



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

Jennifer Sheetz  
Board President  
Division 5

Matt Kelly  
Board Vice President  
Division 7

Cinthia Saylors  
Board Secretary  
Division 1

Grant Goold  
Board Member  
Division 2

Randy Orzalli  
Board Member  
Division 3

Ted Wood  
Board Member  
Division 4

D'Elman Clark  
Board Member  
Division 6

Gay Jones  
Board Member  
Division 8

Walt White  
Board Member  
Division 9

## BOARD OF DIRECTORS - REGULAR MEETING Thursday, December 10, 2020 – 6:00 PM

Held Remotely Via Zoom  
Phone: (669) 900-6833  
Webinar ID: 921 6796 2113 #  
Passcode: 644 064 769 #

*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](mailto: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

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

REGULAR BOARD MEETING AGENDA

THURSDAY, DECEMBER 10, 2020

## CALL TO ORDER

## PLEDGE TO FLAG

## METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Sunday, December 13<sup>th</sup> at 8:00 pm and Monday, December 14<sup>th</sup> at 6:00 pm on Channel 14; Webcast at [www.sacmetrocable.tv](http://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>
<b>CONSENT ITEMS</b>	
<b>1. Action Summary Minutes</b>	6
<b>Recommendation:</b> Approve the Action Summary Minutes for the Regular Board meeting of November 12, 2020.	
<b>2. Certified Election Results – Presidential General Election, November 3, 2020</b>	11
<b>Recommendation:</b> 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.	
<b>3. 2021 Schedule of Regular and Special Board Meetings</b>	18
<b>Recommendation:</b> Approve the 2021 schedule of regular and special board meetings and cancel meetings that fall on or near holidays.	
<b>4. Revised Resolution affecting Senior Safety Management and Safety Management Employees</b>	20
<b>Recommendation:</b> Adopt a resolution with the proposed revisions affecting Senior Safety Management and Safety Management Employees.	



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REGULAR BOARD MEETING AGENDA

THURSDAY, DECEMBER 10, 2020

- |    |   |           |
|----|---|-----------|
| 5. | <b>Revised Resolution affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees</b>   | <b>34</b> |
|    | <b>Recommendation:</b> Adopt a resolution with the proposed revisions affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees |           |
| 6. | <b>Pay Schedule effective January 1, 2021</b>   | <b>51</b> |
|    | <b>Recommendation:</b> Approve the pay schedule effective January 1, 2021.  |           |
| 7. | <b>Maintenance Contract for Lifepak 15 Monitor/Defibrillator Inventory</b>  | <b>55</b> |
|    | <b>Recommendation:</b> Approve a one year maintenance contract with Stryer ProCare Program for the Lifepak 15 inventory.  |           |
| 8. | <b>Temporary Construction Easement – Watt/Myrtle</b>  | <b>56</b> |
|    | <b>Recommendation:</b> Adopt a resolution authorizing the execution of the Temporary Construction Easement.   |           |

## PRESENTATION ITEMS

- |    |  |   |
|----|--|---|
| 1. | <b>Swearing-In Ceremony (Chief Harms)</b>  | * |
|    | <b>Recommendation:</b> Swear-In elected officials for Divisions 2, 4, 5, 6, 8 and 9 (short-term) for the 2020-2024 term. |   |
| 2. | <b>Sacramento Metropolitan Fire District – 20<sup>th</sup> Anniversary (Chief Harms)</b>                                 | * |
|    | <b>Recommendation:</b> Receive presentation, no action required.   |   |
| 3. | <b>20 Years of Service to Director Goold and Director Jones (Chief Harms)</b>  | * |
|    | <b>Recommendation:</b> Receive presentation, no action required.   |   |

## ACTION ITEMS

- |    |  |           |
|----|--|-----------|
| 1. | <b>Election of Board Officers (Board Clerk Penilla)</b>  | <b>62</b> |
|    | <b>Recommendation:</b> 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.  |           |
| 2. | <b>Project Authorization – Future Fire Station 68</b>  | <b>64</b> |
|    | <i>(Chief Development Officer, Jeff Frye and Administrative Specialist, Erin Castleberry)</i>  |           |
|    | <b>Recommendation:</b> Authorize the project to move forward with the anticipated \$9 million 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. |           |
| 3. | <b>Notice of Award – RFP 20-21 Community Risk Assessment and Community Risk Reduction Plan (Deputy Fire Marshal, Chrishana Fields)</b>   | <b>76</b> |
|    | <b>Recommendation:</b> 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.  |           |



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REGULAR BOARD MEETING AGENDA

THURSDAY, DECEMBER 10, 2020

**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.

## REPORTS

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

**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 Sheetz)**

Next Meeting: January 14, 2021 at TBD

**B. Communications Center JPA – (DC Shannon)**

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

Next Meeting: TBD

## BOARD MEMBER QUESTIONS AND COMMENTS

## 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



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REGULAR BOARD MEETING AGENDA

THURSDAY, DECEMBER 10, 2020

- 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

## 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

## 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

## 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 14, 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 December 7, 2020

A handwritten signature in blue ink that reads "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, November 12, 2020 Held Remotely Via Zoom

#### CALL TO ORDER

The meeting was called to order at 6:00 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: None

#### 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 October 22, 2020.

**Action:** Approved Action Summary Minutes.

##### 2. RFP 20-08 Debt Collection Services Award

**Recommendation:** Award RFP 20-08 to Financial Credit Network and authorize the Fire Chief to execute a contract for debt services collection.

**Action:** Approved staff's recommendation.

##### 3. Board Life Insurance / AD&D

**Recommendation:** Adopt a Resolution approving the increased Life Insurance/AD&D Benefits to the amount of \$100,000 effective January 1, 2021.

**Action:** Adopted Resolution No. 2020-070.

#### ACTION ITEMS

##### 1. California Senate Bill 1205 Compliance Report and Resolution

(Lisa Barsdale, Fire Marshal)

**Recommendation:** Adopt a Resolution acknowledging receipt of the annual report regarding the inspection of public and private schools and certain residential occupancies for CY 2019.

**Action:** On a motion by White, seconded by Clark, and carried unanimously by members present to adopt Resolution No. 2020-071.

##### 2. Industrial Disability Retirement – Captain Jeremy Hord

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Captain Jeremy Hord has suffered job related injuries and direct staff to work with Captain Hord through his Industrial Disability Retirement process with CalPERS.

**Action:** On a motion by Clark, seconded by Wood, and carried unanimously by members present to adopt Resolution No. 2020-072.

**3. Industrial Disability Retirement – Retired Captain Phillip Zidek**

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Retired Captain Phillip Zidek has suffered job related injuries and direct staff to work with Retired Captain Zidek through his Industrial Disability Retirement process with CalPERS.

**Action:** On a motion by Clark, seconded by Wood, and carried unanimously by members present to adopt Resolution No. 2020-073.

## **REPORTS**

**1. PRESIDENT'S REPORT:** No report.

**2. FIRE CHIEF'S REPORT:**

Chief Harms thanked Fire Marshal Barsdale for the report. These inspections are very timely given the events that took place with the Ghost Ship Fire several years ago.

Chief Harms also gave an update on EMS. He is currently working with the joint defense counsel and attorneys. We are still on the docket with the court system, however due to COVID-19 we have nothing scheduled at this time. We are awaiting a response from Sacramento County.

### **Promotions**

Effective 11/6 the following members were promoted to the rank of Engineer

- William Hosmann
- Dustin Sumrow
- JP Turanski
- Bud Powell
- Philip Alexander
- Michael DeJong
- Matthew Miller

### **Reassignment**

Effective 11/16, Battalion Chief Joe Fiorica will be assigned to fill the Special Ops Battalion Chief assignment

### **Retirement**

Effective 11/1, Deputy Chief Eric Bridge – 26 years of service

### **Recruitment**

Geographic Information Specialist (GIS)

Facilities Technician

### **Career Development Opportunity**

EMS Battalion Chief Day Assignment

## **Meetings**

Recently completed Fire Chief Forums 8 sessions in total, 2 for each shift and 2 for day staff. He compiled a list of 25 questions with answers, those will be sent out along with a recording of the Zoom video.

10/28, Labor Management Collaboration Meeting (LMCM)

11/4, Citrus Heights 2x2 Meeting

11/12, Turkey Drop-Off at KCRA 3 with Executive Staff. They dropped off about 65 turkeys thanks to PIO Vestal.

## **OPERATIONS REPORT**

Deputy Chief Adam Mitchell shared that live fire training took place on Monday and Tuesday at Sylvan, north of Greenback, and went very well. They had a good discussion and good practice for the members.

Effective November 16<sup>th</sup> air operations and the dozer are transitioning to on call status.

Supervisor Nottoli's office reached out for a tree that fell in the river causing people to get stuck when they are rafting or kayaking. Several agencies worked in collaboration to attempt to remove the tree, however they were not successful.

The 13<sup>th</sup> COVID-19 update was released as we have seen an uptick in cases. As of November 3<sup>rd</sup> there were 59 members out for exposures and awaiting test results. Looking back at the month of October there were 40 members tested, so we have already seen more than that in November. Stations are still not allowing visitors which will be challenging during the holiday season. Lastly, due to staffing shortages we have temporarily browned out some apparatus per our Emergency Response Staffing Plan.

He shared the call volume numbers since the last Board Meeting with 5,753 calls, with 17 fires, and the busiest engine was 53 and medic 101.

### **3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:**

Captain McGoldrick congratulated the newly promoted engineers. All probationary firefighters from 19-2 passed their 12 month probation, and he welcomed BC Fiorica to the Special Operations assignment. He wished everyone a Happy Thanksgiving!

### **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)**

Report Out: November 10, 2020 at 9:00 AM

DC Shannon reported members from Academy 201- and 20-2 are progressing within the organization well. The JPA anticipates the next academy beginning on January 19<sup>th</sup>.

Next Meeting: December 8, 2020 at 9:00 AM

- 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)**  
Next Meeting: December 10, 2020 at TBD

## **BOARD MEMBER QUESTIONS AND COMMENTS**

Director White thanks Fire Marshal Barsdale for the report and appreciates the completion rate. He congratulates the engineers and BC Fiorica for their promotions. He wishes the EMS Division all the best in filling the EMS Day Battalion Chief role.

Director Jones hopes everyone has a safe and healthy Thanksgiving.

Director Clark echoes comments about CRRD's report, and wishes everyone a Happy Thanksgiving.

Director Wood echoes the comments from previous Directors.

Director Orzalli participated in the Citrus Heights 2X2 meeting, Metro Fire does a fantastic job maintaining those relationships.

Director Goold wishes everyone a happy Thanksgiving.

Director Sailors thanks staff for their presentations, and commends staff on their continued ability to adapt.

Director Kelly echoes sentiments of previous Directors. He appreciates the live fire training opportunity, and thanks the officials at the church for having a great working relationship with Metro Fire.

Director Sheetz thanks Director Goold for his suggestion in beginning the meeting with the pledge, she thanks Veterans for their service, and wishes everyone a safe holiday.

**Board recessed to Closed Session at 6:45 pm.**

## **CLOSED SESSION**

1. **Pursuant to California Government Code Section 54956.9 (a) – two (2) matters of Industrial Disability Retirement.**
  - A. Jeremy Hord and the Sacramento Metropolitan Fire District  
Claim # SMDN - 549020 – Industrial Disability Retirement –  
Greg Casentini, Deputy Chief Administration  
**Action:** No reportable action taken.

- B. Phillip Zidek and the Sacramento Metropolitan Fire District  
Claim # SMDE - 491983 – Industrial Disability Retirement –  
Joel Kautz of Lenahan, Slater, Pearse & Majernik, LLP
- Action:** No reportable action taken.

**The Board reconvened to Open Session at 6:56 pm.**

**ADJOURNMENT**

The meeting was adjourned at 7:00 pm.

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Jenifer Sheetz, President

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Cinthia Sailors, Secretary

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Melissa Penilla, Board Clerk



TODD HARMS  
*Fire Chief*

# Sacramento Metropolitan Fire District

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

**DATE:** December 10, 2020

**TO:** Board of Directors

**SUBJECT:** Certified Election Results – Presidential General Election, November 3, 2020

## SUMMARY

The Sacramento Metropolitan Fire District received certified election results for the Presidential General Election on November 3, 2020 for Divisions 2, 4, 5, 6, 8, and 9.

## DISCUSSION

There were insufficient nominees for Director in Divisions 2, 4, 5, 6, 8, and 9 to require an election on November 3, 2020. In accordance with Elections Code § 10515, the following persons who filed a declaration of candidacy shall take office and serve exactly as if elected in the General Election:

**Division 2:**  
Grant Goold

**Division 4:**  
Ted Wood

**Division 5:**  
Jennifer Sheetz

**Division 6:**  
D'Elman Clark

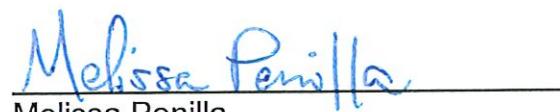
**Division 8:**  
Gay Jones

**Division 9:**  
Walt White

## RECOMMENDATION

Accept the certified election results for the November 3, 2020 Presidential General Election as shown on the attached Certificate of Facts from the Registrar of Voters of the County of Sacramento.

**Submitted By:**

  
Melissa Penilla  
Board Clerk

Attachments (6) – Certificate of Facts, Divisions 2, 4, 5, 6, 8, and 9

STATE OF CALIFORNIA  
County of Sacramento } ss.

CERTIFICATE OF FACTS

I, COURTNEY BAILEY-KANELOS, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the number of nominees for the office of **Sacramento Metropolitan Fire District, Division 2** did not exceed the number of offices to be filled at the November 3, 2020 Presidential General Election.

A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district election be held was not presented to me.

In accordance with Elections Code §10515, I hereby request that the Board of Supervisors appoint to such office the following person who filed a declaration of candidacy, and who shall take office and serve exactly as if elected at the Presidential General Election.

Director

Number of Positions: 1  
Number of Candidates: 1  
Name(s) of Candidate(s): Grant B. Goold



Witness My Hand and Seal this 11th day of September, 2020.

COURTNEY BAILEY-KANELOS  
REGISTRAR OF VOTERS  
County of Sacramento  
State of California

STATE OF CALIFORNIA      }  
County of Sacramento      } ss.

**CERTIFICATE OF FACTS**

I, COURTNEY BAILEY-KANELOS, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the number of nominees for the office of **Sacramento Metropolitan Fire District, Division 4** did not exceed the number of offices to be filled at the November 3, 2020 Presidential General Election.

A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district election be held was not presented to me.

In accordance with Elections Code §10515, I hereby request that the Board of Supervisors appoint to such office the following person who filed a declaration of candidacy, and who shall take office and serve exactly as if elected at the Presidential General Election.

**Director**

Number of Positions:      1  
Number of Candidates:      1  
Name(s) of Candidate(s):      Ted Daniel Wood



Witness My Hand and Seal this 11th day of September, 2020.

  
COURTNEY BAILEY-KANELOS  
REGISTRAR OF VOTERS  
County of Sacramento  
State of California

STATE OF CALIFORNIA  
County of Sacramento } ss.

**CERTIFICATE OF FACTS**

I, COURTNEY BAILEY-KANELOS, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the number of nominees for the office of **Sacramento Metropolitan Fire District, Division 5** did not exceed the number of offices to be filled at the November 3, 2020 Presidential General Election.

A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district election be held was not presented to me.

In accordance with Elections Code §10515, I hereby request that the Board of Supervisors appoint to such office the following person who filed a declaration of candidacy, and who shall take office and serve exactly as if elected at the Presidential General Election.

**Director**

Number of Positions: 1  
Number of Candidates: 1  
Name(s) of Candidate(s): Jennifer L. Sheetz



Witness My Hand and Seal this 11th day of September, 2020.

  
COURTNEY BAILEY-KANELOS  
REGISTRAR OF VOTERS  
County of Sacramento  
State of California

STATE OF CALIFORNIA  
County of Sacramento } ss.

**CERTIFICATE OF FACTS**

I, COURTNEY BAILEY-KANELOS, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the number of nominees for the office of **Sacramento Metropolitan Fire District, Division 6** did not exceed the number of offices to be filled at the November 3, 2020 Presidential General Election.

A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district election be held was not presented to me.

In accordance with Elections Code §10515, I hereby request that the Board of Supervisors appoint to such office the following person who filed a declaration of candidacy, and who shall take office and serve exactly as if elected at the Presidential General Election.

**Director**

Number of Positions: 1  
Number of Candidates: 1  
Name(s) of Candidate(s): D'Elman Clark



Witness My Hand and Seal this 11th day of September, 2020.

  
COURTNEY BAILEY-KANELOS  
REGISTRAR OF VOTERS  
County of Sacramento  
State of California

STATE OF CALIFORNIA  
County of Sacramento } ss.

**CERTIFICATE OF FACTS**

I, COURTNEY BAILEY-KANELOS, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the number of nominees for the office of **Sacramento Metropolitan Fire District, Division 8** did not exceed the number of offices to be filled at the November 3, 2020 Presidential General Election.

A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district election be held was not presented to me.

In accordance with Elections Code §10515, I hereby request that the Board of Supervisors appoint to such office the following person who filed a declaration of candidacy, and who shall take office and serve exactly as if elected at the Presidential General Election.

**Director**

Number of Positions: 1  
Number of Candidates: 1  
Name(s) of Candidate(s): Gay Jones



Witness My Hand and Seal this 11th day of September, 2020.

  
COURTNEY BAILEY-KANELOS  
REGISTRAR OF VOTERS  
County of Sacramento  
State of California

STATE OF CALIFORNIA  
County of Sacramento } ss.

CERTIFICATE OF FACTS

I, COURTNEY BAILEY-KANELOS, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that the number of nominees for the office of **Sacramento Metropolitan Fire District, Division 9 – Short Term** did not exceed the number of offices to be filled at the November 3, 2020 Presidential General Election.

A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district election be held was not presented to me.

In accordance with Elections Code §10515, I hereby request that the Board of Supervisors appoint to such office the following person who filed a declaration of candidacy, and who shall take office and serve exactly as if elected at the Presidential General Election.

Director

Number of Positions: 1  
Number of Candidates: 1  
Name(s) of Candidate(s): Walter W. White



Witness My Hand and Seal this 11th day of September, 2020.

  
COURTNEY BAILEY-KANELOS  
REGISTRAR OF VOTERS  
County of Sacramento  
State of California



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: December 10, 2020  
TO: Board of Directors  
SUBJECT: 2021 Schedule of Regular and Special Board Meetings

## TOPIC

Schedule of regular and special board meetings for 2021, and cancellation of meetings that fall on holidays.

## DISCUSSION

The regular meetings of the Board of Directors are scheduled for the second and fourth Thursday of each month. Staff anticipates a special meeting on September 23<sup>rd</sup> for the annual workshop, with cancellation of the Finance and Audit Committee earlier that evening. The second Thursday in the month of November falls on November 11<sup>th</sup>, Veterans Day, a special meeting has been scheduled in lieu of this meeting cancellation for Tuesday, November 9<sup>th</sup>. The fourth Thursdays in the months of November and December fall on November 25<sup>th</sup>, Thanksgiving Day, and December 23<sup>rd</sup>, the day before Christmas Eve. It has been a past practice of the Board to cancel board meetings on dates that conflict with holidays. The Board of Directors Policies and Procedures, Paragraph 6(a), states that regular meetings may be cancelled or additional meetings may be scheduled with consent of the majority of the Board of Directors during a prior regularly scheduled Board meeting.

## RECOMMENDATION

Staff recommends the Board approve a schedule of regular and special meetings for Calendar Year 2021 as shown in Attachment 1, including cancelling the meetings of November 11<sup>th</sup>, November 26<sup>th</sup> and December 24<sup>th</sup>.

Submitted By:

\_\_\_\_\_  
Melissa Penilla, Board Clerk

Attachment (1) – 2021 Calendar of Meetings



TODD HARMS  
*Fire Chief*

# Sacramento Metropolitan Fire District

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

## SACRAMENTO METROPOLITAN FIRE DISTRICT

### BOARD OF DIRECTORS SCHEDULE OF REGULAR AND SPECIAL MEETINGS CALENDAR YEAR 2021

COMMITTEE MEETINGS	BOARD MEETINGS
Thursday 5:00 pm or 5:30 pm (Dependent upon meeting length)	Thursday 6:00 pm
Executive	January 14
Finance & Audit	January 28
Policy	February 11
Finance & Audit	February 25
Policy	March 11
Finance & Audit	March 25
Policy	April 8
Finance & Audit	April 22
Policy	May 13
Finance & Audit	May 27
Policy	June 10
Finance & Audit	June 24
Policy	July 8
Finance & Audit	July 22
Policy	August 12
Finance & Audit	August 26
Policy	September 9
Finance & Audit	September 23 – Special Meeting
<b>Cancelled for Workshop</b>	<b>Reserved for Annual Workshop</b>
Policy	October 14
Finance & Audit	October 28
Policy	November 11 Veterans Day Special Meeting in lieu on Tuesday, November 9
Finance & Audit	November 25 Thanksgiving
Policy	December 9
Finance & Audit	December 23 Day before Christmas Eve

#### ATTACHMENT 1

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



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:** December 10, 2020  
**SUBJECT:** Adoption of a revised Resolution affecting Senior Safety Management and Safety Management Employees

## TOPIC

Authorize revisions to Resolution No. 2019-072, Section 3 - *Administrative Leave*, affecting Senior Safety Management and Safety Management Employees adopted by the Board of Directors on September 12, 2019.

## DISCUSSION

Senior Safety Management and Safety Management employees currently receive forty (40) hours of Administrative Leave for a 40-hour per week day assignment, and fifty-six (56) hours of Administrative leave for a 56-hour per week shift assignment each January 1<sup>st</sup>. The administrative leave will now be placed into a separate Administrative Leave Bank instead of an employee's Vacation Leave (VL) Bank. The Administrative Leave Bank will be subject to a 40-hour maximum accrual per calendar year. Any hours remaining in the Administrative Leave Bank as of December 31<sup>st</sup> will roll over to the next year and will reduce the January 1<sup>st</sup> earning such that the 40-hour/56-hour maximum accrual will not be exceeded. Administrative leave is a separate benefit in recognition of being exempt from overtime pay under the provisions of Federal and State Law; therefore, administrative leave accruals should be in a separate bank and should not affect the maximum 20 months accrual of VL.

## RECOMMENDATION

Staff recommends that the Board adopt the attached resolution with the proposed revisions affecting Senior Safety Management and Safety Management employees.

**Submitted by:**

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Melisa Maddux  
Human Resources Manager

**Approved by:**

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Handwritten signature of Todd Harms in blue ink.  
Todd Harms  
Fire Chief



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2020-\_\_

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

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

On December 10, 2020

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

**WHEREAS**, this resolution supersedes Resolution No. **2019-072**, adopted by the Board of Directors of the Sacramento Metropolitan Fire District on September 12, 2019, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Senior Safety Management and Safety Management employees, and

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

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

### 1. POSITIONS COVERED UNDER THIS RESOLUTION

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

Chief Deputy  
Deputy Chief  
Assistant Chief  
Fire Marshal

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

Chief Pilot

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

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

## **3. ADMINISTRATIVE LEAVE**

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

## **4. COMPENSATION**

For the three (3) year term covering January 1, 2019 through December 31, 2021, employees covered by this Resolution are subject to the following wage increases.

Effective September 1, 2019, employees received a 4.3% base wage increase. The monthly wage scale below includes this base wage increase.

Effective January 1, 2021, employees will receive a base wage increase between 1.0% and 3.0% if the percentage change in net taxable value of property in the District based on the Sacramento County Assessor FY 2020/21 Combined Tax Rolls

compared to the FY 2019/20 Combined Tax Rolls exceeds 3%. The amount of the January 1, 2021 base wage increase will be governed by the following chart:

FY 2020/21 Net Taxable Value Increase	2021 Base Wage Increase
3.0% or less	0%
3.1% to 4.0%	1.0%
4.1% to 5.0%	2.0%
5.1% or more	3.0%

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

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

**Salary Table Reflecting Monthly Pay Scale:  
Effective September 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5
Chief Deputy					21,856.53
Deputy Chief					20,815.74
Assistant Chief				18,216.67	19,123.73
Fire Marshal				18,216.67	19,123.73
Chief Pilot	8,674.01	9,104.27	9,555.47	10,028.77	10,526.49

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

**5. UNIFORM ALLOWANCE**

Uniform allowance is included in base pay.

**6. VACATION LEAVE**

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

MONTHS OF SERVICE	DAY PERSONNEL	SHIFT PERSONNEL
1 to 60	103 hours/year (8.58 hours/month)	144 hours/year (12 hours/month)
61 to 120	154 hours/year (12.83 hours/month)	216 hours/year (18 hours/month)
121 to 180	189 hours/year (15.75 hours/month)	264 hours/year (22 hours/month)
181 to 240	206 hours/year (17.17 hours/month)	288 hours/year (24 hours/month)

241 or more	223 hours/year (18.58 hours/month)	312 hours/year (26 hours/month)
-------------	---------------------------------------	------------------------------------

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

## 7. HOLIDAYS

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

1.	New Year's Day	(Jan. 1)
2.	Martin Luther King, Jr. Day	(3 <sup>rd</sup> Mon. in Jan.)
3.	Lincoln's Birthday	(2 <sup>nd</sup> Mon. in Feb.)
4.	Washington's Birthday	(3 <sup>rd</sup> Mon. in Feb.)
5.	Memorial Day	(last Mon. in May)
6.	Independence Day	(July 4)
7.	Labor Day	(1 <sup>st</sup> Mon. in Sept.)
8.	Veteran's Day	(Nov. 11)
9.	Thanksgiving Day	(4 <sup>th</sup> Thurs. in Nov.)
10.	Day After Thanksgiving	
11.	Christmas Eve	(Dec. 24)
12.	Christmas Day	(Dec. 25)

- B. If an employee's scheduled day off is either Friday or Monday during a standard District workweek in which a recognized holiday occurs, the following shall apply:

1. If the holiday occurs on a Friday, the employee's preceding work day may be recognized; if the holiday occurs on a Monday, the employee's following work day may be observed.

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

## **8. BEREAVEMENT LEAVE**

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

## **9. SICK LEAVE**

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

- A. Full-time employees shall accumulate and may use sick leave at the following rates:
  1. For calendar year 2019, shift personnel shall accumulate sick leave at the rate of 132 hours per calendar year (11 hours per month) until the end of their third year of employment. Thereafter, shift personnel shall accumulate sick leave at the rate of 264 hours per calendar year (22 hours per month).  
Starting January 1, 2020, shift personnel shall accumulate sick leave at the rate of 288 hours per calendar year (24 hours per month).
  2. For calendar year 2019, day personnel shall accumulate sick leave at the rate of 7.88 hours per month until the end of their third year of employment. Thereafter, day personnel shall accumulate sick leave at a rate of 189 hours per calendar year (15.75 hours per month).  
Starting January 1, 2020, day personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
- B. Sick leave shall be accrued and recorded at the end of each month.
- C. Sick leave shall be accumulated on an unlimited basis.

- D. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. Vacation accrual, 3. Catastrophic leave pursuant to District policy, 4. Unpaid leave status.
- E. No sick leave will be allowed unless the employee uses due diligence in reporting his/her/family member's illness/injury and contemplated absence per the established policy.
- F. Subject to the following conditions, the District shall compensate any requesting employee for accrued, unused sick leave:
  - 1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have "banked" the required number of hours in their "A" bank.

The "A" Bank must contain at least 1000 hours for all shift personnel, and at least 741 hours for all day personnel, with measurement made as of each June 30 and notification to the employee no later than July 15.
  - 2. The employee at his/her sole option, must notify the District no later than October 31 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a form provided by the District. Failure to submit a form by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
  - 3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.
  - 4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
  - 5. Relinquishment shall be at the employee's sole option.
  - 6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement;
  - 7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.

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

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

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

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

## **10. HEALTH BENEFITS**

### **A. Dental**

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

### **B. Vision Care Plan**

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

### **C. Medical**

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

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

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

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:
  - 1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
  - 2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
  - 3. Dependent care reimbursement;
  - 4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and
  - 5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.
- G. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.
- H. Transition Coverage
  - 1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to

continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.

2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.
4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

I. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:

*"...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board."*

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

retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

## **11. RETIREMENT BENEFITS**

### A. Employees shall make PERS member contributions as follows:

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

### B. Specified Benefits

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

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

## **12. EDUCATION INCENTIVES**

### **A. Accreditation Standards**

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a nationally recognized institution of education that falls into the following agency:

- 1. United States Department of Education**  
<http://ope.ed.gov/accreditation/>

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

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

- B. Safety managers (who do not include senior safety managers) who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.**
- C. Safety managers who possess a certificate in Fire Science or Fire Technology from a Community College shall receive an additional three percent (3%) of base pay.**
- D. Safety managers who possess one or more Associate Degrees shall receive an additional three and one-half percent (3.5%) of base pay for the degree(s). Multiple degrees will not result in more than 3.5%.**
- E. Safety managers who possess an Associate Degree in Fire Science or a Fire Science Certificate and any other Associate Degree shall receive an additional six and one-half percent (6.5%) of base pay.**
- F. All above referenced education incentives listed in paragraphs B through E combined shall not exceed five percent (5%) for the first three (3) years of employment for new employees hired after March 24, 2011. After three (3) years of employment, the employee may be brought up to seven percent (7%) of base pay.**
- G. Safety managers who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional seven and one-**

half percent (7.5%) of base pay. All above certificates and degrees, B through G shall not exceed seven and one-half percent (7.5%) of base pay.

- H. Safety managers who possess a Bachelor Degree in Fire Science shall receive an additional three percent (3%) of base pay.
- I. The maximum amount an employee may receive in educational incentives shall not exceed five percent (5%) for the first three (3) years of employment for new employees hired after March 24, 2011. After three (3) years of employment, the employee may receive ten and one-half percent (10.5%) of base pay. Senior Management employees shall no longer receive any education incentive.
- J. In addition to the above educational incentives, safety managers shall be eligible for Continuing Education (CE) incentive at five percent (5%) of base salary. CE criteria shall be at the sole discretion of the Fire Chief.
- K. Senior safety management employees shall not receive any Continuing Education (CE) incentive, or other education incentives or allowances described by this section.

### **13. AT-WILL EMPLOYMENT**

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

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

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

### **14. DAY SHIFT CONVERSION**

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

### **15. LONGEVITY PAY**

Safety management employees shall be entitled to longevity pay at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of

continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is 9% of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is 12% of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

Senior safety management employees are excluded from this provision and are not entitled to longevity pay.

**PASSED AND APPROVED** this 10<sup>th</sup> day of December 2020, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested By:

\_\_\_\_\_  
Clerk of the Board



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:** December 10, 2020

**SUBJECT:** Adoption of a revised Resolution affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees

## TOPIC

Authorize revisions to Resolution No. 2019-073, Section 3 - *Administrative Leave* and Section 13 (H) - *Educational Incentives*, affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees adopted by the Board of Directors on September 12, 2019.

## DISCUSSION

Senior Management, Management, and Exempt Unrepresented Confidential employees currently receive forty (40) hours of Administrative Leave each January 1<sup>st</sup>. The administrative leave will now be placed into a separate Administrative Leave Bank instead of an employee's Paid Time Off (PTO) Bank. The Administrative Leave Bank will be subject to a 40-hour maximum accrual per calendar year. Any hours remaining in the Administrative Leave Bank as of December 31<sup>st</sup> will roll over to the next year and will reduce the January 1<sup>st</sup> earning such that the 40-hour maximum accrual will not be exceeded. Administrative leave is a separate benefit in recognition of being exempt from overtime pay under the provisions of Federal and State Law. Therefore administrative leave accruals should be in a separate bank and should not affect the maximum 20 months accrual of PTO.

Per Resolution No. 2012-52, Section 13 (F) (I), Senior Non-Safety Management employees are not entitled to any Education incentives or Continuing Education (CE) incentives. This provision was mistakenly left off in error during the revision of Resolution No. 2019-073 and is now included in the proposed revision

## RECOMMENDATION

Staff recommends that the Board adopt the attached resolution with the proposed revisions affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees.

**Submitted by:**

\_\_\_\_\_  
Melisa Maddux  
Human Resources Manager

**Approved by:**

\_\_\_\_\_  
Todd Harms  
Fire Chief



TODD HARMS  
*Fire Chief*

# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2020-\_\_

### A RESOLUTION AFFECTING NON-SAFETY SENIOR MANAGEMENT, MANAGEMENT, and UNREPRESENTED CONFIDENTIAL EMPLOYEES

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

On December 10, 2020

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

**WHEREAS**, this resolution supersedes Resolution No. 2019-073, A Resolution Affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees, adopted by the Board of Directors of the Sacramento Metropolitan Fire District on September 12, 2019, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees; and

**WHEREAS**, the Board wishes to clarify and modify the wages and benefits available to Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees;

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

#### 1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. Non-Safety Senior Management employees include any person employed in, or assigned to, the following classifications:

Chief Financial Officer  
Chief Development Officer

- B. Non-Safety Management employees include any person employed in, or assigned to, the following classifications:

Director of Information Technology  
Economic Development Manager  
Facility Manager  
Controller

Fleet Manager  
Human Resources Manager  
Logistics Manager  
Communications Manager  
CQI Manager  
Grant / Economic Development Coordinator  
Assistant Logistics Manager  
Assistant Fleet Manager

- C. Non-Safety Unrepresented Confidential employees who are FLSA exempt include any person employed in, or assigned to, the following classifications:

Network Systems Engineer  
Computer Systems Supervisor  
Purchasing Agent  
Accounting Supervisor  
Human Resources Analyst  
Facilities Supervisor  
Administrative Analyst  
Business Application Analyst  
Payroll Analyst  
Financial Analyst  
Board Clerk  
Office Manager / Workers' Compensation Specialist  
Staffing Specialist  
Senior Staff Administrative Coordinator / Fire Chief's Secretary  
Procurement Specialist  
Accounting Specialist  
Human Resources Specialist  
Payroll Specialist  
Administrative Specialist

- D. Non-Safety Unrepresented Confidential employees who are FLSA non-exempt include any person employed in or assigned to the following classifications:

Network Systems Administrator  
Database Technician  
Communications Technician III  
Communications Technician II  
Computer Systems Technician  
Warehouse Supervisor  
Health & Fitness Program Manager  
Help Desk Technician

## 2. FLSA STATUS & BUSINESS HOURS

- A. All Non-Safety Senior Management, Non-Safety Management, Non-Safety Unrepresented Confidential Employees, and the Board Clerk/Chief's Secretary are exempt from Fair Labor Standards Act (FLSA) over time requirements and are therefore paid a salary, with the exception

of those classifications listed above in Section 1 (D), which are non-exempt and subject to compensation for overtime.

- B. For non-exempt employees, all hours worked in excess of the employee's regularly scheduled hours shall be compensated at the rate of one and one-half times the employee's base hourly compensation rate, including incentives. CTO hours will be compensated at the employee's base hourly compensation rate, including incentives.

Effective each employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining District overtime.

- C. Employees are responsible for keeping their supervisors apprised of their work schedules and location. Employee's work schedule must satisfy work place requirements as determined by their supervisor.

### **3. ADMINISTRATIVE LEAVE**

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

### **4. COMPENSATION**

For the three (3) year term covering January 1, 2019 through December 31, 2021, employees covered by this Resolution are subject to the following wage increases.

Effective September 1, 2019, employees received a 4.3% base wage increase. The monthly wage scale below includes this base wage increase.

Effective January 1, 2021, employees will receive a base wage increase between 1.0% and 3.0% if the percentage change in net taxable value of property in the District based on the Sacramento County Assessor FY 2020/21 Combined Tax Rolls compared to the FY 2019/20 Combined Tax Rolls exceeds 3%. The amount of the January 1, 2021 base wage increase will be governed by the following chart:

FY 2020/21 Net Taxable Value Increase	2021 Base Wage Increase
3.0% or less	0%
3.1% to 4.0%	1.0%
4.1% to 5.0%	2.0%
5.1% or more	3.0%

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

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

**Salary Table Reflecting Monthly Pay Scale:  
Effective September 1, 2019**

	Step 1	Step 2	Step 3	Step 4	Step 5
Chief Financial Officer				15,801.35	16,588.62
Chief Development Officer				15,801.35	16,588.62
Director of Information Technology	10,618.34	11,146.31	11,701.00	12,283.61	12,895.31
Economic Development Manager	8,844.94	9,284.51	9,746.18	10,231.11	10,739.30
Facility Manager	8,844.94	9,284.51	9,746.18	10,231.11	10,739.30
Controller	8,844.94	9,284.51	9,746.18	10,231.11	10,739.30
Fleet Manager	8,844.94	9,284.51	9,746.18	10,231.11	10,739.30
Human Resources Manager	8,844.94	9,284.51	9,746.18	10,231.11	10,739.30
Logistics Manager	8,844.94	9,284.51	9,746.18	10,231.11	10,739.30
Communications Manager	8,844.94	9,284.51	9,746.18	10,231.11	10,739.30
CQI Manager	8,765.86	9,200.78	9,657.81	10,138.10	10,641.60
Grant / Economic Development Coordinator	8,655.40	9,085.67	9,536.86	10,011.32	10,509.05
Assistant Logistics Manager	7,861.14	8,251.87	8,661.22	9,091.49	9,542.67
Assistant Fleet Manager	7,861.14	8,251.87	8,661.22	9,091.49	9,542.67
Network Systems Engineer	8,494.92	8,917.06	9,360.10	9,825.27	10,313.67
Computer Systems Supervisor	7,983.25	8,379.79	8,796.10	9,233.35	9,691.52

Purchasing Agent	7,441.35	7,809.96	8,197.22	8,604.23	9,031.00
Accounting Supervisor	7,245.97	7,605.32	7,982.09	8,378.63	8,794.95
Human Resources Analyst	7,107.59	7,459.94	7,829.75	8,218.13	8,626.34
Facilities Supervisor	7,009.91	7,357.60	7,722.76	8,106.51	8,508.86
Administrative Analyst	6,969.21	7,314.59	7,677.39	8,058.83	8,458.87
Business Application Analyst	6,969.21	7,314.59	7,677.39	8,058.83	8,458.87
Payroll Analyst	6,969.21	7,314.59	7,677.39	8,058.83	8,458.87
Financial Analyst	6,969.21	7,314.59	7,677.39	8,058.83	8,458.87
Board Clerk	6,376.13	6,692.43	7,023.84	7,371.57	7,736.72
Office Manager / Workers' Compensation Specialist	6,376.13	6,692.43	7,023.84	7,371.57	7,736.72
Staffing Specialist	6,376.13	6,692.43	7,023.84	7,371.57	7,736.72
Senior Staff Administrative Coordinator / Fire Chief's Secretary	5,885.38	6,177.26	6,483.11	6,804.07	7,141.31
Procurement Specialist	4,705.06	4,937.64	5,181.84	5,437.68	5,706.31
Accounting Specialist	4,705.06	4,937.64	5,181.84	5,437.68	5,706.31
Human Resources Specialist	4,705.06	4,937.64	5,181.84	5,437.68	5,706.31
Payroll Specialist	4,705.06	4,937.64	5,181.84	5,437.68	5,706.31
Administrative Specialist	4,705.06	4,937.64	5,181.84	5,437.68	5,706.31
Network Systems Administrator	7,680.89	8,062.33	8,462.35	8,882.16	9,322.88
Database Technician	7,245.97	7,605.32	7,983.25	8,379.79	8,796.10
Communications Technician III	6,477.30	6,798.25	7,135.50	7,489.02	7,861.14
Communications Technician II	6,316.81	6,629.63	6,958.73	7,304.11	7,666.95
Computer Systems Technician	5,305.09	5,567.92	5,842.35	6,131.93	6,435.44
Warehouse Supervisor	5,243.47	5,502.78	5,774.91	6,060.98	6,361.01
Health & Fitness Program Manager	4,966.70	5,212.07	5,470.23	5,741.18	6,024.93
Help Desk Technician	4,170.12	4,375.97	4,591.11	4,817.87	5,056.26

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

## 5. UNIFORM ALLOWANCE

Uniform allowance is included in base pay.

## 6. PAID TIME OFF (PTO)

- A. Employees shall accrue Paid Time Off (PTO) as shown in the schedule below. The hours shown reflect full-time employment. PTO shall be credited monthly on the last day of the month. Employees hired on a day other than the first of the month shall have their accrual of PTO for that month adjusted on a pro-rata basis. Accrual steps are as follows:

Months of Continuous Service with the District	Accrual Rate	Maximum Accrual Balance
1 to 60	228 hours/year (19 hours/month)	380 hours
61 to 120	276 hours/year (23 hours/month)	460 hours
121 to 180	288 hours/year (24 hours/month)	480 hours
181 to 240	336 hours/year (28 hours/month)	560 hours
241 or more	360 hours/year (30 hours/month)	600 hours

- B. Employees' use of PTO normally must be approved in advance by their supervisor. Partial day use of PTO is allowed with approval of supervisor.
- C. At the time of termination or retirement, any unused PTO in the employee's account shall be paid off at the employee's hourly rate of pay.
- D. Maximum Accrual. The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not earn additional PTO leave time until the employee's balance is below the twenty (20) month maximum. In no event shall the District be required to pay an employee more than the maximum accrual.

### E. PTO Sell-back:

At the option of the employee, and with the approval of the Fire Chief, employees may sell back up to a maximum of one hundred and twenty (120) hours of PTO leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

## 7. HOLIDAYS

The District shall observe official holidays in accordance with the following designated holiday schedule. The District's offices may be closed on observed days for designated holidays and employees who would otherwise have worked on such days shall utilize PTO, unless otherwise mutually agreed to by the Fire Chief or his designee and the employee. The designated holidays shall be as follows:

1.	New Year's Day	(Jan. 1)
2.	Martin Luther King, Jr. Day	(3 <sup>rd</sup> Mon. in Jan.)
3.	Lincoln's Birthday	(2 <sup>nd</sup> Mon. in Feb.)
4.	Washington's Birthday	(3 <sup>rd</sup> Mon. in Feb.)
5.	Memorial Day	(last Mon. in May)
6.	Independence Day	(July 4)
7.	Labor Day	(1 <sup>st</sup> Mon. in Sept.)
8.	Veteran's Day	(Nov. 11)
9.	Thanksgiving Day	(4 <sup>th</sup> Thurs. in Nov.)
10.	Day After Thanksgiving	
11.	Christmas Eve	(Dec. 24)
12.	Christmas Day	(Dec. 25)

- A. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

## 8. BEREAVEMENT LEAVE

Employees shall be allowed up to five (5) consecutive work days off with pay, in the event of death in the immediate family. For the purposes of this section, immediate family includes the employee's spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives. This leave shall not be deducted from sick leave or PTO leave. However, accrued leave and/or a leave of absence may also be available if additional time away is required and can be accommodated by the District.

## 9. SICK LEAVE

- A. Employee's accumulation and disposition of sick leave shall be as follows:
1. For calendar year 2019, personnel shall accumulate sick leave at the rate of 7.88 hours per month until the third year of employment. Thereafter, personnel shall accumulate sick leave at a rate of 15.75 hours per month (189 hours per calendar year).

Starting January 1, 2020, personnel shall accumulate sick leave at

the rate of 206.64 hours per calendar year (17.22 hours per month).

2. Sick leave shall be accrued and recorded at the end of each month, and such leave shall be accumulated on an unlimited basis.
- B. Sick leave may be used for any of the reasons outlined in the District's Sick Leave Policy (Policy Number 02.2015.01).
- C. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. PTO accrual, 3. CTO accrual, 4. Catastrophic leave pursuant to District policy, 5. Unpaid leave status.
- D. Employees shall use due diligence in reporting the foreseeable and unforeseeable need to use sick leave, as outlined in the District's Policies Manual. When the use of such leave is unforeseeable, the employee shall report the need for leave by 0815 hours.
- E. Employees may be compensated by the District for accrued, unused sick leave subject to the following conditions:
  1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have "banked" the required number of hours in their "A" bank.

The "A" Bank must contain at least 567 hours, with measurement made as of each June 30 and notification to the employee no later than July 15.
  2. The employee at his/her sole option, must notify the District no later than October 31 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a form provided by the District. Failure to submit a form by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year
  3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.
  4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
  5. Relinquishment shall be at the employee's sole option.

6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement;
  7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.
- F. At the employee's option, upon service retirement or disability retirement, the District will pay off up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.

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

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

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

## **10. HEALTH BENEFITS**

### **A. Dental**

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

### **B. Vision Care Plan**

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

C. Medical

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

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

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

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:
  - 1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
  - 2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
  - 3. Dependent care reimbursement;
  - 4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and
  - 5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.
- G. The District shall continue to provide each miscellaneous employee participating in the PERS retirement plan for a paid long-term disability benefit plan at least equal to the current plan. Specific provisions and

conditions of such benefits are contained in and available to applicable employees, in the plan document.

- H. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.

- I. Transition Coverage

1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.
4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

- J. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:

*"...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board."*

2. Except for employees retiring for service connected disability, all new employees hired after March 25, 2011 and retiring from the District will obtain five percent (5%) credit per year towards retiree

medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District.

- K. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined in paragraph 10(C) above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

## **11. RETIREMENT BENEFITS**

- A. Employees shall make PERS member contributions as follows:

1. For employees who do not meet the definition of a "new member" under PEPRA ("classic miscellaneous members"), the full member's PERS contribution shall be eight percent (8%) of the employee's compensation reported to PERS.
2. For employees who meet the definition of a "new member" under PEPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.

- B. Specified Benefits

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

1. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.
2. One-half Continuance Benefit;
3. All remaining accumulated sick leave in the employee's account may, upon retirement, be applied for retirement credit under the provisions of Section 20965 of the California Government Code;
4. Benefit Levels:
  - 1) Classic Miscellaneous members' shall be three percent (3%) at age sixty (60).
  - 2) Employees who qualify as "new members" under PEPRA, shall be two percent (2%) at age 62.

5. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis.

## **12. SALARY CONTINUATION**

An employee who is classified as a Miscellaneous (non-public safety) Employee and who is injured or disabled in the performance of his or her duties shall be entitled to injury leave with full pay and benefits for up to three (3) months from the date that injury leave commences should disability continue for that period. If an employee's disability is not permanent and stationary at the end of the three (3) months, the employee may use accrued leave or accrued Short Term Disability benefits on a coordinated basis with any workers' compensation up to full pay. When this option is used, any benefits from workers' compensation shall be assigned to the District with the leave used charged on a pro-rata share. Employment benefits will be maintained for such employees while receiving workers' compensation benefits whether or not such benefits are supplemented by other District leave benefits.

## **13. EDUCATION INCENTIVES**

### **A. Accreditation Standards**

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a nationally recognized institution of education that falls into the following agency:

1. United States Department of Education

<http://ope.ed.gov/accreditation/>

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

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

- B. Employees who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.

**Fire Chief shall have sole discretion in determining education certificate programs that qualify. An appendix shall be added to this resolution to identify and track Fire Chief approved education courses/programs and the appropriate incentives.**

- C. Employees who possess one or more Associate Degrees shall receive an additional three and one-half percent (3.5%) of base pay for the degree(s). Multiple degrees will not result in more than 3.5%.
- D. Employees who possess an Associate Degree in Fire Science or a Certificate commensurate with the knowledge and abilities of the job position held and any other Associate Degree shall receive an additional six and one-half percent (6.5%) of base pay.
- E. The above referenced Certification Programs and Degrees (Paragraphs 13(B) through 13(D)) combined shall not exceed seven percent (7%) of base pay.
- F. Employees who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional seven and one-half percent (7.5%) of base pay.
- G. The maximum amount an employee may receive in educational incentives and allowances (Certification Programs and Degrees listed in Paragraphs 13(B) through 13(F)) is five percent (5%) for the first three (3) years of employment. After three (3) years, the maximum amount an employee may receive in educational incentives and allowance is seven and one-half percent (7.5%) of base pay (the maximum benefit allowed by Paragraph 13(F)).
- H. Senior Non-Safety Management employees are excluded from this provision and are not entitled to any Education incentives or Continuing Education (CE) incentives.
- I. Unrepresented Management and Confidential employees covered by this Resolution (employees described by Paragraphs 1(B) through (C)) shall be eligible for Continuing Education (CE) incentive at five percent (5.0%) of base salary. CE's shall be granted per District Policy #141.01, Continuing Education Program – Unrepresented.

#### **14. STANDBY PAY**

- A. Tech Services assigned to be on stand-by shall be paid two hundred dollars (\$200.00) per week.

#### **15. AT-WILL EMPLOYMENT – SENIOR MANAGEMENT AND MANAGEMENT EMPLOYEES**

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

At-will employees in management or senior management positions who are terminated without cause shall receive either a six (6) month severance at the time of termination, or reassignment to their previous position through exercise of Bump Back rights so long as the reassignment does not violate the terms of any existing Collective Bargaining Agreement, Memorandum of Understanding, or other agreement applicable to that position. The decision shall be at the sole discretion of the Fire Chief, and in no case shall these options be available in the event the Fire Chief, in his sole discretion, determines good cause exists for the termination.

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

#### **15A. NON-AT-WILL EMPLOYMENT – CONFIDENTIAL EMPLOYEES**

Confidential employees do not serve at will, and may be disciplined or discharged only for cause. The causes for discipline and procedure for imposing or appealing from such discipline shall be as set forth in the most current Memorandum of Understanding between the District and the Administrative Support Personnel, Local 522.

#### **16. LONGEVITY PAY**

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

Senior Non-Safety Management employees are excluded from this provision and are not entitled to longevity pay.

**PASSED AND APPROVED** this 10<sup>th</sup> day of December 2020, by the following vote  
to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested By:

\_\_\_\_\_  
Clerk of the Board



# 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:** December 10, 2020  
**TO:** Board of Directors  
**SUBJECT:** Pay Schedule as of January 1, 2021

## TOPIC

Review and approve the District's Pay Schedule effective as of January 1, 2021, which includes a 3.0% pay increase under the terms of the District's labor agreements.

## DISCUSSION

California Code of Regulations (CCR) 570.5 sets forth the requirements for publicly available pay schedules for CalPERS participating employers, which include that the schedule has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws.

Under the terms of the District's labor agreements and unrepresented resolutions, the base wage increase effective January 1, 2021 is based on the percentage change in net taxable value of property in the District based on the Sacramento County Assessor FY 2020/21 Combined Tax Rolls, according to the following chart:

FY 2020/21 Net Taxable Value Increase	2021 Base Wage Increase
3.0% or less	0%
3.1% to 4.0%	1.0%
4.1% to 5.0%	2.0%
5.1% or more	3.0%

As shown in the table below, the percentage change in net taxable value for FY 2020/21 compared to FY 2019/20 was 5.1%, which results in a 3.0% base wage increase.

	FY 2019/20	FY 2020/21	% Increase
Secured Value	\$67,583,686,508	\$71,031,181,975	5.1%
Unsecured Value	2,212,747,195	2,327,917,504	5.2%
Total Value	\$69,796,433,703	\$73,359,099,479	5.1%

Source: Sacramento County Assessor Secured and Unsecured District Valuation Reports  
2020-06-26 Roll Close

The attached pay schedule reflects a 3.0% pay increase effective January 1, 2021 for all classifications covered by a labor agreement or resolution and also reflects staff's recommendation to apply the same 3.0% pay increase to the following classifications not covered by a labor agreement or resolution: Recruit Firefighter, Helicopter Pilot, and Helicopter Mechanic.

### RECOMMENDATION

Staff recommends that the Board of Directors approve the attached District Pay Schedule.

Submitted By:



\_\_\_\_\_  
Greg Casentini  
Deputy Chief of Administration

Approved By:



\_\_\_\_\_  
Todd Harms  
Fire Chief

Attachment: Pay Schedule effective as of January 1, 2021

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

Pay Schedule for Fiscal Year 2020-21

Effective as of 01/01/2021

Monthly Base Pay				
Step 1	Step 2	Step 3	Step 4	Step 5

<b>Fire Chief</b>	<b>\$ 23,539.92</b>
<b>Senior Management Staff - Unrepresented Confidential</b>	
Chief Deputy	\$ 22,512.23
Deputy Chief	21,440.21
Assistant Chief	18,763.17
Fire Marshal	18,763.17
Chief Financial Officer	16,275.39
Chief Development Officer	16,275.39
	17,086.28

<b>Management Staff - Unrepresented Confidential</b>					
Director of Information Technology	\$ 10,936.89	\$ 11,480.70	\$ 12,052.03	\$ 12,652.12	\$ 13,282.17
Economic Development Manager	9,110.29	9,563.05	10,038.57	10,538.04	11,061.48
Facility Manager	9,110.29	9,563.05	10,038.57	10,538.04	11,061.48
Controller	9,110.29	9,563.05	10,038.57	10,538.04	11,061.48
Fleet Manager	9,110.29	9,563.05	10,038.57	10,538.04	11,061.48
Human Resource Manager	9,110.29	9,563.05	10,038.57	10,538.04	11,061.48
Logistics Manager	9,110.29	9,563.05	10,038.57	10,538.04	11,061.48
Communications Manager	9,110.29	9,563.05	10,038.57	10,538.04	11,061.48
CQI Manager	9,028.84	9,476.80	9,947.54	10,442.24	10,960.85
Chief Pilot	8,934.23	9,377.40	9,842.13	10,329.63	10,842.28
Grant / Economic Dev Coor	8,915.06	9,358.24	9,822.97	10,311.66	10,824.32
Assistant Logistics Manager	8,096.97	8,499.43	8,921.06	9,364.23	9,828.95
Assistant Fleet Manager	8,096.97	8,499.43	8,921.06	9,364.23	9,828.95

<b>Unrepresented Confidential - Exempt</b>					
Network Systems Engineer	\$ 8,749.77	\$ 9,184.57	\$ 9,640.90	\$ 10,120.03	\$ 10,623.08
Computer Systems Supervisor	8,222.75	8,631.18	9,059.98	9,510.35	9,982.27
Purchasing Agent	7,664.59	8,044.26	8,443.14	8,862.36	9,301.93
Accounting Supervisor	7,463.35	7,833.48	8,221.55	8,629.99	9,058.80
Human Resources Analyst	7,320.82	7,683.74	8,064.64	8,464.67	8,885.13
Facilities Supervisor	7,220.21	7,578.33	7,954.44	8,349.71	8,764.13
Administrative Analyst	7,178.29	7,534.03	7,907.71	8,300.59	8,712.64
Business Application Analyst	7,178.29	7,534.03	7,907.71	8,300.59	8,712.64
Payroll Analyst	7,178.29	7,534.03	7,907.71	8,300.59	8,712.64
Financial Analyst	7,178.29	7,534.03	7,907.71	8,300.59	8,712.64
Board Clerk	6,567.41	6,893.20	7,234.56	7,592.72	7,968.82
Office Manager / Workers' Comp Spec	6,567.41	6,893.20	7,234.56	7,592.72	7,968.82
Staffing Specialist	6,567.41	6,893.20	7,234.56	7,592.72	7,968.82
Sr. Staff Adm Coor/Fire Chief's Secty	6,061.94	6,362.58	6,677.60	7,008.19	7,355.55
Procurement Specialist	4,846.21	5,085.77	5,337.30	5,600.81	5,877.50
Accounting Specialist	4,846.21	5,085.77	5,337.30	5,600.81	5,877.50
Human Resources Specialist	4,846.21	5,085.77	5,337.30	5,600.81	5,877.50
Payroll Specialist	4,846.21	5,085.77	5,337.30	5,600.81	5,877.50
Administrative Specialist	4,846.21	5,085.77	5,337.30	5,600.81	5,877.50

<b>Unrepresented Confidential - Non-Exempt</b>					
Network Systems Administrator	\$ 7,911.32	\$ 8,304.20	\$ 8,716.22	\$ 9,148.62	\$ 9,602.57
Database Technician	7,463.35	7,833.48	8,222.75	8,631.18	9,059.98
Communications Technician III	6,671.62	7,002.20	7,349.57	7,713.69	8,096.97
Communications Technician II	6,506.31	6,828.52	7,167.49	7,523.23	7,896.96
Computer Systems Technician	5,464.24	5,734.96	6,017.62	6,315.89	6,628.50
Warehouse Supervisor	5,400.77	5,667.86	5,948.16	6,242.81	6,551.84
Health & Fitness Program Manager	5,115.70	5,368.43	5,634.34	5,913.42	6,205.68
Help Desk Technician	4,295.22	4,507.25	4,728.84	4,962.41	5,207.95

<b>Administrative Support Personnel</b>					
Facilities Technician	\$ 6,568.61	\$ 6,894.42	\$ 7,235.77	\$ 7,595.10	\$ 7,972.41
Facilities Assistant	5,030.65	5,278.60	5,539.72	5,814.01	6,101.47
Safety Specialist	4,846.21	5,085.77	5,337.30	5,600.81	5,877.50
Plan Intake Specialist	4,846.21	5,085.77	5,337.30	5,600.81	5,877.50
Video Technician	4,767.16	5,003.11	5,249.87	5,509.78	5,781.67
Logistic Technician	4,510.82	4,733.61	4,967.18	5,212.72	5,470.23
Accounting Technician	4,303.63	4,515.61	4,738.40	4,971.96	5,217.52
EMS Systems Technician	4,303.63	4,515.61	4,738.40	4,971.96	5,217.52
Office Technician	3,777.78	3,963.45	4,158.68	4,363.51	4,579.12

Hourly Rate		
Step 1	Step 2	Step 3
\$ 20.76	\$ 21.78	\$ 22.88
\$ 18.41	\$ 19.31	\$ 20.29

**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
 Pay Schedule for Fiscal Year 2020-21  
 Effective as of 01/01/2021

	Monthly Base Pay						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Local 522</b>							
Recruit Firefighter							\$ 5,178.01
Firefighter	\$ 5,967.33	\$ 6,262.00	\$ 6,571.00	\$ 6,895.60	\$ 7,236.97	\$ 7,595.10	\$ 7,971.21
Fire Engineer	7,264.53	7,623.86	8,001.15	8,397.62	8,813.26		
Fire Captain	8,130.52	8,532.96	8,955.77	9,398.95	9,864.90		
Battalion Chief	9,879.28	10,369.15	10,883.00	11,423.20	11,989.76		
Fire Inspector I	5,389.99	5,654.71	5,933.80	6,226.05	6,532.68		
Fire Inspector II	7,268.11	7,627.46	8,004.75	8,401.21	8,816.84		
Fire Supervising Inspector	8,134.11	8,536.55	8,959.37	9,402.55	9,868.49		
Deputy Fire Marshal	9,676.84	10,155.95	10,659.03	11,187.24	11,741.81		
Fire Investigator I	5,386.40	5,651.12	5,930.19	6,222.44	6,529.09		
Fire Investigator II	7,264.53	7,623.86	8,001.15	8,397.62	8,813.26		
Fire Supervising Investigator	8,130.52	8,532.96	8,955.77	9,398.95	9,864.90		
Public Education Technician	4,788.73	5,023.47	5,270.22	5,530.13	5,802.03		
Community Relations Specialist	5,257.04	5,515.76	5,787.65	6,072.72	6,372.18		
Community Relations Coordinator	5,744.54	6,027.21	6,324.27	6,636.88	6,965.07		
Geographic Information Specialist I & II	5,331.31	5,593.61	5,869.10	6,157.76	6,462.00		
Shop Assistant	3,701.13	3,881.99	4,072.46	4,272.46	4,482.09		
Parts Buyer	5,344.47	5,607.99	5,884.68	6,174.55	6,478.78		
Fire Mechanic	6,632.08	6,959.08	7,302.83	7,663.39	8,041.88		
Master Fire Mechanic	7,377.12	7,741.23	8,124.53	8,526.96	8,948.59		

**Hourly Positions**

	Hourly Rate
Hourly Employees	\$ 14.00
PT Helicopter Pilot	61.80
PT Helicopter Mechanic	46.35

Revised as of 01/01/2021 and adopted by the Board as of 12/10/2020



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:** December 10, 2020  
**TO:** Board of Directors  
**SUBJECT:** Maintenance Contract for Lifepak 15 Monitor/Defibrillator Inventory

## TOPIC

Staff seeks the Board of Directors approval of a one-year contract for the maintenance of 89 Lifepak 15 monitor/defibrillators to be provided by Stryker.

## SUMMARY

In January 2013, Metro Fire (District) purchased a total of ninety (90) Lifepak 15 monitor/defibrillators using both grant and District funds. The purchase also included a seven-year contract for required annual maintenance and on-site repair, which expires in January 2020. The original contract was with the manufacturer, Physio-Control, Inc., which was acquired in 2016 by Stryker.

## DISCUSSION

Preventative maintenance and on-site repair are crucial to the performance of the Lifepak 15 monitor/defibrillators. The Stryker ProCare Program includes all necessary inspections, safety checks and replacements to ensure each device is up to date and functioning optimally. The contract is being proposed for a one-year term due to the advanced age of the monitors and the possibility of a future inventory refresh.

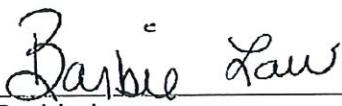
## FISCAL IMPACT

The total cost of \$136,170.00 for the Lifepak 15 maintenance contract was budgeted for and approved in the EMS Division FY 20-21 budget. Stryker provided a 15% discount on the service resulting in a savings of \$24,030.00.

## RECOMMENDATION

Staff recommends that the Board of Directors approve the one-year Stryker ProCare Program maintenance contract for the Lifepak 15 inventory.

Submitted by:

  
\_\_\_\_\_  
Barbie Law  
Assistant Chief, EMS

Approved by:

  
\_\_\_\_\_  
Todd Harms  
Fire Chief



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

**DATE:** December 10, 2020  
**TO:** Board of Directors  
**SUBJECT:** Temporary Construction Easement – Watt/Myrtle

## BACKGROUND

On November 14, 2019, the Sacramento Metropolitan Fire District (Metro Fire) Board of Directors adopted a resolution authorizing the execution of a temporary construction easement at Watt/Myrtle with Pacific Gas and Electric Company (PG&E) for the purpose of using a portion of Metro Fire's vacant lot at Watt Avenue and Myrtle Avenue as a laydown and staging area for a Gas Pipeline Hydrostatic Test (Project) on its natural gas transmission system near McClellan Airfield.

PG&E delayed the project and the Board subsequently approved the execution of a new temporary construction easement on August 27, 2020. The current easement will expire on December 31, 2020 and PG&E has requested a new temporary construction easement be granted as work continues on the Project.

## DISCUSSION

Entering into a Temporary Construction Easement (TCE) with PG&E would grant PG&E temporary use of Metro Fire's parcel with the following key terms.

### TCE Key Terms:

Term Commencement:	January 1, 2021
Term:	Three (3) months
Monthly Rent:	\$1,500
Use:	A fenced workspace for staging and laydown yard

## FISCAL IMPACT

Total compensation for the temporary use of Metro Fire's property is \$6,000.

## RECOMMENDATION

Staff recommends that the Board of Directors adopt and approve the Resolution to authorize the execution of a Temporary Construction Easement.

Submitted by:

A blue ink signature of the name "Erin Castleberry".

Erin Castleberry  
Administrative Specialist

A blue ink signature of the name "Jeff Frye".

Jeff Frye  
Chief Development Officer



# 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. 2020-\_\_\_\_\_

### AUTHORIZING THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT WITH THE PACIFIC GAS AND ELECTRIC COMPANY

**WHEREAS**, the Sacramento Metropolitan Fire District (Metro Fire) owns parcel 240-0660-010-0000, in North Highlands, California (Property); and

**WHEREAS**, the Pacific Gas and Electric Company (PG&E) desires the temporary use of the Property to conduct PG&E business; and

**WHEREAS**, Metro Fire is willing to grant the same to PG&E, upon the promises, terms, conditions, and covenants set forth in the attached Temporary Construction Easement;

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

1. Approve the attached Temporary Construction Easement
2. Authorizes the Fire Chief or his designee as its Authorized Agent(s) to execute all necessary documents to enter into this agreement.

**PASSED AND APPROVED** this 10<sup>th</sup> day of December, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

**Attested by:**

Clerk of the Board

## TEMPORARY CONSTRUCTION EASEMENT

SACRAMENTO METROPOLITAN FIRE DISTRICT

(“Property Owner”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“PG&E”), a temporary construction easement (“TCE”), to be used in connection with PG&E’s construction, laydown and installation, etc.) project (“PG&E’s Project”), within Property Owner’s lands which are situated in the City of North Highlands, County of Sacramento, State of California, identified as Enter Address, County Assessor’s Parcel Number 240-0660-010 (the “Property”).

The activities allowed under this TCE is/are described as follows:

- (a) *To gravel and use for laydown and staging purposes, including the right to park vehicles, store materials and equipment.*
- (b) *temporary storage of liquefied natural gas (LNG) and/or compressed natural gas (CNG) along with associated equipment and appurtenances, including hoses, trailers, vehicles and to convey such gas to PG&E’s pipeline facilities.*

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“Temporary Easement Area”).

1. **Term.** The term of this TCE shall be for a period of 3 months commencing on January 01, 2021 and shall terminate on March 31, 2021 (the “Term”). PG&E shall have the right, subject to the terms herein, to extend the Term on a month to month basis for up to two (2) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner One Thousand Five Hundred Dollars (\$1500.00) per month for a total amount of Four Thousand Five hundred Dollars (\$4500.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner One Thousand Five Hundred Dollars (\$1500.00) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner’s comparative negligence or willful misconduct.

5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
7. **Insurance.** *PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering PG&E use of the Temporary Easement Area under this TCE.*
8. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
9. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
10. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
11. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
12. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.
13. **Execution in Counterparts.** *This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.*

PROPERTY OWNER:

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

PG&E:

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

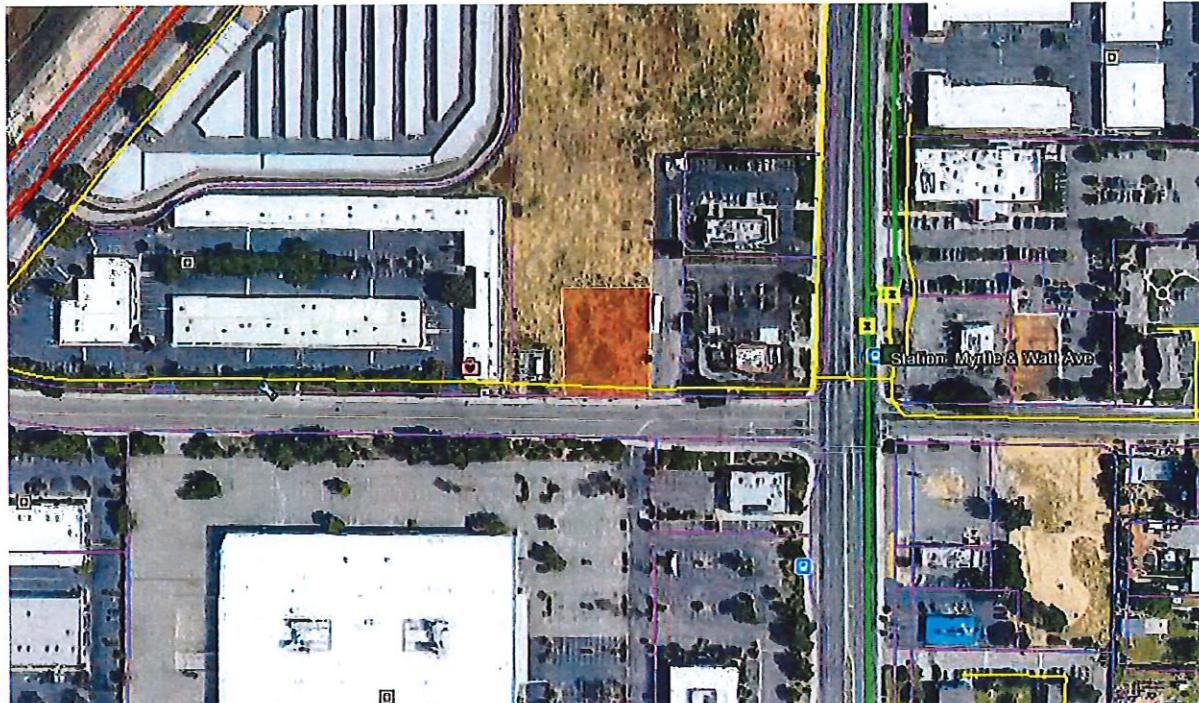
Date: \_\_\_\_\_

Temporary Construction Easement Exhibit

Sacramento Metropolitan Fire District

APN: 240-0660-010

Use: approximately 20,000 sq. ft. as a temporary staging and laydown area





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:** December 10, 2020  
**TO:** Board of Directors  
**SUBJECT:** 2021 Election of Officers

## TOPIC

Elect the President, Vice President, and Secretary to serve as the Executive Committee for calendar year 2021.

## DISCUSSION

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

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

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

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

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

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

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

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

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

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

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

#### **RECOMMENDATION**

Staff recommends the Board nominate Board Members to be elected as the President, Vice President, and Secretary to serve as the Executive Committee for calendar year 2021.

Submitted By:



---

Melissa Penilla, Board Clerk



# Sacramento Metropolitan Fire District

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

TODD HARMS  
*Fire Chief*

**DATE:** December 10, 2020

**TO:** Board of Directors

**SUBJECT:** Project Authorization – Future Fire Station 68

## BACKGROUND

In early 2019, the Sacramento Metropolitan Fire District (District) identified an appropriate permanent site for Fire Station 68 (Project) in Rancho Cordova and executed a land exchange agreement with the City of Rancho Cordova for the site. On April 25, 2019, the District's Board of Directors approved an award for the architecture and engineering of the Project, and the Project is now in the final permitting stages.

## DISCUSSION

Staff issued Request for Bids (RFB) 20-12 New Construction - Fire Station 68 on October 16, 2020 to solicit bids from qualified general contractors for the construction of Fire Station 68. A mandatory pre-bid conference and job walk was conducted on October 22, 2020 with 20 attendees. A public bid opening was conducted on November 19, 2020 and 8 bids were received. McCuen Construction was identified as the lowest responsive and responsible bidder. The full results of the bid opening are as follows:

McCuen Construction	\$6,460,650.00	Simile Construction	\$7,076,883.00
SW Allen Construction, Inc.	\$6,554,587.00	Otto Construction	\$7,365,000.00
PNP Construction, Inc.	\$6,758,850.00	Triamid Construction	\$7,344,557.86
Bobo Construction, Inc.	\$6,932,100.00	F&H Construction	\$7,407,750.00

Staff also intends to execute separate contracts in accordance with the District's Purchasing and Contracting Policy for 3<sup>rd</sup> party special testing and inspection services for the Project as well as for the installation of District-standardized special systems at the station including the fire alarm system, access control system, data cabling system, and station alerting system. The bid award for the station alerting system will require approval of a sole-source award.

Finally, in order to meet the City of Rancho Cordova's conditions of approval for the building permit, the District will be required to execute a Frontage Agreement (see attached sample) with the City for the construction of public improvements and provide a bond to the City for such improvements (see attached sample); submit a Declaration of Covenants for the onsite stormwater treatment device (see attached sample); execute a Right-of-Entry Agreement (see attached sample) with the adjacent landowner for access to the Project site; and pay all required final permitting fees.

## FISCAL IMPACT

The total anticipated budget for the Project is \$9 million, including all hard and soft costs as well as a contingency. These costs will be paid from the Development Impact Fees Fund (I Fund).

To date (beginning in FY18/19), nearly \$600,000 of the \$9 million budget has already been paid out of the Development Impact Fee Fund (I Fund) for costs previously approved by the Board, including land acquisition, design, pre-construction, and associated fees.

The remaining \$8.4 million will also be paid from the I Fund, with an estimated \$5.7 million to be paid in the current fiscal year, leaving a projected fund balance of \$1,248,290 at the end of the current fiscal year. The \$2.7 million balance will be paid in FY21/22, and additional estimated revenue from development impact fees collected in FY21/22 is anticipated to sufficiently cover this balance.

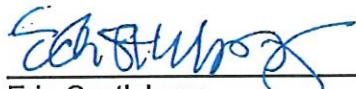
Any changes that may lead to an increase to the anticipated Project budget as described herein will be brought back to the Board for action.

#### RECOMMENDATION

Staff makes the following recommendation to the Board:

1. Authorized the Project to move forward in accordance with the anticipated \$9 million total budget;
2. Approve a bid award for RFB 20-12 New Construction – Fire Station 68 to McCuen Construction;
3. Approve the sole source award to WestNet for the installation of the station alerting system;
4. Authorize the Fire Chief or his designee to execute all necessary agreements, submit all required documents, and pay all required fees for the completion of the Project as described herein.

Submitted by:



Erin Castleberry  
Administrative Specialist



Jeff Frye  
Chief Development Officer



# Sacramento Metropolitan Fire District

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

TODD HARMS  
*Fire Chief*

RESOLUTION NO. 2020-\_\_

## AUTHORIZING THE FUTURE FIRE STATION 68 CONSTRUCTION PROJECT

**WHEREAS**, the progression of development and construction activity in the east Rancho Cordova area has triggered the need for the design and construction of Sacramento Metropolitan Fire District (District) Future Fire Station 68 (Project); and

**WHEREAS**, the Project is now in the final stages of permitting with an anticipated total Project budget of \$9 million; and

**WHEREAS**, the District conducted a competitive bidding process for the construction of the Project; and

**WHEREAS**, McCuen Construction was identified as the lowest responsive and responsible bidder; and

**WHEREAS**, in order for the Project to move into the construction phase, the District must execute the required agreements, submit required documentation, and pay associated permitting fees.

**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. Authorized the Project to move forward in accordance with the anticipated \$9 million total budget;
2. Approve a bid award for RFB 20-12 New Construction – Fire Station 68 to McCuen Construction;
3. Approve the sole source award to WestNet for the installation of the station alerting system;
4. Authorize the Fire Chief or his designee to execute all necessary agreements, submit all required documents, and pay all required fees for the completion of the Project as described herein.

**PASSED AND APPROVED** this 10<sup>th</sup> day of December, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

---

President, Board of Directors

**Attested by:**

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Clerk of the Board

## FRONTAGE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Rancho Cordova, a municipality of the State of California, hereinafter referred to as "City", and \_\_\_\_\_, hereinafter referred to as "PRINCIPAL".

### WITNESSETH:

WHEREAS, PRINCIPAL desires to build on and /or use the following described real property:

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[NAME AND ADDRESS OF PROJECT]

WHEREAS, the improvement plans for said real property include certain public frontage improvements which must be constructed in a timely manner and in accordance with the City's Improvement Standards;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The PRINCIPAL agrees to construct and install on the aforesaid real property, at the PRINCIPAL'S own cost and expense, frontage improvements as described in the improvement plans approved by the City titled [Name of Improvement Plan] [within \_\_\_\_\_ months of the date of this AGREEMENT] OR [prior to final building inspection of the first unit].
2. The PRINCIPAL agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by the City.
3. The PRINCIPAL shall notify the Director of Public Works of the commencement of work of the improvements.
4. The PRINCIPAL agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.
5. The PRINCIPAL shall indemnify and hold harmless the City from any and all loss, damage, or liability resulting from the PRINCIPAL'S performance or nonperformance of the PRINCIPAL'S duties under this Agreement, or from the negligence of the PRINCIPAL or the PRINCIPAL'S agents, servants and employees.
6. If the construction of the work of improvement should be delayed without fault of the PRINCIPAL, the time for the completion thereof may be extended by the City for such period of time as the City may deem reasonable.

7. The PRINCIPAL shall furnish to the City, improvement security consisting of security bonds issued by a corporate surety authorized to do business in the State of California, and in the form approved by the City in not less than one hundred percent (100%) of the total estimated cost of the improvement, securing the faithful performance by the PRINCIPAL of the work of the improvement required. In lieu of said corporate surety bonds, the PRINCIPAL may furnish another improvement security in a form satisfactory to the Director of Public Works, pledging that the funds necessary to meet the performance required herein are available and guaranteed for payment on demand. Said security shall provide that the funds designated therein shall become trust funds for the purpose set forth in said instrument. The failure of the PRINCIPAL to commence the required work of improvements, or to complete the same in accordance with the approved plans and the City Improvement Standards, or to complete the same within the time required after commencement thereof shall entitle the City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of \$ [REDACTED]. The security acceptable to the City in lieu of bonds shall be in the above amount.

8. The procurement and delivery of the said surety bond, or the security acceptable to the city shall be a condition precedent to the acceptance by the City of the aforesaid real property and to the promises of the City herein.

9. Where another security acceptable to the Director of Public Works is deposited in lieu of a surety bond, the PRINCIPAL may request the Director of Public Works to inspect the work as it progresses. If the work performance is found to be in accordance with the requirements of the city, it may be accepted as it progresses, and a partial refund of the cash deposit, if applicable, shall be made in a sum in same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of ninety percent (90%) of the total amount of the deposit shall be made until all the work has been completed and accepted. The determination of the Director of Public Works as to the amount of work done and the amount of refund to be paid shall be final and conclusive. Where a surety bond is executed pursuant to this Agreement, it may be released as the work progresses and is accepted in the same manner and under the same conditions as the cash deposit may be refunded. When the work of improvement is accepted, ten percent (10%) of the bond or cash deposit shall nevertheless be retained for a period of one (1) year by the City to guarantee the faithful performance of the provisions of Paragraph 4 of this Agreement.

10. INTEREST shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

11. ATTORNEYS' FEES. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 7 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section

66499.4.

12. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement, In this connection, the surety waives the provisions of Section 2819 to the Civil Code of the State of California.

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

City of Rancho Cordova, a municipality  
of the State of California

By \_\_\_\_\_  
Director of Public Works  
"City of Rancho Cordova"

By \_\_\_\_\_  
Title \_\_\_\_\_  
"PRINCIPAL"

**PERFORMANCE BOND  
FOR FRONTRAGE IMPROVEMENTS**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the City of Rancho Cordova, a municipality of the State of California, Hereinafter designated as OBLIGEE, has entered into an agreement with

Hereinafter designated as PRINCIPAL, to grant a permit for Construction of Frontage Improvements.

WHEREAS, said PRINCIPAL is required under the terms of said permit to furnish a bond for the faithful performance of construction of those improvements described as: ( address )

NOW, THEREFORE, WE, the PRINCIPAL and \_\_\_\_\_  
Hereinafter designated as SURETY, are held and firmly bound unto the OBLIGEE in the penal sum of \$ \_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden PRINCIPAL, the PRINCIPALS heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and faithfully perform the construction of the above described improvements and any alterations made as provided by permit, on the PRINCIPALS part, to be performed at the time and in the manner therein specified, and shall indemnify and save harmless, the OBLIGEE, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and the PRINCIPAL and SURETY, in the event suit is brought in this bond, will pay to the OBLIGEE such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said improvements, the above obligation in said amount shall hold good for a period of one (1) year after the completion and

acceptance of the said work, during which time if the above bounden PRINCIPAL, the PRINCIPAL'S heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said OBLIGEE from loss or damage made evident during said period of one (1) year from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the SURETY hereunder shall continue so long as any obligation of the principal remains. The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the permit or to the work to be performed pursuant thereto shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the permit. Said SURETY hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BY: \_\_\_\_\_  
Signature for PRINCIPAL

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
Signature for SURETY

Title \_\_\_\_\_

RECORDING REQUESTED BY and for the BENEFIT OF:

NAME: City of Rancho Cordova  
Department of Public Works

MAILING 2729 Prospect Park Drive  
ADDRESS Rancho Cordova, CA 95670  
CITY, STATE  
ZIP CODE

**NO FEE DOCUMENT**  
**Gov. Code § 6103**

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### **DECLARATION OF COVENANTS (Device Maintenance and Access)**

**THIS DECLARATION OF COVENANTS** ("Declaration") is executed as of \_\_\_\_\_, by \_\_\_\_\_, (hereinafter the "Declarant") with reference to the following facts:

- A. Declarant is the owner of that certain real property, located within the City of Rancho Cordova, California (hereinafter, "City"), commonly referred to as Assessor's Parcel Number ("APN") \_\_\_\_\_, and more particularly described in Exhibit "A" and the plat thereof on Exhibit "B," attached hereto and incorporated by reference herein (hereinafter, the "Subject Property").
- B. At the time of City's initial approval of the development project known as \_\_\_\_\_; wherein the Subject Property is located, City required installation of on- site control measures to minimize pollutants in urban runoff
- C. Declarant has chosen to install a \_\_\_\_\_, hereinafter referred to as the "Device," as the on-site control measure to minimize pollutants in urban runoff
- D. The Device has been installed in accordance with plans and specifications accepted by The City.
- E. The Device, being installed on private property and draining only private property, is a private facility, and all maintenance or replacement of the Device is the sole responsibility of the Declarant in accordance with the terms of this Declaration.
- F. The Declarant is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Device in accordance with the maintenance procedures prepared for the Device which maintenance procedures are attached hereto as Exhibit "C" and incorporated herein.
- G. Maintenance of the Device will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods,

in effect at the time such maintenance occurs.

**NOW THEREFORE**, in consideration of the foregoing benefits, as well as the benefits obtained by the Declarant and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Declarant hereby declares as follows:

1. **Covenant Running with Land.** The Declarant does hereby covenant that the burdens and benefits herein made and undertaken shall constitute covenants running with the Subject Property and constitute an encumbrance on said Subject Property which shall bind successors.
2. **Declarant Responsibility to Maintain:** Declarant, its successors or assigns, shall at all times maintain the Device in accordance with the requirements stated in Exhibit "C" and Declarant shall use its best efforts to maintain the Device in a manner assuring its peak performance at all times. All reasonable precautions shall be exercised by Declarant and Declarant's representatives in the removal and extraction of material(s) from the Device. Disposal of the material(s) shall be performed in a manner consistent with all relevant laws and regulations in effect at the time of removal. For a time period of the most recent three (3) years, Declarant shall maintain written documentation verifying all material(s) removed from the Device, including identifying the material(s) removed, quantity, and manner and place of disposal thereof. Such documentation is subject to review by the City from time to time upon request.
3. **Failure to Maintain:** In the event Declarant, or its successors or assigns, fails to maintain the Device as required by this Declaration, after thirty (30) days written notice thereof, the City may and is hereby authorized to cause, at the Declarant's expense, any and all maintenance to the Device necessary under the requirements specified in Exhibit "C." In addition to the actual costs of such maintenance, the Declarant shall reimburse the City for an additional fifteen percent (15%) thereof to cover costs of administration. All such actual and administrative costs shall accrue interest from the date incurred by the City at the maximum rate authorized by law until paid in full. The notice provided herein shall be effective on the date sent by U.S. Mail, first class postage prepaid to the record owner of the Subject Property as shown on the most recent tax roll.
4. **Security:** If the Declarant fails to maintain the Device as required to the standards specified in Exhibit "C", or fails to monitor the Device as required by Exhibit "C", then the City may require the Declarant, at the Declarant's sole cost, to post security in a form, for a time period, and in an amount satisfactory to the City, to guarantee the Declarant's performance of the obligations set forth herein. Should the Declarant fail to perform the obligations under this Declaration, then the City may realize against said security, and in the case of a cash bond, act for the Declarant using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of this Declaration. Said security shall be available to the City to satisfy the Declarant's reimbursement obligation under paragraphs 3, hereof.
5. **Access by City:** Declarant grants the City or the City's designee the unrestricted right of access to the Device, including its immediate vicinity, and including ingress and egress to and from said Device, at any time, upon twenty-four (24) hour advance notice in writing, of any duration for the purpose of inspection, sampling and testing of the Device. The City shall make reasonable efforts at all times to minimize or avoid interference with

Declarant's use of the Subject Property.

6. **Successors and Assigns Bound:** Declarant hereby agrees and acknowledges that maintenance and monitoring of the Device as herein above set forth and the costs of maintenance and monitoring, The City's access to the Device, and The City's rights of ingress and egress to the Device and recovery of costs if Declarant fails to maintain and monitoring the Device as herein set forth, are a burden and restriction on the use of the Subject Property. The provisions of this Declaration shall be enforceable as an equitable servitude and as conditions, restrictions and covenants running with the land, and shall be binding upon the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon any future owners of the Subject Property and each of them.
7. **Enforcement:** It is the express intent of the Declarant that the terms and provisions of this Declaration shall be enforceable as an equitable servitude by Declarant. To the extent necessary to do so, Declarant and its successors and assigns, hereby confer and assign rights to enforce the terms and conditions of this Declaration to the City.
8. **Recording of Agreement:** This Declaration shall be recorded in the Office of the Recorder of Sacramento County, California and shall constitute notice to all successors and assigns of the title to the Subject Property of the rights and obligations herein set forth.
9. **Amendment:** This Declaration may be amended by Declarant, but only if in writing, and only after written approval of the City of Rancho Cordova.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year written above.

DECLARANT:  
(TYPE DECLARANT NAME HERE)

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

PRINT NAME: \_\_\_\_\_

Its: \_\_\_\_\_

[attach]  
DECLARANT'S ACKNOWLEDGEMENT

Exhibit "A" Legal Description of Subject Property  
Exhibit "B" Plat of Subject Property  
Exhibit "C" Device Inspection and Maintenance Requirements

## **RIGHT OF ENTRY AGREEMENT**

It is recognized that certain work occurring on property adjacent to the proposed project known as \_\_\_\_\_ is necessary to allow completion of required improvements.

As property owners of the adjacent property, we hereby agree to allow the work generally described hereon and specifically shown on plans to be constructed on our property, to wit:

1. As the developer, we hereby agree to perform the work in the following manner:
  1. 48 hours prior notification.
  2. Replace all fences.
  3. Restore to an equal or better condition.
  4. Use of all areas in a reasonable and prudent manner.
  5. Minimize nuisance and inconvenience.
  - 6.
  - 7.

The address of the adjacent property is \_\_\_\_\_

---

Owner of Adjacent Property

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Date

---

Developer

---

Date



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

**DATE:** December 10, 2020  
**TO:** Board of Directors  
**SUBJECT:** Notice of Award – RFP 20-21 Community Risk Assessment and Community Risk Reduction Plan

## BACKGROUND

On September 24, 2020, the Sacramento Metropolitan Fire District (Metro Fire) Board of Directors approved the acceptance of a FY2019 AFG Fire Prevention and Safety (FP&S) Grant Award in the amount of \$261,518 for the purpose of conducting a comprehensive Community Risk Assessment (CRA). The goal of the proposed CRA is to enhance the safety of the community by identifying risks and hazards, prioritizing risks, and identifying mitigation measures for the purpose of developing a comprehensive Community Risk Reduction Plan. The proposed CRA will serve as the basis for a Community Risk Reduction Plan (CRRP) which will outline Metro Fire's short and long range risk reduction goals and activities.

## DISCUSSION

Staff issued Request for Proposal (RFP) 20-21 Community Risk Assessment and Community Risk Reduction Plan on October 9, 2020 to solicit a qualified consultant to work with Metro Fire's Community Risk Reduction Division (CRRD) on the planning and execution of the CRA and CRRP. A public proposal opening was conducted on November 9, 2020 and 5 proposals were received in response to the RFP. The Evaluation Committee reviewed and scored all proposals in accordance with the evaluation criteria outlined in the RFP. Final scoring results are as follows:

Facets Consulting (Score: 76.67)  
Emergency Services Consulting International (Score: 51.00)  
Center for Public Safety Management, LLC (Score: 42.33)  
Matrix Consulting Group (Score: 41.00)  
Beyond Lucid Technologies (Score: 22.00)

Staff desires to issue a contract award to the highest ranked proposer, Facets Consulting.

## FISCAL IMPACT

The proposed cost for the requested services is \$211,629. This cost will be funded 100% by the FY2019 FP&S grant award, which is already included in the current fiscal year's budget.

## RECOMMENDATION

Staff recommends that the Board approve the contract award to Facets Consulting and authorize the Fire Chief or his designee to execute a professional services agreement in accordance with the terms and conditions of RFP 20-21.

Submitted by:

  
Chrishana Fields  
Deputy Fire Marshal

  
Mark Jones  
Purchasing Manager