



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, May 28, 2020 – 6:00 PM

Held Remotely Via Zoom

Phone: (669) 900-6833

Webinar ID: 998 5000 4741 #

Password: 042719 #

Jennifer Sheetz
Board President
Division 5

Matt Kelly
Board Vice President
Division 7

Cynthia Saylor
Board Secretary
Division 1

Grant Goold
Board Member
Division 2

Randy Orzalli
Board Member
Division 3

Ted Wood
Board Member
Division 4

D'Elman Clark
Board Member
Division 6

Gay Jones
Board Member
Division 8

Walt White
Board Member
Division 9

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

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

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

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available via Zoom at the phone number listed above.

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

Melissa Penilla
Board Clerk
(916) 859-4305

Penilla.melissa@metrofire.ca.gov

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

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, MAY 28, 2020

CALL TO ORDER

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Sunday, May 31st at 9:00 am and Monday, June 1st at 6:00 pm on Channel 14; Webcast at www.sacmetroable.tv.

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

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

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

CONSENT ITEMS

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

	<u>Page No.</u>
CONSENT ITEMS	
1. Action Summary Minutes Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of May 14, 2020.	5
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, 2020.	10
3. Resolution – Extending Proclamation of a Local Emergency Regarding Novel Coronavirus (COVID-19) Recommendation: Adopt a resolution extending the proclamation of a local emergency.	15
4. Designation of Authorized Agent with FEMA and Cal OES Recommendation: Adopt a resolution designating an authorized agent with FEMA and Cal OES.	16
ACTION ITEMS	
1. Contract Extension – Dyncorp – Aircraft Support (Assistant Chief Greene) Recommendation: Authorize the Deputy Chief of Operations to execute the contract extension with Dyncorp International, LLC.	20



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REGULAR BOARD MEETING AGENDA

THURSDAY, MAY 28, 2020

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

3. **Industrial Disability Retirement – Engineer Rebecca Cordova** **
Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Engineer Rebecca Cordova has suffered job related injuries and direct staff to work with Engineer Cordova through her Industrial Disability Retirement process with CalPERS.

REPORTS

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

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** – (*President Sheetz*)
Next Meeting: TBD

 - B. **Communications Center JPA** – (*DC Shannon*)
Report Out: Special Meeting – May 18, 2020 at 10:00 AM
Report Out: Regular Meeting – May 26, 2020 at 9:00 AM
Next Meeting: June 9, 2020 at 9:00 AM

 - C. **California Fire & Rescue Training JPA** – (*DC Shannon*)
Next Meeting: June 18, 2020 at 4:00 PM

 - D. **Finance and Audit Committee** – (*Director Orzalli*)
Report Out: May 28, 2020 at 5:00 PM
Next Meeting: TBD

 - E. **Policy Committee** – (*Director Goold*)
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, MAY 28, 2020

CLOSED SESSION

1. **Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Workers Compensation Settlement Authority.**
Todd Stafinbil and the Sacramento Metropolitan Fire District
Claim # SMDO – 549597; SMDO - 549496 – Workers Compensation Settlement Authority – Colin Conner of Lenahan, Lee, Slater, Pearse & Majernik, LLP
2. **Pursuant to California Government Code Section 54956.9 (a) – one (1) matter of Workers Compensation Compromise and Release.**
Frank Lima Jr. and the Sacramento Metropolitan Fire District
Claim # SMDN – 549271; SMDH – 549665; SMDM – 548727; SMDM – 549682; SMDM – 548813; SMDN - 550035 – Workers Compensation Settlement Authority
Jessica Valenti of Lenahan, Lee, Slater, Pearse & Majernik, LLP
3. **Pursuant to California Government Code Section 54956.9 (a) – two (2) matters of Industrial Disability Retirement.**
 - A. Todd Stafinbil and the Sacramento Metropolitan Fire District
Claim # SMDO – 549597; SMDO – 549496 – Industrial Disability Retirement
Deputy Chief Gregory Casentini
 - B. Rebecca Cordova and the Sacramento Metropolitan Fire District
Claim # SMET – 549903 – Industrial Disability Retirement
Deputy Chief Gregory Casentini

ADJOURNMENT

NEXT BOARD MEETING(S):

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

- Next Board Meeting – June 11, 2020 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: Preliminary Budget FY 2020/2021

Posted on May 22, 2020

Melissa Penilla

Melissa Penilla, Clerk of the Board

* No written report

** **FRF** 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, May 14, 2020

Held Remotely Via Zoom

Phone: (669) 900-6833

Webinar ID: 941 4360 4626 #, Password: 978913 #

CALL TO ORDER

The meeting was called to order at 6:00 pm by President Sheetz. Board members present: Clark, Goold, Jones, Kelly, Orzalli, Saylor, Sheetz, White, and Wood. Board members absent: None. Staff present: Chief Harms, General Counsel Lavra, and Clerk Penilla.

PUBLIC COMMENT:

CONSENT ITEMS

Action: Moved by Wood, seconded by Jones, 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 Special Board meeting of April 23, 2020.

Action: Approved Action Summary Minutes.

2. **Surplus Vehicle Designation**

Recommendation: Adopt a Resolution establishing a list of surplus vehicles and sell or donate the vehicles as deemed appropriate by the Fire Chief.

Action: Adopted Resolution No. 2020-018.

3. **General District Election – November 3, 2020**

Recommendation: Adopt a Resolution calling the November 3, 2020 General District Election, requesting consolidation of this election with the Presidential General Election, and requesting that Sacramento County provide election services for this election.

Action: Adopted Resolution No. 2020-019.

ACTION ITEMS

1. **Industrial Disability Retirement – Battalion Chief Daniel Baker**

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

Action: Moved by Kelly, seconded by White, and carried unanimously by members present to adopt Resolution No. 2020-020.

2. **Industrial Disability Retirement – Engineer Anthony Fink**

Recommendation: After discussion in Closed Session, consider adopting a Resolution finding retired Engineer Fink has not suffered job related injuries and direct staff to work

with retired Engineer Fink through his Industrial Disability Retirement process with CalPERS.

Action: Moved by Clark, seconded by Kelly, and carried unanimously by members present to adopt Resolution No. 2020-021.

REPORTS

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

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

Recruitment

Facilities Manager Final Filing Date June 12th, by 4:00 PM. This recruitment is open because George Gravin is retiring at the end of the year.

Retirement

Effective May 1st, GIS Specialist II Denis Murray – 17 years of service

Meetings

May Chief Forums are taking place via Zoom. There have been four sessions held thus far, two sessions per shift, and we are covering several questions submitted from members.

5/6, Rancho Cordova 2x2 Meeting. Had a productive meeting via Zoom, and discussed the weed abatement process, COVID-19, Mobile Integrated Health, 2018-2019 response stats and specifically Rancho Cordova Stats.

May 5th and May 14th Executive Staff met to go over the Preliminary Budget for FY 2020/21. We will be presenting this to the Finance and Audit Committee on May 28th.

Strategic Plan Update

Chief Harms gave an update on progress made related to the current strategic plan.

- People of Metro Fire – Culture – Communication to all members through Chief Forums
- People of Metro Fire – Professional Development Program – Four video segments on Wildland, adapted to video due to Covid-19
- People of Metro Fire – Health and Well-Being – Physicals for drivers and Hazmat are resuming
- Service Delivery – Administration Coordination – Back-up site for Dispatch Center
- Capital Assets – Real Property – Station 68 planning is underway, working within budget, anticipate ground breaking in August with a completion date sometime during the end of 2021.

Federal Leave Use Update

DC Casentini provides an update on the federal leave use related to Covid-19. So far four employees, who are unable to work in the office or from home, have used emergency paid sick leave equating to approximately 200 hours each. Additionally, four firefighters have applied for the hardship leave that was approved at the last Board Meeting, no one has met the requirements, as we are using catastrophic leave as a template.

OPERATIONS REPORT

DC Bridge reports out for Operations. Members are healthy and beginning to schedule training for perishable skills with safe practices in place. They are eager to participate in refresher courses in boat rescue on the American River, as we see people beginning to use the river as a way to get outdoors. Wildland season has kicked off, the dozer is staffed and operational as of Monday, and the helicopter will be ready on June 1st. He also shares that strike teams are gearing up, keeping in mind best practices for base camps.

Captain Perryman and the MIH Program has 2 Metro Units in service, they saw 93 patients yesterday. As of April 1st they have seen over 1,000 patients with 10% of them testing positive for Covid-19. DC Bridge is happy to report the PPE is working, as no one working on those units have tested positive.

Giving a snapshot on call volume, we are receiving about 220 calls per day, and increasing approximately 7% per day as we move toward our normal call volume. Transportation rates remain low, as people are nervous about going to the hospital. Engine 53 and Medic 24 are receiving about 18 calls per day.

Director Jones asks about the MIH and if plans are underway to transition the unit to the original concept when Covid-19 winds down. Will we be able to carry on the momentum of using the unit for the pandemic? DC Bridge assures the Board with confidence and excitement being high, they are looking to move forward with all stakeholders.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:

Captain McGoldrick shares that the Firefighters Burn Institute received \$53,000 during the Big Day of Giving, this was partly due to the transfer of funds from having to cancel planned events. He welcomes Director White, and he congratulates Captain Jeremy Crawford on his recent selection to Director of 522 Member Services.

4. COMMITTEE AND DELEGATE REPORTS

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

A. Executive Committee – (President Sheetz)

Next Meeting: TBD

B. Communications Center JPA – (DC Shannon)

Report Out: May 12, 2020 at 9:00 AM

DC Shannon shares the Dispatcher Academy is currently in week 2 of 10 and holding steady. The JPA is also completely moved out of the Gold Canal location.

Next Meeting: May 26, 2020 at 9:00 AM

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

DC Shannon shares the JPA is moved into the Gold Canal location, and currently scheduling trainings.

Next Meeting: June 18, 2020 at 4:00 PM

D. Finance and Audit Committee – (Director Orzalli)

Next Meeting: May 28, 2020 at 5:00 PM

- E. **Policy Committee** – (Director Goold)
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

Director Goold thanks President Sheetz for dealing with the technology challenges and moving to Zoom.

Director Orzalli welcomes Director White. He thanks AC Greene for coordinating donated meals to the EOT, and commends Crisp Catering for their participation in delivering meals to emergency responders.

Director Clark urges people to follow the protocols and listen to the scientists, not the politicians.

Director Jones participated in one Chief's Forum so far, and thanks Jill for the coordination. She thanks Fire Marshal Barsdale and DC Casentini for working with her and a concerned constituent. She also participated in the Rancho Cordova 2X2 which was very productive.

Director White thanks everyone for welcoming him. He thanks Captain Perryman for his diligent work on the MIH Program, and Cristy Jorgensen for her efforts in assisting him obtain a Safer Grant. He shares a personal incident that took place on February 23rd, and thanks the crew for their assistance and quick action that day, Captain Novotny, Engineer Alexander, and Firefighter Shokur. He also thanked BC Wegener and BC Graf for visiting him in the hospital. Lastly, he thanks the men and women for their work day in and day out.

Director Saylor thanks Director White for sharing his story and thanks everyone for joining the meeting.

Director Kelly thanks everyone who donated to The Big Day of Giving on his behalf to ALS. He is happy to see the MIH program working so well.

Director Sheetz welcomes Director White, and reminds everyone to be diligent and stay safe.

The Board convened to Closed Session at 6:33 pm.

CLOSED SESSION

1. **Pursuant to California Government Code Section 54956.9 (a) –one (1) matter of Workers Compensation Settlement Authority.**

Troy Thompson and the Sacramento Metropolitan Fire District
Claim # SMDP - 549585 – Workers Compensation Settlement Authority –
Gregory Casentini, Deputy Chief Administration

Action: On a motion by Goold, seconded by Jones, 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) – two (2) matters of Industrial Disability Retirement.**

A. Daniel Baker and the Sacramento Metropolitan Fire District
Claim # SMDK - 548693 – Industrial Disability Retirement –
Gregory Casentini, Deputy Chief Administration

Action: No action taken.

- B. Anthony Fink and the Sacramento Metropolitan Fire District
Claim # SMDQ - 549938 – Industrial Disability Retirement –
Gregory Casentini, Deputy Chief Administration
Action: No action taken.

The Board reconvened to Open Session at 6:46 pm.

ADJOURNMENT

The meeting was adjourned at 6:52 pm

Jenifer Sheetz, President

Cynthia Saylor, Secretary

Melissa Penilla, Board Clerk



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: May 28, 2020
TO: Board of Directors
SUBJECT: Medical Aid and Ambulance Transport User Fee Annual Adjustment

TOPIC

Ordinance # 2017-01 (the Ordinance), which was adopted by the Board of Directors on August 10, 2017, provides for an annual increase in the District's Medical Aid and Ambulance Transport User Fees. The effective date of the increase would be July 1, 2020.

BACKGROUND

In order to keep pace with annual cost inflation, the Ordinance specifies that the fees identified in Exhibit "A" of the Ordinance shall be adjusted annually, beginning July 1, 2018, and each July 1st thereafter, by the percentage change in the Consumer Price Index (CPI) Series Title Medical Care in the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the Medical CPI) for the twelve (12) month period ending December 31st of the preceding calendar year. The Ordinance also states that approval by the Board of Directors shall be by resolution, adopted at a regularly scheduled meeting of the Board prior to the enactment of the increase.

DISCUSSION

Based on the percentage change in the annual Medical CPI for calendar year 2019 compared to calendar year 2018, the percentage fee adjustment effective July 1, 2020 would be 2.8%. The current and recommended fees are shown in the table below:

	<u>Current</u>	<u>Recommended</u>
First Responder Fee	\$393	\$404
Treat/No Transport Fee	393	404
ALS Bundle Base Rate	\$2,125	\$2,185
BLS Bundle Base Rate	1,933	1,987
Mileage	38	39
Oxygen	157	161
Night Charge	139	143
Cardiac Monitor	122	125

FISCAL IMPACT

It is estimated that the recommended fee adjustments will result in additional District cost recovery of approximately \$600,000 during FY 2020/21.

RECOMMENDATION

In accordance with the Ordinance, staff recommends adoption of the attached resolution amending the Ambulance Fee Schedule.

Submitted by:



Amanda Thomas
Chief Financial Officer

Approved by:



Todd Harms
Fire Chief

Barbara Law
Assistant Chief, Director of EMS



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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RESOLUTION NO. 2020-_____

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING AN ADJUSTMENT TO ITS FEE SCHEDULE FOR MEDICAL AID AND AMBULANCE TRANSPORT SERVICES PROVIDED BY THE DISTRICT

WHEREAS, on August 10, 2017, the District adopted Ordinance 2017-01, an ordinance revising the fee schedule for medical aid and ambulance transport user fees; and

WHEREAS, Ordinance 2017-01 provides for annual adjustment of fees, beginning July 1, 2018 and each July 1st thereafter, based on the change in the Consumer Price Index Series Title Medical Care in the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted (the Medical CPI), subject to Board of Directors approval by resolution; and

WHEREAS, the change in the Medical CPI, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending December 31, 2019 was 2.8%; and

WHEREAS, it remains the intent of the District to provide medical aid and ambulance transport services within the District.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby approves the 2.8% increase effective July 1, 2020 in all medical aid and ambulance transport services, as set forth in the attached Exhibit "A" and directs that the fees shall be uniformly applied and collected.

PASSED AND APPROVED this 28th day of May, 2020, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board

Attachment: Exhibit A, Fee Schedule

Sacramento Metropolitan Fire District

Ambulance, Medical Aid, and Rescue Response and Related Fees

EXHIBIT "A"

	<u>Current</u>	<u>Effective July 1, 2020</u>
First Responder Fee	\$393	\$404
Treat/No Transport Fee	393	404
ALS Bundle Base Rate	\$2,125	\$2,185
BLS Bundle Base Rate	1,933	1,987
Mileage	38	39
Oxygen	157	161
Night Charge	139	143
Cardiac Monitor	122	125



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District adopted Resolution No. 2020-012 on March 19, 2020 proclaiming a local emergency and ratifying the proclamation of a local emergency by the County of Sacramento; and

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District adopted Resolution No. 2020-016 on April 23, 2020 extending the proclamation of a local emergency and ratifying the Order of the County of Sacramento dated April 7, 2020; and

WHEREAS, Resolution No. 2020-016 took effect immediately upon its adoption and is effective until the earlier of (i) the Board terminates this Resolution as soon as conditions warrant its termination, or (ii) May 29, 2020; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT DOES HERBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Extension of Resolution No. 2020-012 and Resolution No. 2020-016. The Board hereby extends Resolution No. 2020-012 and Resolution No. 2020-016 as a local emergency still exists. This extension is effective immediately upon its adoption and is effective until the earlier of (i) the Board terminates this Resolution as soon as conditions warrant its termination, or (ii) June 26, 2020.

PASSED AND APPROVED this 28th day of May, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested by:

Clerk of the Board



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: May 28, 2020
TO: Board of Directors
SUBJECT: Designation of Authorized Agent

SUMMARY

In order to be eligible to receive disaster assistance funding for the reimbursement of costs associated with the COVID-19 emergency, the Board of Directors must designate one or more Authorized Agents to engage with the Federal Emergency Management Agency (FEMA) and the State of California Governor's Office of Emergency Services (Cal OES).

DISCUSSION

For the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, Cal OES requires adoption of a resolution designating one or more Authorized Agents for the District.

Approval of the attached resolution would designate both the Fire Chief and the Chief Financial Officer as the District's Authorized Agents for the purposes of seeking disaster assistance funding.

FISCAL IMPACT

There is no fiscal impact associated with adoption of the resolution designating the District's Authorized Agents.

RECOMMENDATION

Staff recommends adopting the attached resolution.

Submitted By:



Marie Jones
Accounting Specialist

Approved By:



Todd Harms
Fire Chief



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING THE DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES, CAL OES FOR 130

THE SACRAMENTO METROPOLITAN FIRE DISTRICT DOES HEREBY RESOLVE that the Sacramento Metropolitan Fire District does hereby approve the Designation of Applicant's Agent Resolution for Non-State Agencies, Cal OES For 130, in an effort to obtain Federal Assistance for disaster related activity relative to the Presidential Declaration of a nationwide emergency pursuant to Sec. 501(b) of Stafford Act, in regard to the COVID-19 pandemic FEMA 4482DR-CA. A copy of the Designation of Applicant's Agent Resolution for Non-State Agencies, Cal OES Form 130, is attached as Exhibit "A" hereto.

The Board Clerk is authorized and directed to certify the Designation of Applicant's Agent Resolution for Non-State Agencies, Cal OES Form 130.

Dated: May 28, 2020

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested by:

Melissa Penilla, Board Clerk

I, Melissa Penilla, Board Clerk of the Sacramento Metropolitan Fire District, hereby certify that the foregoing resolution was duly passed at a regular meeting of the Board of Directors of the Sacramento metropolitan Fire District held on the 28th of May, 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Melissa Penilla, Board Clerk

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE Sacramento Metropolitan Fire District
(Governing Body) (Name of Applicant)

THAT Fire Chief, OR
(Title of Authorized Agent)

Chief Financial Officer, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Sacramento Metropolitan Fire District, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 28th day of May, 2020

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Melissa Penilla, duly appointed and Clerk of the Board of
(Name) (Title)

Sacramento Metropolitan Fire District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Sacramento Metropolitan Fire District
(Governing Body) (Name of Applicant)

on the 28th day of May, 2020.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")



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: May 28, 2020
TO: Board of Directors
SUBJECT: Extension of Metro Fire Aircraft Support Contract with DynCorp

TOPIC

Proposal to extend the service contract with DynCorp International, LLC (DynCorp) for the maintenance of Metro Fire's Bell UH-1H helicopters until June 30, 2021, with one option to renew an additional six months until December 31, 2021.

SUMMARY

The current DynCorp service contract is set to expire on June 30, 2020. The expiration of the current contract falls in the middle of wildland season, therefore, Air Operations supports a contract commencement period starting the first of the year to prevent a potential interruption in service delivery. DynCorp is willing to extend the current contract for an additional year, plus an additional six month extension, thus having a new expiration date of December 31, 2021. This extension will allow a new contract to commence on January 1, 2022, and will provide the District with the time required to issue a request for proposals from qualified vendors for a new contract.

DISCUSSION

All conditions of the original contract dated June 9, 2016 and the labor amendment approved March 14, 2019 remain in effect. The changes in the new contract renewal and the extension are the hourly rates for the mechanics.

FISCAL IMPACT

Upon execution of the contract, Metro Fire would agree to pay DynCorp funds due upon submission of an itemized, signed original invoice, payable within 45 calendar days.

The amended pricing summary for an Aircraft Mechanic (Lead) is as follows:

Hourly Rate: \$ 82.33
Over-time Rate: \$ 99.46
Double-Time Rate: \$132.61

The anticipated cost over the 12-month contract is \$360,500 which has been budgeted in FY 2020-21.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Deputy Chief of Operations to execute the extension of the Aircraft Support Contract with DynCorp International, LLC.


Submitted by:

Submitted by:

Christopher Greene
Assistant Chief, Operations

Eric Bridge
Deputy Chief, Operations

Approved by:



Todd Harms
Fire Chief

T&M CONTRACT NUMBER: SMFD-DYN-002

SMFD AIRCRAFT SUPPORT

McClellan, CA

July 1, 2016
(Effective Date)

This Agreement, by and between **Sacramento Metropolitan Fire District (SMFD)**, "**Customer**", whose address is 10545 Armstrong Avenue, Suite 200, Mather, CA 95655 and **DynCorp International LLC** (hereinafter known as **DI**), "**Contractor**", whose address is 13500 Heritage Parkway, Ft. Worth, TX 76177-5318, is entered into as of the Effective Date stated above.

WITNESSETH

In consideration of the mutual promises herein contained Customer and Contractor agree, promise and obligate themselves as follows:

1. Contractor promises to perform the Work for the Customer in accordance with the Contract Documents contained herein.
2. Customer promises to pay Contractor, for full, accurate and timely performance of the Work in accordance herewith, the Price as outlined in Exhibit C herein attached (and related increases described in Exhibit C), and promises to perform all of the other obligations of Customer, as set forth in the Contract Documents.

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1.0 GENERAL DESCRIPTION OF CONTRACT

1.1 Intent

It is the intent of the CUSTOMER, to renew the service contract for the maintenance of the Customer's two (2) UH1H helicopters ("Aircraft"). The contractor will provide the necessary personnel to maintain the Customer's aircraft. The Customer will monitor the contractor's performance to ensure contract compliance, safety and security of its assets, provide general direction, and set priorities for program operation.

The majority of work will be performed at Customer's facility, presently located at Station 115, McClellan Field, near Sacramento, California. Customer may relocate this facility in its entirety to another location near Sacramento during this contract period which shall not alter the terms and conditions of this contract.

- 1.1.1 Separate from this agreement, Customer may contract for operational and logistical support. As directed by the Customer, Contractor shall cooperate fully with such operational and logistical support contractor. DI shall not be held responsible or liable for any work or services obtained outside of this contract.
- 1.1.2 Customer will normally contract outside this agreement, and directly with other vendors for the purchase of parts for all needs related to this agreement, for overhaul or repair of parts and components related to the aircraft. Contractor will receive no fees when Customer purchases or obtains services outside this contract. DI shall not be held responsible or liable for any work or services obtained outside of this contract.
- 1.1.3 If deemed necessary to meet the District's mission, Customer retains the right to request contractor to purchase parts or contract for outside services using other vendors for overhauls or repairs. Contractor will receive administrative fee as set forth in Section 1.17. Payment requires contractor to submit proper invoice documentation as directed.

1.2 Contract Term

- 1.2.1 Term of this contract will be thirty-six (36) months, with two (2) twelve-month option periods and an additional six (6) months after the second twelve-month option period thereafter. Customer will provide the contractor with a minimum of a one (1) month written notice of intent to renew or terminate.
- 1.2.2 This contract commences July 1, 2016 and terminates on June 30, 2019. The additional two (2) one-year renewal option periods shall commence July 1, 2019 and July 1, 2020, with a one-time additional 6 (six) month period from July 1, 2021 through 31 December 2021. Additional renewal periods will be presented, in writing, in any modifications to this Agreement.

1.3 Termination for Convenience of the Customer

- 1.3.1 Customer may terminate performance of work under this contract for its convenience in whole or in part if it determines that a termination is in its interest. The Customer shall notify the contractor specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated

portion of the contract, the contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.

1.3.2 Contractor shall immediately stop work as specified, place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the contract, terminate all subcontracts to the extent they relate to the work terminated, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause, transfer title and deliver to the Customer fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Customer, complete performance of the work not terminated, and take any action that may be necessary or as the Customer may direct for the protection and preservation of the property related to this contract that is in the possession of the contractor and in which the Customer has or may acquire an interest and to mitigate any potential damages or requests for contract adjustment or termination settlement to the maximum practical extent.

1.3.3 Contractor and the Customer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total contract price as reduced by the amount of payments previously made and the contract price. Should Contractor and Customer fail to agree on the whole amount to be paid because of the termination of the work, the Customer shall pay the contractor the amounts determined by the Customer as follows, but without duplication of any amounts agreed on as set forth above:

The contract price for completed supplies or services accepted by the Customer (or sold or acquired) not previously paid for, adjusted for any saving of freight and other charges.

1.3.4 The total of:

- 1.3.4.1 The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid; and
- 1.3.4.2 The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and
- 1.3.4.3 Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- 1.3.5 Contractor shall have the right of appeal, under the disputes clause, from any determination made by the Customer.
- 1.3.6 If there is conflict between termination terms stated within this agreement, this termination clause takes precedence over any other clause for the purposes of this contract.

1.4 Approximate Workforce Size

This contract requires approximately two (2) employees. The current estimate includes a Lead FAA Certified Airframe & Powerplant Technician and a Journeyman FAA Certified Airframe and Powerplant Technician. Customer will determine the exact number and qualifications of contractor employees, including part-time or temporary employees, based on its actual needs.

The Lead Airframe and Powerplant ("A&P") technician assigned to maintain customer's aircraft shall have at least ten (10) years of helicopter experience with not less than five (5) years of experience with the UH-1H helicopter. The Journeyman A&P Technician shall have at least five (5) years of helicopter experience with not less than one (1) year of experience with the UH-1H helicopter.

Additionally, the following job description will be added to Section 2.3, Maintenance Personnel Duties and Responsibilities.

1.5 Aircraft Fleet Size

- 1.5.1 Customer's aircraft fleet presently consists of: two (2) UH-1H Helicopters. (Registration No. N114FD-Copter 1 and N113FD-Copter 2).
 - 1.5.2 Customer reserves the right to add or remove aircraft from its fleet as mission needs dictate during the period of this contract. As a result, there *may* be increases, decreases, or skill changes in personnel required to maintain and operate Customer's aircraft.
- 1.6 Customer reserves the right to purchase parts and contract for services from outside

sources as detailed in Section 1.1.1. DI shall not be held responsible or liable for any work or services obtained outside of this contract.

1.7 Aircraft Maintenance

Contractor shall perform inspections, maintenance, repair, overhaul, alterations and modifications of Customer aircraft as specified in Section 2.0.

1.8 Employee Removal

Contractor and Customer shall jointly decide to remove any person found to be unacceptable, incompetent, unsafe, disorderly, unreliable, or unwilling to comply with site regulations.

1.9 Insurance and Workers' Compensation

1.9.1 Required Provisions

1.9.1.1 Acceptable to Customer

Insurance companies must be acceptable to the Customer

1.9.1.2 Coverage Term

Coverage needs to be in force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by the Customer at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

1.9.1.3 Cancellation

Insurance policies shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the Customer.

1.9.1.4 Deductible

Contractor is responsible for any deductible or self-insured retention contained within the insurance program. Deductibles in excess of \$1,000 for any coverage required herein must be pre-approved by the Customer.

1.9.1.5 Termination

In the event contractor fails to keep in effect at all times the specified insurance coverage, the Customer may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

1.9.2 Required Insurance Coverage

1.9.2.1 Commercial General Liability

Contractor shall maintain general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage liability and a total aggregate amount of \$10,000,000. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to contractor's limit of liability. The policy must include the Customer, its officers, agents, employees and servants as additional insured's, but only insofar as the operations under the contract are concerned.

1.9.2.2 Automobile Liability

Contractor shall maintain motor vehicle liability with limits of not less than \$2,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

1.9.2.3 Workers' Compensation/Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$2,000,000 shall be required.

1.9.2.4 Aircraft Liability

Contractor shall maintain Aircraft Liability insurance with limits of not less than \$5,000,000 per occurrence.

The policy must include the Customer, its officers, agents, employees and servants as additional insured's, but only insofar as the operations under the contract are concerned.

This requirement only applies if the contractor is later required to provide pilots.

1.9.2.5 Hangar-keeper's Legal Liability

Contractor shall maintain Hangar-keeper's Legal Liability coverage with limits not less than \$2,000,000 per occurrence and a total aggregate amount of \$5,000,000 for activities under this contract, for all Customer aircraft on property owned, leased, or shared by Customer, inside and outside of hangar.

1.9.2.6 Warehouseman's Legal Liability

Contractor shall maintain Warehouseman's Legal Liability coverage with limits not less than \$2,000,000 per occurrence for activities under this contract, for all Customer aircraft parts and materiel on property leased, owned, or shared by Customer, inside and outside of warehouse.

1.9.2.7 Cargo Insurance for Customer Property

Contractor shall maintain cargo coverage under a broad form Marine cargo policy to cover Customer aircraft parts in an amount not less than \$2,000,000.

1.10 Work Hours

Customer will provide Contractor with a work schedule upon execution of this Agreement.

1.11 Drug Testing Program

In addition to the State of California's drug-free workplace requirements, the contractor shall institute a drug-testing program that includes the following:

- a. Initial drug testing of all new contract employees.
- b. Random drug testing of contract employees.
- c. Upon accident or incident, a contract employee shall be required to submit to a drug test.

Drug testing will conform to the Federal Aviation Administration (FAA) guidelines per Federal Aviation Regulations (FAR), Part 121, Appendices I and J, for maintenance, support personnel, and pilots.

1.12 Incorporated by Reference

All applicable federal, State, and local ordinances, rules, Federal Aviation Regulations ("FAR"), policies, letters of instruction, manuals, handouts, directives, forms, and applicable FAA airworthiness directives and manufacturers' bulletins are incorporated by reference and shall be complied with by Contractor's employees or sub-contractors notwithstanding that Customer's aircraft is a "Public Aircraft" as defined in FAR Part 1.

1.13 Customer Provided Equipment

Customer shall provide maintenance facilities and hangars, office furniture, maintenance and inspection programs, technical manuals, and utilities except as specified within this section. Contractor shall sign for these items and will be held responsible for their care and return to Customer in like condition upon request or at the end of the contract.

1.14 Contractor Provided Equipment

Contractor shall provide standard mechanics tools and make every effort to obtain tools or equipment necessary to perform the Work.

1.14.1 Contractor shall provide the following:

- 1.14.1.1 Telephone service for contractor's employee
- 1.14.1.2 Business machines.
- 1.14.1.3 Office supplies for contractor's employee
- 1.14.1.4 Technicians' uniforms (shirts and pants) as approved by Customer.
- 1.14.1.5 Telephone line and service for company business calls
- 1.14.1.6 Pagers and/or cellular phones for each maintenance technician.
- 1.14.1.7 Contractor-provided mechanics and technicians shall furnish their own toolboxes and hand tools and shall be responsible for daily inventorying, and annual calibration, of all tools and maintenance equipment.

1.15 Ethics

Contractor employees are expected to work without close supervision. They are expected to keep accurate records and submit truthful and accurate statements of work. Penalty for violating this section shall be cause for disciplinary action, including immediate dismissal.

1.16 Proprietary Rights

- 1.16.1 All technical data, including but not limited to military manuals and drawings; type specific drawings; and data on loan to Customer from aircraft, engine, and component suppliers and manufacturers are confidential proprietary data and shall not be copied, loaned, or provided to any person, organization, or company without written approval from Customer.
- 1.16.2 All methods, techniques, patents, processes, and inventions developed by contractor personnel for purposes of Customer business are deemed Customer property.

1.17 Payment Process

- 1.17.1 Customer agrees to pay contractor monthly upon submission of an itemized, signed original invoice. Payment of an approved invoice will be made within forty-five (45) days of receipt.

1.17.2 Contractor shall submit maintenance invoices with the following information:

1.17.2.1 Itemized labor cost by aircraft type.

1.17.2.2 Overtime hours and cost by aircraft type.

1.17.2.3 Standby hours for purposes of call back availability

1.17.2.4 Parts cost by aircraft type.

1.17.2.5 Sublet repair cost.

1.17.2.6 Freight costs (billed separately). Sales tax.

1.17.2.7 Mileage at the CA State rate.

1.17.2.8 Travel and per diem requested and authorized by Customer at the IRS Federal Travel rate.

1.17.2.9 A copy of the time sheets/cards and any other supporting data such as sublet repair costs shall be supplied with the invoices.

1.17.3 For purchases, services, overhaul, and repair of parts, parts pieces, and components obtained through Contractor, Customer shall reimburse Contractor at cost plus 7% administrative fee. This fee also applies to subcontract labor, sales tax, freight, and sublet services.

1.18 Purchase of Parts and Materials

1.18.1 The Contractor or Customer will purchase all parts and overhaul all components. Purchases will not exceed \$20,000 per year and are normally within micro purchase threshold. If at any time these thresholds are exceeded, these terms shall be re-negotiated. The Customer shall pay the contractor for actual cost of parts or overhaul of components, plus freight, packing, and crating costs, plus the 7% administrative fee as referenced in Section 1.17.3 above. Freight of \$50 or more requires independent documentation.

1.18.2 Customer will furnish all fuel, and may furnish oil, and consumables for Customer vehicles and aircraft.

1.18.3 Customer shall pay all freight cost for the shipping and receiving of parts and materiel from outlying bases.

1.18.4 Customer shall be the recipient of any warranties, discounts, training, promotions, or other incentives offered by subcontractors or suppliers

AIRCRAFT MAINTENANCE

2.0 Contractor's Responsibilities

- 2.1 Contractor shall furnish labor, materials, tools, and/or permits or authorizations necessary to maintain two (2) Bell UH-1H helicopters, owned and operated by SMFD, in accordance with the maintenance schedule developed by SMFD. During the term of this Agreement, all certificates, licenses and permits shall be current and in effect, and shall be available to SMFD for inspection upon request.

Contractor shall only use FAA certificated Airframe and Power-plant (A&P) mechanic(s) in performing the services under this Agreement. However, Structural and Electrical repair work may be performed by skilled Journey Level Technicians as long as they are supervised by the Lead Maintenance Technician.

When requested, Contractor shall provide twenty-four (24) hour maintenance call back capabilities, seven (7) days per week on a two (2) hour "call out" basis. Contractor personnel who are "on call" will be paid four (4) hours of regular overtime pay for each twenty-four (24) hour standby period.

Contractor shall provide a primary mechanic who will oversee and manage the maintenance of the SMFD helicopters. Said primary mechanic shall be available for consultations and guidance regarding maintenance issues with the SMFD helicopter, and shall possess a current FAA Airframe and Powerplant Certificate.

Contractor shall maintain the SMFD helicopters at a facility which is located within fifty (50) nautical miles of SMFD Station 115, which is located at McClellan Park, California.

If the Customer requests maintenance support for the SMFD helicopters beyond 50 nautical miles of SMFD Station 115, the Customer will pay for lodging, per diem and mileage at the appropriate Federal rate.

2.2 Contractor's Responsibilities

Contractor personnel may be assigned to off-site facilities in and out of California for temporary or extended stays as determined by Customer for purposes of aircraft recovery, repair, inspections, and assessments as directed by Customer.

2.3 Maintenance Personnel Duties and Responsibilities

FAA Certificated Airframe & Powerplant Lead Maintenance Technician

Definition: This is the first supervisory level in the aviation maintenance program. Incumbents at this level are working supervisors, plan the daily workflow, coordinate the documentation of the maintenance and repair of aircraft, recover damaged aircraft and coordinate the flow of spare and repair parts.

Minimum Qualifications: Possession of the following certificates: FAA Airframe and Power-plant Technician's certificate and a valid class C California driver's license and five (5) years of work experience as a Journeyman level certificated A&P technician performing inspections and maintenance on UH-1H type specific aircraft (in addition to five years of work at the entry level, military experience may qualify for the five year entry level requirement if the level of work and responsibility was equal to that of a certificated A&P technician). Customer may waive FAA Inspection Authorization if it determines that the proposed lead technician has extensive equivalent military experience.

Knowledge and Abilities: FAA regulations pertaining to the maintenance, modification, and repair of the UH-1H aircraft, engines, and related systems; FAA-approved Maintenance and Inspection procedures, manuals, techniques, and procedures; aircraft shop maintenance organization, workload assessment, and assignment; and aircraft structures, systems, controls, engines, and components. Organize and lead a group of aviation maintenance technicians in the scheduled maintenance of UH-1H specific components and systems on the aircraft that the lead technician will be assigned to organize and lead a group of technicians in the emergency repair and recovery of damaged aircraft; inspect aircraft and systems for condition and continued flight readiness; return aircraft to service after major modification, maintenance and repair; maintain aircraft work order packages and compile all necessary documentation on the maintenance of aircraft; track technician work hours and track the shop hours involved in the various levels of maintenance. Extensive knowledge of FAA approved Maintenance and Inspection systems and procedures.

FAA Certificated Airframe & Powerplant Journeyman Maintenance Technician

Definition: This is the journey working level for certificated Airframe & Powerplant Technicians. Incumbents at this level work independently and inspect and repair aircraft, engines, components and systems and assess for damage, condition and method of repair, and may work off site at outlying field locations

Minimum Qualifications: Possession of the following certificates: FAA Airframe and Powerplant (A&P) Technician's certificate and a valid class C California driver's license (or comparable from another state). In addition, the Journey Technician must have five (5) years of work experience as a certificated A&P Technician performing inspections and maintenance on UH-1H or similar aircraft type. Military experience may qualify for the five-year work experience requirement if the level of work and responsibility was

equal to that of a certificated A&P technician. Customer may wave five-year work experience requirement if it determines the proposed Journey Technician has extensive military or industry experience.

Knowledge and Abilities: FAA federal aviation regulations pertaining to the maintenance and repair of aircraft; FAA-approved maintenance practices, techniques, and procedures; aircraft shop maintenance operational procedures and fleet aircraft structure, systems, controls, engines and components. Work independently in a central aviation maintenance facility or work unsupervised off site at outlying field locations; perform depot level and field maintenance to aircraft, engines, propellers, rotors, components and systems in accordance with approved procedures; have a thorough working knowledge of all fleet aircraft, engines, and airframe systems; and ability to inspect and determine problems and correct deficiencies, inspect aircraft and systems for continued airworthiness, and return aircraft to service after major and minor maintenance and repair.

Apprentice FAA Certificated Airframe & Powerplant Technician

Definition: This is the entry and first working level for certificated Airframe and Powerplant technicians. Incumbents at this level work under the guidance of a lead technician and inspect and repair aircraft, engines, and components, and return aircraft to service.

Minimum Qualifications: Possession of the following certificates: FAA Airframe & Powerplant Technician's certificates and a valid class C California driver's license.

Knowledge and Abilities: FAA federal aviation regulations pertaining to the maintenance and repair of aircraft; FAA-approved maintenance practices, techniques, and procedures; and aircraft shop maintenance operational procedures. Work under the general guidance of a lead or journey level technician and perform maintenance and repair to aircraft, engines, propellers, rotors, and components in accordance with approved procedures; learn various aircraft maintenance requirements, standards, and procedures; determine the airworthiness of airframe and engine components; inspect systems for proper operation and condition.

The foregoing constitutes the entire contract and supersedes all prior proposals, negotiations, agreements, awards, letter of intent and written or oral statement, representations or agreements.

The Effective Date set forth above is the date as to which all Contract Documents and

provisions thereof have references for purposes of coordination of their meaning and effect. The price relates to the Work as described in Section 2, SOW and other Contract Documents in their condition on that date.

Changes after the effective date will be dealt with in accordance with the provisions for changes.

CONTRACTOR	CUSTOMER
<u>DynCorp International LLC</u>	SMFD
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until the Agreement is executed.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the Customer in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the Customer shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the Customer, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in

the performance of this Agreement demand.

6. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Customer

7. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. TIMELINESS: Time is of the essence in this Agreement.

9. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

10. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

EXHIBIT B

Special Terms and Conditions

1. Prompt Payment

Upon receipt of a properly submitted, undisputed invoice, Customer shall pay contractor within forty-five (45) calendar days.

2. Excise Tax

Customer will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. Customer may pay any applicable sales and use tax imposed by another state.

3. Changes

Customer reserves the right to make changes in the Work or the manner of its performance. No change shall be made by Contractor in the Work or the time or manner of its performance, without prior written instructions from Customer in a written Change Order specifying the change in plans, specifications, procedures, time, sequence, or other requirements of this Agreement and specifying whether there is to be an adjustment in the compensation or time for performance and how any such adjustment shall be determined.

4. Settlement of Disputes

In the event the Contractor is dissatisfied with the final decision of the Customer in regards to a Dispute, and the parties are unable to resolve their differences through negotiation, the parties will attempt in good faith to resolve the dispute under agreed Alternate Dispute Resolution (ADR) procedures. ADR procedures recommended by the Center for Public Resources, including procedures for Jobsite ADR, will be considered for this purpose.

5. Cancellation

Either party may cancel this agreement at any time by giving thirty (30) days' notice to the other party. In the event of termination, Customer shall pay contractor for all costs and un-cancelable obligations incurred to the date of termination up to but not exceeding the maximum amount payable.

Exhibit C

PRICING SUMMARY

Labor Category:	Hourly Rate	Over-time Rate	Double-time Rate
Aircraft Mechanic – Lead.	\$82.33	\$99.46	\$132.61
Additional Labor Category:	Hourly Rate	Over-time Rate	Double-time Rate
Journey Technician (Electrician, A&P Technician, Structural, Engine Specialist or Painter)	\$74.51	\$83.72	\$111.63
Quality Control Inspector	\$79.92	\$96.56	\$128.76
Apprentice Technician	\$69.39	\$79.54	\$102.92

NOTE: The Additional Labor Categories are included on an “as needed” basis. If SMFD requests additional labor from one of the categories listed in the Additional Labor Category, SMFD agrees to pay the appropriate rate by labor category.

The above rates are subject to annual increases of 3%.

Vacation, holiday and sick leave shall be paid by the Customer at the appropriate Hourly Rate by Labor Category.