



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 1/10/2012

Report Type: Consent

Title: Agreement: Fire Protection Service of Natomas Fire Protection District

Report ID: 2012-00038

Location: District 1, 3, 4 and Sacramento County

Recommendation: Pass a motion authorizing the City Manager, or his designee, to execute an agreement for the Sacramento Fire Department to provide fire protection services within the Natomas Fire Protection District, attached hereto as Exhibit A and incorporated by reference.

Contact: Ray S. Jones, Fire Chief, (916) 808-1601, Fire Department

Presenter: None

Department: Fire

Division: Fire Suppression

Dept ID: 12001221

Attachments:

1-Description/Analysis

2-Agreement with Natomas Fire Protection District (Exhibit A)

City Attorney Review

Approved as to Form
Lan Wang
1/4/2012 1:10:28 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
12/19/2011 1:13:02 PM

Approvals/Acknowledgements

Department Director or Designee: Ray Jones - 12/29/2011 12:28:36 PM



Description/Analysis

Issue: The City of Sacramento and the Natomas Fire Protection District initially entered into an agreement in 1984 for the City to provide fire protection services within the District. The contractual arrangement has been mutually beneficial and has proven to be an efficient and effective way to provide fire protection services within the District. It is recommended that the City and District continue the contractual relationship and extend the term for five (5) years to expire on June 30, 2016.

Policy Considerations: Authorization of this agreement is consistent with City Council policy to collaborate with regional partners to enhance the quality of life.

Environmental Considerations: This report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061 (b)(3); 15378 (b)(2)].

Sustainability: There are no sustainability considerations as listed in the Sustainability Master Plan applicable to approving the agreement between the City and Natomas Fire Protection District.

Commission/Committee Action: This agreement is scheduled to be presented to the County of Sacramento Board of Supervisors for their approval on the morning of January 10, 2012.

Rationale for Recommendation: The contract between the City and Natomas Fire Protection District has been in place for approximately twenty-seven (27) years in which fire service has been provided by the Sacramento Fire Department. The Natomas District is a dependent fire district with no advisory board or staff. The County Board of Supervisors is the Governing Board of the District. This report recommends that the City and District continue the contractual relationship and extend the term of the agreement for five (5) years. All other terms and provisions would remain the same.

Financial Considerations: The City will continue to provide fire protection services to the District's fire service area in exchange for compensation provided by the district's property tax revenue stream, and will be paid over to the City after property tax administration fees and audit fees are paid.

Based on information provided by the County of Sacramento, the projected revenue for FY2011/12 is 1.85 million dollars.

The revenue collected in prior fiscal years is as follows:

- FY2008/09 = 2.05 million dollars
- FY2009/10 = 2.1 million dollars
- FY2010/11 = 1.9 million dollars

During this time, the call volume has varied 3.3% within the Natomas Fire Protection District.

Emerging Small Business Development (ESBD): This report does not involve the procurement of goods or services.



AGREEMENT

This Agreement is made and entered into this _____ day of January, 2012, by and between the City of Sacramento, a chartered city of the State of California (hereafter “City”) and the Natomas Fire Protection District, a dependent fire district created under the laws of the State of California (hereafter “District”).

RECITALS

WHEREAS, City and District entered into an agreement in August, 1984, for the City to provide fire protection services within the District (City Agreement No. 84-037); and

WHEREAS, on June 21, 1994, City and District entered into a first amendment to City Agreement No. 84-037 (City Agreement No. 84-037-1), on June 22, 2004, City and District entered into a second amendment to City Agreement No. 84-037 (City Agreement No. 84-037-2), and on June 8, 2006, City and District entered into a third amendment to City Agreement No. 84-037 (City Agreement No. 84-037-3); and

WHEREAS, City Agreement No. 84-037, as modified by the first amendment, second amendment, and third amendment to City Agreement No. 84-037 is referred to as the “Original Natomas Fire Protection Services Agreement” and is attached as Attachment “A”;

WHEREAS, the term of the Original Natomas Fire Protection Services Agreement expired on June 30, 2011 and the City has continued to provide fire protection services

to the same level as required under the Original Natomas Fire Protection Services Agreement without an agreement with District; and

WHEREAS, City and District agree that the provision of fire protections services to the District by City under the Original Natomas Fire Protection Services Agreement has been mutually beneficial and has proven to be an efficient and effective way to provide fire protection services within the District; and

WHEREAS, City and District desire to enter into this Agreement, which is a retroactive to July 1, 2011, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, City and District agree as follows:

1) Parties

City is a chartered city of the State of California and its charter permits the City Council to enter into contracts on behalf of City with governmental agencies, including special districts, for various purposes including the provision of fire protection services.

District is a duly established and existing fire protection district and a legal entity existing pursuant to the Health and Safety and Government Codes of the State of California. District is a dependent fire district with Board of Commissioners which has been delegated and has authority from the Board of Supervisors of Sacramento County pursuant to Health and Safety Code Section 13884 to act as agent in managing the

affairs of District. The Board of Supervisors of Sacramento County is the Governing Board of the District.

The execution of this Agreement is specifically authorized pursuant to Section 55632 of the Government Code and Section 13052.5 of the Health and Safety Code.

2) Term of Agreement; Effective Date

This retroactive Agreement shall have an effective date of July 1, 2011, and shall remain in force until June 30, 2016.

3) Purpose and Intent of Parties

This Agreement is consistent with the desires of both parties to continue to provide efficient fire protection within District, and will serve the purposes of the public safety, convenience, economy, and general welfare.

It is the intention of the parties that City shall provide fire protection service to District's fire service area, in exchange for compensation for providing such service, as hereinafter described.

District shall retain its existence as an entity for purposes of governing the operation of District, ensuring compliance with the terms of this Agreement, and receipt, accounting, and disbursement of tax revenues to which District is entitled, or is eligible to receive.

4) City Obligations

a. Fire Protection Service

City agrees to continue fire protection service to District at least at the same level as presently provided by City under the Original Natomas Fire Protection Services Agreement. Provided, however, that as and when additional urban or industrial development occurs in an area within the District, City will provide District with a level of fire protection service to that area comparable to similar areas located within the City. A map of the District boundaries for purposes of providing such services is shown in Attachment "B", attached hereto and made a part hereof. The rendition of said service, the standards of performance, the discipline of employees, and other matters incident to the performance of such services, and the control of personnel shall remain with City. City shall furnish all equipment, maintenance, supplies, and personnel necessary to perform the fire protection service. Prior to moving the location of a fire station or closure of a station, City shall conduct a public hearing for the purpose of receiving and addressing citizen concerns, if any, regarding maintenance of fire protection service.

b. Enforcement Authority

District shall take all necessary legal steps, including amendment of the Sacramento County codes, required to transfer and delegate to City full legal authority to enforce all applicable Uniform Fire Codes together with the County of Sacramento fire regulations; weed abatement ordinances; Uniform Building Code; and any other state and local laws, rules and regulations which District is authorized by law to enforce. Appeals of enforcement actions by City shall be appealable to the Governing Board as provided in the Sacramento County Code.

c. Periodic Reports

City shall provide to District semi-annual written and, if requested, oral reports on fire prevention and suppression activities, and emergency medical services, conducted by the City within District. The oral report, if requested, shall be given by a responsible fire service administrator.

5) District Obligations

a. Payment to City

For each City fiscal year during the term of this Agreement, District shall pay to City one hundred percent (100%) of the revenues (including rollover and contingencies) received by the District for that fiscal year less necessary expenditures. The determination of each year's necessary expenditures shall be made by the Board of Supervisors acting as the Board of Directors of the Natomas Fire Protection District and an approved budget adopted June 30 preceding the fiscal year for which payment is to be made. It is anticipated that necessary expenditures will include, but not be limited to, property tax collection costs, audit costs and Sacramento County Executive administration costs. Any increase over annual expenditures shall require City approval which shall not be unreasonably withheld. Any dispute over a proposed budget expenditure may be submitted to final and binding arbitration. The arbitrations shall be conducted in accordance with the rules and regulations of the American Arbitration Association. The payment shall be made fifty percent (50%) by each January 15 and fifty percent (50%) by each June 30. Additionally, ninety percent (90%) of any District

fund balances as of June 30, 2011 and every June 30 thereafter, shall be paid to City. Such payment shall be made by September 30 each year.

For example, if total revenues received by the District for 2010-11 were \$2 million and necessary expenditures were \$100,000, then payment to the City for 2010-11 would be \$1.9 million (\$2 million - \$100,000).

In no event shall the payment calculated in accordance with this paragraph exceed the District's appropriation limitation specified by Article XIII B of the California Constitution. Provided, however, that the City shall be furnished with and have the right to approve appropriation limitation calculations prior to alteration of the formula calculation specified by this paragraph.

The City shall have the right to inspect all financial records of the District and the District shall have the right to inspect all financial records of the City.

b. District Assets

In consideration of City performing all of its obligations under the Original Natomas Fire Protection Services Agreement and obligations hereunder:

(1) District, under the Original Natomas Fire Protection Services Agreement, transferred to City title to the assets specified in Exhibit "F" and all of District's rights, title and interest in the equipment lease contained in Exhibit "J" of the Original Natomas Fire Protection Services Agreement.

The motorized fire equipment in Exhibit "F" and equipment in Exhibit "J" transferred to City by District which is less than twenty (20) years old at the date of termination of this Agreement shall be returned to District. Any other personal property

and equipment transferred to City and which is still in service at the date of termination shall be returned to District.

During the term of this Agreement City shall maintain the equipment transferred to City hereunder in good condition and repair, reasonable wear and tear excepted.

(2) Real Property

(i) Fire Station Number 1. District, under the Original Natomas Fire Protection Services Agreement, assigned to City District's lease on Station Number 1, attached hereto as Exhibit "G" of the Original Natomas Fire Protection Services Agreement, and City assumed all obligations thereunder. The District's lease on Station Number 1 expired on March 13, 1989 and was followed by a City lease with Reclamation District 1000, included hereto as Attachment "C", which expires on March 12, 2014.

(ii) Fire Number Station 2. District, under the Original Natomas Fire Protection Services Agreement, conveyed to City title to the real property and improvements described as set forth in Exhibit "H" of the Original Natomas Fire Protection Services Agreement and constituting Fire Station Number 2.

(iii) Unimproved Real Property. District, under the Original Natomas Fire Protection Services Agreement, conveyed to City title to the unimproved real property described in Exhibit "I" of the Original Natomas Fire Protection Services Agreement. Prior to improving such real property, City shall obtain approval of District.

Upon termination of this Agreement for any reason, the real property conveyed to City shall be forthwith reconveyed to District, and City if requested by

District shall meet and confer in good faith with Reclamation District 1000 and reach agreement on assignment from City to District of City's lease on Station Number 1 unless the lease has previously expired. Provided, however, that if on the effective date of termination any of such parcels or real property is located within City, then City shall retain title to that parcel and the improvements thereon. Provided further that if as of the effective date of termination City has improved the unimproved property described in Exhibit "I", then District shall reimburse City for the reasonable value of such improvements as a precondition to conveyance of the said property to District.

If City during the term of this Agreement determines to purchase or obtain title to or a lease upon a parcel of real property within the District with the intent to provide a substitute or additional fire house for the District, then City and District shall meet and confer in good faith and reach agreement on the disposition of each property in the event of termination of this Agreement, together with any other related issues.

6) Notice

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO CITY

TO DISTRICT

Name: _____

Name: Troy Givans

Title: _____

Title: Interim Manager
Economic Development
Division

Address: _____

Address: 700 H Street, Suite 7640
Sacramento, CA 95814

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

7) Indemnifications

A. Indemnification by District. District shall defend, indemnify and hold harmless CITY, its City Council, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses (including injury and death), damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the agreement, caused in whole or in part by the negligent or intentional acts or omissions of District, its Board of Directors, officers, directors, agents, employees, consultants, contractors, subcontractors, or volunteers.

B. Indemnification by CITY. CITY shall defend, indemnify, and hold harmless District, its Board of Directors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses (including injury and death), damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY, its City Council, officers, directors, agents, employees, consultants, contractors, subcontractors, or volunteers.

C. Comparative Fault. It is the intention of District and CITY that the provisions of this indemnification be interpreted to impose on each party responsibility to the other for the acts omissions of their respective officers, directors, employees, volunteers, Board of Directors, City Council, consultants, contractors, and subcontractors. It is also the intention of District and CITY that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of the party, its officers, directors, agents, employees, volunteers, Board of Directors, City Council, consultants, contractors, and subcontractors.

This indemnity shall survive the termination or expiration of the Agreement.

8) Compliance with Laws

City and District shall observe and comply with all applicable Federal, State, and Sacramento County laws, regulations and ordinances. This Agreement shall be

deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

9) Licenses, Permits, and Contractual Good Standing

A. City shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by District. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by District.

B. City further certifies to District that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or Sacramento County government contracts. City certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

10) Performance Standards

City shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to fire protection services.

11) City Personnel

- A. It is understood and agreed that City employees are independent to the District. City's assigned personnel shall not be entitled to any benefits payable to employees of Sacramento County. Sacramento County is not required to make any deductions or withholdings from the compensation payable to City personnel under the provisions of this agreement, City hereby indemnifies and holds Sacramento County harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. If, in the performance of this agreement, any third persons are employed by City, such person shall be entirely and exclusively under the direction, supervision, and control of City. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by City, and the District shall have no right or authority over such persons or the terms of such employment.
- C. It is further understood and agreed that as an independent contractor and not an employee of Sacramento County, neither the City nor City's assigned personnel shall have any entitlement as a Sacramento County employee, right to act on behalf of Sacramento County in any capacity whatsoever as agent, nor to bind Sacramento County to any obligation whatsoever. City shall not be covered by worker's compensation; nor shall City be entitled to compensated sick leave,

vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the Sacramento County to employees of Sacramento County.

D. It is further understood and agreed that City must issue W-2 and 941 Forms for income and employment tax purposes, for all of contractors assigned personnel under the terms and conditions of this agreement.

12) Conflict of Interest

A. City and City's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

B. City shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

C. If services under this Agreement are funded with state funds granted to District, City shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

13) Insurance or Self-Insurance

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

14) Subcontracts/Assignment

- a) City shall obtain prior written approval from District before subcontracting any of the services delivered under this Agreement. City remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. City shall be held responsible by District for the performance of any subcontractor whether approved by District or not.
- b) This Agreement is not assignable by City in whole or in part, without the prior written consent of District.

15) Interpretation

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16) Disputes

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, City shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. District shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

17) Termination

Either party may terminate this Agreement upon the substantial failure of performance by the other party, provided such terminating party first transmits written

notice of intent to terminate to the party failing to perform and allows such party a reasonable opportunity to cure or correct said failure of performance

18) Prior Agreements

This Agreement constitutes the entire contract between City and District regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between City and District regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

19) Amendments

This Agreement may be amended only by written instrument, signed by both City and District as authorized by action of their respective governing boards.

20) Duplicate Counterparts

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

21) Saving Clause

In the event that any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be and remain in full force and effect unless the deletion of the invalid or unenforceable portion frustrates the purpose and intent of this Agreement.

22) Authority to Execute

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

23) Future Merger/Consolidation

In the event that District lawfully wholly merges or consolidates into City through annexation or otherwise, or in the event that District ceases to exist as a Fire Protection District and City assumes liability for provision of fire protection services within the area shown in Attachment "B", then on the effective date of an such action or event this Agreement shall have no further force and effect; and,

- a) The Natomas-P.E.R.S. Agreement shall be merged with the City-P.E.R.S. Agreement if such merger has not already occurred, and the parties shall take such other steps as P.E.R.S. may require at that time. Provided, however, that District shall not modify its agreement with P.E.R.S. during the term of this Agreement without specific written permission of City first having been obtained.
- b) District shall transfer to City any fund balances or reserves in its accounts.
- c) The parties shall make a good faith effort to reach agreement on all other matters necessary or convenient to the completion of the merger or consolidation transaction, and shall reduce their agreement on all issues to a fully executed agreement.

24) Natomas Public Employees' Retirement System (P.E.R.S.) Agreement

The Parties agree that the District has no further responsibility under the Natomas Public Employees' Retirement System (P.E.R.S.) Agreement. The parties further agree that the City is responsible to P.E.R.S. for any unfunded liability rights or obligations of the District to P.E.R.S.

25) Approval of Board of Supervisors

The parties agree and understand that this agreement requires approval of the Board of Supervisors of the County of Sacramento, and that this agreement shall be of no force and effect unless and until it is so approved.

26) Reopener

Upon mutual agreement of City and District, the parties shall meet and discuss revisions or additions to the terms of this Agreement, and shall endeavor in good faith to reach agreement on said matters.

Provided, however, in the event of a State Legislature change in the amount of or method of allocation of special district augmentation fund money, the parties shall meet and discuss revisions or additions to the terms of this Agreement, and shall endeavor in good faith to reach agreement on said matters.

Dated: January _____, 2012

CITY OF SACRAMENTO,
SACRAMENTO,
A municipal corporation

NATOMAS FIRE DISTRICT

By _____

John Shirey
City Manager

By _____

Navdeep S. Gill
Chief Operations Officer

Approved as to form:

Reviewed and Approved:

By _____

Lan Wang
Deputy City Attorney

By _____

Diane McElhern
Deputy County Counsel

Attachment A to Agreement

City Agreement No. 84-037, as modified by the first amendment, second amendment, and third amendment to City Agreement No. 84-037

THIRD AMENDMENT TO AGREEMENT ATTACHMENT A

This Amendment to Agreement is made and entered into this 8th day of June, 2006, by and between the City of Sacramento, a chartered city of the State of California (hereafter "City") and the Natomas Fire Protection District, a dependent fire district created under the laws of the State of California (hereafter "District").

RECITALS

- A. WHEREAS, City and District entered into an agreement in August, 1984, for the City to provide fire protection services within the District (City Agreement No. 84-037, attached hereto as Attachment 1); and
- B. WHEREAS, on June 21, 1994, City and District entered into a first amendment to City Agreement No. 84-037 (City Agreement No. 84-037-1, attached hereto as Attachment 2), and whereas, on June 22, 2004, City and District entered into a second amendment to City Agreement No. 84-037 (City Agreement No. 84-037-2, attached hereto as Attachment 3) hereafter City Agreements No. 84-037, No. 84-037-1 and No. 84-037-2 are collectively referred to as "Agreement"; and
- C. WHEREAS, City and District agree that the contractual arrangement has been mutually beneficial and has proven to be an efficient and effective way to provide fire protection services within the District; and
- D. WHEREAS, the current term of the Agreement expires on June 30, 2006; and
- E. WHEREAS, the City and District desire to continue the contractual relationship between the City and the District.

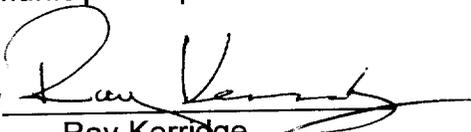
CITY
AGREEMENT NO. 84-037-3

NOW, THEREFORE, the parties agree as follows:

- 1. The term of the Agreement is extended for five additional years. The Agreement term shall expire on June 30, 2011.
- 2. All other terms and provisions of the Agreement shall remain in full force and effect.

CITY OF SACRAMENTO,
a municipal corporation

NATOMAS FIRE DISTRICT

By 
Ray Kerridge
City Manager - June 9, 2006

By 
Terry Schutten
County Executive

CITY
AGREEMENT NO. 84-037-3 1

ATTEST:

ATTEST:

Shirley McLeod 6-13-06
City Clerk

Cathy H. Turner
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM

[Signature]
Deputy City Attorney

[Signature]
County Counsel

CITY
AGREEMENT NO. 84-037-3

RESOLUTION NO. 2006-399

Adopted by the Sacramento City Council

June 8, 2006

AUTHORIZATION TO RENEW AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND NATOMAS FIRE PROTECTION DISTRICT

CERTIFIED AS TRUE COPY
OF Resolution 2006-399
June 13, 2006
DATE CERTIFIED
Shirley Concolino
CITY CLERK, CITY OF SACRAMENTO

BACKGROUND

- A. The City and the Natomas Fire Protection District initially entered into an agreement in 1984 for the City to provide fire protection services within the District.
- B. The contractual agreement has been mutually beneficial and has proven to be efficient and effective.
- C. The current agreement term expires on June 30, 2006 and both parties wish to extend the term of the agreement another five years.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to execute an agreement to continue to provide fire protection within the Natomas Fire Protection District.

Adopted by the City of Sacramento City Council on June 8, 2006 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell Sheedy, Tretheway, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Waters.

Heather Fargo

Mayor, Heather Fargo

Attest:

Shirley Concolino

Shirley Concolino, City Clerk

Master

AGREEMENT

This Agreement is made and entered into this 28th day of August, 1984, by and between the City of Sacramento, a chartered city of the State of California (hereafter "City") and the Natomas Fire Protection District, a dependent fire district created under the laws of the State of California (hereafter "District").

1. Parties

City is a chartered city of the State of California and its charter permits the City Council to enter into contracts on behalf of City with governmental agencies, including special districts, for various purposes including the providing of fire protection services.

District is a duly established and existing fire protection district and a legal entity existing pursuant to the Health and Safety and Government Codes of the State of California. District is a dependent fire district with a Board of Commissioners which has been delegated and has authority from the Board of Supervisors of Sacramento County pursuant to Health and Safety Code Section 13884 to act as agent in managing the affairs of District. The Board of Supervisors of Sacramento County is the Governing Board of the District.

The execution of this Agreement is specifically authorized pursuant to Sections 55632 of the Government Code and 13052.5 of the Health and Safety Code.

2. Term of Agreement; Effective Date

This Agreement shall become effective on September 1, 1984, and shall remain in force until June 30, 2004.

City Agreement No. 84037

CITY
AGREEMENT NO. 84-037-3 27 of 149

3. Purpose and Intent of Parties

This Agreement is consistent with the desires of both parties to provide more efficient fire protection within District, and will serve the purposes of the public safety, convenience, economy and general welfare.

It is the intention of the parties that City shall provide fire protection service to District's fire service area, in exchange for compensation for providing such service, as hereinafter described.

District shall retain its existence as an entity for purposes of governing the operation of District, ensuring compliance with the terms of this Agreement, and receipt, accounting and disbursement of tax revenues to which District is entitled, or is eligible to receive.

4. City Obligations:

a. District Employees

(1) Status. Except as otherwise provided in Exhibit "B", City shall accept as City employees the District employees listed on Exhibit "A", attached hereto and made a part hereof. Those District employees shall be assigned to full-time positions in City classified service, within the classifications set forth on Exhibits "B" and "C".

(2) Salary and Benefits. City salary and benefits of the employees listed on Exhibit "A" are specified in Exhibits "B" and "C", attached hereto and made a part hereof, except as otherwise specifically set forth in this Agreement.

(3) Workers Compensation. City is self-insured and self-administered as to workers compensation liability. District is a member of the self insurance joint powers authority known as Fire Districts Insurance

Group of Sacramento County, and shall remain covered thereby through the effective date of this Agreement. At that time, City shall assume liability for provision of all workers compensation benefits to the employees listed on Exhibit "A", except as specified below.

Provided, however, that notwithstanding Labor Code Section 5500.5, District shall indemnify and hold City harmless from, and shall reimburse City for the cost of benefits provided to any employee listed on Exhibit "A" if:

(i) The employee had a known and recorded medical condition, injury or illness on the effective date of this Agreement; and,

(ii) The known medical condition, injury or illness caused, in whole or in part, the need for provision of benefits.

District's liability under this subparagraph shall be limited to that portion of the costs attributable to the known condition, injury or illness. District shall obtain from its worker's compensation insurance carrier a letter acknowledging the continued liability of District and of the said carrier under and pursuant to this paragraph.

As to any District employee having a known and recorded medical condition on the effective date hereof, City shall have the right to require a medical physical examination conducted by a physician designated by City. If an examination is required, District and the employee shall provide all medical records regarding the employee to City for use in the medical examination, and in any related proceedings. City shall have the right to reject the employee for City employment pursuant to City's standard pre-employment medical examination procedures as set forth in Civil Service Board Rule 6.9 and Appendix C to the Rules. In that event, District employee shall be entitled to exercise the review and appeal rights encompassed in Rule 6.9 and Appendix C.

(4) Retirement. The employees listed in Exhibit "A" shall become active members of the retirement plan pursuant to the contract between the City of Sacramento and the Board of Administration, Public Employees' Retirement System (P.E.R.S.) dated January 29, 1977, and as amended June 1, 1978. They shall further, at their option, remain inactive members of the Natomas-P.E.R.S. contract and shall retain all benefits thereunder, subject to the following:

(i) Upon payment to City of the initial amount specified in paragraph 5b of this Agreement, City shall assume in full the obligation for payment of District's unfunded liability accrued under its agreement with P.E.R.S., as disclosed by the actuarial study attached hereto as Exhibit "D". Additionally, in consideration of the payment by District of the annual amounts required by paragraph 5b, City shall assume in full any unfunded liability rights or obligations as determined by P.E.R.S. in its annual actuarial evaluation.

(ii) The parties agree and understand that City is relying upon the P.E.R.S. actuarial study dated May 23, 1984, attached as Exhibit "D" as to the financial data related to the Natomas-P.E.R.S. agreement, which study is based upon the assumptions that:

(a) The ten Natomas safety members will become "inactive members" if they elect to leave their contributions in the system. If they elect to withdraw their contributions, they will no longer be members but will have redeposit rights under the Natomas-P.E.R.S. agreement.

(b) The one miscellaneous member will become an "inactive member" if she elects to leave contributions in the system. If she elects to withdraw her contributions, she will no longer be a member but will have redeposit rights under the Natomas-P.E.R.S. agreement.

Master

(c) The Natomas safety members' "final compensation" under the Natomas contract will be calculated on the three-year average formula, and on the three-year average formula under the City contract.

(d) The Natomas safety members will, under the Natomas contract and the City contract, partake of any benefit improvements made by the Legislature while employed by City.

(iii) In the event that City determines that merger of the Natomas-P.E.R.S. Agreement and the City-P.E.R.S. Agreement is more cost effective, the parties agree to take all necessary steps to accomplish merger of the systems, and to cooperate in the method of payoff of the unfunded liability.

b. Fire Protection Service

City agrees to continue fire protection service to District at least at the same level as presently provided by District. Provided, however, that as and when additional urban or industrial development occurs in an area within the District, City will provide District with a level of fire protection service to that area comparable to similar areas located within the City. District boundaries for purposes of providing such services are as described in Exhibit "E", attached hereto and made a part hereof. The rendition of said service, the standards of performance, the discipline of employees, and other matters incident to the performance of such services, and the control of personnel shall remain with City. City shall furnish all equipment, supplies and personnel necessary to perform the fire protection service. Prior to moving the location of a fire station or closure of a station, City shall conduct a public hearing for the purpose of receiving and addressing citizen concerns, if any, regarding maintenance of fire protection service.

c. Enforcement Authority

District shall take all necessary legal steps, including amendment of County Codes, required to transfer and delegate to City full legal authority to enforce all applicable Uniform Fire Codes together with the County of Sacramento fire regulations; weed abatement ordinances; Uniform Building Code; and any other state and local laws, rules and regulations which District is authorized by law to enforce. Appeals of enforcement actions by City shall be appealable to the Governing Board as provided in the County Code.

d. Periodic Reports

City shall provide to District semi-annual written and, if requested, oral reports on fire prevention and suppression activities, and emergency medical services, conducted by the City within District. The oral report, if requested, shall be given by a responsible fire service administrator.

5. District Obligations:

a. District Employees

All employees listed on Exhibit "A" shall be and remain District employees until the effective date of this Agreement, at which time City's obligation to such employees, as defined in paragraph 4a. above, shall commence. Until that date, District shall provide to said employees salary and benefits, workers compensation, and other entitlements, and shall be bound by all provisions of then-current labor agreements covering said employees.

b. Payment to City

For the 1984-85 City fiscal year District shall pay to City \$352,500. Such payment shall be made fifty percent (50%) by January 15, 1985, and fifty percent (50%) by June 15, 1985.

For the 1985-86 City fiscal year and each City fiscal year thereafter during the term of this Agreement, District shall pay to City \$415,000

adjusted by the percent change up or down in the total assessed valuation of District for each fiscal year since 1984-85. Such payment shall be made fifty percent (50%) by each January 15, and fifty percent (50%) by each June 15. Additionally, ninety percent (90%) of any District fund balances as of June 15, 1988 and every June 15 thereafter, shall be applied by District to its unfunded liability under the District-P.E.R.S. Agreement, or shall be paid to City if the unfunded liability is paid off. Such payment shall be made by June 30, 1988 and every June 30 thereafter.

For example, if total assessed values increase by five percent (5%) for 1985-86, and seven percent (7%) for 1986-87, then the 1986-87 calculations would be: $\$415,000 \times 1.05 \times 1.07 = \$466,253$. The payment for 1986-87 would be \$466,253.

In no event shall the payment calculated in accordance with this paragraph exceed District's appropriation limitation specified by Article XIII B of the California Constitution. Provided, however, that the City shall be furnished with and have the right to approve appropriation limitation calculations prior to alteration of the formula calculation specified by this paragraph.

c. District Assets

In consideration of City's agreement to assume liability for the District's P.E.R.S. obligations as specified in this Agreement, and in consideration of City performing all of its obligations hereunder, on the effective date of this Agreement, District agrees that:

(1) Other Equipment. District shall transfer to City title to the assets specified in Exhibit "F", attached hereto and made a part hereof. All such assets shall on the effective date of this Agreement be in servicable condition according to City standards. If it is not in serviceable condition, City shall have the right to reject or dispose of it.

The motorized fire equipment transferred to City under this subparagraph above and subparagraph (4) below, and which is less than twenty (20) years old at the date of termination shall be returned to District. Any other personal property and equipment transferred to City and which is still in service at the date of termination shall be returned to District.

During the term of this Agreement City shall maintain the equipment transferred to City hereunder in good condition and repair, reasonable wear and tear excepted.

(2) Real Property

(i) Fire Station Number 1. District lease on Station Number 1, attached hereto as Exhibit "G", shall be assigned to City, and City shall assume all obligations thereunder.

(ii) Fire Station Number 2. District shall convey title to the real property and improvements described as set forth in Exhibit "H" and constituting Fire Station Number 2.

(iii) Unimproved Real Property. District shall convey title to the unimproved real property described in Exhibit "I". Prior to improving any such real property, City shall obtain the approval of District.

Upon termination of this Agreement for any reason, the real property conveyed to City shall be forthwith reconveyed to District, and the lease on Station 1 shall be reassigned to District unless the lease has previously expired. Provided, however, that if on the effective date of termination any of such parcels of real property is located within City, then City shall retain title to that parcel and the improvements thereon. Provided further that if as of the effective date of termination City has improved the unimproved property described in Exhibit "I", then District shall reimburse City for the reasonable value of such improvements as a precondition to conveyance of the said property to District.

If City during the term of this Agreement determines to purchase or obtain title to or a lease upon a parcel of real property within the District with the intent to provide a substitute or additional fire house for the District, then City and District shall meet and confer in good faith and reach agreement on the disposition of each property in the event of termination of this Agreement, together with any other related issues.

(3) Ordinance No. 83-SPA-3, County of Sacramento. District agrees that its rights under Sacramento County Ordinance No. 83-SPA-3, Section 3, III(d), shall be transferred to City. Upon termination of this Agreement City shall convey to District title to any real property and improvements acquired pursuant to said Ordinance, subject to payment by District of the reasonable value of improvements made at City expense.

(4) Equipment Lease. District shall transfer to City all of its rights, title and interest in the equipment lease attached hereto as Exhibit "J". District shall, through the County of Sacramento, continue to make all payments required under said lease.

6. Tort Claims

District shall hold City harmless, and shall indemnify City, its officers, employees and agents, from any and all costs, damages, claims, fees (including attorney fees or other court-related costs or expenses) or other monetary loss arising out of or in any way related to incidents occurring prior to the effective date of this Agreement, or arising out of or in any way connected with District's Board activities or any other District activities during the term of this Agreement.

City shall hold District, its officers, employees and agents harmless, and shall indemnify District from any and all costs, damages, claims, fees (including attorney fees or other court-related costs or expenses) or other

monetary loss arising out of or in any way related to incidents occurring after the effective date of this Agreement, or arising out of or in any way connected with City activities or any other City activities during the term of this Agreement.

District shall name City as an additional insured on all of its insurance policies.

7. Labor or Personnel Related Disputes

Any dispute or grievance arising out of or in any way related to the labor agreement between District and Sacramento Area Fire Fighters, Local 522 (AFL-CIO) shall be the sole and exclusive responsibility of District, and the District shall fulfill all of its obligations under that labor agreement. This provision shall be deemed to include only grievances or other claims filed or asserted after the effective date of this Agreement, but which relates to events occurring prior thereto.

8. Saving Clause

In the event that any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be and remain in full force and effect unless the deletion of the invalid or unenforceable portion frustrates the purpose and intent of this Agreement.

9. Future Merger/Consolidation

In the event that District lawfully wholly merges or consolidates into City through annexation or otherwise, or in the event that District ceases to exist as a Fire Protection District and City assumes liability for provision of fire protection services within the area described in Exhibit "E", then on the effective date of any such action or event this Agreement shall have no further force and effect; and,

a. The Natomas-P.E.R.S. Agreement shall be merged with the City-P.E.R.S. Agreement, and the parties shall take such other steps as P.E.R.S. may require at that time. Provided, however, that District shall not modify its agreement with P.E.R.S. during the term of this Agreement without specific written permission of City first having been obtained.

b. District shall transfer to City any fund balances or reserves in its accounts.

The parties shall make a good faith effort to reach agreement on all other matters necessary or convenient to the completion of the merger or consolidation transaction, and shall reduce their agreement on all issues to a fully executed agreement.

Nothing in this section shall affect City's obligations, or employee rights under Exhibits "B" and "C".

10. Approval of Board of Supervisors

The parties agree and understand that this agreement requires approval of the Board of Supervisors of the County of Sacramento, and that this agreement shall be of no force and effect unless and until it is so approved.

11. Reopener

Upon mutual agreement of City and District, the parties shall meet and discuss revisions or additions to the terms of this Agreement, and shall endeavor in good faith to reach agreement on said matters.

Provided, however, in the event of a State Legislature change in the amount of or method of allocation of special district augmentation fund money, the parties shall meet and discuss revisions or additions to the terms of this Agreement, and shall endeavor in good faith to reach agreement on said matters.

Master
File

DATED: August 28, 1984

CITY OF SACRAMENTO,
a municipal corporation

By Walter Slize
Its City Manager

ATTEST:

Anne G. Mason
Assistant CITY CLERK

APPROVED AS TO FORM:
[Signature]
DEPUTY CITY ATTORNEY

BOARD OF COMMISSIONERS OF THE
NATOMAS FIRE PROTECTION DISTRICT

By Norman R. Nordyke
PRESIDING OFFICER

ATTEST:

[Signature]
CLERK

BOARD OF DIRECTORS OF THE NATOMAS FIRE
PROTECTION DISTRICT

By Sandra R. Smoley
Its _____

ATTEST:

[Signature]
CLERK OF THE BOARD OF DIRECTORS OF THE
NATOMAS FIRE PROTECTION DISTRICT

APPROVED AS TO FORM:

Paul Remy, Deputy
COUNTY COUNSEL

LIST OF NATOMAS FIRE PROTECTION DISTRICT EMPLOYEES

<u>Name</u>	<u>Current District Classification</u>	<u>Current District Monthly Salary</u>
Ramirez, Rafael	Captain	\$2465
Jones, Kenneth	Engineer	\$2127
Cross, Reggie	Senior Firefighter	\$1835
Rios, Jose	Senior Firefighter	\$1835
Waterman, Ronald	Senior Firefighter	\$1835
Curran, Joseph	Firefighter	\$1448
Jones, Steven	Firefighter	\$1448
Laubinger, John	Firefighter	\$1448
McCready, David	Firefighter	\$1448
McKinney, David	Firefighter	\$1448
Ogan, Lloyd	Student Firefighter	\$638
Resh, Darin	Student Firefighter	\$964
Williams, Jonathan	Student Firefighter	\$638
Kriske, Ann	Secretary/Bookkeeper	\$1141

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1 1 1 0

ADDENDUM #1
TO
AGREEMENT
BETWEEN THE
CITY OF SACRAMENTO
AND
SACRAMENTO AREA FIRE FIGHTERS, LOCAL 522
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
1984-87

This Addendum is to the Agreement entered into between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522, International Association of Fire Fighters, AFL-CIO on August 21, 1984, covering employees in the Fire Department Unit.

The purpose of this Addendum is to set forth the terms and conditions of employment for the present employees of the Natomas Fire Protection District who will become City employees effective September 1, 1984. Such employees shall be covered by the applicable provisions of the Fire Department Agreement, except as expressly modified and/or clarified herein.

I

Classification and Salary

1. Except as herein provided, the employees listed below shall be granted permanent civil service status in the specified City classification and shall receive the specified applicable monthly salary step placement.

Master

File

<u>Name</u>	<u>City Classification</u>	<u>Salary Step</u>	<u>Monthly Salary</u>
Ramirez, Rafael ^a	Fire Apparatus Operator (FS/AA/EMT)	E	\$2896.47
Jones, Kenneth	Firefighter (EMT)	E	\$2359.46
Cross, Reggie ^b _d	Firefighter (EMT)	C	\$2140.08
Rios, Jose	Firefighter (EMT)	C	\$2140.08
Waterman, Ronald	Firefighter (EMT)	C	\$2140.08
Curran, Joseph	Firefighter (FS/EMT)	A	\$2035.97
Jones, Steven	Firefighter (EMT)	A	\$1941.10
Laubinger, John ^d	Firefighter (FS/EMT)	A	\$2035.97
McCready, David	Firefighter	A	\$1848.38
McKinney, David ^d	Firefighter (EMT)	A	\$1941.10
Ogan, Lloyd ^c	Firefighter	A	\$1848.38
Resh, Darin ^c	Firefighter	A	\$1848.38
Williams, Jonathan ^c	Firefighter	A	\$1848.38

^aIncumbent shall be considered to have met the requirements of a Fire Science Certificate for compensation purposes of the Fire Incentive Program.

^bIncumbent must pass City medical examination as a condition of being granted permanent civil service status.

^cIncumbents will be required to attend a twelve-week training program. Incumbents must satisfactorily complete a twelve-month probationary period as a condition of being granted permanent civil service status.

^dIncumbents must provide proof of the Emergency Medical Technician Certificate in order to receive the incentive compensation.

2. Seniority with the District as full-time employees shall count as seniority credit with the Sacramento Fire Department for the purpose of future incentive compensation eligibility.
3. Employees placed at Salary Step "A" shall be eligible for advancement to the next salary step upon successful completion of 26 weeks of City service. Employees placed at Salary Step "C" shall be eligible for advancement to the next salary step upon successful completion of 52 weeks of City service.
4. Employees shall be required to continue to possess a valid Emergency Medical Technician Certificate in order to receive incentive compensation for the EMT.

II

Accrued Sick Leave and Vacation Credits

The accrued sick leave and vacation credits for each employee accumulated with the District at the close of business on August 31, 1984, shall be counted as City credits effective September 1, 1984.

III

Retirement

The employees shall become members of the retirement plan pursuant to the contract between the City of Sacramento and the Board of Administration, Public Employees' Retirement System (P.E.R.S.) dated January 29, 1977 and as amended June 1, 1978.

IV

Seniority

1. Employees shall be granted City classification seniority credits based on service with the District. The City seniority dates to be granted to each employee for the applicable classifications are:

<u>Name</u>	<u>Fire Apparatus Operator</u>	<u>Firefighter</u>
Ramirez, Rafael	7-1-77	9-1-71
Jones, Kenneth		12-16-76
Cross, Reggie		3-6-79
Rios, Jose		3-6-79
Waterman, Ronald		5-15-79
Curran, Joseph		7-1-80
Jones, Steven		7-1-80
Laubinger, John		7-1-80
McCready, David		9-1-80
McKinney, David		3-1-82
Ogan, Lloyd		9-1-84
Resh, Darin		9-1-84
Williams, Jonathan		9-1-84

2. The above seniority dates shall be applicable to the seniority provisions of the Fire Department Agreement and for seniority credits for promotional examinations pursuant to the Rules and Regulations of the Civil Service Board.
3. Employees appointed to full-time positions in not lower than the Apprentice classification in the District prior to March 6, 1978, shall be deemed to possess a Fire Science Certificate for the purposes of minimum educational qualifications for fire promotional classifications.
4. The above seniority dates are not to be counted in any way as prior service credits for retirement purposes under the City and P.E.R.S. agreement, unless the Natomas retirement plan is merged into the City-P.E.R.S. Agreement. In such event, the above seniority dates shall count as prior service credits for retirement purposes under the City and P.E.R.S. Agreement.

V

Minimum Manning

The minimum manning level for the fire stations located within the Natomas Fire Protection District shall be three (3) personnel at each station consisting of a Fire Captain, a Fire Apparatus Operator, and a Firefighter. In the event that Station #1 located at 7208 West Elkhorn Blvd. is relocated or replaced, the minimum manning level shall be consistent with the minimum manning level at City fire stations. Effective March 1, 1986, the minimum manning level at Station #2 located at 746 North Market Blvd. shall be consistent with the minimum manning level at City fire stations. The minimum manning level at these fire stations shall set no precedent on the minimum manning levels at City fire stations. The City further agrees not to present evidence of the minimum manning level for the Natomas fire stations in any future dispute proceeding on City minimum manning levels.

In the event that a Natomas fire station is included in the City because of an annexation or reorganization pursuant to the Municipal Organization Act of 1977, the minimum manning level at that fire station shall be consistent with the minimum manning level at City fire stations.

VI

Term

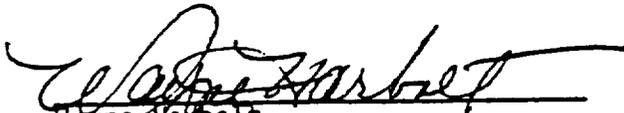
This Addendum is effective September 1, 1984, and shall remain in full force and effect up to and including July 3, 1987, or until such time as it is superseded by a new Agreement between the parties, whichever occurs later.

DATED: August 28, 1984

Master
File

Sacramento Area Fire Fighters,
Local 522
International Association of Fire
Fighters, AFL-CIO

City of Sacramento


Wayne Harbolt
President


Steve Lakich
Director of Employee Relations

Master
file

SUPPLEMENTAL AGREEMENT

BETWEEN THE

CITY OF SACRAMENTO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY LOCAL 39, AFL-CIO

The purpose of this Supplemental Agreement entered into between the City of Sacramento and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO on August 28, 1984, is to set forth the terms and conditions of employment for Ann Kriske of the Natomas Fire Protection District who will become a City employee effective September 1, 1984. Ms. Kriske will be covered by the applicable provisions of the Operations and Maintenance, Office and Technical and Professional Unit Agreement, except as expressly modified and/or clarified herein.

I

Classification and Salary

Ann Kriske shall be granted permanent civil service status in the City classification of Account Clerk I at salary step B.

II

Accrued Sick Leave and Vacation Credits

The accrued sick leave and vacation credits accumulated by Ann Kriske with the District at the close of business on August 31, 1984, shall be counted as City credits effective September 1, 1984.

Master
File

III

Retirement

Ann Kriske shall become a member of the retirement plan pursuant to the contract between the City of Sacramento and the Board of Administration, Public Employees' Retirement System (P.E.R.S.) dated January 29, 1977 and as amended June 1, 1978.

IV

Seniority

1. Ann Kriske shall be granted City classification seniority credit based on service with the District. The City seniority date to be granted to Ann Kriske in the classification of Account Clerk I is December 21, 1978.
2. The seniority date shall be applicable to the seniority provisions of the Operations and Maintenance, Office and Technical, and Professional Unit Agreement and for seniority credit for promotional examinations pursuant to the Rules and Regulations of the Civil Service Board.
3. The seniority date is not to be counted in any way as prior service credit for retirement purposes under the City and P.E.R.S. agreement, unless the Natomas retirement plan is merged into the City-P.E.R.S. Agreement. In such event, the above seniority date shall count as prior service credit for retirement purposes under the City and P.E.R.S. Agreement.

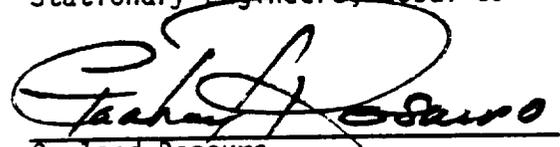
V

Term

This Supplemental Agreement is effective September 1, 1984, and shall remain in full force and effect until such time as it is superseded by a new Agreement between the parties.

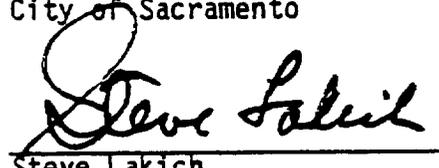
DATED: August 28, 1984

Stationary Engineers, Local 39



Garland Rosauo
Business Representative

City of Sacramento



Steve Lakich
Director of Employee Relations

Memorandum

To : Gary Jones, Assistant Chief
Field and Contracts Services Division

Date : May 23, 1984

File No.:

DD
From : David DuBois, Actuary
Actuarial Office

Subject: CONTRACT STATUS, NATOMAS FIRE PROTECTION DISTRICT ER# 851

The status of the contract between PERS and the foregoing agency on June 30, 1983 shows the combined unfunded liability, assuming all active members are transferred out, to be approximately \$179,470. This result is derived as follows:

<u>Assets</u>	<u>Miscellaneous</u>	<u>Safety</u>
Employer	\$(2,000)	\$293,120
Employees	<u>3,942</u>	<u>117,079</u>
Total Assets as of June 30, 1983	\$ 1,942	410,199
Total actuarial liabilities as of June 30, 1983	\$ 14,126	577,485
Unfunded Liability as of June 30, 1983	\$ 12,184	167,286

This inactive valuation is in response to Karen DeFrank's April 20, 1984 memo. There were 2 non-retired members and two retirees as of the calculation date. All figures are approximate only.

DD:amw

City Agreement No.

82037

FDIV

NATOMAS FIRE DISTRICT
STATION-1
DORMITORY AREA

- 1 Bed, 02036
- 1 Bed, 02035
- 1 Bed, 02037
- 1 Bookcase (2 tier)

CAPTAINS OFFICE

- 1 Cabinet, File, Century, 4 drawer, 02004
- 4 Cabinets, File, 02021, 02022, 02023, 02024,
- 1 Refrigerator, Coldspot, 02015
- 1 Oven, G.E.
- 1 Desk, 02003
- 1 Radio, Motorola Base, 00022
- 1 Gestetmer. Ditto
- 1 Bookshelf (4 tier) 02000
- 1 Typewriter, Olympia, manual

BATH ROOM

- 3 Hoses, Oxygen, High Pressure, various lengths

CHIEF'S OFFICE

- 1 Cabinet, Filing, 4 drawer, 02026
- 1 Cabinet, Filing, Century, 4 drawer 02005
- 1 Cabinet, Filing, Tower, 4 drawer, 02025
- 2 Motion Alarms, Lifeguard II model R-200
- 1 Bookshelf, 2 tier, 02059
- 1 Cabinet, 6 drawer, (office supplies)
- 1 Copy Machine, Mita, DC-131, 00024
- 1 Desk, 02006
- 1 Bogen Intercom, 02029
- 1 Recorder, Sears, tape, 02034
- 1 Chair, Office, 02007
- 1 Heater, Edison, Portable
- 1 Calculator, Cannon, P10-D, 02027
- 1 Cabinet, Misc. supplies and paper
- 1 Calculator, Canon, P5-D, 2402
- 1 Camera, 35MM, Sears with accessories, 2033

City Agreement No. _____

84037

NATOMAS FIRE DISTRICT
STATION-1

ENGINE ROOM
APPARATUS

South End

- 1 Cabinet, File, 02017
- 1 Cabinet, File, 02018
- 1 Washing Machine, cloth, 02060
- 1 Cabinet, Wood
- 1 Buffer Floor, Clarke
- Light bulbs, assorted wattage
- First Aid Supplies
- Cleaning Supplies

West End

- 1 Hose Dryer, 00011
- 1 Ladder, 8' alum., 02356-
- 1 Hose rack, 02100
- 1 Hose rack, 02098
- 1 Hose rack (red),
- 1 Gas Pump (gasboy), 00026
- 2 Oxygen Test Gauges

North End

- 1 Can, Fuel, 5 gal.

East End

- 1 Bucket, Moq w/wringer, 02329

FRONT OFFICE

- 1 Base Radio, Motorola, 4 ch., 00023
- 1 PFE, CO-2, 5 B-C, 02101
- 1 Alarm Control Box
- 1 Telephone Recorder, automatic, 02354
- 1 Clock, Maritime Commission, 02009
- 1 Tape Recorder, G.E., 02355
- 1 Motorola Pageing system, 02350
- 1 Intercom, Bogen, 02030
- 1 Basket (desk in-out)
- 1 Duplicator, Rolodex
- 1 File, Rolodex Jr Zephyr
- 1 Basket, Desk, in-out, 4 tier
- 1 Desk, 02013
- 1 Calculator, T.I., 5150
- 1 Chair, 02011
- 1 Typewriter, IBM, 00025
- 1 Duplicator, (D-5)
- 1 Punch, Hole (paper)
- 1 Paper Cutter, 02001
- 1 Dynamite Labeler, 02002
- 1 Cabinet, File, 4 drawer, 02008
- 1 C.B. Base Radio, 02353
- 1 Plectron Receiver (alert monitor) 02352

City Agreement No: _____

84037

NATOMAS FIRE DISTRICT
STATION-1

FRONT ROOM

1 Vynal Sofa
1 Table, End
1 Table, Dining, 02014
1 Refrigerator, Norge
* 1 Stove, Electric, Hot Point, 4 burner
1 Hood, Range, Universal Chef
1 Coffee Maker, Norelco, 10 cup

* Note: These items are built into the station. They are not loose inventory

City Agreement No. 82037

NATOMAS FIRE DISTRICT
STATION-1
SHOP BUILDING .

- 1 Twin-V Motorola, #5203
- 1 Motorola model #443GGT-1100C
(serial #C-09656)
- 1 C.D. Link Radio (no #)
- 1 Motorola model #U43GGT 110C
(Serial #C09675)
- 1 Engine, Briggs & Stratton , 02096
- 1 Antenna Tower Assembly,50' (3 sided)
- 1 E.J. Resus.Pack w/misc parts
- 23 Allen Wrenches, Hex
- 4 Pliers,regular, assorted sizes
- 5 Pliers, Channel Locks
- 1 Wrench Set, combination"Fleetwood"
(16 pieces 1/4" to 1 1/2")
- 1 Socket set, 6 piece, comb. wrench set
(3/8" to 3/4"
- 1 Socket set, S&K, 1/2"drive, 13 piece, 7/16" to 1 1/4"
- 14 Screw driver set, Torx
- 1 Socket & Ratchet set, 15 piece, 3/16" to 7/16"
- 2 Extension
- 2 Breaker Bars
- 1 Universal, 1/2"
- 1 Universal, 1 3/8"
- 1 Universal socket set 1/2"drive to 1 1/16"
- 1 Extension, 1/2" drive 1 1/2"
- 1 Adapter, 1/2" drive to 3/4"
- 16 Sockets, short, 3/8" drive, assorted sizes
- 7 Spclets;long, 3/8"drive, assorted sizes
- 2 Sockets, deep-well, 3/8" drive, assorted sizes
- 4 Sockets, deep-well, 1/2" drive, assorted sizes
- 4 Sockets, long, 1/2" drive assorted sizes
- 29 Sockets, short, 1/2" drive, assorted sizes
- 6 Screwdrivers, Phillips assorted sizes
- 18 Screwdrivers, Standard, assorted sizes
- 2 Ratchet, regular, 1-3/8" and 1-1/2"
- 2 Speed-handles, 3/8" drive
- 1 Speed-handles, 1/2" drive
- 9 Wrenches, adjustable, 6" to 12"
- 1 Wrench, adjustable, 18" 02095
- 3 Wrenches, Pipe, 2@18" and 1@8"
- 3 Off-set Comb. screwdrivers
- 2 Wrenches, Distributor, 3/8" drive
- 1 Leather Punch set, 11 piece, w/box
- 1 Spark Plug wire wrench
- 1 File set, utility needle, 12 piece
- 1 Feeler guage
- 1 Fleetwood 7 piece nutdriver set, 3/16" to 1/2"
- 1 Wrench set, Powerkraft, 4 piece, ignition
- 16 Wrenches, Open-end, 3/8" to 1 1/8"
- 1 Wrench set, Billings, open end, 6 piece, 19/32" to 1 5/8"

QTY APPROVED BY _____

84037

NATOMAS FIRE DISTRICT
STATION-1
SHOP BUILDING

- 10 Files, assorted sizes
- 1 Set, 12 piece File assortment
- 2 Wood Chisels
- 1 Brace (hand drill)
- 1 Battery Post cleaner
- 3 Brushes, Acid
- 4 Calipers, Assorted sizes
- 1 Breaker-bar, ½" drive, "Challenger"
- 3 Extensions, 3/8" drive
- 2 Extensions, ½" drive
- 2 Breaker Bar, 3/8" drive
- 1 Breaker Bar, ½" drive
- 3 Vice Grips
- 2 Hammers, Claw
- 2 Mallet Plastic,
- 2 Hammers Ball Pein
- 1 Hammer, Sledge, 4#
- 2 Hammers, Sledge, 10# & 10#
- 1 Axe, Pickhead
- 1 Pick
- 2 Mattox
- 2 Shears, Sheetmetal
- 1 Hack Saw
- 2 Wrenches, Brake
- 1 Wrench, Oil filter
- 1 Cutter, Copper tubing
- 2 Putty Knives
- 1 Wrench, Torque, 150#
- 22 Wrenches, Box-end, assorted sizes
- 2 Tape Measures, 12'
- 1 Timing Light
- 2 Pliers, Needlenose, straight & offset tips
- 1 Pliers, Dikes, side cutters
- 2 Breaker Bars, 7" . ½" & 3/8" drive
- 1 Bogen Intercom Unit (1 of 4) 02032
- 1 Tool Box w/wheels "Powercraft"
- 1 Desmond Dresser (grinding wheel)
- 1 Rivet Gun "Star"
- 1 Box w/assorted solderless terminal connectors & crimp tools
- 1 Solder Gun "Weller", M8200
- 1 Engraver, Electric pencil type
- 3 Gear Pullers
- 1 Helmet, Welding
- 4 Welding Clamps, 105M, 78C, Continental, horseshoe type
- 5 Clamps, C-type
- 3 Hammers, Slag
- 1 Box Welding Rods
- Miscellaneous 120/220 volt switches & plugs
- 1 Set Steel letters, ½" size
- 1 Set Steel letters (numerals) ½" size
- 1 Pulley, 02321
- 1 Tap & Dye Set, 40 piece

City Agreement No. 84037

NATOMAS FIRE DISTRICT
STATION-1
SHOP BUILDING

- 1 Pipe Threader, w/4 dyes, 1/8, 1/2, 3/4, 1"
- 1 Torch, Grass burning type
- 1 Flaring Tool, 1/2" to 5/8"
- 1 Vise, 02203
- 1 Bench Grinder, Powerkranf, 02073
- 2 Pipe Reamers
- 1 Can, Galoline, 1 gal.
- 1 Trap, moisture for air compressor
- 1 Spark Plug Cleaner
- 1 Tire Guage Milton #976
- 1 Inflator Guage, air, Milton
- 1 Scale, Utility, Hanson
- 1 Shop Vacuum Cleaner, 02061
- 1 Extinguisher, Dry Chem 02091
- 1 Pump, Hand, for fuel "Tonkheim, 02066
- 1 Lincoln Welder, Acl. 180K, 02088
- 1 Generator, B&S 10 H.P. 00010
- 1 Chain Saw, McCulloch, 24"
- 1 Hydraulic Roller Jack, 4000#
- 1 Hydraulic Floor Jack, 02070
- 1 Set Acl. Welding Regulators
- 1 Ladder, Utility Multi-purpose
- 1 Jumper Cables, Battery, 12'
- 1 Saw, Hand 02079
- 1 Sander, Industrial (Sidewinder)
- 1 Drill, 1/2" 02075
- 1 Jig Saw, Black & Decker, 2 speed
- 1 Sander, Sears, model #315.11631
- 1 Pipe Cutter, 1/8" to 1 1/2"
- 12 Chairs, Samsonite
- 5 Chairs, Padded backs, Samsonite
- 30 Chairs (Virtue Bros.)
- 1 Grease Gun, 02076
- 1 Grease Gun, 02077
- 1 Ladder, Keller, 4'
- 1 Pump Gear lubercant, 02093
- 1 Grease Gun, Air, 02072
- 1 Spray Tank, degreaser
- 1 Snap Ring Puller
- 1 Spray Gun, Binks, model #62, & tank (Sharpe) 02090
- 1 Analyser, Diagnostic, 02084
- 1 Filing Cabinet 02020
- 1 Filing Cabinet 02019
- * 1 Compressor, Air 02371 Sprayer
- 1 Vise, Cleveland (broken) 02102
- 1 Locker, Gym 02087
- 1 Cabinet, w/nuts & bolts, 4 drawer
- 1 Compressor, Air 02064
- 1 Lawn Mower, Lawn Chief, 315 HP
- 1 Oil Can w/spout
- 3 Pumps, manual hand
- 1 Hoist Chain, 2 ton, (Kito)
- ** 1 Stove, Electric, Westinghouse
- 6 Lockers, Metal

* Note: This is a hand operated unit.

** Note: This item is located in the student dorm not the shop.

City of Natomas 81037

NATOMAS FIRE DISTRICT
STATION - 2

FRONT OFFICE

- 2 Century filing cabinets, 4 drawer
- 1 1982 NFPA Codes and Standards, 16 volume set
- 1 NFPA Handbook, 15th edition
- 1 UFC, 1982 edition
- 1 Fire Chief's Handbook, 4th edition
- 1 UMC, 1982 edition
- 1 California Administration Code, Title 13, 1983 edition
- 1 UBC 1979 edition
- 1 Haz Mat Transportation Accidents Illustrated, 1982 edition
- 1 Dictionary and misc. office supplies
- 1 Chair, office
- 1 Desk, 6 drawer
- 1 Table, metal typewriter desk
- 1 Typewriter, Royal
- 1 Cabinet, mail and map organizer
- 1 Couch, love seat
- 1 Table, octagon end
- 1 Hat/Coat Rack
- 1 Clock, Timex battery wall hung

BATH ROOM (men)

General bathroom supplies and fixtures

DORMITORY

- 4 Beds, "Captains type with 3 drawers each in frames"
- 2 Lockers, wall hung double size
- 3 Chairs, virtue brothers

LADIES LOUNGE / BATH ROOM

- 1 Washing machine, General Electric 2 speed (broken)
- General bathroom supplies and fixtures

DAY ROOM

- 5 Tables, coffee
- 1 Sofa, 6 foot
- 1 Sofa, love seat
- 1 Sofa, 8 piece sectional set
- 2 Chairs, padded dark yellow
- 1 Chair, Virtue mfg
- 1 Chair, S-99 style black & white
- 1 Clock, wall hung diet -rite cola
- 1 Desk, 3 drawer

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NATOMAS FIRE DISTRICT
STATION - 2

KITCHEN

- 4 Chairs, virco mfg
- 1 Table, round dining
- 1 Refrigerator, Hot Point no frost
- 1 Range/oven built in - rest of equipment, pots, pans, dishes, etc. belong to men.

STORAGE ROOM (INSIDE)

- 2 Lockers, 8 foot wooden storage for misc. house supplies
- 1 Battery, rechargeable for Koehler big beam
- 2 Boxes, with 6 sprinkler heads each
- 1 Ladder, Keller 705 model 5 foot step
- 1 Projector, 16 MM - on permanent lease from school dept.

APPARATUS ROOM

- 1 Hose rack
- 1 Lawn mower, "Garden Power" 21 inch cut
- 1 Charger, Dayton automatic charger model #5X905A
- 1 Charger, Montgomery Ward 10 amp Automatic
- 1 Table, 8 foot rectangular with folding legs
- 2 G.I. gas cans with flex spouts
- 1 Mop bucket, with wringer and on rollers
- 1 Long back board

STORAGE ROOM (OFF APPARATUS ROOM)

- 2 Lockers, 8 foot wooden storage for misc, tools and parts
- 1 Winco power plant

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NATOMAS FIRE DISTRICT

FIREFIGHTING APPARATUS LIST

016 UNIT 1 1972 G M C ½ Ton 350 V-8 80 Gal. Tank _____ gpm.

020 ENGINE 2 1950 INTERNATIONAL 269 CID 500 Gal. Tank 500 gpm.
1948 CHRYSLER Industrial skid engine 6 cyl. 115 h.p.

052 ENGINE 3 1942 SEAGRAVES 351 V-6 G M C 340 Gal. Tank 750 gpm.
(repowered by F B HART).

028 UNIT 4 1974 Chevrolet 1-Ton 350 V-8 Rescue / mini grass 200 Gal.
Tank _____ gpm. (body by DOUGLASS).

034 UNIT 5 1966 G M C ½ Ton 4X4 305 V-6 Rescue / mini grass 150 Gal. Tank
9 h.p. Briggs & Stratton Skid engine _____ gpm.

038 ENGINE 6 1967 INTERNATIONAL 549 (569) V-8 Pumper / Tanker 1500 Gal Tank
750 gpm.

054 ENGINE 7 1975 INTERNATIONAL 3208 CAT. Diesel 800 Gal. Tank 1250 gpm.

044 TANKER 10 1964 KENWORTH 318 G M Diesel 3800 Gal. Tank _____ gpm.

56 UNIT 11 1982 G M C S - 15 Chief's Truck.

047 UNIT 12 1982 G M C 350 V-8 SIERRA 3500 1 Ton Rescue / Grass 200 Gal.
Tank _____ gpm. (body by T & N Mfg.)

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583

(7)

72583

ENGINE 8 1983 FORD C -800, 429 V-8. 750 gallon Tank, 1,000 gpm, dual
stage pumper

NATOMAS FIRE DISTRICT
UNIT #1

BED

- 1 Tool Box:
 - 1 Set of 12' Jumper Cables
 - 1 Tool bag with:
 - 1 Phillips Screwdriver
 - 1 6" (Crescent) Adjustable Open end Wrench
 - 1 Wire Cutters Plyers
 - Flares 8/30 Min. & 3/20 Min.
 - 1 Scissor Jack
 - 1 Screw Jack
 - 1 Cross Lug Wrench, Star
 - 1 First Aid Kit 02299
 - 1 Resuscitator W/Adult Mask 02297
- 1 Briggs & Stratton Engine with Pump
- 1 50' Length of 3/4" Garden hose with garden nozzle

CAB

- 1 Hand Light 02295
- 1 Dry Chem Extinguisher 02294
- 1 Portable Radio HT220, 4 channel, 00019
- 1 Thomas Bros. Map Book 1980
- 1 Comco 730 Radio (Metro Airport) 00017
- 1 Federal P.A. Siren Unit
- 1 Rediform #OD022 Clipboard
- 1 Haz. Mats. E.R.G. 1980
- 1 Adjustable Hydrant Wrench 02206
- 1 Motrola Micor Radio 00018

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NATOMAS FIRE DISTRICT
ENGINE 2

Right Front Compartment

- 1 First Aid Kit (Bullard) (2137)
- 1 Blanket & Cardboard Splints in bag
- 2 Stop/Slow signs
- 1 Motorola Radio 00031

Right-side Rear Compartment

- 1 Hose Reel W/Booster Line
- 1 Hand Crank
- 1 Elkhart adjustable stream
Nozzle 02179

Rear Compartment

- 1 Elkhart 2½" Play Pipe 02119
- 1 4½" Hard Suction Strainer
- 1 1½" Pyrene Foam Playpipe 02115

Exterior Rear

- 2 Pick head Axes
- 1 Hose Belt W/Spanner

Left-side Rear Compartment Top

- 1 Round tip shovel
- 1 Square tip shovel
- 1 Garden rake
- 1 Small Fireman's Pry bar 02136
- 1 Chain

Left Rear Bottom Compartment

- 1 Hose Reel W/150" of 3/4 inch Hose
- 1 Hose Reel Cranil
- 1 Elkhart adj. Stream Booster Nozzle 02164

Left Front Top Compartment

- 1 4½" Double Female 02126
- 1 2½" to 4½" Adapter
- 1 2½" Double Female
- 1 2½" Double Male
- 3 20 Min. Flares

Left Front Bottom Compartment

- 1 Universal Spanner-O.C.D.
- 1 Hydrant Wrench (Adj.) 2132

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NATOMAS FIRE DISTRICT
ENGINE 2

Left Front Bottom Compartment

- 1 Rubber Mallet
- 1 Insulated handle Wire Cutter 2131
- 2 Booster Hose Spanner Wrenches
- 2 Hose Straps
- 1 Hydrant Wrench
- 1 Pinlug Spanner
- 1 Tool Bag:
 - W/1-10" Crescent
 - 2 Common Screwdrivers
 - 1 Plyers
 - 1- $\frac{1}{2}$ " to 9/16" offset box wrench
 - 1 Hay Hook

Cab

- 1 Clipboard
- 1 Runbook
- 1 Key Ring
- 1 Paper cup dispenser

Glove Compartment

- 1 Hydrant adapter 5 to 4 side

Left-side Exterior

- 1 2 $\frac{1}{2}$ " to 1 $\frac{1}{2}$ " Reducer
- 1 20' Length 1 $\frac{1}{2}$ "
- 1 Powhatan Nozzle 02116

Right-side Exterior

- 2 4 $\frac{1}{2}$ Hard Suction Hose 10'@
- 1 24 Foot Extension Ladder (Wood)
- 1 12 Foot (broken) Roof Ladder (Wood)
- 1 Pike Pole, 8 Foot
- 1 "Igloo" Water Can, 3 Gal.
- 1 30B:E Fire Extinguisher

Hose Load Appliances

- 1 2 $\frac{1}{2}$ to 1 $\frac{1}{2}$ Gated Wye, 02123
 - Elkhart Adjustable Nozzles (adj. stream) #2121, 2122
- 1 Long Backboard
- 1 Nozzle Live Line/Adj. Stream

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NATOMAS FIRE DISTRICT
ENGINE 3

Right Front Mini-Compartment

Empty

Right Front Compartment

Empty

Right Middle Compartment

1 Bullard First Aid Kit 02256

Right Rear Compartment

1 Elkhart Chief Nozzle, Straight Stream old time
1 2½" Elkhart Nozzle (Fog) 02255

Left Rear

Empty

Left Middle

1 2½" Elkhart (Fog) Play pipe 02246
1 Pick Head Ax 02247

Left Front Engineer's Compartment

Flares: 8-20 min.
5-30 min.

2 Hand Lights 02230 & 02238
1 Adjustable Hydrant Wrench
1 Hard Suction Strainer 02245
1 Booster Wrench
1 3" to 2½" Double Female 02244
1 2½" 17 Foot Transfer Line Hose
1 1½" Akron Adjustable Tip Fog Nozzle 02254
1 2½" Double male 02241
1 2½" Double female 02242
1 2½" to 1½" reducer 02243
1 Spanner Wrench

Front Compartment Under Driver

6 30 min. Flares

Exterior Right-side

1 4½" to 3" Female Connection W/Elbow
1 3" Squirrel tail hard suction hose
1 Hose clamp "hebert" 02257

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NATOMAS FIRE DISTRICT
ENGINE 3

EXTERIOR REAR

1 CO2 (1566) 15B:C Extinguisher 02249
1 Elkhart Siamese 02251
1 Dry Chemical Extinguisher 02248

HOSE BED

1 2½" to 1½" Gated Wye 02250
1 Elkhart Adj. Tip Nozzle 02253
1 Elkhart Adj. Tip Nozzle 02252

Exterior Right (continued)

1 10' Folding Ladder 02260
1 Pike Pole 10'
1 Roof Ladder 11' (wood) 02258
1 Extension Ladder (wood) 11'

EXTERIOR TOP

1 Long Board
1 Hose Reel W/3/4" hose Approx. 150'
1 Nozzle 02118
1 Motorola Mobile Radio 00053

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NATOMAS FIRE DISTRICT
UNIT #4

CENTER TOP

- 1 Bolt cutter
- 1 Hooligan 02318
- 1 Hux bar 02317
- 1 Tow chain

RIGHT TOP

- 1 Motorola MOCOM 70 00031

RIGHT REAR

Empty

LEFT REAR

- 1 CO₂ Extinguisher

LEFT FRONT

- 1 Hydrant Wrench Adj.
- 1 Rechargeable hand Lantern

BED TOP

- 1 Hose Reel W/200' of 3/4" Hose
- 1 Elkhart Adj. Stream Nozzle 02307
- 1 Hose tray 1 1/2" hose

CAB GLOVE COMPARTMENT

- 1 COMCO 730 Mobile radio 00032
- 1 Dynamote 12 to 110 D.C.
- 1 Handlight
- 1 Sprinkler Wrench (shut off)
- 1 Pliers wire cutters
- 1 Pocket knife

FRONT BUMPER

- 1 Warn Winch

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NATOMAS FIRE DISTRICT
UNIT #5

CAB

- 1 Flare left door
- 1 Hydrant Wrench under drivers side
- 1 Hack Saw
- 1 Bag W/Spare Cardboard Splints
- 1 Key ring (W/assorted keys)
- 1 Canteen (water) 4 quart (oasis) band
- 1 Run/Map binder
- 1 Clipboard
- 1 Thomas bros. Map
- 3 Flares in glove comp. (20')
- 1 Common Screwdriver (8"blade)
- 1 Booster Line Wrench
- 1 Tape roll
- 1 Motorola Twin-V 00037
- 1 Federal interceptor Siren/PA
- 1 F.A.K.T.

LEFT BED COMPARTMENT

- 1 Chain Saw Electric 14" Cut 02278
- 1 Timmins Splint 02287
- 1 4 way Electrical Box 02279
- 1 Chain 22'
- 1 Booster Shut-off 02343
- 1 ½ to ¾" Reducer 02280

LEFT BED EXTERIOR

- 1 Hose Reel W/¾" Booster & Nozzle (150 Booster hose)
- 1 Fire Extinguisher Bracket
- 1 Resuscitator in box
- 1 Round tip shovel
- 1 Square tip shovel
- 1 Garden rake

RIGHT BED COMPARTMENT

- 1 Portable Flood Light 02282
- 1 Wire Cutter 02286
- 1 Short handle Pick Axe 02285
- 1 Hay Hook
- 2 Firemen's Pry bars 02283, 02284
- 1 Bag W/Cardboard Splints
- 1 Tool Kit:
 - 15/16" to 1" Box offset
 - 11/16 to 25/32 Box offset
 - 7/8 to 13/16 Box offset
 - ½ to 9/16 Box offset
 - 3/8 to 7/16 Box offset
 - 3 Plyers
 - 3 common screwdrivers plastic handles
 - 1 common screwdriver 3 to 4" blade
 - 1 Ball Pein Hammer

City Arrangement No. 84037

NATOMAS FIRE DISTRICT
UNIT #5

RIGHT SIDE EXTERIOR

- 1 Skid mount W/9 H.P. Eng. Pump
- 1 Dry Chem. Extinguisher 20B:C
- 2 2" 8' Hard Suction Hoses
- 1 2" Strainer
- 1 Portable Generator McCulloch Mite-E-Lite 3300 Watt

CENTER EXTERIOR

- 1 Electrical Cord Reel
- 1 K-12 Partner Rescue Saw:
 - Safety goggles, spray starter fluid
 - 1 air filter
 - 1 quart 2 cycle motor oil
 - 1 gal. 2 cycle mixture
 - 1 pulley belt
 - 1 tool kit with: 1 tube ball & needle bearing grease
 - 2 Allen wrenches
 - 1 screwdriver with socket
 - 1-3' rope
 - 1-8 to 10mm open end wrench
 - 1 spark plug socket with rod
 - 1 common screw driver small
 - 1 multipurpose tool for changing blades
 - 1 carbide tip wood blade
 - 3 concrete and masonry blades
 - 3 metal blades

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NATOMAS FIRE DISTRICT
ENGINE #6.

RIGHT FRONT TOP

- 1 Can Foille Spray
- 12 30 min. (Flairs) Flares
- 3 Redwood Plugs
- 2 Bolt Cutter 183/02378
- 1 Battery Cable Cutter
- 1 Hay Hook
- 1 Tool Kit #1:
- 1 ½ to 5/16 open end
- 1 3/8 combination wrench
- 1 7/16 to 7/16 combination
- 1 ½" combination
- 1 ½ to 9/16 open end
- 1 9/16 combination
- 1 5/8 combination
- 1 5/8 to 3/4 open
- 1 11/16 combination
- 1 11.16 to 3/4 open
- 1 Tool Kit #2:
- 2 Scott open end wrenches
- 1 ½ to 19/32 Box off set
- 1 11/16 to 35/32 Box off set
- 1 ½ to 9/16 Box off set
- 1 3/8 to 7/16 Box off set
- 1 7/8 to 3/4 Box off set
- 1 15/16 to 1" Box off set
- 1 common screwdriver
- 2 2½" Elkhart adj. Play pepers 181/02180
- 1 Sprinkler shut off 02182
- 1 Gafling Hook

RIGHT FRONT BOTTOM

- 2 Air Pack Bottles
- 1 Resuscitator: 02367
 - 1-oxygen bottle
 - 1-nasal Canula
 - 1-Adult Mask
 - 1-Child Mask

RIGHT MIDDLE TOP

- 1 4 Qt. Oasis Canteen
- 1 100' of 3/4 inch manila rope
- 1 Power Hand Pulley (come along)

RIGHT REAR TOP

- 1 El'chart 1½" Adjustable Nozzle 02175
Preconnected 150'

City Agreement No. ~~94037~~

NATOMAS FIRE DISTRICT
ENGINE #6.

RIGHT REAR BOTTOM

- 1 3/4" Hose Reel w/200' of Hose
- 1 Akron Adj. Tip Nozzle
- 1 Crank Handle

RIGHT EXTERIOR

- 1 Pick Head Ax 02107
- 1 16' Roof Ladder 02186
- 1 28' Extension Ladder 02187
- 1 10' Pike Pole 92185

REAR COMPARTMENT

- 3 M.S.A. W/bottles
 - (A) 00041 Regulator
 - (B) 00042 Regulator
 - (C) 00040 Regulator

REAR EXTERIOR

- 2 60BC Dry Chem. Extinguishers
 - (A) 02170
 - (B) 02171

EXTERIOR LEFT

- 1 10' Folding Ladder 02166
- 1 2X10' 4 1/2" 02160 & 02158 Hard Suction
- 1 Strainer (Hard Suction) 02158
- 1 Pick Head Ax 02267

LEFT TOP COMPARTMENT

- 2 Hydrant Wrenches Pin Lug
- 1 4 1/2" Spanner Wrench
- 2 Booster Line Spanner Wrenches
- 1 Akron Spanner Wrench OCD
- 1 Cellar Nozzle Elkhart 02148
- 1 2 1/2" Clapper Wye 02151
- 2 2 1/2" double 02146, 02144 Males
- 2 2 1/2" double 02145, 02143 Females
- 1 2 1/2" 1 1/2" Reducer 02147
- 1 4 1/2" double female 02150
- 1 4 1/2" to 2 1/2" double female 02149

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NATOMAS FIRE DISTRICT
ENGINE #6

BOTTOM LEFT COMPARTMENT

- 1 2½" Hydrant Wye Gated 02142
- 1 4½" Soft Suction 10' 02156
- 2 Rubber Mallet 02155, 02184
- 1 Span-hammer 02154
- 1 Hydrant Wrench adj. 02157
- 2 Hose Straps
- 1 Hebert Hose Clamp 02125

TOP MIDDLE COMPARTMENT

- 1 25' Chain
- 1 50' Life Line 3/8" Tag Line
- 1 Smoke Ejector Bar
- 2 Firemens Prybars 02379 02162
- 1 Hux bar 02161
- 1 Hooligan 02373
- 1 Air Hose w/connection 25'
- 1 50' Nylon Rope

TOP REAR COMPARTMENT

- 1 Live Line 150' w/Nozzle

BOTTOM REAR COMPARTMENT

- 1 200' of 3/4" Hose (electric) Reel
- 1 Adj. Tip nozzle

FRONT LEFT EXTERIOR

- 1 Tele Lite 00046

FRONT LEFT EXTERIOR TOP

- 1 Elkhart Monitor 00043 (Portable Deluge)

TOP(HOSE LOAD) BED-FRONT

- 1 Smoke Ejector
- 2 Round tip shovels
- 1 Square tip shovel
- 1 Pitch fork
- 1 Garden Rake
- 1 Brush Rake
- 2 Salvage covers
- 2 Brooms
- 1 2½ to 1½" Wye gated 02167

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NATOMAS FIRE DISTRICT
ENGINE #6 .

TOP (HOSE BED) LEFT (HOSE BED)

- 2 Hose bridges
- 1 Hose Mender
- 2 2½" Short lengths for monitor

CAB

- 1 Trauma Pack
- 1 Map Binder (book) 02289
- 2 Handlights
 - (A) Bigbeam Model #166
 - (B) Bigbeam #264 02289
- 1 Metal Clipboard Rediform # 00022
- 1 Radio Mobil 00039
- 1 Co. of Sacto. Mobil Radio #78120 Comco 730
- 1 Federal interceptor PA/Siren S-37
- 1 Key Ring
- 2 Spare Oxygen bottles/Resus.
- 1 Box of extra First Aid Supplies
- 1 Air Hammer w/Chisels 02138
- 1 50' Roll of Air Hose
- 1 Ked Board

HOSE BED NOZZLES

- 1 Elkhart Adj. Tip 02169
- 1 Elkhart Adj. Tip 02168
- 1 2½"-1½" Gated Wye

LIVE LINES NOZZLES RIGHT SIDE

- 1 Elkhart Adj. Tip 02178

LEFT SIDE

- 1 Elkhart Adj. Tip 02165

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NATOMAS FIRE DISTRICT
ENGINE #7

Right Front Compartment

- 2 Oxygen bottles
- 1 KED board splint
- 1 Resuscitator complete
 - 1 flow control valve
 - 1 adult mask
 - 1 child mask
 - 1 oxygen valve
- 1 Burn kit
- 2 Guard bags, sand

Right Rear Compartment

Rear Compartment

- 1 Waterous floto pump, 00059
- 1 Backboard, short
- 1 Porto-power Kit in metal box, 02360, 4 ton "Black Hawk"
- 2 Ladder-hose straps
- 1 Exhaust fan, 00045, model P164SE
- 1 Cord, electrical extension
- 1 Set Warning reflectors

Left Rear Bottom

- 1 PFE, Ansul, 80-BC, 02211
- 1 Tip, Akron, adj. tip play pipe 00055
- 1 Tip, Elkhart, adj. tip play pipe
- 1 Bolt cutters, 02277
- 1 Tool kit:
 - 7 screwdrivers, common
 - 2 Phillips screwdrivers
- 1 Tool kit:
 - 1 Pliers, needle nose
 - 1 Pliers, off-set needle nose
 - 1 Pliers, common
 - 1 Pliers, battery nut/bolt, off-set jaws
- 1 Wrench set w/bag: 10 piece:
 - 3/8" to 3/4"
 - 9/16" comb.
 - 11/16" comb.
- 1 Wrench, adj. open end, 12"
- 1 Pruning shears, "Snap Cut"
- 1 Wrench, sprinkler shut-off

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NATOMAS FIRE DISTRICT
ENGINE # 7

Left Rear Top

- 1 Hammer, sledge
- 1 Shovel, round w/short handle
- 1 Shovel, square tip
- 1 Adapter, 6" to 4½"
- 1 Adapter, 6" to 2½"
- 1 Haligan bar
- 1 Rope, 5/8"x200', manila
- 1 Rope, ½"x50', (tag)
- 1 Bar, Hux
- 1 Bar, Firemans
- 1 "Come-a-long", 02370

Left Front Top

- 2 Masks breathing, MSA,
- 2 Regulator, air
- 4 Bottles, air
- 2 Face pieces, MSA
- 2 Alarms, "Lifeguard"
- 1 Canteen, 4 quart, "Oasis"

Left Front Bottom

- 1 Handlight w/charging unit, Koehley
- 1 Handlight, Ray-O-Vac
- 6 Fusees
- 1 Suction, soft 2½"
- 2 Wrenches, adj. hydrant
- 1 Span/hammer, 02235
- 1 Mallet, rubber
- 2 Wrenches, spanner, OCD
- 1 Siamese, 2½"
- 2 Double females, 2½"
- 2 Double males, 2½"
- 1 Reducer, 2½" to 1½"
- 1 Reducer, 2½" to 3/4"
- 6 Adapters, N.S.T. male to
- 1 Copper tube
- 1 Hose, air (coiled)
- 1 Tire gauge w/inflator tool
- 1 Ladder/hose strap
- 3 Wrenches, booster line
- 2 Hay hooks

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NATOMAS FIRE DISTRICT
Engine #7

Cab

- 1 Clipboard, Rediform 00022
- 1 Key ring w/assorted keys
- 2 Binders, map
- 1 Map book, Thomas Bros. 1980 ed.
- 1 Haz-Mat book, ERG, 1980 ed.

Top Exterior

- 1 Booster reel w/200' 1" hose
- 1 Nozzle, adj. tip, 00220
- 1 Trauma Pack,

Right Side Exterior

- 1 Axe, pick 02237
- 1 Ladder, roof 14' 02207
- 1 Ladder, Ext. 35' 3 fly, 00062
- 1 Ladder, attic, 10' 02206
- 1 Pikepole, 10'
- 1 Hose clamp, Hebert, 02212

Hose Bed

- 1 Rake, garden
- 1 Rake, brush
- 1 Broom
- 1 Hoe
- 2 Suction Hoses, 6"
- 1 Wye, 2½" to 1½" 02200
- 2 Nozzle, Akron, adj. tip, 02215 and 02214
- 1 Nozzle, Akron, adj. tip, 02213
- 2 Backboards, Long
- 1 Nozzle, Elkhart, adj. tip, 02219

Left Side Exterior

- 1 Strainer, Hard suction 0221
- 1 Tel-a-lite, (telescoping)

Front of Truck

- 1 Hammer, ball pien
- 1 Wrench, 6" pin lug
- 1 Screwdriver, common
- 1 Hose, soft suction, 6" to 4½", 15'

Rear Hand Bar

- 2 Safety belts, Firefighters

City Agreement No. 84037

NATOMAS FIRE DISTRICT
TANKER #10.

CAB

- 1 Tank fill adapter
- 1 Motorola "Twin V" Mobile radio #974218-Mod. TA300V
- 1 Adjustable hydrant wrench

City Agreement No. 84037

NATOMAS FIRE DISTRICT
UNIT #11

Cab Glove Compartment

- 1 Map book, Thomas Bros.
- 1 MOCOM 70-S 82R1091L02 00067
- 1 Wrench, Lug nut

City Agreement No. 84037

NATOMAS FIRE DISTRICT
UNIT #12

RIGHT FRONT COMPARTMENT

- 1 Power Unit for Hurst Tool W/2 Automotive Jaws
- 1 Hurst Tool (2-Jaws)
- 3 Hardwood cribbing blocks
- 1 Gal. pre-mix 2 cycle fuel
- 2 Large J Hooks & Chains for Hurst Tool

RIGHT CENTER COMPARTMENT

- 1 Ball Pein Hammer
- 1 Seat belt Cutter
- 1 Crescent (12') Wrench
- 1 Pliers Line Mans
- 1 Hurst Tool Spark Plug & Socket W/handle
- 2 Safety Goggles
- 6 Wood Plugs
- 9 Flares (Fusers) Assorted sizes
- 2 Aircraft Jaws
- 1 Aircraft Cutting Jaw
- 1 Spare Automotive Jaw W/Pin
- 2 Grab Hook, Pin & Clevis Link assemblies
- 2 Pins 1 short 1 long extras
- 1 H.T. Power Shears
- 1 Short Handle Round Tip Shovel
- 1 Short Handle Aquare Tip Shovel
- 1 Bolt Cutter 2381
- 1 Crash Axe Airplane
- 1 Hux Bar
- 1 Haligan Bar 2374
- 1 Broom
- 1 CM Puller W/Chain (Hoist)
- 1 Crowbar

RIGHT REAR COMPARTMENT

- 1 MSA Foam Maker 00029
- 1 MSA Foam Maker 02305
- 1 Fourway Electrical Box
- 1 10' Extension Cord
- 1 200' Extension Cord on Reel

LEFT REAR COMPARTMENT

- 1 Dry Chemical Extinguisher 10A60BC
- 1 Dry Powder Metal-X Extinguisher
- 1 Salvage Cover (red)
- 1 2325

LEFT MIDDLE COMPARRMENT

- 1 Elder demand Resuscitator W/Flow control, 1 adult & 1 child masks

City Agreement No. 84037

NATOMAS FIRE DISTRICT
UNIT #12

LEFT MIDDLE COMPARTMENT

- 1 O.B. Kit
- 1 Blanket
- 1 First Aid Kit
- 1 Short Backboard & Assorted Straps
- 3 Medical Sandbags
- 1 Wooden Splint

LEFT FRONT COMPARTMENT

- 1 Hand Light
- 1 Qt. of Light Water
- 1 Adj. Hydrant Wrench
- 1 Rubber Mallet
- 1 Ladder Hose Strap
- 1 Spanner Wrench (Folding)
- 1 Short Soft Suction
- 1 Hand Crank for Booster Hose Reel
- 1 Set of Jumper Cables
- 2 Fuses (Flares)
- 1 Set of 10 Screwdrivers (Common & 3 Philips)
- 1 41 Pc. 1/2" & 3/8" combination including box, metric 4"
- 1 Socket Wrench Set
- 1 Tool Bag:
 - Combination wrenches 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16, 7/8 (missing 3/8)
- 1 50' Rope W/Gaf., 5/6 Hook
- 1 50' Rope 1/2" Nylon

BED EXTERIOR

- 1 Hose Reel W/200' of 3/4" Booster Line
- 1 Akron Turbo-Jet Adj. Stream Nozzle

CAB

- 1 Hand Light
- 1 Map Book
- 1 Thomas Bros. Map Book
- 1 Metal Clipboard "Rediform" 00022
- 1 Motorola Handie-Talkie H1220
- 1 4 Channel Radio W/Leather Case, Nylon Carrying Strap
- 1 Window Squeegee
- 1 MOCOM 70 Mobile Radio

GLOVE BOX

- 1 B.P. Kit
- 1 Key Ring W/various Keys
- 1 Triangular Bandage

City Agreement No. 84037

NATOMAS FIRE DISTRICT
STATION #1
RESERVE SAFETY CLOTHING

Coats, Turn-out

2	Chest size	44"
1	"	50"
1	"	46"
5	"	42"

Pants, Turn-out

1	Lgth	30"
3	"	32"
1	"	28"
2	"	42"
1	"	34"
1	"	44"

Helmets

2

City Agreement No. 84037

NOTE: These "Turn-outs" do not meet S.F.D. standards.

Revised
(4-14-84)

NATCOMS FIRE PROTECTION DISTRICT

HOSE INVENTORY RECAP

Under 10 Years Old

Over 10 Years Old

1½" Hose -- 52

48

2½" Hose -- 60

74

3" Hose -- 10

--

Sub Total 122

Sub Total 122

TOTAL HOSE: 244

NOTE: See attached Sheet for inventory breakdown.

City Agreement No. 84037

Revised
(4-14-84)

NATOMAS FIRE PROTECTION DISTRICT

HOSE INVENTORY

1½" Hose (Under 10 years Old)

<u>Oct.</u> <u>1974</u>	<u>Sept.</u> <u>1975</u>	<u>Sept.</u> <u>1976</u>		<u>June</u> <u>1982</u>
312	450	462	472	512
339	451	463	473	513
341	452	464	474	514
343	453	465	475	515
348	454	466	476	516
349	455	467	477	517
350	456	468	478	518
351	457	469	479	519
352	458	470	480	520
353	459	471	481	521
	460			
	<u>461</u>			
<u>10</u>	<u>12</u>		<u>20</u>	<u>10</u>

Total: 52

2½" Hose (Under 10 years Old)

<u>1975</u>		<u>1976</u>		<u>1982</u>	
224	234	244	254	492	502
225	235	245	255	493	503
226	236	246	256	494	504
227	237	247	257	495	505
228	238	248	258	496	506
229	239	249	259	497	507
230	240	250	260	498	508
321	241	251	261	499	509
232	242	252	262	500	510
233	<u>243</u>	253	<u>263</u>	501	<u>511</u>
	20		20		20

Total: 60

3" Hose (Under 10 Years Old)

<u>Apr.</u> <u>1979</u>				
482	484	486	488	490
483	485	487	489	<u>491</u>
				10

Total: 10

City Agreement No. 84007

Revised
(4-19-84)

NATOMAS FIRE PROTECTION DISTRICT

HOSE INVENTORY

RECAP

1½" Hose

1974	10	*1961	27
1975	12	*1972	21
1976	20		
1982	<u>10</u>		
	52		*48

2½" Hose

1975	20	*1969	74
1976	20		
1982	<u>20</u>		
	60		*74

3" Hose

1979	<u>10</u>		
	10		

TOTAL: 1½" Hose -- 100

2½" Hose -- 134

3 " Hose -- 10

GRAND TOTAL 244

* Hose over 10 years old.

City Agreement No. ~~87097~~

NATOMAS FIRE DISTRICT

RADIOS

	<u>Description</u>	<u>Model No.</u>	<u>Unit</u>	
27	Alert Monitor	LO3CND-7100A	D. McCready	2331
4	Alert Monitor	MO3CNB-1102A	K. Jones	2332
17	Alert Monitor	LO3CND-7100A	J. Rios	2333
15	Alert Monitor		W. Porter	2334
16	Alert Monitor	MO3CNB-1102-W	D. Resh	2335
13	Alert Monitor	MO3CNB-1102-W	R. Cross	2336
2	Alert Monitor	LO3CND-7100-A	R. Hants	2337
5	Alert Monitor	LO3CND-7100-A	D. McKinney	2338
24	Alert Monitor	MO3CNB-1102-W	R. Moore	2339
21	Alert Monitor		P. Chico	2340
14	Pager, Tone With Charger	AO3EAC2468 AN NLN 8252 A	J. Curran	2361
20	Pager, Tone With Charger	AO3EAC2468 AN	R. Waterman	2362
11	Pager, Tone "MINITOR" With Charger		L. McKinney	00013
7	Pager, Tone "MINITOR" With Charger		R. Ramirez	00015
9	Pager, Tone "MINITOR" With Charger		E. Laubinger	0006
2	Pager, Tone "MINITOR" With Charger		D. Schroeder	2382 and 2384
--	Pager, Tone "MINITOR" With Charger		STATION II	0002
	Portable Radio With Charger	H23DEN 1100 AW NLN6259 B	STATION II	00050

City Agreement No. ~~84032~~BOAT EQUIPMENT

2	Type II P. F. D. (Personal Flotation Device) Adult
2	Hooker Anchors
1	Kidde 10 B:C Fire Extinguisher
2	Oars (Wooden)
1	8' Gaff
2	3/8" Anchor ropes, 100' each
2	3/8" Mooring line, 20' each
1	18 foot Vallco Boat, CF1226XC, 00092
1	Boat Trailer, Serial 14152, license 312936, 00093
1	Mercury 70 H.P., 00089
1	Evinrude Starflite 90-S, Serial E01344, Model 90492-S, 00090
1	Johnson 40 Super, Serial RDS-22, Model 2128239, 00091

STATION 1

BE IT RESOLVED AND ORDERED that the lease between RECLAMATION DISTRICT NO. 1000 and NATOMAS FIRE PROTECTION DISTRICT, dated March 13, 1964, relating to the lease of certain land for fire protection facilities, be and the same is hereby approved.

BE IT FURTHER RESOLVED AND ORDERED that the Clerk of the Board of Supervisors be and she is hereby authorized and directed to evidence the approval of said lease by certifying to its approval pursuant to this resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 1st day of April, 1964, by the following vote, to-wit:

- AYES: Supervisors, Hoffman, Kloss, Malaki, Wood, Barbaria
- NOES: Supervisors, None
- ABSENT: Supervisors, None

FRED A. BARBARIA
Chairman of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: PATRICIA PHILBIN
Ass't. Clerk of the Board of
Supervisors

ENDORSED:

FILED APR 1 1964

BOARD OF SUPERVISORS
By Patricia Philbin
Clerk of the Board

Civ. Agreement No. 84037

March, 1964, by and between RECLAMATION DISTRICT NO. 1000, a public agency, herein designated Lessor, and NATOMAS FIRE PROTECTION DISTRICT, a public agency, herein designated Lessee,

W I T N E S S E T H:

Lessor hereby leases to Lessee and Lessee hereby hires and takes from Lessor a parcel of land, 140 feet by 361.5 feet in size, situated in the County of Sacramento, State of California, and described as the easterly 140 feet of that parcel of real property owned by Lessor which is commonly referred to as "Camp 8" and which comprises a portion of Lot 74, Elkhorn Subdivision. Said leasing and hiring are made upon the following terms and conditions:

1. As rental for said premises Lessee shall pay to Lessor the sum of \$5.00 per year.

2. Lessor reserves and retains all oil, gas and mineral rights in and to the property leased. Should the property be tested or exploited for any of these hydrocarbons or minerals the right is reserved to Lessor to place such wells or facilities on the leased property as may be necessary so long as they do not interfere with the use being made of the property by Lessee.

3. The term of this lease shall commence March 13, 1964 and shall terminate March 13, 1989. It is agreed, however, that this lease may be terminated by Lessor on or at any time after March 13, 1974 provided Lessor first gives to Lessee a one-year's written notice of such termination. If Lessor does so terminate this lease it shall pay to Lessee for the improvements installed thereon by Lessee which are affixed to the realty and which will not be removed by Lessee an amount equal to the cost of the improvements so installed by Lessee multiplied by a fraction which

City Agreement No. 84037

shall have as its numerator the number of years remaining until March 13, 1989 and as its denominator the number 25.

4. Lessee agrees promptly to commence and with reasonable diligence to complete the construction of the following improvements on the leased premises: a fire station with the necessary driveways leading to Elkhorn Boulevard, a domestic water well, and the necessary septic tanks to accommodate the fire station and three mobile home trailers. These improvements shall be in conformity with plans and specifications prepared by Lessee and bearing the endorsed approval of Lessor's Superintendent. When the domestic water well is completed and in operation Lessor shall have the right to use this well for its needs on its Camp 8 property, such use to be in conjunction with that of Lessee. Lessee shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work in connection with such installations or improvements made by Lessee on said premises.

5. Upon the expiration of the term of this lease all permanent buildings and structures on the leased premises, including but not limited to the aforementioned improvements to be constructed by Lessee, shall become the property of Lessor.

6. It is anticipated by the parties, and it is one of the inducements for this lease, that Lessee will assist Lessor throughout the term hereof with the periodic burning of growth on Lessor's levees.

7. Lessee shall not permit any liens or encumbrances of any character to attach to the property or any part thereof, and Lessee shall save Lessor free and harmless from all claims and demands of every kind which may be asserted by any person for any act or omission of Lessee or any person acting on its

City Agreement No. 84037

behalf, or arising in any way out of the condition of the property hereby leased. Lessee shall maintain in full force and effect at all times during the term of this lease at its own expense a public liability and property damage insurance policy issued by a reputable insurance company acceptable to Lessor protecting the interest of Lessor, Lessee, its agents and employees, and any others using said premises with respect to their liability for personal injuries, including death, to third persons and damage to or loss of property of third persons resulting from any act or omission of Lessee, its agents, employees, or others. Said public liability insurance shall be in an amount of not less than \$100,000 for one person injured in one accident and not less than \$300,000 for more than one person injured in one accident; and said property damage insurance shall be in an amount of not less than \$50,000 for any one accident. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of the foregoing policy prior to the exercise of any of the rights and privileges granted by this lease, and said insurance policy shall provide that it shall not be canceled nor reduced in amount of coverage until after 30 days' written notice of cancellation or reduction in coverage shall have been mailed to Lessor.

8. Lessee shall not assign this lease or any interest therein, nor sublease any part of the premises, without the written consent of the Lessor, and neither this lease nor any interest therein shall be assignable or transferable in proceedings by or against Lessee.

9. Lessor and its agents and representatives shall have the right to enter upon the property at any time or place for the purpose of inspection thereof.

City Agreement No. 84037

All agreements, promises and terms herein contained on the part of Lessee to be kept and performed are conditions as well as covenants, and in the event Lessee shall fail, neglect or refuse to keep or perform any of the same, Lessor, in addition to the remedies in this lease or otherwise provided by law, may at its option terminate this lease and enter upon the premises without notice to Lessee and exclude Lessee and all persons therefrom, and take and resume possession of the premises.

11. Any taxes or assessments which may become due on the leased premises, or on any personal property located on the premises, shall be paid by Lessee.

12. If any action or suit be brought by Lessor for the breach of, or to restrain the breach of, any of the provisions herein contained, or for recovery of the premises and/or forfeiture of the lease, and if Lessor prevails in such suit, Lessee shall pay to Lessor such attorney's fees as the court shall determine to be reasonable.

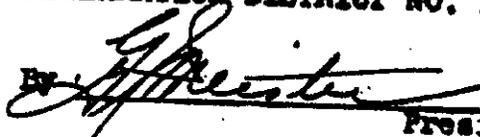
13. The waiver by Lessor of any breach of any of the provisions herein contained on the part of Lessee to be kept and performed shall not be construed as a waiver of any breach thereof subsequently arising or to be waiver of the breach of any other of said provisions.

14. Subject to the limitation of assignment set forth in paragraph 8 above, this lease shall bind and inure to the benefit of the assigns and successors in interest of Lessee.

15. Time is of the essence of this lease.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the day and year first above written.

RECLAMATION DISTRICT NO. 1000

By  President

NATOMAS FIRE PROTECTION DISTRICT, a political subdivision of the State of California

By J. W. ...

P. ...

...

...

As Members of the Board of Fire Commissioners

The foregoing Lease was approved by the Board of Supervisors on the 1st day of April, 1964, pursuant to Resolution No. 64-420.

Rita L. George
Clerk of the Board of Supervisors
of Sacramento County, California

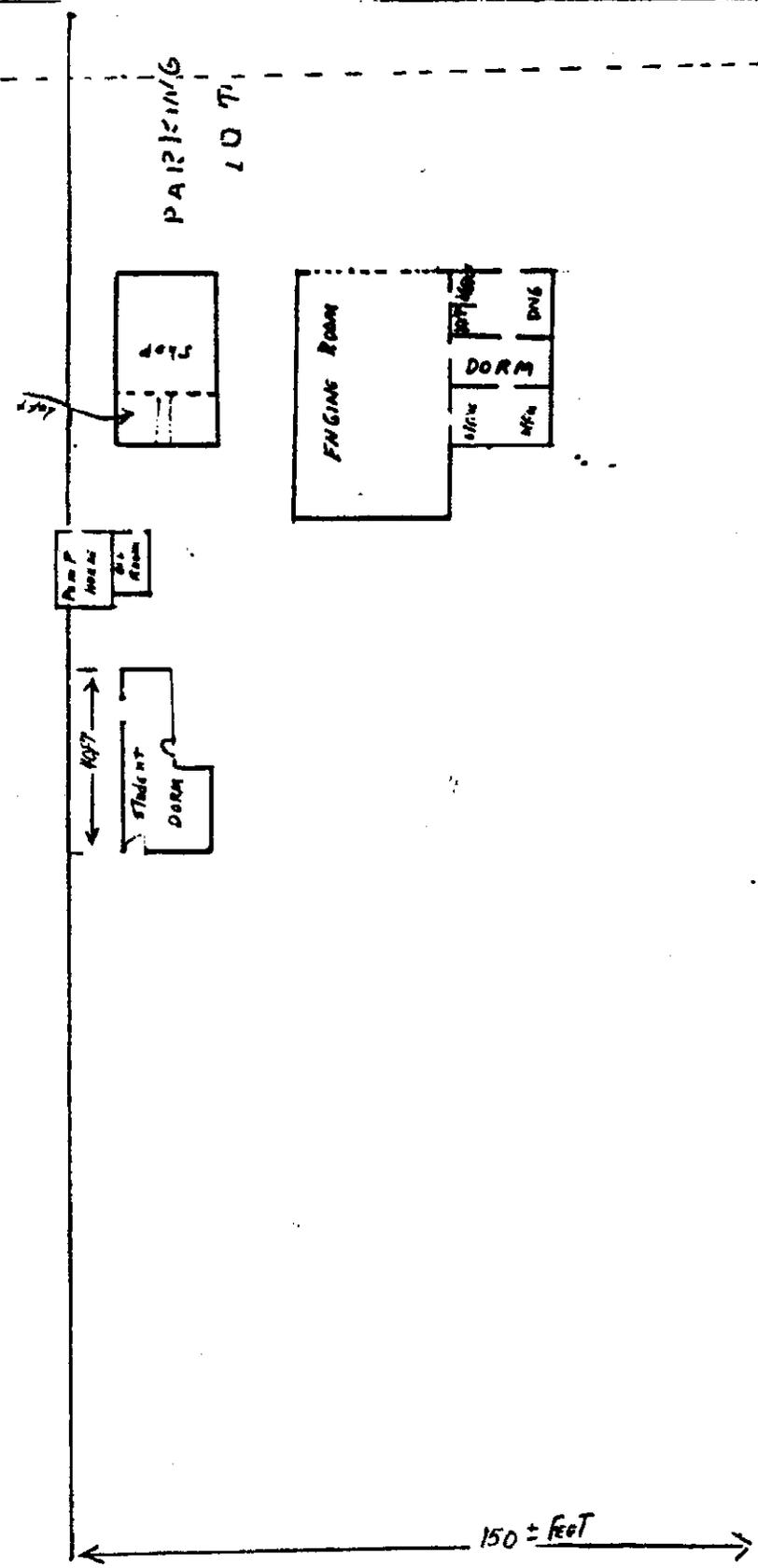
City Agreement No. 84037

STATION 1

Blvd

W. Elkhorn Blvd.

Property Line



City Agreement No. 84037

SCALE $\frac{3}{8} = 14.3(\pm 2)$ feet

STATION 2

(6 pages)



COUNTY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

COUNTY ADMINISTRATION BUILDING • ROOM 304 • 827 SEVENTH STREET
SACRAMENTO, CALIFORNIA 95814 Telephone 440-6651

August 7, 1979

Honorable Board of Directors
Natomas Fire Protection District
County of Sacramento
State of California

SUBJECT: Contract No. 1208 - Natomas Fire Station No. 2

Members in Session:

RECOMMENDATION:

The Department of Public Works recommends that your Board accept subject contract as complete in accordance with our agreement with the contractor, Bambery Construction Co.

DISCUSSION:

The project consisted of a fire station containing some 3,100 square feet of space to house two fire trucks, office and supporting facilities. Parking for eight vehicles is further provided in the site improvements for this project.

The final contract price was \$134,029.00, a net increase of 3.9% to the contract. This increase was due to one change order in the amount of \$5,044.00.

Beneficial occupancy was taken June 12, 1979.

The original contract completion date was May 22, 1979. Time extensions to allow for delays caused by inclement weather added twenty (20) calendar days, making a new completion date of June 11, 1979.

Respectfully submitted,

D. W. McKenzie

KKO:gg

cc: Auditor (2)
Contract Desk
Construction Engineer (3)
Engineering & Design
Natomas Fire Protection District
7208 Elkhorn Boulevard
Sacramento, CA 95837

Leo McGlade
2444 Glendale Lane
Sacramento, CA 95825
Bambery Construction Co.
2720 Arden Way, Suite 292
Sacramento, CA 95825

City Agreement No. 84037



~~Director~~
D. W. McKENZIE *Deputy Director*
W. C. WANDERER, JR. *Deputy Director*

COUNTY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

COUNTY ADMINISTRATION BUILDING • ROOM 304 • 827 SEVENTH STREET
SACRAMENTO, CALIFORNIA, 95814 TELEPHONE: 440-6651

October 2, 1978

Honorable Board of Directors
Natomas Fire Protection District
County of Sacramento
State of California

SUBJECT: Contract No. 1208 - Natomas Fire Station No. 2
Environmental Impact Report - Negative Declaration RE-78-100

Members in Session:

RECOMMENDATION:

That your Board approve the subject plans and specifications and negative declaration and that the project be advertised in the North Highlander on October 4 and October 11, 1978 with bids to be received on October 25, 1978.

DISCUSSION:

The project consists of a fire station containing some 3,100 square feet of space to house two fire trucks, office and supporting facilities. Parking for eight vehicles is further provided in the site improvements for this project.

The estimated construction cost is \$108,500 for the base bid plus: \$3,380 for additional paving, Alternate No. 1; \$8,000 for gas tanks and pump, Alternate No. 2; and \$5,000 for kitchen cabinets and domestic equipment, Alternate No. 3.

The project will be financed from revenue sharing funds.

A negative declaration of environmental impact has been filed and advertised in accordance with applicable codes.

Respectfully submitted,

D. W. McKenzie

Approval Recommended:

File/Arrangement No: 84037

Honorable Board of Directors
Natomas Fire Protection District
October 2, 1978
Page 2

MTS:llw

Attachments

cc: Auditor (2)
Engineering & Design (2)
Contract Desk
Construction Inspection
Leo McGlade
2444 Glendale Lane
Sacramento, CA 95825
Natomas Fire Protection District
7208 Elkhorn Boulevard
Sacramento, CA 95837

City Agreement No. 84037

RESOLUTION NO. NF-19

RESOLUTION ACCEPTING DEED FROM B & B & SONS ENTERPRISES

BE IT RESOLVED by the Board of Directors of the Natomas Fire Protection District, that the interest in real property conveyed by the annexed Corporation Grant Deed dated June 29, 1978, from B & B & Sons Enterprises, a California corporation to the Natomas Fire Protection District, a political subdivision of the State of California, is hereby accepted.

BE IT FURTHER RESOLVED that the Clerk of the Board of Directors of the Natomas Fire Protection District, shall cause this Resolution and said Corporation Grant Deed to be recorded in the office of the Recorder of the County of Sacramento.

On a motion by Director Smoley, seconded by Director Sheedy, the foregoing Resolution was passed and adopted by the Board of Directors of the Natomas Fire Protection District, a political subdivision of the State of California, this 23rd day of October, 1978, by the following vote, to-wit:

RECORDED AND INDEXED 10/23/78
DATE OF THE STATE OF CALIFORNIA - 1978, 10/23
RECORDED AND INDEXED 10/23/78
COUNTY OF SACRAMENTO

- AYES: Directors, Sheedy, Smoley, Kloss
- NOES: Directors, None
- ABSENT: Directors, Melarkey, Wade

OCT 23 1978

E. Henry Kloss
Chairman of the Board of Directors of
Natomas Fire Protection District

ATTEST: [Signature]
Clerk of the Board of Directors of the
Natomas Fire Protection District

The foregoing is a correct copy of a resolution adopted by the Board of Directors NATOMAS FIRE DISTRICT Sacramento County, California

On OCT 23 1978
Dated 10-24-78
Clerk of said Board of Directors
By [Signature] Deputy

203315

Recorder Sacramento No. 203315

1454

203315

CHIEF OF BUREAU
CHICAGO TITLE INSURANCE COMPANY

SACRAMENTO
SACRAMENTO COUNTY CALIF.

DEC 28 3 34 PM 1978

ALVIN V. RODA
ACTING SACRAMENTO COUNTY RECORDER

NO FEE

AND WHEN RECORDED MAIL TO
NAME Natomas Fire Protection District
ADDRESS c/o Dept. of Public Works
County Real Estate Division
CITY 717 K Street, Room 333
STATE Sacramento, CA 95814
ZIP
Life Order No. _____ Escrow No. 71739

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO
NAME Natomas Fire Protection District
ADDRESS c/o Dept. of Public Works
County Real Estate Division
CITY 717 K Street, Room 333
STATE Sacramento, CA 95814
ZIP

DOCUMENTARY TRANSFER TAX \$ None
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
 OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE

Chicago Title Ins. Co. Daniel S. Bunler
Signature of Declarant or Agent (declaring tax. Firm Name)

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

B & B & SONS ENTERPRISES, a California corporation

do hereby GRANT(S) to

NATOMAS FIRE PROTECTION DISTRICT, a political subdivision of the
State of California,

the following described real property in the
county of Sacramento state of California:

Parcel 12 as shown on the portion of Parcel 1, 13 of Parcel Maps, Map No. 48,
portion Parcel A, Book 20 of Parcel Maps, Map No. 6, and portion of Section 13,
T. 9N., R. 4E., M.D.M. recorded in Book 40 of Parcel Maps at Page 33, records of
said County.

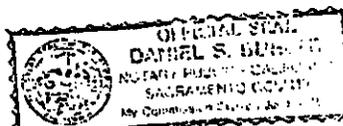
B & B & SONS ENTERPRISES,
a California corporation

[Signature]
RICHARD J. BENVENUTI, Vice President

[Signature]
GARY E. BENVENUTI, Secretary

Dated June 29, 1978 BY
STATE OF CALIFORNIA
COUNTY OF Sacramento
on October 20, 1978 before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared Richard J. Benvenuti
known to me to be the Vice President, and
Gary E. Benvenuti known to me to be
Secretary of the corporation that executed
the within instrument and acknowledged to me that such
signature appeared the within instrument pursuant to its by-
laws or its Board of Directors.

[Signature]
Daniel S. Bunler

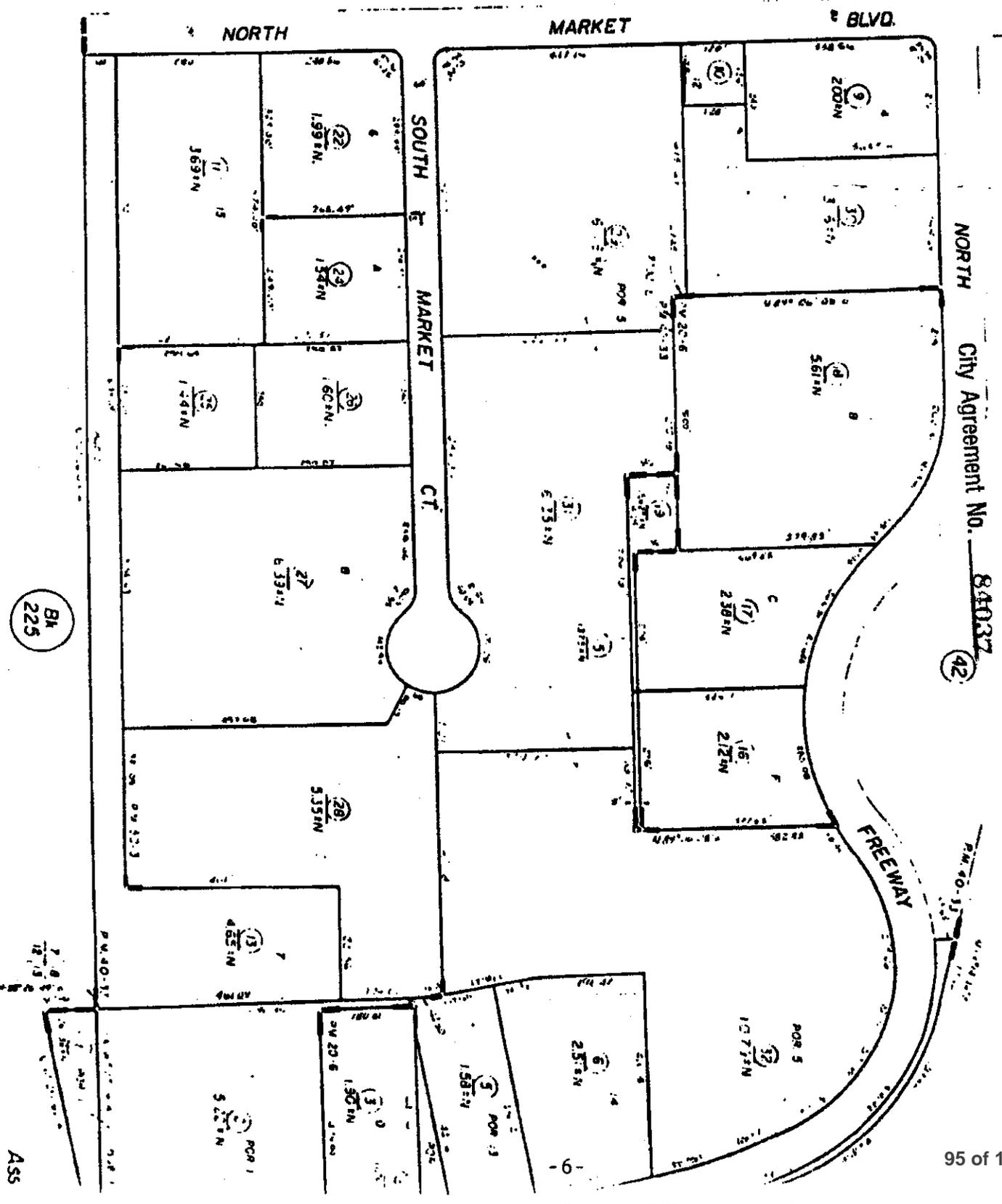


City Agreement No. 84037

200015

STATION 2

(42)



NORTH City Agreement No. 84037 (42)

BA 225

ASS
Cou:

VACANT PROPERTY

EXHIBIT I
(10 pages)

Return to:
WESTERN TITLE INSURANCE COMPANY
SACRAMENTO COUNTY DIVISION
910 H. STREET
SACRAMENTO, CALIF. 95814

B 7801-25 P366

12186

OFFICIAL RECORD
RECORDED AT REQUEST OF
Western Title Insurance Co.

JAN 25 8 00 AM 1978

Samuel J. Hooper
SACRAMENTO COUNTY RECORDER

GRANT DEED

NO FEE

FOR VALUE RECEIVED, G. W. WILLIAMS CO., a corporation, NEW TOWN BUILDERS, INC., a corporation, MARKET CONSTRUCTION CO. INC., a corporation, TOWN HOUSE HOMES, INC., a corporation,

GRANTS to NATOMAS FIRE PROTECTION DISTRICT, a political subdivision of the State of California, all that real property situate in the County of Sacramento, State of California, described as follows:

All that portion of Parcel "C" as shown on the Amended Record of Survey entitled "Portion of Section 16, T. 9 N., R. 4 E., M.D.B. & M.," filed in the office of the Recorder of Sacramento County, California, on December 9, 1966, in Book 25 of Surveys, Map No. 30.

Commencing at a 1 1/2 inch iron pipe with a brass disc stamped LS 2716, at a point on the North line of said Parcel "C" and the West line of El Centro Road as shown on said Record of Survey; thence from said point of beginning South 00° 19' 00" East 160.00 feet along the West line of said El Centro Road; thence along a line, parallel to and 160.00 feet South of the North line of said Parcel "C", South 89° 43' 00" West

12186

CITY Agreement No.

8407

© 1978 SLR-5

D 7801-25 P367

540.00 feet; thence North 00° 19' 00" West 160.00 feet to the North line of said Parcel "C"; thence North 89° 43' 00" East 540.00 feet to the point of beginning and containing 1.98 acres, more or less.

IN WITNESS WHEREOF, said corporations have executed these presents by its officers thereunto duly authorized, this 29th day of July, 1977.

G. W. WILLIAMS CO.

By: George W. Williams III
George W. Williams III, President

By: Richard B. Warner
Richard B. Warner, Secretary

NEW TOWN BUILDERS, INC.

By: Lois W. Rosebrook
Lois W. Rosebrook, President

By: Katherine W. Beryman
Katherine W. Beryman, Secretary

MARKET CONSTRUCTION CO., INC.

By: John J. Taffa
John J. Taffa, Vice President

By: George W. Williams III
George W. Williams III, Secretary

TOWN HOUSE HOMES, INC.

By: George W. Williams III
George W. Williams III, President

By: Geo. W. Williams
Geo. W. Williams, Secretary

42183

Agreement No. 44-37

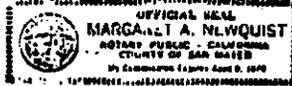
(Corporation)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On July 29, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared George W. Williams III, known to me to be the President, and Richard B. Warner, known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Margaret A. Newquist
Margaret A. Newquist



(Corporation)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On July 29, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Lois W. Rosebrook, known to me to be the President, and Katherine W. Berryman, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Margaret A. Newquist
Margaret A. Newquist



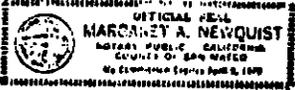
(Corporation)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On July 29, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared John J. Taffa, known to me to be the Vice President, and George W. Williams III, known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Margaret A. Newquist
Margaret A. Newquist



CITY AGREEMENT N

84037

12185

RESOLUTION NO. 111-9

WHEREAS, the Natomas Fire Protection District, a political subdivision of the State of California, in compliance with law, heretofore purchased from G. W. WILLIAMS COMPANY, a corporation; NEW TOWN BUILDERS, INC., a corporation; MARKET CONSTRUCTION COMPANY, INC., a corporation; and TOWN HOUSE HOMES, INC., a corporation, all that certain real property, lying and being in the County of Sacramento, State of California, particularly described as follows:

All that portion of Parcel "C" as shown on the Amended Record of Survey entitled "Portion of Section 16, T. 9 N., R. 4 E., M. D. B. & M.," filed in the Office of the Recorder of Sacramento County, California on December 9, 1966, in Book 25 of Surveys, Map No. 30.

Commencing at a 1 1/4 inch iron pipe with a brass disc stamped LS 2716, at a point on the North line of said Parcel "C" and the West line of El Centro Road as shown on said Record of Survey; thence from said point of beginning South 00° 19' 00" East 160.00 feet along the West line of said El Centro Road; thence along a line, parallel to and 160.00 feet South of the North line of said Parcel "C", South 89° 43' 00" West 540.00 feet; thence North 00° 19' 00" West 160.00 feet to the North line of said Parcel "C"; thence North 89° 43' 00" East 540.00 feet to the point of beginning and containing 1.98 acres, more or less.

and

WHEREAS, said corporations, have made, executed, acknowledged and delivered to said District a Grant Deed dated the 29th day of July, 1977, conveying the above

described real property to said Natomas Fire Protection District.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and is hereby authorized and directed to evidence the acceptance by this Board of the delivery of said Deed by attaching thereto a copy of this Resolution in the office of the Recorder of Sacramento County, California.

111195

CITY AGREEMENT

840377

B 7801-25 P371

On a motion by Director Kloss, seconded by
Director Smoley, the foregoing Resolution was passed
and adopted by the BOARD OF DIRECTORS of the Natomas Fire Protection
District, State of California, this 24th day of October, 1977

by the following vote, to-wit:

AYES: Directors, Kloss, Smoley, Wade

NOES: Directors, None

ABSENT: Directors, Melarky, Shedy

IN ACCORDANCE WITH SECTION 21122 OF THE GOVERNMENT
CODE OF THE STATE OF CALIFORNIA, A COPY OF THIS
RESOLUTION SHALL BE FURNISHED TO THE CLERK OF THE
COUNTY OF SACRAMENTO, COUNTY OF SACRAMENTO, CALIFORNIA.

OCT 24 1977

Paula Shetty
Deputy Clerk of the Board of Directors

FILED

OCT 24 1977

Paula Shetty
BOARD OF DIRECTORS
Clerk of the Board

Wade
Chairman of the Board of Directors of
Natomas Fire Protection District, California

ATTEST: *Paula Shetty*
Clerk of the Board of Directors

The foregoing is a correct copy of a
resolution adopted by the Board of
Directors of the Natomas Fire
Protection District
Sacramento County, California.

On October 24, 1977

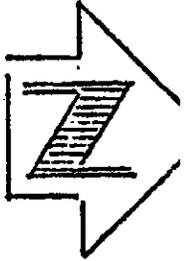
Dated October 25, 1977

Clerk of said Board
of Directors

By *Paula Shetty*
Deputy

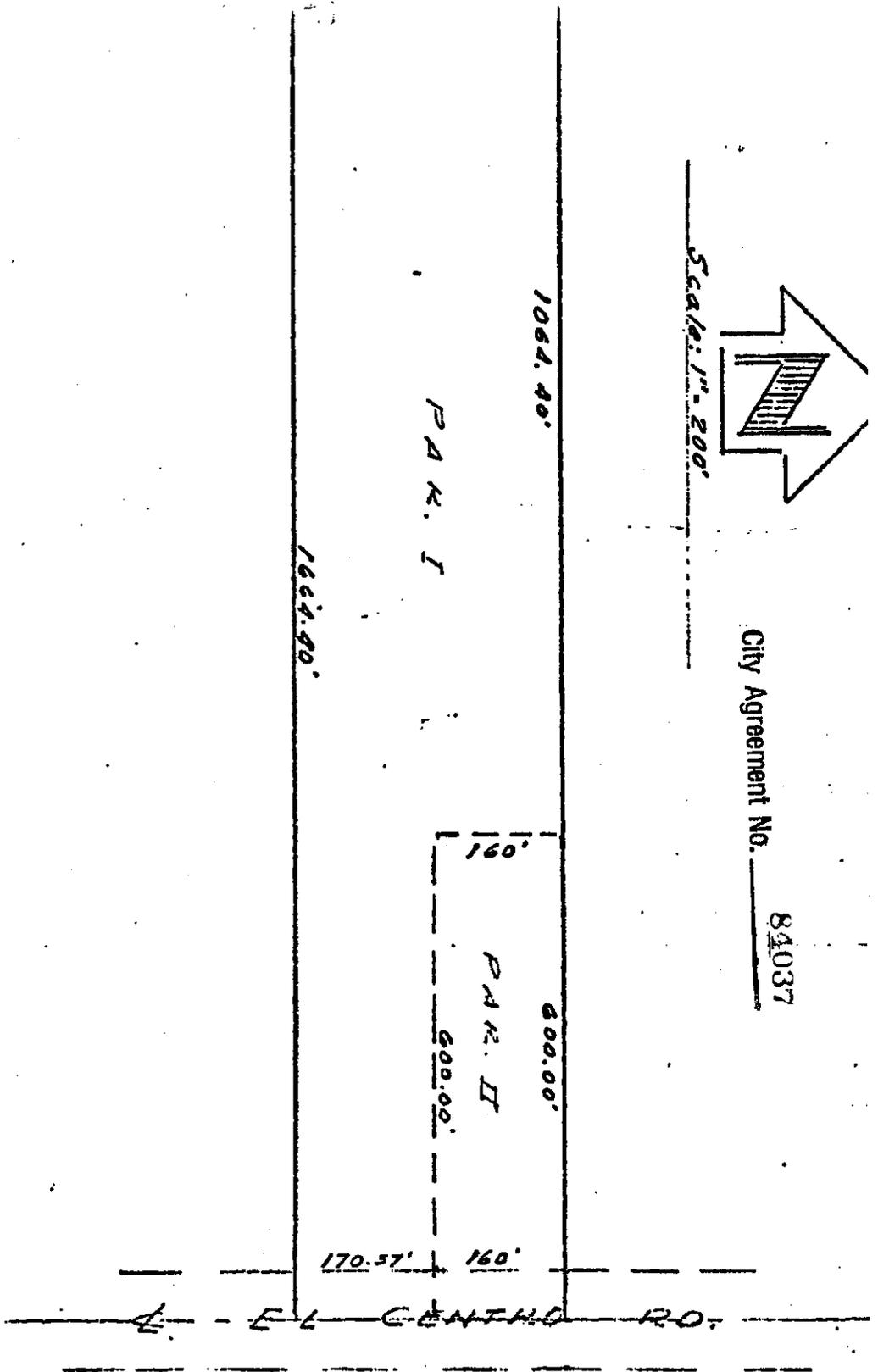
12185

CITY Agreement No. 8400



Scale: 1" = 200'

City Agreement No. 84037



SHOWING REAPPORTIONMENT OF Ass't No. 17
NATONAS SEWER ASSESSMENT DISTRICT.

that the unpaid amount of said original Assessment No. 17 be apportioned by you to those parcels of land.

COUNTY OF SACRAMENTO
Department of Public Works
Real Estate Division

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of July, 1977, by and between the Natoma Fire District, a political subdivision of the State of California, hereinafter referred to as the "First Party" and G. W. Williams Co., a corporation; New Town Builders, Inc., a corporation; Market Construction Co. Inc., a corporation; and Town House Homes, Inc., a corporation, hereinafter referred to as the "Second Party";

W I T N E S S E T H:

WHEREAS a Grant Deed has been executed and delivered by Second Party to First Party, covering the following described property

All that portion of Parcel "C" as shown on the Amended Record of Survey entitled "Portion of Section 16, T. 9 N., R. 4 E., M. D. B. & N.," filed in the Office of the Recorder of Sacramento County, California on December 9, 1966, in Book 2 of Surveys, Map No. 30.

Commencing at a 1 1/2 inch iron pipe with a brass disc stamped LS 2716, at a point on the North line of said Parcel "C" and the West line of El Centro Road as shown on said Record of Survey; thence from said point of beginning South 00° 19' 00" East 160.00 feet along the West line of said El Centro Road; thence along a line, parallel to and 160.00 feet South of the North line of said Parcel "C", South 89° 43' 00" West 540.00 feet; thence North 00° 19' 00" West 160.00 feet to the North line of said Parcel "C"; thence North 89° 43' 00" East 540.00 feet to the point of beginning and containing 1.98 acres, more or less.

In consideration of said conveyance and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of their agreement constitutes the entire consideration for said document and shall relieve the First Party of all further obligation or claim on this account, or on account of the location, grade or construction of the proposed public improvement.
2. The First Party shall:
 - a. Pay \$11,537.00 for the real property.
 - b. Assume the outstanding portion of the sewer bond on the two acre site.

City of Sacramento

- c. Pay for any and all required street and offsite improvements at any future date along El Centro Road and Radio Road fronting the two acre site.
- d. Install their share of street and other public improvements along Radio Road at their expense, if and when Grantors or a successor in interest desires to develop property westerly of the two acre site and needs to bring the improvements along Radio Road.
- e. Inform the Tax Assessor of the special use nature of the site.

This Agreement constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof, or are binding.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Second Party

G. W. WILLIAMS CO.

By: *George W. Williams III*
George W. Williams III,
President

By: *Richard B. Warner*
Richard B. Warner, Secretary

NEW TOWN BUILDERS, INC.

By: *Lois W. Rosebrook*
Lois W. Rosebrook, President

By: *Katherine W. Berryman*
Katherine W. Berryman
Secretary

MARKET CONSTRUCTION CO. INC.

By: *John J. Taaffe*
John J. Taaffe
Vice President

By: *George W. Williams III*
George W. Williams III,
Secretary

TOWN HOUSE HOMES, INC.

By: *George W. Williams III*
George W. Williams III,
Secretary

By: *Geo. W. Williams*
Geo. W. Williams, Secretary

First Party

Deputy-Director-Department
Public Works, County of
Sacramento--

Recommended by:

Benjamin H. Fleming
Real Estate Division,
Department of Public Works,
County of Sacramento

District Approval by:

Raymond E. Clark
Natoma Fire Protection
District

City Agreement No.

84037

EQUIPMENT AGREEMENT

This Equipment Agreement (the "Agreement"), dated as of December 1, 1983, and entered into between The Boardman Co., a Delaware Corporation (the "Lessor"), and The National Fire Protection District (the "Lessee");

WHEREAS, the Lessor desires to lease the Equipment, (as hereinafter defined) to the Lessee and the Lessee desires to lease the Equipment from the Lessor subject to the terms and conditions of, and for the purposes set forth in, this Agreement; and

WHEREAS, the Lessee is authorized under the Constitution and laws of the State of California to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

COVENANTS OF THE LESSEE

The Lessee represents, covenants and warrants for the benefit of the Lessor and its assignees as follows:

(a) The Lessee is a public entity pursuant to the provisions of the California Health and Safety Code, Sections 13801 et seq. and is duly organized and existing under the Constitution and laws of the State of California;

(b) The Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public entity;

(c) The Lessee is authorized under the Constitution and laws of the State of California to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder;

(d) The Lessee has been duly authorized to execute and deliver this Agreement under the terms and provision of the resolution of its governing body attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and the Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by the Lessee of the Equipment hereunder. The Lessee shall cause to be executed an opinion of its counsel in the form attached hereto as Exhibit B;

City Agreement No. 84037

(e) During the term of this Agreement, the Equipment will be used by the Lessee only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of Lessee's authority;

(f) During the period this Agreement is in force, the Lessee will annually provide the Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of the Lessee to continue this Agreement as may be requested by the Lessor or its assignee.

ARTICLE II DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Equipment Agreement including the Exhibits attached hereto.

"Commencement Date" means the date when the term of this Agreement begins and the Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by the Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit C.

"Equipment" means the property described in Exhibit D and which is the subject to this Agreement.

"Lease Term" means the five year period commencing with the Commencement Date.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from the Lessor under the provisions of this Agreement.

"Lessor" means (i) The Boardman Co., a Delaware corporation, acting as the Lessor hereunder; (ii) any surviving, resulting of transferee corporation; and (iii) except where the context requires otherwise, any assignee (s) of the Lessor.

"Purchase Price" means the amount which the Lessee may, in its discretion, pay to the Lessor in order to purchase the Equipment, as set forth in Exhibit E hereto.

City Agreement No. 87027

"Rental Payments" means the basic rental payments payable by the Lessee pursuant to the provision of this Agreement during the Lease Term payable in consideration of the right of the Lessee to use the Equipment during the Lease Term. Rental Payments shall be payable by the Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term set forth in Exhibit E of this Lease.

ARTICLE III

LEASE OF EQUIPMENT

The Lessor hereby demises, leases and lets to the Lessee, and the Lessee rents, leases and hires from the Lessor, the Equipment in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01. Commencement of Lease Term. The Lease Term shall commence on the Commencement Date as indicated in Exhibit C.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) the expiration of the Lease Term;
- (b) the exercise by the Lessee of the option to purchase the Equipment granted under the provisions of Article IX or XI of this Agreement;
- (c) a default by the Lessee and the Lessor's election to terminate this Agreement under Article XIII; or
- (d) the payment by the Lessee of all Rental Payments authorized or required to be paid by the Lessee hereunder.

City Agreement No. 84037

ARTICLE V

ENJOYMENT OF EQUIPMENT

The Lessor hereby covenants to provide the Lessee during the Lease Term with quiet use and enjoyment of the Equipment and the Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from the Lessor, except as expressly set forth in this Agreement.

The Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of the Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. The Lessor and the Lessee understand and intend that the obligation of the Lessee to pay Rental Payments hereunder shall constitute a current expense of the Lessee and shall not in any way be construed to be a debt of the Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the Lessee.

Section 6.02. Payment of Rental Payments. Upon the execution of this Equipment Agreement, Lessee shall make the payment provided in Exhibit E as being due on the Commencement Date; thereafter, the Lessee shall pay the Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to the Lessor or, in the event of assignment by the Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto.

Section 6.03. Interest Component. A portion of each Rental Payment is paid as, and represents payment of, interest and Exhibit E hereto sets forth the interest component of each Rental Payment during the Lease Term; that interest component is 8½% per annum.

City Agreement No. 84037

Section 6.04. Rental Payments to be Unconditional. The obligations of the Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and the Lessor or any other person, the Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute nor shall the Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. The Lessee's obligation to make Rental Payments during the Lease Term shall not be abated through accident or unforeseen circumstances.

ARTICLE VII

TITLE TO EQUIPMENT: SECURITY INTEREST

Section 7.01. Title to the Equipment. During the term of this Lease, title to the Equipment and any and all additions, repairs, replacements or modifications will be retained by the Lessor, except for those modifications which are added to the Equipment by the Lessee and which may be removed without damaging the Equipment. The Lessee shall not have any right, title or interest in the Equipment or in any additions, repairs, replacements or modifications thereto except as expressly set forth in this Agreement. In the event of default as set forth in Section 13.02 or nonappropriation as set forth in Section 6.06, the Lessee will reasonably surrender possession of the Equipment to the Lessor.

Section 7.02. Security Interest. To secure the payment of all of the Lessee's obligations under this Agreement, the Lessee grants to the Lessor a security interest and chattel mortgage constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. The Lessee agrees to execute such additional documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to the Lessor, which the Lessor deems necessary or appropriate to establish and maintain its security interest and, upon assignment, the security interest of any assignee of the Lessor in the Equipment.

City Agreement No. 84037

ARTICLE VIII

MAINTENANCE; MODIFICATION; TAXES;
INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. The Lessee agrees that at all times during the Lease Term the Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment or part and parcel thereof, in good repair, working order and condition and that the Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. The Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. If requested by the Lessor, the Lessee will enter into a maintenance contract for the Equipment with the Lessor.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of the Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of the Lessor), the Lessee will pay during the Lease Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by the Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment as well as all charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.

City Agreement No. 84037

Section 8.03. Provisions Regarding Insurance. At its own expense the Lessee shall cause casualty, public liability, and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of the Lessor that adequate self-insurance is provided, with respect to the Equipment, sufficient to protect the Full Insurable Value, as that term is hereinafter defined, of the Equipment and to protect the Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. The Lessee shall furnish to the Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, the Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If the Lessee shall insure similar properties by self-insurance, the Lessee will insure the Equipment by means of an adequate insurance fund set aside and maintained out of its earnings.

The Lessee shall carry workers' compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of the Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage, and will furnish to the Lessor certificates evidencing such coverage throughout the Lease Term.

The term "Full Insurable Value" as used herein shall mean the total amount of all Rental Payments which are required to be paid by the Lessee under this Lease.

Any insurance policy issued pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to the Lessee and the Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Section 9.02 hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the Lessor without first giving written notice thereof to the Lessor at least 10 days in advance of such cancellation.

Section 8.04. Advances. In the event the Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, the Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by the Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 8 percent per annum, the Lessee agrees to pay.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION:
USE OF NET PROCEEDS

Section 9.01. Damage, Destruction, and Condemnation. Unless the Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of the Lessee or the Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee and the Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, the Lessee shall either (a) complete the work and pay any cost in excess of the amount of the Net Proceeds and the Lessee agrees that, if by reason of any such insufficiency of the Net Proceeds, the Lessee shall make any payments pursuant to the provisions of this Section 9.02, the Lessee shall not be entitled to any reimbursement therefore from the Lessor nor shall the Lessee be entitled to any diminution of the amounts payable under Article VI hereof, or (b) if the Lessee is not in default hereunder, the Lessee shall pay to the Lessor the amount of the then applicable Purchase Price, and, upon such payment the Lease Term shall terminate and title to the Equipment shall be conveyed by the Lessor to the Lessee as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by the Lessee.

ARTICLE X

WARRANTY; USE OF THE EQUIPMENT

Section 10.1 Warranty. The Lessor warrants that the Equipment is free from defects in material and workmanship under normal use and service, Lessor's obligation under this Warranty being limited to making good at Lessor's factory any part or parts thereof, including all equipment or trade accessories (except tires, storage batteries, electric lamps, and other devices

subject to normal deterioration) supplied by Lessor which shall, within one year after making delivery of the Equipment to Lessee, be returned to Lessor with transportation charges prepaid and which on examination by the manufacturer shall disclose to its satisfaction to have thus defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON LESSOR'S PART, AND LESSOR NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR LESSOR ANY LIABILITY IN CONNECTION WITH THE SALE OF THE EQUIPMENT.

Section 10.02. Use of the Equipment. The Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. The Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, the Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that the Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Lessor, adversely affect the estate of the Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI

OPTION TO PURCHASE

At the request of the Lessee, the Lessor's estate in the Equipment will be transferred, conveyed and assigned to the Lessee and this Agreement shall terminate:

(a) at the end of the Lease Term, upon payment in full of the Rental Payments due hereunder and the payment of One Dollar; or

(b) at the end of a particular anniversary of the Commencement Date, upon payment by the Lessee of the then applicable Purchase Price; or

(c) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment and, if the Lessee is not on such date in default pursuant to any term of this Agreement, upon payment of the then applicable Purchase Price to the Lessor.

ARTICLE XII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

City Agreement No. 200827

Section 12.01. Assignment by Lessor. This Agreement, and the obligations of the Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lessor at any time subsequent to its execution without the necessity of obtaining the consent of the Lessee. The Lessor agrees to give notice of assignment to the Lessee and upon receipt of such notice the Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that the Lessee may from time to time have against the Lessor or the assignee. The Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by the Lessor or its assignee to protect their interests in the Equipment and in this Agreement. Upon an assignment by the Lessor, Lessor shall deliver to the Lessee an executed Authorization and Direction in the form set forth in Exhibit F hereto; and the Lessee shall execute such Authorization and Direction and return it to the Lessor.

Section 12.02. Assignment and Subleasing by Lessee. This Agreement and the interest of the Lessee in the Equipment may not be assigned or encumbered by the Lessee for any reason.

Section 12.03. Release and Indemnification Covenants. The Lessee shall indemnify, protect, hold harmless, save, and keep harmless the Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties, and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage, or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. The Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein, and the continuance of such failure for a period of thirty (30) days; and

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to the Lessee by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.06 hereof with respect to nonappropriation; and (ii) if by reason of force majeure the Lessee is unable in whole or in part to carry out the agreements on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI hereof, the Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civic or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Lessee.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, retake possession of the Equipment and sell, lease, or sublease the Equipment for the account of the Lessee, holding the Lessee liable for the difference between (i) the rents and other amounts payable by the Lessee hereunder to the end of the then current Renewal Term and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article XIII it shall not be necessary to give any notice, other than such notice as may be required in this Article XIII.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective address set forth below their signatures.

Section 14.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments, Changes and Modifications. This Agreement may be amended by the Lessor and the Lessee; provided, however, that no such amendment which affects the rights of any assignee of the Lessor shall be effective unless it shall have been consented to in writing by such assignee.

Section 14.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

City Agreement No. 84037

IN WITNESS WHEREOF, the Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers and the Lessee has caused this Agreement to be executed in its name and attested by its duly authorized officers, all as of the date first above written.

(SEAL)

THE BOARDMAN CO.
1401 Southwest 11th St.
P.O. Box 26088
Oklahoma City, Oklahoma 73126

Attest:

By _____

Kenneth B. Hardy
Vice President, Finance

By _____

(SEAL)

THE NATOMAS FIRE PROTECTION DISTRICT
7208 West Elkhorn Boulevard
Sacramento, California 95837

Attest:

By *Myron E. Cook*
Name
Title President

By *David W. McKinnon*
Title Chief

By *Norman R. Nardlyke*
Name
Title Vice President

By *H. W. Veenboer*
Name
Title Secretary

By *Robert J. Ch...*
Name
Title Commissioner

By *J. Schickel*
Name
Title Commissioner

City Agreement No. 84037

EXHIBIT A

RESOLUTION OF GOVERNING BODY

EXTRACT OF MINUTES

Lessee:

Date of Agreement:

At a duly called meeting of the Governing Body of the Lessee (as defined in the Equipment Agreement) held on the day of , 19 , there were at all times present the following members constituting a quorum of the Governing Body:

At said meeting, introduced and moved the adoption of the following Resolution:

RESOLVED, whereas the Governing Body of the Lessee has determined that a true and real need exists for the acquisition of the Equipment described in the Equipment Agreement presented to this meeting:

WHEREAS, the Governing Body of the Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment under the Equipment Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Lessee that the terms of said Equipment Agreement are in the best interests of the Lessee for the acquisition of such Equipment from The Boardman Co. (the "Lessor").

City Agreement No. 84087

BE IT FURTHER RESOLVED, that the execution and delivery of the Equipment Agreement, dated as of December 1 1983, between the Lessee and the Lessor, substantially in the form submitted to this meeting is hereby authorized. The Chief or a Commissioner of the Lessee is hereby authorized to execute, acknowledge and deliver the Equipment Agreement with such changes, insertions and omissions as may be approved by the Chief or a Commissioner of the Lessee, and the Chief or a Commissioner of the Lessee is hereby authorized to affix the seal of the Lessee on the Equipment Agreement and attest the same. The execution of the Equipment Agreement by said Chief or Commissioner shall be conclusive evidence of such approval.

BE IT FURTHER RESOLVED, that each and every officer of the Lessee be and he is hereby authorized to take such action from time to time on behalf of the Lessor as he or she may deem necessary, advisable, or proper in order to carry out and perform the obligations of the Lessor under the Equipment Agreement and other agreements and documents executed and delivered by the Lessor pursuant to or in connection with the Equipment Agreement.

Resolution adopted and approved this 9th day of November 1983.

Mayor (or other chief executive officer)
of the Governing Body of the Lessee

WITNESS OR ATTEST:

By David W. McKinnis
[Name and Title]
Chief

By Mayor E. Cross

Motion to adopt the foregoing Resolution was seconded by N. Nordyke put to a vote, and carried. The members of the Governing Body voted as follows:

AYE: H.C. Vincent
R. Orr
N. Nordyke
M Cross

City Agreement No. 84037

NAY: J. Schneider

Thereupon the Mayor (or other chief executive officer) of the Governing Body declared the motion carried and the Resolution adopted. The Secretary/Clerk was instructed to enter the following proceedings upon the minutes of the Governing Body of the Lessee.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Equipment Agreement is the same as presented at said meeting of the Governing Body of the Lessee, State of California, this 9th day of November, 1983.

[SEAL]

Ann. Krisko
Secretary/Clerk

City Agreement No. 84037



COUNTY OF SACRAMENTO

OFFICE OF THE COUNTY COUNSEL

700 H Street, Suite 2650
Sacramento, CA 95814
Phone: (916) 440-5544

Supervising Deputy County Counsel

Thomas A. Daring
Robert L. Penes
Clement J. Dougherty, Jr.
Monte L. Fuller
Melvyn W. Price

Deputy County Counsel

Richard D. Mayer
J. Steven Burns
Lawrence A. Jones
William H. Fowler
Elaine P. DiPietro
Frank M. Garcia
Manuel E. Lopez
Lily C. Frawley
Margaret L. Hagerly
Anthony L. Wright
Barry Steiner
Kathryn A. Shurtleff
Richard G. Latta
John H. Doods
Kathleen A. O'Connor
Denis J. Zilari
Ramona A. Armistead
Paul Reynaga

December 13, 1983

L. B. Elam
County Counsel
Fred G. Williams
Assistant County Counsel

The Boardman Company
1401 Southwest 11th Street
Post Office Box 26088
Oklahoma City, Oklahoma 73126

Re: Fire Truck Lease/Purchase -
Natomas Fire Protection District

Gentlemen:

As counsel for the Natomas Fire Protection District, (the "Lessee"), I have examined duly executed originals of the Equipment Agreement, including all exhibits and schedules thereto (the "Agreement"), dated as of November 1, 1983, between the Lessee and the Boardman Company (the "Lessor"), and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon the examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is a public entity legally existing under the laws of the State of California.
2. The Lessee has full power and authority to execute and deliver the Agreement, to lease the equipment thereunder and to observe and perform all of its agreements and obligations thereunder.
3. The making and performance of the Agreement and the transactions contemplated thereby will not violate any applicable provision of general law, enabling legislation governing the Lessee or regulation or any usury of other law or regulation relating to the highest lawful rate of interest permissible under the laws of the State of California, and, to my knowledge, will not contravene the provisions of or constitute a default under any agreement, indenture, resolution or other instrument to which the Lessee is a party or by which the Lessee is bound.

City Agreement No. 84037

4. The Agreement has been duly authorized by all necessary corporate and governmental action, executed and delivered by the Lessee.

5. The Agreement is a legal, valid and binding obligation of the Lessee, enforceable in accordance with its terms. In the event that the Lessor obtains a judgment against the Lessee in money damages, as a result of an event of default under the Agreement, the Lessee will be obligated to pay such judgment.

Very truly yours,

L. B. ELAM
County Counsel

By *Paul Reynaga*
PAUL REYNAGA
Deputy County Counsel

PR:sd

City Agreement No. 84037

EXHIBIT C

ACCEPTANCE CERTIFICATE

The undersigned, as the Lessee under the Equipment Agreement (the "Agreement"), dated as of December 1, 1983, with The Boardman Company (the "Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and in Exhibit D thereto this _____ day of 19____, and certifies that the Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement.

The Lessee confirms that the Commencement Date of the Agreement is _____, 1983, and it will commence payments in accordance with Article VI of the Agreement.

Attest:

LESSEE:

By _____

By _____

Title:

Name:
Title:

City Agreement No. 84037

EXHIBIT D

DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Equipment Agreement is as follows:

1000 GPM 2 Stage Boardman Model F-21,000-S.B. Fire Department Pumper. Boardman S/N F-2559 with 750 Gallon Water Tank. UAFH Body Style. Mounted on and including 1983 Ford C-800 Tilt Cab and Chassis S/N 1FDPC80K9DVA38269.

The Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment," as defined in the attached Equipment Agreement.

THE NATOMAS FIRE PROTECTION DISTRICT

By Lloyd G. McKinney

Name:

Title:

Chief

City Agreement No. 84037

SCHEDULE OF PAYMENTS

Lessee: Natomas Fire Protection District
 Natomas, California

Date of Agreement: December 1, 1983

Annual Payment Schedule

Due Date	Total Rental Payment	Amount Attributable To Principal	Amount Attributable To Interest	Purchase Price After Rental Payment Due This Date Has Been Made
Commencement Date	\$16,362.63	\$16,362.63	0.0	\$53,597.37
First Anniversary	16,362.63	11,806.86	\$4,555.77	41,790.51
Second Anniversary	16,362.63	12,810.44	3,552.19	28,980.07
Third Anniversary	16,362.63	13,899.33	2,463.60	15,080.74
Fourth Anniversary	16,362.63	15,079.74	1,282.89	1.00

\$ 6545052 remaining

EXHIBIT F

AUTHORIZATION AND DIRECTION

The Boardman Co., a Delaware corporation, the Lessor under the Equipment Agreement dated as of December 1, 1983, between the Lessor and Natomas California Fire Protection District (the "Lessee"), has assigned its rights and interest in and to the Equipment Agreement to South Side National Bank (the "Assignee"), pursuant to an Assignment and Security Agreement dated as of December 1, 1983.

The Lessee hereby is authorized and directed to make all Rental Payments, any payment of the Purchase Price and any other amounts payable under said Equipment Agreement directly to the Assignee at 3606 Gravois, St. Louis, MO 63116, Attention: Loan Department.

THE BOARDMAN CO.

By _____

Name:

Title:

Attest:

Title:

The Lessee hereby acknowledges receipt of the notice of the assignment by the Lessor to the Assignee and accepts this authorization and direction.

(LESSEE)

By Myron E. Cross

Name:

Title:

(SEAL)

Attest:

Title:

City Agreement No. 84057

RESOLUTION NO. 84-747

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

AUG 28 1984

A RESOLUTION APPROVING THE AGREEMENT, AND RELATED DOCUMENTS, BETWEEN THE CITY OF SACRAMENTO AND THE NATOMAS FIRE PROTECTION DISTRICT PROVIDING FOR FIRE PROTECTION SERVICES

The attached agreement between the City of Sacramento and the Natomas Fire Protection District, providing for fire protection services to be furnished to the District by the City, together with Addendum #1 to the 1984-87 Fire Department Agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522, AFL-CIO, and the Supplemental Agreement with Stationary Engineers, Local 39, providing for the terms and conditions of City employment of District employees, are approved. The City Manager is authorized to execute said agreements together with any other related required documents.

ANNE RUDIN
MAYOR

ATTEST:

LORRAINE MAGANA
CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 84-747

AUG 31 1984

DATE CERTIFIED
Cornie R. Peterson
CITY CLERK, CITY OF SACRAMENTO

~~City Clerk's Copy~~

Done ATTACHMENT 2

AMENDMENT #1

TO CITY AGREEMENT #84-37

BETWEEN THE CITY OF SACRAMENTO AND

THE NATOMAS FIRE PROTECTION DISTRICT

This First Amendment is made as of June 21, 1994, by and between the CITY OF SACRAMENTO ("City") and the NATOMAS FIRE PROTECTION DISTRICT ("District").

1. Section 5, subsection b of City Agreement 84-37 is hereby amended to read:

5. District Obligations

b. Payment to City

For each City fiscal year during the term of this Agreement, District shall pay to City one hundred percent (100%) of the revenues (including rollover and contingencies) received by the District for that fiscal year less necessary expenditures. The determination of each year's necessary expenditures shall be made by the Board of Supervisors acting as the Board of Directors of the Natomas Fire Protection District and an approved budget adopted June 30 preceding the fiscal year for which payment is to be made. It is anticipated that necessary expenditures will include, but not be limited to, property tax collection costs, audit costs and County Executive administration costs. Any increase over 1993-94 expenditures shall require City approval which shall not be unreasonably withheld. Any dispute over a proposed budget expenditure may be submitted to final and binding arbitration. The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association. The payment shall be made fifty percent (50%) by each January 15 and fifty percent (50%) by each June 30. Additionally, ninety percent (90%) of any District fund balances as of June 30, 1994 and every June 30 thereafter, shall be paid to City. Such payment shall be made by September 30 each year.

For example, if total revenues received by the District for 1993-94 were \$800,000 and necessary expenditures were \$30,000, then payment to the City for 1993-94 would be \$770,000 (\$800,000 - \$30,000).

In no event shall the payment calculated in accordance with this paragraph exceed the District's appropriation limitation specified by Article XIIIIB of the California Constitution. Provided, however, that the City shall be furnished with and have the right to approve appropriation limitation calculations prior to alteration of the formula calculation specified by this

City Agreement No. 84-037-1

~~City Clerk's Copy~~

CITY AGREEMENT NO. 84-037-3

NF-0031

6-21-94

129 of 149
H103
84-037-

RESOLUTION NO. 94-456

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF JUL 19 1994

A RESOLUTION APPROVING AMENDMENTS TO
THE FRUITRIDGE FIRE PROTECTION DISTRICT AGREEMENT
AND THE NATOMAS FIRE PROTECTION DISTRICT AGREEMENT

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

The City Manager is authorized to execute the amendments to the Fruitridge and Natomas Fire Protection Districts' Agreements, changing the method for calculating the Districts' annual payments to the City.

JOE SERNA, JR.
MAYOR

VALERIE BURROWES
CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 94-456

JUL 25 1994
DATE CERTIFIED
Valerie A. Burrowes
CITY CLERK CITY OF SACRAMENTO

FOR CITY CLERK USE ONLY

CITY AGREEMENT NO. 84-037-3
City Agreement No. 84-037-1

RESOLUTION NO.: 94-456
DATE ADOPTED: JUL 19 1994
131 of 149

CITY CLERK'S COPY

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into this 22nd day of June, 2004, by and between the City of Sacramento, a chartered city of the State of California (hereafter "City") and the Natomas Fire Protection District, a dependent fire district created under the laws of the State of California (hereafter "District").

RECITALS

A. WHEREAS, City and District entered into an agreement in August, 1984, for the City to provide fire protection services within the District (City Agreement No. 84-037, attached hereto as Attachment 1); and

B. WHEREAS, City and District agree that the contractual arrangement has been mutually beneficial and has proven to be an efficient and effective way to provide fire protection services within the District; and

C. WHEREAS, the term of the 1984 agreement expires on June 30, 2004; and

D. WHEREAS, the City and District desire to continue the contractual relationship between the City and the District.

NOW, THEREFORE, the parties agree as follows:

1. The term of the August, 1984, agreement for the City to provide fire protection services within the District is extended for two additional years. The term shall expire on June 30, 2006.

2. All other terms and provisions of the August, 1984, agreement shall remain in full force and effect.

CITY
AGREEMENT NO. 84-037-2

CITY
AGREEMENT NO. 84-037-2

CITY
AGREEMENT NO. 84-037-3 132 of 149

CITY CLERK'S COPY

CITY OF SACRAMENTO, a municipal corporation

By *Robert P. Thomas*
Robert P. Thomas
City Manager

By *Terry Schutten*
Terry Schutten
County Executive

ATTEST:

D. Concolino
CITY CLERK

APPROVED AS TO FORM:

Diane B. Baker
SENIOR DEPUTY CITY ATTORNEY



Cheryl J. Turner
CLERK OF THE BOARD

APPROVED AS TO FORM:

[Signature]
COUNTY COUNSEL

CITY AGREEMENT NO. 84-037-2

CITY AGREEMENT NO. 84-037-2

CITY AGREEMENT NO. 84-037-3 133 of 149

RESOLUTION NO. NF-0037

A RESOLUTION AUTHORIZING THE CITY MANAGER AND COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE AGREEMENT TO PROVIDE FIRE PROTECTION SERVICE WITHIN THE NATOMAS FIRE PROTECTION DISTRICT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NATOMAS FIRE PROTECTION DISTRICT THAT:

The City Manager and County Executive or their designees are hereby authorized to execute an amendment to the agreement to provide fire protection service within the Natomas Fire Protection District.

On a motion by Director Dickinson, seconded by Director Niello, the foregoing resolution was passed and adopted by the Board of Directors of the Natomas Fire Protection District, this 2nd day of June, 2004 with the following vote, to wit:

- AYES: Directors Dickinson, Niello, Nottoli, Johnson
- NOES: Directors None
- ABSENT: Directors Collin

Muriel P. Johnson
Chair, Board of Directors of
Natomas Fire Protection District



Cathy H. Turner
Clerk, Board of Directors

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman on 6-22-04

By: *Faye Romo*
Deputy Clerk, Board of Directors

FILED

JUN 22 2004

BOARD OF DIRECTORS
Cathy H. Turner
Clerk of the Board

The foregoing is a correct copy of a resolution adopted by the Board of Directors, Sacramento County, California

On June 22 2004

Dated June 22 2004
Clerk of Said Board of Directors

By Faye Romo
Deputy Clerk

CITY AGREEMENT NO. 84-037134 of 149

RESOLUTION NO. 2004-493

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF JUN 22 2004

A RESOLUTION AUTHORIZING THE CITY MANAGER AND COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT TO PROVIDE FIRE PROTECTION SERVICE WITHIN THE NATOMAS FIRE PROTECTION DISTRICT

CERTIFIED AS TRUE COPY
OF Resolution 2004-493
DATE CERTIFIED July 13, 2004
S. Concolino
CITY CLERK, CITY OF SACRAMENTO

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

The City Manager and County Executive for their designees are hereby authorized to execute an agreement to provide fire protection service within the Natomas Fire Protection District.

MAYOR

HEATHER FARGO

ATTEST:

SHIRLEY CONCOLINO

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO: 2004-493

DATE APPROVED: JUN 22 2004

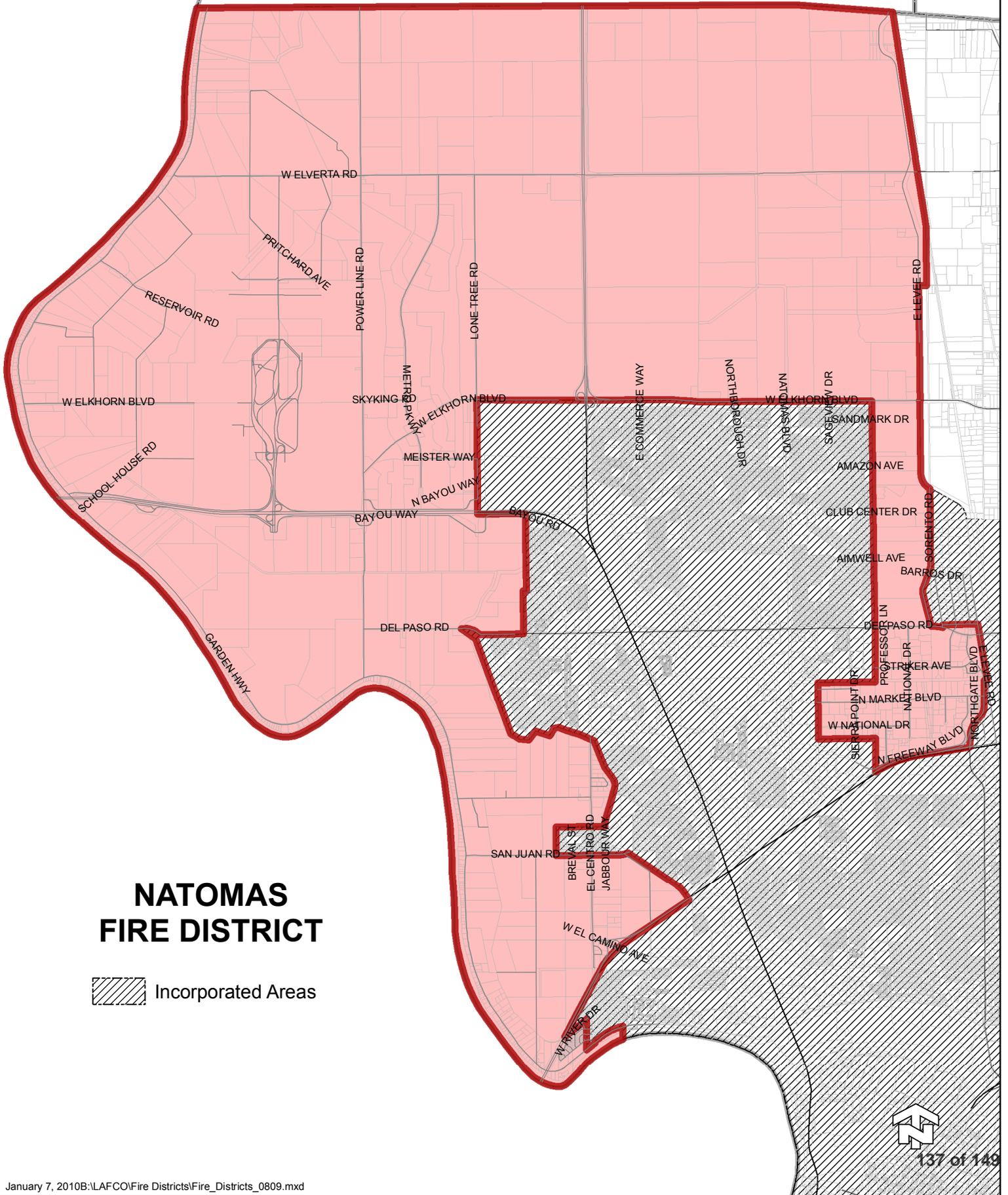
CITY AGREEMENT NO. 84-037-2

CITY AGREEMENT NO. 84-037-3

Attachment B to Agreement

Map of Natomas Fire District Service Area

ATTACHMENT B



Attachment C to Agreement
City lease with Reclamation District 1000

First Amendment to Lease of Premises at
7208 West Elkhorn Boulevard for Fire Station #3

This First Amendment is made and entered into on April 7, 2011, by and between the RECLAMATION DISTRICT NO. 1000, a political subdivision of the State of California ("Lessor") and the CITY OF SACRAMENTO, a municipal corporation ("Lessee"), and

WHEREAS, Lessor and Lessee previously entered into a Lease ("Lease"), dated February 21, 2007, and identified as City Agreement No. 2007-0151; and

WHEREAS, Lessor and Lessee now desire to amend the Lease to (i) extend the expiration date and (ii) provide for a step increase in rent.

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. The term of this Lease shall be extended three (3) years from the current expiration date of March 12, 2011. The new expiration date will be March 12, 2014 ("Termination Date").
2. Quarterly rent from March 13, 2011 through March 12, 2014 will be Four Thousand Three Hundred Sixty Two Dollars and Seventy One Cents (\$4,362.71).
3. Except as otherwise set forth in this First Amendment, the terms and conditions of the Lease shall remain the same.
4. Lessor warrants and represents that the person or persons executing this First Amendment on behalf of Lessor has or have been duly authorized by Lessor to sign this First Amendment and bind Lessor to the terms hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment on the date hereinabove first written.

LESSOR:
RECLAMATION DISTRICT NO. 1000
a political subdivision of the State of
California

By: Paul Devereux
Paul Devereux, General Manager

By: Terrie Figueroa
Terrie Figueroa, District Secretary

LESSEE:
CITY OF SACRAMENTO,
a municipal corporation

By: Patti Bisharat
Patti Bisharat, Assistant City Manager
For: William H. Edgar, City Manager, May 2, 2011

Approved as to form:
By: Gerald C. Hicks
Gerald C. Hicks, Supervising Deputy
City Attorney

Attest:
By: S. Mizuno 5.9.11
ASST City Clerk



*2007-0151-1
Title: Fire Station #3
With: Reclamation District 1000
Authorization: Ordinance 99-024

LEASE OF PREMISES

AT

7208 WEST ELKHORN BOULEVARD

FOR FIRE STATION NO. 3

THIS LEASE, executed in quadruplicate at Sacramento, California is executed for convenience on Feb. 21, 2007, between RECLAMATION DISTRICT NO. 1000, a political subdivision of the State of California hereinafter called "Lessor" and the CITY OF SACRAMENTO, a municipal corporation, hereinafter called "Lessee".

The parties hereto agree as follows:

1. DESCRIPTION OF THE PREMISES: Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises situated in the County of Sacramento, State of California, more particularly described as:

Sacramento County Assessor's Parcel Number 201-0270-028-0000

The Easterly 140 feet of that portion of Lot 74 of Natomas Elkhorn Subdivision particularly described as follows:

Beginning at a point in the northerly boundary line of Lot 74, as the said lot is delineated and so designated on that certain map entitled "Natomas Elkhorn Subdivision", filed in the office of the County Recorder of the said County of Sacramento in Book 15 of Maps at Page 42, the said point being located N. 89° 57 ½' W. 15.00 feet from the northeasterly corner of said Lot 74, said point being also the northwesterly corner of the 0.125 acre tract of land described in that certain deed dated the 24th day of October, 1945, from Natomas Company to Harvie A. Brookins and Dora A. Brookins and recorded in Book 1184 at Page 26, Official Records of

CITY
AGREEMENT NO. 2007-0151

Sacramento County; running thence along the northerly boundary line of said Lot 74 N. 89° 57 ½' W. 572.68 feet to the northeasterly corner of the 13.41-acre tract of land described in that certain deed dated the 14th day of June, 1943, from Natomas Company to Joe F. Rosa and Margarida da C. Rosa and recorded in Book 1006 at Page 357, Official Records of Sacramento County; thence along the easterly boundary line of said 13.41-acre tract S. 10°47 ½ E. 368.06 feet to the southeasterly corner thereof; said corner being in the southerly boundary line of said Lot 74; thence along the southerly boundary line of said Lot 74 S. 89°57 ½ E. 503.76 feet to the southwesterly corner of the above mentioned 0.125-acre tract; and thence along the westerly boundary line of said 0.125-acre tract North 361.50 feet to the point of beginning; containing 4.465 acres, more or less, and including all buildings and improvements.

Subject, however, to all rights of way and other rights reserved or indicated on the said map; and

Subject, also, to a right of way for highway purposes along the entire northerly side of said Lot 74, heretofore conveyed to the said County of Sacramento.

Said parcel of real property, with the improvements located thereon, is commonly known as "Camp 8" at 7208 Elkhorn Boulevard. Said premises are hereinafter referred to as the leased property or premises and are outlined on a plat attached hereto as Exhibit "A" and made a part hereof.

2. RESERVATION OF RIGHTS: Lessor reserves and retains all oil, gas and mineral rights in and to the property leased. Should the property be tested or exploited for any of these hydrocarbons or minerals the right is reserved to Lessor to place such wells or facilities on the leased property as may be necessary so long as they do not interfere with the use being made of the property by the Lessee.

3. TERM:

(a) Initial term. The initial term of this lease shall be for five (5) years, hereinafter called the "lease term", commencing on March 13, 2006 and expiring March 12, 2011.

(b) Option to renew. Lessee shall have an option to renew this lease upon the same terms and conditions, except for the renewal period rent which is governed by section 5, for an additional three (3) year period, commencing March 13, 2011. Lessee shall give Lessor notice of intention to exercise its option to renew on or before March 12, 2010. Provided, however, that for a period of thirty (30) days from the date that Lessee gives notice of intention to renew, Lessor shall have the right to give Lessee notice that Lessor refuses to renew the lease. All notices given under this section shall be in conformity with section 18.

4. EARLY POSSESSION: Lessee is in possession of the premises pursuant to prior leases from Lessor. Lessor is the owner of all improvements located upon the premises as of March 13, 1989. Any fixtures installed by Lessee or Lessee's predecessor from and after March 13, 1989 shall be governed by the provisions of Paragraph 10 hereof.

5. RENT: Lessee agrees to and shall pay to Lessor rent for the leased premises, at 1633 Garden Highway, Sacramento, CA 95833 or at such other place that Lessor shall designate from time to time in writing. Said payments shall be made quarterly, in advance of March 15th, June 15th, September 15th and December 15th each year of the term or extended term hereof. The quarterly rental rate shall be Four Thousand Ninety-Five Dollars (\$4,095.00). Should this lease be renewed pursuant to section 3, the rental rate shall be adjusted upward or downward by the percentage increase or decrease in the U.S. Department of Labor Consumer Price Index for the San Francisco/Oakland Urban Area, all goods/all consumers (1982 = 100), or such replacement index as most nearly matches such index should publication of such index be cancelled, using the index published most nearest in point of time prior to the commencement of a lease year as a base index.

6. USE: The premises are leased to the Lessee for purpose of providing offices, storage, living quarters, and parking space for vehicles for the Fire Department of the City of Sacramento and for uses normally incident thereto and for no other purposes without the prior consent of Lessor.

7. UTILITIES: Lessee shall during the term hereof pay all charges for gas, electricity, water, sewage and other utility services, including telephones provided to the premises and for the removal of garbage and refuse therefrom. Lessee agrees to and shall at its sole expense provide maintenance service for the leased premises and parking areas.

8. CONDITION AND MAINTENANCE OF PREMISES:

(a) By taking possession of the premises, Lessee accepts the premises as is and as satisfactory to Lessee. Lessor makes no representation or warranty concerning the condition of premises, or its suitability for Lessee's anticipated use. Lessee has ascertained the condition of the premises through its independent investigation and relies solely on such independent investigation in making this lease.

(b) Lessee shall maintain the premises in safe and sanitary order, condition and repair during the term of this lease and shall return the premises at the end of the term in the condition in which possession of the premises was delivered to Lessee, reasonable wear and tear excepted.

9. WASTE, NUISANCE, UNLAWFUL ACTS PROHIBITED: Lessee shall not commit, or suffer to be committed any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

10. FIXTURES: Lessee shall submit plans and approval and have written consent from Lessor prior to affixing and installing any fixtures in, or on the leased

premises. Said fixtures shall be installed at the sole expense of the Lessee. Any such fixtures, equipment, and other property installed in or affixed to or on the leased premises shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all such fixtures, equipment and other property, provided, however, that any such fixtures, equipment, or property not removed from the premises thirty (30) days after expiration or sooner termination of the term hereof shall be deemed to have been abandoned by Lessee and shall thereupon become the absolute property of Lessor without compensation to Lessee. Lessor agrees that it shall not mortgage or pledge any such fixtures, equipment, or other property of Lessee at the premises.

11. INDEMNIFICATION: Lessee agrees to indemnify, save harmless, and defend Lessor against any and all claims arising from actions or omissions of Lessee, its contractors, licensees, agents or employees arising out of any accident, injury or damage whatsoever caused to any person or property occurring in, on or about the leased premises or any part of them, and from and against any costs, expenses (including attorney fees) and liabilities incurred in or in connection with any such claim or proceeding brought thereon. Lessor agrees to indemnify, save harmless, and defend Lessee against any and all claims arising from acts or omissions of Lessor, its contractors, licenses, agents or employees arising out of any accident, injury or damage whatsoever caused to any person or property occurring in, on or about the premises or any part of them, and from and against any costs, expenses (including attorney fees) and liabilities incurred in or in connection with any such claim or proceeding brought thereon.

12. ASSIGNMENT AND SUBLETTING: Lessee shall neither assign this lease nor sublet the leased premises without first obtaining the written consent of Lessor to do so, provided; however, that Lessor shall not arbitrarily or unreasonably refuse to grant its consent to such assignment or subletting, and provided further that a consent to one assignment or subletting by Lessor shall not be deemed a consent to any subsequent assignments or subletting. Any assignment or subletting without the consent of Lessor shall be void and shall, at the option of Lessor, terminate this lease.

13. COMPLIANCE WITH LAWS: Lessee shall comply promptly with all federal, state and municipal statutes and ordinances, and with all regulations, orders, and directives or appropriate governmental agencies, such statutes, ordinances, regulation, orders and directives as they now exist or may hereafter provide concerning the use and safety of the leased premises, and, at its sole expense, make any repairs, changes, or modifications in, on, or to the leased premise required by any of the foregoing.

14. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties relating thereto. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution hereof are conclusively deemed to be superseded hereby, provided, however, that this lease may in the future be altered by written agreement of the parties or by an executed oral agreement and not otherwise.

15. LESSOR'S RIGHT OR ENTRY: It is understood and agreed by the parties hereto that Lessor reserves and shall have the right by itself or by its agents or employees to enter on the leased premises at any and all reasonable times to inspect the leased premises.

16. CONDITION: Each term of this lease shall constitute a condition.

17. HEADINGS: Headings shall not limit or affect any paragraph of this lease.

18. NOTICES AND DEMANDS:

(a) Except as otherwise in this lease specifically provided, all notices and demands herein required to be given by Lessor to Lessee or Lessee to Lessor shall be in writing and delivered in person or by registered or certified mail or by facsimile telecopier.

(b) Notices and demands delivered to Lessor by mail or facsimile telecopier shall be addressed to it at the following address:

Reclamation District No. 1000
1633 Garden Highway
Sacramento, CA 95833
Attn: District Engineer

(c) Notices and demands delivered to Lessee by mail or facsimile telecopier shall be addressed to it at the following address:

City of Sacramento
Facilities & Real Property Management
5730 24th Street, Bldg. 4
Sacramento, CA 95822
Attn: Facilities Manager

(d) When notice is given by mail it shall be deemed to have been given when deposited in the United States mail with the appropriate postage prepaid, in the normal and usual method employed by the party giving the notice, for deposit of mail.

19. BINDING ON SUCCESSORS: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

20. RECORDING AGREEMENT: Lessee agrees that Lessor may at its own expense record an executed copy of this lease in the Official Records of Sacramento County, State of California.

21. TERMINATION: If at any time during the lease term or any renewal

period, a court of competent jurisdiction should determine that Lessor is not authorized by law to lease the premises for the uses authorized herein, this lease shall automatically terminate and thereafter, Lessor and Lessee shall each be relieved of their respective duties and liabilities under the terms of this lease.

22. CONDEMNATION: In the event any entity with the power of eminent domain shall take the premises, or any part thereof, by actually using the power of eminent domain or by negotiation under the threat of the use of the power of eminent domain, then:

(a) In the event of taking of the entire premises, the lease shall be terminated when title passes to the condemnor or when possession is obtained by the condemnor, whichever shall first occur; or

(b) In the event of a taking of less than fifty (50) percent of the area of the premises, the rent shall be reduced in the same proportion as the area taken bears to the remainder and the lease shall continue in full force and effect; or

(c) In the event of a taking of fifty (50) percent or more of the area of the premises, the rent shall be reduced in the same proportion as the area taken bears to the remainder and the lease shall continue in full force and effect, unless within ten (10) days of the date of the condemnor takes possession or within ten (10) days of the date that legal title vests in the condemnor, whichever is sooner, Lessee shall give written notice of termination of the lease. Such notice of termination shall specify a time not to exceed thirty (30) days for termination.

(d) In the event the rent is reduced under (b) or (c) above, it shall be reduced effective as of the date the condemnor actually takes possession or the date legal title vests in the condemnor, whichever shall first occur.

23. ATTORNEY'S FEES: If any party to this lease shall bring any action to enforce this lease or for a declaration of rights or duties pursuant to this lease, the losing party in such action shall pay the costs and reasonable attorney fees incurred by the prevailing party.

IN WITNESS WHEREOF, this lease was executed by the parties thereto on the date set forth above.

Lessor:

RECLAMATION DISTRICT NO. 1000
A political subdivision of the State of California

Date: _____

By: Paul Devereux
Paul Devereux, General Manager

By: Terrie Figueroa
Terrie Figueroa, District Secretary

Lessee:

CITY OF SACRAMENTO,
A municipal corporation

Date: _____

By: Marty Hanneman
Marty Hanneman,
Assistant City Manager
For: Ray Kerridge,
City Manager

APPROVED AS TO FORM:

CITY
AGREEMENT NO. 2007-0151

CITY
AGREEMENT NO. 2007-0151

Gerald C. Hicks

Gerald C. Hicks

Senior Deputy City Attorney

ATTEST:

Dawn Bullwinkel

Dawn City Clerk

2-23-07

CITY
AGREEMENT NO. 2007-0151

CITY
AGREEMENT NO. 2007-0151