



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

## BOARD OF DIRECTORS - REGULAR MEETING

Thursday, September 26, 2019 – 6:00 PM

Sacramento Metropolitan Fire District  
10545 Armstrong Avenue  
Board Room – Second Floor  
Mather, California

Gay Jones  
Board President  
Division 8

Jennifer Sheetz  
Board Vice President  
Division 5

Matt Kelly  
Board Secretary  
Division 7

Cynthia Saylor  
Board Member  
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

Jim Barnes  
Board Member  
Division 9

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

### CALL TO ORDER

### PLEDGE TO FLAG

### METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, September 30<sup>th</sup> at 6:00 pm and Friday, October 4<sup>th</sup> at 2:00 pm on Channel 14; Webcast at [www.sacmetro cable.tv](http://www.sacmetro cable.tv).

The open session Meetings are also available for viewing on the District website at [www.metrofire.ca.gov](http://www.metrofire.ca.gov).

### 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.*

Serving Sacramento and Placer Counties



# Sacramento Metropolitan Fire District

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## REGULAR BOARD MEETING AGENDA

THURSDAY, SEPTEMBER 26, 2019

### CONSENT ITEMS

Page No.

1. **Action Summary Minutes**  
**Recommendation:** Approve the Action Summary Minutes for the Board meeting of September 12, 2019. 5
2. **Policy Revision - Nepotism**  
**Recommendation:** As recommended by the Policy Committee, approve the revision to the Nepotism policy. 11
3. **Hazardous Material Response Team Shared Cost/Risk Program**  
**Recommendation:** Approve the retroactive agreement for Hazardous Materials Emergency Response Services with the County of Sacramento. 15

### PRESENTATION ITEMS

1. **Sacramento Metropolitan Public Safety Foundation – Thermal Imaging Camera Campaign** (*Director Orzalli and Captain Malinowski*)  
**Recommendation:** Receive presentation, no action needed. \*
2. **Mobile Integrated Health (MIH) Program Pilot** (*Captain Perryman*)  
**Recommendation:** Receive presentation, no action needed. \*

### ACTION ITEMS

1. **FY 2018 Assistance to Firefighters Grant (AFG) Award** (*Erin Castleberry, Administrative Specialist*)  
**Recommendation:** Adopt the Grant Acceptance and Budget Amendment Resolutions. 37
2. **Industrial Disability Retirement – Jonpaul Seivane**  
**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Battalion Chief Seivane has suffered job related injuries and direct staff to work with BC Seivane through his Industrial Disability Retirement process with CalPERS. \*\*

### REPORTS

1. **PRESIDENT'S REPORT**—(*Secretary Kelly*)
2. **FIRE CHIEF'S REPORT**—(*Chief Harms*)  
**OPERATIONS' REPORT** – (*Deputy Chief Bridge*)
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT**



# Sacramento Metropolitan Fire District

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## REGULAR BOARD MEETING AGENDA

THURSDAY, SEPTEMBER 26, 2019

### 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 – (Secretary Kelly)**  
Next Meeting: TBD
- B. **Communications Center JPA – (AC Wagaman)**  
Report Out: September 24, 2019 at 9:00 AM  
Next Meeting: October 22, 2019 at 9:00 AM
- C. **California Fire & Rescue Training JPA – (DC Shannon)**  
Report Out: September 19, 2019 at 4:00 PM  
Next Meeting: January 16, 2020 at 4:00 PM
- D. **Finance and Audit Committee – (Director Kelly)**  
Next Meeting: October 24, 2019 at 5:30 PM
- E. **Policy Committee – (Director Goold)**  
Next Meeting: TBD

## BOARD MEMBER QUESTIONS AND COMMENTS

## CLOSED SESSION

1. **Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Industrial Disability Retirement.**
  - A. Jonpaul Seivane and the Sacramento Metropolitan Fire District  
Claim # SMDP - 549700 – Industrial Disability Retirement – 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 – October 10, 2019 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**



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, SEPTEMBER 26, 2019

Posted on September 23, 2019

*Melissa Penilla*

Melissa Penilla, Clerk of the Board

\* No written report

\*\*  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.



# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT Thursday, September 12, 2019 10545 Armstrong Avenue – Board Room Mather, California

#### CALL TO ORDER

The meeting was called to order at 6:00 pm by Vice President Sheetz. Board members present: Barnes, Clark, Goold, Kelly, Orzalli, Saylor, Sheetz, and Wood. Board members absent: Jones. Staff present: Chief Harms, General Counsel Lavra, and Clerk Penilla.

#### PLEDGE TO FLAG

#### PUBLIC COMMENT

Mr. Roger Mitchell reminded the Board of a fundraising dinner to benefit the restoration of Old Engine No. 2 on October 5<sup>th</sup> at the Rio Linda Park and Recreation District. Chief Harms will be attending the event, along with Supervisor Sue Frost. Mr. Mitchell also committed to putting his plan for Old Station 111 in writing after some encouragement from a Board Member.

#### 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 Board meeting of August 22, 2019.  
**Action:** Approved Action Summary Minutes.
- 2. Preservation of Old Station 111 as Historical Display Facility**  
**Recommendation:** Adopt Resolution proclaiming recognition and continue to support the preservation of Old Station 111 as a historical display facility.  
**Action:** Adopted Resolution No. 2019-066.
- 3. Resolution Adopting the FY 2019/20 Appropriations Limit Schedule**  
**Recommendation:** Adopt a Resolution establishing an appropriation (Gann) limit Fiscal Year 2019/20.  
**Action:** Adopted Resolution No. 2019-067.
- 4. Underground Storage Tank Closure Requests – Stations 24 and 62**  
**Recommendation:** Authorize the Board President to sign the Notifications of Record Owners of Fee Title for Station 24 and Station 62 underground storage tank closures.  
**Action:** Authorized the Board President to sign the Notifications of Record Owners of Fee Title for Station 24 and Station 62.

**5. Labor Negotiations - Memorandums of Understanding, Letter of Understanding, and Unrepresented Resolutions**

**\*\*PDF Separate Attachment for items A-D**

- A. Resolution – Memorandum of Understanding by and between SMFD and the Sacramento Area Firefighters Local 522
- B. Resolution – Memorandum of Understanding by and between SMFD and the Battalion Chief's Organization
- C. Resolution – Memorandum of Understanding by and between SMFD and the Administrative Support Personnel (ASP)
- D. Resolution – Letter of Understanding by and between SMFD and the Single Role Paramedic Program (SRP)
- E. Resolution – Senior Safety Management and Safety Management Employees
- F. Resolution – Non-Safety Senior Management, Management, and Unrepresented Confidential Employees

**Recommendation:** Adopt Labor Negotiation Resolutions.

**Action:** Adopted Resolution Nos. 2019-068 through 2019-073.

**PRESENTATION ITEMS**

**1. Transparency Certificate of Excellence – California Special District Association**  
*(Dane Wadle, CSDA Field Coordinator)*

**Recommendation:** Receive presentation, no action needed.

**Action:** Presentation received, no action taken.

**ACTION ITEMS**

**1. Fiscal Year 2019/20 Final Budget (CFO Thomas)**

**\*\*PDF Separate Attachment**

- A. Resolution – 2019/20 Final Budget for the General Operating Fund 212A
- B. Resolution – 2019/20 Final Budget for the Capital Facilities Fund 212D
- C. Resolution – 2019/20 Final Budget for the Grants Fund 212G
- D. Resolution – 2019/20 Final Budget for the Development Impact Fees Fund 212I
- E. Resolution – 2019/20 Final Budget for the Leased Properties Fund 212L
- F. Resolution – 2019/20 Final Budget for the IGT Fund 212M

**Recommendation:** Receive Presentation/Adopt FY 2019/20 Final Budget Resolutions.

**Action:**

- A. Moved by Wood, seconded by Clark, and carried unanimously by the members present to adopt Resolution No. 2019-074 for the General Operating Fund 212A.
- B. Moved by Saylor, seconded by Wood, and carried unanimously by the members present to adopt Resolution No. 2019-075 for the Capital Facilities Fund 212D.

- C. Moved by Barnes, seconded by Wood, and carried unanimously by the members present to adopt Resolution No. 2019-076 for the Grants Fund 212G.
- D. Moved by Kelly, seconded by Clark, and carried unanimously by the members present to adopt Resolution No. 2019-077 for the Development Impact Fees Fund 212I.
- E. Moved by Clark, seconded by Barnes, and carried unanimously by the members present to adopt Resolution No. 2019-078 for the Leased Properties Fund 212L.
- F. Moved by Barnes, seconded by Clark, and carried unanimously by the members present to adopt Resolution No. 2019-079 for the IGT Fund 212M.

## REPORTS

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

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

### Retirement

Effective 9/2, Battalion Chief Rick Griggs – 32 years of service

Effective 9/3, Assistant Chief Randall Hein – 25 years of service

### Reassignment

Effective 9/9, Battalion Chief Mike Lozano selected to fill an out-of-class assignment as A-Shift Commander. He had an interesting and busy first shift, including a large scrap fire.

### New Hire

Effective 9/9, Fire Investigator II Paul Tualla

### Recruitment

Career Development Opportunity – EMS Battalion Chief on a Day Assignment, Final Filing Date 9/11 4:00 PM

### Meetings

8/29, Citrus Heights Elected Officials Reception

8/31, Public Safety Appreciation Night Football Game at Sacramento State

9/5, Station Dedication 51 – Captain Michael George. This event was very well attended, including Board Members and retirees who spent their career with Captain George.

9/5, CPF President Rice thanked the local fire departments with a luncheon

9/10, Fire Marshal Barsdale represented Metro Fire at the Citrus Heights Chamber luncheon

9/11, Memorial Climb, 343 people climbed 110 stories honoring those Firefighters who lost their lives on September 11<sup>th</sup>

## **Miscellaneous**

2019 Engineer Promotion Exam took place, 36 candidates successfully passed the written exam and participated in a week long academy. During the academy they were prepped for the hands-on portion of the exam. We wish them all the best throughout the rest of the process!

The Board was provided vehicle accident statistics for the month of August. This is monthly information provided by Training Division in an effort to increase overall driver's awareness and minimize vehicle incidents. The areas of focus include accident causes, prevention mechanisms, and remaining consistent.

Lastly, Chief notified the Board of the CESC Disposition. The goal of the CESC was to develop an exercise simulation center with capability for major disaster management events based on the US DHS National Planning Scenarios. In summary, in 2011 the Board authorizing acceptance of SHGP 2011 grant, CalOES allocated \$4,000,000 for project, and over the course of several years staff time and resources were allocated to address infrastructure, technology and management issues with the system. Throughout the grant period one successful trial simulation took place, and the space was never really capable of what it was intended to do. The grant award was closed out and in May 2019 we received notice of disposition of the assets, and grant completion in August 2019 with no further obligation to CalOES.

## **OPERATIONS REPORT**

Assistant Chief Wagaman gave the Operations Report sharing that since the Board Meeting on August 22<sup>nd</sup> there have been 4,173 EMS calls with a transport rate of 73.5%. There have been 5,545 total calls, of those were 14 structure fires, with the busiest medic unit being Medic 53 with 284 responses, and the busiest engine being Engine 53 with 266 responses.

To highlight some recent deployments AC Wagaman shared a US&R Deployment for Tropical Cyclone Dorian that took place on September 3, 2019. Nine Metro Fire members were deployed as members of CA TF-7 to Charlotte, North Carolina. The team staged in Charlotte for potential impacts from the storm; no field operations were performed, but they were ready if needed. All but one returned home on September 8<sup>th</sup>; one remained for logistics purposes.

Additionally, a Type III Deployment for the Lime Incident took place on September 5<sup>th</sup>. Four members were originally dispatched to the Red Bank Fire near Red Bluff, and they were redirected to the Lime Incident on Sunday, September 8<sup>th</sup>. The Lime Incident was started by lightning on September 5<sup>th</sup> and is located in the Klamath National Forest, West of I-5 & East of Klamath River. As of this morning, the fire is 25% contained and scorched about 2,000 acres in size.

Of the 14 structure fires, one was a residential structure fire located in the Florin area. He shared a photo. The first due arrived and reported fire on the "bravo" side of a single story house with what appeared to be attic involvement. The first-in Engine confirmed the fire was confined to the attic space with no involvement in the living area of the house. The first due Truck spilt and performed vertical ventilation. This can sometimes be tricky with a fire in the attic that can't be seen. Crews did a great job saving personal items in the interior before any excess damage happened.

The next incident was a commercial structure fire at an apartment in the Arden area. Crews were dispatched for smoke and fire from the windows with updates of people trying to get the family out. Units arrived to a 2-story apartment with heavy fire from the first floor lapping up to



the second floor. The apartment unit on fire was located at the back of the complex with a difficult water supply. Crews initiated a transitional fire attack, to allow for crews to prepare with SCBAs and get a second hose line on the fire. Once inside, crews conducted a search and confirmed everyone was out. This was another example of the great work the men and women of Metro Fire have done over the last few weeks.

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

Vice President Jamison reflected on the September 11<sup>th</sup> Memorial Stair Climb. It is a great event and different members step up to be a part of it every year. He recently attended a deferred compensation conference, he was proud to represent Metro Fire where there is a significant group participating in the plan. Lastly, he thanked the Board and staff for a professional contract negotiation process, and appreciated the dialogue throughout.

### **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 – (Vice President Sheetz)**

Next Meeting: TBD

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

Report Out: September 10, 2019 at 9:00 AM

There are no items to report out on, as it was a relatively short agenda.

Next Meeting: September 24, 2019 at 9:00 AM

3121 Gold Canal Drive  
Rancho Cordova, CA 95670

#### **C. California Fire & Rescue Training JPA – (DC Shannon)**

Next Meeting: September 19, 2019 at 4:00 PM

Location: California Exercise Simulation Center (CESC)  
10545 Armstrong Avenue, Suite 320  
Mather, CA 95655

#### **D. Finance and Audit Committee – (Director Kelly)**

Next Meeting: September 26, 2019 at 5:30 PM

#### **E. Policy Committee – (Director Goold)**

Report Out: September 12, 2019 at 5:30 PM

The committee reviewed the nepotism policy, and it will come to the full Board at the next meeting.

Next Meeting: TBD

### **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Barnes attended the station dedication at Station 51 honoring Captain George, he was happy to see how many retirees showed up, it shows what “we never forget” truly means. He thanked everyone for the support at the Sac State football game, especially PIO Vestal and Chief Harms. He thanked Fire Marshal Barsdale for her work on the Summer Fest event in Rancho Murieta.

Director Clark thanked CFO Thomas for her presentation on the budget, Local 522 for a ratified contract, and the men and women of Metro Fire.

Director Wood was present when Battalion Chief Lozano was pinned as a new Battalion Chief, he wishes him all the best in this new role. He thanked CFO Thomas for the presentation and Vice President Jamison for the Local 522 update.

Director Saylor thanked everyone for their presentations tonight. She was able to witness the programming of the reserves radios from Truck 26, and thanked the crew for their work.

Director Goold thanked CSDA for the presentation of the Transparency Certificate, and reminds everyone that this is a government body the public can be proud of, with that certificate comes a high level of trust as an organization. He thanks everyone for their participation in maintaining this level of transparency.

Director Orzalli echoed the comments from Director Goold regarding the Transparency Certificate, and reminds everyone this recognition goes a long way, especially when receiving funding for grants. He thanked CFO Thomas and her team for the work they did on the Final Budget.

Director Kelly thanked the Finance Division for their heavy lift in completing the Final Budget, and for the ratification of all labor agreements.

Director Sheetz echoed the sentiments from the Board related to the presentations, she also congratulated AC Hein and BC Griggs for their retirements.

**The Board recessed to Closed Session at 7:02 pm.  
CLOSED SESSION**

- 1. Public Employee Performance Evaluation: Fire Chief**  
Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e)  
**Action:** The Board took no reportable action.
- 2. Public Employee Performance Evaluation: Board Clerk**  
Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e)  
**Action:** The Board took no reportable action.

**The Board reconvened to Open Session at 7:11 pm.**

**ADJOURNMENT**

The meeting was adjourned at 7:12 pm.

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Gay Jones, President

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Matt Kelly, Secretary

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Melissa Penilla, Board Clerk



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** September 26, 2019  
**TO:** Board or Directors  
**SUBJECT:** Revision of Board Policy  
Policy 01.017.02 - Nepotism

## TOPIC

Adopt the proposed changes to the current 01.017.02 Board Policy regarding Nepotism.


## DISCUSSION

The current Board Policy, 01.017.02 Nepotism Policy was approved by the Board on November 12, 2009. This policy was reviewed by the Human Resources Division and updated with comprehensive language. This revised policy was reviewed and approved by the Policy Committee at the September 12, 2019 Policy Committee Meeting. District Management and representatives of the Sacramento Area Firefighters Local 522 have met and agreed on the proposed changes.

## RECOMMENDATION

Recommend the Board of Directors approve the revision to the Nepotism Policy.

Submitted By:

  
\_\_\_\_\_  
Melissa Maddux  
Human Resources Manager

Approved By:

  
\_\_\_\_\_  
Greg Casentini  
Deputy Chief, Administration

# Sacramento Metropolitan Fire District

## BOARD POLICY

POLICY TITLE: Nepotism Policy

OVERSIGHT: Administration

POLICY NUMBER: 01.017.02

EFFECTIVE DATE: 07/06/03

REVIEW DATE: 9/26/2019

### *Background*

The Sacramento Metropolitan Fire District (District) conducts business fairly, impartially, ethically and in compliance with laws and regulations. The District intends to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace.

### *Purpose*

The purpose of this policy is to avoid favoritism, the appearance of or potential for favoritism, and conflicts of interest and loyalty associated with nepotism. No employee may use power or influence to aid or hinder another in securing employment, promotion or any other benefit of employment due to a personal relationship.

### *Scope*

This policy applies to all District personnel and employment related decisions.

### *Definition*

1. **Nepotism:** The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a family and/or personal relationship.
2. **Manager or Supervisor:** Any employee, regardless of job description or title, having authority in the interest of the employer to hire, transfer, supervise, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or to adjust their grievances, or effectively to recommend this action, if, in the connection with the foregoing, the exercise of this authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
3. **Family Members:** Individuals who are related by blood, marriage, domestic partnership, or adoption, including the following relationships: spouse, child (including legal guardianship), step-children, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, first cousins, parent-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

4. **Personal Relationship:** Individuals who are involved in a romantic relationship.
5. **Conflict of Interest:** A situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest and public interest. A conflict of interest arises when the considerations of one party is to the detriment of another.

### *Policy*

1. The District is an equal employment opportunity employer and is committed to the fair and equal treatment of all applicants and employees by complying with all applicable federal, California state, and local laws.
2. District employment decisions are based on job related requirements and a commitment to equal employment opportunities without regard to personal relationships, marital status, blood, and familial relationships.
3. No employee shall appoint, employ or participate in a hiring decision involving any person with whom they have a personal relationship, or within their family, nor use their position to influence any such decisions.
4. No employee shall act as a direct Manager or Supervisor for a family member or person with whom they share a personal relationship. This also applies if the relationship changes or formation occurs after the employment relationship was formed.
5. The District reserves the right to refuse to appoint a person to a position in the same division, station, or facility, wherein their personal relationship, familial or marital status with another employee has the potential for creating adverse impact on supervision, safety, security, morale, or involves a potential conflict of interest.
6. Managers and supervisors shall document and notify their chain of command of any situation they become aware of that involves personal relationships and/or family members within the District, which have the potential for creating adverse impact on supervision, safety, security, morale, or involves a potential conflict of interest as it relates to this policy.
7. Employees are required to disclose changes in their personal situations, which may be covered under this policy, to their direct Supervisor. If the Supervisor is part of the personal relationship, the employee(s) is required to notify the Human Resources Manager.

8. Employees, who violate this policy, whether by knowingly permitting or knowingly violating these regulations, are subject to disciplinary action up to and including termination from employment
9. No employee shall have influence over the wages, hours, benefits, career progress, or other terms and conditions of any family member/personal relationship employed by the District. Family members/personal relationships within the District must recuse themselves from any such decisions.
10. Employees who marry while employed, or become involved in a personal relationship or familial relationship shall be treated in accordance with this policy. If a determination is made that a situation exists with the potential for creating an adverse impact, the employees Deputy Chief, along with the Human Resources Manager, shall make reasonable efforts to minimize problems of supervision, safety, security, or morale through reassignment of duties, relocation, or transfer.
11. Exceptions in which meet the needs of the District may be allowed in the form of: Overtime, emergencies, or Strike Teams. Exceptions shall be at the sole discretion of the Fire Chief or the Fire Chief's designee who shall take into consideration the contractual provisions of pertinent MOUs within the District when making such decisions.
12. This policy shall apply to all appointments of temporary and contract employees

### *References*

1. California Code of Regulations, 2 CCR 11057
2. California Government Code 12940
3. Department of Fair Employment and Housing
4. Equal Employment Opportunity Commission
5. All current policies can be found in the Policy App



# Sacramento Metropolitan Fire District

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**TODD HARMS**  
*Fire Chief*

**DATE:** September 26, 2019  
**TO:** Board of Directors  
**SUBJECT:** Hazardous Material Response Team Shared Cost/Risk Program

## **TOPIC**

Retroactive agreement for hazardous materials emergency response services and agreement for hazardous materials response teams.

## **SUMMARY**

Due to the cost of establishing and maintaining a hazardous materials response team, Sacramento County has determined that it would be more economical, feasible, and appropriate to utilize the services of the existing Haz-Mat Team available from the Sacramento Metropolitan Fire District in the unincorporated area of Sacramento County.

Metro Fire is an all-risk fire agency, and as such, Hazardous Materials response is one of the many specialties that Metro Fire provides to the citizens and region we serve.

## **DISCUSSION**

Hazardous Materials incidents are unique in that the size and scope can very quickly move outside of jurisdictional boundaries and can project into our jurisdiction from others. As such, Hazardous Materials response management offers opportunities to partner with neighboring jurisdictions to share resources and enhance region-wide resiliency. Metro Fire is involved in such a program through a partnership with Sacramento Fire Department where our combined teams together act as a force multiplier for the region.

While Sacramento Fire Department can provide the resource of specially trained Hazardous Materials Teams, other partners may not have the resources or expertise to provide such capability, but can, as is the case, enter into a cost sharing agreement to help offset the expense of training and maintaining a necessary regional asset.

Metro Fire has offered, subject to consideration, to provide the services of our Haz-Mat Teams to Cosumnes Fire, City of Folsom Fire Department, River Delta Fire District, Isleton Fire Department, Wilton Fire Protection District, Walnut

Grove Fire Protection District, Sacramento County Airport System Aircraft Rescue and Firefighting, Herald Fire Protection District, Delta Fire Protection District, and to other County Departments under the provisions of the attached agreement and separate mutual aid agreements.

The Sacramento County Office of Environmental Management will facilitate stakeholder meetings and contracts.

Staff believes this is a cost-effective approach to ensure a ready and capable asset is available to all regional partners while reducing the specific risk and financial impact to the citizens of our district.

### FISCAL IMPACT

The Sacramento Metropolitan Fire District will receive 33.34% of money collected annually by the County from the participating agencies at the time of this agreement, as shown in the *Payments by Agency and Fiscal Years* table (Exhibit B, Section III). The retroactive agreement stipulates a three-year agreement term, effective and commencing on July 1, 2018 and ending on June 30, 2021, with the future option to extend the term for up to two additional one-year periods, with inflationary adjustments as illustrated in the exhibits.

### RECOMMENDATION

Staff recommends that the Board of Directors approve the proposed program and the attached agreement for services.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Christopher Greene  
Battalion Chief – Special Operations

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



**RESOLUTION NO. 2019-0570**

**RETROACTIVE AGREEMENT FOR HAZARDOUS MATERIALS  
EMERGENCY RESPONSE SERVICES WITH THE SACRAMENTO  
METROPOLITAN FIRE DISTRICT**

**WHEREAS,** The Sacramento County Environmental Management Department (EMD) has been administering an Agreement with the Sacramento Metropolitan Fire District (Metro) to provide Hazardous Materials Emergency Response services for the past 15 years; and

**WHEREAS,** EMD, as the administering agency for the Agreement, receives, reviews and pays invoices for services submitted by Metro; and

**WHEREAS,** The parties now agree to continue the services through June 30, 2021 with options to continue services through June 30, 2023;

**BE IT RESOLVED** that the Director of EMD, or their designee, be and is hereby authorized to execute retroactive Agreements for Hazardous Materials Emergency Response services on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with Metro and to do and perform everything necessary to carry out the purpose of this Resolution.

**RETROACTIVE AGREEMENT FOR HAZARDOUS MATERIALS  
EMERGENCY RESPONSE SERVICES WITH THE SACRAMENTO  
METROPOLITAN FIRE DISTRICT**

On a motion by Supervisor Frost, seconded by Supervisor Kennedy, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 20<sup>th</sup> day of August, 2019, by the following vote, to wit:

AYES: Supervisors Frost, Peters, Serna, Kennedy

NOES: None

ABSENT: Supervisor Nottoli

ABSTAIN: None

RECUSAL: None

(PER POLITICAL REFORM ACT (§ 18702.5.))



ATTEST:

*A Florence Evans*

Clerk, Board of Supervisors

*Pat O'Rourke*

Chair of the Board of Supervisors  
of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chair of the Board of Supervisors, County of Sacramento on **8-20-19**

By:

*S. J. [Signature]*

Deputy Clerk, Board of Supervisors

**FILED**  
BOARD OF SUPERVISORS

AUG 20 2019

BY

*A Florence Evans*  
Clerk of the Board

**AGREEMENT BETWEEN THE COUNTY OF SACRAMENTO  
AND SACRAMENTO METROPOLITAN FIRE DISTRICT FOR  
HAZARDOUS MATERIALS RESPONSE TEAMS**

This AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2019, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the SACRAMENTO METROPOLITAN FIRE DISTRICT, a California Special District (hereinafter referred to as "METRO").

**RECITALS**

**WHEREAS**, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; and

**WHEREAS**, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

**WHEREAS**, METRO has hazardous materials response teams (hereinafter referred to as "HAZ-MAT TEAMS"), with specialized apparatus, equipment and capabilities; and

**WHEREAS**, the cost of establishing and maintaining a hazardous materials response team capability is so expensive and occurrence of emergency response incidents requiring the specialized expertise of a hazardous materials response team has increased so significantly that COUNTY has determined that it would be more economical, feasible, and appropriate to utilize the services of HAZ-MAT TEAMS available from METRO rather than to develop and maintain duplicate response teams in various locations in the unincorporated area of Sacramento County; and

**WHEREAS**, METRO has offered, subject to consideration, to provide the services of its HAZ-MAT TEAMS to Cosumnes CSD Fire Department, City of Folsom Fire Department, River Delta Fire District, Isleton Fire Department, Wilton Fire Protection District, Walnut Grove Fire Protection District, Sacramento County Airport System Aircraft Rescue and Firefighting, Herald Fire Protection District and Delta Fire Protection District (hereinafter referred to as "COUNTY FIRE

DISTRICTS”) and to COUNTY under the provisions of this Agreement and separate mutual aid agreements;

**WHEREAS**, COUNTY and METRO desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, COUNTY and METRO agree as follows:

**I. SCOPE OF SERVICES**

METRO shall provide services in the amount, type and manner described in “Exhibit A,” attached hereto and incorporated herein by this reference.

**II. TERM**

This Agreement shall be effective and commence as of July 1, 2018, and shall end on June 30, 2021, unless METRO and COUNTY mutually agree in writing to extend the term for up to two additional one-year periods.

**III. NOTICE**

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

TO COUNTY

TO METRO

DIRECTOR  
Environmental Management  
Department  
10590 Armstrong Ave.  
Mather, CA 95655

FIRE CHIEF  
Sacramento Metropolitan Fire District  
10545 Armstrong Ave., Suite 200  
Sacramento, CA 95655

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

**IV. COMPLIANCE WITH LAWS**

METRO and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. STATUS OF METRO**

1. It is understood and agreed that METRO (including METRO employees) is an independent municipality and that no relationship of employer-employee exists between the parties hereto. METRO assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to METRO under the provisions of this Agreement; and as an independent municipality, METRO hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any employee of METRO that an employer-employee relationship exists by reason of this Agreement.
2. It is further understood and agreed by the parties hereto that METRO in the performance of its obligation hereunder comply with National Incident Management System/Incident Command System (hereinafter referred to as "NIMS/ICS").
3. If, in the performance of this Agreement, any third persons are employed by METRO, such person shall be entirely and exclusively under the direction, supervision, and control of METRO. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by METRO, and COUNTY shall have no right or authority over such persons or the terms of such employment.
4. It is further understood and agreed that as an independent municipality, and not an employee of COUNTY, METRO assigned personnel shall not have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. METRO employees shall not be covered by COUNTY's worker's compensation; nor shall METRO employees be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group

health, dental, life and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

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

**VI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

1. METRO shall comply with all applicable state, federal and local laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California State Family Code and Chapter 2.160 of the Sacramento County Code. METRO shall comply with all earnings assignment orders with respect to its employees and shall provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department;
2. Failure to comply with state and federal reporting requirements regarding METRO employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment shall constitute a default under this Agreement. Failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of the contract.

**VII. BENEFITS WAIVER**

1. METRO acknowledges and agrees that METRO employees are not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY

and its employee organizations. Should METRO or any employee of METRO seek to obtain such benefits from COUNTY, METRO agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

2. METRO agrees to include in all subcontracts subject to this Agreement that subcontractors are not employees of COUNTY and are not entitled to any benefits from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations.

#### **VIII. CONFLICT OF INTEREST**

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

#### **IX. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

1. METRO agrees and assures COUNTY that METRO shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and that it will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. METRO shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY

- employees and agents, and recipients of services are free from such discrimination and harassment.
2. METRO represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.
  3. METRO agrees to compile data, maintain records and submit reports as required by law to permit effective enforcement of all applicable antidiscrimination laws and this provision.
  4. METRO shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**X. INDEMNIFICATION**

1. METRO shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury, including death, or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of METRO, its officers, employees, or agents (including its volunteers and students).
2. COUNTY shall indemnify, defend, and hold harmless METRO and its officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury, including death, or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, or agents (including its volunteers).
3. This indemnity shall survive the termination or expiration of the Agreement.



**XI. RETIREMENT BENEFITS/STATUS**

METRO acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, METRO assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by METRO under this Agreement. METRO waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on METRO's provision of services under this Agreement.

**XII. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

1. METRO shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
2. If services under this Agreement are funded with state funds granted to COUNTY, METRO shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

**XIII. INSURANCE**

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

**XIV. SUBCONTRACTS, ASSIGNMENT**

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve METRO of any duty or responsibility under this Agreement and METRO shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by METRO in whole or in part, without the prior written consent of COUNTY.

**XV. AMENDMENT AND WAIVER**

1. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.
2. In the event that METRO or any other fire agency in Sacramento County adds additional Type 1 Haz-Mat response capabilities, this Agreement shall not be altered, amended, or modified for the purpose of reallocating monies paid by COUNTY for Fire Department Haz-Mat response teams.
3. In the event that METRO or any other fire agency in Sacramento County closes a Type 1 Haz-Mat response team, the monies allocated by COUNTY under this Agreement and any other applicable agreement for Fire Department Haz-Mat response shall be reallocated to the remaining teams.

**XVI. INTERPRETATION**

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

**XVII. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the COUNTY Environmental Management Department, or his/her designee.

**XVIII. DISPUTES**

Any dispute arising out of or relating to this agreement shall be decided by DIRECTOR and the METRO Fire Chief, with the assistance of their operational staff. In the event that the DIRECTOR and the METRO Fire Chief cannot resolve the dispute, the Sacramento County Executive and METRO of Sacramento METRO Manager shall meet within thirty (30) days to consider the matter and reach a decision. In the event that the Sacramento County Executive and METRO of Sacramento METRO Manager cannot resolve the dispute, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**XIX. TERMINATION**

1. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.
2. COUNTY may terminate this Agreement for cause upon giving thirty (30) days written notice to METRO should METRO materially fail to perform this Agreement in the time and/or manner specified. Before such termination takes effect, however, METRO shall have thirty (30) days to cure the failure to perform. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to METRO and it is later determined that METRO was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph 1 above.
3. COUNTY may terminate or amend this Agreement upon giving one hundred twenty (120) days written notice to METRO, if

advised that funds are not available from external sources for this Agreement or for any portion hereof, or if funds in COUNTY yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof.

4. If this Agreement is terminated under paragraphs 1, 2 or 3 above, METRO shall be paid for any services completed and provided prior to the date of contract termination, and for all unchangeable obligations incurred by METRO prior to the date of notice. In no event, however, shall COUNTY pay METRO an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination. Unchangeable obligations include those services required to be provided by METRO due to its "continuity of care" obligations.
5. METRO shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that METRO can legally cancel.

**XX. REPORTS**

METRO shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning METRO activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

**XXI. AUDITS AND RECORDS**

Upon COUNTY request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at METRO premises, METRO financial and program records related to this Agreement as COUNTY deems necessary to determine METRO compliance with legal and contractual requirements and the correctness of claims submitted by METRO. METRO shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY request at COUNTY expense.

**XXII. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**XXIII. PRIOR AGREEMENTS**

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

**XXIV. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**XXV. TRAINING**

At a frequency not exceeding once each calendar quarter, COUNTY Environmental Management Department will make available at least two of their Incident Response Team personnel to participate in Haz-Mat response training conducted by METRO. Each training event shall not exceed eight hours in duration.

**XXVI. COMPENSATION**

Compensation under this Agreement shall be as provided in "Exhibit B," attached hereto and incorporated herein by this reference.

**XXVII. DUPLICATE COUNTERPARTS**

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

**XXVIII. AUTHORITY TO EXECUTE**

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California,**

By:

\_\_\_\_\_  
Director, Sacramento County  
Environmental Management Department

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

Agreement reviewed and approved  
by County Counsel:

\_\_\_\_\_  
Deputy County Counsel

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

**SACRAMENTO METROPOLIAN FIRE DISTRICT**

By:

\_\_\_\_\_  
METRO FIRE Chief

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

Attest:

\_\_\_\_\_  
METRO Fire Representative

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

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO and  
the SACRAMENTO METROPOLITAN FIRE DISTRICT**

**SCOPE OF SERVICES**

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, METRO shall dispatch a HAZ-MAT TEAM to respond to the scene. If multiple LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within the METRO or County of Sacramento, the determination of the priority of response by a HAZ-MAT TEAM shall be at the discretion of the highest ranking chief officer of the Sacramento Fire Department on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to where the incident occurs within the County of Sacramento.
2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Unified Command System.
3. METRO must maintain at a minimum one (1) equivalent of a "Type 1" Hazardous Materials Response Team as defined by the California State of Office of Emergency Services.
4. The services to be provided by METRO's HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:
  - a. Assessing the scene and classifying the level of incident, determining need for additional personal or environmental protective measures that may be required without further delay, and determining the possible need for any additional assistance not already requested;

- b. Providing rescue to victims if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;
- c. Identifying types and quantities of any hazardous materials involved; determining the hazards they pose to life, environment, and property; and providing advice regarding appropriate and necessary measures to mitigate, contain, and suppress the emergency hazardous materials incident;
- d. Providing advice in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;
- e. Providing advice and assistance for the suppression and containment of the hazardous materials involved in the incident, including locating necessary special supplies and taking measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources.
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;
- h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incident(s);
- j. Providing advice and assistance to COUNTY Environmental Management Department, COUNTY Municipal Services Agency, and COUNTY Office of Emergency Services as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of County departments and special districts, and



- clean-up and restoration of the affected site to normal daily use;
- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency Broadcast System or directly to news media regarding the emergency hazardous materials incident;
  - l. Providing advice and assistance as necessary, in the training of COUNTY FIRE DISTRICTS and COUNTY emergency response personnel; and
  - m. Providing information as to the cost of the response by HAZ-MAT TEAM.
  - n. METRO and COUNTY agree to operate as delineated in the Sacramento County Area Plan for Emergency Response to Hazardous Materials Incidents in effect at the time of the incident.
5. Nothing in this Agreement or any Exhibit hereto shall obligate METRO to respond outside of Sacramento County.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
and the SACRAMENTO METROPOLITAN FIRE DISTRICT**

**I. COMPENSATION**

METRO will receive 33.34% of money collected annually, as shown in the PAYMENT BY AGENCY AND FISCAL YEAR table, by COUNTY from the following possible agencies:

1. City of Citrus Heights
2. City of Elk Grove
3. City of Folsom
4. City of Galt
5. City of Rancho Cordova
6. County of Sacramento, Department of Transportation
7. County of Sacramento, Department of Water Resources
8. County of Sacramento, Environmental Management Department
9. Sacramento Area Sewer District (SASD) / Sacramento Regional County Sanitation District (SRCSD)

**II. BILLING SCHEDULE and INVOICE FORMAT**

1. METRO shall submit invoices consistent with the following schedule:

- a. Fiscal Year 18/19:

An invoices for all of Fiscal Year 18/19 will be sent out within 30 days of signing of this Agreement

- b. Fiscal Years 19/20 and 20/21

Not later than October 15<sup>th</sup> of each year:

Invoice for amount totaling one-half (1/2) of the total Agreement for the contract year;

Not later than October 15<sup>th</sup> of each year:

Invoice for amount totaling one-half (1/2) of the total Agreement for the contract year;

2. The total amount billed from all invoices submitted shall not exceed the total agreed contract payment amount for each contract year.
3. Submitted invoices shall be paid by COUNTY 30 days after receipt of invoice from METRO.
4. Costs incurred from responding to hazardous materials incidents shall be documented separately by incident. The following Information will be included:
  - a. Date of the incident.
  - b. Numbers of hours spent on scene.
  - c. Number of personnel responding.

**III. PAYMENTS BY AGENCY AND FISCAL YEARS**

<b>Agency</b>	<b>18/19</b>	<b>19/20</b>	<b>20/21</b>	<b>**21/22</b>	<b>**22/23</b>
Citrus Heights	59,771.74	61,564.90	63,411.84	65,314.20	67,273.63
Elk Grove	106,260.86	109,448.68	112,732.14	116,114.11	119,597.53
Folsom	53,130.43	54,724.34	56,366.07	58,057.05	59,798.77
Galt	13,282.59	13,681.07	14,091.50	14,514.25	14,949.67
Rancho Cordova	46,489.13	47,883.81	49,320.32	50,799.93	52,323.93
DOT	161,383.70	166,225.21	171,211.96	176,348.32	181,638.77
DWR	100,416.51	103,429.01	106,531.88	109,727.83	113,019.67
EMD *	26,565.22	27,362.18	28,183.05	29,028.54	29,899.39
SASD/SRCSD	14,345.22	14,775.58	15,218.85	15,675.41	16,145.67
<b>Total</b>	<b>581,645.40</b>	<b>599,094.78</b>	<b>617,067.61</b>	<b>635,579.64</b>	<b>654,647.03</b>

\* EMD's owed monetary portion will be reduced by 25% to cover costs associated with managing all Incident Response contracts.

\*\* The amounts shown in Fiscal Years 21/22 and 22/23 shall only be applicable if the Agreement term is extended upon mutual written consent between METRO and COUNTY under the same terms and conditions as are contained in this Agreement.



# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

**DATE:** September 26, 2019  
**TO:** Board of Directors  
**SUBJECT:** FY2018 Assistance to Firefighters Grant (AFG) Award

## BACKGROUND

On October 26, 2018, Metro Fire submitted an application for the funding of two (2) projects totaling \$1,039,655 through FEMA's FY2018 Assistance to Firefighters Grant Program (AFG).

The first request, in the amount of \$877,505, was for the purchase of 515 sets of wildland PPE to replace obsolete PPE that is beyond its serviceable life. The requested PPE is needed to provide critical protection to Metro Fire personnel in wildland firefighting operations. The request includes coat, pants, helmet, gloves, goggles, fire shelter, web gear, backpack, and canteen/hydration system.

The second request, in the amount of \$162,150, was for Flammable Liquids Bulk Storage Specialty Training for the District's secondary foam unit. The requested training delivers classroom and hands-on instruction that provides the skills and knowledge to mitigate a flammable liquid fire involving bulk storage facilities and facility operations. This training is especially critical for the District's secondary foam unit since it is assigned in the area of McClellan Park, which is an active airport with an associated bulk storage facility and is in close proximity to one of the nation's largest railyards.

## DISCUSSION

Metro Fire received a notification of award on September 13, 2019 in the amount of \$162,150 for the foam training project. The request for wildland PPE was not funded.

## FISCAL IMPACT

The grant award provides \$147,409 in Federal funds (91%) and requires a match of \$14,741 (9%). Upon approval by the Board, grant funding in the amount of \$147,409 will be added to the FY2019/20 Final Budget, along with the required match of \$14,741 from the general fund.

## RECOMMENDATION

Staff recommends adoption of the attached Grant Acceptance and Budget Amendment Resolutions.

### Submitted by:

  
Erin Castleberry  
Administrative Specialist

  
RMarie Jones  
Accounting Specialist

### Approved by:

  
Amanda Thomas  
Chief Financial 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. 2019-\_\_\_\_

### BEFORE THE GOVERNING BOARD OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT County of Sacramento, State of California

#### A RESOLUTION ACCEPTING FY2018 ASSISTANCE TO FIREFIGHTERS GRANT

**WHEREAS**, the Sacramento Metropolitan Fire District (Metro Fire) provides fire protection, emergency medical services and hazardous material response to a population of over 745,000 throughout a 359 square mile area; and

**WHEREAS**, Metro Fire submitted a Assistance to Firefighters Grant Program (AFG) application totaling \$877,505 for the purchase of 515 sets of wildland PPE as well as an application totaling \$162,150 for Flammable Liquids Bulk Storage Specialty Training for the District's secondary foam unit; and

**WHEREAS**, Metro Fire received an award notification on September 13, 2019 in the amount of \$162,150 to fund the foam training project.

**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. Accept a grant award in the amount of \$162,150 from the FY2018 Assistance to Firefighters Grant Program.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to execute and/or submit all required documents to the United States Department of Homeland Security (US DHS), Federal Emergency Management Agency (FEMA) in order to administer the funds awarded.

**PASSED AND APPROVED** this 26<sup>th</sup> day of September, 2019, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

\_\_\_\_\_  
President, Board of Directors

**Attested by:**

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



# 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. 2019-\_\_\_\_\_

### BEFORE THE GOVERNING BOARD OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT County of Sacramento, State of California

### RESOLUTION ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR THE GENERAL FUND 212A FOR THE FISCAL YEAR 2019/20

**WHEREAS**, the Sacramento Metropolitan Fire District (District) has accepted a FY2018 Assistance to Firefighters Grant (AFG) award that includes Federal funding in the amount of \$147,409 and a required District match of \$14,741; and

**WHEREAS**, on September 12, 2019, the District adopted the Final Budget for the General Fund 212A for Fiscal Year 2019/20, which did not include this funding.

**THEREFORE, BE IT RESOLVED**, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the General Fund 212A for the Fiscal Year 2019/20 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
50598000	212A	2129212	2129212000	OPERATING TRANSFER OUT	\$14,741
7400000	212A	2129212	2129212000	FUND BALANCE UNRESERVED	(\$14,741)

**BE IT FURTHER RESOLVED** that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

**PASSED AND APPROVED** this 26<sup>th</sup> day of September, 2019, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

\_\_\_\_\_  
President, Board of Directors

**Attested by:**

\_\_\_\_\_  
Board Clerk



# Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2019-\_\_\_\_\_

TODD HARMS  
Fire Chief

## BEFORE THE GOVERNING BOARD OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT County of Sacramento, State of California

### RESOLUTION ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR THE GRANTS FUND 212G FOR THE FISCAL YEAR 2019/20

**WHEREAS**, the Sacramento Metropolitan Fire District (District) has accepted a FY2018 Assistance to Firefighters Grant (AFG) award that includes Federal funding in the amount of \$147,409 and a required District match of \$14,741; and

**WHEREAS**, on September 12, 2019, the District adopted the Final Budget for the Grants Fund 212G for Fiscal Year 2019/20, which did not include this funding.

**THEREFORE, BE IT RESOLVED**, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Grants Fund 212G for the Fiscal Year 2019/20 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
10111000	212G	2126000	2126000000	SALARIES	\$94,070
20203500	212G	2126000	2126000000	EDUCATION/TRAINING SVC	\$68,080
95953100	212G	2126000	2126000000	AID/OTHER LOCAL GOV'T	(\$147,409)
59599100	212G	2126000	2126000000	OPERATING TRANSFER IN	(\$14,741)

**BE IT FURTHER RESOLVED** that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

**PASSED AND APPROVED** this 26<sup>th</sup> day of September, 2019, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

\_\_\_\_\_  
President, Board of Directors

**Attested by:**

\_\_\_\_\_  
Board Clerk