



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

D'Elman Clark  
Board President  
Division 6

Grant Goold  
Board Vice President  
Division 2

Ted Wood  
Board Secretary  
Division 4

Cinthia Saylor  
Board Member  
Division 1

Robert Webber  
Board Member  
Division 3

Jennifer Sheetz  
Board Member  
Division 5

Brian Rice  
Board Member  
Division 7

Gay Jones  
Board Member  
Division 8

John Costa  
Board Member  
Division 9

## BOARD OF DIRECTORS - REGULAR MEETING AGENDA

Thursday, December 14, 2023 – 6:00 PM

Sacramento Metropolitan Fire District

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

Remotely Via Zoom

Webinar ID: 827 3461 0232 #

Passcode: metro2101

Phone: 1 (669) 444-9171 or 1 (669) 900 6833

Passcode: 838771796 #

<https://us06web.zoom.us/j/82734610232?pwd=SFILQ1Znd25RSmlhdXZVQVh4d1VWZz09>

*The mission of the Sacramento Metropolitan Fire District is to provide professional and compassionate protection, education and service to our community.*

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. To view the meeting via the Zoom Application, please click on the link above.

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

Marni Rittburg

Board Clerk

(916) 859-4305

[rittburg.marni@metrofire.ca.gov](mailto:rittburg.marni@metrofire.ca.gov)

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



# Sacramento Metropolitan Fire District

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

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REGULAR BOARD MEETING

THURSDAY, DECEMBER 14, 2023

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

## METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is also webcast at metro14live.saccounty.gov. Today's meeting replays at 2:00 p.m. on Saturday, December 17, 2023 and again at 6:00 p.m. on Monday, December 18, 2023 on Channel 14. This meeting can also be viewed at youtube.com/metrocable14.

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

*The Board of Directors of the Sacramento Metropolitan Fire District appreciates and encourages public interest and welcomes questions and opinions at its meetings. Public members wishing to address the Board are requested to first be recognized by the presiding officer and identify themselves for the record. The presiding officer may, in the interest of time and good order, limit the number of public member presentations. Speakers' comments will be limited to three (3) minutes (Per Section 31 of the Board of Directors Policies and Procedures).*

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

## CONSENT ITEMS:

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

## CONSENT ITEMS

Page No.

- |   |    |
|---|----|
| 1. Action Summary Minutes   | 7  |
| <b>Recommendation:</b> Approve the Action Summary Minutes for the Regular Board Meetings of October 26, 2023 and November 9, 2023.          |    |
| 2. 2024 Schedule of Regular and Committee Board Meetings  | 25 |
| <b>Recommendation:</b> Approve the 2024 schedule of regular and committee board meetings and cancel meetings that fall on or near holidays. |    |



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REGULAR BOARD MEETING

THURSDAY, DECEMBER 14, 2023

- |  |  |           |
|--|--|-----------|
| 3.   | <b>Adopt Resolution – Sale of Real Property – Oak Avenue, Orangevale</b>                     | <b>27</b> |
| <b>Recommendation:</b> Adopt Resolution authorizing the Fire Chief or his designee to affect the sale of the Property to the offeror.  |  |           |
| 4.   | <b>New Board Policy – Standards of Cover Policy</b>  | <b>29</b> |
| <b>Recommendation:</b> Adopt the Standards of Cover Policy (Board Policy 01.021.01).   |  |           |
| 5.   | <b>Contract Amendment with Amentum Services Inc. for Aircraft Maintenance Services</b>       | <b>35</b> |
| <b>Recommendation:</b> Authorize the Fire Chief to execute the contract amendment for Aircraft Maintenance Services with Amentum Services Inc.   |  |           |
| 6.   | <b>Adopt Resolution – Contract Award – Owner Advisor (Zinfandel Phase 3 Buildout Project</b> | <b>40</b> |
| <b>Recommendation:</b> Adopt the Resolution approving a contract award to Benham Design, LLC and authorize the Fire Chief or his designee to execute and administer an agreement materially similar to the attached agreement. |  |           |

### PRESENTATION ITEMS:

- |  |   |           |
|--|---|-----------|
| 1.   | <b>Metro Fire Peer Support Canine Program</b> | <b>**</b> |
| <i>(AC Greene)</i>   |   |           |
| <b>Recommendation:</b> Receive presentation.                     |   |           |
| 2.   | <b>5 Years of Service to Director Saylors</b> | <b>**</b> |
| <i>(Chief House)</i>   |   |           |
| <b>Recommendation:</b> Receive presentation, no action required. |   |           |

### ACTION ITEMS:

- |   |   |           |
|---|---|-----------|
| 1.  | <b>Adopt Resolution – Response Standards and Service Level Objectives</b> | <b>60</b> |
| <i>(Chief Development Officer Jeff Frye &amp; GIS Data Analyst Jake Whealen)</i>  |   |           |
| <b>Recommendation:</b> Adopt the Resolution approving the Response Standards and Service Level Objectives.  |   |           |
| 2.  | <b>Adopt Resolution – Labor Negotiations – Side Letters</b>               | <b>69</b> |
| <i>(DC Bailey)</i>  |   |           |
| <b>Recommendation:</b> Adopt the Resolution approving the Side Letters between Sacramento Metropolitan Fire District and Local 522, I.A.F.F. (AFL-CIO). |   |           |



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REGULAR BOARD MEETING

THURSDAY, DECEMBER 14, 2023

**3. Adopt Resolution – Senior Safety Management and Safety Management Employees 80**

*(General Counsel Lavra)*

**Recommendation:** Adopt the Resolution approving the amendment establishing compensation and benefits for Senior Safety Management and Safety Management Employees.

**4. Election of Board Officers 95**

*(Board Clerk Rittburg)*

**Recommendation:** Nominate and elect members of the Board to serve as:

a) President, b) Vice President and c) Secretary for one (1) year terms to commence January 1, 2024.

**5. Disability Retirement – Anthony Benelisha \*\***

*(DC Bailey)*

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Firefighter Anthony Benelisha has suffered job related injuries and is eligible for a Disability Retirement.

### REPORTS:

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

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

**OPERATIONS REPORT** — *(Deputy Chief Mitchell)*

**ADMINISTRATIVE REPORT** — *(Deputy Chief Bailey)*

**SUPPORT SERVICES REPORT** — *(Deputy Chief Wagaman)*

**3. SMFD – FIREFIGHTERS LOCAL 522 REPORT – (BC Matt Cole, Local 522 Vice President)**

**4. COMMITTEE AND DELEGATE REPORTS**

*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*

**A. Executive Committee – (President Clark)**  
Next Meeting: TBD

**B. Communications Center JPA – (AC Greene)**  
Next Meeting: December 26, 2023 at 9:00 AM

**C. Finance and Audit Committee – (Director Wood)**  
Met Today: January 25, 2024 at 5:00 PM



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REGULAR BOARD MEETING

THURSDAY, DECEMBER 14, 2023

- D. **Policy Committee – (Director Costa)**  
Next Meeting: February 8, 2023

### BOARD MEMBER QUESTIONS AND COMMENTS

#### CLOSED SESSION:

The Board will convene in closed session to meet on the following matters:

1. **PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (A) – ONE (1) MATTER MATTERS OF INDUSTRIAL DISABILITY RETIREMENT:**  
Anthony Benelisha and the Sacramento Metropolitan Fire District  
Disability Retirement – Ty Bailey – Deputy Chief
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): Two cases**  
Claim Against Public Entity Pursuant to Government Code Section 910  
Jesse Cisneros v. Sacramento Metropolitan Fire District  
Deputy Chief Bailey
3. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**  
Decision Whether to Initiate Litigation pursuant to California Government Code 54956.9 (c).  
Discussion whether to approve initiation of Petition/Complaint for Restraining Order under Code of Civil Procedure section 527.6.  
General Counsel John Lavra

### CLOSED SESSION REPORT OUT

### ADJOURNMENT

#### NEXT BOARD MEETING(S):

*Unless specified differently, all meetings of the Board are held at Sacramento Metropolitan Fire District at 10545 Armstrong Avenue, Mather, CA*

- Regular Board Meeting – January 11, 2023 at 6:00 PM



## Sacramento Metropolitan Fire District

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

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REGULAR BOARD MEETING

THURSDAY, DECEMBER 14, 2023

Posted on December 11, 2023 by 4:30 p.m.

*Marni Rittburg*

Marni Rittburg, CMC, CPMC

Clerk of the Board

\*\* No written report

\*\* **PDF** Separate Attachment

### DISABILITY INFORMATION:

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



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, October 26, 2023

Held at the following locations:

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

### CALL TO ORDER

The meeting was called to order at 6:00 pm by President Clark. Board members present: Clark, Costa, Goold, Jones, Sailors, Sheetz, Webber and Wood. Board members absent: Rice. Staff present: Chief House and Board Clerk Rittburg.

### PUBLIC COMMENTS

Public comments were not received.

### CONSENT ITEMS

**Action:** Moved by Director Webber, seconded by Wood, and carried unanimously by members present to adopt the consent calendar as amended:

**1. Action Summary Minutes**

**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meeting of September 28, 2023.

**Action:** Approved the Action Summary Minutes

**2. New Board Policy – Meal and Refreshment Policy**

**Recommendation:** Approve the Meal and Refreshment Policy for implementation.

**Action:** Approved the Meal and Refreshment Policy for implementation.

**3. Adopt Resolution – Voluntary Rate Range Program (VRRP) Intergovernmental Transfer (IGT) Program from January 1, 2022 through December 31, 2022.**

**Recommendation:** Adopt Resolution reauthorizing the Fire Chief to enter into necessary agreements with DHCS to participate in the VRRP IGT covering the period of January 1, 2022 through December 31, 2022.

**Action:** Adopted **Resolution 2023-071** reauthorizing the Fire Chief to enter into necessary agreements with DHCS to participate in the VRRP IGT covering the period of January 1, 2022 through December 31, 2022.

- This item was pulled from the agenda – no action was taken
4. **Adopt Resolution – Contract Award – Owner Advisor for Zinfandel Phase 3 Buildout Project.**  
**Recommendation:** Adopt Resolution approving the Request for Exception to Formal Solicitation Process and award a contract to Abercrombie Planning+Design.
5. **Adopt Resolution – Surplus Vehicle Designation**  
**Recommendation:** Adopt Resolution designating the vehicles listed as surplus.  
**Action:** Adopted **Resolution 2023-072** designating the vehicles listed as surplus.
6. **Purchase Approval – Six (6) Ambulance Remounts**  
**Recommendation:** Approve the remounting of these six (6) Ambulances by Leader Industries.  
**Action:** Approved the remounting of six (6) Ambulances by Leader Industries.

## **PRESENTATION ITEMS**

1. **Fiscal Year 2024-25 Pension Plan Actuarial Valuations by the California Public Employees' Retirement System**  
(CFO Dave O'Toole)  
**Recommendation:** Receive presentation and accept the assessed actuarial report.  
**Action:** Presentation received; accepted the assessed actuarial report.
2. **Standards of Cover Presentation**  
(Chief Development Officer Jeff Frye & GIS Data Analyst Jake Whealen)  
**Recommendation:** Receive presentation.  
**Action:** Presentation received.

## **ACTION ITEMS**

1. **Adopt Resolution – Acquisition of Real Property – Grantline 220 Future Fire Station Site**  
(Administrative Analyst Erin Castleberry)  
**Recommendation:** Authorize the Fire Chief or his designee to affect the acquisition of real property for a future fire station site in the Grantline 220 project area.  
**Action:** Moved by Director Wood, seconded by Jones, and carried unanimously by members present to Adopt **Resolution 2023-073** authorizing the Acquisition of Real Property for future Fire Station in the Grantline 220 Project Area.

## **REPORTS**

### **1. PRESIDENT'S REPORT - (*President Clark*)**

No Report

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

#### **1. Members**

- a. Thank you to everyone who had a part in planning and assisting with the Transfer of Command Ceremony. It took a lot of work by many members, divisions, and regional partners, and your efforts did not go unnoticed. The ceremony was beyond perfect and a true testament to who we are as a department. I am honored to serve alongside each of you and am grateful for the support from those in attendance.
- b. E25 B-Shift
  - i. Captain Greg Lynch
  - ii. Engineer Cody Burdette
  - iii. Firefighter Michael Christenson

Captain Lynch is the VP of the Metro FF Association & Engineer Burdette is the Secretary. They are working on a retirement dinner to recognize recent retirees and individuals who retired during the COVID pandemic. It is a huge undertaking with upwards of 300 guests if all retirees attend. This is a great example of the crew's selflessness and understanding of the importance of recognizing retirees' years of service and commitment to the District and community. Thank you for ensuring that our members receive the recognition they deserve.

#### **2. Reassignment(s)**

- a. Congratulations to Captain Chris Kellogg for being selected to fill the EMS Day Captain assignment effective October 22.

#### **3. Recruitment(s)**

The District is accepting:

- a. Letters of Interest for the position of Chief Pilot in the Air Operations Division with a final filing date of November 17, by 4:00 PM.

Congratulations to the following personnel who were selected as Public Information Officer (PIO) Relief:

- i. Captain Anthony Glenn
- ii. Captain Mark Nunez
- iii. Captain Andrew Whaley

#### **4. Meetings**

- a. Chiefs Mitchell, Wagaman, Lozano, and I attended the CalChiefs Annual conference last week in Ontario.
- b. Seven (7) staff members and Director Webber attended the Citrus Heights State of the City Address.
- c. There was a great turnout at the Rio Linda/Elverta Park District Fundraising Event for Restoration of Fire Truck #2.
- d. Metro Fire staff and representatives from the City of Citrus Heights met this week for our quarterly 2x2 meeting. Topics of discussion:
  - i. Year-to-date city statistics, including Fourth of July
  - ii. Recent community relations events within the City
  - iii. Standards of Cover Update
- e. Labor-Management Collaboration Meeting yesterday.
- f. Sacramento County Fire Chiefs Association Meeting.

### **OPERATIONS REPORT – (*Deputy Chief Mitchell*)**

#### **1. Squad 61 Update**

- Happy to report that we continue towards reaching our goal of opening an additional first responder, Squad 61, on or before November 15<sup>th</sup>.
- This will allow us to continue expand upon on the great work that Squad 24 has done in proving the concept and the value to our community.
- We are also working on developing the plan for further expansion of this program, as well as a number of other programs (i.e. BLS ambulances, Telemedicine, and MIH), in alignment with the Board's strategic plan. Finishing the Standard of Cover is a key component of this process, which allows us to make data driven, responsible, and sustainable decisions for service delivery that benefit our members and the community we serve.

#### **2. Wildland Season**

- Due to weather, we've been experiencing, the long term outlooks and forecasts, and fuel moistures, Metro Fire and all of our partners in the County will be transitioning out of peak wildland season at 0800 on November 1st. The dozer will move to a call when needed status, as will Air Operations when the division returns to an available status.
- Dispatch levels will move to a decreased winter response.

#### **3. CERT Update**

- CERT basic ends this Saturday, we have 26 students that will complete the course, and are looking forward to adding all 26 participants to our CERT ranks. Advanced CERT training will take place over the coming months.

- This group will take us to approximately 45 members, and is the largest group we've seen since COVID.

#### **4. Crew Highlight**

- Back on October 13<sup>th</sup>, our members received a unique request through Joe Pick of the Burn Institute. He asked if we had the ability to offer some help to a FF from Bend, Oregon. This FF was traveling in an RV with his wife to Sacramento to be with his mother. She had been admitted to the UCD Medical Center with severe traumatic injuries following a vehicle accident that took his father's life.
- I'm proud to report that the crew at Station 62 were contacted that day and happily stepped up to the plate.
- When the FF and his wife arrived at 62, the crew fed them dinner and provided transportation to UCD to get him there to see his mother prior to visiting hours ending.
- Although they are not present this evening, I am incredibly proud and honored to recognize E62 Captain Mike Rowan (CB), Eng. Chris Botto, and FF Ryan McClain and M62 FF Alexander Pibl and FF Wayne Horton for their kindness and compassion. And a big thank you to BC Chris Vestal and AC Joe Fiorica for their support of the plan.
- This event highlights the great men and women we have, and reinforces their dedication to serve others and the camaraderie that is the fabric of Metro Fire and the fire service as a whole.

### **ADMINISTRATIVE REPORT – (Deputy Chief Bailey)**

#### **COMMUNITY RELATIONS DIVISION**

- Completed Transfer of Command Ceremony
- Open House at Station 109 on Sunday, November 5 from 9099-1100 hrs. (flyer attached)
- Attended State of the City – Citrus Heights 10/23 and will attend State of the City – Rancho Cordova 11/1.
- Yearbook portrait make-ups on November 7, 9, 11 – questions can be directed to Brenda Briggs.

#### **FINANCE**

- Board members who have not yet submitted the fraud risk survey responses from our new auditor, Badawi and Associates, are asked to submit responses by October 31, 2023.

#### **PLANNING & DEVELOPMENT**

- Jeff Frye met with Rio Linda Recreation and Park District's Safety and Security Committee to discuss the wildfire risk in its jurisdiction and the role parks and recreation districts play in fire prevention and mitigation. We also discussed preparation (i.e. training) and response as it pertains to Battalion 5 operations. The standards of cover is a great tool to facilitate these discussions and we've promised to continue to help them develop their planning efforts.

#### **RECRUITMENT & OUTREACH**

- Fire District HERo Girls Fire Camp October 7th and 8th.
  - 2 of our women firefighters volunteered, Julie Whitney and Nicole Barfnecht
- Captain James Ellis assisted with the Sac State job fair last week.

- Recruitment event at SCTC this Saturday, October 21, 2023.
- Sierra College Public Safety Career Fair November 8, 2023.
- Time will be meeting with SAVA's Fire Tech to see how we can assist.
- Preparing for the next semester of Del Campo Fire Explorers starting January 1, 2024.

## **HUMAN RESOURCES**

- Office Technician Testing is the week of 10/30/23
- Fire Mechanic closes 10/31/23
- Chief Pilot closes 11/17/2023

## **BACKGROUNDS**

- 24-1 Fire Academy Background:
  - 9 external Firefighters
  - 9 Internal Paramedics
- 1 MIH Provider
- 1 EMS System Technician –background orientation on 11/1/23
- MMP – background orientation on 10/25/23
  - 5 Paramedics
  - 65 EMTs
- 2 Paramedics deferred from MMP 23-2

## **SUPPORT SERVICES REPORT (*Deputy Chief Tyler Wagaman*)**

### **Logistics:**

1. Loading the last of 3 new engines with hose this week so it can go into service.
2. Helped with the set up for the Transfer of Command.
3. Yearly ladder testing begins next week and goes through the first part of December. Every ladder on every apparatus gets tested as well as Logistics ladder inventory. Over 300 ladders

### **Facilities:**

1. Fire Station 101 kitchen build back is complete and insurance reimbursement has been finalized.
2. Fire Station 105 kitchen build back is complete and insurance reimbursement has been finalized.
3. Fire station 103 reroof is complete.
4. Fire Station 108 reroof is under way and expected to be completed this week.
5. Fire Station 29 water heater emergency replacement is complete.
6. Lockers have been installed at Fire Station 61 in preparation for the roll out of squad 61.

### **Fleet:**

1. New Water Tender has arrived.
2. G26 24132 has been deemed a total loss by the insurance adjuster.

## **Communications:**

1. Station 61 Alerting system has been configured preparatory for the Squad implementation as part of the Service Delivery updates.
2. Station 105 Alerting system has been restored after fire and has a new Gas Shut-Off Valve that will prevent future oven fires.
3. Recently finished the Communications Equipment installs on Three (3) new Type I Engines.

### **3. SMFD – FIREFIGHTERS LOCAL 522 REPORT (Vice President Matt Cole)**

Matt Cole commended CFO Dave O'Toole on his CalPERS Actuarial Valuations presentation. He also commended the team that worked on the Standards of Cover item and expressed his thanks on the collaborative process. On Saturday, October 14, 2023, the California Firefighters Memorial took place in Sacramento, Mr. Cole thanked the Board and staff for attending. Engineer Kyle Rutherford and Retired Captain Jeffrey Vitti's names were added to the wall this year. President Trevor Jamison is in Washington D.C. right now with Placer Business Alliance.

## **4. COMMITTEE AND DELEGATE REPORTS**

*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*

### **A. Executive Committee – (President Clark)**

Next Meeting: TBD

No Report.

### **B. Communications Center JPA – (AC Greene)**

No Report

### **C. Finance and Audit Committee – (Director Wood)**

Next Meeting: October 26, 2023 at 5:00 PM

Met tonight, CFO Dave O'Toole presented the Bimonthly Fiscal Report and the takeaways were: Actual August 31, 2023 General Fund cash is \$18 million higher than the prior year; overall General Fund revenues off to a slow start, \$2.4 million less than Final Budget forecast; monthly PPFEMT Revenues increasing, but now a \$8.6 million debt owed for prior months' transports; General Fund expenditures \$14 lower than Final Budget. Next meeting will be in January.

### **D. Policy Committee – (Director Costa)**

Next Meeting: November 9, 2023

No Report

## **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Costa thank you for the great presentations tonight and this organization is moving in the right direction. Thanked Chief House for his leadership.

Director Sheetz expressed gratitude to Chief Reed and Station 29 for attending a student counsel event with me. Great presentations tonight.

Director Jones & Saylor both echoed the comments of their fellow Board Members on the excellent presentations tonight and the positive direction the District is moving.

Director Wood stated he is proud to be part of such a high performing organization. Chief Mitchell thanks for acknowledging under the crew highlight, Station 62. Transfer of Command Ceremony was fabulous and that Chief House took time out of his ceremony to acknowledge Parker Wilbourn was fantastic. Attended the beautiful memorial in Sacramento. The Firefighters Burn Institute event Heroes, Hops & Hot Rods is on Saturday, November 4<sup>th</sup> from 2 to 7 p.m. in Stockton.

President Clark great Transfer of Command Ceremony.

### **CLOSED SESSION:**

The Board recessed to Closed Session at 7:46 p.m. on the following matter:

**1. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (A) – ONE (1) MATTER OF WORKERS COMPENSATION COMPROMISE AND RELEASE:**

1. Joseph Reyes and the Sacramento Metropolitan Fire District  
Claim # ADJ480790, ADJ13186340, ADJ9769950, ADJ13186341, ADJ13186339,  
ADJ13186342, ADJ13749286 – Workers Compensation Settlement Authority – Tyler Sonksen of Lenahan, Slater, Pearse & Majernik, LLP

Motion by Director Goold, seconded by Director Costa and carried unanimously by members present to provide authority to its third-party administrator to conclude a settlement.

### **CLOSED SESSION REPORT OUT**

The Board reconvened to open session at 8:04 p.m. and President Clark reported the Board considered in closed session the workers compensation matter of employee Joseph Reyes. The Board unanimously voted to give authority to its third-party administrator to conclude a settlement of that matter.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2023-10-26-board-meeting>

[https://www.youtube.com/channel/UC9t-uKlc\\_oOUGNrmogdQ\\_QA](https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA)

## **ADJOURNMENT**

The meeting was adjourned at 8:05 p.m.

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D'Elman Clark, President

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Ted Wood, Secretary

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Marni Rittburg, CMC, Board Clerk



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, November 9, 2023

Held at the following locations:

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

### CALL TO ORDER

The meeting was called to order at 6:00 pm by President Clark. Board members present: Clark, Costa, Goold, Jones, Rice, Sailors, Sheetz, and Wood. Board members absent: Webber. Staff present: Chief House and Board Clerk Rittburg.

### PUBLIC COMMENTS

Public comments were not received.

### CONSENT ITEMS

**Action:** President Clark noted that item #2 is being pulled from the agenda, no action will be taken. Moved by Director Wood, seconded by Rice, and carried unanimously by members present to adopt the consent calendar as amended:

#### 1. Action Summary Minutes

**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meeting of October 12, 2023.

**Action:** Approved the Action Summary Minutes

**This item was pulled from the agenda – no action was taken**

#### 2. Adopt Resolution – Sale of Real Property – Oak Ave

**Recommendation:** Adopt Resolution reauthorizing the Fire Chief or his designee to affect the sale of Property to the offeror.

**Action:** None.

#### 3. Employer's Contribution Under the Public Employees' Medical and Hospital Care Act – CalPERS Resolutions

A. Resolution – Fixing SMFD's Vesting Contribution Under Section 28962 of the Public Employees' Medical and Hospital Care Act -000 All Employees

- B. Resolution – Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees’ Medical and Hospital Care Act - 000 All Employees
- C. Resolution – Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees’ Medical and Hospital Care Act - 700 All Employees (Non-PERS)

**Recommendation:** Adopt Resolutions establishing the health premium contributions to reflect the new benefit cap with CalPERS effective January 1, 2024.

**Action:** Adopted **Resolution 2023-074** Fixing SMFD’s Vesting Contribution Under Section 28962 of the Public Employees’ Medical and Hospital Care Act - 000 All Employees.

**Action:** Adopted **Resolution 2023-075** Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees’ Medical and Hospital Care Act - 000 All Employees.

**Action:** Adopted **Resolution 2023-076** Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees’ Medical and Hospital Care Act - 700 All Employees (Non-PERS).

**4. Purchase Approval – DOT System Decontamination Bags for Contaminated Turnout Gear**

**Recommendation:** Authorize the purchase of DOT System Decontamination Bags from Thin Red Line Decon.

**Action:** Authorized the purchase of DOT System Decontamination Bags from Thin Red Line Decon.

**5. Purchase Approval – Four (4) Squad Units**

**Recommendation:** Approve the purchase of four (4) 2024 Squad Units from Braun Northwest, Inc. utilizing HGAC Buy contract #AM10-23.

**Action:** Approved the purchase of four (4) 2024 Squad Units from Braun Northwest, Inc. utilizing HGAC Buy contract #AM10-23.

**PRESENTATION ITEMS**

**1. Fireworks Enforcement After Action Review**

*(Fire Marshal Barbie Law)*

**Recommendation:** Receive presentation

**Action:** Presentation received.

**ACTION ITEMS**

None

## REPORTS

### 1. PRESIDENT'S REPORT - (*President Clark*)

No Report

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

#### 1. Members

With us tonight are 24 members of Metro Fire's Community Emergency Response Team (CERT), including 12 new members

Under the Operations report Battalion Chief Grant Russell assigned to manage Special operations will give a brief overview of what CERT does and who they are.

This calendar year alone (Jan 1 – Nov 3), this group of dedicated individuals has volunteered 3,601 hours assisting Metro Fire in various activities and events. To name a few:

- Airshow
- Community Events
- Academy Support
- Auto-X
- Firefighter Rehab
- Open Houses
- Sever Weather Deployments

On behalf of the members of Metro Fire, thank you for your time, commitment, and unwavering devotion to the community. You each represent the CERT program and Metro Fire in an exemplary manner.

#### 2. Promotions (s)

Congratulations to Parker Wilbourn, promoted to Battalion Chief in the Community Relations Division, effective October 30. Battalion Chief Wilbourn will be giving brief a report during the Administration report tonight.

#### 3. Reassignment(s)

Effective October 30, 2023, Battalion Chief/Local 522 VP Matt Cole will be reassigned from a day position to Suppression, and Captain Sean Scollard will be reassigned to fill the Day Staff Local 522 position.

#### 4. Retirement(s)

Congratulations to:  
Chief Pilot Montie Vanlandingham on his retirement on November 1, 2023, after 15 years of service.

Captain William (Brad) Reynolds on his retirement on November 1, 2023, after 20 years of service.

## **5. Meetings**

- a. Several staff members attended the Rancho Cordova State of the City Address, where Mayor Budge gave a beautiful presentation on Rancho Cordova "20 years a million dreams"
- b. Several staff members attended the Public Safety & Community Appreciation Luncheon hosted by Justice Beyond the Courtroom, in partnership with District Attorney Thien Ho. This year's theme, "***Justice Beyond the Courtroom: Amplifying Victims' Voices***", highlighted recent legislative changes, the challenges these changes create, and opportunities to shape new laws that protect victims' rights and public safety.
- c. Fire Station 109 Open House was on Sunday. There was a great turnout by members of the District and the community along with Director Wood. Those in attendance had the opportunity to tour the station, interact with crew members, and learn hands-only CPR, among other activities.
- d. On Tuesday of this week, Battalion Chief Scott Perryman and Dr. Kann made a joint presentation to the County Board of Supervisors to provide an update on activities and accomplishments regarding Ambulance Patient Offload Time and Metro Fire's Mobile Integrated Healthcare program. This has initiated further meetings to seek possible funding and collaboration.
- e. Earlier today, we celebrated Retired Captain Bob Bruce. Bob passed away on October 7, and leaves behind his wife, Denise, and son, Hunter. Captain Bruce had a positive impact on everyone he came into contact with, both within Metro Fire and the broader community. He was a truly exceptional individual, known for his kindness and unwavering commitment to helping others.

## **6. Miscellaneous**

It is with a heavy heart that we remember and honor the life of (Ret.) Logistics Technician Gary Lascelles. Gary was a Metro Fire staple and passed away in comfort on October 30. His dedication and unwavering commitment to our district and the fire service exemplified our core values and mission, and his memory will forever be cherished.

A memorial service has been scheduled for November 15, at 11:00 a.m. at Sacramento Memorial Lawn, 6100 Stockton Blvd, Sacramento 95824.

Metro Fire will have an apparatus present as a static display, and many members will be in attendance.

## **OPERATIONS REPORT – (*Deputy Chief Mitchell*)**

### **1. Air Operations Update**

- I'm happy to report the plan developed by our Air Operations members to address all recommendations from the outside agency review has been approved. Work is moving

forward. Although there is not yet an ETA for our return to service, we are on the pathway to a successful outcome.

## 2. CERT Presentation

- I'm proud to now introduce BC Grant Russell, Special Operations to discuss our CERT program and for you to meet our CERT members in attendance tonight. BC Russell introduced CERT Coordinator Captain Shani Cornell. Ms. Cornell spoke on the CERT program and introduced the CERT members. On behalf of the members of Metro Fire, thank you for your time, commitment, and unwavering devotion to the community. You each represent the CERT program and Metro Fire in an exemplary manner.

## ADMINISTRATIVE REPORT – (PIO Parker Wilbourn for Deputy Chief Bailey)

### COMMUNITY RELATIONS DIVISION

- Community Relations would like to thank the Executive Staff, Operations, CERT, Logistics, and everyone else that played a part in the successful Open House at Firehouse 109 last weekend. It was well received by the community, even on a cloudy Sunday.
- Community Relations assisted in coordinating today's memorial service for Ret. Capt. Bob Bruce, and we're working on Ret. Logistics Tech Gary Lascelles memorial which is scheduled for 11/15 at 11:00am at Sacramento Memorial Lawn.
- We're continuing to trickle out community education in regards to pre-hospital care and getting patients "The right care, at the right place at the right time." This has been an ongoing campaign with our local health care systems for over a year now. CBS 13 aired a segment last night, and we've done multiple recently on the solutions we're providing as an agency to combat overcrowding in our emergency rooms.
- Next week is Crash Responder Safety Week, reminding drivers to slow down and move over near traffic incidents and work zones to prevent serious injuries and deaths on California's roadway as a Statewide Call to Action. Chief House will be speaking alongside the heads of CalTrans, California Office of Traffic Safety, California Highway Patrol, National Highway Transportation Safety Administration, and California Tow Truck Association at a Press Conference on Monday, 11/13 at 10:00am at the Traffic Management Center in Rancho Cordova.
- Metro Fire ran a public-education campaign competition during Fire Prevention Week in efforts to encourage students in the community to practice safety skills. Students were asked to send in photos of themselves with their designs, while practicing these skills for a chance to win a ride to school in one of our engines. We had 2 winners; both will be driven to Dudley Elementary school on E26 on 11/17 at 9:00am. We will have media there for the event.
- We're coordinating with Sac Fire and Cal OES for a safe cooking demonstration on 11/21 ahead of Thanksgiving and the holidays.

- On 12/14, we will hold our Legacy Wall of Honor event for Ret. Fire Chief Kurt Henke and Ret. Firefighter Jeff Wells. They both received the leadership Legacy Recognition award. We will have a wall unveiling, short speeches, and an open house style event. More info to come...

## **SUPPORT SERVICES REPORT (*Deputy Chief Tyler Wagaman*)**

Tonight, I will keep my support report brief as we have experienced several unexpected absences within the support services branch, primarily due to pre scheduled vacations and unscheduled illnesses. Nevertheless, on behalf of the Support Services branch, I want to assure you that exceptional work is still being carried out throughout the district to support the vital services we provide to our community each and every day.

On the facilities front, I am pleased to announce that the roofing projects at Station 114, 29, and our leased property at 2101 Hurley are progressing well and are nearing completion.

Turning our attention to the communications division, while they took a short break from installing equipment on new apparatus, they have redirected their focus towards mobile repairs and preventive maintenance on various forms of communication equipment. Among these, our portable and mobile radios, despite being state-of-the-art, they require frequent reprogramming to ensure seamless communication interoperability and accurate frequency calibration. Our dedicated communicate team manages and maintenance hundreds of these radios throughout the district, ensuring they are in optimal working condition and perform in the most challenging conditions.

Lastly, I would like to highlight the exceptional work being done at our dispatch center. Recently, I had the opportunity to stand in for Assistant Chief Greene at the last SRFEC board meeting. While the agenda may have been light, the continual work taking place at the dispatch center has been anything but. This is a testament to the strong leadership and the highly capable forward-thinking staff we have. This forward thinking continues bring to light the use of new technologies, and I strongly believe that the center must continue down this path in order to effectively handle the ever-increasing call volume we face. Like Delphini, the smart response technology voice to text transcription software that Assistant Chief Greene spoke to during him previous report out. Kudos Chief Executive Director Freeman and his staff for these advancements.

This concludes my report for tonight. I am now open to any questions you may have.

### **3. SMFD – FIREFIGHTERS LOCAL 522 REPORT (*Sean Scollard for Vice President Matt Cole*)**

Sean Scollard thanked the members for their outpouring of support of Gary Lascellas over the last two weeks. Also, the support today at the Memorial Service today for Retired Captain Bob Bruce. Thank you to the CERT team for your hard work and volunteer hours.

#### **4. COMMITTEE AND DELEGATE REPORTS**

*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*

##### **A. Executive Committee – (President Clark)**

Next Meeting: TBD

No Report

##### **B. Communications Center JPA – (AC Greene)**

**Last Meeting:** October 24, 2023

**Attendance:**

- Assistant Chief Wilson – Folsom Fire
- Assistant Chief Williams – Sac City Fire
- Deputy Chief Bair – CSD Fire
- Deputy Chief Wagaman – Metro Fire (Covering for AC Greene)

**Consent Agenda:**

- Meeting Synopsis for August 26 and September 24
- Side letter between Local 150 and SRFEC addressing lunch breaks for Administrative Supervisors
- Administrative Benefit Resolution

Unanimous approval

**Action Items:**

- None

**Other: Operational Report**

- Delphini by Smart Response Technologies is a voice to text transcription tool that will be used on our two primary command channels. The intent is to reduce the number of misheard or repeated radio transmissions by providing a near real time transcription of radio traffic to the dispatcher. Delphini also has keyword alert capabilities that we will be exploring to increase safety of field units and citizens we protect.

**Next Meeting:**

November 14, 2023 at 0900 Hours

Metro Fire Board Chambers

##### **C. Finance and Audit Committee – (Director Wood)**

Next Meeting: October 26, 2023 at 5:00 PM

None

##### **D. Policy Committee – (Director Costa)**

Next Meeting: November 9, 2023

Met tonight and reviewed new Board Policy – Standards of Cover and moved the Policy forward to the Board for approval at a future meeting.

## **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Wood expressed gratitude to the Crew over at Station 109 for the Open House and all the CERT members. Director Wood expressed gratitude to Chris Allen at Station 109 for his phenomenal representation of Metro Fire at the Open House.

Director Goold thank you for the reports this evening. Would like to see Chief Law's presentation on the website. Would like to see us apply for a Grant for our CERT members.

Director Rice thanked Chief House for his leadership and every member of Metro Fire that attended the California Firefighter Memorial. Beautiful tribute to Bob Bruce today and his son confirmed what we all knew that he was a wonderful man. Yvonne de la Pena with California Firefighter JAC notified Bob's family that the Cal-JAC Education Building will be named after Captain Bob Bruce. Congratulations to the CERT members for your dedication. Reading assignment: City of Los Angeles Fire Department Historical Archive website and read the Battalion Chief After Action Report from the of the Northridge Earthquake, also, on the same website look up The Proud Bird Fire and read the "A Full Measure of Devotion: Above and Beyond the Call of Duty". They are both worth a read.

President Clark thanked everyone for the presentations and the CERT members, you are fantastic.

A moment of silence was held for Retired Captain Bob Bruce and (Ret.) Logistics Technician Gary Lascelles.

### **CLOSED SESSION:**

The Board recessed to Closed Session at 7:35 p.m. on the following matter:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –  
Pursuant to California Government Code Section § 54956.9(d)(1): Six Cases**
  - A. Case No. 34-2020-00286706-CU-BC-GDS  
Medic Ambulance Service, Inc. v. Sacramento Metropolitan Fire District
  - B. Case No. 34-2021-00293046  
White v. Sacramento Metropolitan Fire District
  - C. Case No. 34-2023-00337894  
Harrison v. Sacramento Metropolitan Fire District
  - D. Case No. 34-2022-00315218  
Saechao v. Sacramento Metropolitan Fire District
  - E. Case No. 34-2021-00297477  
Samaan v. Sacramento Metropolitan Fire District

- F. Case No. 34-2022-00318898  
Hanna v. Sacramento Metropolitan Fire District
- 2. CONFERENCE WITH LABOR NEGOTIATOR**  
**Pursuant to California Government Code Section 54957.6**

- A. District Negotiator: Deputy Chief Bailey  
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Deputy Chief Bailey  
Employee Organization: Battalion Chiefs Bargaining Group,  
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Deputy Chief Bailey  
Employee Organization: Administrative Support Personnel (ASP)  
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Deputy Chief Bailey  
Employee Organization: Safety Senior Management, Management  
and Unrepresented Confidential Employees
- E. District Negotiator: Deputy Chief Bailey  
Employee Organization: Non-Safety Senior Management, Management  
and Unrepresented Confidential Employees

#### **CLOSED SESSION REPORT OUT**

The Board reconvened to open session at 8:51 p.m. and Counsel Lavra reported the Board met in closed session on two items: 1. Conference with Legal Counsel on six cases, there was no reportable action. 2. Conference with Labor Negotiator, there was no reportable action.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2023-11-09-board-meeting>  
[https://www.youtube.com/channel/UC9t-uKlc\\_oOUGNrmogdQ\\_QA](https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA)

#### **ADJOURNMENT**

The meeting was adjourned at 8:52 p.m.

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D'Elman Clark, President

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Ted Wood, Secretary

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Marni Rittburg, CMC, Board Clerk

11.9.2023 Board Meeting Action Summary Minutes

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ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

DATE: December 14, 2023

TO: Board of Directors

SUBJECT: 2024 Schedule of Regular and Committee Meetings

## TOPIC

Schedule of regular and committee meetings for 2024, and cancellation of meetings that fall on holidays.

## DISCUSSION

The regular meetings of the Board of Directors are scheduled for the second and fourth Thursday of each month. The fourth Thursdays in the months of November and December fall on November 23<sup>rd</sup>, Thanksgiving Day, and December 26<sup>th</sup>. It has been a past practice of the Board to cancel board meetings on dates that conflict with holidays. The Board of Directors Policies and Procedures, Paragraph 6(a), states that regular meetings may be cancelled or additional meetings may be scheduled with consent of the majority of the Board of Directors during a prior regularly scheduled Board meeting.

## RECOMMENDATION

Staff recommends the Board approve a schedule of regular and committee meetings for Calendar Year 2024 as shown in Attachment 1, including cancelling the meetings of November 23<sup>rd</sup> and December 26<sup>th</sup>.

Submitted By:

  
\_\_\_\_\_  
Marni Rittburg, CMC, CPMC  
Board Clerk

Attachment (1) – 2024 Calendar of Meetings



ADAM A. HOUSE  
*Fire Chief*

# Sacramento Metropolitan Fire District

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

ATTACHMENT 1

## SACRAMENTO METROPOLITAN FIRE DISTRICT

### BOARD OF DIRECTORS SCHEDULE OF REGULAR AND COMMITTEE MEETINGS CALENDAR YEAR 2024

COMMITTEE MEETINGS	BOARD MEETINGS
Thursday 5:00 pm or 5:30 pm (Dependent upon number of items)	Thursday 6:00 pm
Executive	January 11
Finance & Audit	January 25
Policy	February 8
Finance & Audit	February 22
Policy	March 14
Finance & Audit	March 28
Policy	April 11
Finance & Audit	April 25
Policy	May 9
Finance & Audit	May 23
Policy	June 13
Finance & Audit	June 27
Policy	July 11
Finance & Audit	July 25
Policy	August 8
Finance & Audit	August 22
Policy	September 12
Finance & Audit	September 26
Policy	October 10
Finance & Audit	October 24
Policy	November 14
Finance & Audit	November 28 Thanksgiving
Policy	December 12
Finance & Audit	December 26 Day after Christmas

NOTE: Policy and Executive Committee meetings are held as needed.



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** December 14, 2023  
**TO:** Board of Directors  
**SUBJECT:** Sale of Real Property – Oak Avenue, Orangevale

## TOPIC

Approval requested for final disposition of surplus property located on Oak Avenue in Orangevale, California (APNs 213-0014-038 and 213-0014-039).

## BACKGROUND

On January 12, 2023, the Sacramento Metropolitan Fire District's (District) Board of Directors approved Resolution 2023-004 declaring certain real property (Property), located on Oak Avenue in Orangevale (APNs 213-0014-038 and 213-0014-039), as surplus property and authorizing the initiation of the disposition process. The District completed the Notice of Availability process in accordance with the Surplus Land Act procedures and subsequently retained a real estate broker to list the Property in the Multiple Listing Service with a listing price of \$475,000.

## DISCUSSION

One offer for the property was received in August 2023, and the District began negotiations with the offeror on the terms of the sale. This offer was eventually cancelled by the offeror. Subsequently, a second offer was received from a different party in September 2023 and the District began negotiations on the terms of the sale. The final terms of the sale are as follows:

Purchase Price	Deposit	Loan to Value	Contingencies	Closing
\$370,000	\$5,000	None - CASH	None	21 Days

Although the offer received is below the listing price, it is still within the range of value suggested by our brokerage team. Staff believes that accepting the offer is in the best interest of the District in consideration of current market conditions and the unique characteristics of the Property.

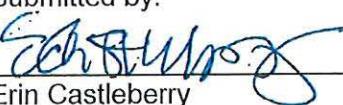
## FISCAL IMPACT

The District will receive the proceeds from the sale of the Property less the broker's commission (5%) and the closing costs.

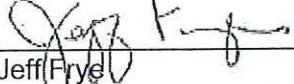
## RECOMMENDATION

Staff recommends that the Board adopt the Resolution to authorize the Fire Chief or his designee to affect the sale of the Property to the offeror.

Submitted by:

  
Erin Castleberry  
Administrative Analyst

Approved by:

  
Jeff Frye  
Chief Development Officer

Attachment 1: Resolution



# Sacramento Metropolitan Fire District

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

ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT AUTHORIZING THE SALE OF REAL PROPERTY

**WHEREAS**, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

**WHEREAS**, the District is the owner of certain real property located on Oak Avenue in Orangevale, California (APNs 213-0014-038 and 213-0014-039) ("Property"); and

**WHEREAS**, the District adopted Resolution 2022-004 which declared the Property as surplus and authorized the initiation of the disposition process; and

**WHEREAS**, the District completed its due diligence pursuant to the California Surplus Land Act; and

**WHEREAS**, the District is in receipt of a viable offer for the sale of the Property and has determined that accepting the offer is in the best interest of the District.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby authorize the Fire Chief or his designee as its Authorized Agent(s) to affect the sale of the Property to the offeror.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of December, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

### SACRAMENTO METROPOLITAN FIRE DISTRICT

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

**ATTEST:**

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



# Sacramento Metropolitan Fire District

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

ADAM A. HOUSE  
Fire Chief

**DATE:** December 14, 2023  
**TO:** Board of Directors  
**SUBJECT:** New Board Policy – Standards of Cover Policy

## TOPIC

Review and adopt new Board Policy: Standards of Cover Policy (Board Policy 01.021.01).

## DISCUSSION

The Sacramento Metropolitan Fire District's (District) Standards of Cover (SOC) is a comprehensive tool used to evaluate the District's performance as it relates to the District's adopted service delivery standards and objectives, in order to meet the needs of the community and mitigate identified risks. The SOC provides an in-depth analysis of key performance metrics as a basis for data-driven decision making pertaining to service delivery improvements. The SOC provides a framework to ensure that changes to service delivery are based on identified needs that are supported by empirical evidence, and that such changes are in line with the District's strategic plan and the Board of Directors' (Board) objectives.

This policy defines the essential elements of the Standards of Cover (SOC) and the process by which it is developed and updated, including the identification of key performance metrics and the adoption of updated response standards and service level objectives that consider industry best practices. This policy also outlines the process for the preparation of a Service Delivery Plan, which includes the methods by which service delivery projects will be evaluated and prioritized.

## RECOMMENDATION

Recommend the Board of Directors adopt the Standards of Cover Policy (Board Policy 01.021.01).

Submitted by:

\_\_\_\_\_  
Jake Whealen  
Geographic Information Data Analyst

Approved by:

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

## ATTACHMENTS:

Attachment 1: Standards of Cover Policy (Board Policy 01.021.01)

# Sacramento Metropolitan Fire District

## BOARD POLICY

POLICY TITLE: Standards of Cover Policy

OVERTSIGHT: Administration

POLICY NUMBER: 01.021.01 EFFECTIVE DATE: xx-xx-xxxx REVIEW DATE: xx-xx-xxxx

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### *Background*

The Sacramento Metropolitan Fire District's (District) Standards of Cover (SOC) is a comprehensive tool used to evaluate the District's performance as it relates to the District's adopted service delivery standards and objectives, in order to meet the needs of the community and mitigate identified risks. The SOC provides an in-depth analysis of key performance metrics as a basis for data-driven decision making pertaining to service delivery improvements. The SOC provides a framework to ensure that changes to service delivery are based on identified needs that are supported by empirical evidence, and that such changes are in line with the District's strategic plan and the Board of Directors' (Board) objectives.

### *Purpose*

This policy defines the essential elements of the Standards of Cover (SOC) and the process by which it is developed and updated, including the identification of key performance metrics and the adoption of updated response standards and service level objectives that consider industry best practices. This policy also outlines the process for the preparation of a Service Delivery Plan, which includes the methods by which service delivery projects will be evaluated and prioritized.

### *Scope*

This policy is applicable to all District personnel involved in service delivery and service delivery planning.

### *Definitions*

1. **Critical Tasks:** All necessary actions which must be completed to successfully and fully mitigate a particular incident.
2. **Effective Response Force:** The appropriate number and mix of resources and personnel needed to satisfy all critical tasks for a particular incident.
3. **Key Performance Metrics:** The metrics by which performance can be measured to evaluate whether or not the District's adopted standards, goals and objectives are being met.
4. **Reliability:** The percentage of time that a first due apparatus was the first arriver on scene within their own first due area.
5. **Response Standard:** The appropriate level of service required to meet the needs of the community based on population density and other risk factors.

6. **Service Delivery:** The services provided by the District in accordance with the District's enabling act (Health & Safety Code §13800, et seq.) including fire protection services, rescue services, emergency medical services, hazardous materials response services, ambulance services, and other services relating to the protection of lives and property.
7. **Service Level Objectives:** The targeted response time and effective response force required to properly perform the critical tasks necessary to effectively mitigate the risk.
8. **Time on Task (TOT):** The percentage of time a unit is actually providing response vs. is available in quarters, training, out of service, resting, etc.
9. **Workload:** A category of performance indication which serves to evaluate how "busy" particular units and fire stations are. The District recognizes Time on Task and Reliability as major workload indicators.

## *Policy*

1. Standards of Cover
  - a. It is the policy of the District to prepare a Standards of Cover (SOC) that outlines the qualitative and quantitative aspects of the District in order to better understand:
    - i. The communities the District serves and the fundamental services it provides to protect life and property in the face of complex risks.
    - ii. District performance and workload, especially as it pertains to call volumes, response times, time on task, and reliability.
    - iii. Anticipated growth and demographic changes within the District and how those changes may impact service delivery.
  - b. In consideration of the aforementioned topics, the SOC evaluates service delivery and serves as a vessel to carry out strategic planning efforts, as directed by the Board.
  - c. The SOC shall be prepared annually and data shall be updated as follows:
    - i. Demographic and economic data: updated every (5) years.
    - ii. Key performance metrics: updated annually.
    - iii. Growth areas and progression of development: updated annually.
2. Response Standards, Service Level Objectives, and Key Performance Metrics
  - a. The District shall adopt response standards, service level objectives, and key performance metrics in order to measure performance and desired outcomes.
    - i. Response Standards: Response standards shall define different levels of service required based on population density and other risk factors.

- ii. Service Level Objectives: Service level objectives shall set targeted response times and effective response force based on adopted response standards and shall include benchmark performance statements that describe the level of service required for each risk class and type.
  - iii. Key Performance Metrics: Key performance metrics shall define the data points by which performance will be measured in accordance with adopted response standards and service level objectives.
3. Service Delivery Plan
- a. Based on the findings and recommendations of the SOC, a Service Delivery Plan (SDP) shall be prepared on an annual basis in collaboration with internal and external stakeholders, which shall outline proposed changes to current deployment. The SDP will:
    - i. Outline changes to deployment required to fill gaps and alleviate inadequacies identified within the SOC.
    - ii. Identify service delivery alternatives in consideration of financial and personnel constraints.
    - iii. Use prioritization and ranking in order to determine project feasibility and desirability.
    - iv. Facilitate strategic planning efforts by determining personnel and capital needs, which will be reflected in financial management budgeting and modeling.
    - v. Reflect data-driven solutions to demonstrated service delivery challenges.

## Procedures

1. SOC Development and Organization
- a. The development of the SOC is a coordinated effort across the District overseen and administered by the Planning and Development Division. Planning and Development solicits information across all branches of the District during SOC development to ensure accuracy and consistency. The SOC is organized into seven (7) major sections, outlined as follows:
    - i. Section 1: Community Baseline – Provides an overview of the District, the communities it serves, and the services it provides.
    - ii. Section 2: Risk Assessment – Identifies risks throughout the District and breaks down risks for each Battalion and Station.
    - iii. Section 3: Risk Categories & Critical Task Capabilities – Classifies and groups risks faced by the District together based on community and District impacts, critical tasks, and effective response force requirements.

- iv. Section 4: Standards, Goals & Objectives – Reviews existing response standards, performance goals, and service level objectives, and recommends changes as necessary.
  - v. Section 5: Service Delivery Analysis – Conducts a response standard analysis, deployment study, gap analysis, and growth analysis throughout the District and provides a framework to plan for new service.
  - vi. Section 6: Performance Evaluation – Evaluates key performance metrics to measure against adopted standards, goals and objectives.
  - vii. Section 7: Overall Evaluation & Recommendations – Summarizes major findings, recommendations, and the needed maintenance of effort for continuous improvement.
2. Maintenance of Effort
- a. The SOC maintenance of effort (MOE) is the process by which the SOC will be updated annually to ensure that all data and information is accurate and up-to-date. While all information within the SOC should be verified for accuracy each year, special attention should be given to:
    - i. Adding unit and incident data from the most recent calendar year to performance data models.
    - ii. Tracking buildout and absorption in District growth areas.
  - b. Proposed revisions to adopted response standards, service level objectives and key performance metrics that are recommended in the annual SOC update shall be subject to Board approval and formally adopted by Board resolution.
  - c. The MOE also includes the ongoing effort to better understand service delivery challenges for continuous improvement. The District shall utilize working groups to collaborate on service delivery studies, defining key performance metrics and integrating data wherever possible. Such studies shall be based on findings and recommendations outlined in the annual SOC.

3. SDP Development and Prioritization

- a. The SDP shall be constructed from the major findings of the SOC. Whereas the SOC helps to identify deployment gaps and performance inadequacies within the District, the SDP seeks to "fill" these gaps with resources in order to improve service delivery. All proposed changes in the SDP will be rigorously studied in order to fully understand impacts to the District. The District will utilize pilot studies and white-paper reports to evaluate, summarize, and disseminate data from SDP projects.
- b. Projects in the SDP will be prioritized and ranked such that feasible, desired, cost-effective projects with maximized benefits are implemented. SDP project prioritization will consider the following:

- i. The perceived benefit of the project, measured through changes to call volume, response times, and workload.
  - ii. Total costs associated with the proposed change, measured through the financial costs of staffing and overhead, capital improvements, service and supplies.
  - iii. The cost-benefit analysis for each project, whereby projects can be directly compared to determine those which are most cost-efficient.
- c. Once SDP projects have been prioritized, the Fire Chief and Executive Staff will determine project ranking and make a determination on which projects to move forward into the annual planning and budgeting process.
  - d. Staffing and capital needs for projects recommended by the Fire Chief and Executive Staff shall be requested through the annual Capital Improvement Plan (CIP) and Staffing Plan processes and incorporated into the District's annual budgeting process for consideration and final approval by the Board.

## *References*

1. Sacramento Metropolitan Fire District, Standards of Cover.
2. Sacramento Metropolitan Fire District, Strategic Plan.
3. Sacramento Metropolitan Fire District, Capital Improvement Plan.
4. California Health and Safety Code 13800, Fire Protection District Law of 1987.



ADAM A. HOUSE  
Fire Chief

## Sacramento Metropolitan Fire District

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

**DATE:** December 14, 2023

**TO:** Board of Directors

**SUBJECT:** Contract Amendment with Amentum Services Inc. for Aircraft Maintenance Services

### TOPIC

Staff seeks approval to enter into a contract amendment with Amentum Services Inc. for aircraft maintenance services.

### SUMMARY

In order to maintain consistent availability of aircraft for emergency response, and meet the increased maintenance demands with the addition of a third aircraft to the fleet, the contract with Amentum Services Inc. requires modification to permit the hiring of a higher qualified mechanic to fill the second mechanic position.

### DISCUSSION

Metro Fire contracts with Amentum Services Inc. for maintenance of the District's helicopters. With the build-up of Copter 3 nearing completion, Metro Fire will have three (3) in service aircraft starting in early 2024. With the increase in fleet size, the day-to-day maintenance demand will also increase. In order to meet this demand, Metro Fire seeks to amend the contract for maintenance with Amentum Services Inc. to have the second authorized mechanic position in the contract changed from an Apprentice Mechanic to a second Lead Mechanic position.

Metro Fire currently has one (1) Lead Mechanic and one (1) Apprentice Mechanic position. The addition of a second Lead Mechanic, replacing the Apprentice Mechanic position will increase the maintenance work force capabilities within the Air Operations Division, enabling the proper servicing of three (3) helicopters to meet the demands of the current service delivery model. The contract amendment will also adjust the pay scales of the Lead Mechanic positions to a level that is more competitive within the Northern California helicopter maintenance industry, allowing for enhanced recruitment practices. Metro Fire currently is at the low end of the competitive pay scale, which has made recruitment and retention of mechanics difficult. The current Apprentice Mechanic position has been either empty or filled for very short periods of time over the last two (2) years. The last three (3) Apprentice Mechanics have left to go to work for other maintenance services providers.

### FISCAL IMPACT

The current cost of both the Lead Mechanic and Apprentice Mechanic positions for the current budget year FY23/24 is \$331,364, with no overtime.

The cost of new contract amendment, with both Lead Mechanic positions filled at the enhanced, industry competitive Lead Mechanic rate is \$396,988 with no overtime.

The Amentum Services Inc. contract cost will increase by \$65,624 a year, which is absorbed in the current contracted budgeted amount of \$425,000, with a \$28,012 available to cover overtime costs.

### RECOMMENDATION

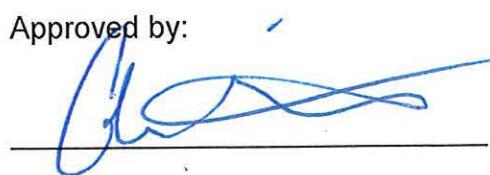
Staff recommends the Board authorize the Fire Chief to execute the contract amendment for Aircraft Maintenance Services with Amentum Services Inc.

Submitted by:



Christopher Greene Assistant Chief, Operations

Approved by:



Adam Mitchell Deputy Chief, Operations

### ATTACHMENTS:

Attachment 1: Contract Amendment

**SECOND AMENDED SACRAMENTO  
METROPOLITAN FIRE DISTRICT SERVICES AGREEMENT**

**THIS AMENDMENT TO SACRAMENTO METROPOLITAN FIRE DISTRICT SERVICES AGREEMENT** ("Amendment") is made and entered into on this day \_\_\_\_ of \_\_\_\_\_ 2023, by and between the **AMENTUM SERVICES, INC.** ("Contractor") , and the **SACRAMENTO METROPOLITAN FIRE DISTRICT** (hereinafter referred to as "District") which are collectively referred to as the "parties."

**RECITALS**

**WHEREAS**, the District and DynCorp International, LLC. entered into the Sacramento Metro Fire District Services Agreement ("Agreement") dated December 10, 2021, whereby DynCorp International, LLC. agreed to provide helicopter maintenance, inspection services for the District;

**WHEREAS**, the terms of that agreement permit the amendment or modification of any of its terms pursuant to mutual written agreement of the parties;

**WHEREAS**, on August 22, 2022, the Agreement was amended to assign the contract to Amentum Services, Inc.;

**WHEREAS**, the Agreement and the Amendment are incorporated as is set forth fully herein;

NOW, THEREFORE, in consideration of the foregoing and the promises herein contained, it is mutually agreed as follows:

1. The terms of the Agreement for Scope of Services described in **Exhibit A, Section 2, Workforce Requirements**, shall be amended to state:

"The Contractor shall provide (2) full-time employees to include 2 Lead Maintenance Technicians (Lead Technician). The contractor shall only use FAA certified A&P technicians in performing the required services. Technician coverage will be required seven days per week between the 2 technicians, each technician working 40 hours per week at 8 or 10 hours per day. A four day, ten hour per day work week will be available to the employee upon the District's approval."

2. The terms of the Agreement for Scope of Services described in **Exhibit A, Section 3(c), Workforce Qualifications, Duties and Responsibilities** shall be amended to state:

"c. Have (5) years of experience as a certified A&P technician performing rotorcraft inspection and maintenance, with not less than (2) years' experience specifically performing inspections and maintenance of Bell UH1-H (or similar variants) rotorcraft. At the District's discretion, Military experience may qualify for the time requirement listed above."

3. The terms of the Agreement for Scope of Services described in **Exhibit A, Section 3** related to the minimum qualifications of Journeyman Technician are deleted in its entirety. The District will no longer retain persons in the Journeyman Technician position, and Contractor shall not be required to provide such personnel.
  
4. The terms of the Agreement for the **Pay Scale for the Lead Technician** position currently described in Form 3, Fee Proposal and Exhibit C, to the Agreement shall be amended to state:

#### **AMENDED FEE SCHEDULE**

The CONTRACTOR hereby agrees to perform the Services as outlined in Exhibit A of the Agreement, in accordance with the terms and conditions set forth herein, for the fees outlined below.

##### **Remainder of Year 2**

<b>Labor Category</b>	<b>Standard Hourly Rate</b>	<b>Overtime Hourly Rate</b>	<b>Double-Time Hourly Rate</b>
<b>Lead Technician <sup>A</sup></b>	\$96.49	\$116.61	\$155.49
<b>Lead Technician</b>	\$89.29	\$107.89	\$143.86

- A. The Lead Technical 1 rate applies to the performing Technician with the most seniority in support of this Service Agreement.

##### **Year 3**

<b>Labor Category</b>	<b>Standard Hourly Rate</b>	<b>Overtime Hourly Rate</b>	<b>Double-Time Hourly Rate</b>
<b>Lead Technician</b>	\$99.03	\$119.69	\$159.59
<b>Lead Technician</b>	\$91.83	\$110.97	\$147.96

##### **First Optional Extension - Year 4**

<b>Labor Category</b>	<b>Standard Hourly Rate</b>	<b>Overtime Hourly Rate</b>	<b>Double-Time Hourly Rate</b>
<b>Lead Technician</b>	\$106.14	\$128.31	\$171.08
<b>Lead Technician</b>	\$98.95	\$119.58	\$159.45

##### **Second Optional Extension – Year 5**

<b>Labor Category</b>	<b>Standard Hourly Rate</b>	<b>Overtime Hourly Rate</b>	<b>Double-Time Hourly Rate</b>
<b>Lead Technician</b>	\$109.14	\$131.57	\$175.42
<b>Lead Technician</b>	\$101.95	\$122.84	\$163.79

In the event the CONTRACTOR makes authorized purchases on behalf of the District as outlined in Section 18 of Exhibit A, an 8% administrative fee may be assessed by the CONTRACTOR. No other fees shall be applied.

5. All terms and conditions of the Agreement and First Amendment not modified by this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have entered into this Amendment on the day and year first hereinabove appearing.

AMENTUM SERVICES, INC.

SACRAMENTO METROPOLITAN  
FIRE DISTRICT

By: \_\_\_\_\_  
Helena Tirone

Digitally signed by Helena Tirone  
DN: cn=Helena Tirone, ou=US,  
o=Amentum, ou=Contracts,  
email=Helena.Tirone@amentum.com  
Date: 2023.12.05 15:43:27 -05'00'

Helena Tirone, VP Aviation Contracts

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



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** December 14, 2023  
**TO:** Board of Directors  
**SUBJECT:** Contract Award - Owner Advisor (Zinfandel Phase 3 Buildout Project)

## TOPIC

Request to approve a contract award to Benham Design, LLC to serve as Owner Advisor in support of the District's design-build best value procurement for the Zinfandel Phase 3 Buildout project.

## BACKGROUND

The Sacramento Metropolitan Fire District's (District) Board of Directors has adopted Resolution 2023-065 which determined that it was in the best interest of the District to use the design-build construction delivery method for the Zinfandel Phase 3 Buildout project (Project).

## DISCUSSION

On November 3, 2023, the District issued Request for Proposals (RFP) 23-08 to solicit proposals from qualified design and/or engineering firms to provide owner advisor services in support of the District's pre-award activities for the best value procurement of a design-build entity for the Project. Engaging an owner advisor is recognized by the Design Build Institute of America as a best practice for design-build projects. The Owner Advisor will be responsible for facilitating the selection of the design-build entity using a best value procurement, including the preparation of the District's solicitation documents, design criteria documents, and design-build agreement, as well as providing technical assistance to the District during the final design-build entity selection phase in order to ensure District needs are met.

The District received two proposals in response to RFP 23-08 which were reviewed and scored by an evaluation panel. Benham Design, LLC was the highest scoring proposer.

## FISCAL IMPACT

The cost of the proposed services is \$357,500 and is included in the Project budget. This contract price is based on a rate of 2.75% of the approved Project budget. Should the Board approve an increase to the project budget prior to contract issuance, the contract price would be adjusted at a rate of 2.5% of the increase, in accordance with industry standards.

## RECOMMENDATION

Staff recommends the Board adopt a resolution to approve a contract award to Benham Design, LLC and authorize the Fire Chief or his designee to execute and administer an agreement materially similar to the attached agreement.

Submitted by:

Erin Castleberry, Administrative Analyst

Approved by:

Jeff Frye, Chief Development Officer

## ATTACHMENTS:

- Attachment 1: Professional Services Agreement – Owner Advisor
- Attachment 2: Resolution – Contract Award – Owner Advisor

**SACRAMENTO METROPOLITAN FIRE DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement, dated as of December 15, 2023 is by and between the Sacramento Metropolitan Fire District ("District"), and Benham Design, LLC ("Contractor") who are hereinafter collectively referred to as the "Parties". The Agreement will be effective upon final execution by all parties and approval by the District's Board of Directors.

**RECITALS**

**WHEREAS**, the District issued Request for Proposals (RFP) 23-08 which solicited written proposals for Owner Advisor Services (Services); and,

**WHEREAS**, the District sought to award a contract for the Services based on the evaluation of proposals received in response to RFP 23-08; and,

**WHEREAS**, the District desires the Services as more fully described in Exhibits A hereto, "Scope of Services," from Contractor; and,

**WHEREAS**, Contractor is professionally qualified to provide such Services and is willing to provide them to District on the terms and conditions set forth herein;

NOW, THEREFORE, the Parties agree as follow;

**1. HEADINGS**

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

**2. EXHIBITS**

Exhibits A "Scope of Services" and Exhibit B "Payment Terms" are attached hereto and incorporated by reference.

**3. SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, and in accordance with the terms and conditions of this Agreement and those described in the District's RFP 23-08 Owner Advisor Services, incorporated herein by reference.

These documents, along with the Contractor's response to RFP 23-08, the entirety of this Agreement, and any other records or documents furnished by the District during the term of this Agreement shall constitute the Contract Documents.

**4. TERM**

This Agreement shall commence on the date it is executed by the Parties and approved by the District's Board of Directors and it shall continue in full force and in effect until full completion of the scope of work or July 1, 2024, whichever shall come first. Agreement terms and conditions will continue throughout any additional extensions. Terms and conditions, which relate to indemnification and other related matters, shall continue after the expiration of this Agreement.

**5. PAYMENT**

For service performed in accordance with the Agreement, payments shall be made to Contractor as provided in Exhibit B hereto.

**6. INDEPENDENT CONTRACTOR**

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

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

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

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

Contractor shall perform all services required pursuant to this Agreement in the manner according to the professional skill and care ordinarily provided by Contractor practicing in the same or similar locality under the same or similar circumstances ("Standard of Care").

Notwithstanding the foregoing, if it is determined that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, the District may upon two (2) weeks' notice to Contractor, withhold from payments otherwise due to Contractor hereunder federal and state income taxes and to pay said sums to the federal and state governments.

#### **8. INDEMNIFICATION**

The Contractor shall indemnify, and hold harmless the District its officers, directors, officials, employees, consultants, and volunteers ("Indemnified Parties") from and against third party losses, damages, liabilities, costs and expenses arising out of, resulting from, or relating to bodily injury or property damages to the extent caused by the negligent acts of omissions of Contractor in the performance of Contractor's obligation under this Agreement, provided that such claim did not arise out of or result from Indemnified Parties' recklessness, intentional, or willful misconduct.

The District shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the work herein referred to or in connection therewith caused by Contractor's negligent acts or omissions to persons and/or property, and the Contractor shall fully indemnify and hold harmless the District and protect the District from and against the same as provided above but only to the extent caused by Contractor's negligent acts or omissions, provided such claim did not arise out of or result from Indemnified Parties' recklessness, intentional, or willful misconduct. Such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of the District, its officers, directors, officials, employees, consultants, and volunteers; or (ii) to the extent that the District shall indemnify and hold harmless the Contractor for hazardous materials pursuant to the Contract Documents.

The District shall provide to the Contractor reasonably, timely notification of the receipt of any third party claim relating to this Agreement.

To the fullest extent permitted by law, District shall indemnify and hold harmless Contractor, its consultants and employees ("Engineer Indemnified Parties") from and against all third-party liabilities, damages, losses, costs and expenses, arising out of bodily injury or damage to tangible property, to the extent caused by the negligent acts or omissions of District, an employee, subcontractor, subconsultant, or agent of District, anyone directly employed by them. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

The indemnification provided to the Contractor under this paragraph shall not be limited by the fact that statutory or other limitations may apply to damages, compensation or benefits payable by or for District.

These indemnity provisions shall survive any termination of the Agreement and/or the final performance of the Agreement by the Contractor.

**9. LIMITATION OF LIABILITY**

Except as provided in paragraph 8 for third party liability, under no circumstances will Contractor or District be entitled to, and each party agrees to waive against the other, any claim for consequential, indirect, punitive, or similar damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to any loss of profit, business, reputation, or financing. This mutual waiver shall include and survive either party's termination of this Agreement. Under no circumstances will either party be entitled to limit special damages claimed by the other.

Except as provided in paragraph 8 for third party liability, the total liability of Contractor to the District in connection with or arising out of this Agreement, whether in contract, tort, warranty or any legal theory of recovery, shall be the amount paid by District to Contractor for Contractor's services under the Agreement.

**10. INSURANCE**

Contractor shall furnish to the District a certificate evidencing insurance coverages outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified below. All documents must be received and approved by the District prior to the commencement of any Services. The required insurance coverages shall be consistently maintained for the duration of the agreement without a lapse in coverage.

**GENERAL LIABILITY** - shall be on an Occurrence basis (as opposed to Claims Made basis). The limits and structure shall be:

- |                               |             |
|-------------------------------|-------------|
| • General Liability:          | \$2,000,000 |
| • Products Comp/Op Aggregate: | \$2,000,000 |
| • Personal & Adv. Injury:     | \$1,000,000 |
| • Each Occurrence:            | \$1,000,000 |
| • Fire Damage:                | \$100,000   |

**AUTOMOBILE LIABILITY**

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

#### **WORKERS COMPENSATION and EMPLOYER'S LIABILITY**

- The policy shall be endorsed to waive the insurer's subrogation rights against the District.
- Per statute
- \$1,000,000 per accident for each accident
- \$1,000,000 for disease

#### **PROFESSIONAL LIABILITY**

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

#### **ADDITIONAL INSURED**

The Sacramento Metropolitan Fire District, its officers, directors, officials, and employees, are to be endorsed as additional insureds on the Contractor's General Liability and Auto policies as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the District, its officers, directors, officials, or employees.

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

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

Contractor covenants and agrees that the District's insurance requirements shall not be construed to and in no manner limit or restrict the liability of the Contractor.

Certificates of Insurance shall be sent to:

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

#### **11. CONFORMITY WITH LAW AND SAFETY**

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

**12. TAXES**

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor, provided the taxes are a direct result of Contractor's services.

**13. ACCESS AND RETENTION OF RECORDS**

Contractor agrees to provide the District and its designee's access to all of the Contractor's records related this contract, except for confidential or proprietary information of Contractor and that the Contractor shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the Contractor is made by the District.

**14. NON-DISCRIMINATION**

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

**15. LICENSES, PERMITS, AND ELIGIBILITY**

Contractor shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by the District. Contractor further certifies to the District that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in federal, state, or county government contracts.

**16. CONFLICT OF INTEREST**

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

**17. CONFIDENTIALITY AND PROPRIETARY RIGHTS**

Contractor agrees that any information, whether proprietary or not, made known to or discovered by him that is marked "Confidential" ("Confidential Information") during the

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

All methods, techniques, patents, processes, and inventions developed by the Contractor for purposes of District business are deemed property of the District, except for property, intellectual property, inventions, patents, copyrights, trademarks, trade secrets, proprietary information, confidential information, data, technical data, software, specifications, plants, drawings, designs, models, prints, art, ideas, concepts, methods, methodology, and other materials, work, or products developed before or independent of this Agreement by Contractor ("Background Intellectual Property").

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

Any documents prepared by Contractor shall be prepared in full compliance with the latest editions (at time of agreement) of all applicable federal, state, and local codes and regulations, including but not limited to the following:

- California Title 8 (Industrial Relations)
- California Title 17 (Public Health)
- California Building Code, Title 24, Parts 1-5
- California Energy Code, Title 24, Part 6
- California Fire Code, Title 24, Part 9
- National Fire Protection Association (NFPA)
- Federal Americans With Disability Act (ADA)
- Local jurisdiction codes and regulations

**19. OWNERSHIP OF DOCUMENTS**

Except for Contractor's Background Intellectual Property, Contractor hereby assigns to the District and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports, and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the District, the Contractor, the Contractor's sub-contractors, or third parties at the request of the Contractor (collectively, "Documents and Materials") upon full payment of all amounts owed to Contractor.

Contractor's Documents and Materials is (i) not intended or represented to be suitable for use on the Project unless completed and signed by Contractor, (ii) not intended for use or reuse by District, Owner or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and

adaption) by Contractor, (iii) not intended for any such use, reuse or modification without Contractor involvement and will be at District, Owner, and others sole risk and without liability or legal exposure to Contractor.

Contractor agrees to take such further steps as may be reasonably requested by District to implement the aforesaid assignment. The rights of the District under this Section shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit A to this Agreement have been fully performed. The District agrees to indemnify and hold Contractor harmless from any claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from such use, reuse, or modification of Contractor's Documents and Materials.

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

**20. USE OF DISTRICT PROPERTY**

Contractor shall not use District property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of the Contractor's obligations under this Agreement.

**21. RIGHT TO REFUSE PERSONNEL**

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor or its subcontractors, except for those subcontractors or personnel identified in the proposal submitted by Contractor. The District reserves the right to interview and approve all proposed staff members. Substitution or replacement of any key personnel from those identified in the Contractor's proposal requires the written approval of the District, in which such approval shall not be unreasonably withheld by the District.

**22. TERMINATION**

Either party may terminate this Agreement for default upon fifteen (15) days written notice to the other if the other party has substantially failed to fulfill any of its obligations in accordance with the Standard of Care as provided herein.

Any of the following occurrences or acts will constitute a material breach by the Contractor under the terms and conditions of the Agreement:

- a. non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the District has given the Contractor notice in writing. If the failure cannot be remedied or a plan to remedy is not received by District within fifteen (15) days, the District, at its discretion, may extend, in writing, the time period, or terminate the Agreement; or,

- b. an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties; or,
- c. the appointment of a receiver for the Contractor; or,
- d. for violation of California law or criminal activities.

In the event either subparagraphs a), b), c), or d) occur, as set forth in this Agreement, the District will have the right to terminate the Agreement immediately, provided Contractor fails to remedy or outline a plan to remedy within fifteen (15) days of District providing notice to Contractor to cure, and shall be done in writing and sent to the Contractor via certified, U.S. Mail.

The District has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to Contractor. In the event that the District should terminate this Agreement for its convenience, Contractor shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said termination accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B. In the event of Agreement termination, all documentation relating to the District's account shall be returned to the District.

**23. CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Sacramento, State of California.

**24. ENTIRE AGREEMENT**

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

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

**25. MODIFICATION OF AGREEMENT**

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

**26. MODIFICATIONS OF SCOPE**

The District reserves the right to make changes in the scope of work or the manner of its performance, subject to equitable adjustment in Contractor's time and cost to perform the Services in accordance with Exhibit B "Payment Terms." No change shall be made to the scope of work by the Contractor or the time or the manner of its performance without prior written approval from the District. Should the Contractor wish to modify the scope of work, the Contractor shall submit a written change order specifying the change in plans, specifications, procedures, time, sequence, or other requirements of this Agreement, detailing whether such change will result in an adjustment to compensation or time for performance.

**27. SEVERABILITY**

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

**28. SUBCONTRACTING, SUCCESSORS, AND ASSIGNS**

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

The Contractor shall not subcontract, transfer, or assign this Agreement or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent of the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

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

The Contractor 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 to this Agreement. Contractor shall be held responsible by the District for the performance of any subcontractor whether approved by the District or not.

**29. PATENTS AND INTELLECTUAL PROPERTY**

The Contractor will pay all royalties and patent license fees or other fees in respect of any intellectual property right required to perform the work stipulated in the Agreement. The

Contractor shall, at its own expense, defend all suits and proceedings instituted against the District and indemnify the District against any award of damages, demands, losses, charges or costs made against District to the extent such suits or proceedings are based on any claim that any of the products, documentation, parts or equipment, as supplied by the Contractor, constitutes an infringement of any patent or other intellectual property right by the Contractor.

If any of the products, documentation, parts or equipment supplied by the Contractor constitute an infringement of patent or other intellectual property rights and its use is enjoined, the Contractor will, at its own expense, procure for the District, the right to continue its prior use, replace or modify the supplied item so it becomes non infringing and meets the District's requirements, or pay District for its loss of use of the item.

The Contractor represents that it has the sole and unrestricted right title and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the Agreement.

The Contractor shall hold the District, its Board of Directors, the Chief, employees, and officers harmless from and against all third-party claims, demands, losses, costs, damages, actions, suits or proceedings to the extent caused by the Contractor's infringement, or anyone for whose acts they may be liable, of any intellectual property right. If the District is enjoined or there is a reasonable likelihood that it may be enjoined as a result of an injunction or claim from using any intellectual property that is incorporated into, or associated with, any product or equipment installed by the Contractor, the Contractor at its sole expense, shall: procure the right for the District to continue using the infringing intellectual property; or replace or modify the intellectual property to make it non-infringing, so long as such replacement or modification does not adversely affect the performance or use of the product or equipment or the work generally, all subject to the prior written approval by the District.

**30. NOTICES**

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To: DISTRICT:                    Sacramento Metropolitan Fire District  
                                        Attn: Erin Castleberry, Planning & Development  
                                        10545 Armstrong Ave, Suite 200  
                                        Mather, CA 95655

To: CONTRACTOR:               Benham Design, LLC  
                                        Attn: Dylan Motley, Project Manager  
                                        14000 Quail Springs Parkway, Suite 500  
                                        Oklahoma City, OK 73134

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

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

**31. SIGNATORIES**

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

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

**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**

By: \_\_\_\_\_  
Adam A. House, Fire Chief

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

**CONTRACTOR**

By: \_\_\_\_\_  
Tommy Willis, Vice President

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

**EXHIBIT A**  
**Scope of Services**

The Contractor shall act as Owner Advisor to advise the District and coordinate activities associated with the selection of a design-build entity for the Zinfandel First Responder Training Facility Phase 3 Buildout Project ("Project"). The scope of services to be provided by the Contractor shall include the following activities as needed to meet the District's goals.

**A. STUDY AND REPORT PHASE**

1. Consult with the District to define and validate Project objectives, priorities, scope, requirements, budget, and timeline (including conducting 1 in person site visit to the District).
2. Identify potential risks which are conditions or events that could negatively impact Project scope, quality, schedule or cost and make recommendations to manage and/or mitigate risk.
3. Identify additional resources or team members needed to complete the Project outside of the design-build team (ie. labor compliance, third-party testing and inspection, etc.).
4. Identify, consult with, and analyze requirements of authorities having jurisdiction.
5. Prepare an Implementation Report which will, as appropriate, contain:
  - a. Project description summary;
  - b. District's objectives for the Project;
  - c. Outline of competition procedures and schedule;
  - d. Outline of a Request for Design-Build Proposals ("RFP")

Services provided under this phase will commence upon execution of this Agreement and will be considered complete upon delivery of the Implementation Report to the District.

**B. RFP DOCUMENT DEVELOPMENT PHASE**

1. Prepare the District's design-build RFP, subject to District approval, in accordance with District standards and applicable federal, state and local regulations, including California Public Contract Code Section 22160 et seq.
  - a. The RFP should at a minimum include the following documents:
    - i. Instructions to proposers, including proposal evaluation and selection criteria;
    - ii. Proposal Form;
    - iii. Agreement Form;
    - iv. Bond Forms;
    - v. General and Special Conditions of the Design-Build Contract;
    - vi. Program of Facility Requirements;
    - vii. Schematic (spatial) Relationship Diagram;
    - viii. Space Standards and Environmental Requirements;
    - ix. Performance Specifications;
  - b. The RFP document shall incorporate, as appropriate, the following:
    - i. Programming and cost information;

- ii. Applicable specific user requirements;
- iii. Design-Build "Best Practices" as documented by the Design Build Institute of America;
- iv. Narrative Performance specifications utilizing the Construction Specifications Institute (CSI) UniFormat, applicable publications to include Regulations, Manuals, Building Codes, and other applicable Regulations and Publications;
- v. Description of pre-commissioning, commissioning and Closeout Submittal requirements;
- vi. Results of preliminary site investigations performed to collect data including research of existing information;
- vii. Essential and mandatory technical criteria to accomplish the Design-Build process;
- viii. Descriptive narrative specifications for project requirements and design criteria (as applicable to proprietary criteria);
  - 1. Foundation and structural system
  - 2. HVAC System
  - 3. Plumbing System
  - 4. Fire Protection System
  - 5. Lighting and power system
  - 6. Communication information system
  - 7. Life Safety requirements
  - 8. Typical Finishes and materials
  - 9. Other Specific Requirements
  - 10. Architectural Requirements
  - 11. Civil Requirements
  - 12. Communications to include voice and data
  - 13. Interior Designer and Furniture Consultant requirements
- ix. A summary of environmental issues identifying required waivers and permits, as required based on coordination with the District;
- x. Unique design features or considerations required for the project that may significantly influence the cost or construction schedule;
- xi. Prioritized list of scope beyond minimum requirements;
- xii. Applicable public works contracting requirements including, but not limited to, requirements of the California Public Contract Code Section 22160 et seq., California Department of Industrial Relations, and federal Davis-Bacon and Related Acts;
- xiii. A sustainability analysis identifying all applicable state sustainability requirements;
- xiv. Desired LEED certification (utilize the Building Design and Construction Green Building Rating System Version 4.0 developed by the U.S. Green Building Council (USGBC);
- xv. Design-Build (D-B) contracting strategy including milestones and assumptions;

2. Documents prepared in this phase should:
  - a. Clearly define Project goals, challenges and constraints;
  - a. Define requirements for scope, performance and quality for the Project and reflect recognized industry standards that are current, attainable, and appropriate for the Project;
  - b. Minimize the use of overly prescriptive requirements in order to provide the design-build team adequate flexibility to optimize the balance between scope, quality, schedule and budget within current market conditions, so as to empower the design-build team to meet or exceed the District's needs through innovation and creativity.
3. Based on the information provided by the District and contained in the RFP Document, prepare an opinion of probable design-build cost and any adjustments to the Project Budget cost breakdown, and make adjustments to the RFP Document that may be required to maintain the total Project Budget.

Services provided under this phase will commence upon execution of this Agreement and will be considered complete upon formal issuance of the design-build RFP to short-listed proposers.

**C. COMPETITION PHASE**

1. Facilitate and conduct pre-proposal proprietary meetings with each short-listed proposer in coordination with the District, prior to final submission of technical and price proposals to ensure District's needs and Project goals and objectives are clearly represented, including, but not limited to:
  - a. Competition kickoff conference to include in-person site walks;
  - b. Proprietary virtual RFP pre-proposal conferences;
  - c. Proprietary virtual early pre-submission presentations;
  - d. Proprietary virtual advanced pre-submission presentations.
2. Assist the District in responding to questions from short-listed proposers, including preparing any applicable Addenda to the design-build RFP.
3. Facilitate technical review of submitted proposals and assist with evaluation of proposals to support final selection of design-build entity, including but not limited to:
  - a. Assist the District to determine if submitted proposals meet minimum submittal requirements as outlined in the design-build RFP;
  - b. Examine, evaluate, and rate each proposal for compliance with the minimum performance requirements of the design-build RFP;
  - c. Assist with constructability reviews and/or cost validation of submitted price proposals.
  - d. Assist the Selection Panel in evaluation of the submitted proposals based on the selection criteria outlined in the design-build RFP;
  - e. Assist with documenting Selection Panel deliberations and scoring.
4. Assist with development and negotiation of final design-build contract including establishing critical path and milestones, validating proposed Project budget, incentive/award fee development, ensuring basis of design documents are consistent

with the District's objectives, priorities and requirements, and other negotiations as needed to support best value procurement of the design-build entity.

Services provided under this phase will commence upon formal issuance of the design-build RFP to short-listed proposers and will be considered complete upon execution of the design-build contract between the District and the selected design-build entity, or upon cessation of negotiations between the District and the design-build entity.

**D. EXCLUSIONS**

1. The following have been excluded from the scope of services:
  - a. Development of the RFQ;
  - b. Geotechnical investigation and report services;
  - c. Topographical and boundary survey services;
  - d. Environmental documentation, permitting, and approvals.

**EXHIBIT B**  
**Payment Terms**

**A. PAYMENT**

The total fee for services shall be **\$357,500 US Dollars**. This fee is based on 2.75% of the Project's current construction cost limit ("CCL") of \$13,000,000, and includes all necessary labor, travel, materials and supplies required in performance of the Services outlined in this Agreement. Should the District's Board of Directors approve an increase to the Project's CCL, the total fee for services shall be adjusted at a rate of 2.5% of the Project's CCL increase, which shall be memorialized by written amendment to this Agreement.

Payment will be made on a percentage completed basis in accordance with the milestone and delivery schedule outlined below. Invoices for payment will be provided to the District on not less than a monthly basis, and shall specify the percentage of completion as to each milestone that is subject to the invoice. No advance payments shall be made.

**B. MILESTONE AND DELIVERY SCHEDULE**

The milestone and delivery schedule is outlined as follows and may be amended as needed by the mutual agreement of the Parties.

<b>Study and Report Phase</b>	<b>12/15/23 – 02/09/24</b>
<i>Deliverable</i>	<i>Delivery Date</i>
Implementation Report	02/09/24
<b>RFP Document Development Phase</b>	<b>12/15/23 – 02/09/24</b>
<i>Deliverable</i>	<i>Delivery Date</i>
Draft RFP for District Review	01/29/24
Final RFP for Issuance	02/09/24
<b>Competition Phase</b>	<b>02/09/24 – 05/24/24</b>
<i>Deliverable</i>	<i>Delivery Date</i>
RFP Virtual Kickoff Conference	02/09/24
Site Walks	02/16/24
RFP Review Pre-Proposal Conference	02/23/24
Early Pre-Submission Presentations	03/15/24
Advanced Pre-Submission Presentations	04/05/24
Final Design-Build Agreement ready for Board Approval	05/24/24

**C. MILESTONE AND DELIVERY SCHEDULE**

Additional services not included in the Scope of Services that are provided at the request of the District shall be billed at the hourly rates specified on the attached rate schedule.



14000 Quail Springs Parkway, Suite 500  
Oklahoma City, OK 73134  
405.478.5353 / Benham.com

**Benham – 2023 Fee Schedule:**

Principal / Director	\$ 225
Senior Design Manager	\$ 190
Design Manager	\$ 175
Assistant Design Manager	\$ 108
Sr Project Coordinator	\$ 142
Project Coordinator	\$ 125
Chief Engineer	\$ 190
Senior Engineer	\$ 175
Project Engineer II	\$ 160
Project Engineer I	\$ 134
Design Engineer -in-Training/Associate II	\$ 113
Design Engineer-In-Training/Associate I	\$ 103
Senior Designer	\$ 132
Designer	\$ 113
Chief Architect	\$ 190
Senior Architect	\$ 170
Project Architect II	\$ 155
Project Architect I	\$ 134
Architectural Associate II	\$ 113
Architectural Associate I	\$ 103
Sr BIM Coordinator	\$ 160
BIM Coordinator	\$ 129
Senior Engineering Specialist / Subject Matter Expert	\$ 190
Engineering Specialist / Subject Matter Expert	\$ 174
Senior Cost Estimator	\$ 190
Cost Estimator II	\$ 170
Cost Estimator I	\$ 144
Senior CAD Technician	\$ 98
CAD Technician	\$ 82
Administrative Assistant II	\$ 88
Administrative Assistant I	\$ 77
Project Controller	\$ 88
Consultant – Principal	\$ 200
Consultant – Project Manager	\$ 150



# Sacramento Metropolitan Fire District

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

ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING A CONTRACT AWARD FOR OWNER ADVISOR SERVICES FOR THE ZINFANDEL PHASE 3 BUILDOUT PROJECT

**WHEREAS**, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

**WHEREAS**, the District adopted Resolution 2023-065 which determined that it was in the best interest of the District to use the design-build construction delivery method for the Zinfandel Phase 3 Buildout project ("Project"); and

**WHEREAS**, the District has determined that retaining the services of a consultant to serve as Owner Advisor to facilitate the procurement and selection of a design-build entity is recognized as a best practice for design-build projects and is in the best interest of the District; and

**WHEREAS**, the District desires to award a contract for the performance of these services to Benham Design, LLC who was the highest ranked proposer following a Request for Proposals process conducted in accordance with the District's Purchasing and Contracting Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District, does hereby approve a contract award to Benham Design, LLC and authorize the Fire Chief or his designee to execute and administer a professional services agreement materially similar to the proposed agreement.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of December, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

### SACRAMENTO METROPOLITAN FIRE DISTRICT

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

**ATTEST:**

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** December 14, 2023  
**TO:** Board of Directors  
**SUBJECT:** Board Adoption - Response Standards and Service Level Objectives

## TOPIC

Staff recommendation for Board of Directors (Board) to adopt the Response Standards and Service Level Objectives.

## BACKGROUND

Following the completion of a Standards of Cover study in 2009, the Sacramento Metropolitan Fire District's (District) Board of Directors (Board) adopted Fire Unit Deployment Performance Measures (Board Policy 01.011.01) which set response standards and service level objectives to guide and evaluate District service delivery.

## DISCUSSION

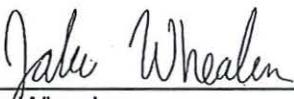
The 2020 Board Strategic Plan outlined the need for an updated Standards of Cover (SOC) study to better evaluate District service delivery and performance. As part of that process, a new Standards of Cover Policy (Board Policy 01.021.01) has been adopted which defines the essential elements of the SOC, the process by which it is developed, and the outcomes to be expected. The new policy, which replaces the 2009 policy, outlines in Section 2a that updated response standards, service level objectives, and key performance metrics should be adopted in order to measure performance and desired outcomes, in accordance with the findings and recommendations of the annual SOC update.

The 2023 SOC study recommended the adoption of new response standards and service level objectives to more adequately evaluate diverse, evolving risks to better serve the growing populations that are experiencing them. The proposed Response Standards and Service Level Objectives are attached in Attachment 1.

## RECOMMENDATION

Staff recommends the Board approve the attached resolution to adopt the Response Standards and Service Level Objectives.

Submitted by:

  
\_\_\_\_\_  
Jake Whealen  
Geographic Information Data Analyst

Approved by:

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

## ATTACHMENTS:

Attachment 1: Response Standards and Service Level Objectives  
Attachment 2: Resolution to Adopt Response Standards and Service Level Objectives



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT TO ADOPT RESPONSE STANDARDS AND SERVICE LEVEL OBJECTIVES

**WHEREAS**, the Sacramento Metropolitan Fire District (District) recently completed its inaugural Standards of Cover (SOC) report to evaluate District service delivery; and

**WHEREAS**, the SOC Policy (Board Policy 01.021.01) memorializes SOC elements, annual development and updates, key performance metrics, and updated response standards and service level objectives; and

**WHEREAS**, the District shall adopt response standards, service level objectives, and key performance metrics in order to measure performance and desired outcomes per Section 2a of the SOC Policy; and

**WHEREAS**, the proposed Response Standards and Service Level Objectives enhance the District's ability to evaluate diverse, evolving risks in consideration of best practice recommendations; and

**WHEREAS**, adoption of the Response Standards and Service Level Objectives is crucial to improving the District's service delivery.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby adopt the Response Standards and Service Level Objectives.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of December, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

**ATTEST:**

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



# Sacramento Metropolitan Fire District

## Response Standards and Service Level Objectives

### Response Standard Considerations

Response standards determine the appropriate level of service to be provided to the community by the Sacramento Metropolitan Fire District (District). Service level can be described as the expected response time and the resources required to perform the critical tasks necessary to effectively mitigate the incident. Service levels can vary based on population, density, land use, incident history, identified risks and special hazards.

### Proposed Response Standards

The District recommends the following response standards to guide service level, which are considered best practices by the Center for Public Safety Excellence and the National Fire Protection Association (NFPA).

Dense Urban	Urban	Suburban	Rural
Population density greater than 3,000 people per square mile	Population density between 1,000-3,000 people per square mile	Populations density between 500-1,000 people per square mile	Population density less than 500 people per square mile

In addition to the above four standards, development trends suggest that there may be pockets in dense urban areas that eventually exceed 10,000 people per square mile as buildout occurs. Recognizing that densities at that level poses additional risks and challenges to emergency response, future consideration should be made on whether to include an even higher response standard for these areas which would be considered "metropolitan" in nature.

### Service Level Objective Considerations

As previously defined, service level is described as the expected response time and the resources required to perform the critical tasks necessary to effectively mitigate the incident. As such, considerations for setting service level objectives primarily revolve around response time considerations and risk considerations.

#### Response Time

Response time is measured as the length of time from when a call is dispatched to when personnel arrive on scene. Response time is measured to include both the first arriving unit as well as when effective response force (ERF) is achieved, and includes dispatch time (time from alarm to notification), turnout time (time from notification to enroute), and travel time (time from enroute to on scene).

#### Risk

Different types of incidents pose varying levels of risk and ERF needs, which should be considered when setting service level objectives. NFPA 1710 recommends that service level objectives are set for each major service component (fire suppression, EMS, and special operations) with consideration given to level of risk. The District recognizes fire suppression and EMS, and further breaks special operations into Technical Rescue and Hazardous Materials (HazMat) risk categories.

### Proposed Service Level Objectives

As previously discussed, NFPA 1710 recommends that service level objectives be set for all incident types in accordance with risk categories.

## Response Time

The recommended benchmark performance statements below reflect the District's existing objectives for a dispatch time of 01:00 (one minute) and a turnout time of 02:00 (two minutes).

Recommended travel times are shown in the table below. The recommendations retain existing objectives for first-due and ERF travel times by response standard, and add additional travel time objectives for varying risk class and category, as well as for an additional response standard (dense urban) which was not recognized in previous District Standards.

Risk Class & Category	ERF	Dispatch Time	Turnout Time	ERF Travel Time				Total Response Time				
				Dense Urban	Urban	Suburban	Rural	Dense Urban	Urban	Suburban	Rural	
Fire	Low 1	3	01:00	02:00	04:00	04:00	10:00	14:00	07:00	07:00	13:00	17:00
	Low 2	4	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Low 3	7	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Low 4	8	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Moderate 1	11	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Moderate 2	13	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Moderate 3	14	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	High 1	16	01:00	02:00	10:10	10:10	19:10	25:30	13:10	13:10	22:10	28:30
	High 2	24	01:00	02:00	10:10	10:10	19:10	25:30	13:10	13:10	22:10	28:30
	High 3	27	01:00	02:00	10:10	10:10	19:10	25:30	13:10	13:10	22:10	28:30
EMS	Max 1	32	01:00	02:00	10:10	10:10	19:10	25:30	13:10	13:10	22:10	28:30
	Max 2	33	01:00	02:00	10:10	10:10	19:10	25:30	13:10	13:10	22:10	28:30
	Low 1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Low 2	3	01:00	02:00	04:00	04:00	10:00	14:00	07:00	07:00	13:00	17:00
Rescue	Low 3	5	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Low 4	5	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Low 1	3	01:00	02:00	04:00	04:00	10:00	14:00	07:00	07:00	13:00	17:00
	Low 2	5	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Low 3	7	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Moderate 1	10	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Moderate 2	13	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Moderate 3	17	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	High 1	21	01:00	02:00	10:10	10:10	19:10	25:30	13:10	13:10	22:10	28:30
	High 2	22	01:00	02:00	10:10	10:10	19:10	25:30	13:10	13:10	22:10	28:30
Hazardous	Low 1	3	01:00	02:00	04:00	04:00	10:00	14:00	07:00	07:00	13:00	17:00
	Low 2	8	01:00	02:00	8:00	8:00	15:00	20:00	11:00	11:00	18:00	23:00
	Moderate 1	11	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Moderate 2	14	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	Moderate 3	21	01:00	02:00	10:10	10:10	19:10	25:30	13:10	13:10	22:10	28:30
	High 1	14	01:00	02:00	08:00	08:00	15:00	20:00	11:00	11:00	18:00	23:00
	High 2	25	01:00	02:00	10:10	10:10	19:10	25:30	13:10	13:10	22:10	28:30

## Benchmark Performance Statements

Keeping in mind that each risk class and subcategory has a different ERF, individual benchmark performance statements are recommended below for each risk class and category according to applicable response standards.

### Fire Response

#### Fire Low 1

For 90% of all Fire Low 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gallons per minute (gpm) pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and extinguishment. Total response time for the arrival of ERF will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. ERF will be staffed with a minimum of 3 personnel.



**Fire Low 2**

For 90% of all Fire Low 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and extinguishment. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 4 personnel and be capable of monitoring aircraft communications.

**Fire Low 3**

For 90% of all Fire Low 3 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and extinguishment. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 7 personnel.

**Fire Low 4**

For 90% of all Fire Low 4 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and extinguishment. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 8 personnel.

**Fire Moderate 1**

For 90% of all Fire Moderate 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm as needed. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 11 personnel.

**Fire Moderate 2**

For 90% of all Fire Moderate 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and providing patient care as needed. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 13 personnel.

**Fire Moderate 3**

For 90% of all Fire Moderate 3 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm as needed. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 14 personnel.



**Fire High 1**

For 90% of all Fire High 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and providing patient care as needed. Total response time for the arrival of ERF will be 10:10 in dense urban and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 16 personnel.

**Fire High 2**

For 90% of all Fire High 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm as needed. Total response time for the arrival of ERF will be 10:10 in dense urban and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 24 personnel.

**Fire High 3**

For 90% of all Fire High 3 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and gaining direct access to the aircraft. Total response time for the arrival of ERF will be 10:10 in dense urban and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 27 personnel.

**Fire Max 1**

For 90% of all Fire Max 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and establishing standpipe connection as appropriate. Total response time for the arrival of ERF will be 10:10 in dense urban and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 32 personnel.

**Fire Max 2**

For 90% of all Fire Max 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and conducting evacuations as needed. Total response time for the arrival of ERF will be 10:10 in dense urban and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 33 personnel.

**EMS Response****EMS Low 1**

EMS Low 1 incidents are primarily interfacility transfers and Mobile Integrated Health (MIH) program calls which, by nature, are not emergent and do not require emergency response. As such, no benchmark performance statement is recommended for adoption at this time. As the MIH program grows, a future recommendation may be considered for appropriate benchmark performance measurement.



**EMS Low 2**

For 90% of all EMS Low 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, requesting additional resources if necessary, and providing BLS/ALS patient care as needed. Total response time for the arrival of ERF will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. ERF will be staffed with a minimum of 3 personnel.

**EMS Low 3**

For 90% of all EMS Low 3 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, requesting additional resources if necessary, and providing BLS/ALS patient care as needed. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 5 personnel.

**EMS Low 4**

For 90% of all EMS Low 4 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, requesting additional resources if necessary, and providing BLS/ALS patient care as needed. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 5 personnel.

**Technical Rescue Response****Rescue Low 1**

For 90% of all Rescue Low 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, investigation, requesting additional resources if necessary, providing BLS/ALS patient care, and mitigation as needed. Total response time for the arrival of ERF will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. ERF will be staffed with a minimum of 3 personnel.

**Rescue Low 2**

For 90% of all Rescue Low 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, investigation, requesting additional resources if necessary, providing BLS/ALS patient care, and mitigation. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 5 personnel.

**Rescue Low 3**

For 90% of all Rescue Low 3 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, investigation, requesting additional resources if necessary, providing BLS/ALS patient care, and mitigation. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 7 personnel.

**Rescue Moderate 1**

For 90% of all Rescue Moderate 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be



capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, providing BLS/ALS patient care, and conducting evacuations as needed. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 10 personnel.

### **Rescue Moderate 2**

For 90% of all Rescue Moderate 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, gaining access to aircraft, deploying fire attack lines capable of flowing 150 gpm, and performing rescues as needed. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 13 personnel.

### **Rescue Moderate 3**

For 90% of all Rescue Moderate 3 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up, identifying victim profile and location, requesting additional resources if necessary, and performing shore-based rescues. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 17 personnel.

### **Rescue High 1**

For 90% of all Rescue High 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up, site control and scene management, hazard recognition, increasing survivability profile, and requesting additional resources if necessary. Total response time for the arrival of ERF will be 10:10 in dense urban and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 21 personnel.

### **Rescue High 2**

For 90% of all Rescue High 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up, site control and scene management, hazard recognition, increasing survivability profile, and requesting additional resources if necessary. Total response time for the arrival of ERF will be 10:10 in dense urban and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 22 personnel.

## **Hazardous Materials Response**

### **HazMat Low 1**

For 90% of all HazMat Low 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up and safety, investigation, requesting additional resources if necessary, and mitigation if possible. Total response time for the arrival of ERF will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. ERF will be staffed with a minimum of 3 personnel.

### **HazMat Low 2**

For 90% of all HazMat Low 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up and safety, investigation, requesting additional resources if



necessary, isolating and denying entry, evacuations, and performing first responder mitigation tactics if possible. Total response time for the arrival of ERF will be 8:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 8 personnel.

#### **HazMat Moderate 1**

For 90% of all HazMat Moderate 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, isolating and denying entry, securing utilities, and conducting evacuations or rescues as needed. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 11 personnel.

#### **HazMat Moderate 2**

For 90% of all HazMat Moderate 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, requesting additional resources if necessary, scene safety, isolating and denying entry, product identification if possible, determining immediate threats to life, and rescuing victims if possible. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 14 personnel.

#### **HazMat Moderate 3**

For 90% of all HazMat Moderate 3 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, requesting additional resources if necessary, scene safety, isolating and denying entry, product identification if possible, determining immediate threats to life, deploying fire attack lines capable of flowing 150 gpm, and rescuing victims if possible. Total response time for the arrival of ERF will be 10:10 in dense urban and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 21 personnel.

#### **HazMat High 1**

For 90% of all HazMat High 1 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit should already have arrived on a HazMat Low 2 response. Additional companies on HazMat High 1 incidents should be able to conduct robust offensive HazMat mitigation operations. Total response time for the arrival of ERF will be 08:00 in dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 14 personnel.

#### **HazMat High 2**

For 90% of all HazMat High 2 responses, total response time for the first arriving unit will be 04:00 in dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, isolating and denying entry, product identification if possible, performing first responder mitigation tactics if possible, and conducting evacuations or rescues as needed. Total response time for the arrival of ERF will be 10:10 in dense urban and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 25 personnel.





ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING A SIDE LETTER FOR ALL RESPECTIVE MEMORANDUMS OF UNDERSTANDING BY AND BETWEEN THE SACRAMENTO METROPOLITAN FIRE DISTRICT AND THE SACRAMENTO AREA FIREFIGHTERS LOCAL 522, I.A.F.F. (AFL-CIO)

**WHEREAS**, the Board of Directors, pursuant to California Government Code Section 3500 *et seq.*, enacted by resolution an Employer-Employee Relations policy; and

**WHEREAS**, under the terms of that policy, representatives for the District have met and conferred with representatives of Sacramento Area Firefighters Local 522, I.A.F.F. (AFL-CIO) (hereinafter referred to as "Local 522") a recognized employee organization over modifications in the current respective Memorandums of Understanding which are scheduled to terminate on December 31, 2024; and

**WHEREAS**, these parties have reached an agreement on matters relating to the terms of agreement, wages and hours of the employees in said units; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Directors of the Sacramento Metropolitan Fire District that the Side Letters agreed to on December 6, 2023 be formally adopted, attached hereto as a separate document until the respective MOU's are developed.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of DECEMBER, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

SACRAMENTO METROPOLITAN FIRE DISTRICT

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

**ATTEST:**

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board

**Side Letter of Agreement**  
**By and Between**  
**Sacramento Metropolitan Fire Protection District**  
**and**  
**The Sacramento Area Fire Fighters**  
**Local 522, I.A.F.F. (AFL-CIO)**

The Sacramento Metropolitan Fire Protection District (“District”) and the Sacramento Area Fire Fighters, IAFF Local 522 (“Union”) have met and conferred in good faith regarding the matters addressed in this Side Letter of Agreement (“Agreement”). The District and the Union agree to amend their Memorandum of Understanding (“MOU”) for the term of January 1, 2023 through December 31, 2024 as described in this Agreement.

**1. Union Business Leave**

The District and the Union agree to amend Article 4, Union Business Leave, as follows:

- “A. Subject to approval by the Fire Chief or the Chief’s designees, the Union representative and/or designee shall be granted reasonable paid release time to conduct Union business directly related to the District’s employer/employee relations. The Fire Chief and the Vice President of the Union shall mutually agree to approve one additional employee in one of the four bargaining units represented by the Union. If the Fire Chief and Union Vice President cannot mutually agree, then the Union Vice President has the right to utilize the position for 90 days at their discretion.
- B. During a scheduled meet and confer session, a reasonable number of members of the employee’s negotiating committee may be granted release time from a regularly scheduled twenty-four (24) hour shift and up to two (2) employees from day shift, without loss of compensation or other benefits for a reasonable period before and after any scheduled meet and confer session for the purpose of a caucus. Such release time shall include reasonable travel time to and from the employee’s duty location and the scheduled meeting location.
- C. The Fire Chief does reserve the right to temporarily postpone or even cancel the session if conditions or circumstances are of a nature that adequate staffing of the District’s emergency services would be adversely curtailed by the release of the affected personnel.
- D. The Union Officers and Unit Representatives and/or designee shall be granted leave from duty for Union business, provided that such leave does not reasonably interfere with or disrupt the workings of the District.
- E. The District will provide a total of 2000 hours per calendar year for Union Leave for the purpose identified in items A and D of this Section. In addition to the 2000 hours, the District will provide 1500 hours annually if a Metro Member holds the President spot on

the Executive Board of 522.

- F. The District shall provide an opportunity for the current Sacramento Metropolitan Fire District Union Vice President to work in a Day assignment. Should the Union waive this option, the District shall provide a total of 2000 hours per calendar year for Union Leave for the purpose identified in item D of this Section.
- G. Unused hours will roll over into the next calendar year. The maximum accrual will be a cap of 5000 hours.
- H. The union may request purchase of additional hours at the appropriate rate of compensation for an employee of like rank. Additionally, employees may donate Vacation leave to the union leave account. Donated hours will reside in an independent account and shall not roll-over from year to year.
- I. The Local 522 Vice President will approve the use of Union Business Leave.”

## **2. Term of MOU**

The District and the Union agree to amend Article 9(A), Term of Agreement and Modifications, as follows:

- “A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2023 and shall remain in full force and effect through June 30, 2026.
  - or
  - 1. Until earlier amended, modified, or superseded by a properly executed and accepted Memorandum of Understanding between the parties;
    - or
  - 2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Directors of the District.
    - or
  - 3. In the event of an emergency, by notice from the Fire Chief or the Fire Chief's designee, subject to the right of the Union to subsequently meet and confer on the District's emergency actions;
    - or
  - 4. In the event the Board of Directors approves any plan which calls for consolidation or reorganization with one or more other fire districts, only those articles of this Agreement impacted by the proposed consolidation or reorganization are subject to the meet and confer process upon written notice from the Union or from the District.”

## **3. Wages**

The District and the Union agree to amend Article 10, Wages, as follows:

“The pay policy is for the represented personnel in the following classifications of:

Firefighter

Fire Engineer

Fire Captain

Fire Inspector I

Fire Inspector II

Supervising Inspector

Deputy Fire Marshal

Fire Investigator I

Fire Investigator II

Supervising Investigator

Public Education Technician

Community Relations Specialist

Community Relations Coordinator

Geographic Information Specialist

Geographic Information Data Analyst

Shop Assistant

Parts Buyer

Fire Mechanic

Master Mechanic

All listed individuals will fall within the proposed compensation increase as agreed upon by both the District and the Union.

**Base Wage Adjustments – January 1, 2023 through December 31, 2024:**

Effective the first full pay period in January, 2023, the District will delete Step 1 and Step 2 from the Firefighter Job Classification Wage Scale and remaining Steps 3 through 7 will be retitled Steps 1 through 5.

Effective the first full pay period in January, 2023, base wages for all represented job classifications will increase by 5.0%.

The monthly wage scale below includes the base wage increase.

Effective January 1, 2024, Local 522 members will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 equity adjustment will be governed by the following chart:

FY 2023/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% to 4.4%	1.0%
4.5% to 5.4%	2.0%
5.5% or more	3.0%

**Base Wage Adjustments – January 1, 2025 through June 30, 2026:**

Effective January 1, 2025, Local 522 members will receive a base wage increase based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2024/25 Combined Tax Rolls compared to the FY 2023/24 Combined Tax Rolls. The amount of the January 1, 2025 equity adjustment will be governed by the following chart:

FY 2024/25 Net Taxable Value Increase	2025 Equity Adjustment
1.49% or less	0%
1.5% to 2.49%	1.0%
2.5% to 3.49%	2.0%
3.5% to 4.49%	3.0%
4.5% or more	4.0%

Article 10(A) and Article 10(B) are unchanged by this Agreement.

This Agreement describes all of the changes agreed-to by the Parties for the MOU commencing January 1, 2023. The balance of the MOU remains unchanged and in effect.

**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**



Adam A. House, Fire Chief

Date: 12-7-23

**SACRAMENTO AREA FIRE  
FIGHTERS, LOCAL 522**

  
Matthew Cole (Dec 7, 2023 12:49 PST)

Matt Cole, Vice President

Date: Dec 7, 2023

**Side Letter of Agreement**  
**By and Between**  
**Sacramento Metropolitan Fire Protection District**  
**and**  
**The Administrative Support Personnel**  
**An Affiliate of Local 522**

The Sacramento Metropolitan Fire Protection District (“District”) and the Administrative Support Personnel (ASP), an affiliate of Sacramento Area Firefighters Local 522, herein referred to as the (“Union”) have met and conferred in good faith regarding the matters addressed in this Side Letter of Agreement (“Agreement”). The District and the Union agree to amend their Memorandum of Understanding (“MOU”) for the term of January 1, 2023 through December 31, 2024 as described in this Agreement.

**1. Term of MOU**

The District and the Union agree to amend Article 8(A), Term of Agreement and Modifications, as follows:

- “A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2023 and shall remain in full force and effect through June 30, 2026,  
or
1. Until earlier amended, modified, or superseded by a properly executed and accepted Memorandum of Understanding between the parties;  
or
  2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Directors of the District.  
or
  3. In the event of an emergency, by notice from the Fire Chief or the Fire Chief’s designee, subject to the right of the Union to subsequently meet and confer on the District’s emergency actions;  
or
  4. In the event the Board of Directors approves any plan which calls for consolidation or reorganization with one or more other fire districts, only those articles of this Agreement impacted by the proposed consolidation or reorganization are subject to the meet and confer process upon written notice from the Union or from the District.”

**2. Wages**

The District and the Union agree to amend Article 9, Wages, as follows:

**Base Wage Adjustments – January 1, 2025 through June 30, 2026:**

Effective January 1, 2025, Union members will receive a base wage increase based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2024/25 Combined Tax Rolls compared to the FY 2023/24 Combined Tax Rolls. The amount of the January 1, 2025 equity adjustment will be governed by the following chart:

FY 2024/25 Net Taxable Value Increase	2025 Equity Adjustment
1.49% or less	0%
1.5% to 2.49%	1.0%
2.5% to 3.49%	2.0%
3.5% to 4.49%	3.0%
4.5% or more	4.0%

Article 9(A) through Article 9(D) are unchanged by this Agreement.

This Agreement describes all of the changes agreed-to by the Parties for the MOU commencing January 1, 2023. The balance of the MOU remains unchanged and in effect.

**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**



Adam A. House, Fire Chief

Date: 12-6-23

**SACRAMENTO AREA FIRE  
FIGHTERS, LOCAL 522**

  
Matthew Cole  
Matthew Cole (Dec 7, 2023 12:52 PST)

Matt Cole, Vice President

Date: 12-7-23

**Side Letter of Agreement**  
**By and Between**  
**Sacramento Metropolitan Fire Protection District**  
**and**  
**The Battalion Chief's Organization**  
**Affiliated with the Sacramento Area Firefighters Local 522, I.A.F.F.**  
**(AFL-CIO)**

The Sacramento Metropolitan Fire Protection District (“District”) and the Battalion Chiefs Organization, affiliated with the Sacramento Area Fire Fighters, Local 522, AFL/CIO, hereinafter referred to as the (“Union”) have met and conferred in good faith regarding the matters addressed in this Side Letter of Agreement (“Agreement”). The District and the Union agree to amend their Memorandum of Understanding (“MOU”) for the term of January 1, 2023 through December 31, 2024 as described in this Agreement.

**1. Term of MOU**

The District and the Union agree to amend Article 9(A), Term of Agreement and Modifications, as follows:

- “A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2023 and shall remain in full force and effect through June 30, 2026.
- or
1. Until earlier amended, modified, or superseded by a properly executed and accepted Memorandum of Understanding between the parties;

or

  2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Directors of the District.

or

  3. In the event of an emergency, by notice from the Fire Chief or the Fire Chief’s designee, subject to the right of the Union to subsequently meet and confer on the District’s emergency actions;

or

  4. In the event the Board of Directors approves any plan which calls for consolidation or reorganization with one or more other fire districts, only those articles of this Agreement impacted by the proposed consolidation or reorganization are subject to the meet and confer process upon written notice from the Union or from the District.”

## **2. Wages**

The District and the Union agree to amend Article 12, Wages, as follows:

### **Base Wage Adjustments – January 1, 2025 through June 30, 2026:**

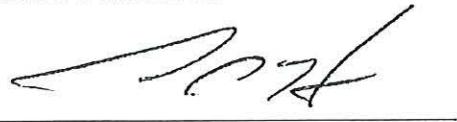
Effective January 1, 2025, Union members will receive a base wage increase based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2024/25 Combined Tax Rolls compared to the FY 2023/24 Combined Tax Rolls. The amount of the January 1, 2025 equity adjustment will be governed by the following chart:

FY 2024/25 Net Taxable Value Increase	2025 Equity Adjustment
1.49% or less	0%
1.5% to 2.49%	1.0%
2.5% to 3.49%	2.0%
3.5% to 4.49%	3.0%
4.5% or more	4.0%

Article 12(1) and Article 12(2) are unchanged by this Agreement.

This Agreement describes all of the changes agreed-to by the Parties for the MOU commencing January 1, 2023. The balance of the MOU remains unchanged and in effect.

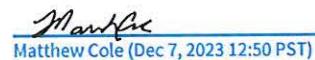
**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**



Adam A. House, Fire Chief

Date: 12-6-23

**SACRAMENTO AREA FIRE  
FIGHTERS, LOCAL 522**

  
Matthew Cole  
Matthew Cole (Dec 7, 2023 12:50 PST)

Matt Cole, Vice President

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

**Side Letter of Agreement**  
**By and Between**  
**Sacramento Metropolitan Fire Protection District**  
**And**  
**EMT and Paramedic**  
**An Affiliate of Local 522**

The Sacramento Metropolitan Fire Protection District (“District”) and EMT and Paramedic, an affiliate of Sacramento Area Firefighters Local 522, herein referred to as the (“Union”) have met and conferred in good faith regarding the matters addressed in this Side Letter of Agreement (“Agreement”). The District and the Union agree to amend their Memorandum of Understanding (“MOU”) for the term of January 1, 2023 through December 31, 2024 as described in this Agreement.

**1. Term of MOU**

The District and the Union agree to amend Article 9(A), Term of Agreement and Modifications, as follows:

- “A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2023 and shall remain in full force and effect through June 30, 2026.  
or  
1. Until earlier amended, modified, or superseded by a properly executed and accepted Memorandum of Understanding between the parties;  
or  
2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Directors of the District.  
or  
3. In the event of an emergency, by notice from the Fire Chief or the Fire Chief’s designee, subject to the right of the Union to subsequently meet and confer on the District’s emergency actions;  
or  
4. In the event the Board of Directors approves any plan which calls for consolidation or reorganization with one or more other fire districts, only those articles of this Agreement impacted by the proposed consolidation or reorganization are subject to the meet and confer process upon written notice from the Union or from the District.”

## **2. Wages**

The District and the Union agree to amend Article 10, Wages, as follows:

### **Base Wage Adjustments – January 1, 2025 through June 30, 2026:**

Effective January 1, 2025, Union members will receive a base wage increase based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2024/25 Combined Tax Rolls compared to the FY 2023/24 Combined Tax Rolls. The amount of the January 1, 2025 equity adjustment will be governed by the following chart:

FY 2024/25 Net Taxable Value Increase	2025 Equity Adjustment
1.49% or less	0%
1.5% to 2.49%	1.0%
2.5% to 3.49%	2.0%
3.5% to 4.49%	3.0%
4.5% or more	4.0%

Article 10(A) through Article 10(G) are unchanged by this Agreement.

This Agreement describes all of the changes agreed-to by the Parties for the MOU commencing January 1, 2023. The balance of the MOU remains unchanged and in effect.

**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**



Adam A. House, Fire Chief

**SACRAMENTO AREA FIRE  
FIGHTERS, LOCAL 522**

*Matthew Cole*

Matthew Cole (Dec 7, 2023 12:52 PST)

Matt Cole, Vice President

Date: 12-6-23

Date: 12-7-23



ADAM A. HOUSE  
*Fire Chief*

# Sacramento Metropolitan Fire District

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

**DATE:** December 14, 2023

**TO:** Board of Directors

**SUBJECT:** Amendment to Board Resolution affecting Senior Safety Management and Safety Management Employees

## TOPIC

Approval of Amendment to Resolution establishing compensation and benefits for Senior Safety Management and Safety Management Employees.

## SUMMARY

On December 8, 2022, the Board of Directors voted and approved Resolution 2022-104, which defined the compensation and benefits package to be provided to Senior Safety Management Employees, which included Chief Deputy, Deputy Chiefs, Assistant Chiefs, Chief Pilots and Fire Marshal. The Resolution was approved at a time generally corresponding with, but after the approval of new labor Memorandums of Understanding with Local 522 and represented employee classifications of the District. The Resolution defines compensation, wage increases, vacation leave, bereavement leave, sick leave, other leaves, as well as health and retirement benefits. Now before the Board is an amendment to reduce paid administrative leave hours and elimination of Medicare Reimbursement Cost Recovery Program IGT Incentives.

## DISCUSSION

Included in the compensation and benefit provisions for the positions covered under the Resolution are 80 hours for day assignment employees and 112 hours for shift assignment employees of paid administrative leave annually, and Medicare Reimbursement Cost Recovery Program IGT incentives. Before the Board for consideration is the elimination of Medicare Reimbursement Cost Recovery Program IGT Incentives and modification of allowances for administrative leave.

### 1. ADMINISTRATIVE LEAVE

Regarding administrative leave, the current Resolution provides paid administrative leave as follows:

- Employees assigned to a 40 hour per week "day" assignment shall receive 80 hours of administrative leave each January 1st.
- Employees assigned to a 56 hour per week "shift" assignment shall receive 112 hours of administrative leave each January 1st.

Employees hired or promoted after January 1st shall have their accrual prorated for that year. Employees are able to accrue hours in an Administrative leave bank, subject to maximum level, and any hours remaining as of December 31 are rolled into the next year, reducing the January

1 allotment so the maximum accrual will not be exceeded. Additionally, any remaining accruals are not subject to buy back, and at termination and retirement are paid off at the employees total hourly rate.

By way of the proposed amended resolution, Administrative leave is reduced by 50%. All other terms would remain the same.

The Fire Chief submits this proposal and recommends that this adjustment in leave hours be approved by the Board. This reduction in hours will result in a financial savings to the District, and bring into line the overall compensation package for Senior Safety Management and Safety Management Employees to a more reasonable level, while, at the same time, providing an appropriate level of paid time off, considering their exempt status under State and Federal Labor laws.

## **2. MEDICARE REIMBURSEMENT COST RECOVERY PROGRAM IGT INCENTIVES RECOMMENDATION**

At the time of approval of the current Resolution, the District had recently concluded, and finalized a labor Memorandum of Understanding with the Local 522 involving the represented classes of District employees. One benefit aspect of that agreement provided the potential for represented employees to receive cash incentives in the event that actual total revenue from all of the Medicare reimbursement cost recovery programs exceeded the 2022/2023 final budgeted reimbursement. The payment amount is based upon a sliding scale related to increases in the Medicare reimbursement. At the time of approval of the subject Resolution, the Board provided this same incentive to Senior Safety and Safety Management Staff.

The new amended Resolution would eliminate this incentive program for the covered positions. Administration believes that cost savings can be directed to other needs of the district. The elimination would further establish a more reasonable overall compensation package as the District moves forward into a potentially uncertain economic environment.

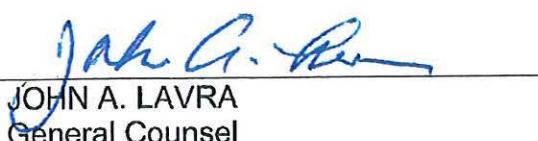
### **FISCAL IMPACT**

Based upon the current number of employees in the subject classifications, the Administrative Leave Savings is \$59,540.00 and the Medicare Reimbursement Savings is \$27,000.00. The combined annual savings are \$79,203.00.

### **RECOMMENDATION**

Recommend the Board adopt the amended Resolution.

Submitted by:

  
\_\_\_\_\_  
JOHN A. LAVRA  
General Counsel

  
\_\_\_\_\_  
ADAM A. HOUSE  
Fire Chief



ADAM A. HOUSE  
*Fire Chief*

# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2023-XXX

### A RESOLUTION AFFECTING SENIOR SAFETY MANAGEMENT AND SAFETY MANAGEMENT EMPLOYEES

Adopted by the Board of Directors of the  
**SACRAMENTO METROPOLITAN FIRE DISTRICT**

**On December 14, 2023**

**WHEREAS**, the Board of Directors of the Sacramento Metropolitan Fire District (Board) recognizes the importance of codified provisions relating to wages, hours, and other terms and conditions of employment to employees who are not members of recognized bargaining groups, and

**WHEREAS**, this resolution supersedes Resolution No.2022-104 adopted by the Board of Directors of the Sacramento Metropolitan Fire District on December 8, 2022, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Senior Safety Management and Safety Management employees, and

**WHEREAS**, the Board wishes to clarify and modify the wages and benefits available to Senior Safety Management and Safety Management employees, excluding the Fire Chief who is covered by individual contract, to take effect on January 1, 2024.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO METROPOLITAN FIRE DISTRICT:**

#### 1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. The members of Senior Safety Management include any person employed in, or assigned to, the following classifications:

Chief Deputy  
Deputy Chief  
Assistant Chief  
Fire Marshal

- B. The members of Safety Management include any person employed in, or assigned to, the following classifications:

Chief Pilot

## **2. FLSA STATUS & BUSINESS HOURS**

- A. Employees are exempt from Fair Labor Standards Act (FLSA) overtime requirements and are therefore paid a salary.
- B. Employees are responsible for keeping their supervisors apprised of their work schedules and location. Employee's work schedule must satisfy work place requirements as determined by their supervisor.
  1. As used in this Resolution, "day" personnel, or "day" assignments refer to those employees regularly assigned to a 40 hour work week, on average. This regular assignment does not in any way impact the exempt nature of the employee's FLSA status.
  2. As used in this Resolution, "shift" personnel, or "shift" assignments refer to those employees regularly assigned to a 24-hour shift schedule (amounting to 192 scheduled hours in a 24 day work period). This regular assignment does not in any way impact the exempt nature of the employee's FLSA status.

## **3. ADMINISTRATIVE LEAVE**

In express recognition of being "exempt" under the provisions of Federal and State Law, each employee assigned to a 40-hour per week "day" assignment shall receive forty (40) hours of administrative leave each January 1<sup>st</sup>, subject to a 40-hour maximum accrual in the Administrative Leave Bank; and each employee assigned to a 56-hour per week "shift" assignment shall receive fifty-six (56) hours of administrative leave each January 1<sup>st</sup>, subject to a 56-hour maximum accrual in the Administrative Leave Bank. Employees hired or promoted on a day other than January 1<sup>st</sup> shall have their accrual of Administrative Leave for that year adjusted on a pro-rata basis. Any hours remaining in the Administrative Leave Bank as of December 31<sup>st</sup> will roll over to the next year and will reduce the January 1<sup>st</sup> earning such that the 40-hour/56-hour maximum accrual will not be exceeded. These hours shall not be credited at a later date, even if the balance subsequently falls below the maximum accruals. Administrative Leave is not eligible for any sell back opportunities. At the time of termination or retirement, any unused Administrative Leave in the employee's account shall be paid off at the employee's total hourly rate of pay, inclusive of all incentives

## **4. COMPENSATION**

For the term covering January 1, 2023 through December 31, 2024, employees covered by this Resolution are subject to the following wage increases.

Effective the first full pay period in January 2023, the following employees will receive a 9.0% base wage increase. The monthly wage scale below includes this base wage increase.

Chief Deputy  
Deputy Chief

Effective the first full pay period in January 2023, the following employees will receive a 5.0% base wage increase. The monthly wage scale below includes this base wage increase.

**Assistant Chief  
Fire Marshal**

The Fire Chief on an annual basis shall grant step increases after a successful evaluation. The Fire Chief is granted the authority to withhold step increases; however, those affected employees may request reconsideration by the Board.

The pay scale applicable to employees covered by this resolution is reflected in the salary table below.

**Salary Table Reflecting 2023 Monthly Pay Scale:**

	Step 1	Step 2	Step 3	Step 4	Step 5
Chief Deputy					25,519.86
Deputy Chief					24,304.62
Assistant Chief				20,489.39	21,509.61
Fire Marshal				20,489.39	21,509.61
Chief Pilot	9,756.18	10,240.13	10,747.61	11,279.96	11,839.77

The pay scale reflects base pay and is exclusive of incentives.

Effective January 1, 2024, employees will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 base wage increase will be governed by the following chart:

FY 2023/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% to 4.4%	1.0%
4.5% to 5.4%	2.0%
5.5% or more	3.0%

**5. UNIFORM ALLOWANCE**

Uniform allowance is included in base pay.

**6. VACATION LEAVE**

- A. Employees shall accrue vacation leave (VL) as shown in the schedule below. The hours shown reflect full-time employment. Accrual steps are as follows:

MONTHS OF SERVICE	DAY PERSONNEL	SHIFT PERSONNEL
1 to 24	120 hours/year (10 hours/month)	168 hours/year (14 hours/month)
25 to 60	154.32 hours/year (12.86 hours/month)	216.00 hours/year (18 hours/month)
61 to 120	171.48 hours/year (14.29 hours/month)	240.00 hours/year (20 hours/month)
121 to 180	205.68 hours/year (17.14 hours/month)	288 hours/year (24 hours/month)
181 to 240	222.84 hours/year (18.57 hours/month)	312 hours/year (26 hours/month)
241 or more	240.00 hours/year (20 hours/month)	336 hours/year (28 hours/month)

- B. Employees' use of vacation leave normally must be approved in advance by their supervisor. Partial day use of VL is allowed with the approval of the employee's supervisor.
- C. At the time of termination or retirement, any unused VL in the employee's account shall be paid out to the employee at the employee's total hourly rate of pay, inclusive of all incentives.
- D. Maximum Accrual. The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not earn additional VL time until the employee's balance is below the twenty (20) month maximum. In no event shall the District be required to pay an employee more than the maximum accrual.
- E. Vacation Sell-Back. At the option of the employee, and with the approval of the Fire Chief, employees may sell back up to a maximum of one hundred and twenty (120) hours of vacation leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

## 7. HOLIDAYS

- A. Employees shall receive those holidays that are recognized for all other employees of the District. Employees will not accrue any Holiday Leave.

1. New Year's Day (Jan. 1)
2. Martin Luther King, Jr. Day (3<sup>rd</sup> Mon. in Jan.)
3. Lincoln's Birthday (2<sup>nd</sup> Mon. in Feb.)
4. Washington's Birthday (3<sup>rd</sup> Mon. in Feb.)

5.	Memorial Day	(last Mon. in May)
6.	Independence Day	(July 4)
7.	Labor Day	(1 <sup>st</sup> Mon. in Sept.)
8.	Veteran's Day	(Nov. 11)
9.	Thanksgiving Day	(4 <sup>th</sup> Thurs. in Nov.)
10.	Day After Thanksgiving	
11.	Christmas Eve	(Dec. 24)
12.	Christmas Day	(Dec. 25)

- B. If an employee's scheduled day off is either Friday or Monday during a standard District workweek in which a recognized holiday occurs, the following shall apply:
1. If the holiday occurs on a Friday, the employee's preceding work day may be recognized; if the holiday occurs on a Monday, the employee's following work day may be observed.

C. When a holiday occurs on a Saturday, the preceding workday that is not a holiday, shall be deemed to be that holiday. When a holiday occurs on a Sunday, the following workday that is not a holiday, shall be deemed to be that holiday.

## **8. BEREAVEMENT LEAVE**

Employees shall be eligible for up to five (5) working days of leave for day personnel, and three (3) 24-hour shifts off for shift personnel, without loss of pay or benefits for the purposes of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. For the purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. However, accrued leave and/or a leave of absence may also be available if additional time away is required and can be accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

## **9. SICK LEAVE**

Employee's accumulation and disposition of sick leave shall be as follows:

- A. Full-time employees shall accumulate and may use sick leave at the following rates:
  1. Shift personnel shall accumulate sick leave at the rate of 288 hours per calendar year (24 hours per month).

2. Day personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
- B. Sick leave shall be accrued and recorded at the end of each month.
- C. Sick leave shall be accumulated on an unlimited basis.
- D. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. Vacation accrual, 3. Donated leave pursuant to District policy, 4. Unpaid leave status.
- E. No sick leave will be allowed unless the employee uses due diligence in reporting his/her/family member's illness/injury and contemplated absence per the established policy.
- F. Subject to the following conditions, the District shall compensate any requesting employee for accrued, unused sick leave:
  1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have "banked" the required number of hours in their "A" bank.

The "A" Bank must contain at least 1000 hours for all shift personnel, and at least 741 hours for all day personnel, with measurement made as of each June 30 and notification to the employee no later than September 30.
  2. The employee at his/her sole option, must notify the District no later than November 15 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a letter provided by the District. Failure to submit the request through the District's ESS system by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
  3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.
  4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
  5. Relinquishment shall be at the employee's sole option.
  6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may

only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement;

7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.

- G. At the employee's option, upon service retirement or disability retirement, the District will compensate up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.

The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within 30 days will result in all unused sick leave being reported to the Public Employees' Retirement System (PERS) as additional service credit.

1. The total compensation to be made is that accrued sick leave in the employee's account at the employee's total hourly rate of pay, inclusive of all incentives.
2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the Public Employee's Retirement System Law, which reads as follows:

A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by his or her employer.

## 10. CHILD BIRTH DISABILITY LEAVE

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and

extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

## 11. HEALTH BENEFITS

### A. Dental

The District shall, subject to availability, provide full-time employees and dependents with a dental plan. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.

### B. Vision Care Plan

The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month per employee toward the cost of the District's plan.

### C. Medical

For employees or retirees who are enrolled in the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium, and any additional amount above the premium cap. These contributions amounts will be effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1.

The premium cap will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:

1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
  2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
  3. Dependent care reimbursement;
  4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and
  5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.
- G. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.
- H. Transition Coverage
1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
  2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
  3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.
  4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.
- I. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:  
*"...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the*

*survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board."*

2. Except for employees retiring for service connected disability, all employees hired after December 1, 2011 who qualify as annuitants will obtain twenty-five percent (25%) credit towards retiree medical upon reaching five (5) years of service with the District. Qualifying annuitants will receive an additional five percent (5%) credit towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District, for each additional year of service, as set forth in Section 22896 of the Government Code.
- J. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined in paragraph 10(C) above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

## 12. RETIREMENT BENEFITS

- A. Employees shall make PERS member contributions as follows:
  1. For employees who do not meet the definition of a "new member" under PEPRA ("classic safety members"), the full member's PERS contribution shall be nine percent (9%) of the employee's compensation reported to PERS.
  2. For employees who meet the definition of a "new member" under PEPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.
  3. In addition to paying the member contributions identified in paragraph 11(A) above, classic safety members shall engage in cost-sharing, pursuant to Government Code section 20516 (a), by contributing an additional three percent (3%) of the employee's compensation reported to PERS towards the employer's PERS cost.
  4. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis).

B. Specified Benefits

Upon meeting the statutory requirements, all employees shall be covered by the Public Employee's Retirement System (PERS). The District's contract with PERS includes the following provisions:

1. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.
2. One-half Continuance Benefit;
3. All remaining accumulated sick leave in the employee's account may, upon retirement, be applied for retirement credit under the provisions of Section 20965 of the California Government Code;
4. Benefit Levels:
  - 1) Classic Safety members shall be three percent (3%) at age fifty (50) and
  - 2) Safety Employees who qualify as new members under PEPRA shall be 2.7% at age 57.

**13. EDUCATION INCENTIVES**

A. Accreditation Standards

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a recognized institution.

The same language is applicable for those who submit for an incentive that is "commensurate" with the knowledge and abilities of the job position held. The degree must have been obtained through a recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case by case basis

- B. Safety managers (who do not include senior safety managers) who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.
- C. Safety managers who possess a certificate in Fire Science or Fire Technology from a Community College shall receive an additional three percent (3%) of base pay.

- D. Safety managers who possess one or more Associate Degrees shall receive an additional six and one-half percent (6.5%) of base pay for the degree(s). Multiple degrees will not result in more than 6.5%.
- E. Safety managers who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional ten and one-half percent (10.5%) of base pay. All above certificates and degrees, B through F shall not exceed ten and one-half percent (10.5%) of base pay.
- F. The maximum amount an employee may receive in educational incentives and allowance is ten and one-half percent (10.5%) of base pay.
- G. In addition to the above educational incentives, safety managers shall be eligible for Continuing Education (CE) incentive at five percent (5%) of base salary. CE criteria shall be at the sole discretion of the Fire Chief.
- H. Senior safety management employees shall not receive any Continuing Education (CE) incentive, or other education incentives or allowances described by this section.

#### **14. AT-WILL EMPLOYMENT**

All senior safety management and safety management employees are employed at-will, meaning that the Fire Chief has the right to terminate employment at any time, for any reason, and with or without cause for any reason and/or notice.

At-will employees in senior safety management and safety management positions who are terminated, shall receive either a six (6) month severance at the time of termination, or reassignment to their previous position through exercise of Bump Back rights so long as the reassignment does not violate the terms of any existing Collective Bargaining Agreement, Memorandum of Understanding, or other agreement applicable to that position. The decision shall be at the sole discretion of the Fire Chief, and in no case shall these options be available in the event the Fire Chief, in his sole discretion, determines good cause exists for the termination.

Nothing stated herein shall effect the at will status of any senior safety management employee.

#### **15. DAY SHIFT CONVERSION**

As this resolution shall affect employees working both a forty (40) hour workweek and a 24-hour shift schedule, the 1.4 conversion factor will be applied where appropriate.

#### **16. OUT OF CLASS ASSIGNMENTS**

Assistant Chiefs or Deputy Chiefs may work in out-of-class assignments if the position is vacant or assigned duties have been appointed while the Deputy Chief or Fire Chief is utilizing vacation leave, holiday leave, sick leave, bereavement leave, or any assigned leaves designated by the District.

Compensation for out-of-class work shall be paid at the rate, which provides a minimum of five percent (5%) salary increase based on the "total hourly compensation."

## 17. LONGEVITY PAY

Senior safety management and safety management employees shall be entitled to longevity pay at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is 9% of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is 12% of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

PASSED, APPROVED AND ADOPTED this 14<sup>th</sup> day of DECEMBER, 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

## SACRAMENTO METROPOLITAN FIRE DISTRICT

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

ATTEST:

Marni J. Rittburg, CMC, CPMC  
Clerk of the Board



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** December 14, 2023  
**TO:** Board of Directors  
**SUBJECT:** 2024 Election of Officers

## TOPIC

Elect the President, Vice President, and Secretary to serve as the Executive Committee for calendar year 2024.

## DISCUSSION

The following excerpts have been taken from the Board of Directors Policies and Procedures to provide a brief overview:

Election of Officers. The Board shall elect a President, Vice President, and Secretary at the first regularly scheduled meeting in December of each year to serve throughout the subsequent calendar year. Upon the occurrence of a vacancy, the Board shall fill such vacancy. An interim election for Board Officers may be held upon approval by a majority of the Directors.

Responsibilities of the President. The President is responsible for the following:

Presiding at Meetings. The President, when present, shall preside at all meetings of the Board; shall take the chair at the time appointed for every Board meeting; and immediately call the members to order and proceed with the business of the Board.

General Direction. Have general direction of the boardroom and assign seats for the use of the Board members and members of the staff as required.

Order and Decorum. Preserve order and decorum; prevent demonstrations; and, in accordance with law, order removal from the boardroom of any person whose conduct is deemed objectionable; and order the boardroom cleared whenever deemed necessary.

Length of Time for Public Discussion. Allocate the length of time for public discussion of any matter in advance of such discussion with the concurrence of the Board.

Other Responsibilities. Other responsibilities as may be prescribed by the Board.

Official Spokesperson/Representative. Shall be the official spokesperson and representative for the Board and the principal contact with legal counsel and the media.

Vice President. The Vice President shall act as President in the absence of the President.

Secretary. The Secretary is responsible for signing Board Action Minutes and shall act as President in the absence of the President and Vice President.

### **RECOMMENDATION**

Staff recommends the Board nominate Board Members to be elected as the President, Vice President, and Secretary to serve as the Executive Committee for calendar year 2024.

Submitted By:

  
Marni Rittburg, CMC, CPMC  
Board Clerk