



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, June 27, 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 Sunday, June 30th at 6:00pm and Monday, July 1st at 2:00pm on Channel 14; Webcast at www.sacmetrofire.com.

The open session Meetings are also available for viewing on the District website at 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, JUNE 27, 2019

CONSENT ITEMS

Page No.

1. **Action Summary Minutes**
Recommendation: Approve the Action Summary Minutes for the Board meeting of June 13, 2019. 5

2. **Special Services Agreement – Hermocillo-Azevedo Strategic Communications LLC**
Recommendation: Authorize the Fire Chief to approve a one-year agreement with Hermocillo-Azevedo Strategic Communications, LLC for professional consulting services. 14

3. **Bid Award – RFB 19-06 Multi-Site Flooring Project**
Recommendation: Authorize staff to award bid #19-06 to Dynamic Commercial Flooring Systems, Inc. in the amount not to exceed \$186,450. 19

4. **Policy Revision - Workplace Harassment**
Recommendation: As recommended by the Policy Committee, approve the revision to the Workplace Harassment policy. 20

PRESENTATION ITEMS

1. **Rescue Group Training (Firefighter Van Brunt and Firefighter Watts)**
Action: Receive presentation on the North American Heavy Rescue Training Symposium in Covington, GA. No action required. *

2. **2019 Fireworks Overview (Assistant Chief Wagaman and Fire Marshal Barsdale)**
Action: Receive presentation, no action required. *

ACTION ITEMS

1. **FY 2018 State Homeland Security Grant Program (SHSGP) Award**
(Erin Castleberry, Administrative Specialist)
Recommendation: Adopt resolutions approving the Grant Acceptance and Budget Amendment to FY 2019/20 Grants Fund 212G. 33

2. **Contract Amendment – Ambulance Transport Services - AMR**
(Deputy Chief Bridge)
Recommendation: Approve the amendment to the agreement for ambulance transport services with American Medical Response for a period of twelve months. 36

REPORTS

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



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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 27, 2019

2. **FIRE CHIEF'S REPORT**—(*Chief Harms*)
OPERATIONS' REPORT – (*Deputy Chief Bridge*)
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** – (*Jones*)
Next Meeting: TBD
 - B. **Communications Center JPA** – (*AC Wagaman*)
Report Out: Special Workshop - June 25, 2019 at 9:00 AM
Report Out: Special Meeting - June 25, 2019 at 1:00 PM
Next Meeting: July 9, 2019 at 9:00 AM
 - C. **California Fire & Rescue Training JPA** – (*DC Shannon*)
Report Out: June 20, 2019 – Strategic Planning Workshop
Report Out: June 20, 2019 – Regular Meeting
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*)
Report Out: June 27, 2019 at 5:30 PM
Next Meeting: July 25, 2019 at 5:30 PM
 - E. **Policy Committee** – (*Director Goold*)
Next Meeting: July 11, 2019 at 5:30PM

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to California Government Code Section 54956.9 (b) (1) (3) (B):**
Recommendation: Confer with and receive advice from legal counsel regarding Request for Proposal (RFP: 19-04) involving legal allegations made by a proposer concerning the RFP process and District Board's decision on the proposal.

ADJOURNMENT



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 27, 2019

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 – July 11, 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

Posted on June 24, 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.



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, June 13, 2019
10545 Armstrong Avenue – Board Room
Mather, California

CALL TO ORDER

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

PLEDGE TO FLAG

PUBLIC COMMENT: All public comments were related to action item number six, and were taken during discussion of the action item.

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 May 23, 2019.
Action: Approved Action Summary Minutes.
- 2. Medical Aid and Ambulance Transport User Fee Annual Adjustment**
Recommendation: In accordance with Ordinance No. 2017-01, adopt the resolution amending the Ambulance Fee Schedule effective July 1, 2019.
Action: Adopted Resolution No. 2019-046.
- 3. Disclosure of Material Expenditure – Aviation Liability Insurance - Ace Westchester Fire Insurance Company**
Recommendation: Authorize payment of \$121,164 to ACE Westchester Fire Insurance Company for aviation liability insurance.
Action: Authorized payment to ACE Westchester Fire Insurance Company.
- 4. Disclosure of Material Expenditure – Insurance Brokerage Services – USI Insurance Services**
Recommendation: Authorize payment of \$40,000 to USI Insurance Services for brokerage services.
Action: Authorized payment to USI Insurance Services.

5. **Disclosure of Material Expenditure – Fiduciary Liability Insurance – RLI Insurance Company**
Recommendation: Authorize payment of \$14,590 to RLI Insurance for fiduciary liability insurance.
Action: Authorized payment to RLI Insurance.

ACTION ITEMS

1. **Fiscal Year 2018/19 Budget Amendment – Wages and Benefits**
Recommendation: Adopt the resolution amending the FY 2018/19 General Fund 212A budget to reflect additional wages and benefit expenditures.
Action: Moved by Goold, seconded by Wood, and carried unanimously by the members present to adopt Resolution No. 2019-047 for the General Operating Fund 212A for FY 2018/19.
2. **Fiscal Year 2019/20 Preliminary Budget (CFO Thomas)**
A. Resolution – 2019/20 Preliminary Budget for the General Operating Fund 212A
B. Resolution – 2019/20 Preliminary Budget for the Capital Facilities Fund 212D
C. Resolution – 2019/20 Preliminary Budget for the Grants Fund 212G
D. Resolution – 2019/20 Preliminary Budget for the Development Impact Fees Fund 212I
E. Resolution – 2019/20 Preliminary Budget for the Leased Properties Fund 212L
F. Resolution – 2019/20 Preliminary Budget for the IGT Fund 212M

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

Action:

- A. Moved by Goold, seconded by Wood, and carried unanimously by the members present to adopt Resolution No. 2019-048 for the General Operating Fund 212A.
- B. Moved by Jones, seconded by Goold, and carried unanimously by the members present to adopt Resolution No. 2019-049 for the Capital Facilities Fund 212D.
- C. Moved by Jones, seconded by Wood, and carried unanimously by the members present to adopt Resolution No. 2019-050 for the Grants Fund 212G.
- D. Moved by Jones, seconded by Clark, and carried unanimously by the members present to adopt Resolution No. 2019-051 for the Development Impact Fees Fund 212I.
- E. Moved by Jones, seconded by Sheetz, and carried unanimously by the members present to adopt Resolution No. 2019-052 for the Leased Properties Fund 212L.
- F. Moved by Jones, seconded by Barnes, and carried unanimously by the members present to adopt Resolution No. 2019-053 for the IGT Fund 212M.

3. **Disclosure of Material Expenditure – Commercial Insurance – Special District Risk Management Authority**
(Brad Svenningsen, USI Insurance Services Representative)
Recommendation: Receive Presentation and approve staff's recommendation.
Action: Moved by Wood, seconded by Clark, and carried unanimously by members present to authorize payment to Special District Risk Management Authority.

4. **Disclosure of Material Expenditure – Excess Workers' Compensation Insurance – Safety National Casualty Corporation**
(Brad Svenningsen, USI Insurance Services Representative)
Recommendation: Receive Presentation and approve staff's recommendation.
Action: Moved by Goold, seconded by Wood, and carried unanimously by members present to authorize payment to Safety National Casualty Corporation.

5. **Bid Award – RFB 19-03 Self Contained Breathing Apparatus (SCBA) and contract with Municipal Emergency Services**
(Logistics/Purchasing Manager, Mark Jones)
Recommendation: Authorize staff to enter into a three year contract with MES, with an initial order not to exceed \$1,628,444.
Action: Moved by Clark, seconded by Goold, and carried unanimously by members present to authorize staff to enter into a three year contract with MES and authorize payment not to exceed \$1,628,444.

6. **Bid Award – RFP 19-04 Advanced Life Support Ambulance Services**
(Deputy Chief Bridge)

Director Goold called a point of order and moved to remove this item from the action calendar, and move it to the presentation calendar, seconded by Sheetz, and failed (Ayes: Saylor, Goold, Sheetz, Clark; Noes: Orzalli, Wood, Barnes, Jones; Absent: Kelly).

Recommendation: Deputy Chief Bridge gave the presentation and recommended the Board approve a three year contract, with two one-year extensions, with Medic Ambulance. He opened the floor up for questions and comments from the Board, with staff and consultants having a chance to provide additional information related to those questions and comments.

Once Board Members completed their questions and comments, public commenters were invited to speak related to the action item being heard.

The first speaker was Anna Serrecchia a current employee with AMR and a current medic serving Metro Fire. She shared various ambulance posts within Sacramento County, and the experience needed to know where the posts are located. She shared concerns related to the experience of Medic Ambulance and the level of training necessary to work in Sacramento County.

Norm Anderson addressed the Board about choosing the right fit for EMS services. He expressed concerns related to companies submitting low bids to win a contract, whether there was an exit plan or re-bid process in place if the wrong company is selected, and left the Board with a popular phrase, you get what you pay for.

Rodrick Huerta-Moore an employee of AMR and currently lives in Metro Fire's District. He shared his feelings toward working with Metro Fire to be like those of family, and not just running calls together. He saw the scoring that ranked AMR as number one, and in that scoring mechanism was cost, so cost was a factor in ranking AMR number one. AMR has been a great partner with Metro Fire, and always said yes to various requests from Metro Fire.

Darin Lichty currently a paramedic with American Medical Response, and serves a multitude of positions, including a resident of Fair Oaks and the Chapter President of UEMSW 4911. He shared concerns related to Medic Ambulance's treatment of their employees, and the way they respond to their calls. He also shared concerns related to the RFP process and the lack of meeting with AMR, grading sheet and process, and the consulting firm being run by former firefighters. All things being said, AMR was still ranked number one.

Karl Pedroni the Regional Director for American Medical Response opened by addressing a few questions, including the current rate vs. the bid rate, and employee pay rate difference. He shared aspects of the positive working relationship AMR has had with Metro Fire over the past 25 years. He touched on the bid process, and the fact the AMR was ranked number one. He is concerned the recommendation before the Board tonight is to enter into an agreement with the second place bidder, when there was no attempt to negotiate with AMR as the first place bidder. As evident before you, staff was willing to negotiate with the second place bidder, however AMR should have been afforded the same opportunity. He humbly requested the Board set aside staff's recommendation, and move forward with the highest rank bidder, AMR. AMR stands ready to meet at staff's earliest convenience and is ready to implement effective July 1st.

James Pierson president and COO of Medic Ambulance explained this is not a new process for Medic Ambulance, and understands it is an emotional process. While he respects the opinions of the speakers tonight, he doesn't agree with them. He shares that Medic Ambulance is one of only thirty one ambulances in the world that hold a Commission on the Accreditation of Ambulance Services and the International Academies of Emergency Dispatch awards. They celebrated their 40th anniversary on June 1st. They were founded in Solano County, but the owners and many employees reside in Sacramento County, and they purchased Cordova Ambulance in 1996 and have been operating in Sacramento County since. The employees of Medic Ambulance are fantastic, and Medic Ambulance does not earn the accreditations they have without them.

Helen Pierson, the CEO of Medic Ambulance, her family business shared about her journey into the EMS industry, which includes working for the family business for 31 years. Medic Ambulance has been doing business in Sacramento since 1996, they started on Folsom Boulevard in Rancho Cordova, currently on Lexington Street, and recently purchased another building on Folsom Boulevard they are currently renovating. They are very excited to get awarded the bid by Metro Fire, and Medic Ambulance is a reputable company, the service you are going to receive will be darn good.

Jacob Mendenhall an experienced paramedic supervisor with Medic Ambulance, and a resident of Rancho Cordova. He understands the Board's concerns of calling Medic Ambulance to care for their family. He has called Medic Ambulance to respond to his own family's needs, and trusts Medic Ambulance employees with his own life.

Ryan Sack is welcomed to the podium, he has worked for Medic Ambulance in both Sacramento and Solano. He disagrees with previous statements directed towards Medic Ambulance's treatment of their employees. He shares a personal story about an allergic reaction that needed Medic Ambulance's attention, and he never received a bill. Additionally, two coworkers ran back to back pediatric cardiac arrests, despite the employees saying they were okay to continue with their shift, Medic Ambulance recognized the nature of the calls and gave the employees the rest of their shifts off as paid leave. Medic Ambulance takes care of their employees, and is small enough to take care of them on an emotional, mental, and physical level.

Shelby Hindahl is a current employee with Medic Ambulance and resides in Fair Oaks in District five. He can confidently say that Medic Ambulance is a wonderful and competent company. He takes great pride in the company he works for, and knows Medic Ambulance will take great pride in serving Sacramento.

Mark Mendenhall was born and raised in Sacramento, and has been in EMS for over eighteen years. He has worked at several different agencies, and been asked why he likes working for Medic Ambulance. He appreciates they are family owned and operated, and they look at their employees as an extension to their family. Medic Ambulance has been in the Solano 911 system since 1979, they have experience in Sacramento since 1996. He is confident in Medic Ambulance's ability to do this job. His entire immediate family and extended family lives within Metro Fire's District, and he would not be working for Medic Ambulance if he did not believe they were able to effectively deliver the needs of the contract. He leaves the Board with Medic Ambulance's mission statement, if you give the best tools to the best people they will do the best job possible, and he is confident they will do the best job possible in conjunction with Metro Fire.

Kristin Bayer lives in division seven, and has worked for Medic Ambulance for three years. In regards to the treatment from Medic Ambulance to their employees, the people who have bad things to say about Medic Ambulance are the people who could not live up to Medic Ambulance's very high standards.

The Board took a short recess at 8:09pm, and reconvened at 8:18pm.

Jeff Misner is an employee with United EMS Workers, the paid staff for the EMS Union that represents AMR in Sacramento and Medic Ambulance in Solano. He feels responsible for Karl Pedroni's increased bid, as they recently negotiated a contract with AMR to include significant increases in pay to include health benefits. They currently do not represent the Medic Ambulance employees in Sacramento, and therefore supports AMR to continue providing services to Metro Fire.

Tom Arjil, representing AlphaOne, a proposer in the bid process, talked about the limited number of pages they were allowed to submit for a contract of this magnitude, and that it was a limiting factor in the ability to score it correctly. Additionally, he is concerned the proposed unit hour cost will not be sustainable given the original expectations of the bid.

This concluded the public speakers related to this item. President Jones opened the floor back to the Board for comments.

After all Board comments were made, Chief Harms addressed some of the concerns raised during tonight's presentation. Chief Harms invited AP Triton to speak on their own behalf to the concerns raised during tonight's presentation.

Action: Moved by Jones, seconded by Barnes, and failed (Ayes: Saylor, Orzalli, Barnes, Jones; Noes: Goold, Sheetz, Wood, Clark; Absent: Kelly) to award RFP 19-04 to Medic Ambulance. The vote was tied 4-4, therefore the Board did not award the RFP to Medic Ambulance.

7. Industrial Disability Retirement – Tom Neville

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

Action: Moved by Goold, seconded by Sheetz, and carried unanimously by members present to adopt Resolution No. 2019-054.

REPORTS

1. PRESIDENT'S REPORT:

President Jones thanked everyone for participating in the Ambulance Services Contract discussion.

2. FIRE CHIEF'S REPORT:

Retirement

Effective 6/1, Engineer Koren Martinelli – 30 years of service

Promotion

Effective 6/8, SRP Paramedic Dillon Fader

Effective 6/15, Battalion Chiefs, Michael Johnson, Joseph Firorica, Rosario Carollo

Effective 6/15, Captains Vincent Purcell and Aaron Todd

OPERATIONS REPORT

Deputy Chief Bridge shared the fire activity over the last several weeks, as fire season is upon us. The crew deployed to the Yolo fire returned today, a two alarm structure fire in Fair Oaks this morning with no injuries, and yesterday there was a house fire in Citrus Heights where a firefighter received a minor burn to the wrist. Activity is picking up, and our members are doing a fantastic job as they always do.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:

Joel Roberts congratulated the recently promoted Battalion Chiefs and Captains.

He thanked the SCBA Committee for their work on preparing the District for new SCBAs.

Lastly, the tentative agreement was ratified by the Battalion Chief's group, however it was not ratified by Local 522 and ASP. They are looking forward to continued conversations and moving forward.

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 – (Jones)

Next Meeting: TBD

B. Communications Center JPA – (DC Shannon)

Report Out: June 11, 2019 at 9:00 AM

The JPA approved a new Interim Executive Director Retired Annuitant Contract.

Next Meeting: June 25, 2019 at 9:00 AM

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

Next Meeting: June 20, 2019 at 4:00 PM

They will meet off site on the 20th for a special meeting to go over their strategic plan, and then will meet in the afternoon for their regular meeting.

Location: California Exercise Simulation Center (CESC)

10545 Armstrong Avenue, Suite 320

Mather, CA 95655

D. Finance and Audit Committee – (Director Kelly)

Next Meeting: June 27, 2019 at 5:30 PM

E. Policy Committee – (Director Goold)

Report Out: June 13, 2019 at 5:30 PM

The committee reviewed the harassment policy and the necessary changes will be brought to the next regular Board Meeting. Staff will continue the necessary training.

Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

Director Barnes talked about the process tonight when human emotion is involved. He believes leadership would not present a company that would provide substandard service. He wishes everyone well during this fire season, and reminds everyone to take care of one another. He hopes to see everyone at the Tropical Affair on June 22nd, when his organization will be presenting the burn institute with a significant donation.

Director Clark thanked everyone for their presentations tonight. While he has confidence in the staff, he had too many reservations to vote affirmatively. He thanked CFO Thomas for helping the Board understand the complexities of the budget. Lastly, he thanked the men and women of this organization for the job they do day in and day out.

Director Wood thanked everyone for the time and effort they put into the process. He had the chance to attend the Rosemont Community Association, where they discussed firework season. He reached out to CRRD and brought Investigator Rogers as the subject matter expert. Director Wood also shared that Dos Coyotes on Sunrise Boulevard celebrated their one year anniversary, and in doing so invited the Burn Institute to have a booth, and donated 20% of the proceeds that day to the institute. Lastly, he reminded everyone for the last time about the Tropical Affair, it is an excellent opportunity to support an organization that we hope to never need their services.

Director Orzalli thanked everyone for their presentation this evening. He has great respect for all the organizations participating and looks forward to the ongoing discussion. He had a meeting today with the Public Safety Foundation, and is hoping to have a presentation to the full Board regarding acquiring the heat sensors called TICs (Thermal Imaging Cameras) for each of the firefighters.

Director Goold thanks CFO Thomas for her presentation. He believes Metro Fire's finances are in excellent condition, and this is attributed to CFO Thomas' leadership in that division. One of the Board's primary responsibilities is fiduciary responsibility to the tax payers, and CFO Thomas is a key component to that. He shares that tonight's meeting was an example of democracy, and while not everyone may like the outcome, we still have to respect the process. He thanked staff for bringing the presentation forward. He explained that it is invigorating to not have a 9-0 vote, and that is a representation of having nine unique individuals elected to represent unique people and places. Lastly, he wishes well to AC Neville as his career comes to a close.

Director Jones thanked everyone, fellow Board Members and staff, for their participation tonight.

Convened to Closed Session at 8:51 pm.

CLOSED SESSION

1. Pursuant to California Government Code Section 54956.9 (a) –Two (2) matters of Workers Compensation Compromise and Release.

- A. Charles Ingram and the Sacramento Metropolitan Fire District
Claim # SMDJ - 549609 – Workers Compensation Settlement Authority
Colin Conner of Lenahan, Lee, Slater, Pearse & Majernik, LLP

Action: On a motion by Wood, seconded by Goold, and carried unanimously by members present to give the District's third party negotiator settlement authority.

- B. Charles Nicholas and the Sacramento Metropolitan Fire District
Claim # SMDH – 547989 – Workers' Compensation Settlement Authority
Gregory Casentini, Deputy Chief, Administration

Action: On a motion by Wood, seconded by Goold, and carried unanimously by members present to give the District's third party negotiator settlement authority.

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

A. Thomas S. Neville and the Sacramento Metropolitan Fire District
Claim # SMDI – 548343, SMDI - 548227 – Industrial Disability Retirement
Gregory Casentini, Deputy Chief, Administration

Action: No action taken.

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One case

A. Claim Against Public Entity Pursuant to Government Code Section 910
Cynthia Kochamp v. Sacramento Metropolitan Fire District

Action: On a motion by Goold, seconded by Wood, and carried unanimously by members present to reject the claim.

Reconvened to Open Session at 9:08 pm.

ADJOURNMENT

The meeting was adjourned at 9:10 pm.

Gay Jones, President

Matt Kelly, Secretary

Melissa Penilla, Board Clerk



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: June 27, 2019
TO: Board of Directors
SUBJECT: Special Service Contract – Hermocillo-Azevedo Strategic Communications LLC

TOPIC

Award a contract for professional consulting services to Hermocillo-Azevedo Strategic Communications LLC.

DISCUSSION

The District has worked intermittently with Jose Hermocillo and Jerry Azevedo since September 2010 on a number of public education and communication issues/projects. As the District would incur increased costs to familiarize a new contractor with its issues, it is in the District's best interest to continue to procure the services from Hermocillo-Azevedo Strategic Communications LLC to provide the following scope of services: shall perform communication and public affairs services to assist District in performing its duties as a major metropolitan fire district.

FISCAL IMPACT

The estimated cost to contract with Hermocillo-Azevedo Strategic Communications LLC for professional consulting services for the period of July 1, 2019 through June 30, 2020, is estimated at \$5,000 per month, not to exceed \$80,000, and is fully accounted for in the FY 19/20 budget.

RECOMMENDATION

Staff recommends the Board authorize the Fire Chief to enter into a one-year contract with Hermocillo-Azevedo Strategic Communications LLC for professional consulting services.

Submitted By:

Todd Harms
Fire Chief

**ENGAGEMENT AGREEMENT
BETWEEN
SACRAMENTO METROPOLITAN FIRE DISTRICT
AND
HERMOCILLO-AZEVEDO STRATEGIC COMMUNICATIONS LLC**

THIS ENGAGEMENT AGREEMENT (“Agreement”), made and entered into as of June 28, 2019, between Hermocillo-Azevedo Strategic Communications LLC, with offices located at 2100 21st Street, Sacramento, CA 95818 (“Contractor”), and Sacramento Metropolitan Fire District, with its principal place of business at 10545 Armstrong Avenue, Suite 200, Mather, CA 95655 (“Client”) sets forth the parties’ understanding pursuant to which Contractor shall be engaged by Client.

Article 1. Services to be Performed by Contractor

- 1.1 Services. Contractor shall perform communication and public affairs services to assist Client in performing its duties as a major metropolitan fire district.
- 1.2 Employment of Assistants. Contractor may, at its own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement.

Article 2. Compensation

- 2.1 Compensation. Client shall pay Contractor a monthly fee of \$5,000 at the beginning of each month. Should the amount of billed time exceed this retainer fee, Contractor may bill for services rendered above the fee amount so long as the total amount billed for the 12-month period does not exceed \$80,000. Unless otherwise terminated as provided in Article 4, this Agreement shall continue in force until the services provided for herein have been fully and completely performed through June 2020. Attached is Contractor’s rate sheet.
- 2.2 Reimbursement for Expenses. Client shall reimburse Contractor for actual, reasonable out-of-pocket expenses (“OOPs”) incurred in Contractor’s performance of this Agreement, including, but not limited to, expenses for delivery services, external printing, filing fees, pay-for-use databases, travel outside of the Sacramento region, and parking.
- 2.3 Payment and Submission of Invoices. Contractor will submit invoices to Client for the monthly retainer fee in advance of each month and for OOPs after they have been incurred with original back-up receipts. Contractor shall receive payment for the monthly retainer and OOPs within thirty (30) days upon receipt of the invoice.

- 2.4 Termination of Services. If Client terminates this Agreement, Client will compensate Contractor in accordance with its terms and provisions, including Article 4.1 for its services through the date of cancellation or discontinuance of services, and will indemnify Contractor as provided in Article 5.1.

Article 3. Obligations of Contractor

- 3.1 Tools and Instrumentalities. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.
- 3.2 Confidentiality. Contractor will use its commercially reasonable best efforts to safeguard the confidentiality of all proprietary and other confidential information and materials provided by Client. Contractor will not, without the express permission of Client, disseminate any such information or otherwise disclose to any outside party the content or substance of any communications, materials, or information prepared by Contractor in connection with this Agreement, except as required by law.
- 3.3 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of Client.
- 3.4 Changes or Modifications. Contractor may not change or modify the terms of this Agreement without the prior written consent of Client.

Article 4. Termination of Agreement

- 4.1 Termination, Cancellation or Discontinuance of Services Upon Notice. Either party has the right to terminate this Agreement at any time by giving thirty (30) days' written notice to the other party. Upon written notice, Client will also have the right to cancel or stop any and all plans, schedules or work in progress under this Agreement; and, in such event, Contractor will promptly take proper steps to carry out such instructions. In the case of termination of services, Client shall (i) pay Contractor, in accordance with the terms and provisions of this Agreement, any and all proper fees or charges earned and incurred by Contractor in connection with such work up to the time of its cancellation or discontinuance; and (ii) indemnify Contractor for all claims and actions by third parties for damages in consequence of Contractor's carrying out Client's instructions, except for claims or actions that result from Contractor's negligence or willful misconduct or that of its employees.

- 4.2 Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of (i) bankruptcy or insolvency of Contractor; (ii) sale of the business of Contractor; or (iii) assignment of this Agreement by Contractor without the express written consent of Client.

Article 5. General Provisions

- 5.1 General Indemnification. Client will indemnify Contractor and its present or former employees against any loss or expense (including attorneys' fees) which they may incur as the result of any claim, suit or proceeding made or brought against Contractor or its employees, or in which Contractor or its employees are asked to participate, based upon any materials they prepare, publish or disseminate for Client based upon information provided or approved by Client prior to its dissemination, production or publication, as well as any claim or suit arising out of the nature or use of Client's products or Contractor's relationship with Client, except for losses or expenses that result from Contractor's negligence or willful misconduct or that of its employees.
- 5.2 Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 5.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 5.4 Arbitration. Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The parties will each appoint one person to hear and determine the dispute and if they are unable to agree, then the two persons so chosen will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in such proportions as the arbitrators decide.

5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement as of the above-referenced date.

AGREED TO AND ACCEPTED:

Sacramento Metropolitan Fire District

**Hermocillo-Azevedo Strategic
Communications LLC**

Signed: _____

Signed: _____

By: _____

By: _____

Title: _____

Title: _____



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 27, 2019
TO: Board of Directors
SUBJECT: Notice of Award – RFB 19-06 Multi-Site Flooring Project

BACKGROUND

In 2018, the Sacramento Metropolitan Fire District's Facilities Division identified a need for the replacement of flooring at several stations. After identifying the need, the Facilities team researched products by meeting with flooring manufactures and suppliers in order to identify the best, most universal and durable flooring options to fit the needs of our stations. The flooring replacement project will replace existing flooring at seven (7) fire stations with laminate plank flooring, sheet vinyl, and high-density walk-off mats. The new flooring material will mitigate risk of exposure to contaminants for personnel and is a more durable and easy to maintain flooring material. In addition to replacing flooring, walk-off mats will also be installed in transition zones (entrances into living areas from the apparatus bay) to further mitigate risk of exposure.

DISCUSSION

Staff issued Request for Bid (RFB) 19-06 Multi-Site Flooring Project on April 26, 2019 and, per the District's Purchasing and Contracting Policy, the RFB was publically advertised on Public Purchase, the Sacramento Regional Builders Exchange, the North Coast Builders Exchange, and Dodge Data and Analytics. A mandatory job walk was conducted on May 14, 2019 and was attended by two (2) vendors. Based on questions at the job walk, RFB 19-06 Amendment 1 was issued on May 15, 2019. One of the vendors that attended the job walk was subsequently disqualified as they did not possess the appropriate license as outlined in the RFB.

A public bid opening was conducted on May 24, 2019 and one (1) qualified bid was received from Dynamic Commercial Flooring Systems, Inc. in the amount of \$186,450.

FISCAL IMPACT

The proposed bid award shall not exceed \$186,450 and has already been budgeted in the FY2019/20 Preliminary Budget that was approved by the Board of Directors on June 13, 2019.

RECOMMENDATION

Staff recommends approving the bid award to Dynamic Commercial Flooring Systems, Inc. in the amount of \$186,450.

Submitted by:

Mark Jones
Logistics/Purchasing Manager



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: June 27, 2019
TO: Board or Directors
SUBJECT: Revision of Board Policy
Policy 01.005.02 - Workplace Harassment

TOPIC

Adopt the proposed changes to the current 01.005.02 Board Policy regarding Workplace Harassment.

DISCUSSION

The current Board Policy, 01.005.02 Workplace Harassment Policy was approved by the Board on July 13, 2017. This policy was reviewed by the Human Resources Division, and new language has been added to address legal updates. The original policy and the newly revised policy are attached for your review.

RECOMMENDATION

Recommend the full Board approve the revised Workplace Harassment Policy.

Submitted By:

Approved By:

Leslie Miller
Human Resources Specialist

Greg Casentini
Deputy Chief, Administration



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, JUNE 27, 2019

Consent Item # 4

Workplace Harassment Track Changes Version

Sacramento Metropolitan Fire District

BOARD POLICY

POLICY TITLE: Workplace Harassment

OVERSIGHT: Administration

POLICY NUMBER: 01.005.032 EFFECTIVE DATE: 04/21/93 REVIEW DATE: 06/13/19 07/13/17

Background

The Sacramento Metropolitan Fire District (District) is committed to maintaining a work environment for all employees that is free of all forms of harassment, including sexual harassment. Discriminatory harassment based upon race, color, religious creed, religion, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, sex, or national origin is unlawful under the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, -Further including amendments to ~~that the law, and protection~~ under California's Fair Employment and Housing Act, ~~have expanded unlawful discrimination to include age, veteran status, denial of family and medical care leave, mental and physical disability (including HIV and AIDS), marital status, medical condition (cancer and genetic characteristics), or sexual orientation.~~

Purpose

To create and maintain a work environment free from any conduct which falls under the definition of workplace harassment and discrimination. The District is committed to educating employees through training, orientation and literature, ~~and, revising the workplace harassment policy as required.~~

Scope

This policy applies to all employees and/or individuals in any District workplace or worksite location, or persons providing services to the District.

Definitions

1. **Workplace Harassment:** Any form of unwanted or unwelcomed behavior ranging from unpleasant remarks to physical violence.
2. **Workplace Discrimination:** Any form of unwanted or unwelcomed behavior based upon race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, ~~denial of family and medical care leave, mental and physical disability (including HIV and AIDS), marital status, medical condition (cancer and genetic characteristics), or sexual orientation.~~
3. **Sexual Harassment:** Any form of unwanted or unwelcomed sexual advances, requests for sexual favors, and other visual, ~~-verbal or physical conduct of a~~

sexual nature. There are two types of sexual harassment: quid pro quo and hostile work environment.

4. **Quid Pro Quo (this for that) Harassment:** A form of unlawful sexual discrimination that occurs when a person with the power to influence an employment decision or condition seeks a sexual favor in return for a positive outcome. Quid pro quo harassment occurs when submission to or rejection of such conduct by an individual is used as the basis for employment decisions.
5. **Hostile Work Environment:** Any unwelcomed or unsolicited speech that unreasonably interferes with an individual's work, or has the effect of creating an intimidating, hostile or offensive working environment. It is conduct that both a reasonable person would find hostile or abusive and the person who is the object of the harassment perceives to be hostile or abusive.
6. **Retaliation:** Conduct causing any interference, coercion, restraint or reprisal against a person complaining of harassment or participating in the resolution of a complaint.

Policy

1. The District shall comply with state and federal laws regarding unlawful harassment, discrimination, and retaliation.
2. Employees will not engage in workplace harassment as defined in this policy.
3. The work environment will remain free from unlawful discrimination, sexual harassment, and intimidation, including but not limited to, visual, verbal and physical harassment.
4. Unwelcome sexual advances, requests for sexual favors, and other visual, verbal or physical conduct of a sexual nature constitute sexual harassment when submission to such conduct:
 - a. either explicitly or implicitly is a term or condition of employment status, or the basis for employment decisions.
 - b. has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
5. Inappropriate conduct between a non-employee and an employee may also constitute workplace harassment.
6. Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

Procedures

1. It is the responsibility of each employee to conduct ~~him or herself~~ themselves in such a manner as to contribute to an environment free of workplace harassment.
2. Employees have a duty to report unlawful discrimination and/or workplace harassment to their chain of command or the Human Resources Division.
3. Employees performing in any type of management capacity have a special responsibility to administer this policy, and must take the lead role in preventing and/or correcting identifiable instances of unlawful discrimination and/or workplace harassment.
4. Managers are responsible for counseling employees, when appropriate, to prevent and/or correct workplace harassment.
5. All supervisory personnel shall take at least two hours of interactive training, and at least one hour of interactive training for nonsupervisory employees in any two year period in Workplace Harassment, including but not limited to the following areas:
 - a. Definition of workplace harassment
 - b. Unlawful discrimination
 - c. Obligation to promptly investigate any report of unlawful discrimination
 - d. Confidentiality
 - e. Applicable federal, California state and local laws
 - f. District policy on workplace harassment and retaliation
 - g. Harassment prevention and correction
 - h. Remedies available to victims
 - i. Appropriate disciplinary actions
6. All employees shall be provided training in the following areas:
 - a. Definition of workplace harassment
 - b. District policy on workplace harassment and retaliation
 - c. Employee rights
 - d. How to report workplace harassment
 - e. Penalties associated with retaliation
7. The District policy for Workplace Harassment shall be discussed and distributed during new employee orientations.
8. All initial and/or refresher training on Workplace Harassment shall be coordinated between the Human Resources Division and the Training Division.

9. A hostile work environment is determined by considering all circumstances, including the frequency of the alleged harassing conduct, its severity, whether it is physically threatening or humiliating, and whether it unreasonably interferes with an employee's work performance.
10. Anyone who feels that ~~he/she~~they ~~have~~s been subjected to unlawful discrimination and/or sexual or workplace harassment has the option of utilizing either a formal or an informal resolution process as follows:
 - a. Informal options include:
 - I. Speaking directly and in confidence with the offending individual, or writing a letter asking that person to stop the objectionable behavior or conduct.
 - II. Speaking with a member of management confidentially for guidance on the problem.
 - III. Resolving the offending conduct informally with the help of a third party who does not have a supervisory or management position, such as a peer.
 - b. Formal options include:
 - I. Reporting perceived violations to the chain of command.
 - II. If the offender is within the chain of command, perceived violations should be reported to the Human Resources Division.
 - III. Reporting perceived violations using the Unlawful Discrimination Hotline at (916) 202-1835.
11. The District shall promptly, confidentially, and impartially investigate any complaints of workplace harassment or retaliation.
12. Any interference, coercion, or intentional misrepresentation during an investigation process shall be grounds for disciplinary action, up to and including, termination of employment.
13. The District will keep the complainant, and any subject of the complaint apprised of the investigation into the allegations. Upon completion of the harassment investigation the District will provide, as allowed by law, notice of its findings within a reasonable time period of completion, and provide an opportunity to the complainant to meet with the District and discuss those findings.
14. Any form of retaliation against an employee complaining of workplace harassment will not be tolerated. Such actions violate this policy, and will result in appropriate disciplinary action, up to and including, termination of employment.

References

1. California Fair Employment and Housing Act
2. Title VII of the Civil Rights Act of 1964
3. Age Discrimination Act of 1967 (ADEA)
4. Americans with Disabilities Act of 1990
5. Genetic Information Nondiscrimination Act of 2008
- 2-6. Government Code 12950, relating to employment



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, JUNE 27, 2019

Consent Item # 4

Workplace Harassment Final Version

Sacramento Metropolitan Fire District

BOARD POLICY

POLICY TITLE: Workplace Harassment

OVERSIGHT: Administration

POLICY NUMBER: 01.005.03

EFFECTIVE DATE: 04/21/93

REVIEW DATE:

06/13/19

Background

The Sacramento Metropolitan Fire District (District) is committed to maintaining a work environment for all employees that is free of all forms of harassment, including sexual harassment. Discriminatory harassment based upon race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, is unlawful under the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, including amendments to the law under California's Fair Employment and Housing Act.

Purpose

To create and maintain a work environment free from any conduct which falls under the definition of workplace harassment and discrimination. The District is committed to educating employees through training, orientation and literature.

Scope

This policy applies to all employees and/or individuals in any District workplace or worksite location, or persons providing services to the District.

Definitions

1. **Workplace Harassment:** Any form of unwanted or unwelcomed behavior ranging from unpleasant remarks to physical violence.
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3. **Sexual Harassment:** Any form of unwanted or unwelcomed sexual advances, requests for sexual favors, visual, verbal or physical conduct of a sexual nature. There are two types of sexual harassment: quid pro quo and hostile work environment.
4. **Quid Pro Quo (this for that) Harassment:** A form of unlawful sexual discrimination that occurs when a person with the power to influence an employment decision or condition seeks a sexual favor in return for a positive outcome. Quid pro quo harassment occurs when submission to or rejection of such conduct by an individual is used as the basis for employment decisions.

5. **Hostile Work Environment:** Any unwelcomed or unsolicited speech that unreasonably interferes with an individual's work, or has the effect of creating an intimidating, hostile or offensive working environment. It is conduct that both a reasonable person would find hostile or abusive and the person who is the object of the harassment perceives to be hostile or abusive.
6. **Retaliation:** Conduct causing any interference, coercion, restraint or reprisal against a person complaining of harassment or participating in the resolution of a complaint.

Policy

1. The District shall comply with state and federal laws regarding unlawful harassment, discrimination, and retaliation.
2. Employees will not engage in workplace harassment as defined in this policy.
3. The work environment will remain free from unlawful discrimination, sexual harassment, and intimidation, including but not limited to, visual, verbal and physical harassment.
4. Unwelcome sexual advances, requests for sexual favors, and other visual, verbal or physical conduct of a sexual nature constitute sexual harassment when submission to such conduct:
 - a. either explicitly or implicitly is a term or condition of employment status, or the basis for employment decisions.
 - b. has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
5. Inappropriate conduct between a non-employee and an employee may also constitute workplace harassment.
6. Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

Procedures

1. It is the responsibility of each employee to conduct themselves in such a manner as to contribute to an environment free of workplace harassment.
2. Employees have a duty to report unlawful discrimination and/or workplace harassment to their chain of command or the Human Resources Division.
3. Employees performing in any type of management capacity have a special responsibility to administer this policy, and must take the lead role in preventing

- and/or correcting identifiable instances of unlawful discrimination and/or workplace harassment.
4. Managers are responsible for counseling employees, when appropriate, to prevent and/or correct workplace harassment.
 5. All supervisory personnel shall take at least two hours of interactive training, and at least one hour of interactive training for nonsupervisory employees in any two year period in Workplace Harassment, including but not limited to the following areas:
 - a. Definition of workplace harassment
 - b. Unlawful discrimination
 - c. Obligation to promptly investigate any report of unlawful discrimination
 - d. Confidentiality
 - e. Applicable federal, California state and local laws
 - f. District policy on workplace harassment and retaliation
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 6. All employees shall be provided training in the following areas:
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 - c. Employee rights
 - d. How to report workplace harassment
 - e. Penalties associated with retaliation
 7. The District policy for Workplace Harassment shall be discussed and distributed during new employee orientations.
 8. All initial and/or refresher training on Workplace Harassment shall be coordinated between the Human Resources Division and the Training Division.
 9. A hostile work environment is determined by considering all circumstances, including the frequency of the alleged harassing conduct, its severity, whether it is physically threatening or humiliating, and whether it unreasonably interferes with an employee's work performance.
 10. Anyone who feels that they have been subjected to unlawful discrimination and/or sexual or workplace harassment has the option of utilizing either a formal or an informal resolution process as follows:

- a. Informal options include:
 - I. Speaking directly and in confidence with the offending individual, or writing a letter asking that person to stop the objectionable behavior or conduct.
 - II. Speaking with a member of management confidentially for guidance on the problem.
 - III. Resolving the offending conduct informally with the help of a third party who does not have a supervisory or management position, such as a peer.
 - b. Formal options include:
 - I. Reporting perceived violations to the chain of command.
 - II. If the offender is within the chain of command, perceived violations should be reported to the Human Resources Division.
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 13. The District will keep the complainant, and any subject of the complaint apprised of the investigation into the allegations. Upon completion of the harassment investigation the District will provide, as allowed by law, notice of its findings within a reasonable time period of completion, and provide an opportunity to the complainant to meet with the District and discuss those findings.
 14. Any form of retaliation against an employee complaining of workplace harassment will not be tolerated. Such actions violate this policy, and will result in appropriate disciplinary action, up to and including, termination of employment.

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1. California Fair Employment and Housing Act
2. Title VII of the Civil Rights Act of 1964
3. Age Discrimination Act of 1967 (ADEA)
4. Americans with Disabilities Act of 1990

5. Genetic Information Nondiscrimination Act of 2008
6. Government Code 12950, relating to employment



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 27, 2019
TO: Board of Directors
SUBJECT: FY2018 State Homeland Security Grant Program (SHSGP) Award

BACKGROUND

On October 19, 2017, Metro Fire submitted two (2) applications for funding totaling \$211,728 to the Sacramento County Office of Emergency Services (SacOES) under the FY2018 State Homeland Security Grant Program (SHSGP).

The first request, in the amount of \$87,400, was for the purchase of twenty (20) sets of Level III Ballistic Protective Equipment (BPE) to replace obsolete equipment. The requested BPE is needed to provide critical protection for Metro Fire's regional Tactical Emergency Medical Service (TEMS) team and Arson/Bomb Task Force, is required for incident response, and is necessary in order to maintain compliance with Peace Officer Standards and Training (POST) requirements and provide a standard of safety for our TEMS and Arson/Bomb members.

The second request, in the amount of \$124,328, was for the purchase of equipment and supplies for the implementation of a Flood Response Boat Program that would provide rescue and evacuation capabilities in the event of a major flood incident. The request included funding for the purchase of eight (8) aluminum flood response boats, water rescue PPE, related water rescue supplies, and two (2) enclosed portable trailers for storage of boats and supplies.

DISCUSSION

Metro Fire received a notification of award from SacOES on May 30, 2019 in the amount of \$149,564. The request for BPE has been fully funded in the amount of \$87,400. The request for Flood Response Equipment was scaled down by half, resulting in an award of \$62,164.

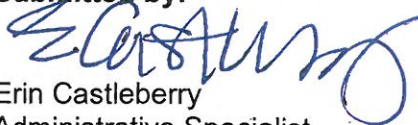
FISCAL IMPACT

Grant funding in the amount of \$149,564 will be added to the FY2019/20 budget. There is no match requirement.

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 STATE HOMELAND SECURITY 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 State Homeland Security Grant Program (SHSGP) application totaling \$87,400 for the purchase of 20 sets of Level III Ballistic Protective Equipment (BPE) as well as an application totaling \$124,328 for the purchase of equipment and supplies for a Flood Response Boat Program; and

WHEREAS, Metro Fire received an award notification on May 30, 2019 in the amount of \$149,564 to fully fund the BPE project and to fund the Flood Response Boat Program at 50%.

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 \$149,564 from the FY2018 State Homeland Security Grant Program.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the agreement with the County of Sacramento and further, authorizes the Fire Chief or his designee to execute the required and necessary documents to administer the funds awarded.

PASSED AND APPROVED this 27th day of June, 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

RESOLUTION NO. 2019-___

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

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

WHEREAS, the Sacramento Metropolitan Fire District has accepted FY2018 State Homeland Security Grant (SHSGP) funding in the amount of \$149,564; and

WHEREAS, on June 13, 2019, the Sacramento Metropolitan Fire District adopted the Preliminary 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 Preliminary Budget for the Grants Fund 212G for the Fiscal Year 2019/20 will be and is hereby further amended in accordance with the following:

		FUND	COST		BUDGET
ACCOUNT	FUND	CENTER	CENTER	ACCOUNT CATEGORY	INCREASE/ (DECREASE)
20223200	212G	2126000	21260000000	SUPPLIES	\$104,056
43430300	212G	2126000	21260000000	EQUIPMENT	\$45,508
95953100	212G	2126000	21260000000	AID/OTHER LOCAL GOV'T	(\$149,564)

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 27th day of June, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District:

Attested by:

President, Board of Directors

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: June 24, 2019
TO: Board of Directors
SUBJECT: Amendment to Agreement for Ambulance Transport Services

TOPIC

Staff seeks the Board of Directors approval of an amendment to the agreement for ambulance transport services provided by American Medical Response (AMR).

SUMMARY

Metro Fire (District) and AMR entered into an agreement for ambulance transport services in March of 2005. In December of 2016, the parties amended the agreement to include four (4) twelve (12) hour ambulances that would operate within the service area of Metro Fire and the region. Under the December 2016 agreement, the District pays AMR based on the number of unit hours operated, and bills for the transports based on its ambulance transport fee schedule. This agreement had been extended for one year in December of 2017 and then extended again for six months, expiring June 30, 2019.

DISCUSSION

Staff is seeking a twelve (12) month extension of the existing AMR agreement with an expiration date of June 30, 2020.

FISCAL IMPACT

Under the current agreement, the District compensates AMR at a base rate of \$125.71 per unit hour provided up to 2,165 transports in a period of four successive months. In the new extension period, the District would compensate AMR at a base rate of \$142.81 per unit hour provided up to 2,289 transports in a period of four successive months. Funding for ambulance transport service was included in the FY 2019/20 budget.

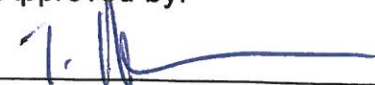
RECOMMENDATION

Staff recommends that the Board of Directors approve the fourth amendment to the agreement for ambulance transport services with American Medical Response for a period of twelve (12) months, from July 1, 2019 to June 30, 2020.

Submitted by:

Eric Bridge
Deputy Chief, Operations

Approved by:



Todd Harms
Fire Chief

Fourth Amendment to Agreement for Ambulance Services

THIS FOURTH AMENDMENT to Agreement for Ambulance Services ("Amendment") is made between the Sacramento Metropolitan Fire District ("SMFD") and the American Medical Response West ("AMR"), also collectively referred to herein as the Parties. This Amendment is effective as of the Commencement Date as described in Schedule "A".

WHEREAS, SMFD needs ambulance providers to provide coverage and emergency and non-emergency medical transportation to patients within Sacramento County from time-to-time; and

WHEREAS, SMFD wishes to retain AMR to perform certain tasks in furtherance of this effort as set forth in this Amendment; and

WHEREAS, AMR wishes to perform, and is capable of performing such tasks upon request by SMFD; and;

WHEREAS, the Parties wish to amend their February 1, 2005 Agreement for Ambulance Service as amended from time-to-time (collectively "Agreement"); and

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to all terms and conditions set forth in the Amendment dated December 1, 2016 except as specifically modified and amended below and in the attached Schedules "A" and "B", the parties hereto agree as follows:

- 1. Term.** The Amendment shall be extended for a period of twelve (12) months, commencing on the Commencement Date set out in Schedule "A" hereof. Not later than thirty (30) days prior to the expiration of the extended term, the Parties may agree in writing to extend the term of this Amendment upon the same terms set forth herein or upon such other terms as the Parties may agree. Should the Parties not agree in writing to an extension of the term of the Amendment, the Amendment shall terminate on June 30, 2020.

American Medical Response West

DocuSigned by:
 By Edward Van Horne Date 6/24/2019
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 Edward Van Horne Chief Operating Officer

Sacramento Metropolitan Fire District

By _____ Date _____

SCHEDULE "A"

I. Services:

AMR shall provide the following transportation services (the "Services"):

"Advanced Life Support" or "ALS";

"Basic Life Support" or "BLS";

"Specialty/Critical Care Transportation" or "SCT" or "CCT" or Neonatal Transportations;

Upon completion of a patient contact for all Services, AMR shall complete a patient care report or "PCR" and electronically forward the PCR to SMFD's billing contractor in a manner that will facilitate accurate billing of the services provided.

II. Service Area:

Service shall be provided in and around Sacramento County and in other locations as may be agreed upon by the Parties.

III. Unit Hours

AMR shall provide the equivalent of 17,520 annual Unit Hours, or approximately 1,460 Unit Hours per month. SMFD shall only be responsible to pay AMR for Unit Hours actually provided and shall not be responsible to pay AMR for Unit hours exceeding 1,490 for any month unless advance written notice is provided by AMR and approved by SMFD.

IV. Commencement Date

The Commencement Date referred to in Section 3 of this Amendment shall be: July 1, 2019.

SCHEDULE "B" **DEFINITIONS**

For purposes of calculation of the payment rate, the following terms shall have the following meaning:

"Transport" means delivery of a Patient to a hospital.

"Unit Hour" means the time on an hourly basis that ambulance units provided by AMR are staffed and otherwise available to provide Patient Transports.

"Base Rate" means the rate payable per Unit Hour for up to 2,289 Transports in a period of four successive months preceding Reconciliation, which rate shall be set at \$142.81 per Unit Hour.

"Tier 1 Rate" means the Retroactive Rate payable per Unit Hour when Transports exceed 2,290 Transports in a period of four successive months preceding Reconciliation, which rate shall be set at \$144.11 per Unit Hour.

"Retroactive Rate" means the rate payable per Unit Hour determined through Reconciliation that shall be applied to all Unit Hours provided by AMR in the four (4) month period preceding the Reconciliation.

"Reconciliation" means a review of the total number of Transports provided by AMR in a period of four successive months immediately preceding the Reconciliation to determine whether a Retroactive Rate should be applied to the total number of Unit Hours provided by AMR in the successive four month period. Where Reconciliation establishes that AMR has exceeded the number of Transports covered by the Base Rate (up to 2,289 Transports) for the four month period, SMFD shall pay the difference between the applicable Retroactive Rate and the Base Rate for all Unit Hours for the four month period preceding the Reconciliation. Where Reconciliation establishes that the Transports provided by AMR do not exceed 2,289 Transports in the four successive months preceding the Reconciliation, only the Base Rate shall be applied, and no Reconciliation payment shall be made.

PAYMENT RATES

SMFD shall pay AMR for all Unit Hours invoiced on a monthly basis at the Base Rate \$142.81.

At the end of every successive four month period, SMFD shall engage in Reconciliation and shall pay AMR, within ninety (90) days of completion of Reconciliation, the difference between the appropriate Retroactive Rate and the Base Rate in the event that Reconciliation establishes that AMR has provided a number of Transports that exceeds the number of Transports covered by the Base Rate.

If the number of Transports provided in the successive four month period preceding Reconciliation exceeds the number of Transports covered by the Base Rate, SMFD shall adjust the rate payable for all Unit Hours provided in the four month period to the applicable Retroactive Rate as follows:

Tier 1 Rate – exceeds 2,290 Transports

It is understood by the parties that the Transport numbers identified in this Schedule “B” are predicated on the annual unit hours identified in Schedule “A” and that any agreement by the parties to adjust the number of Unit Hours would also result in a corresponding adjustment to the Transport numbers associated with each rate.