready for the Panel Interview Stage. We will be ready to hire another academy of 5-7 dispatchers by August 2021, if needed.



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SRFECC Projects Update – 4/1/2021

Project Description	Operations Lead	IT/Admin Lead	Key Dates	Project Update
WestNet and AVD		Brad Dorsett Chuck Schuler Roman Kukharets	Q2 2021	Working through final list of project issues for project acceptance.
ACE Accreditation	Elizabeth Strong Kylee Soares	Diane House	TBD	4/1/21: Operations/EMS working on timeline
NG CommandPoint Hardware	Tara Poirier	Brad Dorsett	Q2 2021	3/15/21: Hardware ordered, pending delivery date 3/1/21 - NG finalized hardware 1/5/21 - NG advised to proceed with this step.
NG CAD CommandPoint CAD	Tara Poirier	Brad Dorsett	Go Live EY 2021	1/5/21 - NG advised to proceed to next step - hardware.
Kronos Upgrade - TeleStaff	Supervisors	Marissa Shmatovich Cierra Lewandowski	Q3 2021	WFR configuration issues created delay. Pay calc engine upgrade required.
Kronos Upgrade - PayCalc II		Marissa Shmatovich Cierra Lewandowski	Q2 2021	Engagement kick off in 1/11/21
NextGen (NG) 911		Diane House	Q2 2021	4/8: Atos scheduled to be onsite for application server install
Website Update/Maintenance		Mark Hick	Q2 2021	Working through website content.
SharePoint	Katherine Shelton Kylee Soares	Diane House	Q3 2021	Department by department migrating in progress - Finance and Facilities departments complete. Operations, HR, Executive and Contract management in progress.
Audio Files - Move to OneDrive/SP	Elizabeth Strong Kylee Soares	Diane House	Q2 2021	Working through the workflow and requests. Email group set up.
OES Radius Map	Kyler Soares	Brad Dorsett	Q2 2021	Bug fixed applied, application working. Pending Ops full deployment and use.
OES Radius Mapping Plus	Kylee Soares	Diane House	Q2 2021	Added feature of Text FROM 911, need Center deployment plan.
Employee Handbook Update	Kylee Soares	Marissa Shmatovich	Q2 2021	Final reviews in progress.
Add eFax - decommission fax lines		Diane House	Q3 2021	
ESRI - Event Server		Diane House	Q3 2021	
ECaTS Real Time		Diane House	Q3 2021	
EM Resource		Diane House	Hold	On hold for NG CommandPoint CAD

**GENERAL PROCEDURES
for the
USE OF
CONTRACTORS TO PERFORM EMERGENCY REPAIRS
TO DAMAGED BUILDINGS**

The Sacramento Regional Fire/EMS Communications Center (“CENTER”) has established a Board-Up Program (“PROGRAM”) to select General Contractors (“Program Participants”) to perform emergency repairs to damaged buildings within the Cities in Sacramento County and in the County of Sacramento. The CENTER provides oversight and management of the PROGRAM pursuant to authority set forth in its Joint Powers Agreement.

Set forth below are the following components of the PROGRAM:

- A. General Provisions,
- B. Criteria and Procedures for Selection,
- C. Rules of Performance,
- D. Required Insurances and Bonds.

**A.
GENERAL PROVISIONS**

1. The CENTER shall create a call-out list (“LIST”) of Program Participants to be assigned, on an as needed basis, to perform emergency repairs to damaged buildings within the Cities and County of Sacramento.
2. Any contractor who wishes to be considered for placement on the authorized LIST as a Program Participant must file an application with the CENTER. Applications will be processed in accordance with Paragraph B. below.
3. The LIST shall include as many Program Participants as deemed necessary by the CENTER. Typically, the LIST will contain at least four (4) and up to six (6) contractors.
4. A Program Participant (including all persons employed by a Program Participant) is an independent contractor and is not an employee of the CENTER or any of the member agencies. The Program Participant is not authorized to and shall not represent itself as an agent of the CENTER or any of the member agencies. A Program Participant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees.
5. The CENTER may remove a Program Participant from the LIST at any time for any lawful reason.
 - a. Typically, this will occur when the CENTER has determined either that the contractor no longer meets all of the qualifications for inclusion on the LIST, or that

the contractor has failed to perform work pursuant to this PROGRAM in a satisfactory manner when requested to do so.

- b. Cause, however, is not required.
 - c. A removed Program Participant that requests a statement of the reasons for removal shall be provided with the reason(s) and may appeal the decision to the CENTER'S Governing Board by filing a written notice of appeal with the Center Executive Director not later than twenty (20) days after the date of mailing of the decision.
 - (1) A review panel will conduct the review and respond, in writing, within thirty (30) calendar days.
 - (2) The appellant shall post Five Hundred Dollars (\$500.00) either in cash or cashier's check with the CENTER to cover all or a portion of appeal costs. Any and all costs of such appeal will be recovered by the CENTER from the appellant when the review finds in favor of the CENTER. A full and complete accounting shall be supplied to the unsuccessful appellant with the findings.
 - (3) The CENTER's decision is final.
 - d. A contractor removed from the LIST may apply for selection as a Program Participant in accordance with Paragraph B. below.
- 6. No emergency repair work shall be performed for, or on behalf of, any department or district by any person or contractor who is not on the LIST of Program Participants.
 - 7. No work assigned pursuant to the PROGRAM may be sub-contracted.
 - 8. Each Program Participant shall have on file with the CENTER a list of any person (including his/her job classification title) who may be dispatched to work pursuant to this PROGRAM.
 - 9. All payments to Program Participants for work performed pursuant to the PROGRAM shall come solely from the company(ies) that insure the affected property.
 - a. If insurance is non-existent, or insufficient, or insurance payment is denied, any and all costs of operation shall be absorbed by the Program Participant.
 - b. No Program Participant shall bill, charge or affix a fee to any person or entity other than the company(ies) that insure the affected property for services rendered pursuant to the PROGRAM. By way of illustration, and not limitation, person or entity includes:
 - (1) property owners (including their representatives/agents/tenants); and/or
 - (2) the CENTER (including its officers, agents, employees or representatives); and/or

- (3) any associated fire agency (its officers, agents, employees, representatives or parent or governing agency(ies)).

10. Attachments A through D are incorporated as though fully set forth in this document.

**B.
CRITERIA AND PROCEDURES FOR SELECTION**

1. Minimum Qualification

To be considered for selection as a Program Participant, an applicant shall possess:

- a. A valid B contractor's license issued by the Contractors State License Board (CSLB) of California and must provide a copy of the license to the CENTER.
- b. At least two (2) years of experience within the last five (5) years working as a licensed B General Contractor.
- c. A valid business license issued by a city in Sacramento County or by the County of Sacramento.

2. Selection Process

- a. The CENTER shall, on an as-needed basis, advertise an invitation to contractors to apply for placement on the LIST.
- b. An interested contractor shall submit a written application to the CENTER that demonstrates proof of eligibility and satisfies the requirements set forth in the Request for Formal Proposals.
- c. Each member agency fire chief shall appoint a designee to serve on a panel to review the qualifications of contractors who have applied to be a Program Participant.
 - (1) The panel, by majority vote, shall select those that are deemed most qualified and capable to serve as Program Participants.
 - (2) The approved contractors shall be placed on the LIST.
- d. Following its establishment, the LIST shall be presented to the CENTER's Governing Board at its next regular meeting for information.
- e. The LIST shall remain valid for a period not to exceed thirty-six (36) months, unless the Center determines in its sole and absolute discretion to terminate the list earlier.

C.
RULES OF PERFORMANCE

1. Creation of the LIST

- a. When the LIST is initially created, and each time it is re-created after a new application process, the order of Program Participants on the LIST shall be established by lot.
- b. If a Program Participant is supplemented to the LIST after its creation, they shall be added to the bottom of the LIST.
- c. A Program Participant is, at all times, in either On-call status or in Stand-By status.
- d. The LIST will be distributed via email to each Program Participant once per quarter.

2. Operation of the LIST

- a. Placement in On-Call status shall be on a rotating basis.
- b. On-Call status shall be twenty-four (24) hours per day for fourteen (14) consecutive days.
- c. Program Participant must operate and provide the CENTER a single contact number for service requests.

3. Response to Assignment

- a. Authorized field personnel shall submit a request for Board-Up services to the CENTER.
- b. Only the CENTER will notify the On-Call Program Participant, or a Stand-By Program Participant, of an assignment.
- c. A Program Participant must respond to a request for services by arriving at the specified location within sixty (60) minutes of notification of the assignment by the CENTER.
- d. If the On-Call Program Participant fails to respond, or advises the CENTER that they cannot respond in a timely manner, the CENTER will make the assignment to the next available Program Participant who is in Stand-By status.

4. On-Scene Protocol

- a. The Program Participant shall exhibit orderly conduct when on-scene. Responding Program Participant shall:
 - (1) arrive promptly;
 - (2) report any damage caused by the Program Participant to the Incident Commander immediately; and
 - (3) exercise reasonable care of a professional in the industry in the performance of the on-scene work.

- b. The Program Participant shall not engage in any conduct that conflicts with, or violates, the duties of the CENTER as a public entity of the State of California ("Prohibited Conduct"). Such Prohibited Conduct includes, by way of illustration and not limitation:
 - (1) unprofessional conduct;
 - (2) neglect of duty;
 - (3) breach of the PROGRAM guidelines;
 - (4) illegal acts;
 - (5) dishonesty;
 - (6) acts of moral turpitude;
 - (7) theft or misappropriation of funds;
 - (8) vandalism, theft, misappropriation of, or other injury to, CENTER property;
 - (9) vandalism, theft, misappropriation of, or other injury to, on-scene property;
 - (10) any act injuring, abusing, or endangering others;
 - (11) any act that might tend to bring Program Participant or CENTER, its employees, agents, or Board members into public disrespect, contempt, scandal or ridicule;
 - (12) any act that might reflect unfavorably on or endanger the reputation, integrity, or good will of Program Participant or CENTER, its officers, employees, agents, or Board members;
 - (13) violation of any lawful rule, regulation, ordinance, or statute;
 - (14) use of vulgar or offensive language on-scene;
 - (15) being under the influence of alcohol, illegal drugs, or other mind-altering substances during work hours;

- (16) consumption or use of alcohol, illegal drugs, or other mind-altering substances during work hours; or
 - (17) allowing any unauthorized person to accompany or visit Program Participant on-scene
- c. Should it come to CENTER's attention that Program Participant, or its owners, employees, directors, agents, Board members, or others under its control, has engaged in (whether while on the LIST or before being placed on the LIST), or is presently engaging in, or will engage in, any such Prohibited Conduct, CENTER may remove Program Participant from the LIST effective immediately as set forth in the PROGRAM procedures.

Program Participant shall indemnify, defend, and hold harmless the CENTER and its employees, Board members, agents, and volunteers (collectively, the "Protected Persons") for any claims brought against CENTER, its employees, Board members, agents, or volunteers arising or related to Prohibited Conduct of Program Participant.

- d. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Protected Persons with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Protected Persons at Program Participant's sole expense, subject to each Protected Person's right to elect to decline such defense without prejudice to the other Protected Persons' right to elect to proceed with such defense.
- e. Upon arrival at the scene, a responding Program Participant (or their representatives) shall:
- (1) Report to the Incident Commander; and
 - (2) Provide identification to the Incident Commander. At a minimum, identification shall include both of the following: (1) either a valid California state personal identification card or a valid California driver's license; **and** (2) a photographic identification card with the Program Participant's name and business logo.
- f. The Incident Commander will inform and instruct the Program Participant of the assignment on arrival at the site.
- g. At all times while on scene, the responding Program Participant, and its employees, are under the authority of and shall comply with the requirements of the Incident Commander.
- h. An assigned Program Participant shall transport with them to every assignment, at a minimum, the equipment, supplies, and materials that are listed in Attachment A.
- i. A responding on-call Program Participant shall work expeditiously and continuously on the assignment until all required work is completed and shall

remain on site until such work has been inspected by an authorized fire department or district representative.

5. Complaints About Operation of the PROGRAM

- a. A Program Participant may submit a complaint concerning either Field personnel or the operation of the PROGRAM. All complaints shall be in writing.
- b. Complaints Concerning Operation of the PROGRAM: Any such complaint shall describe, in detail, the action or inaction that is the subject of the complaint.
- c. Complaints Concerning Field Personnel: Any such complaint shall include the time, date, and location of the incident and, if known, names of the involved field personnel.
 - (1) The CENTER will forward complaints concerning department or district personnel to the Operations Chief of the applicable department or district for their review and determination.
 - (2) The department or district may investigate and, if appropriate, provide a response. Any response may be routed directly to the complainant. The response of the district/department is final.

6. Miscellaneous Provisions

- a. Only an Incident Commander, or higher ranking officer of a department or district, is authorized to approve a request to be paid for non-PROGRAM work by a Program Participant.
- b. To the furthest extent permitted by law, Program Participant shall defend, indemnify and hold harmless the parties to the CENTER Joint Powers Agreement, any contracting agency of the CENTER, the CENTER, and their respective agents, officers and employees, officers, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney fees arising out of, resulting from, or in connection with:
 - (1) PROGRAM work performed, and/or
 - (2) The negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Program Participant, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.
- c. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Indemnitees with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Indemnitees at Program Participant's sole expense, subject to each Indemnitee's right to elect to decline such defense without prejudice to the other Indemnitees right to elect to proceed with such defense.

(2) A clause stating that:

The CENTER, its trustees, officers, agents, employees and volunteers, member fire districts and member fire departments, individually and collectively, as additional insureds under the policy described; and that the insurance policy shall be primary to any insurance or self-insurance maintained by the CENTER.

- c. If any Program Participant fails to maintain any insurance required by this PROGRAM, and provide evidence of coverage to the CENTER, Program Participant is in default and will be immediately removed from the PROGRAM.
- d. Compliance by Program Participant with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve Program Participant from liability assumed under any provision of the PROGRAM requirements, including, without limitation, the obligation to defend and indemnify the CENTER, its trustees, officers, agents, employees and volunteers, and fire districts and fire departments, individually and collectively, as additional insureds.
- e. Program Participant shall produce a certified copy of any insurance policy required under this PROGRAM upon written request of the CENTER.
- f. If a Program Participant fails to provide and maintain insurance as required by the PROGRAM, the CENTER may, at CENTER's option, take out and maintain at the expense of Program Participant, such insurance in the name of Program Participant as the CENTER may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to Program Participant under the PROGRAM.

6. Required Bond

- a. A Program Participant shall furnish a bond in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) as security for faithful performance of its duties under the PROGRAM.
- b. Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure Section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury.

ATTACHMENTS

Minimum Tool and Supply Requirements	(Attachment A)
Board Up Specifications	(Attachment B)
City of Sacramento Resolution	(Attachment C)
Program Participant Agreement	(Attachment D)

**Attachment A to
General Procedures**

MINIMUM TOOL & SUPPLY REQUIREMENTS

- A. All materials and equipment shall be maintained in good condition and stored in an orderly fashion.
- B. Safety shoes and hard hats will be used by all personnel on all sites.
- C. All equipment and work procedures will comply with CAL-OSHA Title 8.

Materials:

- 1. Film, new, plastic, minimum one thousand (1,000) square feet, six (6) mil thickness
- 2. Gasoline (in explosive proof can), for chainsaw
- 3. Lumber, framing: 2" x 4," 1" x 4"
- 4. Nails, duplex: 8's, 16's, assorted sizes of furring nails
- 5. Oil, for chainsaw
- 6. Plywood, new: minimum of twelve (12) full 4' x 8'sheets and four (4) half sheets), 1/2" thickness
- 7. Tape: duct
- 8. Tape: electrical
- 9. Wire: bailing
- 10. Wire, Nuts: assorted sizes

Tools:

- 1. Bolt Cutters, minimum length, 24"
- 2. Chisels, assorted, cold, wood, various sizes
- 3. Circuit tester
- 4. Come-along, 1 ton
- 5. Cord, extension, #12, 150'
- 6. Generator, electrical, 2,500 watt minimum
- 7. Hammers (2)
- 8. Jack, hydraulic
- 9. Jumper cables, 1 set
- 10. Knives, utility including extra blades
- 11. Ladder, extension, 16' minimum
- 12. Ladder, step, 6' minimum
- 13. Light, flood, working, 110 volt, clamp on
- 14. Lights, spotlights: hand-held, battery-powered (2)
- 15. Line, 3/8: 100 ft.
- 16. Hammers, 2 claw type, 5# sledge
- 17. Metal sheers, compound leverage
- 18. Mop
- 19. Nail puller, (crow's foot/cat's paw)
- 20. Pliers, vice grip style
- 21. Pliers, lineman's
- 22. Saw, chair (with extra chain)
- 23. Saw, hack, assorted metal cutting blades
- 24. Saw, portable electric circular type

25. Saw, hand, 8 point
26. Saw, portable electrical, reciprocating sawzall type with assorted blades including metal cutting
27. Screwdrivers, assorted flat tip and Phillips
28. Shears, compound leverage metal
29. Wrecking bar, minimum length, 36"
30. Wrench, pipe, assorted sizes
31. Wrench, crescent, assorted sizes to include 8" and 12"
32. Vacuum, capable of picking up water
33. Vise grip

**Attachment B
to General Procedures**

BOARD-UP SPECIFICATIONS

PROGRAM services include:

- (a) Board-up: Plywood cover-up of all openings such as doors, windows, vent holes and fire openings to protect and secure the property.
- (b) Roof Coverings: Plastic and tarp cover-up of roof and the ceiling openings to prevent weather damage.
- (c) Electrical Restoration: Identify hazardous circuits and restore power when and as required.
- (d) Plumbing Restoration: Including the capping of broken water lines, sprinkler systems, sewage and gas lines.
- (e) Water Removal: The extraction of water from carpets, hardwood floors, etc. including the taking up of carpets and pads if necessary.
- (f) Debris Removal: The cleanup of debris as required, and the removal of debris from adjacent properties, streets and sidewalks.

Minimum Specification Requirements

Windows and Doors: A 3/4" exterior plywood shall be fitted to all outer door and window openings with a maximum of 1/8" clearance on all sides. Plywood doors shall be double hinged and installed with double hasp locks. Hinges and hasps locks are to be heavy duty type and securely fastened into a solid framing member. The installation shall be such that all exposed bolt or screw heads cannot be removed from the exterior. All window boards shall be fit to the screen inset molding stop.

Vent and Roof Openings: Whenever practical all ventilation holes and roof openings should be covered with 3/4" plywood and then covered with a plastic tarp or sheeting. Every effort should be made to seal the roof from leaking.

Debris Piles: Any debris pile that is created by the board-up contractor shall be a minimum of 10' from any structure.

***Attachment C to
General Procedures***

**CITY OF SACRAMENTO
RESOLUTION**

RESOLUTION NO. 84-097

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

FEB 7 1984

A RESOLUTION ADOPTING STANDARDS FOR SELECTION AND
RULES OF PERFORMANCE FOR CONTRACTORS PERFORMING
EMERGENCY REPAIRS OF FIRE-DAMAGED BUILDINGS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

Pursuant to Section 15.10 of the Sacramento City Code, the following standards for selection and rules of performance for contractors performing emergency repairs of fire-damaged buildings are hereby adopted.

(1) The Chief of the Fire Department shall advertise periodically the invitation to contractors to apply for placement on an "On Call" list to effect emergency repairs and protection to property within the City of Sacramento upon request of the Chief.

(2) The Chief of the Fire Department shall compile and maintain a list of contractors which in the discretion of the Chief are found best qualified to perform emergency repair and property protection services.

(3) Each contractor selected shall meet the following standards and requirements:

(a) Shall be a general contractor, holding a valid State of California B-1 license.

(b) Shall supply the Chief of the Fire Department with updated information stating the job classification and hourly pay rate of all employees who will perform emergency repair and property protection services.

(c) Shall have minimum of two years experience as a licensed B-1 contractor.

(d) Shall have a current City business operations tax certificate and a permanent business address.

(e) Each contractor shall maintain insurance coverage during his participation in the program as follows:

RESOLUTION No. 84-097

FEB 7 1984

1. Workers' Compensation

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employer's Liability coverage of at least \$1 million per occurrence. In the event the contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administratin of Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

2. Comprehensive Auto and General Liability Insurance

The contractor must provide sufficient broad coverage to include:

- Comprehensive Auto and General Liability Insurance
- Products and Completed Operation Liability
- Broad Form Property Damage Liability
- Contractual Liability
- Personal Injury Liability

The amount of the policy shall be no less than \$1 million Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

3. Certificate of Insurance

The contractor will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division prior to engaging in any operation or activity under this program. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

(f) Each contractor and each employee of contractor shall be bonded for the faithful performance of his duties in the amount of not less than \$25,000.00, and provide proof of such bonding at the time of inclusion on the On Call list.

(g) Each contractor must possess and maintain a vehicle containing a specified inventory of supplies and equipment sufficient to perform the functions of the program.

(h) Each contractor selected shall sign a waiver and indemnity agreement approved by the City Attorney in connection with his participation in the program.

(i) In consideration for inclusion in the program each contractor shall agree to bill neither the citizen/owner, or his tenant, agent, employee or representative nor the City of Sacramento or its agents and employees for services rendered under this program, but rather agrees to look solely to insurance for payment and to absorb any and all cost of services where insurance is non-existent or insurance payment is denied.

(j) In consideration for inclusion in the program, each contractor shall agree to be governed by the instructions of the Fire Chief or his representative in connection with the extent of services to be performed and shall agree to not perform selectively or refuse performance where compensation is in doubt.

(k) Contractors selected for inclusion in the program shall be required during those periods when on call, to respond upon request 24 hours a day, seven days a week with maximum arrival time at incident scene no later than 1 hour after notification to respond by Fire Department, and to work expeditiously and continuously on the project until all required work is completed and thereafter stay on the premises until such work is inspected by authorized representatives of the Fire Department.

(4) A contractor shall be removed from the list of qualified contractors for cause when the Chief determines either that the contractor no longer meets all of the qualifications for inclusion on the list, or that the contractor has failed to perform emergency repairs in a satisfactory manner when requested to do so. Any contractor removed from the list for cause may appeal the decision of the Chief to the City Council by filing a written notice of appeal with the City Clerk not later than twenty (20) days after the date of mailing of the Chief's decision. The City Council may appoint a hearing examiner as set forth in Sections 2.320 to 2.328 of the City Code.

Dave Riden

MAYOR

ATTEST:

Louise Meyer
CITY CLERK

RESOLUTION No. **84-097**
FEB 7 1984

**Attachment D to
General Procedures**

**BOARD-UP CONTRACTOR
Acknowledgment and Agreement**

I certify that I have applied to be a Program Participant in the Board-Up Program established by the Sacramento Regional Fire/EMS Communications Center.

I acknowledge that:

1. I have been given a copy of the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings.
2. All work within the City of Sacramento is also subject to Sacramento City Council Resolution 84-097 (February 7, 1984) (the "Resolution"). The Chief of the Fire Department referenced therein has delegated to the Sacramento Regional Fire/EMS Communications Center authority to effectuate the Resolution.
3. Collectively, these documents are the "Acknowledged Materials."

I agree that, if selected, I will, at all times, comply with the terms and conditions of the Board-Up Program, including by way of illustration and not by limitation those set forth in the Acknowledged Materials.

Date: _____

Date: 3/3/2021

for the Sacramento Regional Fire/EMS
Communications Center

DocuSigned by:
Ralph Dinwiddie
4EBA77E4D163431...

for the Contractor and Corporation

Contact Information:

Name: ralph dinwiddie

Title: president

Address: 4324 orange grove ave
_____ sacramento ca, _____

Phone: 916 481 3297

CSLB License #: 362161

AGREEMENT

This Agreement ("AGREEMENT") is by and between the Sacramento Regional Fire/EMS Communications Center ("CENTER") and **DH CONSTRUCTION** ("Program Participant").

Recitals

1. The Center administers a program by which licensed contractors are assigned to perform emergency repairs to damaged buildings ("PROGRAM").
2. The CENTER issued a Request for Proposals ("RFP") to solicit applications from contractors who were willing to provide services encompassed within the PROGRAM.
3. Program Participant submitted the required information and documents to be considered by the CENTER as part of the qualifications-based selection process set forth in the RFP.
4. The CENTER has selected six (6) licensed contractors to serve as Program Participants.

Terms

1. Program Participant agrees that it is bound by, and must comply with, the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings (see Attachment "A" which is attached and incorporated by reference).
2. Program Participant agrees that it shall pay to the CENTER an Administrative Fee of Seventy-Five Dollars (\$75.00) per call out.
 - a. The CENTER shall invoice Program Participant by the tenth (10th) of each month for dollars due to the CENTER for assignments made (call-outs) in the preceding month.
 - b. Program Participant shall pay the billed amount within thirty (30) calendar days of the date of the invoice.
3. This contract begins on March 15, 2021 with a three (3) year term.

SIGNATURE PAGE

Sacramento Regional Fire/EMS
Communications Center

Signed: _____

Title: _____

DocuSigned by:
Ralph Dinwiddie
4EBA77E4D163431...

Signed: _____
President

License No. 362161

Address: 4324 Orange Grove ave

sacramento ca,

Phone No. 916 481 3297

**GENERAL PROCEDURES
for the
USE OF
CONTRACTORS TO PERFORM EMERGENCY REPAIRS
TO DAMAGED BUILDINGS**

The Sacramento Regional Fire/EMS Communications Center ("CENTER") has established a Board-Up Program ("PROGRAM") to select General Contractors ("Program Participants") to perform emergency repairs to damaged buildings within the Cities in Sacramento County and in the County of Sacramento. The CENTER provides oversight and management of the PROGRAM pursuant to authority set forth in its Joint Powers Agreement.

Set forth below are the following components of the PROGRAM:

- A. General Provisions,
- B. Criteria and Procedures for Selection,
- C. Rules of Performance,
- D. Required Insurances and Bonds.

A. GENERAL PROVISIONS

1. The CENTER shall create a call-out list ("LIST") of Program Participants to be assigned, on an as needed basis, to perform emergency repairs to damaged buildings within the Cities and County of Sacramento.
2. Any contractor who wishes to be considered for placement on the authorized LIST as a Program Participant must file an application with the CENTER. Applications will be processed in accordance with Paragraph B. below.
3. The LIST shall include as many Program Participants as deemed necessary by the CENTER. Typically, the LIST will contain at least four (4) and up to six (6) contractors.
4. A Program Participant (including all persons employed by a Program Participant) is an independent contractor and is not an employee of the CENTER or any of the member agencies. The Program Participant is not authorized to and shall not represent itself as an agent of the CENTER or any of the member agencies. A Program Participant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees.
5. The CENTER may remove a Program Participant from the LIST at any time for any lawful reason.
 - a. Typically, this will occur when the CENTER has determined either that the contractor no longer meets all of the qualifications for inclusion on the LIST, or that

the contractor has failed to perform work pursuant to this PROGRAM in a satisfactory manner when requested to do so.

- b. Cause, however, is not required.
 - c. A removed Program Participant that requests a statement of the reasons for removal shall be provided with the reason(s) and may appeal the decision to the CENTER'S Governing Board by filing a written notice of appeal with the Center Executive Director not later than twenty (20) days after the date of mailing of the decision.
 - (1) A review panel will conduct the review and respond, in writing, within thirty (30) calendar days.
 - (2) The appellant shall post Five Hundred Dollars (\$500.00) either in cash or cashier's check with the CENTER to cover all or a portion of appeal costs. Any and all costs of such appeal will be recovered by the CENTER from the appellant when the review finds in favor of the CENTER. A full and complete accounting shall be supplied to the unsuccessful appellant with the findings.
 - (3) The CENTER's decision is final.
 - d. A contractor removed from the LIST may apply for selection as a Program Participant in accordance with Paragraph B. below.
- 6. No emergency repair work shall be performed for, or on behalf of, any department or district by any person or contractor who is not on the LIST of Program Participants.
 - 7. No work assigned pursuant to the PROGRAM may be sub-contracted.
 - 8. Each Program Participant shall have on file with the CENTER a list of any person (including his/her job classification title) who may be dispatched to work pursuant to this PROGRAM.
 - 9. All payments to Program Participants for work performed pursuant to the PROGRAM shall come solely from the company(ies) that insure the affected property.
 - a. If insurance is non-existent, or insufficient, or insurance payment is denied, any and all costs of operation shall be absorbed by the Program Participant.
 - b. No Program Participant shall bill, charge or affix a fee to any person or entity other than the company(ies) that insure the affected property for services rendered pursuant to the PROGRAM. By way of illustration, and not limitation, person or entity includes:
 - (1) property owners (including their representatives/agents/tenants); and/or
 - (2) the CENTER (including its officers, agents, employees or representatives); and/or

- (3) any associated fire agency (its officers, agents, employees, representatives or parent or governing agency(ies)).

10. Attachments A through D are incorporated as though fully set forth in this document.

B. CRITERIA AND PROCEDURES FOR SELECTION

1. Minimum Qualification

To be considered for selection as a Program Participant, an applicant shall possess:

- a. A valid B contractor's license issued by the Contractors State License Board (CSLB) of California and must provide a copy of the license to the CENTER.
- b. At least two (2) years of experience within the last five (5) years working as a licensed B General Contractor.
- c. A valid business license issued by a city in Sacramento County or by the County of Sacramento.

2. Selection Process

- a. The CENTER shall, on an as-needed basis, advertise an invitation to contractors to apply for placement on the LIST.
- b. An interested contractor shall submit a written application to the CENTER that demonstrates proof of eligibility and satisfies the requirements set forth in the Request for Formal Proposals.
- c. Each member agency fire chief shall appoint a designee to serve on a panel to review the qualifications of contractors who have applied to be a Program Participant.
 - (1) The panel, by majority vote, shall select those that are deemed most qualified and capable to serve as Program Participants.
 - (2) The approved contractors shall be placed on the LIST.
- d. Following its establishment, the LIST shall be presented to the CENTER's Governing Board at its next regular meeting for information.
- e. The LIST shall remain valid for a period not to exceed thirty-six (36) months, unless the Center determines in its sole and absolute discretion to terminate the list earlier.

C.
RULES OF PERFORMANCE

1. Creation of the LIST

- a. When the LIST is initially created, and each time it is re-created after a new application process, the order of Program Participants on the LIST shall be established by lot.
- b. If a Program Participant is supplemented to the LIST after its creation, they shall be added to the bottom of the LIST.
- c. A Program Participant is, at all times, in either On-call status or in Stand-By status.
- d. The LIST will be distributed via email to each Program Participant once per quarter.

2. Operation of the LIST

- a. Placement in On-Call status shall be on a rotating basis.
- b. On-Call status shall be twenty-four (24) hours per day for fourteen (14) consecutive days.
- c. Program Participant must operate and provide the CENTER a single contact number for service requests.

3. Response to Assignment

- a. Authorized field personnel shall submit a request for Board-Up services to the CENTER.
- b. Only the CENTER will notify the On-Call Program Participant, or a Stand-By Program Participant, of an assignment.
- c. A Program Participant must respond to a request for services by arriving at the specified location within sixty (60) minutes of notification of the assignment by the CENTER.
- d. If the On-Call Program Participant fails to respond, or advises the CENTER that they cannot respond in a timely manner, the CENTER will make the assignment to the next available Program Participant who is in Stand-By status.

4. On-Scene Protocol

- a. The Program Participant shall exhibit orderly conduct when on-scene. Responding Program Participant shall:
- (1) arrive promptly;
 - (2) report any damage caused by the Program Participant to the Incident Commander immediately; and
 - (3) exercise reasonable care of a professional in the industry in the performance of the on-scene work.
- b. The Program Participant shall not engage in any conduct that conflicts with, or violates, the duties of the CENTER as a public entity of the State of California ("Prohibited Conduct"). Such Prohibited Conduct includes, by way of illustration and not limitation:
- (1) unprofessional conduct;
 - (2) neglect of duty;
 - (3) breach of the PROGRAM guidelines;
 - (4) illegal acts;
 - (5) dishonesty;
 - (6) acts of moral turpitude;
 - (7) theft or misappropriation of funds;
 - (8) vandalism, theft, misappropriation of, or other injury to, CENTER property;
 - (9) vandalism, theft, misappropriation of, or other injury to, on-scene property;
 - (10) any act injuring, abusing, or endangering others;
 - (11) any act that might tend to bring Program Participant or CENTER, its employees, agents, or Board members into public disrespect, contempt, scandal or ridicule;
 - (12) any act that might reflect unfavorably on or endanger the reputation, integrity, or good will of Program Participant or CENTER, its officers, employees, agents, or Board members;
 - (13) violation of any lawful rule, regulation, ordinance, or statute;
 - (14) use of vulgar or offensive language on-scene;
 - (15) being under the influence of alcohol, illegal drugs, or other mind-altering substances during work hours;

- (16) consumption or use of alcohol, illegal drugs, or other mind-altering substances during work hours; or
 - (17) allowing any unauthorized person to accompany or visit Program Participant on-scene
- c. Should it come to CENTER's attention that Program Participant, or its owners, employees, directors, agents, Board members, or others under its control, has engaged in (whether while on the LIST or before being placed on the LIST), or is presently engaging in, or will engage in, any such Prohibited Conduct, CENTER may remove Program Participant from the LIST effective immediately as set forth in the PROGRAM procedures.

Program Participant shall indemnify, defend, and hold harmless the CENTER and its employees, Board members, agents, and volunteers (collectively, the "Protected Persons") for any claims brought against CENTER, its employees, Board members, agents, or volunteers arising or related to Prohibited Conduct of Program Participant.

- d. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Protected Persons with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Protected Persons at Program Participant's sole expense, subject to each Protected Person's right to elect to decline such defense without prejudice to the other Protected Persons' right to elect to proceed with such defense.
- e. Upon arrival at the scene, a responding Program Participant (or their representatives) shall:
- (1) Report to the Incident Commander; and
 - (2) Provide identification to the Incident Commander. At a minimum, identification shall include both of the following: (1) either a valid California state personal identification card or a valid California driver's license; **and** (2) a photographic identification card with the Program Participant's name and business logo.
- f. The Incident Commander will inform and instruct the Program Participant of the assignment on arrival at the site.
- g. At all times while on scene, the responding Program Participant, and its employees, are under the authority of and shall comply with the requirements of the Incident Commander.
- h. An assigned Program Participant shall transport with them to every assignment, at a minimum, the equipment, supplies, and materials that are listed in Attachment A.
- i. A responding on-call Program Participant shall work expeditiously and continuously on the assignment until all required work is completed and shall

remain on site until such work has been inspected by an authorized fire department or district representative.

5. Complaints About Operation of the PROGRAM

- a. A Program Participant may submit a complaint concerning either Field personnel or the operation of the PROGRAM. All complaints shall be in writing.
- b. Complaints Concerning Operation of the PROGRAM: Any such complaint shall describe, in detail, the action or inaction that is the subject of the complaint.
- c. Complaints Concerning Field Personnel: Any such complaint shall include the time, date, and location of the incident and, if known, names of the involved field personnel.
 - (1) The CENTER will forward complaints concerning department or district personnel to the Operations Chief of the applicable department or district for their review and determination.
 - (2) The department or district may investigate and, if appropriate, provide a response. Any response may be routed directly to the complainant. The response of the district/department is final.

6. Miscellaneous Provisions

- a. Only an Incident Commander, or higher ranking officer of a department or district, is authorized to approve a request to be paid for non-PROGRAM work by a Program Participant.
- b. To the furthest extent permitted by law, Program Participant shall defend, indemnify and hold harmless the parties to the CENTER Joint Powers Agreement, any contracting agency of the CENTER, the CENTER, and their respective agents, officers and employees, officers, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney fees arising out of, resulting from, or in connection with:
 - (1) PROGRAM work performed, and/or
 - (2) The negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Program Participant, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.
- c. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Indemnitees with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Indemnitees at Program Participant's sole expense, subject to each Indemnitee's right to elect to decline such defense without prejudice to the other Indemnitees right to elect to proceed with such defense.

- (2) A clause stating that:

The CENTER, its trustees, officers, agents, employees and volunteers, member fire districts and member fire departments, individually and collectively, as additional insureds under the policy described; and that the insurance policy shall be primary to any insurance or self-insurance maintained by the CENTER.

- c. If any Program Participant fails to maintain any insurance required by this PROGRAM, and provide evidence of coverage to the CENTER, Program Participant is in default and will be immediately removed from the PROGRAM.
- d. Compliance by Program Participant with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve Program Participant from liability assumed under any provision of the PROGRAM requirements, including, without limitation, the obligation to defend and indemnify the CENTER, its trustees, officers, agents, employees and volunteers, and fire districts and fire departments, individually and collectively, as additional insureds.
- e. Program Participant shall produce a certified copy of any insurance policy required under this PROGRAM upon written request of the CENTER.
- f. If a Program Participant fails to provide and maintain insurance as required by the PROGRAM, the CENTER may, at CENTER's option, take out and maintain at the expense of Program Participant, such insurance in the name of Program Participant as the CENTER may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to Program Participant under the PROGRAM.

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- a. A Program Participant shall furnish a bond in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) as security for faithful performance of its duties under the PROGRAM.
- b. Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure Section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury.

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- C. All equipment and work procedures will comply with CAL-OSHA Title 8.

Materials:

- 1. Film, new, plastic, minimum one thousand (1,000) square feet, six (6) mil thickness
- 2. Gasoline (in explosive proof can), for chainsaw
- 3. Lumber, framing: 2" x 4," 1" x 4"
- 4. Nails, duplex: 8's, 16's, assorted sizes of furring nails
- 5. Oil, for chainsaw
- 6. Plywood, new: minimum of twelve (12) full 4' x 8'sheets and four (4) half sheets), 1/2" thickness
- 7. Tape: duct
- 8. Tape: electrical
- 9. Wire: bailing
- 10. Wire, Nuts: assorted sizes

Tools:

- 1. Bolt Cutters, minimum length, 24"
- 2. Chisels, assorted, cold, wood, various sizes
- 3. Circuit tester
- 4. Come-along, 1 ton
- 5. Cord, extension, #12, 150'
- 6. Generator, electrical, 2,500 watt minimum
- 7. Hammers (2)
- 8. Jack, hydraulic
- 9. Jumper cables, 1 set
- 10. Knives, utility including extra blades
- 11. Ladder, extension, 16' minimum
- 12. Ladder, step, 6' minimum
- 13. Light, flood, working, 110 volt, clamp on
- 14. Lights, spotlights: hand-held, battery-powered (2)
- 15. Line, 3/8: 100 ft.
- 16. Hammers, 2 claw type, 5# sledge
- 17. Metal sheers, compound leverage
- 18. Mop
- 19. Nail puller, (crow's foot/cat's paw)
- 20. Pliers, vice grip style
- 21. Pliers, lineman's
- 22. Saw, chair (with extra chain)
- 23. Saw, hack, assorted metal cutting blades
- 24. Saw, portable electric circular type

25. Saw, hand, 8 point
26. Saw, portable electrical, reciprocating sawzall type with assorted blades including metal cutting
27. Screwdrivers, assorted flat tip and Phillips
28. Shears, compound leverage metal
29. Wrecking bar, minimum length, 36"
30. Wrench, pipe, assorted sizes
31. Wrench, crescent, assorted sizes to include 8" and 12"
32. Vacuum, capable of picking up water
33. Vise grip

BOARD-UP SPECIFICATIONS

PROGRAM services include:

- (a) Board-up: Plywood cover-up of all openings such as doors, windows, vent holes and fire openings to protect and secure the property.
- (b) Roof Coverings: Plastic and tarp cover-up of roof and the ceiling openings to prevent weather damage.
- (c) Electrical Restoration: Identify hazardous circuits and restore power when and as required.
- (d) Plumbing Restoration: Including the capping of broken water lines, sprinkler systems, sewage and gas lines.
- (e) Water Removal: The extraction of water from carpets, hardwood floors, etc. including the taking up of carpets and pads if necessary.
- (f) Debris Removal: The cleanup of debris as required, and the removal of debris from adjacent properties, streets and sidewalks.

Minimum Specification Requirements

Windows and Doors: A 3/4" exterior plywood shall be fitted to all outer door and window openings with a maximum of 1/8" clearance on all sides. Plywood doors shall be double hinged and installed with double hasp locks. Hinges and hasps locks are to be heavy duty type and securely fastened into a solid framing member. The installation shall be such that all exposed bolt or screw heads cannot be removed from the exterior. All window boards shall be fit to the screen inset molding stop.

Vent and Roof Openings: Whenever practical all ventilation holes and roof openings should be covered with 3/4" plywood and then covered with a plastic tarp or sheeting. Every effort should be made to seal the roof from leaking.

Debris Piles: Any debris pile that is created by the board-up contractor shall be a minimum of 10' from any structure.

**CITY OF SACRAMENTO
RESOLUTION**

RESOLUTION NO. 84-097

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

FEB 7 1984

A RESOLUTION ADOPTING STANDARDS FOR SELECTION AND
RULES OF PERFORMANCE FOR CONTRACTORS PERFORMING
EMERGENCY REPAIRS OF FIRE-DAMAGED BUILDINGS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

Pursuant to Section 15.10 of the Sacramento City Code, the following standards for selection and rules of performance for contractors performing emergency repairs of fire-damaged buildings are hereby adopted.

(1) The Chief of the Fire Department shall advertise periodically the invitation to contractors to apply for placement on an "On Call" list to effect emergency repairs and protection to property within the City of Sacramento upon request of the Chief.

(2) The Chief of the Fire Department shall compile and maintain a list of contractors which in the discretion of the Chief are found best qualified to perform emergency repair and property protection services.

(3) Each contractor selected shall meet the following standards and requirements:

(a) Shall be a general contractor, holding a valid State of California B-1 license.

(b) Shall supply the Chief of the Fire Department with updated information stating the job classification and hourly pay rate of all employees who will perform emergency repair and property protection services.

(c) Shall have minimum of two years experience as a licensed B-1 contractor.

(d) Shall have a current City business operations tax certificate and a permanent business address.

(e) Each contractor shall maintain insurance coverage during his participation in the program as follows:

RESOLUTION No. 84-097

FEB 7 1984

1. Workers' Compensation

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employer's Liability coverage of at least \$1 million per occurrence. In the event the contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administratin of Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

2. Comprehensive Auto and General Liability Insurance

The contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance

Products and Completed Operation Liability

Broad Form Property Damage Liability

Contractual Liability

Personal Injury Liability

The amount of the policy shall be no less than \$1 million Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

3. Certificate of Insurance

The contractor will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division prior to engaging in any operation or activity under this program. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

-2-

RESOLUTION No. 84-097

FEB 7 1984

(f) Each contractor and each employee of contractor shall be bonded for the faithful performance of his duties in the amount of not less than \$25,000.00, and provide proof of such bonding at the time of inclusion on the On Call list.

(g) Each contractor must possess and maintain a vehicle containing a specified inventory of supplies and equipment sufficient to perform the functions of the program.

(h) Each contractor selected shall sign a waiver and indemnity agreement approved by the City Attorney in connection with his participation in the program.

(i) In consideration for inclusion in the program each contractor shall agree to bill neither the citizen/owner, or his tenant, agent, employee or representative nor the City of Sacramento or its agents and employees for services rendered under this program, but rather agrees to look solely to insurance for payment and to absorb any and all cost of services where insurance is non-existent or insurance payment is denied.

(j) In consideration for inclusion in the program, each contractor shall agree to be governed by the instructions of the Fire Chief or his representative in connection with the extent of services to be performed and shall agree to not perform selectively or refuse performance where compensation is in doubt.

(k) Contractors selected for inclusion in the program shall be required during those periods when on call, to respond upon request 24 hours a day, seven days a week with maximum arrival time at incident scene no later than 1 hour after notification to respond by Fire Department, and to work expeditiously and continuously on the project until all required work is completed and thereafter stay on the premises until such work is inspected by authorized representatives of the Fire Department.

(4) A contractor shall be removed from the list of qualified contractors for cause when the Chief determines either that the contractor no longer meets all of the qualifications for inclusion on the list, or that the contractor has failed to perform emergency repairs in a satisfactory manner when requested to do so. Any contractor removed from the list for cause may appeal the decision of the Chief to the City Council by filing a written notice of appeal with the City Clerk not later than twenty (20) days after the date of mailing of the Chief's decision. The City Council may appoint a hearing examiner as set forth in Sections 2.320 to 2.328 of the City Code.

Dave Reiden

MAYOR

ATTEST:

Lorraine Meyer
CITY CLERK

RESOLUTION No. 84-097
FEB 7 1984

**BOARD-UP CONTRACTOR
Acknowledgment and Agreement**

I certify that I have applied to be a Program Participant in the Board-Up Program established by the Sacramento Regional Fire/EMS Communications Center.

I acknowledge that:

- 1 I have been given a copy of the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings.
- 2. All work within the City of Sacramento is also subject to Sacramento City Council Resolution 84-097 (February 7, 1984) (the "Resolution"). The Chief of the Fire Department referenced therein has delegated to the Sacramento Regional Fire/EMS Communications Center authority to effectuate the Resolution.
- 3. Collectively, these documents are the "Acknowledged Materials."

I agree that, if selected, I will, at all times, comply with the terms and conditions of the Board-Up Program, including by way of illustration and not by limitation those set forth in the Acknowledged Materials.

Date: _____

Date: 3/4/2021

for the Sacramento Regional Fire/EMS
Communications Center

for the Contractor and Corporation

Contact Information:

Name: LANCE HARRISON

Title: CEO

Address: PO BOX 1260
LOCKES, CA 95650

Phone: (916) 652-0355

CSLB License #: 335288

AGREEMENT

This Agreement ("AGREEMENT") is by and between the Sacramento Regional Fire/EMS Communications Center ("CENTER") and **DUARTE CONSTRUCTION** ("Program Participant").

Recitals

1. The Center administers a program by which licensed contractors are assigned to perform emergency repairs to damaged buildings ("PROGRAM").
2. The CENTER issued a Request for Proposals ("RFP") to solicit applications from contractors who were willing to provide services encompassed within the PROGRAM.
3. Program Participant submitted the required information and documents to be considered by the CENTER as part of the qualifications-based selection process set forth in the RFP.
4. The CENTER has selected six (6) licensed contractors to serve as Program Participants.

Terms

1. Program Participant agrees that it is bound by, and must comply with, the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings (see Attachment "A" which is attached and incorporated by reference).
2. Program Participant agrees that it shall pay to the CENTER an Administrative Fee of Seventy-Five Dollars (\$75.00) per call out.
 - a. The CENTER shall invoice Program Participant by the tenth (10th) of each month for dollars due to the CENTER for assignments made (call-outs) in the preceding month.
 - b. Program Participant shall pay the billed amount within thirty (30) calendar days of the date of the invoice.
3. This contract begins on March 15, 2021 with a three (3) year term.

SIGNATURE PAGE

Sacramento Regional Fire/EMS
Communications Center

Signed: _____

Title: _____

Signed:  _____

Title: CEO _____

License No. 335288 _____

Address: PO BOX 1260 _____

WOODS, CA 95650 _____

Phone No. (916) 652-0355 _____

AGREEMENT

This Agreement ("AGREEMENT") is by and between the Sacramento Regional Fire/EMS Communications Center ("CENTER") and **FIVE STAR CONSTRUCTION** ("Program Participant").

Restoration by 3/4/21

Recitals

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3. This contract begins on March 15, 2021 with a three (3) year term.

SIGNATURE PAGE

Sacramento Regional Fire/EMS
Communications Center

Signed: _____

Title: _____

Signed: Brenda L. Gallon

Title: owner / founder - CEO

License No. 886276

Address: 2372 Gold River Rd

Gold River, CA 95670

Phone No. Main office: 916 631-1693

**GENERAL PROCEDURES
for the
USE OF
CONTRACTORS TO PERFORM EMERGENCY REPAIRS
TO DAMAGED BUILDINGS**

The Sacramento Regional Fire/EMS Communications Center ("CENTER") has established a Board-Up Program ("PROGRAM") to select General Contractors ("Program Participants") to perform emergency repairs to damaged buildings within the Cities in Sacramento County and in the County of Sacramento. The CENTER provides oversight and management of the PROGRAM pursuant to authority set forth in its Joint Powers Agreement.

Set forth below are the following components of the PROGRAM:

- A. General Provisions,
- B. Criteria and Procedures for Selection,
- C. Rules of Performance,
- D. Required Insurances and Bonds.

A. GENERAL PROVISIONS

1. The CENTER shall create a call-out list ("LIST") of Program Participants to be assigned, on an as needed basis, to perform emergency repairs to damaged buildings within the Cities and County of Sacramento.
2. Any contractor who wishes to be considered for placement on the authorized LIST as a Program Participant must file an application with the CENTER. Applications will be processed in accordance with Paragraph B. below.
3. The LIST shall include as many Program Participants as deemed necessary by the CENTER. Typically, the LIST will contain at least four (4) and up to six (6) contractors.
4. A Program Participant (including all persons employed by a Program Participant) is an independent contractor and is not an employee of the CENTER or any of the member agencies. The Program Participant is not authorized to and shall not represent itself as an agent of the CENTER or any of the member agencies. A Program Participant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees.
5. The CENTER may remove a Program Participant from the LIST at any time for any lawful reason.
 - a. Typically, this will occur when the CENTER has determined either that the contractor no longer meets all of the qualifications for inclusion on the LIST, or that

the contractor has failed to perform work pursuant to this PROGRAM in a satisfactory manner when requested to do so.

- b. Cause, however, is not required.
 - c. A removed Program Participant that requests a statement of the reasons for removal shall be provided with the reason(s) and may appeal the decision to the CENTER'S Governing Board by filing a written notice of appeal with the Center Executive Director not later than twenty (20) days after the date of mailing of the decision.
 - (1) A review panel will conduct the review and respond, in writing, within thirty (30) calendar days.
 - (2) The appellant shall post Five Hundred Dollars (\$500.00) either in cash or cashier's check with the CENTER to cover all or a portion of appeal costs. Any and all costs of such appeal will be recovered by the CENTER from the appellant when the review finds in favor of the CENTER. A full and complete accounting shall be supplied to the unsuccessful appellant with the findings.
 - (3) The CENTER's decision is final.
 - d. A contractor removed from the LIST may apply for selection as a Program Participant in accordance with Paragraph B. below.
- 6. No emergency repair work shall be performed for, or on behalf of, any department or district by any person or contractor who is not on the LIST of Program Participants.
 - 7. No work assigned pursuant to the PROGRAM may be sub-contracted.
 - 8. Each Program Participant shall have on file with the CENTER a list of any person (including his/her job classification title) who may be dispatched to work pursuant to this PROGRAM.
 - 9. All payments to Program Participants for work performed pursuant to the PROGRAM shall come solely from the company(ies) that insure the affected property.
 - a. If insurance is non-existent, or insufficient, or insurance payment is denied, any and all costs of operation shall be absorbed by the Program Participant.
 - b. No Program Participant shall bill, charge or affix a fee to any person or entity other than the company(ies) that insure the affected property for services rendered pursuant to the PROGRAM. By way of illustration, and not limitation, person or entity includes:
 - (1) property owners (including their representatives/agents/tenants); and/or
 - (2) the CENTER (including its officers, agents, employees or representatives); and/or

- (3) any associated fire agency (its officers, agents, employees, representatives or parent or governing agency(ies)).

10. Attachments A through D are incorporated as though fully set forth in this document.

B.
CRITERIA AND PROCEDURES FOR SELECTION

1. Minimum Qualification

To be considered for selection as a Program Participant, an applicant shall possess:

- a. A valid B contractor's license issued by the Contractors State License Board (CSLB) of California and must provide a copy of the license to the CENTER.
- b. At least two (2) years of experience within the last five (5) years working as a licensed B General Contractor.
- c. A valid business license issued by a city in Sacramento County or by the County of Sacramento.

2. Selection Process

- a. The CENTER shall, on an as-needed basis, advertise an invitation to contractors to apply for placement on the LIST.
- b. An interested contractor shall submit a written application to the CENTER that demonstrates proof of eligibility and satisfies the requirements set forth in the Request for Formal Proposals.
- c. Each member agency fire chief shall appoint a designee to serve on a panel to review the qualifications of contractors who have applied to be a Program Participant.
 - (1) The panel, by majority vote, shall select those that are deemed most qualified and capable to serve as Program Participants.
 - (2) The approved contractors shall be placed on the LIST.
- d. Following its establishment, the LIST shall be presented to the CENTER's Governing Board at its next regular meeting for information.
- e. The LIST shall remain valid for a period not to exceed thirty-six (36) months, unless the Center determines in its sole and absolute discretion to terminate the list earlier.

C.
RULES OF PERFORMANCE

1. Creation of the LIST

- a. When the LIST is initially created, and each time it is re-created after a new application process, the order of Program Participants on the LIST shall be established by lot.
- b. If a Program Participant is supplemented to the LIST after its creation, they shall be added to the bottom of the LIST.
- c. A Program Participant is, at all times, in either On-call status or in Stand-By status.
- d. The LIST will be distributed via email to each Program Participant once per quarter.

2. Operation of the LIST

- a. Placement in On-Call status shall be on a rotating basis.
- b. On-Call status shall be twenty-four (24) hours per day for fourteen (14) consecutive days.
- c. Program Participant must operate and provide the CENTER a single contact number for service requests.

3. Response to Assignment

- a. Authorized field personnel shall submit a request for Board-Up services to the CENTER.
- b. Only the CENTER will notify the On-Call Program Participant, or a Stand-By Program Participant, of an assignment.
- c. A Program Participant must respond to a request for services by arriving at the specified location within sixty (60) minutes of notification of the assignment by the CENTER.
- d. If the On-Call Program Participant fails to respond, or advises the CENTER that they cannot respond in a timely manner, the CENTER will make the assignment to the next available Program Participant who is in Stand-By status.

4. On-Scene Protocol

- a. The Program Participant shall exhibit orderly conduct when on-scene. Responding Program Participant shall:
 - (1) arrive promptly;
 - (2) report any damage caused by the Program Participant to the Incident Commander immediately; and
 - (3) exercise reasonable care of a professional in the industry in the performance of the on-scene work.

- b. The Program Participant shall not engage in any conduct that conflicts with, or violates, the duties of the CENTER as a public entity of the State of California ("Prohibited Conduct"). Such Prohibited Conduct includes, by way of illustration and not limitation:
 - (1) unprofessional conduct;
 - (2) neglect of duty;
 - (3) breach of the PROGRAM guidelines;
 - (4) illegal acts;
 - (5) dishonesty;
 - (6) acts of moral turpitude;
 - (7) theft or misappropriation of funds;
 - (8) vandalism, theft, misappropriation of, or other injury to, CENTER property;
 - (9) vandalism, theft, misappropriation of, or other injury to, on-scene property;
 - (10) any act injuring, abusing, or endangering others;
 - (11) any act that might tend to bring Program Participant or CENTER, its employees, agents, or Board members into public disrespect, contempt, scandal or ridicule;
 - (12) any act that might reflect unfavorably on or endanger the reputation, integrity, or good will of Program Participant or CENTER, its officers, employees, agents, or Board members;
 - (13) violation of any lawful rule, regulation, ordinance, or statute;
 - (14) use of vulgar or offensive language on-scene;
 - (15) being under the influence of alcohol, illegal drugs, or other mind-altering substances during work hours;

- (16) consumption or use of alcohol, illegal drugs, or other mind-altering substances during work hours; or
 - (17) allowing any unauthorized person to accompany or visit Program Participant on-scene
- c. Should it come to CENTER's attention that Program Participant, or its owners, employees, directors, agents, Board members, or others under its control, has engaged in (whether while on the LIST or before being placed on the LIST), or is presently engaging in, or will engage in, any such Prohibited Conduct, CENTER may remove Program Participant from the LIST effective immediately as set forth in the PROGRAM procedures.

Program Participant shall indemnify, defend, and hold harmless the CENTER and its employees, Board members, agents, and volunteers (collectively, the "Protected Persons") for any claims brought against CENTER, its employees, Board members, agents, or volunteers arising or related to Prohibited Conduct of Program Participant.

- d. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Protected Persons with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Protected Persons at Program Participant's sole expense, subject to each Protected Person's right to elect to decline such defense without prejudice to the other Protected Persons' right to elect to proceed with such defense.
- e. Upon arrival at the scene, a responding Program Participant (or their representatives) shall:
- (1) Report to the Incident Commander; and
 - (2) Provide identification to the Incident Commander. At a minimum, identification shall include both of the following: (1) either a valid California state personal identification card or a valid California driver's license; **and** (2) a photographic identification card with the Program Participant's name and business logo.
- f. The Incident Commander will inform and instruct the Program Participant of the assignment on arrival at the site.
- g. At all times while on scene, the responding Program Participant, and its employees, are under the authority of and shall comply with the requirements of the Incident Commander.
- h. An assigned Program Participant shall transport with them to every assignment, at a minimum, the equipment, supplies, and materials that are listed in Attachment A.
- i. A responding on-call Program Participant shall work expeditiously and continuously on the assignment until all required work is completed and shall

remain on site until such work has been inspected by an authorized fire department or district representative.

5. Complaints About Operation of the PROGRAM

- a. A Program Participant may submit a complaint concerning either Field personnel or the operation of the PROGRAM. All complaints shall be in writing.
- b. Complaints Concerning Operation of the PROGRAM: Any such complaint shall describe, in detail, the action or inaction that is the subject of the complaint.
- c. Complaints Concerning Field Personnel: Any such complaint shall include the time, date, and location of the incident and, if known, names of the involved field personnel.
 - (1) The CENTER will forward complaints concerning department or district personnel to the Operations Chief of the applicable department or district for their review and determination.
 - (2) The department or district may investigate and, if appropriate, provide a response. Any response may be routed directly to the complainant. The response of the district/department is final.

6. Miscellaneous Provisions

- a. Only an Incident Commander, or higher ranking officer of a department or district, is authorized to approve a request to be paid for non-PROGRAM work by a Program Participant.
- b. To the furthest extent permitted by law, Program Participant shall defend, indemnify and hold harmless the parties to the CENTER Joint Powers Agreement, any contracting agency of the CENTER, the CENTER, and their respective agents, officers and employees, officers, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney fees arising out of, resulting from, or in connection with:
 - (1) PROGRAM work performed, and/or
 - (2) The negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Program Participant, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.
- c. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Indemnitees with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Indemnitees at Program Participant's sole expense, subject to each Indemnitee's right to elect to decline such defense without prejudice to the other Indemnitees right to elect to proceed with such defense.

(2) A clause stating that:

The CENTER, its trustees, officers, agents, employees and volunteers, member fire districts and member fire departments, individually and collectively, as additional insureds under the policy described; and that the insurance policy shall be primary to any insurance or self-insurance maintained by the CENTER.

- c. If any Program Participant fails to maintain any insurance required by this PROGRAM, and provide evidence of coverage to the CENTER, Program Participant is in default and will be immediately removed from the PROGRAM.
- d. Compliance by Program Participant with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve Program Participant from liability assumed under any provision of the PROGRAM requirements, including, without limitation, the obligation to defend and indemnify the CENTER, its trustees, officers, agents, employees and volunteers, and fire districts and fire departments, individually and collectively, as additional insureds.
- e. Program Participant shall produce a certified copy of any insurance policy required under this PROGRAM upon written request of the CENTER.
- f. If a Program Participant fails to provide and maintain insurance as required by the PROGRAM, the CENTER may, at CENTER's option, take out and maintain at the expense of Program Participant, such insurance in the name of Program Participant as the CENTER may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to Program Participant under the PROGRAM.

6. Required Bond

- a. A Program Participant shall furnish a bond in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) as security for faithful performance of its duties under the PROGRAM.
- b. Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure Section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury.

ATTACHMENTS

Minimum Tool and Supply Requirements	(Attachment A)
Board Up Specifications	(Attachment B)
City of Sacramento Resolution	(Attachment C)
Program Participant Agreement	(Attachment D)

MINIMUM TOOL & SUPPLY REQUIREMENTS

- A. All materials and equipment shall be maintained in good condition and stored in an orderly fashion.
- B. Safety shoes and hard hats will be used by all personnel on all sites.
- C. All equipment and work procedures will comply with CAL-OSHA Title 8.

Materials:

- 1. Film, new, plastic, minimum one thousand (1,000) square feet, six (6) mil thickness
- 2. Gasoline (in explosive proof can), for chainsaw
- 3. Lumber, framing: 2" x 4," 1" x 4"
- 4. Nails, duplex: 8's, 16's, assorted sizes of furring nails
- 5. Oil, for chainsaw
- 6. Plywood, new: minimum of twelve (12) full 4' x 8'sheets and four (4) half sheets), 1/2" thickness
- 7. Tape: duct
- 8. Tape: electrical
- 9. Wire: bailing
- 10. Wire, Nuts: assorted sizes

Tools:

- 1. Bolt Cutters, minimum length, 24"
- 2. Chisels, assorted, cold, wood, various sizes
- 3. Circuit tester
- 4. Come-along, 1 ton
- 5. Cord, extension, #12, 150'
- 6. Generator, electrical, 2,500 watt minimum
- 7. Hammers (2)
- 8. Jack, hydraulic
- 9. Jumper cables, 1 set
- 10. Knives, utility including extra blades
- 11. Ladder, extension, 16' minimum
- 12. Ladder, step, 6' minimum
- 13. Light, flood, working, 110 volt, clamp on
- 14. Lights, spotlights: hand-held, battery-powered (2)
- 15. Line, 3/8: 100 ft.
- 16. Hammers, 2 claw type, 5# sledge
- 17. Metal sheers, compound leverage
- 18. Mop
- 19. Nail puller, (crow's foot/cat's paw)
- 20. Pliers, vice grip style
- 21. Pliers, lineman's
- 22. Saw, chain (with extra chain)
- 23. Saw, hack, assorted metal cutting blades
- 24. Saw, portable electric circular type

25. Saw, hand, 8 point
26. Saw, portable electrical, reciprocating sawzall type with assorted blades including metal cutting
27. Screwdrivers, assorted flat tip and Phillips
28. Shears, compound leverage metal
29. Wrecking bar, minimum length, 36"
30. Wrench, pipe, assorted sizes
31. Wrench, crescent, assorted sizes to include 8" and 12"
32. Vacuum, capable of picking up water
33. Vise grip

BOARD-UP SPECIFICATIONS

PROGRAM services include:

- (a) Board-up: Plywood cover-up of all openings such as doors, windows, vent holes and fire openings to protect and secure the property.
- (b) Roof Coverings: Plastic and tarp cover-up of roof and the ceiling openings to prevent weather damage.
- (c) Electrical Restoration: Identify hazardous circuits and restore power when and as required.
- (d) Plumbing Restoration: Including the capping of broken water lines, sprinkler systems, sewage and gas lines.
- (e) Water Removal: The extraction of water from carpets, hardwood floors, etc. including the taking up of carpets and pads if necessary.
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Minimum Specification Requirements

Windows and Doors: A 3/4" exterior plywood shall be fitted to all outer door and window openings with a maximum of 1/8" clearance on all sides. Plywood doors shall be double hinged and installed with double hasp locks. Hinges and hasps locks are to be heavy duty type and securely fastened into a solid framing member. The installation shall be such that all exposed bolt or screw heads cannot be removed from the exterior. All window boards shall be fit to the screen inset molding stop.

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Debris Piles: Any debris pile that is created by the board-up contractor shall be a minimum of 10' from any structure.

**CITY OF SACRAMENTO
RESOLUTION**

RESOLUTION NO. 84-097

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

FEB 7 1984

A RESOLUTION ADOPTING STANDARDS FOR SELECTION AND
RULES OF PERFORMANCE FOR CONTRACTORS PERFORMING
EMERGENCY REPAIRS OF FIRE-DAMAGED BUILDINGS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

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(b) Shall supply the Chief of the Fire Department with updated information stating the job classification and hourly pay rate of all employees who will perform emergency repair and property protection services.

(c) Shall have minimum of two years experience as a licensed B-1 contractor.

(d) Shall have a current City business operations tax certificate and a permanent business address.

(e) Each contractor shall maintain insurance coverage during his participation in the program as follows:

RESOLUTION No. 84-097

FEB 7 1984

1. Workers' Compensation

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employer's Liability coverage of at least \$1 million per occurrence. In the event the contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administratin of Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

2. Comprehensive Auto and General Liability Insurance

The contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance

Products and Completed Operation Liability

Broad Form Property Damage Liability

Contractual Liability

Personal Injury Liability

The amount of the policy shall be no less than \$1 million Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

3. Certificate of Insurance

The contractor will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division prior to engaging in any operation or activity under this program. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

-2-

RESOLUTION No. 84-097

FEB 7 1984

(f) Each contractor and each employee of contractor shall be bonded for the faithful performance of his duties in the amount of not less than \$25,000.00, and provide proof of such bonding at the time of inclusion on the On Call list.

(g) Each contractor must possess and maintain a vehicle containing a specified inventory of supplies and equipment sufficient to perform the functions of the program.

(h) Each contractor selected shall sign a waiver and indemnity agreement approved by the City Attorney in connection with his participation in the program.

(i) In consideration for inclusion in the program each contractor shall agree to bill neither the citizen/owner, or his tenant, agent, employee or representative nor the City of Sacramento or its agents and employees for services rendered under this program, but rather agrees to look solely to insurance for payment and to absorb any and all cost of services where insurance is non-existent or insurance payment is denied.

(j) In consideration for inclusion in the program, each contractor shall agree to be governed by the instructions of the Fire Chief or his representative in connection with the extent of services to be performed and shall agree to not perform selectively or refuse performance where compensation is in doubt.

(k) Contractors selected for inclusion in the program shall be required during those periods when on call, to respond upon request 24 hours a day, seven days a week with maximum arrival time at incident scene no later than 1 hour after notification to respond by Fire Department, and to work expeditiously and continuously on the project until all required work is completed and thereafter stay on the premises until such work is inspected by authorized representatives of the Fire Department.

(4) A contractor shall be removed from the list of qualified contractors for cause when the Chief determines either that the contractor no longer meets all of the qualifications for inclusion on the list, or that the contractor has failed to perform emergency repairs in a satisfactory manner when requested to do so. Any contractor removed from the list for cause may appeal the decision of the Chief to the City Council by filing a written notice of appeal with the City Clerk not later than twenty (20) days after the date of mailing of the Chief's decision. The City Council may appoint a hearing examiner as set forth in Sections 2.320 to 2.328 of the City Code.

Dave Reden

MAYOR

ATTEST:

Louise Magan
CITY CLERK

RESOLUTION No. 84-097
FEB 7 1984

**BOARD-UP CONTRACTOR
Acknowledgment and Agreement**

I certify that I have applied to be a Program Participant in the Board-Up Program established by the Sacramento Regional Fire/EMS Communications Center.

I acknowledge that:

1. I have been given a copy of the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings.
2. All work within the City of Sacramento is also subject to Sacramento City Council Resolution 84-097 (February 7, 1984) (the "Resolution"). The Chief of the Fire Department referenced therein has delegated to the Sacramento Regional Fire/EMS Communications Center authority to effectuate the Resolution.
3. Collectively, these documents are the "Acknowledged Materials."

I agree that, if selected, I will, at all times, comply with the terms and conditions of the Board-Up Program, including by way of illustration and not by limitation those set forth in the Acknowledged Materials.

Date: _____

Date: 3/4/2021

for the Sacramento Regional Fire/EMS
Communications Center

for the Contractor and Corporation

Contact Information:

Name: Brenda L. Gallone

Title: Owner / Founder / CEO

Address: 2372 Cold River Rd.
Cold River, CA 95670

Phone: Main office: 916 631-1693

CSLB License #: 886276

County Board Up Call List

3/15/2021 THROUGH 5/26/2021

Date updated: 3/3/2021

0800 hours start	0759 hour end	Company Name	Contact	Phone Number
3/15/2021	3/21/2021	Regional Builders #828577		
3/21/2021	3/27/2021	Duarte Construction #335288		
3/27/2021	4/2/2021	B-Line Construction #768320		
4/2/2021	4/8/2021	DH Construction #362161		
4/8/2021	4/14/2021	Five Star Restoration #886276		
4/14/2021	4/20/2021	Golden Coast Construction #838443		
4/20/2021	4/26/2021	Regional Builders #828577		
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City Board Up Call List

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5/14/2021	5/20/2021	Golden Coast Construction #838443		
5/20/2021	5/26/2021	Regional Builders #828577		

**GENERAL PROCEDURES
for the
USE OF
CONTRACTORS TO PERFORM EMERGENCY REPAIRS
TO DAMAGED BUILDINGS**

The Sacramento Regional Fire/EMS Communications Center (“CENTER”) has established a Board-Up Program (“PROGRAM”) to select General Contractors (“Program Participants”) to perform emergency repairs to damaged buildings within the Cities in Sacramento County and in the County of Sacramento. The CENTER provides oversight and management of the PROGRAM pursuant to authority set forth in its Joint Powers Agreement.

Set forth below are the following components of the PROGRAM:

- A. General Provisions,
- B. Criteria and Procedures for Selection,
- C. Rules of Performance,
- D. Required Insurances and Bonds.

**A.
GENERAL PROVISIONS**

1. The CENTER shall create a call-out list (“LIST”) of Program Participants to be assigned, on an as needed basis, to perform emergency repairs to damaged buildings within the Cities and County of Sacramento.
2. Any contractor who wishes to be considered for placement on the authorized LIST as a Program Participant must file an application with the CENTER. Applications will be processed in accordance with Paragraph B. below.
3. The LIST shall include as many Program Participants as deemed necessary by the CENTER. Typically, the LIST will contain at least four (4) and up to six (6) contractors.
4. A Program Participant (including all persons employed by a Program Participant) is an independent contractor and is not an employee of the CENTER or any of the member agencies. The Program Participant is not authorized to and shall not represent itself as an agent of the CENTER or any of the member agencies. A Program Participant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees.
5. The CENTER may remove a Program Participant from the LIST at any time for any lawful reason.
 - a. Typically, this will occur when the CENTER has determined either that the contractor no longer meets all of the qualifications for inclusion on the LIST, or that

the contractor has failed to perform work pursuant to this PROGRAM in a satisfactory manner when requested to do so.

- b. Cause, however, is not required.
 - c. A removed Program Participant that requests a statement of the reasons for removal shall be provided with the reason(s) and may appeal the decision to the CENTER'S Governing Board by filing a written notice of appeal with the Center Executive Director not later than twenty (20) days after the date of mailing of the decision.
 - (1) A review panel will conduct the review and respond, in writing, within thirty (30) calendar days.
 - (2) The appellant shall post Five Hundred Dollars (\$500.00) either in cash or cashier's check with the CENTER to cover all or a portion of appeal costs. Any and all costs of such appeal will be recovered by the CENTER from the appellant when the review finds in favor of the CENTER. A full and complete accounting shall be supplied to the unsuccessful appellant with the findings.
 - (3) The CENTER's decision is final.
 - d. A contractor removed from the LIST may apply for selection as a Program Participant in accordance with Paragraph B. below.
- 6. No emergency repair work shall be performed for, or on behalf of, any department or district by any person or contractor who is not on the LIST of Program Participants.
 - 7. No work assigned pursuant to the PROGRAM may be sub-contracted.
 - 8. Each Program Participant shall have on file with the CENTER a list of any person (including his/her job classification title) who may be dispatched to work pursuant to this PROGRAM.
 - 9. All payments to Program Participants for work performed pursuant to the PROGRAM shall come solely from the company(ies) that insure the affected property.
 - a. If insurance is non-existent, or insufficient, or insurance payment is denied, any and all costs of operation shall be absorbed by the Program Participant.
 - b. No Program Participant shall bill, charge or affix a fee to any person or entity other than the company(ies) that insure the affected property for services rendered pursuant to the PROGRAM. By way of illustration, and not limitation, person or entity includes:
 - (1) property owners (including their representatives/agents/tenants); and/or
 - (2) the CENTER (including its officers, agents, employees or representatives); and/or

- (3) any associated fire agency (its officers, agents, employees, representatives or parent or governing agency(ies)).

10. Attachments A through D are incorporated as though fully set forth in this document.

**B.
CRITERIA AND PROCEDURES FOR SELECTION**

1. Minimum Qualification

To be considered for selection as a Program Participant, an applicant shall possess:

- a. A valid B contractor's license issued by the Contractors State License Board (CSLB) of California and must provide a copy of the license to the CENTER.
- b. At least two (2) years of experience within the last five (5) years working as a licensed B General Contractor.
- c. A valid business license issued by a city in Sacramento County or by the County of Sacramento.

2. Selection Process

- a. The CENTER shall, on an as-needed basis, advertise an invitation to contractors to apply for placement on the LIST.
- b. An interested contractor shall submit a written application to the CENTER that demonstrates proof of eligibility and satisfies the requirements set forth in the Request for Formal Proposals.
- c. Each member agency fire chief shall appoint a designee to serve on a panel to review the qualifications of contractors who have applied to be a Program Participant.
 - (1) The panel, by majority vote, shall select those that are deemed most qualified and capable to serve as Program Participants.
 - (2) The approved contractors shall be placed on the LIST.
- d. Following its establishment, the LIST shall be presented to the CENTER's Governing Board at its next regular meeting for information.
- e. The LIST shall remain valid for a period not to exceed thirty-six (36) months, unless the Center determines in its sole and absolute discretion to terminate the list earlier.

C.
RULES OF PERFORMANCE

1. Creation of the LIST

- a. When the LIST is initially created, and each time it is re-created after a new application process, the order of Program Participants on the LIST shall be established by lot.
- b. If a Program Participant is supplemented to the LIST after its creation, they shall be added to the bottom of the LIST.
- c. A Program Participant is, at all times, in either On-call status or in Stand-By status.
- d. The LIST will be distributed via email to each Program Participant once per quarter.

2. Operation of the LIST

- a. Placement in On-Call status shall be on a rotating basis.
- b. On-Call status shall be twenty-four (24) hours per day for fourteen (14) consecutive days.
- c. Program Participant must operate and provide the CENTER a single contact number for service requests.

3. Response to Assignment

- a. Authorized field personnel shall submit a request for Board-Up services to the CENTER.
- b. Only the CENTER will notify the On-Call Program Participant, or a Stand-By Program Participant, of an assignment.
- c. A Program Participant must respond to a request for services by arriving at the specified location within sixty (60) minutes of notification of the assignment by the CENTER.
- d. If the On-Call Program Participant fails to respond, or advises the CENTER that they cannot respond in a timely manner, the CENTER will make the assignment to the next available Program Participant who is in Stand-By status.

4. On-Scene Protocol

- a. The Program Participant shall exhibit orderly conduct when on-scene. Responding Program Participant shall:
 - (1) arrive promptly;
 - (2) report any damage caused by the Program Participant to the Incident Commander immediately; and
 - (3) exercise reasonable care of a professional in the industry in the performance of the on-scene work.

- b. The Program Participant shall not engage in any conduct that conflicts with, or violates, the duties of the CENTER as a public entity of the State of California ("Prohibited Conduct"). Such Prohibited Conduct includes, by way of illustration and not limitation:
 - (1) unprofessional conduct;
 - (2) neglect of duty;
 - (3) breach of the PROGRAM guidelines;
 - (4) illegal acts;
 - (5) dishonesty;
 - (6) acts of moral turpitude;
 - (7) theft or misappropriation of funds;
 - (8) vandalism, theft, misappropriation of, or other injury to, CENTER property;
 - (9) vandalism, theft, misappropriation of, or other injury to, on-scene property;
 - (10) any act injuring, abusing, or endangering others;
 - (11) any act that might tend to bring Program Participant or CENTER, its employees, agents, or Board members into public disrespect, contempt, scandal or ridicule;
 - (12) any act that might reflect unfavorably on or endanger the reputation, integrity, or good will of Program Participant or CENTER, its officers, employees, agents, or Board members;
 - (13) violation of any lawful rule, regulation, ordinance, or statute;
 - (14) use of vulgar or offensive language on-scene;
 - (15) being under the influence of alcohol, illegal drugs, or other mind-altering substances during work hours;

- (16) consumption or use of alcohol, illegal drugs, or other mind-altering substances during work hours; or
 - (17) allowing any unauthorized person to accompany or visit Program Participant on-scene
- c. Should it come to CENTER's attention that Program Participant, or its owners, employees, directors, agents, Board members, or others under its control, has engaged in (whether while on the LIST or before being placed on the LIST), or is presently engaging in, or will engage in, any such Prohibited Conduct, CENTER may remove Program Participant from the LIST effective immediately as set forth in the PROGRAM procedures.

Program Participant shall indemnify, defend, and hold harmless the CENTER and its employees, Board members, agents, and volunteers (collectively, the "Protected Persons") for any claims brought against CENTER, its employees, Board members, agents, or volunteers arising or related to Prohibited Conduct of Program Participant.

- d. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Protected Persons with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Protected Persons at Program Participant's sole expense, subject to each Protected Person's right to elect to decline such defense without prejudice to the other Protected Persons' right to elect to proceed with such defense.
- e. Upon arrival at the scene, a responding Program Participant (or their representatives) shall:
- (1) Report to the Incident Commander; and
 - (2) Provide identification to the Incident Commander. At a minimum, identification shall include both of the following: (1) either a valid California state personal identification card or a valid California driver's license; **and** (2) a photographic identification card with the Program Participant's name and business logo.
- f. The Incident Commander will inform and instruct the Program Participant of the assignment on arrival at the site.
- g. At all times while on scene, the responding Program Participant, and its employees, are under the authority of and shall comply with the requirements of the Incident Commander.
- h. An assigned Program Participant shall transport with them to every assignment, at a minimum, the equipment, supplies, and materials that are listed in Attachment A.
- i. A responding on-call Program Participant shall work expeditiously and continuously on the assignment until all required work is completed and shall

remain on site until such work has been inspected by an authorized fire department or district representative.

5. Complaints About Operation of the PROGRAM

- a. A Program Participant may submit a complaint concerning either Field personnel or the operation of the PROGRAM. All complaints shall be in writing.
- b. Complaints Concerning Operation of the PROGRAM: Any such complaint shall describe, in detail, the action or inaction that is the subject of the complaint.
- c. Complaints Concerning Field Personnel: Any such complaint shall include the time, date, and location of the incident and, if known, names of the involved field personnel.
 - (1) The CENTER will forward complaints concerning department or district personnel to the Operations Chief of the applicable department or district for their review and determination.
 - (2) The department or district may investigate and, if appropriate, provide a response. Any response may be routed directly to the complainant. The response of the district/department is final.

6. Miscellaneous Provisions

- a. Only an Incident Commander, or higher ranking officer of a department or district, is authorized to approve a request to be paid for non-PROGRAM work by a Program Participant.
- b. To the furthest extent permitted by law, Program Participant shall defend, indemnify and hold harmless the parties to the CENTER Joint Powers Agreement, any contracting agency of the CENTER, the CENTER, and their respective agents, officers and employees, officers, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney fees arising out of, resulting from, or in connection with:
 - (1) PROGRAM work performed, and/or
 - (2) The negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Program Participant, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.
- c. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Indemnitees with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Indemnitees at Program Participant's sole expense, subject to each Indemnitee's right to elect to decline such defense without prejudice to the other Indemnitees right to elect to proceed with such defense.

(2) A clause stating that:

The CENTER, its trustees, officers, agents, employees and volunteers, member fire districts and member fire departments, individually and collectively, as additional insureds under the policy described; and that the insurance policy shall be primary to any insurance or self-insurance maintained by the CENTER.

- c. If any Program Participant fails to maintain any insurance required by this PROGRAM, and provide evidence of coverage to the CENTER, Program Participant is in default and will be immediately removed from the PROGRAM.
- d. Compliance by Program Participant with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve Program Participant from liability assumed under any provision of the PROGRAM requirements, including, without limitation, the obligation to defend and indemnify the CENTER, its trustees, officers, agents, employees and volunteers, and fire districts and fire departments, individually and collectively, as additional insureds.
- e. Program Participant shall produce a certified copy of any insurance policy required under this PROGRAM upon written request of the CENTER.
- f. If a Program Participant fails to provide and maintain insurance as required by the PROGRAM, the CENTER may, at CENTER's option, take out and maintain at the expense of Program Participant, such insurance in the name of Program Participant as the CENTER may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to Program Participant under the PROGRAM.

6. Required Bond

- a. A Program Participant shall furnish a bond in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) as security for faithful performance of its duties under the PROGRAM.
- b. Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure Section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury.

ATTACHMENTS

Minimum Tool and Supply Requirements	(Attachment A)
Board Up Specifications	(Attachment B)
City of Sacramento Resolution	(Attachment C)
Program Participant Agreement	(Attachment D)

**Attachment A to
General Procedures**

MINIMUM TOOL & SUPPLY REQUIREMENTS

- A. All materials and equipment shall be maintained in good condition and stored in an orderly fashion.
- B. Safety shoes and hard hats will be used by all personnel on all sites.
- C. All equipment and work procedures will comply with CAL-OSHA Title 8.

Materials:

- 1. Film, new, plastic, minimum one thousand (1,000) square feet, six (6) mil thickness
- 2. Gasoline (in explosive proof can), for chainsaw
- 3. Lumber, framing: 2" x 4," 1" x 4"
- 4. Nails, duplex: 8's, 16's, assorted sizes of furring nails
- 5. Oil, for chainsaw
- 6. Plywood, new: minimum of twelve (12) full 4' x 8'sheets and four (4) half sheets), 1/2" thickness
- 7. Tape: duct
- 8. Tape: electrical
- 9. Wire: bailing
- 10. Wire, Nuts: assorted sizes

Tools:

- 1. Bolt Cutters, minimum length, 24"
- 2. Chisels, assorted, cold, wood, various sizes
- 3. Circuit tester
- 4. Come-along, 1 ton
- 5. Cord, extension, #12, 150'
- 6. Generator, electrical, 2,500 watt minimum
- 7. Hammers (2)
- 8. Jack, hydraulic
- 9. Jumper cables, 1 set
- 10. Knives, utility including extra blades
- 11. Ladder, extension, 16' minimum
- 12. Ladder, step, 6' minimum
- 13. Light, flood, working, 110 volt, clamp on
- 14. Lights, spotlights: hand-held, battery-powered (2)
- 15. Line, 3/8: 100 ft.
- 16. Hammers, 2 claw type, 5# sledge
- 17. Metal sheers, compound leverage
- 18. Mop
- 19. Nail puller, (crow's foot/cat's paw)
- 20. Pliers, vice grip style
- 21. Pliers, lineman's
- 22. Saw, chair (with extra chain)
- 23. Saw, hack, assorted metal cutting blades
- 24. Saw, portable electric circular type

25. Saw, hand, 8 point
26. Saw, portable electrical, reciprocating sawzall type with assorted blades including metal cutting
27. Screwdrivers, assorted flat tip and Phillips
28. Shears, compound leverage metal
29. Wrecking bar, minimum length, 36"
30. Wrench, pipe, assorted sizes
31. Wrench, crescent, assorted sizes to include 8" and 12"
32. Vacuum, capable of picking up water
33. Vise grip

**Attachment B
to General Procedures**

BOARD-UP SPECIFICATIONS

PROGRAM services include:

- (a) Board-up: Plywood cover-up of all openings such as doors, windows, vent holes and fire openings to protect and secure the property.
- (b) Roof Coverings: Plastic and tarp cover-up of roof and the ceiling openings to prevent weather damage.
- (c) Electrical Restoration: Identify hazardous circuits and restore power when and as required.
- (d) Plumbing Restoration: Including the capping of broken water lines, sprinkler systems, sewage and gas lines.
- (e) Water Removal: The extraction of water from carpets, hardwood floors, etc. including the taking up of carpets and pads if necessary.
- (f) Debris Removal: The cleanup of debris as required, and the removal of debris from adjacent properties, streets and sidewalks.

Minimum Specification Requirements

Windows and Doors: A 3/4" exterior plywood shall be fitted to all outer door and window openings with a maximum of 1/8" clearance on all sides. Plywood doors shall be double hinged and installed with double hasp locks. Hinges and hasps locks are to be heavy duty type and securely fastened into a solid framing member. The installation shall be such that all exposed bolt or screw heads cannot be removed from the exterior. All window boards shall be fit to the screen inset molding stop.

Vent and Roof Openings: Whenever practical all ventilation holes and roof openings should be covered with 3/4" plywood and then covered with a plastic tarp or sheeting. Every effort should be made to seal the roof from leaking.

Debris Piles: Any debris pile that is created by the board-up contractor shall be a minimum of 10' from any structure.

***Attachment C to
General Procedures***

**CITY OF SACRAMENTO
RESOLUTION**

RESOLUTION NO. 84-097

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

FEB 7 1984

A RESOLUTION ADOPTING STANDARDS FOR SELECTION AND
RULES OF PERFORMANCE FOR CONTRACTORS PERFORMING
EMERGENCY REPAIRS OF FIRE-DAMAGED BUILDINGS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

Pursuant to Section 15.10 of the Sacramento City Code, the following standards for selection and rules of performance for contractors performing emergency repairs of fire-damaged buildings are hereby adopted.

(1) The Chief of the Fire Department shall advertise periodically the invitation to contractors to apply for placement on an "On Call" list to effect emergency repairs and protection to property within the City of Sacramento upon request of the Chief.

(2) The Chief of the Fire Department shall compile and maintain a list of contractors which in the discretion of the Chief are found best qualified to perform emergency repair and property protection services.

(3) Each contractor selected shall meet the following standards and requirements:

(a) Shall be a general contractor, holding a valid State of California B-1 license.

(b) Shall supply the Chief of the Fire Department with updated information stating the job classification and hourly pay rate of all employees who will perform emergency repair and property protection services.

(c) Shall have minimum of two years experience as a licensed B-1 contractor.

(d) Shall have a current City business operations tax certificate and a permanent business address.

(e) Each contractor shall maintain insurance coverage during his participation in the program as follows:

RESOLUTION No. 84-097

FEB 7 1984

1. Workers' Compensation

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employer's Liability coverage of at least \$1 million per occurrence. In the event the contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administratin of Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

2. Comprehensive Auto and General Liability Insurance

The contractor must provide sufficient broad coverage to include:

- Comprehensive Auto and General Liability Insurance
- Products and Completed Operation Liability
- Broad Form Property Damage Liability
- Contractual Liability
- Personal Injury Liability

The amount of the policy shall be no less than \$1 million Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

3. Certificate of Insurance

The contractor will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division prior to engaging in any operation or activity under this program. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

(f) Each contractor and each employee of contractor shall be bonded for the faithful performance of his duties in the amount of not less than \$25,000.00, and provide proof of such bonding at the time of inclusion on the On Call list.

(g) Each contractor must possess and maintain a vehicle containing a specified inventory of supplies and equipment sufficient to perform the functions of the program.

(h) Each contractor selected shall sign a waiver and indemnity agreement approved by the City Attorney in connection with his participation in the program.

(i) In consideration for inclusion in the program each contractor shall agree to bill neither the citizen/owner, or his tenant, agent, employee or representative nor the City of Sacramento or its agents and employees for services rendered under this program, but rather agrees to look solely to insurance for payment and to absorb any and all cost of services where insurance is non-existent or insurance payment is denied.

(j) In consideration for inclusion in the program, each contractor shall agree to be governed by the instructions of the Fire Chief or his representative in connection with the extent of services to be performed and shall agree to not perform selectively or refuse performance where compensation is in doubt.

(k) Contractors selected for inclusion in the program shall be required during those periods when on call, to respond upon request 24 hours a day, seven days a week with maximum arrival time at incident scene no later than 1 hour after notification to respond by Fire Department, and to work expeditiously and continuously on the project until all required work is completed and thereafter stay on the premises until such work is inspected by authorized representatives of the Fire Department.

(4) A contractor shall be removed from the list of qualified contractors for cause when the Chief determines either that the contractor no longer meets all of the qualifications for inclusion on the list, or that the contractor has failed to perform emergency repairs in a satisfactory manner when requested to do so. Any contractor removed from the list for cause may appeal the decision of the Chief to the City Council by filing a written notice of appeal with the City Clerk not later than twenty (20) days after the date of mailing of the Chief's decision. The City Council may appoint a hearing examiner as set forth in Sections 2.320 to 2.328 of the City Code.

Dave Riden

MAYOR

ATTEST:

Louise Meyer
CITY CLERK

RESOLUTION No. **84-097**
FEB 7 1984

**Attachment D to
General Procedures**

**BOARD-UP CONTRACTOR
Acknowledgment and Agreement**

I certify that I have applied to be a Program Participant in the Board-Up Program established by the Sacramento Regional Fire/EMS Communications Center.

I acknowledge that:

1. I have been given a copy of the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings.
2. All work within the City of Sacramento is also subject to Sacramento City Council Resolution 84-097 (February 7, 1984) (the "Resolution"). The Chief of the Fire Department referenced therein has delegated to the Sacramento Regional Fire/EMS Communications Center authority to effectuate the Resolution.
3. Collectively, these documents are the "Acknowledged Materials."

I agree that, if selected, I will, at all times, comply with the terms and conditions of the Board-Up Program, including by way of illustration and not by limitation those set forth in the Acknowledged Materials.

Date: _____

Date: 3/4/2021

for the Sacramento Regional Fire/EMS
Communications Center

DocuSigned by:
Thomas Biglin
FFA2E8805539471...

for the Contractor and Corporation

Contact Information:

Name: Thomas Biglin

Title: Vice President

Address: 4811 Chippendale Drive Ste. 301

Sacramento, CA 95841

Phone: 916-292-0127

CSLB License #: 838443

AGREEMENT

This Agreement (“AGREEMENT”) is by and between the Sacramento Regional Fire/EMS Communications Center (“CENTER”) and **GOLDEN COAST CONSTRUCTION** (“Program Participant”).

Recitals

1. The Center administers a program by which licensed contractors are assigned to perform emergency repairs to damaged buildings (“PROGRAM”).
2. The CENTER issued a Request for Proposals (“RFP”) to solicit applications from contractors who were willing to provide services encompassed within the PROGRAM.
3. Program Participant submitted the required information and documents to be considered by the CENTER as part of the qualifications-based selection process set forth in the RFP.
4. The CENTER has selected six (6) licensed contractors to serve as Program Participants.

Terms

1. Program Participant agrees that it is bound by, and must comply with, the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings (see Attachment “A” which is attached and incorporated by reference).
2. Program Participant agrees that it shall pay to the CENTER an Administrative Fee of Seventy-Five Dollars (\$75.00) per call out.
 - a. The CENTER shall invoice Program Participant by the tenth (10th) of each month for dollars due to the CENTER for assignments made (call-outs) in the preceding month.
 - b. Program Participant shall pay the billed amount within thirty (30) calendar days of the date of the invoice.
3. This contract begins on March 15, 2021 with a three (3) year term.

SIGNATURE PAGE

Sacramento Regional Fire/EMS
Communications Center

Signed: _____

Title: _____

DocuSigned by:
Thomas Biglin
FFA2E0005539471...

Signed: _____
Title: Vice President

License No. 838443

Address: 4811 Chippendale Drive Ste 301
Sacramento, CA 95841

Phone No. 916-292-0127

**GENERAL PROCEDURES
for the
USE OF
CONTRACTORS TO PERFORM EMERGENCY REPAIRS
TO DAMAGED BUILDINGS**

The Sacramento Regional Fire/EMS Communications Center ("CENTER") has established a Board-Up Program ("PROGRAM") to select General Contractors ("Program Participants") to perform emergency repairs to damaged buildings within the Cities in Sacramento County and in the County of Sacramento. The CENTER provides oversight and management of the PROGRAM pursuant to authority set forth in its Joint Powers Agreement.

Set forth below are the following components of the PROGRAM:

- A. General Provisions,
- B. Criteria and Procedures for Selection,
- C. Rules of Performance,
- D. Required Insurances and Bonds.

**A.
GENERAL PROVISIONS**

1. The CENTER shall create a call-out list ("LIST") of Program Participants to be assigned, on an as needed basis, to perform emergency repairs to damaged buildings within the Cities and County of Sacramento.
2. Any contractor who wishes to be considered for placement on the authorized LIST as a Program Participant must file an application with the CENTER. Applications will be processed in accordance with Paragraph B. below.
3. The LIST shall include as many Program Participants as deemed necessary by the CENTER. Typically, the LIST will contain at least four (4) and up to six (6) contractors.
4. A Program Participant (including all persons employed by a Program Participant) is an independent contractor and is not an employee of the CENTER or any of the member agencies. The Program Participant is not authorized to and shall not represent itself as an agent of the CENTER or any of the member agencies. A Program Participant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees.
5. The CENTER may remove a Program Participant from the LIST at any time for any lawful reason.
 - a. Typically, this will occur when the CENTER has determined either that the contractor no longer meets all of the qualifications for inclusion on the LIST, or that

the contractor has failed to perform work pursuant to this PROGRAM in a satisfactory manner when requested to do so.

- b. Cause, however, is not required.
 - c. A removed Program Participant that requests a statement of the reasons for removal shall be provided with the reason(s) and may appeal the decision to the CENTER'S Governing Board by filing a written notice of appeal with the Center Executive Director not later than twenty (20) days after the date of mailing of the decision.
 - (1) A review panel will conduct the review and respond, in writing, within thirty (30) calendar days.
 - (2) The appellant shall post Five Hundred Dollars (\$500.00) either in cash or cashier's check with the CENTER to cover all or a portion of appeal costs. Any and all costs of such appeal will be recovered by the CENTER from the appellant when the review finds in favor of the CENTER. A full and complete accounting shall be supplied to the unsuccessful appellant with the findings.
 - (3) The CENTER's decision is final.
 - d. A contractor removed from the LIST may apply for selection as a Program Participant in accordance with Paragraph B. below.
- 6. No emergency repair work shall be performed for, or on behalf of, any department or district by any person or contractor who is not on the LIST of Program Participants.
 - 7. No work assigned pursuant to the PROGRAM may be sub-contracted.
 - 8. Each Program Participant shall have on file with the CENTER a list of any person (including his/her job classification title) who may be dispatched to work pursuant to this PROGRAM.
 - 9. All payments to Program Participants for work performed pursuant to the PROGRAM shall come solely from the company(ies) that insure the affected property.
 - a. If insurance is non-existent, or insufficient, or insurance payment is denied, any and all costs of operation shall be absorbed by the Program Participant.
 - b. No Program Participant shall bill, charge or affix a fee to any person or entity other than the company(ies) that insure the affected property for services rendered pursuant to the PROGRAM. By way of illustration, and not limitation, person or entity includes:
 - (1) property owners (including their representatives/agents/tenants); and/or
 - (2) the CENTER (including its officers, agents, employees or representatives); and/or

- (3) any associated fire agency (its officers, agents, employees, representatives or parent or governing agency(ies)).

10. Attachments A through D are incorporated as though fully set forth in this document.

B. CRITERIA AND PROCEDURES FOR SELECTION

1. Minimum Qualification

To be considered for selection as a Program Participant, an applicant shall possess:

- a. A valid B contractor's license issued by the Contractors State License Board (CSLB) of California and must provide a copy of the license to the CENTER.
- b. At least two (2) years of experience within the last five (5) years working as a licensed B General Contractor.
- c. A valid business license issued by a city in Sacramento County or by the County of Sacramento.

2. Selection Process

- a. The CENTER shall, on an as-needed basis, advertise an invitation to contractors to apply for placement on the LIST.
- b. An interested contractor shall submit a written application to the CENTER that demonstrates proof of eligibility and satisfies the requirements set forth in the Request for Formal Proposals.
- c. Each member agency fire chief shall appoint a designee to serve on a panel to review the qualifications of contractors who have applied to be a Program Participant.
 - (1) The panel, by majority vote, shall select those that are deemed most qualified and capable to serve as Program Participants.
 - (2) The approved contractors shall be placed on the LIST.
- d. Following its establishment, the LIST shall be presented to the CENTER's Governing Board at its next regular meeting for information.
- e. The LIST shall remain valid for a period not to exceed thirty-six (36) months, unless the Center determines in its sole and absolute discretion to terminate the list earlier.

C.
RULES OF PERFORMANCE

1. Creation of the LIST

- a. When the LIST is initially created, and each time it is re-created after a new application process, the order of Program Participants on the LIST shall be established by lot.
- b. If a Program Participant is supplemented to the LIST after its creation, they shall be added to the bottom of the LIST.
- c. A Program Participant is, at all times, in either On-call status or in Stand-By status.
- d. The LIST will be distributed via email to each Program Participant once per quarter.

2. Operation of the LIST

- a. Placement in On-Call status shall be on a rotating basis.
- b. On-Call status shall be twenty-four (24) hours per day for fourteen (14) consecutive days.
- c. Program Participant must operate and provide the CENTER a single contact number for service requests.

3. Response to Assignment

- a. Authorized field personnel shall submit a request for Board-Up services to the CENTER.
- b. Only the CENTER will notify the On-Call Program Participant, or a Stand-By Program Participant, of an assignment.
- c. A Program Participant must respond to a request for services by arriving at the specified location within sixty (60) minutes of notification of the assignment by the CENTER.
- d. If the On-Call Program Participant fails to respond, or advises the CENTER that they cannot respond in a timely manner, the CENTER will make the assignment to the next available Program Participant who is in Stand-By status.

4. **On-Scene Protocol**

- a. The Program Participant shall exhibit orderly conduct when on-scene. Responding Program Participant shall:
- (1) arrive promptly;
 - (2) report any damage caused by the Program Participant to the Incident Commander immediately; and
 - (3) exercise reasonable care of a professional in the industry in the performance of the on-scene work.
- b. The Program Participant shall not engage in any conduct that conflicts with, or violates, the duties of the CENTER as a public entity of the State of California ("Prohibited Conduct"). Such Prohibited Conduct includes, by way of illustration and not limitation:
- (1) unprofessional conduct;
 - (2) neglect of duty;
 - (3) breach of the PROGRAM guidelines;
 - (4) illegal acts;
 - (5) dishonesty;
 - (6) acts of moral turpitude;
 - (7) theft or misappropriation of funds;
 - (8) vandalism, theft, misappropriation of, or other injury to, CENTER property;
 - (9) vandalism, theft, misappropriation of, or other injury to, on-scene property;
 - (10) any act injuring, abusing, or endangering others;
 - (11) any act that might tend to bring Program Participant or CENTER, its employees, agents, or Board members into public disrespect, contempt, scandal or ridicule;
 - (12) any act that might reflect unfavorably on or endanger the reputation, integrity, or good will of Program Participant or CENTER, its officers, employees, agents, or Board members;
 - (13) violation of any lawful rule, regulation, ordinance, or statute;
 - (14) use of vulgar or offensive language on-scene;
 - (15) being under the influence of alcohol, illegal drugs, or other mind-altering substances during work hours;

- (16) consumption or use of alcohol, illegal drugs, or other mind-altering substances during work hours; or
 - (17) allowing any unauthorized person to accompany or visit Program Participant on-scene
- c. Should it come to CENTER's attention that Program Participant, or its owners, employees, directors, agents, Board members, or others under its control, has engaged in (whether while on the LIST or before being placed on the LIST), or is presently engaging in, or will engage in, any such Prohibited Conduct, CENTER may remove Program Participant from the LIST effective immediately as set forth in the PROGRAM procedures.

Program Participant shall indemnify, defend, and hold harmless the CENTER and its employees, Board members, agents, and volunteers (collectively, the "Protected Persons") for any claims brought against CENTER, its employees, Board members, agents, or volunteers arising or related to Prohibited Conduct of Program Participant.

- d. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Protected Persons with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Protected Persons at Program Participant's sole expense, subject to each Protected Person's right to elect to decline such defense without prejudice to the other Protected Persons' right to elect to proceed with such defense.
- e. Upon arrival at the scene, a responding Program Participant (or their representatives) shall:
- (1) Report to the Incident Commander; and
 - (2) Provide identification to the Incident Commander. At a minimum, identification shall include both of the following: (1) either a valid California state personal identification card or a valid California driver's license; **and** (2) a photographic identification card with the Program Participant's name and business logo.
- f. The Incident Commander will inform and instruct the Program Participant of the assignment on arrival at the site.
- g. At all times while on scene, the responding Program Participant, and its employees, are under the authority of and shall comply with the requirements of the Incident Commander.
- h. An assigned Program Participant shall transport with them to every assignment, at a minimum, the equipment, supplies, and materials that are listed in Attachment A.
- i. A responding on-call Program Participant shall work expeditiously and continuously on the assignment until all required work is completed and shall

remain on site until such work has been inspected by an authorized fire department or district representative.

5. Complaints About Operation of the PROGRAM

- a. A Program Participant may submit a complaint concerning either Field personnel or the operation of the PROGRAM. All complaints shall be in writing.
- b. Complaints Concerning Operation of the PROGRAM: Any such complaint shall describe, in detail, the action or inaction that is the subject of the complaint.
- c. Complaints Concerning Field Personnel: Any such complaint shall include the time, date, and location of the incident and, if known, names of the involved field personnel.
 - (1) The CENTER will forward complaints concerning department or district personnel to the Operations Chief of the applicable department or district for their review and determination.
 - (2) The department or district may investigate and, if appropriate, provide a response. Any response may be routed directly to the complainant. The response of the district/department is final.

6. Miscellaneous Provisions

- a. Only an Incident Commander, or higher ranking officer of a department or district, is authorized to approve a request to be paid for non-PROGRAM work by a Program Participant.
- b. To the furthest extent permitted by law, Program Participant shall defend, indemnify and hold harmless the parties to the CENTER Joint Powers Agreement, any contracting agency of the CENTER, the CENTER, and their respective agents, officers and employees, officers, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney fees arising out of, resulting from, or in connection with:
 - (1) PROGRAM work performed, and/or
 - (2) The negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Program Participant, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.
- c. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Indemnitees with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Indemnitees at Program Participant's sole expense, subject to each Indemnitee's right to elect to decline such defense without prejudice to the other Indemnitees right to elect to proceed with such defense.

**D.
REQUIRED INSURANCES AND BONDS**

To be placed on the LIST, and as a condition of remaining on the LIST and acting as a Program Participant, a Program Participant shall maintain in full force and effect at all times:

1. Workers' Compensation Insurance

- a. Workers' compensation insurance for all of its employees engaged in work under this PROGRAM.
- b. If any class of employees engaged in work under this PROGRAM, and is not protected under the workers' compensation statute, the Program Participant shall provide adequate insurance coverage for the protection of such employees not otherwise protected before work is commenced.

2. Automobile Insurance

A policy of automobile liability insurance covering the use of all owned, non-owned and hired vehicles with the following minimum limits of liability:

Bodily Injury \$5,000,000
Combined Single Limit for Bodily Injury and/or Property Damage

3. General Liability Insurance

A policy of coverage of not less than:

\$1,000,000.00 per occurrence for bodily injury and Property Damage combined.

4. Other Insurance

Program Participant shall provide all other insurance required to be maintained under applicable laws, ordinances, and rules and regulations.

5. Provisions Applicable to All Insurances

- a. Program Participant is not eligible for assignment of work under the PROGRAM until all required insurance certificates and endorsements have been obtained and delivered in duplicate to, and approved by, the CENTER.
- b. Each Certificate of Insurance and each Insurance Policy shall include the following:
 - (1) A clause stating:

"This policy shall not be non-renewed, canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to CENTER. Date of non-renewal, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) A clause stating that:

The CENTER, its trustees, officers, agents, employees and volunteers, member fire districts and member fire departments, individually and collectively, as additional insureds under the policy described; and that the insurance policy shall be primary to any insurance or self-insurance maintained by the CENTER.

- c. If any Program Participant fails to maintain any insurance required by this PROGRAM, and provide evidence of coverage to the CENTER, Program Participant is in default and will be immediately removed from the PROGRAM.
- d. Compliance by Program Participant with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve Program Participant from liability assumed under any provision of the PROGRAM requirements, including, without limitation, the obligation to defend and indemnify the CENTER, its trustees, officers, agents, employees and volunteers, and fire districts and fire departments, individually and collectively, as additional insureds.
- e. Program Participant shall produce a certified copy of any insurance policy required under this PROGRAM upon written request of the CENTER.
- f. If a Program Participant fails to provide and maintain insurance as required by the PROGRAM, the CENTER may, at CENTER's option, take out and maintain at the expense of Program Participant, such insurance in the name of Program Participant as the CENTER may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to Program Participant under the PROGRAM.

6. Required Bond

- a. A Program Participant shall furnish a bond in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) as security for faithful performance of its duties under the PROGRAM.
- b. Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure Section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury.

ATTACHMENTS

Minimum Tool and Supply Requirements (Attachment A)

Board Up Specifications (Attachment B)

City of Sacramento Resolution (Attachment C)

Program Participant Agreement (Attachment D)

MINIMUM TOOL & SUPPLY REQUIREMENTS

- A. All materials and equipment shall be maintained in good condition and stored in an orderly fashion.
- B. Safety shoes and hard hats will be used by all personnel on all sites.
- C. All equipment and work procedures will comply with CAL-OSHA Title 8.

Materials:

- 1. Film, new, plastic, minimum one thousand (1,000) square feet, six (6) mil thickness
- 2. Gasoline (in explosive proof can), for chainsaw
- 3. Lumber, framing: 2" x 4," 1" x 4"
- 4. Nails, duplex: 8's, 16's, assorted sizes of furring nails
- 5. Oil, for chainsaw
- 6. Plywood, new: minimum of twelve (12) full 4' x 8'sheets and four (4) half sheets), 1/2" thickness
- 7. Tape: duct
- 8. Tape: electrical
- 9. Wire: bailing
- 10. Wire, Nuts: assorted sizes

Tools:

- 1. Bolt Cutters, minimum length, 24"
- 2. Chisels, assorted, cold, wood, various sizes
- 3. Circuit tester
- 4. Come-along, 1 ton
- 5. Cord, extension, #12, 150'
- 6. Generator, electrical, 2,500 watt minimum
- 7. Hammers (2)
- 8. Jack, hydraulic
- 9. Jumper cables, 1 set
- 10. Knives, utility including extra blades
- 11. Ladder, extension, 16' minimum
- 12. Ladder, step, 6' minimum
- 13. Light, flood, working, 110 volt, clamp on
- 14. Lights, spotlights: hand-held, battery-powered (2)
- 15. Line, 3/8: 100 ft.
- 16. Hammers, 2 claw type, 5# sledge
- 17. Metal sheers, compound leverage
- 18. Mop
- 19. Nail puller, (crow's foot/cat's paw)
- 20. Pliers, vice grip style
- 21. Pliers, lineman's
- 22. Saw, chair (with extra chain)
- 23. Saw, hack, assorted metal cutting blades
- 24. Saw, portable electric circular type

25. Saw, hand, 8 point
26. Saw, portable electrical, reciprocating sawzall type with assorted blades including metal cutting
27. Screwdrivers, assorted flat tip and Phillips
28. Shears, compound leverage metal
29. Wrecking bar, minimum length, 36"
30. Wrench, pipe, assorted sizes
31. Wrench, crescent, assorted sizes to include 8" and 12"
32. Vacuum, capable of picking up water
33. Vise grip

BOARD-UP SPECIFICATIONS

PROGRAM services include:

- (a) Board-up: Plywood cover-up of all openings such as doors, windows, vent holes and fire openings to protect and secure the property.
- (b) Roof Coverings: Plastic and tarp cover-up of roof and the ceiling openings to prevent weather damage.
- (c) Electrical Restoration: Identify hazardous circuits and restore power when and as required.
- (d) Plumbing Restoration: Including the capping of broken water lines, sprinkler systems, sewage and gas lines.
- (e) Water Removal: The extraction of water from carpets, hardwood floors, etc. including the taking up of carpets and pads if necessary.
- (f) Debris Removal: The cleanup of debris as required, and the removal of debris from adjacent properties, streets and sidewalks.

Minimum Specification Requirements

Windows and Doors: A 3/4" exterior plywood shall be fitted to all outer door and window openings with a maximum of 1/8" clearance on all sides. Plywood doors shall be double hinged and installed with double hasp locks. Hinges and hasps locks are to be heavy duty type and securely fastened into a solid framing member. The installation shall be such that all exposed bolt or screw heads cannot be removed from the exterior. All window boards shall be fit to the screen inset molding stop.

Vent and Roof Openings: Whenever practical all ventilation holes and roof openings should be covered with 3/4" plywood and then covered with a plastic tarp or sheeting. Every effort should be made to seal the roof from leaking.

Debris Piles: Any debris pile that is created by the board-up contractor shall be a minimum of 10' from any structure.

**CITY OF SACRAMENTO
RESOLUTION**

RESOLUTION NO. 84-097

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

FEB 7 1984

A RESOLUTION ADOPTING STANDARDS FOR SELECTION AND RULES OF PERFORMANCE FOR CONTRACTORS PERFORMING EMERGENCY REPAIRS OF FIRE-DAMAGED BUILDINGS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

Pursuant to Section 15.10 of the Sacramento City Code, the following standards for selection and rules of performance for contractors performing emergency repairs of fire-damaged buildings are hereby adopted.

(1) The Chief of the Fire Department shall advertise periodically the invitation to contractors to apply for placement on an "On Call" list to effect emergency repairs and protection to property within the City of Sacramento upon request of the Chief.

(2) The Chief of the Fire Department shall compile and maintain a list of contractors which in the discretion of the Chief are found best qualified to perform emergency repair and property protection services.

(3) Each contractor selected shall meet the following standards and requirements:

(a) Shall be a general contractor, holding a valid State of California B-1 license.

(b) Shall supply the Chief of the Fire Department with updated information stating the job classification and hourly pay rate of all employees who will perform emergency repair and property protection services.

(c) Shall have minimum of two years experience as a licensed B-1 contractor.

(d) Shall have a current City business operations tax certificate and a permanent business address.

(e) Each contractor shall maintain insurance coverage during his participation in the program as follows:

RESOLUTION No. 84-097

FEB 7 1984

1. Workers' Compensation

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employer's Liability coverage of at least \$1 million per occurrence. In the event the contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

2. Comprehensive Auto and General Liability Insurance

The contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance

Products and Completed Operation Liability

Broad Form Property Damage Liability

Contractual Liability

Personal Injury Liability

The amount of the policy shall be no less than \$1 million Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

3. Certificate of Insurance

The contractor will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division prior to engaging in any operation or activity under this program. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

-2-

RESOLUTION No. 84-097

FEB 7 1984

(f) Each contractor and each employee of contractor shall be bonded for the faithful performance of his duties in the amount of not less than \$25,000.00, and provide proof of such bonding at the time of inclusion on the On Call list.

(g) Each contractor must possess and maintain a vehicle containing a specified inventory of supplies and equipment sufficient to perform the functions of the program.

(h) Each contractor selected shall sign a waiver and indemnity agreement approved by the City Attorney in connection with his participation in the program.

(i) In consideration for inclusion in the program each contractor shall agree to bill neither the citizen/owner, or his tenant, agent, employee or representative nor the City of Sacramento or its agents and employees for services rendered under this program, but rather agrees to look solely to insurance for payment and to absorb any and all cost of services where insurance is non-existent or insurance payment is denied.

(j) In consideration for inclusion in the program, each contractor shall agree to be governed by the instructions of the Fire Chief or his representative in connection with the extent of services to be performed and shall agree to not perform selectively or refuse performance where compensation is in doubt.

(k) Contractors selected for inclusion in the program shall be required during those periods when on call, to respond upon request 24 hours a day, seven days a week with maximum arrival time at incident scene no later than 1 hour after notification to respond by Fire Department, and to work expeditiously and continuously on the project until all required work is completed and thereafter stay on the premises until such work is inspected by authorized representatives of the Fire Department.

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Dave Rieden

MAYOR

ATTEST:

Louise Meyer
CITY CLERK

RESOLUTION No. **84-097**
FEB 7 1984

**BOARD-UP CONTRACTOR
Acknowledgment and Agreement**

I certify that I have applied to be a Program Participant in the Board-Up Program established by the Sacramento Regional Fire/EMS Communications Center.

I acknowledge that:

1. I have been given a copy of the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings.
2. All work within the City of Sacramento is also subject to Sacramento City Council Resolution 84-097 (February 7, 1984) (the "Resolution"). The Chief of the Fire Department referenced therein has delegated to the Sacramento Regional Fire/EMS Communications Center authority to effectuate the Resolution.
3. Collectively, these documents are the "Acknowledged Materials."

I agree that, if selected, I will, at all times, comply with the terms and conditions of the Board-Up Program, including by way of illustration and not by limitation those set forth in the Acknowledged Materials.

Date: _____

_____ for the Sacramento Regional Fire/EMS
Communications Center

Date:


for the Contractor and Corporation

Contact Information:

Name:

Matt Boling

Title:

President RBT

Address:

165 Parkshore Drive
Folsom CA 95630

Phone:

916-933-0362

CSLB License #:

824577

AGREEMENT

This Agreement ("AGREEMENT") is by and between the Sacramento Regional Fire/EMS Communications Center ("CENTER") and **REGIONAL BUILDERS, INC.** ("Program Participant").

Recitals

1. The Center administers a program by which licensed contractors are assigned to perform emergency repairs to damaged buildings ("PROGRAM").
2. The CENTER issued a Request for Proposals ("RFP") to solicit applications from contractors who were willing to provide services encompassed within the PROGRAM.
3. Program Participant submitted the required information and documents to be considered by the CENTER as part of the qualifications-based selection process set forth in the RFP.
4. The CENTER has selected six (6) licensed contractors to serve as Program Participants.

Terms

1. Program Participant agrees that it is bound by, and must comply with, the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings (see Attachment "A" which is attached and incorporated by reference).
2. Program Participant agrees that it shall pay to the CENTER an Administrative Fee of Seventy-Five Dollars (\$75.00) per call out.
 - a. The CENTER shall invoice Program Participant by the tenth (10th) of each month for dollars due to the CENTER for assignments made (call-outs) in the preceding month.
 - b. Program Participant shall pay the billed amount within thirty (30) calendar days of the date of the invoice.
3. This contract begins on March 15, 2021 with a three (3) year term.

SIGNATURE PAGE

Sacramento Regional Fire/EMS
Communications Center

Signed: _____

Title: _____

Signed: [Signature]

Title: President RBF

License No. 828 577

Address: 165 Parkstone Drive

Folsom CA 95630

Phone No. 916-933-0362

AGREEMENT

This Agreement ("AGREEMENT") is by and between the Sacramento Regional Fire/EMS Communications Center ("CENTER") and **B-LINE CONSTRUCTION** ("Program Participant").

Recitals

1. The Center administers a program by which licensed contractors are assigned to perform emergency repairs to damaged buildings ("PROGRAM").
2. The CENTER issued a Request for Proposals ("RFP") to solicit applications from contractors who were willing to provide services encompassed within the PROGRAM.
3. Program Participant submitted the required information and documents to be considered by the CENTER as part of the qualifications-based selection process set forth in the RFP.
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SIGNATURE PAGE

Sacramento Regional Fire/EMS
Communications Center

Signed: _____

Title: _____

Signed: Keeley Somerville

Title: Chief of Emergency Services

License No. 7168320

Address: 430 Lee Way
Sacramento

Phone No. 916 910 3086

**GENERAL PROCEDURES
for the
USE OF
CONTRACTORS TO PERFORM EMERGENCY REPAIRS
TO DAMAGED BUILDINGS**

The Sacramento Regional Fire/EMS Communications Center ("CENTER") has established a Board-Up Program ("PROGRAM") to select General Contractors ("Program Participants") to perform emergency repairs to damaged buildings within the Cities in Sacramento County and in the County of Sacramento. The CENTER provides oversight and management of the PROGRAM pursuant to authority set forth in its Joint Powers Agreement.

Set forth below are the following components of the PROGRAM:

- A. General Provisions,
- B. Criteria and Procedures for Selection,
- C. Rules of Performance,
- D. Required Insurances and Bonds.

**A.
GENERAL PROVISIONS**

1. The CENTER shall create a call-out list ("LIST") of Program Participants to be assigned, on an as needed basis, to perform emergency repairs to damaged buildings within the Cities and County of Sacramento.
2. Any contractor who wishes to be considered for placement on the authorized LIST as a Program Participant must file an application with the CENTER. Applications will be processed in accordance with Paragraph B. below.
3. The LIST shall include as many Program Participants as deemed necessary by the CENTER. Typically, the LIST will contain at least four (4) and up to six (6) contractors.
4. A Program Participant (including all persons employed by a Program Participant) is an independent contractor and is not an employee of the CENTER or any of the member agencies. The Program Participant is not authorized to and shall not represent itself as an agent of the CENTER or any of the member agencies. A Program Participant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees.
5. The CENTER may remove a Program Participant from the LIST at any time for any lawful reason.
 - a. Typically, this will occur when the CENTER has determined either that the contractor no longer meets all of the qualifications for inclusion on the LIST, or that

the contractor has failed to perform work pursuant to this PROGRAM in a satisfactory manner when requested to do so.

- b. Cause, however, is not required.
 - c. A removed Program Participant that requests a statement of the reasons for removal shall be provided with the reason(s) and may appeal the decision to the CENTER'S Governing Board by filing a written notice of appeal with the Center Executive Director not later than twenty (20) days after the date of mailing of the decision.
 - (1) A review panel will conduct the review and respond, in writing, within thirty (30) calendar days.
 - (2) The appellant shall post Five Hundred Dollars (\$500.00) either in cash or cashier's check with the CENTER to cover all or a portion of appeal costs. Any and all costs of such appeal will be recovered by the CENTER from the appellant when the review finds in favor of the CENTER. A full and complete accounting shall be supplied to the unsuccessful appellant with the findings.
 - (3) The CENTER's decision is final.
 - d. A contractor removed from the LIST may apply for selection as a Program Participant in accordance with Paragraph B. below.
6. No emergency repair work shall be performed for, or on behalf of, any department or district by any person or contractor who is not on the LIST of Program Participants.
7. No work assigned pursuant to the PROGRAM may be sub-contracted.
8. Each Program Participant shall have on file with the CENTER a list of any person (including his/her job classification title) who may be dispatched to work pursuant to this PROGRAM.
9. All payments to Program Participants for work performed pursuant to the PROGRAM shall come solely from the company(ies) that insure the affected property.
- a. If insurance is non-existent, or insufficient, or insurance payment is denied, any and all costs of operation shall be absorbed by the Program Participant.
 - b. No Program Participant shall bill, charge or affix a fee to any person or entity other than the company(ies) that insure the affected property for services rendered pursuant to the PROGRAM. By way of illustration, and not limitation, person or entity includes:
 - (1) property owners (including their representatives/agents/tenants); and/or
 - (2) the CENTER (including its officers, agents, employees or representatives); and/or

- (3) any associated fire agency (its officers, agents, employees, representatives or parent or governing agency(ies)).

10. Attachments A through D are incorporated as though fully set forth in this document.

B. CRITERIA AND PROCEDURES FOR SELECTION

1. Minimum Qualification

To be considered for selection as a Program Participant, an applicant shall possess:

- a. A valid B contractor's license issued by the Contractors State License Board (CSLB) of California and must provide a copy of the license to the CENTER.
- b. At least two (2) years of experience within the last five (5) years working as a licensed B General Contractor.
- c. A valid business license issued by a city in Sacramento County or by the County of Sacramento.

2. Selection Process

- a. The CENTER shall, on an as-needed basis, advertise an invitation to contractors to apply for placement on the LIST.
- b. An interested contractor shall submit a written application to the CENTER that demonstrates proof of eligibility and satisfies the requirements set forth in the Request for Formal Proposals.
- c. Each member agency fire chief shall appoint a designee to serve on a panel to review the qualifications of contractors who have applied to be a Program Participant.
 - (1) The panel, by majority vote, shall select those that are deemed most qualified and capable to serve as Program Participants.
 - (2) The approved contractors shall be placed on the LIST.
- d. Following its establishment, the LIST shall be presented to the CENTER's Governing Board at its next regular meeting for information.
- e. The LIST shall remain valid for a period not to exceed thirty-six (36) months, unless the Center determines in its sole and absolute discretion to terminate the list earlier.

C.
RULES OF PERFORMANCE

1. Creation of the LIST

- a. When the LIST is initially created, and each time it is re-created after a new application process, the order of Program Participants on the LIST shall be established by lot.
- b. If a Program Participant is supplemented to the LIST after its creation, they shall be added to the bottom of the LIST.
- c. A Program Participant is, at all times, in either On-call status or in Stand-By status.
- d. The LIST will be distributed via email to each Program Participant once per quarter.

2. Operation of the LIST

- a. Placement in On-Call status shall be on a rotating basis.
- b. On-Call status shall be twenty-four (24) hours per day for fourteen (14) consecutive days.
- c. Program Participant must operate and provide the CENTER a single contact number for service requests.

3. Response to Assignment

- a. Authorized field personnel shall submit a request for Board-Up services to the CENTER.
- b. Only the CENTER will notify the On-Call Program Participant, or a Stand-By Program Participant, of an assignment.
- c. A Program Participant must respond to a request for services by arriving at the specified location within sixty (60) minutes of notification of the assignment by the CENTER.
- d. If the On-Call Program Participant fails to respond, or advises the CENTER that they cannot respond in a timely manner, the CENTER will make the assignment to the next available Program Participant who is in Stand-By status.

4. **On-Scene Protocol**

- a. The Program Participant shall exhibit orderly conduct when on-scene. Responding Program Participant shall:
- (1) arrive promptly;
 - (2) report any damage caused by the Program Participant to the Incident Commander immediately; and
 - (3) exercise reasonable care of a professional in the industry in the performance of the on-scene work.
- b. The Program Participant shall not engage in any conduct that conflicts with, or violates, the duties of the CENTER as a public entity of the State of California ("Prohibited Conduct"). Such Prohibited Conduct includes, by way of illustration and not limitation:
- (1) unprofessional conduct;
 - (2) neglect of duty;
 - (3) breach of the PROGRAM guidelines;
 - (4) illegal acts;
 - (5) dishonesty;
 - (6) acts of moral turpitude;
 - (7) theft or misappropriation of funds;
 - (8) vandalism, theft, misappropriation of, or other injury to, CENTER property;
 - (9) vandalism, theft, misappropriation of, or other injury to, on-scene property;
 - (10) any act injuring, abusing, or endangering others;
 - (11) any act that might tend to bring Program Participant or CENTER, its employees, agents, or Board members into public disrespect, contempt, scandal or ridicule;
 - (12) any act that might reflect unfavorably on or endanger the reputation, integrity, or good will of Program Participant or CENTER, its officers, employees, agents, or Board members;
 - (13) violation of any lawful rule, regulation, ordinance, or statute;
 - (14) use of vulgar or offensive language on-scene;
 - (15) being under the influence of alcohol, illegal drugs, or other mind-altering substances during work hours;

- (16) consumption or use of alcohol, illegal drugs, or other mind-altering substances during work hours; or
 - (17) allowing any unauthorized person to accompany or visit Program Participant on-scene
- c. Should it come to CENTER's attention that Program Participant, or its owners, employees, directors, agents, Board members, or others under its control, has engaged in (whether while on the LIST or before being placed on the LIST), or is presently engaging in, or will engage in, any such Prohibited Conduct, CENTER may remove Program Participant from the LIST effective immediately as set forth in the PROGRAM procedures.

Program Participant shall indemnify, defend, and hold harmless the CENTER and its employees, Board members, agents, and volunteers (collectively, the "Protected Persons") for any claims brought against CENTER, its employees, Board members, agents, or volunteers arising or related to Prohibited Conduct of Program Participant.

- d. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Protected Persons with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Protected Persons at Program Participant's sole expense, subject to each Protected Person's right to elect to decline such defense without prejudice to the other Protected Persons' right to elect to proceed with such defense.
- e. Upon arrival at the scene, a responding Program Participant (or their representatives) shall:
- (1) Report to the Incident Commander; and
 - (2) Provide identification to the Incident Commander. At a minimum, identification shall include both of the following: (1) either a valid California state personal identification card or a valid California driver's license; **and** (2) a photographic identification card with the Program Participant's name and business logo.
- f. The Incident Commander will inform and instruct the Program Participant of the assignment on arrival at the site.
- g. At all times while on scene, the responding Program Participant, and its employees, are under the authority of and shall comply with the requirements of the Incident Commander.
- h. An assigned Program Participant shall transport with them to every assignment, at a minimum, the equipment, supplies, and materials that are listed in Attachment A.
- i. A responding on-call Program Participant shall work expeditiously and continuously on the assignment until all required work is completed and shall

remain on site until such work has been inspected by an authorized fire department or district representative.

5. Complaints About Operation of the PROGRAM

- a. A Program Participant may submit a complaint concerning either Field personnel or the operation of the PROGRAM. All complaints shall be in writing.
- b. Complaints Concerning Operation of the PROGRAM: Any such complaint shall describe, in detail, the action or inaction that is the subject of the complaint.
- c. Complaints Concerning Field Personnel: Any such complaint shall include the time, date, and location of the incident and, if known, names of the involved field personnel.
 - (1) The CENTER will forward complaints concerning department or district personnel to the Operations Chief of the applicable department or district for their review and determination.
 - (2) The department or district may investigate and, if appropriate, provide a response. Any response may be routed directly to the complainant. The response of the district/department is final.

6. Miscellaneous Provisions

- a. Only an Incident Commander, or higher ranking officer of a department or district, is authorized to approve a request to be paid for non-PROGRAM work by a Program Participant.
- b. To the furthest extent permitted by law, Program Participant shall defend, indemnify and hold harmless the parties to the CENTER Joint Powers Agreement, any contracting agency of the CENTER, the CENTER, and their respective agents, officers and employees, officers, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney fees arising out of, resulting from, or in connection with:
 - (1) PROGRAM work performed, and/or
 - (2) The negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Program Participant, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.
- c. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Indemnitees with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Indemnitees at Program Participant's sole expense, subject to each Indemnitee's right to elect to decline such defense without prejudice to the other Indemnitees right to elect to proceed with such defense.

D.
REQUIRED INSURANCES AND BONDS

To be placed on the LIST, and as a condition of remaining on the LIST and acting as a Program Participant, a Program Participant shall maintain in full force and effect at all times:

1. Workers' Compensation Insurance

- a. Workers' compensation insurance for all of its employees engaged in work under this PROGRAM.
- b. If any class of employees engaged in work under this PROGRAM, and is not protected under the workers' compensation statute, the Program Participant shall provide adequate insurance coverage for the protection of such employees not otherwise protected before work is commenced.

2. Automobile Insurance

A policy of automobile liability insurance covering the use of all owned, non-owned and hired vehicles with the following minimum limits of liability:

Bodily Injury \$5,000,000
 Combined Single Limit for Bodily Injury and/or Property Damage

3. General Liability Insurance

A policy of coverage of not less than:

\$1,000,000.00 per occurrence for bodily injury and Property Damage combined.

4. Other Insurance

Program Participant shall provide all other insurance required to be maintained under applicable laws, ordinances, and rules and regulations.

5. Provisions Applicable to All Insurances

- a. Program Participant is not eligible for assignment of work under the PROGRAM until all required insurance certificates and endorsements have been obtained and delivered in duplicate to, and approved by, the CENTER.
- b. Each Certificate of Insurance and each Insurance Policy shall include the following:

- (1) A clause stating:

"This policy shall not be non-renewed, canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to CENTER. Date of non-renewal, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) A clause stating that:

The CENTER, its trustees, officers, agents, employees and volunteers, member fire districts and member fire departments, individually and collectively, as additional insureds under the policy described; and that the insurance policy shall be primary to any insurance or self-insurance maintained by the CENTER.

- c. If any Program Participant fails to maintain any insurance required by this PROGRAM, and provide evidence of coverage to the CENTER, Program Participant is in default and will be immediately removed from the PROGRAM.
- d. Compliance by Program Participant with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve Program Participant from liability assumed under any provision of the PROGRAM requirements, including, without limitation, the obligation to defend and indemnify the CENTER, its trustees, officers, agents, employees and volunteers, and fire districts and fire departments, individually and collectively, as additional insureds.
- e. Program Participant shall produce a certified copy of any insurance policy required under this PROGRAM upon written request of the CENTER.
- f. If a Program Participant fails to provide and maintain insurance as required by the PROGRAM, the CENTER may, at CENTER's option, take out and maintain at the expense of Program Participant, such insurance in the name of Program Participant as the CENTER may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to Program Participant under the PROGRAM.

6. **Required Bond**

- a. A Program Participant shall furnish a bond in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) as security for faithful performance of its duties under the PROGRAM.
- b. Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure Section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury.

ATTACHMENTS

Minimum Tool and Supply Requirements	(Attachment A)
Board Up Specifications	(Attachment B)
City of Sacramento Resolution	(Attachment C)
Program Participant Agreement	(Attachment D)

MINIMUM TOOL & SUPPLY REQUIREMENTS

- A. All materials and equipment shall be maintained in good condition and stored in an orderly fashion.
- B. Safety shoes and hard hats will be used by all personnel on all sites.
- C. All equipment and work procedures will comply with CAL-OSHA Title 8.

Materials:

- 1. Film, new, plastic, minimum one thousand (1,000) square feet, six (6) mil thickness
- 2. Gasoline (in explosive proof can), for chainsaw
- 3. Lumber, framing: 2" x 4," 1" x 4"
- 4. Nails, duplex: 8's, 16's, assorted sizes of furring nails
- 5. Oil, for chainsaw
- 6. Plywood, new: minimum of twelve (12) full 4' x 8'sheets and four (4) half sheets), 1/2" thickness
- 7. Tape: duct
- 8. Tape: electrical
- 9. Wire: bailing
- 10. Wire, Nuts: assorted sizes

Tools:

- 1. Bolt Cutters, minimum length, 24"
- 2. Chisels, assorted, cold, wood, various sizes
- 3. Circuit tester
- 4. Come-along, 1 ton
- 5. Cord, extension, #12, 150'
- 6. Generator, electrical, 2,500 watt minimum
- 7. Hammers (2)
- 8. Jack, hydraulic
- 9. Jumper cables, 1 set
- 10. Knives, utility including extra blades
- 11. Ladder, extension, 16' minimum
- 12. Ladder, step, 6' minimum
- 13. Light, flood, working, 110 volt, clamp on
- 14. Lights, spotlights: hand-held, battery-powered (2)
- 15. Line, 3/8: 100 ft.
- 16. Hammers, 2 claw type, 5# sledge
- 17. Metal sheers, compound leverage
- 18. Mop
- 19. Nail puller, (crow's foot/cat's paw)
- 20. Pliers, vice grip style
- 21. Pliers, lineman's
- 22. Saw, chain (with extra chain)
- 23. Saw, hack, assorted metal cutting blades
- 24. Saw, portable electric circular type

25. Saw, hand, 8 point
26. Saw, portable electrical, reciprocating sawzall type with assorted blades including metal cutting
27. Screwdrivers, assorted flat tip and Phillips
28. Shears, compound leverage metal
29. Wrecking bar, minimum length, 36"
30. Wrench, pipe, assorted sizes
31. Wrench, crescent, assorted sizes to include 8" and 12"
32. Vacuum, capable of picking up water
33. Vise grip

BOARD-UP SPECIFICATIONS

PROGRAM services include:

- (a) Board-up: Plywood cover-up of all openings such as doors, windows, vent holes and fire openings to protect and secure the property.
- (b) Roof Coverings: Plastic and tarp cover-up of roof and the ceiling openings to prevent weather damage.
- (c) Electrical Restoration: Identify hazardous circuits and restore power when and as required.
- (d) Plumbing Restoration: Including the capping of broken water lines, sprinkler systems, sewage and gas lines.
- (e) Water Removal: The extraction of water from carpets, hardwood floors, etc. including the taking up of carpets and pads if necessary.
- (f) Debris Removal: The cleanup of debris as required, and the removal of debris from adjacent properties, streets and sidewalks.

Minimum Specification Requirements

Windows and Doors: A 3/4" exterior plywood shall be fitted to all outer door and window openings with a maximum of 1/8" clearance on all sides. Plywood doors shall be double hinged and installed with double hasp locks. Hinges and hasps locks are to be heavy duty type and securely fastened into a solid framing member. The installation shall be such that all exposed bolt or screw heads cannot be removed from the exterior. All window boards shall be fit to the screen inset molding stop.

Vent and Roof Openings: Whenever practical all ventilation holes and roof openings should be covered with 3/4" plywood and then covered with a plastic tarp or sheeting. Every effort should be made to seal the roof from leaking.

Debris Piles: Any debris pile that is created by the board-up contractor shall be a minimum of 10' from any structure.

**CITY OF SACRAMENTO
RESOLUTION**

RESOLUTION NO. 84-097

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

FEB 7 1984

A RESOLUTION ADOPTING STANDARDS FOR SELECTION AND
RULES OF PERFORMANCE FOR CONTRACTORS PERFORMING
EMERGENCY REPAIRS OF FIRE-DAMAGED BUILDINGS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

Pursuant to Section 15.10 of the Sacramento City Code, the following standards for selection and rules of performance for contractors performing emergency repairs of fire-damaged buildings are hereby adopted.

(1) The Chief of the Fire Department shall advertise periodically the invitation to contractors to apply for placement on an "On Call" list to effect emergency repairs and protection to property within the City of Sacramento upon request of the Chief.

(2) The Chief of the Fire Department shall compile and maintain a list of contractors which in the discretion of the Chief are found best qualified to perform emergency repair and property protection services.

(3) Each contractor selected shall meet the following standards and requirements:

(a) Shall be a general contractor, holding a valid State of California B-1 license.

(b) Shall supply the Chief of the Fire Department with updated information stating the job classification and hourly pay rate of all employees who will perform emergency repair and property protection services.

(c) Shall have minimum of two years experience as a licensed B-1 contractor.

(d) Shall have a current City business operations tax certificate and a permanent business address.

(e) Each contractor shall maintain insurance coverage during his participation in the program as follows:

RESOLUTION No. 84-097

FEB 7 1984

1. Workers' Compensation

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employer's Liability coverage of at least \$1 million per occurrence. In the event the contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administratin of Self-Insurance, Sacramento, and evidence of at least \$1 million per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

2. Comprehensive Auto and General Liability Insurance

The contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance

Products and Completed Operation Liability

Broad Form Property Damage Liability

Contractual Liability

Personal Injury Liability

The amount of the policy shall be no less than \$1 million Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

3. Certificate of Insurance

The contractor will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division prior to engaging in any operation or activity under this program. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

-2-

RESOLUTION No. 84-097

FEB 7 1984

(f) Each contractor and each employee of contractor shall be bonded for the faithful performance of his duties in the amount of not less than \$25,000.00, and provide proof of such bonding at the time of inclusion on the On Call list.

(g) Each contractor must possess and maintain a vehicle containing a specified inventory of supplies and equipment sufficient to perform the functions of the program.

(h) Each contractor selected shall sign a waiver and indemnity agreement approved by the City Attorney in connection with his participation in the program.

(i) In consideration for inclusion in the program each contractor shall agree to bill neither the citizen/owner, or his tenant, agent, employee or representative nor the City of Sacramento or its agents and employees for services rendered under this program, but rather agrees to look solely to insurance for payment and to absorb any and all cost of services where insurance is non-existent or insurance payment is denied.

(j) In consideration for inclusion in the program, each contractor shall agree to be governed by the instructions of the Fire Chief or his representative in connection with the extent of services to be performed and shall agree to not perform selectively or refuse performance where compensation is in doubt.

(k) Contractors selected for inclusion in the program shall be required during those periods when on call, to respond upon request 24 hours a day, seven days a week with maximum arrival time at incident scene no later than 1 hour after notification to respond by Fire Department, and to work expeditiously and continuously on the project until all required work is completed and thereafter stay on the premises until such work is inspected by authorized representatives of the Fire Department.

(4) A contractor shall be removed from the list of qualified contractors for cause when the Chief determines either that the contractor no longer meets all of the qualifications for inclusion on the list, or that the contractor has failed to perform emergency repairs in a satisfactory manner when requested to do so. Any contractor removed from the list for cause may appeal the decision of the Chief to the City Council by filing a written notice of appeal with the City Clerk not later than twenty (20) days after the date of mailing of the Chief's decision. The City Council may appoint a hearing examiner as set forth in Sections 2.320 to 2.328 of the City Code.

Dave Reiden

MAYOR

ATTEST:

Louise Meyer
CITY CLERK

RESOLUTION No. 84-097
FEB 7 1984

**BOARD-UP CONTRACTOR
Acknowledgment and Agreement**

I certify that I have applied to be a Program Participant in the Board-Up Program established by the Sacramento Regional Fire/EMS Communications Center.

I acknowledge that:

- 1. I have been given a copy of the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings.
- 2. All work within the City of Sacramento is also subject to Sacramento City Council Resolution 84-097 (February 7, 1984) (the "Resolution"). The Chief of the Fire Department referenced therein has delegated to the Sacramento Regional Fire/EMS Communications Center authority to effectuate the Resolution.
- 3. Collectively, these documents are the "Acknowledged Materials."

I agree that, if selected, I will, at all times, comply with the terms and conditions of the Board-Up Program, including by way of illustration and not by limitation those set forth in the Acknowledged Materials.

Date: _____

Date: 3/4/2021

for the Sacramento Regional Fire/EMS
Communications Center

for the Contractor and Corporation

Contact Information:

Name: Reed Somerville
 Title: Chief of Emergency Services
 Address: 430 Loc Way
Sacramento CA
 Phone: 916 910 3086
 CSLB License #: 768320

County of Sacramento

Department of Finance Tax Collection and Business License Unit

700 H Street, Room 1710, Sacramento, CA 95814
Phone (916) 874-6644 • fax (916) 874-8909 • www.finance.saccounty.net

\$44.00 For first business name and owner on statement
\$ 8.00 For each additional business name on this statement
\$ 8.00 For each additional business owner on this statement

Make checks or money orders payable to Sacramento County

FICTITIOUS BUSINESS NAME STATEMENT

THIS IS NOT A BUSINESS LICENSE

TYPE OR PRINT CLEARLY – MUST BE LEGIBLE

INSTRUCTIONS ON REVERSE

WHEN FILING BY MAIL, PROVIDE SELF ADDRESSED STAMPED ENVELOPE. ALL INFORMATION IS PUBLIC RECORD

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 (Section 17900 B & P Code)	
	(a) Sacramento Regional Fire/EMS Communications Center	(b) <small>(If more than 2 names, attach additional sheet)</small>
3	Full Name & Complete Residence Address of Each Business Owner (P.O. Box or PMB <u>not</u> acceptable), OR if a Corporation/LLC, Corporation/LLC name and address as registered with Secretary of State (include State where incorporated)	
	<u>Full Name</u>	<u>Street Address</u> <u>City</u> <u>State</u> <u>Zip</u>
	(a) Sacramento Regional Public Safety Communications Center	10230 Systems Parkway Sacramento CA 95827
(b)	<small>(If more than 2 owners, attach additional sheet)</small>	
4	This business conducted by:	
	<input type="checkbox"/> an Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Married Couple <input type="checkbox"/> Co-Partners <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> State or local Registered Domestic Partners <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input checked="" type="checkbox"/> Unincorporated Association (other than a partnership)	
5	Date began using business name <u>January 26, 2016</u> (write "N/A" if you have not yet begun conducting business)	
	Describe the type of Activities/Business <u>Public Safety and Communications Dispatch Services</u>	
6	I declare that all information in this statement is true and correct. (A registrant who declares as true information which they know to be false is guilty of a crime.)	
	Signed _____ (ORIGINAL/WET SIGNATURE REQUIRED)	
	Printed Name <u>Lindsay K. Moore, Kingsley Bogard LLP</u> Phone Number <u>(916) 932-2500</u> <small>Attorney for SRPSCC</small>	
	If a Corporation, Limited Liability Company (LLC), Limited Partnership (LP) or Limited Liability Partnership (LLP), the following must also be completed: Corporation/LLC Name _____ Officer Title Of Signer _____ (For a list of acceptable Officer Titles please see instructions (6b) on reverse)	

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).



I hereby certify that this copy is a correct copy of the original Statement on file in my office.

DONNA ALLRED, COUNTY CLERK

BY: _____
Deputy County Clerk

ID Checked

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).

According to Section 17900 B & P Code, "Fictitious Business Name" Means:

"(1) In the case of an individual, a name that does not include the surname of the individual"

INSTRUCTIONS FOR COMPLETION OF STATEMENT (Sec. 17913, 17914, 17915 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 California. The fictitious business name statement shall be filed with the clerk of the county in which the registrant has his principal place of business or if the registrant has no place of business in California, the Fictitious Business Name Statement shall be filed with the Clerk of Sacramento County.
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".
Describe the type activities/business that is occurring at address in section 1
- 6a. 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 (title must be indicated). (Signature of an agent is not acceptable)
- 6b. If the registrant is a Corporation, acceptable officer titles include President, Vice President, Secretary, Treasurer, CEO, CFO, COO.
If the registrant is an LLC, acceptable officer titles include President, Vice President, Secretary, Treasurer, CEO, CFO, COO, Member, Managing Member, and Manager

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