



Todd Harms
Fire Chief

Sacramento Metropolitan Fire District

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

Matt Kelly
Board President
Division 7

Cinthia Saylors
Board Vice President
Division 1

D'Elman Clark
Board Secretary
Division 6

Grant Goold
Board Member
Division 2

Randy Orzalli
Board Member
Division 3

Ted Wood
Board Member
Division 4

Jennifer Sheetz
Board Member
Division 5

Gay Jones
Board Member
Division 8

Walt White
Board Member
Division 9

BOARD OF DIRECTORS - REGULAR MEETING

Thursday, January 14, 2021 – 6:00 PM

Held Remotely Via Zoom

Phone: (669) 900-6833

Webinar ID: 967 6153 8549 #

Passcode: 320 214 708 #

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

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20 and N-29-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements.

The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

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 facilitate this process, the meeting of the Board will be available via Zoom at the phone number listed above. **If you prefer viewing the meeting via the Zoom Application, please contact Board Clerk Penilla via email at the address listed below.**

Note: The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth above, except that members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least forty-eight (48) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

**Melissa Penilla
Board Clerk
(916) 859-4305
Penilla.melissa@metrofire.ca.gov**

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

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, JANUARY 14, 2021

CALL TO ORDER

PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, January 18th at 6:00 pm and Wednesday, January 20th at 2:00 pm on Channel 14; Webcast at www.sacmetrocable.tv.

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

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

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

CONSENT ITEMS

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

	<u>Page No.</u>
CONSENT ITEMS	
1. Action Summary Minutes	5
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of December 10, 2020.	
2. Purchase of Mobile Data Computers (MDCs)	13
Recommendation: The Board approve the purchase of 42 MDCs from CDCE Inc. not to exceed \$211,500.	
3. Ground Emergency Transport Program – Updated Agreements with California Department of Health Care Services and Statewide Participants	16
Recommendation: Adopt a resolution authorizing the Fire Chief to execute the Agreement with CA Department of Health Care Services and authorize the CFO to enter into Agreements for Recovery of the Administrative Costs for Implementation and Recovery of GEMT Payments with each agency participating in the GEMT Program.	

ACTION ITEMS

1. Bid Award – Rigid Hull Inflatable Boat (RHIB) <i>(Erin Castleberry, Administrative Specialist)</i> Recommendation: Approve the Request for Exception to Competitive Bidding Process and approve the bid award to Rogue Jet Boatworks.	33
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REGULAR BOARD MEETING AGENDA

THURSDAY, JANUARY 14, 2021

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|----|--|----|
| 2. | Agreement between the Sacramento Metropolitan Fire District and Local 522 regarding the Paramedic Training Program (<i>Deputy Chief Casentini</i>) | 37 |
| | Recommendation: Approve the Paramedic Training Program agreement between the Sacramento Metropolitan Fire District and Sacramento Area Fire Fighters Local 522. | |
| 3. | Memorandum of Understanding for Endowment (<i>Director Orzalli</i>) | 42 |
| | Recommendation: Approve the MOU between Metro Fire and the Public Safety Foundation and authorize the Fire Chief to sign. | |
| 4. | Response to the Request of Mr. David Warren (<i>Director Orzalli</i>) | 48 |
| | Recommendation: Issue a letter emphasizing support of following COVID-19 protocols and wearing PPE, and post the letter publically to the Metro Fire website. | |

REPORTS

1. **PRESIDENT'S REPORT**—(*President Kelly*)
2. **FIRE CHIEF'S REPORT**—(*Chief Harms*)
OPERATIONS' REPORT – (*Deputy Chief Mitchell*)
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT**
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 Kelly*)
Report Out: January 14, 2021 at 5:30 PM
 - B. **Communications Center JPA** – (*DC Wagaman*)
Report Out: January 12, 2021 at 9:00 AM
Next Meeting: February 9, 2021 at 9:00 AM
 - C. **California Fire & Rescue Training JPA** – (*TBD*)
Next Meeting: January 21, 2021 at 4:00 PM
Location: Virtually due to COVID restrictions
 - D. **Finance and Audit Committee** – (*Director Orzalli*)
Next Meeting: January 28, 2021 at 5:00 PM
 - E. **Policy Committee** – (*Director Goold*)
Next Meeting: February 11, 2021 at 5:30 PM

BOARD MEMBER QUESTIONS AND COMMENTS



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, JANUARY 14, 2021

CLOSED SESSION

1. Pursuant to California Government Code Section 54956.9 (a) - One matter of Workers Compensation Compromise and Release.
 - A. Barry Taylor and the Sacramento Metropolitan Fire District
Claim # SMDM - 548900 – Workers Compensation Settlement Authority
Jessica Valenti of Lenahan, Slater, Pearse & Majernik, LLP
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One case
 - A. Claim Against Public Entity Pursuant to Government Code Section 910
Nabil Samaan v. Sacramento Metropolitan Fire District
Deputy Chief Tyler Wagaman

ADJOURNMENT

NEXT BOARD MEETING(S):

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

- Next Board Meeting – January 28, 2021 at 6:00 PM

The following action and presentation items are scheduled for the next board meeting agenda. Board members are requested to identify additional action or presentation items they desire to be scheduled on the agenda.

ANTICIPATED AGENDA ITEMS: TBD

Posted on January 11, 2021

Handwritten signature of Melissa Penilla.

Melissa Penilla, Clerk of the Board

* No written report

** PDF Separate Attachment

DISABILITY INFORMATION:

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



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT Thursday, December 10, 2020 Held Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 6:03 pm by President Sheetz. Board members present: Clark, Goold, Jones, Kelly, Orzalli, Sailors, Sheetz, Wood, and White. Board members absent: None. Staff present: Chief Harms, General Counsel Lavra, and Clerk Penilla.

PUBLIC COMMENT: Mr. David Warren commented about the COVID-19 pandemic and urged Metro Fire to support the statewide mask wearing mandate. This will aid first responders in keeping a level of protection between themselves and the public they serve.

CONSENT ITEMS

Action: Moved by Wood, seconded by Clark, and carried unanimously by members present to adopt the Consent Calendar as follows:

1. Action Summary Minutes

Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of November 12, 2020.

Action: Approved Action Summary Minutes.

2. Certified Election Results – Presidential General Election, November 3, 2020

Recommendation: Accept certified results of the November 3, 2020 Presidential General District Election as provided by the Certificate of Facts from the Registrar of Voters, County of Sacramento.

Action: Accepted the certified results.

3. 2021 Schedule of Regular and Special Board Meetings

Recommendation: Approve the 2021 schedule of regular and special board meetings and cancel meetings that fall on or near holidays.

Action: Approved the 2021 schedule.

4. Revised Resolution affecting Senior Safety Management and Safety Management Employees

Recommendation: Adopt a resolution with the proposed revisions affecting Senior Safety Management and Safety Management Employees.

Action: Adopted Resolution No. 2020-074.

5. Revised Resolution affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees

Recommendation: Adopt a resolution with the proposed revisions affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees

Action: Adopted Resolution No. 2020-075.

6. Pay Schedule effective January 1, 2021

Recommendation: Approve the pay schedule effective January 1, 2021.

Action: Approved the pay scale.

7. **Maintenance Contract for Lifepak 15 Monitor/Defibrillator Inventory**
Recommendation: Approve a one year maintenance contract with Stryker ProCare Program for the Lifepak 15 inventory.
Action: Approved the one year agreement with Stryker ProCare Program.
8. **Temporary Construction Easement – Watt/Myrtle**
Recommendation: Adopt a resolution authorizing the execution of the Temporary Construction Easement.
Action: Adopted Resolution No. 2020-076.

PRESENTATION ITEMS

1. **Swearing-In Ceremony (*Chief Harms*)**
Recommendation: Swear-In elected officials for Divisions 2, 4, 5, 6, 8 and 9 (short-term) for the 2020-2024 term.
Action: No action taken.
2. **Sacramento Metropolitan Fire District – 20th Anniversary (*Chief Harms*)**
Recommendation: Receive presentation, no action required.
With a history spanning almost 100 years, the Sacramento Metropolitan Fire District (Metro Fire) is an organization comprised of 16 predecessor agencies. Officially formed on December 1, 2000, with the reorganization of the American River and Sacramento County Fire Protection Districts, Metro Fire became the seventh largest fire agency in the State of California. As 16 separate entities we had developed our own cultures and traditions and, with the reorganization in December 2000, we became one distinct body who forged together to serve our communities and accelerate the 'Metro Way' culture with honor, integrity, and devotion to duty.
Action: No action taken.
3. **20 Years of Service to Director Goold and Director Jones (*Chief Harms*)**
Recommendation: Receive presentation, no action required.
A huge thank you to Director Gold and
Action: No action taken.

ACTION ITEMS

1. **Election of Board Officers (*Board Clerk Penilla*)**
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, 2021.
Action: Moved by Goold, seconded by Jones, and carried unanimously by the members present to elect Director Kelly as President.

Moved by Kelly, seconded by Wood, and carried unanimously by the members present to elect Director Saylor as Vice President.

Moved by Jones, seconded by Wood, and carried unanimously by the members present to elect Director Clark as Secretary.

2. Project Authorization – Future Fire Station 68

(Chief Development Officer, Jeff Frye and Administrative Specialist, Erin Castleberry)

Recommendation: Authorize the project to move forward with the anticipated \$9million total budget; approve the bid award 20-12 New Construction – Fire Station 68 to McCuen Construction; approve the sole source award of WestNet for the installation of the station alerting system; and authorize the Fire Chief to execute all necessary agreements, submit all required documents, and pay all required fees for the completion of the project.

Action: Moved by Wood, seconded by Jones, and carried unanimously by the members present to approve staff's recommendation and adopt Resolution No. 2020-077.

3. Notice of Award – RFP 20-21 Community Risk Assessment and Community Risk Reduction Plan (*Deputy Fire Marshal, Chrishana Fields*)

Recommendation: Approve the contract award to Facets Consulting and authorize the Fire Chief to execute an agreement in accordance with the terms and conditions of RFP 20-21.

Action: Moved by Wood, seconded by Clark, and carried unanimously by the members present to approve staff's recommendation.

4. Industrial Disability Retirement – Engineer Michael Welch

Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Engineer Michael Welch has not suffered job related injuries and is not eligible for an Industrial Disability Retirement.

Action: On a motion by Goold, seconded by Clark, and carried (Ayes: Clark, Goold, Jones, Kelly, Saylor, Sheetz, Wood, and White; Absent: Orzalli) to adopt Resolution No. 2020-078.

REPORTS

1. PRESIDENT'S REPORT:

President Sheetz thanked Chief Harms, Clerk Penilla, and Art Hong for their assistance with virtual meetings this year. She also thanked her constituents for reelecting her to Division 5.

2. FIRE CHIEF'S REPORT:

Chief Harms congratulated Deputy Chief Shannon on his last Board Meeting, as he prepares to retire next week. He is very appreciative of his performance over the last several years, he was glad to have him as a colleague, and looks forward to their continued friendship.

Promotions

Captain Ryan McMahon effective 12/12

Facilities Manager John Raeside effective 12/31

Retirement

Effective 11/13, Captain Jeremy Hord – 19 years of service

Effective 11/20, BC Dave Durham – 29 years of service

Effective 11/21, Engineer Michael Welch – 31 years of service

Effective 11/23, FF Chris Hanson – 30 years of service

Promotional Opportunity

Supervising Investigator, Final Filing Date 12/31

Supervising Inspector, Final Filing Date 12/31

Career Development Opportunity

EMS Battalion Chief Day Assignment, Final Filing Date 12/10

Meetings

Professional Development – recently completed the State of the District with three sessions to discuss what's currently happening at Metro Fire.

12/16, Executive Staff meeting with Sac City Fire (Fire Chiefs and DCs)

12/16, Met with Citrus Heights Police Chief (Lawrence) and City Manager (Boyd)

12/1, Rancho Cordova 2x2 Meeting

12/3, Attended virtually – Greater Sacramento Annual Celebration

12/3, CA Metro Fire Chiefs Monthly Conference Call

12/9 Labor Management Collaboration Meeting (LMCM)

Metro Fire 2020 Holiday Donation Drive

This year we have seen our fair share of major historic events, all of which have impacted our members and communities differently. Because of this there has been a substantial increase in the number of families who are seeking assistance. Staff wanted to create a Holiday Drive as a way for members of Metro Fire to collaboratively participate in engagement opportunities that would support the communities we serve. Over the course of identifying opportunities it became apparent that, due to Sacramento County Public Health Orders, the most effective and efficient way to get involved is through online charity donations.

Through a partnership with Local 522 and the Sac Metro Firefighters Association, staff selected three charities within our jurisdiction that we asked members to support through a battalion donation challenge:

Battalions 7 and 9 - Raley's Food for Families

Battalions 13 and 5 - Citrus Heights Holiday Referral

Battalion 14 and Professional Staff - Rancho Cordova Christmas in Cordova

So far the total is over \$5,000 and we are finalizing the count. A special thanks to Local 522 made a donation of \$1,500 split among all three charities, and the Association who will be matching all donations made today, up to \$1,000.

Thank you to everyone who has donated. It is truly heartwarming to see the tremendous outpouring of support for our communities.

OPERATIONS REPORT

Deputy Chief Mitchell provided an update on COVID-19 which is constantly evolving. They are working with medical directors for guidance and educational materials related to the vaccinations. We are currently testing 10-75 members per day depending on exposures and contact tracing. A big thank you to Captain Perryman and Assistant Chief Law for facilitating the testing process. As the commitment to member health continues to be on the forefront, Metro Fire's Emergency Operations Team is being reactivated. To date we've completed approximately 803 tests, with 67 members testing positive. To give an idea on the severity since November 1st, 400 tests have been completed, with 51 positive members since then.

With COVID-19 testing and positive statistics being so high, staffing has been impacted. There have been upwards of 80 people off at times, and we've needed to follow our staffing guidelines to support the appropriate brown outs. We will continue to follow best practices, especially as we support holiday events in the community.

Recently Battalion 5 had a structure fire where someone was reported missing. Metro Fire conducted a search and rescue and found the patient very quickly for code 3 transport. DC Mitchell is happy to report the patient has been extubated and is talking to hospital staff. This is a good opportunity to teach the community about the importance of working smoke detectors.

Lastly, DC Mitchell shared that the nomination period for 2020 Awards and Commendations is open. We are not sure what that ceremony will look like just yet, but we will find a way to recognize those members who have gone above and beyond.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:

Captain McGoldrick thanked Joel Roberts and Shawn Condit for their dedication to Local 522, as they decided not to run for reelection. He congratulates Sean Scollard and Pete Votava for their recent election.

He is glad to see Station 68's construction progressing. As someone who worked out of the trailer when it was first on location, he is excited to see it in the final phase of getting a permanent home.

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 Sheetz)
Next Meeting: January 14, 2021 at TBD

B. Communications Center JPA – (DC Shannon)
DC Shannon shared that the center recently went through several COVID related staffing issues, they are working to put together a plan going forward. Assistant Chief Bailey is now the Executive Director at the JPA with DC Wagaman taking over in Support Services.
Next Meeting: TBD

- C. **California Fire & Rescue Training JPA – (DC Shannon)**
Next Meeting: TBD
Location: 3121 Gold Canal Drive, Rancho Cordova, CA 95670
- D. **Finance and Audit Committee – (Director Orzalli)**
Next Meeting: January 28, 2021 at 5:00 PM
- E. **Policy Committee – (Director Goold)**
Report Out: December 10, 2020 at 5:00 PM
Director Goold shared the committee heard presentations on the Social Media and Telework Policies. They are both administration policies, so they only need committee review.
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

The Board collectively congratulated Deputy Chief Shannon on his retirement and thanked President Sheetz for her leadership as Board President, especially in navigating the challenges brought on by the pandemic. They also wished everyone a happy holiday season and encouraged everyone to celebrate safely.

Director White expressed concern and encouraged the public to follow the rules in wearing masks and keep each other safe. He congratulated Metro Fire on celebrating 20 years, he was happy to see retired Chief Martinez in the video. He also congratulated the reelected Directors and those appointed to the 2021 Executive Committee. Lastly, he thanked the crew for coming to the community event in Rancho Murrieta, he is happy to see staff continue to work through the challenges of this year.

Director Jones congratulated Metro Fire on celebrating 20 years. She attended the Rancho Cordova 2X2 where they went over several items including CRRD, indoor/outdoor dining, and Station 68. She thanked DC Mitchell for his attentive response related to COVID.

Director Clark thanked Director Goold and Director Jones for 20 years of leadership on the Board, they have been a great asset to Metro Fire. He reminded everyone to give to those less fortunate during the holiday season, and he thanked Captain McGoldrick for his assistance in the upcoming visit to Starr King. He closed by thanking the Board for the nomination to the Secretary position on the Executive Committee.

Director Wood also attended the Rancho Cordova 2X2 and appreciates continuing positive relationships with elected officials and all those who participate in those meetings.

Director Orzalli thanked Mr. Warren for his comments during tonight's meeting and encouraged the Board to consider Mr. Warren's asks.

Director Goold thanked Chief Harms for his leadership and vision this year. He also wanted to challenge everyone to recognize compassion fatigue and stay compassionate during the holiday season.

Director Saylors thanked everyone for their presentation and looks forward to continuing service on the Executive Committee.

Director Kelly congratulated everyone who was sworn into their elected positions tonight. He thanked staff for their work in creating the 20th Anniversary video series, and congratulated Director Goold and Director Jones in celebrating 20 years with Metro Fire. He thanked the Board for their confidence in nominating him to serve as the Board President for 2021.

Director Sheetz echoed the sentiments of her fellow Directors. She congratulated Pete Votava and Sean Scollard for their election to the Local 522 leadership team.

Board recessed to Closed Session at 7:33 pm.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to California Government Code Section 54957.6

A. District Negotiator: Fire Chief Todd Harms
Employee Organization: Sacramento Area Fire Fighters Local 522

B. District Negotiator: Fire Chief Todd Harms
Employee Organization: Battalion Chiefs Bargaining Group,
Sacramento Area Fire Fighters Local 522

C. District Negotiator: Fire Chief Todd Harms
Employee Organization: Administrative Support Personnel (ASP)
Affiliate of Sacramento Area Fire Fighters Local 522

D. District Negotiator: Fire Chief Todd Harms
Employee Organization: Safety Senior Management, Management
and Unrepresented Confidential Employees

E. District Negotiator: Fire Chief Todd Harms
Employee Organization: Non-Safety Senior Management, Management
and Unrepresented Confidential Employees

Action: No reportable action taken.

2. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION –

Pursuant to California Government Code Section 54956.9(a): One case

Case No. 34-2020-00286706-CU-BC-GDS
Medic Ambulance Service, Inc. v. Sacramento Metropolitan Fire District
General Counsel Lavra

Action: No reportable action taken.

3. Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Industrial Disability Retirement.

Michael S Welch and the Sacramento Metropolitan Fire District
SMDQ - 550177 – Industrial Disability Retirement
Deputy Chief Gregory Casentini

Action: No reportable action taken.

The Board reconvened to Open Session at 8:15 pm. Director Orzalli did not rejoin for regular session.

ADJOURNMENT

The meeting was adjourned at 8:28 pm.

Jenifer Sheetz, President

Cinthia Sailors, Secretary

Melissa Penilla, Board Clerk



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: January 14, 2021

TO: Board of Directors

SUBJECT: Purchase of Mobile Data Computers (MDCs)

TOPIC

Board authorization for the Communications Division to purchase Mobile Data Computers.

DISCUSSION

Metro Fire utilizes Mobile Data Computers (MDCs) in apparatus to enable CAD communication between First Responders and Sacramento Regional Fire/EMS Communications Center (SRFECC). MDCs enable crew members to send/receive critical incident information and update their status in CAD. Several MDCs and Accessories (Docking Stations, Power Supplies, Keyboards, Etc.). 42 MDCs are budgeted for replacement and/or to install in new vehicles during the 2020/21 fiscal year. The MDC model currently in use by Metro Fire is no longer manufactured or available.

Through a research and trial process, staff identified the Panasonic CF-33 Toughbook to be the replacement MDC in District apparatus going forward. An Executive Summary of the MDC trial and selection process is attached in Appendix A.

The District will purchase the MDCs and Accessories from CDCE Inc. utilizing their approved National Association of State Procurement Officials (NASPO) Master Agreement MNWNC-124. NASPO permits California Agencies to utilize the Agreement through California Participating Addendum 7-15-70-34-023. The MDCs will be purchased at a price of \$3,120 each. The various accessories range from \$115 to \$630. To ensure the District was receiving the best price point through CDCE's NASPO contract, staff contacted Panasonic for help obtaining prices from other vendors. Additional quotes received priced the CF-33 at \$3,891 to \$3,950 each and the related accessories at \$120 to \$750.

FISCAL IMPACT

This purchase will not result in additional Discretionary General Funding. Funding for this purchase is included in the 2020/21 Fiscal Year Final Budget.

RECOMMENDATION

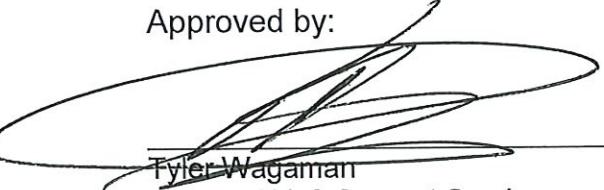
Staff recommends the Board to approve the Communications Division to purchase 42 new Panasonic CF-33 Toughbook MDCs and related accessories from CDCE Inc. at a total cost not to exceed the budgeted amount of \$211,500

Submitted by:



Steve Jordan
Communications Manager

Approved by:



Tyler Wagaman
Deputy Chief, Support Services

Appendix A - Metro Fire New MDC Selection Process

Executive Summary:

Metro Fire has Mobile Data Computers (MDCs) installed in Fire apparatus to send and receive critical incident information between units and Dispatch. In 2017, Metro Fire Communications updated the majority of the MDC fleet from DATA 911 to L3 V-ONE. Approximately 25 DATA 911 MDCs remained in service. The remaining Data 911 MDCs are now in need of replacement. Additionally, Metro Fire Communications Division purchases additional MDCs annually for installation in new vehicles and for spare replacements as MDCs fail.

The V-ONE MDC product line was discontinued in 2019 and is no longer available. A replacement MDC needed to be identified to be used in Fire apparatus moving forward. The MDC committee, consisting of personnel from Communications, IT, and Operations started the search to identify a new MDC that can be used in apparatus.

The following criteria was examined in considering a new MDC:

1. Look/Feel/Operational similarity to the current Data911 and V-ONE MDCs
 - a. Communications wanted to ensure that the new MDC would not change operations of line staff or require training to implement
2. Compatibility with current CAD and Command Point CAD Mobility
3. Reliability/Durability
4. Product/Manufacturer Stability
5. Serviceability
6. Versatility with different vehicle configurations

After reviewing the specifications of various devices, with the stated criteria in mind, it was decided to conduct a demo trial with the Panasonic CF-33. Metro Fire received four CF-33 demo units and installed them in various apparatus throughout all Battalions from June through September 2020. The CF-33s were moved to different apparatus every 2-3 weeks during the trial period to give more personnel the opportunity to use them.

Metro Fire Communications Division sent out surveys to personnel who were assigned to units that had a CF-33 installed. The MDC Committee consisting of Communications, IT, and Operations met on 10/25/2020 to discuss survey results. Overall feedback indicated the members would support a plan to use the CF-33 MDC. The committee agreed with the results of the survey and indicated there wasn't anything significant enough to eliminate the CF-33 from further consideration. Most items of concern identified in the survey, were not specific to the CF-33 and would exist with other devices as well. All items of concern were addressed with a solution and the committee adopted some of the recommendations of the members into the MDC plan.

The committee decided to move forward to purchase CF-33 MDCs to be installed in apparatus moving forward. CF-33 MDCs for new apparatus and to replace the remaining DATA 911 MDCs will be purchased immediately. The V-ONE MDCs, currently in service, will be replaced through attrition as units fail.



Todd Harms
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: January 14, 2021

TO: Board of Directors

SUBJECT: Ground Emergency Transport Program (GEMT) - Updated Agreements with California Department of Health Care Services and Statewide Participants

TOPIC

Approval of agreements with the State of California Department of Health Care Services (DHCS) and statewide participants to act as Host Agency for the Ground Emergency Medical Transportation (GEMT) program.

SUMMARY

Staff recommends approval of a three-year agreement with DHCS to continue the District's role as the Host Agency for the GEMT program. The agreement provides for reimbursement to DHCS of the actual expenses incurred to administer the GEMT program in the estimated amount of \$3,638,000 over the 3 years. These costs are shared by all participating agencies and recovered by the District on an annual basis under separate agreements with each agency.

DISCUSSION

The District has served as the statewide GEMT Host Agency since the program's inception in 2013. The GEMT program allows public providers of ambulance transport services to submit for Federal Financial Participation (FFP) reimbursement from the federal Medicaid program. This program operates as part of the statewide Certified Public Expenditure (CPE) process and results in a 50% cost sharing of the uncompensated cost not covered by Medi-Cal for the transport of the State's Medi-Cal fee for service recipients.

Regulations require that DHCS administers the program, but at the same time the State cannot incur a cost for the administration of the program. As a result, the program participants must reimburse the State for the nonfederal share of program costs. The State requires that a single agency (Host Agency) be utilized to provide the participants' contribution to the funding of the program. In turn, the State also requires that to participate in the GEMT program each agency must enter into an agreement with the Host Agency to ensure their portion of the program cost is paid to the Host Agency. Approximately 90 agencies participate in the GEMT program.

For each year of the agreement, the State will provide a statement of administrative costs to the District. This cost is then divided by the number of Medi-Cal transports that were provided by all of the GEMT participating agencies, which determines the cost per transport for each agency that will be collected as reimbursement by the District.

In addition to the program cost that each participating agency shares based on the number of transports, the District assesses an administrative fee of one percent (1%) of the GEMT payment that each agency receives. The administrative fee covers the administrative costs incurred by the District as the Host Agency.

FISCAL IMPACT

For State Fiscal Years 2021 to 2023, the provider portion of the State GEMT administrative costs has been estimated by DHCS to be \$3,638,000 over the 3-year period. The District will invoice each participating agency for their portion of GEMT transport costs, as well as the one percent (1%) administrative fee. Like all GEMT participants, the District's share of DHCS administrative costs is based on its share of participant transports (approximately 7% for FY 2019-20) and is far exceeded by the GEMT reimbursement received as a result of participating in the program.

RECOMMENDATION

Staff recommends that the Board of Directors approve the attached resolution authorizing the Fire Chief to execute the Agreement with the California Department of Health Care Services for Administrative Services related to Medi-Cal GEMT Services Supplemental Reimbursement Program and authorizing the Chief Financial Officer to enter into Agreements for Recovery of the Administrative Costs for Implementation and Recovery of GEMT Payments with each agency participating in the GEMT program.

Submitted by:



Amanda Thomas
Chief Financial Officer

Approved by:



Greg Casentini
Deputy Chief, Administration

Attachments:

1. Resolution
2. Agreement with the California Department of Health Care Services for Administrative Services related to Medi-Cal GEMT Services Supplemental Reimbursement Program
3. Agreement for Recovery of Administrative Costs for Implementation and Recovery of GEMT Payments



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

RESOLUTION NO. 2021-__

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

WHEREAS, the Sacramento Metropolitan Fire District (hereinafter referred to as District) participates in the Ground Emergency Medical Transport Program (GEMT); and

WHEREAS, regulations require that the State of California Department of Health Care Services (DHCS) administers the GEMT program, but cannot incur cost for the administration of this program, and as a result the program participants must reimburse DHCS for the nonfederal share of program costs; and

WHEREAS, the District has served as the statewide Host Agency for the program since its inception; and

WHEREAS, in order to continue as Host Agency, the District must enter into an agreement with DHCS for reimbursement of administrative costs from July 1, 2020 through and including June 30, 2023; and

WHEREAS, in order to recover administrative costs paid to DHCS and incurred by the District, the District must enter into agreements with other participating GEMT providers for the period July 1, 2020 through and including June 30, 2023.

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

1. Authorize the Fire Chief or designee as its Authorized Agent(s) to enter into and execute the Agreement with the California Department of Health Care Services for Administrative Services Related to Medi-Cal Ground Emergency Medical Transportation Services Supplemental Reimbursement Program in substantially the form attached hereto; and
2. Authorize the Chief Financial Officer or designee to enter into and execute Agreements for Recovery of Administrative Costs for Implementation and Recovery of Ground Emergency Medical Transportation Payments with GEMT participating agencies in substantially the form attached hereto.

PASSED AND APPROVED this 14th day of January, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Clerk of the Board

**AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE
SERVICES FOR ADMINISTRATIVE SERVICES RELATED TO MEDI-CAL
GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES
SUPPLEMENTAL REIMBURSEMENT PROGRAM**

1. Parties.

The parties to this Agreement are the Sacramento Metropolitan Fire District (Metro Fire), in its capacity as the host entity, and the California Department of Health Care Services (DHCS).

As authorized by California Welfare and Institutions Code section 14105.94, Metro Fire acts as the administrative agency for the Medi-Cal Ground Emergency Medical Transportation Services (GEMT) Supplemental Reimbursement Program on behalf of all publicly owned and operated GEMT providers in California participating in the program.

DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal) pursuant to California Welfare and Institutions Code section 14100.1.

2. Term of the Agreement.

Subject to the provisions of this Agreement, the term of this Agreement shall be from July 1, 2020, through and including, June 30, 2023.

3. Estimated Annual Payable Amount.

In full consideration of DHCS' performance of the services described in Schedule A and the conditions in Section 6., the estimated amount that Metro Fire shall be obligated to pay for services rendered for the term of this Agreement are listed below for each State Fiscal Year (SFY) beginning SFY 2020-21. However, only actual costs will be invoiced. The SFY begins on July 1st each year and ends on June 30th.

\$1,047,000 - for July 1st, 2020, through and including June 30th, 2021.
\$1,205,000 - for July 1st, 2021, through and including June 30th, 2022.
\$1,386,000 - for July 1st, 2022, through and including June 30th, 2023.

4. Purpose of the Agreement.

The purpose of this Agreement is for DHCS to perform services related to administering the GEMT Supplemental Reimbursement Program as described in Schedule A, attached hereto and incorporated by reference herein. Further, the purpose of this Agreement is to designate Metro Fire as the host entity that will collect administrative costs, as defined in Welfare and Institutions Code section 14105.94, subdivision (d), pursuant to written contracts between Metro Fire and eligible providers. The Provider Participation Agreement requires eligible providers to enter into written contract with DHCS. Additionally, the Provider Participation Agreement requires eligible providers to satisfy their responsibilities for reimbursing DHCS for its administrative costs by conditioning their participation in the supplemental payment program and their receipt of such

supplemental funds upon entering into the written reimbursement contracts between Metro Fire and the eligible providers for the payment of DHCS' administrative costs, the subject of this Agreement. It is understood by both Metro Fire and DHCS that payments set forth under this Agreement are for the purpose of reimbursing DHCS for all direct and indirect expenses related to performing these activities.

5. Contact Persons.

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of Metro Fire, to:

GEMT Coordinator
Sacramento Metropolitan Fire District
Attn: Chief Financial Officer
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

Or to such person or address as Metro Fire may, from time to time, furnish in writing to DHCS.

In the case of DHCS, to:

California Department of Health Care Services
Safety Net Financing Division
Attn: Chief, Medi-Cal Supplemental Payment Section
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing to Metro Fire.

6. Payment Terms and Invoicing.

- A. Metro Fire shall compensate DHCS for services listed in Schedule A, as authorized by Section 7 of this Agreement, within forty-five (45) days of receipt of an invoice from DHCS, which specifies both the total federally claimable administrative cost and the nonfederal share of the total cost.
- B. Failure by Metro Fire to timely compensate DHCS pursuant to Paragraph A shall constitute a material breach of this Agreement by Metro Fire, which at DHCS' discretion, may result in termination by DHCS pursuant to Section 9. Metro Fire may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement pursuant to Section 9, at which point such notice of termination shall be automatically rescinded.
- C. In no event shall Metro Fire render payment for any invoice or portion thereof exceeding the actual expenditure amount calculated per SFY. Payment for any

services rendered by DHCS exceeding the estimated amounts in Section 3 shall be permitted pursuant to Section 8.

- D. DHCS shall submit annual invoices to Metro Fire no sooner than forty-five (45) days following the close of each SFY. DHCS' invoice shall include the supplemental form identifying the following summarized categories of costs for the period billed: salary, benefits, operating expenses, and total costs.
- E. Metro Fire shall not be obligated to pay DHCS for the administrative services covered by any invoice if DHCS presents the invoice to Metro Fire more than one (1) year after this Agreement terminates.
- F. Payments shall be sent to DHCS at the following address:

California Department of Health Care Services
Safety Net Financing Division
Attn: Medi-Cal Supplemental Payment Section
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

7. Scope of Work.

In consideration of the payments hereinafter set forth, DHCS shall perform the activities related to administering the GEMT Supplemental Reimbursement Program as described in Schedule A, attached hereto and incorporated by reference herein. It is understood by both Metro Fire and DHCS that payments set forth under this Agreement are for the purpose of reimbursing DHCS for all direct and indirect expenses related to performing these activities. Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities as the single agency for Medicaid in California (Medi-Cal), the single state agency responsibilities shall take precedence. DHCS' cessation of any activities due to single state agency responsibilities does not relinquish the obligation of Metro Fire to reimburse DHCS for administrative costs actually incurred by DHCS.

8. Amendments.

Amendments to this Agreement shall be made only by a written agreement signed by the parties to this Agreement, and if required by State law, by approval of the California Department of General Services. Notwithstanding the previous sentence, updates on who will serve as the contact person identified in Section 5 may be transmitted by email to the other contact person or persons. In conformance with state law requiring Metro Fire to pay the State for the nonfederal share of its federally reimbursable administrative costs in administering the GEMT Supplemental Reimbursement Program, by entering into this Agreement, Metro Fire acknowledges and accepts that this Agreement shall be automatically amended to reflect updates to the State's administrative costs.

9. Termination.

This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Section 5 of this Agreement. Metro Fire shall be obligated to pay for all of the administrative costs incurred from the services duly performed by DHCS until the termination date.

The terms of Section 6 (Payment Terms and Invoicing), the last sentence of Section 9 (Termination), Section 10A (Indemnification), and Section 10C (Records) shall survive the termination of this Agreement.

10. General Provisions.

A. Indemnification. It is agreed that Metro Fire shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims, liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of Metro Fire, its officers, employees, or agents.

B. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Section 8, or it shall be terminated.

C. Records.

1) Upon written notice, DHCS agrees to provide to Metro Fire, or any federal or State department having monitoring or reviewing authority, access to and the right to examine and audit its applicable records and documents for compliance with relevant federal and State statutes, rules and regulations, and this Agreement.

2) DHCS shall maintain and preserve all records relating to this Agreement for a period of three (3) years from receipt of the last payment of Federal Financial Participation (FFP) or until audit findings are resolved, whichever is greater.

D. Compliance with Applicable Laws. All services to be performed by DHCS pursuant to this Agreement shall be performed in accordance with all applicable federal and State laws, including, but not limited to:

- 1) The Americans with Disabilities Act of 1990, as amended;
- 2) Section 504 of the Rehabilitation Act of 1973, as amended;
- 3) Title 42, United States Code (U.S.C.) § 1396 et seq.;
- 4) Welfare and Institutions Code (W&I) § 14000 et seq.;

- 5) Government Code § 53060;
 - 6) The California Medicaid State Plan;
 - 7) Laws and regulations including, but not limited to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination.
- E. Controlling Law. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.
- F. Integration Clause. Notwithstanding the GEMT Supplemental Reimbursement Program Provider Participation Agreement in Section G. listed below and the DHCS Form 6208 signed by Metro Fire, this Agreement and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.
- G. Provider Participation Agreement. This Agreement does not alter, amend, or override any of the eligible providers' obligations or Metro Fire's obligations contained in the Provider Participation Agreement. The Provider Participation Agreement is an agreement between DHCS and each of the eligible providers, including Metro Fire, in its capacity as an eligible provider. The Provider Participation Agreement provides the terms and conditions for the eligible providers to participate in the GEMT Supplemental Reimbursement Program. Such terms and conditions include, but are not limited to, the requirement that the eligible providers reimburse Metro Fire for their share of the administrative costs incurred by DHCS in administering the supplemental payment program authorized in section 14105.94, subdivision (d). Failure by the eligible provider to comply with this responsibility shall constitute a material breach resulting in immediate suspension and the initiation of termination of the Provider Participation Agreement.
- H. Periodic Assessment. Pursuant to Welfare and Institutions Code section 14105.94, subdivision (d), Metro Fire enters into this Agreement in order to implement the GEMT Supplemental Reimbursement Program under which its eligible facilities may participate and for which Metro Fire will pay for the nonfederal share of all federally reimbursable administrative costs incurred by DHCS performing activities described in Section 7. SFMD agrees that DHCS may conduct a periodic assessment, as determined by DHCS, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code section 14105.94, subdivision (d), and further agrees that all invoicing as described in Section 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code section 14105.94, subdivision (d).
- I. Conformance Clause. This Agreement is entered in accordance with Welfare and Institutions Code section 14105.94, subdivision (d). Any provision of this Agreement in conflict with the present or future governing authorities of the Welfare and Institutions Code or other applicable state law or federal law and rules, including but not limited to, Title XIX of the Social Security Act, California's Medicaid State Plan, implementation directives promulgated by DHCS, and implementation directives promulgated by the Centers for Medicare & Medicaid

Services, is hereby amended to conform to those authorities. Such amended provisions supersede any conflicting provision in this Agreement.

The persons signing this Agreement on behalf of Metro Fire and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, Metro Fire or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of Metro Fire or DHCS, as applicable.

SACRAMENTO METROPOLITAN FIRE DISTRICT

Signature: _____
Name: Todd Harms
Title: Fire Chief
Date:

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Services Branch

Signature: _____
Name: Carrie Talbot
Title: Staff Services Manager I
Date: _____

**SCHEDULE A
SCOPE OF WORK**

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
JULY 1, 2020 - JUNE 30, 2023**

DHCS agrees to:

- A. Lead the development, implementation, and administration for the Medi-Cal Ground Emergency Medical Transportation Services (GEMT) Supplemental Reimbursement Program and ensure compliance with provisions set forth in California State Plan, Attachment 4.19-B, Supplement 18, pages 1-7.
- B. Submit claims for Federal Financial Participation (FFP) based on expenditures for GEMT services that are allowable expenditures under federal law.
- C. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
- D. Reconcile Certified Public Expenditure (CPE) invoices with supplemental reimbursement payments and ensure that the total Medi-Cal reimbursement provided to eligible GEMT providers will not exceed applicable federal upper payment limit as described in 42 C.F.R. 447-Payments For Services.
- E. Complete the audit and settlement process of the interim reconciliations for the claiming period as prescribed in California State Plan, Attachment 4.19-B, Supplement 18, pages 1-7.
- F. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the GEMT Supplemental Reimbursement Program provided by its staff based upon a cost accounting system which is in accordance with the provisions of Office of Management and Budget Circular A-87 and 45 Code of Federal Regulations Parts 74 and 95.
- G. Maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, travel and overhead costs for DHCS' staff, as well as equipment and all related operating expenses applicable to these positions to include, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to the GEMT Supplemental Reimbursement Program. Accounting records shall include continuous time logs for identified staff that record time spent in the following areas: the GEMT Supplemental Reimbursement Program and general administration.
- H. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.

- I. Designate a person to act as liaison with Metro Fire in regards to issues concerning this Agreement. This person shall be identified to Metro Fire's contact person for this Agreement.
- J. Provide a written response by email or mail to Metro Fire's contact person within thirty (30) days of receiving a written request for information related to the GEMT Supplemental Reimbursement Program.
- K. Provide accounting, and program technical assistance, and training related to the GEMT Supplemental Reimbursement Program to Metro Fire personnel after receiving a written request from Metro Fire's contact person.

**AGREEMENT FOR RECOVERY OF ADMINISTRATIVE COSTS
FOR IMPLEMENTATION AND RECOVERY OF GROUND EMERGENCY
MEDICAL TRANSPORTATION PAYMENTS**

This agreement is made and entered into on this _____ day of _____, 20____, between the Sacramento Metropolitan Fire District ("Metro Fire"), a political subdivision of the State of California and _____ ("GEMT Transporter").

WHEREAS, the State Department of Health Care Services ("State") has developed and is administering the Medi-Cal Ground Emergency Transportation Supplemental Reimbursement Program pursuant to the California Welfare and Institutions Code Section 14105.94 ("State Code") and State Plan Amendments ("SPA") 09-024; and,

WHEREAS, the State has entered into an agreement with Metro Fire for administrative services related to the Medi-Cal Ground Emergency Transportation Supplemental Reimbursement Program pursuant to the State Code and SPA 09-024 ("State Agreement"), which is attached hereto as Exhibit A, and is incorporated as if set forth fully herein; and,

WHEREAS under the State Code an eligible provider of ground emergency medical transportation services may be entitled to supplemental Medi-Cal reimbursement as set forth in those provisions; and,

WHEREAS an eligible provider as described in the State Code is required to enter into an agreement to reimburse the State for implementing and administering the Supplemental Reimbursement Program as a condition of receiving supplemental reimbursement pursuant to the State Code; and,

WHEREAS pursuant to the State Agreement, Metro Fire has been designated by the State to recover the administrative and implementation costs required to be paid by eligible providers under the State Code; and,

WHEREAS Metro Fire will incur administrative and other costs in connection with billing GEMT Transporter for costs, and has assumed the risk of payment, or non-payment of the costs from GEMT Transporter;

NOW therefore, the Parties enter into this Agreement for the purpose of setting forth the manner and terms for payment of administrative costs by the eligible GEMT providers to Metro Fire, under the following terms and conditions.

I. PARTIES

Metro Fire is a designated agency for the collection of costs related to the GEMT Supplemental Medi-Cal Reimbursement Program. GEMT Transporter is an eligible provider of GEMT services as described in the State Code.

II. TERMS

This Agreement shall be effective and commence as of July 1, 2020 and shall end on June 30, 2023. However, GEMT transporter acknowledges and agrees that cost reports submitted by GEMT Transporters are subject to audit by the State of California for a period of thirty-six (36) months from the date of submission of the reports by the GEMT Transporter to the State of California, or such other final settlement period as specified in a subsequent SPA. During that period of time, State administrative costs as defined in the State Code will continue to be incurred by the State for which the GEMT Transporter agrees to pay to Metro Fire pursuant to Section IV below. The GEMT Transporter agrees to pay its transporter share of administrative costs pursuant to Section V. after the termination of this Agreement, whether this Agreement is terminated by its term, or in the event GEMT Transporter elects to terminate the Agreement, or in the event that Metro Fire terminates the Agreement.

III. RATIFICATION

Where there has been a need for Metro Fire to provide services essential to the GEMT program in the State of California and where such services have been provided prior to the date of execution of this Agreement, both Parties agree that the calculation, and payment, of services under this Agreement shall begin on July 1, 2020.

IV. SCOPE OF SERVICES AND RESPONSIBILITIES

Metro Fire will provide the following services:

- A. Advance of GEMT administration costs to the State as provided by SPA 09-024 on behalf of the GEMT Transporter
- B. Administration of recovery of costs from GEMT Transporters

The GEMT Transporter will provide the following services:

- A. Accurate reports of transports eligible under the GEMT program
- B. Accurate record keeping and retention of records for a period of not less than seven (7) years
- C. Provide all records upon request for audit purposes

V. PAYMENT TERMS

GEMT Transporter agrees to pay Metro Fire the transporter's share of the State administrative costs as defined in the State Code. The GEMT transporter share will be based upon the administrative costs per fee for service Medi-Cal transport, multiplied by the GEMT Transporter's number of fee for service Medi-Cal transports for each reporting period. The administrative costs per fee for service Medi-Cal transport will be determined based on the total administrative costs of the State in administering the GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES SUPPLEMENTAL REIMBURSEMENT PROGRAM divided by the total number of fee for service Medi-Cal transports statewide by all participating transporter agencies for each reporting period. Should Metro Fire be required to reimburse the State for administrative costs prior to the submission of cost reports in any given reporting period, the most recently completed cost reports shall be the basis for determining which agencies are considered participating transporting agencies. In addition, the GEMT transporter will compensate Metro Fire one percent (1%) of the GEMT transporter's gross State Supplemental Reimbursement of GEMT services under the State Code for each reporting period for Metro Fire's administrative services, cost of advancing funds for the State, and the risk of non-payment from GEMT Transporters.

- A. Metro Fire will notify, via email, the amount due under Section V. of this Agreement by the GEMT Transporter once the amount is determined
- B. All amounts due under this Agreement will be paid to Metro Fire no later than 30 days after the first notification is sent to the GEMT Transporter via one of the following methods: ACH/EFT, warrant from Invoice, or Credit Card
- C. Non-payment by the GEMT Transporter constitutes a breach of this Agreement and, if not cured, will result in a termination of this Agreement pursuant to Section XII below
 - a. A breach of this Agreement may be cured by the successful completion of the payment transaction to Metro Fire by GEMT Transporter within 30 days' notice by Metro Fire
 - b. The State will not provide GEMT supplemental reimbursements to the GEMT Transporter without a valid Agreement for Recovery of Administrative Costs for Implementation and Recovery of GEMT Payments with Metro Fire

VI. REIMBURSEMENT COSTS ACKNOWLEDGMENT

The GEMT Transporter acknowledges and agrees that the compensation paid to Metro Fire pursuant to this Agreement is intended to cover the costs for administering the supplemental reimbursement program under Section 14105.94(d) of the State Code. The compensation payable to Metro Fire is approved by the State, pursuant to the State Agreement attached as Exhibit A. The GEMT Transporter hereby agrees to waive any claim, action, or challenge to the payment method for the collection of costs under Section 14105.94(d) of the State Code, in the manner set forth in this Agreement.

VII. DISPUTE RESOLUTION

In the event of a dispute between the Parties in the terms of this Agreement as to any issue arising under this Agreement, the Parties agree to meet and negotiate in good faith to resolve such dispute. This shall not limit the Parties' right to pursue any available remedies at law or in equity.

VIII. MUTUAL INDEMNIFICATION

It is agreed that the GEMT Transporter shall defend, hold harmless and indemnify Metro Fire, its officers, employees, and agents from any and all claims, liability, loss or expense (including reasonable attorney fees and costs) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the GEMT Transporter and its officers, employees or agents. It is further agreed that Metro Fire shall defend, hold harmless and indemnify the GEMT Transporter and its officers, employees, and agents from any and all claims, liability, loss or expense (including reasonable attorney fees and costs) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of Metro Fire, its officers, employees, or agents.

IX. SEVERABILITY

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the Parties to this Agreement shall either amend this Agreement pursuant to Section X, or it shall be terminated.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, modification, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

XI. INTERPRETATION

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

XII. TERMINATION

Either of the Parties may terminate this Agreement upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. GEMT Transporter's responsibility for administrative costs incurred by the State associated with transporter costs reports and/or the State's audit of those costs shall survive the termination of the Agreement.

XIII. PRIOR AGREEMENTS

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

XIV. INTEGRATION CLAUSE

This Agreement and any exhibits attached hereto shall constitute the entire Agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to this Agreement.

XV. CONTROLLING LAW

The validity of this Agreement and its terms or provisions, as well as the rights and duties of the Parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

SACRAMENTO METROPOLITAN FIRE DISTRICT

Signature: _____ Date: _____
Amanda Thomas, Chief Financial Officer

[Agency Name in ALL UPPERCASE]

Signature: _____ Date: _____

Name: _____

Title: _____



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: January 14, 2021
TO: Board of Directors
SUBJECT: Bid Award – Rigid Hull Inflatable Boat (RHIB)

BACKGROUND

On March 12, 2020, the Sacramento Metropolitan Fire District's (District) Board of Directors accepted a FY2019 State Homeland Security Grant (SHSGP) award in the amount of \$186,023. \$72,360 of the award was allocated for Phase 2 of a Flood Response Boat Program that funded the purchase of flood response boats and trailers, water rescue PPE, and related supplies. The remaining \$113,663 was allocated for the purchase of a swiftwater rigid hull inflatable boat (RHIB) and accompanying trailer to replace obsolete equipment in order to complete the implementation of the Regional Boat Program previously funded through SHSGP award in FY2013 and FY2014.

DISCUSSION

Because the District and its regional partners have standardized the specifications for the RHIBs and have specialized training and expertise with regard to the exact specifications, Staff did not conduct a competitive bidding process, but rather requested a bid from the vendor who built the existing boats (Rogue Jet Boatworks) in the regional program, in order to maintain continuity of training and interoperability between the partner agencies. The quote provided by the vendor matches the specifications of the existing custom-built RHIBs and includes discounted government pricing.

FISCAL IMPACT

The final cost for the RHIB and accompanying trailer is \$113,663. The FY2019 grant award will cover this cost in full, resulting in no fiscal impact to the District.

RECOMMENDATION

Staff recommends the Board approve the attached Request for Exception to Competitive Bidding Process and approve the bid award to Rogue Jet Boatworks.

Submitted by:

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

A handwritten signature in blue ink, appearing to read "Shea Pursell". To the right of the signature is the name "Pursell".
Shea Pursell
Fleet Manager



Sacramento Metropolitan Fire District

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

Website: www.metrofire.ca.gov

PURCHASING: 3012 Gold Canal Dr. • Rancho Cordova, CA, 95670 • Phone (916) 859-4360 • Fax (916) 859-3729

TODD HARMS
Fire Chief

REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS and DISCLOSURE STATEMENT

Purchase Description: Rigid Hull Inflatable Boat (RHIB)

Proposed Vendor: Rogue Jet Boatworks

Estimated Total Cost: \$ 113,663.00

This form must accompany the purchase document whenever an exception to the competitive bidding process is requested. State and local laws subject the Sacramento Metropolitan Fire District to competitive bidding rules. Requests for goods and/or services from a specific vendor or that are limited to a specific brand, where substitutes to the recommended vendor or brand are not in the best interest of the District, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. Metro Fire employees who have a business relationship with or financial or personal interest in the recommended vendor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Manager or their authorized designee will determine whether the justification is appropriate. Requests for exceptions to the competitive bidding process must be supported by factual statements that will pass an audit.

1. Please check all applicable categories below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment:

Manufacturer/Model Number:

Age:

Current Estimated Value:

- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- c. I have standardized the requested product, and the use of another brand/model would require considerable time and funding to evaluate.

EXCEPTION TO COMPETITIVE BIDDING AND DISCLOSURE STATEMENT

- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

e. The requested product is used or demonstration equipment available at a lower-than-new cost.

f. Repair/Maintenance service is available only from the manufacturer or designated service representative.

g. Upgrade to or enhancement of existing software is available only from the manufacturer.

h. Service proposed by vendor is unique, therefore, competitive bids are not available or applicable.

i. Other factors

2. Provide a detailed explanation and pertinent documentation for each category checked in Section 1 above. Attach additional sheets if necessary:

The requested RHIB will be a part of the regional program funded through a SHSGP grant. The RHIB must match the specifications of the existing boats in the program to ensure continuity of training and interoperability with our regional partners in the program.

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

Swed Pusze

Signature

Shes Pursell

Printed Name

Fleet Manager

Budget Officer Title

12/10/20

Date

Approval

B. L. Shu

Branch Deputy Chief Signature

Brian Shannon

12/10/20

Printed Name

Date Page 2 | 3

EXCEPTION TO COMPETITIVE BIDDING AND DISCLOSURE STATEMENT



**DISCLOSURE STATEMENT TO ACCOMPANY
REQUEST FOR EXCEPTION TO COMPETITIVE BIDDING PROCESS**

When submitting a request for an exception to the competitive bidding process, each individual involved in evaluating and/or in making a recommendation to purchase the proposed good/service must complete, sign, and submit this Disclosure Statement. Filing an annual statement of economic interest does not exempt an employee from this requirement. Attach additional information if necessary.

Purchase Description: Rigid Hull Inflatable Boat (RHIB)

Proposed Vendor: Rogue Jet Boatworks

1. Please list any income or gifts you received from this vendor during the past 12 months:

No.

2. Please list any financial interests (stocks, shares, investments, etc.) you have in this vendor:

No.

3. Do you have any other type of business or personal relationship with this vendor?

No.

4. To the best of your knowledge, does any member of your departmental staff have a business or personal relationship with this vendor?

No.

5. Do you or any of your near relatives have any financial or personal interest in this vendor? If yes, please describe.

No.

6. Please provide any additional information you believe should be disclosed at this time:

N/A

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

Suzi Purcell

Signature

Suzi Purcell

Printed Name

Fleet Manager

Title

12/10/20

Date



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

TO: Board of Directors

DATE: January 14, 2021

SUBJECT: Agreement between the Sacramento Metropolitan Fire District and the Sacramento Area Fire Fighters, Local 522 regarding the Paramedic Training Program.

TOPIC

The District will implement a Paramedic Training Program for members of Local 522. The Paramedic Training Program will take place through American River College (ARC) in calendar year 2021 and will cease on January 1, 2022. The purpose of the 2021 Paramedic Training Program is to train District personnel to become dual-role paramedic-firefighters.

DISCUSSION

As a means to recruit and retain qualified employees, it is in the best interest of the District to support the Paramedic Training Program. There is a statewide shortage of qualified Paramedics and recruitment has been decreasing at the District and the Sacramento region. The focus of the program is to attract and hire the best employees the District can find and train them to be Medics.

Due to Covid restrictions, the ARC Paramedic Program will be using a classroom model call "Flipped Classroom". This is a new approach in which direct instruction moves from group learning to individual learning, and the group learning is transformed into a dynamic, interactive learning environment where the educator guides the students as they apply concepts and engage creatively in those concepts. This approach increases interaction students get with their teachers and typically spend less time on homework. Most students prefer the flipped classroom model and understand the class content better. The training will also include advanced lab instruction, hospital rotations and a weekly ambulance shift where they will continue their hands on education.

FISCAL IMPACT

The District agrees to pay the full cost of attending the American River College 12-month Paramedic-EMT Program (ARC Paramedic Program) for calendar year 2021, including the cost of tuition, and any startup program costs, such as

uniforms, lab fees, required medical examinations, malpractice insurance, and a background check.

The cost of the ARC program will be approximately \$3700 per student. The cost to backfill the employees who are participating will be approximately \$440,000 total for 3 students.

RECOMMENDATION

Staff recommends that the Board approve the Paramedic Training Program agreement between the Sacramento Metropolitan Fire District and the Sacramento Area Fire Fighters, Local 522.

Submitted by:

Greg Casentini
Deputy Chief, Administration

Approved by:



Todd Harms
Fire Chief

LETTER OF UNDERSTANDING

2021 PARAMEDIC TRAINING PROGRAM

This Letter of Understanding is entered into between Sacramento Metropolitan Fire District (“District”) and the Sacramento Area Fire Fighters, Local 522 (“Local 522”) (collectively referred to as “Parties”). The Parties hereby agree as follows:

1. Effective January 1, 2021, the District will implement a Paramedic Training Program for three members of Local 522. Those members are: Benjamin Hicks, Ian Rhodes, and Erick Taslim (collectively referred to as “Participants”).
2. The Paramedic Training Program will take place in calendar year 2021 and will cease on January 1, 2022.
3. The purpose of the 2021 Paramedic Training Program is to train District personnel to become dual-role paramedic-firefighters.
4. To accomplish this goal, the District agrees to pay the full cost of attending the American River College 12-month Paramedic-EMT Program (ARC Paramedic Program) for calendar year 2021, including the cost of tuition, and any startup program costs, such as uniforms, lab fees, required medical examinations, malpractice insurance, and a background check.
5. Participants agree to meet the admission requirements of the ARC Paramedic Program by the deadlines set by the ARC Paramedic Program.
6. The following provisions will govern Participants’ compensation, hours of work, and other certain terms and conditions of employment affected by their voluntary participation in the 2021 Paramedic Program:
 - a. While enrolled in the 2021 Paramedic Program, Participants will conduct themselves as full-time students, devoting their time to the requirements of the ARC Paramedic Program.
 - b. Participants will be supervised by the EMS Captain.
 - c. Each Participant will receive their full monthly base wage as set forth in Article 10 of the Parties’ MOU. Participants will be eligible for Education Incentive, as that term is defined in Article 11, subsection A of the Parties’ MOU. Participants will not be eligible for Allowances as that term is defined in Article 11, subsection B of the Parties’ MOU, except that participants with a current EMT-1 card will be entitled to the 5% EMT allowance set forth at subsection B(a). Participants will not be eligible for the Haz-Mat Program, as that term is defined

in Article 12 of the Parties' MOU. Participants shall be entitled to Longevity Pay as that term is defined in Article 50 of the Parties' MOU.

- d. Participants will not be subject to Vacation Bidding for calendar year 2021 as that term is defined in Article 24, subsection A(2) of the Parties' Memorandum of Understanding (MOU). Participants must submit vacation requests to the EMS Captain in advance for approval. No vacation request that conflicts with the ARC Paramedic Program schedule will be approved. Participants shall request vacation that corresponds with the ARC Paramedic Program holiday and/or vacation schedule. Participants are not entitled to PTO Leave as that term is defined at Article 24, subsection B of the Parties' MOU.
- e. Participants will continue to receive holiday-in-lieu compensation as set forth in Article 28, subsection A of the Parties' MOU.
- f. The following apply to the initial phase (i.e. non internship phase) of the ARC Paramedic Program:
 - i. Each Participant will work forty (40) hours per week, inclusive of time spent in coursework, studying, or other training required by the ARC Paramedic Program. The Parties have evaluated and considered this matter and agree that forty (40) hours per week is a reasonable amount of time for such time spent. Participants shall not work more than forty (40) hours per week.
 - ii. As part of their forty (40) hour per week schedule, each Participant will be scheduled for one twelve-hour ambulance shift at the District per week. If the ambulances are fully staffed at the time of the scheduled shift, an alternative position will be designated for that shift. The shift will be scheduled for the same time and day each week unless the Deputy Chief of Operations or designee approves otherwise. The shift will be scheduled without regard to holidays. Each Participant will meet with the EMS Captain no later than January 15, 2020 to memorialize their weekly schedules.
 - iii. Participants will not work suppression shifts, overtime hours, or make shift trades, except that participants may work one 24-hour suppression shift per month at the discretion of the EMS Captain. The base hourly rate for such a shift will be the suppression rate. Participants are not eligible for FLSA overtime as that term is defined in Article 13, subsection E of the Parties' MOU.

- iv. Participants will accrue sick leave at the rate of 17.22 hours per month pursuant to Article 19, subsection (A)(1)(b) of the Parties' MOU. Participants will accrue vacation and have existing vacation balances converted pursuant to Article 29, subsection A of the Parties' MOU.
 - g. Once Participants enter the final phase of ARC Paramedic Program (i.e., what the Parties understand is the "internship" component), they will return to a 56-hour, suppression schedule and the provisions of section (f) above will no longer apply.
7. To the extent the terms of this Letter of Understanding conflict with any of the terms in the MOU between Local 522 and the District, the terms of this Letter of Understanding govern the Participants' terms and conditions of employment.

FOR SACRAMENTO METROPOLITAN FIRE DISTRICT

Todd Harms, Fire Chief

Date

FOR SACRAMENTO AREA FIRE FIGHTERS, LOCAL 522

Chris Andrew, Local 522, President

Date

Michael McGoldrick, Local 522, Vice President

Date



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: January 14, 2021

TO: Board of Directors

SUBJECT: Memorandum of Understanding for Endowment

TOPIC

Establish a Memorandum of Understanding (MOU) between the Sacramento Metropolitan Fire District (Metro Fire) and Sacramento Metro Public Safety Foundation (Foundation).

DISCUSSION

The Sacramento Metro Public Safety Foundation has been approached by a local citizen offering to posthumously fund a large endowment. As stated in the attached MOU, these funds will only become available upon the death of this individual. Specifically, the terms of this endowment require that the funds be allocated for the educational benefit of the children of Metro Fire firefighters who were either killed in the line of duty, or have been so badly injured that they were forced to retire. The Board of Directors from Metro Fire and the Foundation are required to approve this MOU.

FISCAL IMPACT

There is no fiscal impact to Metro Fire.

RECOMMENDATION

Staff recommends the Board approve the MOU between Metro Fire and the Foundation, and authorize the Fire Chief or his designee to sign.

Submitted by:

Randy Orzalli
Director

MEMORANDUM OF UNDERSTANDING
SACRAMENTO METROPOLITAN FIRE DISTRICT
AND THE PUBLIC SAFETY FOUNDATION

This Memorandum of Understanding (MOU) is entered by and between the Sacramento Metro Public Safety Foundation (Foundation) and the Sacramento Metropolitan Fire District (Metro Fire) on the date executed below.

RECITALS

- A. The Sacramento Metro Public Safety Foundation is a 501(c)(3) charitable corporation organized in 2014 and existing in the state of California, with its primary location in Sacramento County.
- B. The Foundation is organized for the purpose of supporting governmental public safety entities and public agencies, including but not limited to support of fire districts, specifically, Metro Fire.
- C. Metro Fire is a special district organized and existing pursuant to Health and Safety Code Section 13800, and is responsible for fire protection and prevention, emergency medical services, and related functions authorized by California law.
- D. The Foundation has been advised that certain individuals, a husband and wife residing in Sacramento County has designated the Foundation as a beneficiary of their Family Trust with a desire to financially establish an endowment to provide a scholarship for post-secondary education for children of employees of Metro Fire who are killed, or injured to an extent that they can no longer be employed by Metro Fire.

As a result of the foregoing, the Foundation and Metro Fire enter into this MOU under the following terms.

PURPOSE

The purpose of this MOU is to define and memorialize the distribution of scholarship funds from the above described estate. The donors who desire to establish the endowment for the scholarship wishes to remain anonymous, but their identity is known to the Foundation.

Due to the uncertainty as to the operative date of distribution from the estate, final designation of beneficiaries of the estate, the specific amount of the distribution and other related matters, the Foundation and Metro Fire enter into this MOU for the purpose of

providing guidance to the Foundation and Metro Fire for the future management of the scholarship program.

TERMS

This MOU shall be effective on the date it is finally executed by both the Foundation and Metro Fire. The MOU can be terminated without cause or reason by either party upon 30 days written notice.

OBLIGATIONS OF THE FOUNDATION

The Foundation shall be responsible for the following functions related to the scholarship fund.

- A. Upon notification by the Trustee /Executor that the donor's estate is settled and that the Family Trust distributions will be made, the Foundation will notify the Fire Chief for Metro Fire.
- B. The Foundation will be solely responsible for the administration of the benefits of the trust for establishing a scholarship program, including but not limited to financial auditing and reporting requirements, management of trust proceeds and distribution of proceeds to recipients consistent with any instructions from the Trustee or any Family Trust requirements.
- C. In carrying out the requirements of subpart (b), the Foundation shall enter into a contract for the services of the Sacramento Region Community Foundation or its successor, for administration of scholarship funds. If that organization or its successor is no longer in existence the Foundation agrees to utilize the services of a similar organization which manages scholarship funds. The Foundation shall be responsible for any and all fees for managing the scholarship funds, for the cost of establishing a scholarship fund, for establishing scholarship guidelines, and selection of scholarship recipients.
- D. The Foundation shall be responsible for ensuring that any scholarship fund, or payment of scholarship proceeds, complies with Internal Revenue Service rules for charitable giving, or any related federal, state, or local rules in connection with charitable giving requirements.
- E. The Foundation shall be responsible for insuring that any scholarship fund established, or distributions made therefrom, complies with any condition, instruction, or legal requirements of the subject Family Trust and/or the Family Trust Trustee.

OBLIGATIONS OF METRO FIRE

- A. Metro Fire shall, upon request, provide any information within its custody or control to the Foundation or the Sacramento Region Community Foundation necessary for establishing eligibility requirements of the scholarship fund.
- B. Metro Fire shall, upon notification of establishment of the scholarship fund, provide notice to parents and/or guardians of the children of any Metro Fire employee who has been killed, or has been injured to an extent that the employee can no longer be employed by Metro Fire, or may otherwise meet the criteria for application of scholarship funds, of the existence of the scholarship fund, the criteria for eligibility, and the procedure for application for benefits of the fund.
- C. Metro Fire shall, upon request, assist the Foundation Board of Directors and/or Sacramento Region Community Foundation in the selection process.
- D. The Metro Fire Chief shall inform the Metro Fire Board of Directors upon establishment of the scholarship fund at a public meeting of the establishment of the fund, and arrange for a presentation on the public agenda of information related to the scholarship fund, and provide information concerning the fund to the Metro Fire Board.
- E. Metro Fire shall maintain records which establish, confirm, or memorialize all notices sent to families under the terms of this MOU, all records which reflect participation in the selection process of candidates for the scholarship fund, and any other activity undertaken by Metro Fire in connection with carrying out its obligations contained herein. Metro Fire agrees to make those records available to the Foundation and/or the Sacramento Region Community Foundation, unless prohibited by any provision of federal, state, or local law.

PUBLIC SAFETY FOUNDATION LEGAL STATUS

The Foundation is an Internal Revenue Service 501(c)(3) corporation. The Foundation shall continue to maintain that status through implementation of the scholarship fund. The Foundation shall take any additional required actions at the time of establishment or implementation of the scholarship fund in order to receive the scholarship funds and to implement and manage the scholarship fund. This MOU shall be filed with the Board of Directors of the Foundation, and shall be an official record of the Foundation, and shall control the conduct of the Foundation as to the matters described herein, unless terminated in accordance with the terms of the MOU.

CHOICE OF LAW

This MOU is executed and delivered within the state of California, and the rights and obligations of the parties shall be construed and enforced in accordance with California law.

...

SEVERABILITY

in the event any term of this MOU is invalidated or unenforceable, the remainder of the agreement shall remain valid and enforceable.

AMENDMENTS

This MOU constitutes the entire agreement of the parties and may be amended only by a writing signed by the parties.

ASSIGNMENT

This MOU may not be assigned without the express, prior, written consent of the parties. Subject to such limitation, this MOU shall be binding on and inure to the benefit of the respective parties' successors and assigns.

ACCESS TO RECORDS

Upon reasonable notice, and except as otherwise prohibited by any provision of law, Metro Fire shall make this MOU, and any records related to the subject matter of this MOU in the custody or control of Metro Fire, available to the Foundation, the Sacramento Region Community Foundation, or anyone acting on their behalf, or to any governmental agency requesting such information in connection with the implementation and execution of the scholarship fund.

NOTICE

Any notice required or permitted by this MOU shall be marked and delivered by First Class Mail, to the persons identified below, or their successors, located 10545 Armstrong Ave., Mather CA.

The parties hereto have executed this MOU each by a duly authorized representative and as of the date indicated below.

Date: _____

Date: _____

**Todd Harms, Fire Chief
Sacramento Metropolitan Fire
District**

**Randy Orzalli, President
Sacramento Metro Public Safety
Foundation**



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: January 14, 2021

TO: Board of Directors

SUBJECT: Response to the request of Mr. David Warren.

TOPIC

Should the Metro Fire Board issue a letter in support of all first responders following COVID-19 protocols and wearing PPE.

DISCUSSION

Mr. David Warren's has written two letters requesting the Board of Metro Fire issue a letter emphasizing our support of Metro Fire's first responders, all first responders, and members of the public to follow the required COVID-19 protocols and the wearing of PPE. While Metro Fire has always attempted to comply with these protocols, the issue is worthy of note.

Should our Board elect to issue a written response, I would advocate that it be structured so as to correctly express our support and mutual concern for all first responders and communities we serve.

This letter will then be posted on Metro Fire's website or other means of public notification.

FISCAL IMPACT

There is no fiscal impact to Metro Fire.

RECOMMENDATION

The Board issue a letter emphasizing support of following required COVID-19 protocols and wearing PPE and posting the letter publically on the Metro Fire website.

Submitted by:

Randy Orzalli
Director