



DAN HAVERTY
Interim 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 AGENDA

Thursday, June 8, 2023 – 6:00 PM
Sacramento Metropolitan Fire District
10545 Armstrong Avenue
Board Room – Second Floor
Mather, California

&

Remotely Via Zoom
Phone: 1 (669) 444-9171
Webinar ID: 827 3461 0232 #
Passcode: 838771796 #

<https://us06web.zoom.us/j/82734610232?pwd=SFILQ1Znd25RSmlhdXZVQVh4d1VWZz09>

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

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 view the meeting via the Zoom Application, please click on the link above.

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:

Marni Rittburg
Board Clerk
(916) 859-4305

rittburg.marni@metrofire.ca.gov

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

D'Elman Clark
Board President
Division 6

Grant Goold
Board Vice President
Division 2

Ted Wood
Board Secretary
Division 4

Cynthia Saylor
Board Member
Division 1

Robert Webber
Board Member
Division 3

Jennifer Sheetz
Board Member
Division 5

Brian Rice
Board Member
Division 7

Gay Jones
Board Member
Division 8

John Costa
Board Member
Division 9

Serving Sacramento and Placer Counties



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REGULAR BOARD MEETING

THURSDAY, JUNE 8, 2023

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is also webcast at metro14live.saccounty.gov. Today's meeting replays on Monday, June 12, 2023 and Thursday, June 15, 2023 at 12:00 p.m. on Channel 14. This meeting can also be viewed at youtube.com/metrocable14.

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 wishing 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 (3) 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. The Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

CONSENT ITEMS

- | | <u>Page No.</u> |
|--|-----------------|
| 1. Action Summary Minutes
Recommendation: Approve the Action Summary Minutes for the Special Board Meeting of May 13, 2023. | 6 |
| 2. Extension of Wittman Enterprises, LLC CRRD Regional Fire/EMS Inspection Billing Services Agreement
Recommendation: Authorize the Fire Chief to enter into a one-year contract extension with Wittman Enterprises, LLC. | 16 |
| 3. Medical Aid and Ambulance Transport User Fee Annual Adjustment for FY2023/24
Recommendation: Adopt the attached Resolution amending the Ambulance Transport Fee Schedule. | 35 |
| 4. Disclosure of Material Expenditure – Insurance Brokerage Services – USI Insurance Services
Recommendation: Authorize the payment of \$50,000 to USI Insurance Services for insurance brokerage services. | 40 |



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5. **Disclosure of Material Expenditure – Aviation Liability Insurance – Insurance Services – Westchester Fire Insurance Company** 41
Recommendation: Authorize the payment of \$123,533 Westchester Fire Insurance Company for the purchase of Aviation Liability Insurance.
6. **FY 2021 Fire Prevention and Safety Grant – Award Acceptance** 43
(Erin Castleberry, Administrative Analyst)
Recommendation: Adopt Resolution accepting the FY 2021 Fire Prevention and Safety Grant.

PUBLIC HEARINGS:

1. **Amending Medical Aid and Ambulance Transport User Fee Ordinance** 45
(CFO Dave O'Toole and EMS Assistant Chief Rudnicki)
Recommendation: Conduct a Public Hearing to consider amending Ordinance 2017-01 updating the Fee Schedule Ordinance for Medical Aid and Ambulance Transport User Fees for the District. Upon conclusion of the Public Hearing, approve staff's recommendations and adopt first reading of the Ordinance. Second reading scheduled for meeting of June 22, 2023.

ACTION ITEMS:

1. **Fiscal Year 2023/2024 Capital Improvement Program Plan**
****PDF Separate Attachment**
(Erin Castleberry, Administrative Analyst)
Recommendation: Receive Presentation and Adopt the Resolution adopting the Capital Improvement Program Plan Fiscal Year 2023/2024 – 2027/2028
2. **Fiscal Year 2023/24 Preliminary Budget** (CFO Dave O'Toole)
****PDF Separate Attachment**
 - A. Resolution – 2023/24 Preliminary Budget for the General Operating Fund 212A
 - B. Resolution – 2023/24 Preliminary Budget for the Capital Facilities Fund 212D
 - C. Resolution – 2023/24 Preliminary Budget for the Grants Fund 212G
 - D. Resolution – 2023/24 Preliminary Budget for the Development Impact Fees Fund 212I
 - E. Resolution – 2023/24 Preliminary Budget for the Leased Properties Fund 212L
 - F. Resolution – 2023/24 Preliminary Budget for the IGT Fund 212M**Recommendation:** Receive Presentation/Adopt FY 2023/24 Budget Resolutions.
3. **Disclosure of Material Expenditure – Excess Workers' Compensation Insurance – Safety National Casualty Corp.** 52
(DC Bailey)



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Recommendation: Authorize the payment of \$477,047 to Safety National Casualty Corporation for Excess Workers' Compensation Insurance.

4. **Consideration and Board Direction on Developing a Lift Assist Fee** **
(Interim Fire Chief Haverty)
Recommendation: Discuss and provide direction to staff.

REPORTS

1. **PRESIDENT'S REPORT**—(President Clark)
2. **FIRE CHIEF'S REPORT**—(Interim Fire Chief Haverty)
OPERATIONS REPORT – (Deputy Chief Mitchell)
ADMINISTRATIVE REPORT – (Deputy Chief Bailey)
SUPPORT SERVICES REPORT – (Deputy Chief Wagaman)
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** – (BC Matt Cole, Local 522 Vice President)
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 Clark)
Next Meeting: TBD
 - B. **Communications Center JPA** – (DC Wagaman)
Next Meeting: June 13, 2023 at 9:00 AM
 - C. **Finance and Audit Committee** – (Director Wood)
Next Meeting: July 27, 2023 at 5:30 PM
 - D. **Policy Committee** – (Director Costa)
Report Out: June 8, 2023
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION

1. **PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT**
Pursuant to California Government Code Section 54957
Fire Chief Selection Process

CLOSED SESSION REPORT OUT

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



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REGULAR BOARD MEETING

THURSDAY, JUNE 8, 2023

- Regular Board Meeting – June 22, 2023 at 6:00 PM
- Special Board Meeting – June 24, 2023 at 8:00 AM
- Special Board Meeting – June 25, 2023 at 1:00 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: Second Reading & Adoption of Ordinance Amending Medical Aid and Ambulance Transport User Fees

Posted on June 5, 2023

Marni Rittburg, 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.



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ACTION SUMMARY MINUTES – SPECIAL MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Wednesday, May 13, 2023

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 9:00 am by President Clark. Board members present: Clark, Costa, Goold, Jones, Saylor, Sheetz, Webber, and Wood. Board members absent: Rice. Staff present: Interim Fire Chief Haverty and Interim Board Clerk Martucci.

PLEDGE TO FLAG

PUBLIC COMMENT: None

PRESENTATION ITEM:

1. ANNUAL STRATEGIC PLAN UPDATE

Interim Fire Chief Haverty welcomed everyone to the meeting. He described today as a day of learning, deliberation, and reflection on the direction of the organization. The Board Strategic Plan was last considered in 2020 and is a guidance and policy document to the entire organization. Changes since then include Covid's impact on the workforce, the department, and the nation at large. There were also changes in residential and commercial property development, labor cost changes, inflationary pressures, continued service life concerns about our infrastructure, daily staffing impacts, widespread decreasing availability of qualified applicants in all sections of the organization for jobs, and changes in how federal drawdown funds for ambulance revenue are managed at the state level. All of these have an influence on how we as a department respond to better accomplish our mission as well as how we satisfy the needs of our total membership.

In today's session, we will be covering our service delivery plan, challenges, and opportunities for building up the workforce, how we plan for and manage the help needed for capital improvement and infrastructure of the department to better serve the members as well as the public. We will also look at the big picture of financial management, and lastly CDO Jeff Frye will help identify areas of improvement for external engagement.

Chief Haverty emphasized that our purpose is to focus on the Board's overview of the Metro Fire Strategic Plan, all from a policy perspective. This perspective will help the Board give us policy direction the "what" and enables us to give you the "how" that work will be accomplished. He thanked the Board for being here today and for the planning being done to serve our citizenry and those who come to our region.

CDO Frye asked the Board to stay focused on strategic objectives at the highest level to set the path for moving forward. He covered the format and expectations of today's meeting and that he refers to the five pieces of the Board's strategic plan as elements. Staff will go into each element and the work done the last three years, review the checklist and asked President Clark to facilitate the Q&A with the Board. CDO Frye explained the framework of the process and asked the Board to think about the timeline of this annual process.

CDO Frye provided an overview of the process, starting with understanding service delivery. The second phase focuses on the member needs and capital assets. Then it next, ties into a planning framework for the budget. He asked for a common understanding of the planning cycle and how the elements get through to, finally, the budget itself. The fifth element is external engagement, how all these things require us to look outside of Metro Fire to address things facing the organization.

Service Delivery

CDO Frye stated all the data collected is related to Standard of Cover (SOC), pieces the Board identified in the strategic planning process, outcomes, initiatives, and projects. The Board noted accreditation as a future process with additional resources and funds being needed. He has reviewed other SOC's and best practices and wants to make sure we tell the Metro Fire story and ensure the document continues to be updated.

CDO Frye next covered data integration. They created a super-user's group and found workarounds for CAD as well identified programs needing to be supported. The data used for reporting and analytics comes from CAD Data, the staffing program, EMS data, suppression data, incident command, and incident investigation software.

Community Risk Assessment

AC Law shared that in 2020, the district received a grant to complete a Community Risk Assessment (CAR). A CAR is a comprehensive evaluation to identify the risks in your community and to look at how likely they are to occur, including risk maintenance. The process needs to be updated and reviewed annually as trends and problems in your community change. We've seen significant changes that have occurred locally since 2020 and solutions are going to require a coordinated effort amongst multiple agencies. AC Law indicated the next steps are dedicating time to familiarize newer staff with the process, prioritize risk identified, develop problem statements and goals, and tailor programs to reach a broader range of the community. Also, one of the big needs is training supervisors, to support succession planning to work on data. A dedicated resource is needed. AC Law said in regard to the data, there is a need for NFIRS training for all members. The system drives operations information and how to adequately code calls, so there's less data scrubbing needed later.

Dispatch Coordination

DC Wagaman provided an overview of the dispatch coordination and details as to how the two agency's strategic plans tie together. They've addressed day to day operations by providing an AC level executive officer, fiscal accountability and building a process for the strategic plan, so we're all moving in the same direction. They've also addressed the hiring process, automated QA processes, and improved the distribution workload by updating software. Three years ago, they created a disaster recovery center. Future steps include a move up matrix, a new CAD system, ACE accreditation, a five-year strategic plan, and when ready, onboarding of dispatch services for new agencies.

Standard of Cover

CDO Frye led off by saying we have a lot of information to start making better decisions. Our data integration, Comm Center dispatch process, CRA and community risk reduction plan are all major components of the Standard of Cover, for accreditation purposes. There are several sections in the Standard of Cover including guidance on how to structure things. In the risk assessment, we started with a broad overview to measure fire. Population density is the number one driver of risk and call volume. The Board adopted three response standards: rural, suburban, and urban based on population density. There is not a defined dense urban response standard, but one is needed today.

They started with a grand overview of all the risks in the District and narrowed it down to the risk profile page by first due. CDO Frye provided the Board with a population density census for Fire Station 24 as an example. Ultimately, this creates the standard response determination, based on risk profile. Over the last nine months, he has spent a lot of time working with operations to determine risk typing and critical tasking. This will be a big part of trying to figure out the next version of service delivery for Metro Fire. All the census block data has been put into five categories. As we know how to predict population trends will occur based on development, we can start to anticipate what change in service must be made in the short and long term. We can then make a recommendation for service delivery standards. After setting the standard, we then move to response times to identify any gaps in response coverage and if the solution a new fire station or apparatus. Data is measured based on the Evolution of Reliability, Time on Task and by the Effective Response Force.

Analysis of Future Consolidation

Chief Haverty discussed the three ways in which Metro Fire can expand its territory were by consolidations, mergers, and annexations. He asked for direction from the Board as to what the policy direction would be in the future and what parameters would be set for staff to engage, or if you want them to engage. Chief Haverty explained that policy decisions should be based on growth, population projections around the county and region, the present and planned capacity of public facilities and adequacy of public services. He asked the Board to have this discussion at some point in the near future. He discussed other services and programs, such as the ARFF and Hazmat agreements.

Chief Law provided an overview of the Community Risk Reduction Division (CRRD) and how it is responsible for protecting the public through coordinated efforts in fire prevention through code enforcement, fire protection engineering, fire and life safety education and fire investigation. Metro Fire has the legal authority and responsibility to enforce those standards that relate to fire and life safety contained in the health and safety code. The District can charge fees and is currently working on an updated fee study to recover the costs of providing services to the community. For the fee study they started with data collection, looked at the services they provide, the cost of doing those services and how much time they spend providing these services. CRRD will bring to the Board for discussion and adoption of the new fee model. CRRD will work with the Finance Division to ensure CPI's are also updated annually.

Service Delivery

DC Mitchell discussed the data driven objective approach to Service Delivery. It will be an incremental approach, in a measured fashion, balanced against fiscal accountability, policy and value to the community. He provided their short and long term strategies. The data will look at what kind of call types we are responding to based on the risk category, as well as population

density, to identify which kind of Effective Response Force (ERF) is needed for a particular emergency.

CDO Frye discussed the checklist what is still outstanding. Staff are continuing to build and refine the data infrastructure. He expects to bring an updated policy to the Board regarding those new standard response, goals and objectives in the next couple of months. Some of the outputs include what additional staff is needed to deliver these services and what are the equipment and facilities needed, not just the one-year annualized budget process, but also looking five to ten years into the future.

Q & A

Director Jones commented that a data driven will give answers to questions. Using data to drive decisions is the key overall. We need data, scrubbed for accurate, actionable information, is what she thinks our goal should be.

Director Goold questioned if we were tracking the percentage of unfunded mandates. In CRRD, we get this tremendous amount of workload through the state and these unfunded mandates. He thinks the citizens need to know anytime we have a state mandate that is unfunded, it draws down resources that could be spent in other ways. Politically, we need to look at opportunities to change that ratio and it needs to come with funding. CDO Frye confirmed state mandated costs are tracked. Director Goold also asked how time on task is being defined. How much is internal control versus external control? He also asked how we are defining Effective Response Force (ERF). CDO Frye confirmed there are almost 30 ERF definitions. Time on Task is measured dispatch to clear, including wall time. CDO Frye stated the next job is to build out a coding solution in the next six months to review wall time.

Director Jones commented regarding Chief Haverty's parameters for annexation/consolidation. The checklist is very similar to LAFCO's municipal service review and is a good evaluation point. She looks forward to working with the Chief on this.

Director Saylor asked about NFIRS reporting and the need for more training on data entry piece. DC Mitchell and AC Law said there will be a new reporting system in 2025 which will require a large amount of work and internal staff resources to complete the transition to the new National Emergency Management Incident Reporting System (NEMIRS).

Break 10:30 am – 10:35 am

Members

CDO Frye spoke on the staffing plan process to line out a strategic plan, to start to fix staffing issues over time. There are short term and long term that needs for a strategic staffing plan. Staff would like to bring this to the Board in November.

Hiring Plan

CDO Frye shared the strategic drivers, supply analysis, demand analysis, gap analysis, solution formulation, monitoring, and evaluation. Out of the Standard of Cover going to look at response time set by Board policy, where we are deficient, and what are the people needed to close that gap. Determining the strategic direction for your work force plan involves understanding team mission, goals, future objectives and how the workforce needs to be aligned to achieve them. He discussed long term and short-term strategies in the plan to fix personnel staffing issues. He

discussed the emerging markets, economic and political, such as unfunded mandates and cybersecurity. Communities are being designed to the metropolitan standard and we need to understand how to rapidly increase staff to get to the level of service delivery. The next step is to document this and further describe the process. As we think about the workforce we need, considering what do we have today, and evaluate what do we need going forward. We need the right number of people with the right skills. Questions staff are considering: How well the current workforce aligns with the support service delivery strategies? How many members are needed at the organizational level? What are attrition rates? How does turnover affect services? What is the cost to replace talent? Operation headcount which captures a lot of this data, by shift, by specialties, it allows to track ideas and put into budgetary process. Needs to be expanded beyond operations to administrative. Staff set a November deadline to incorporate in next year's planning process. The Board has asked for a one-year projection based on the budget, in addition to a five-year forecast based on forecast. Common types of workforce gaps are skills and staffing levels. The annual HR process is well defined. Two decision points going forward into financial management process, maintain the existing services level with members of today and members needed to support growth. We will focus on solution formulation, both short and long-term. They've conducted a supply and demand process, determined critical gaps, now ready to figure out what the workforce intervention is to close the gap that will allow them to meet the organizational needs. Intervention strategies include recruitment and retention plans, administrative proficiency, hiring controls, and professional development.

Health and Well Being

Director Wood asked if mental health support (peer support) is available to non-suppression staff. DC Bailey and BC Cole confirmed it is available to all members. He asked about recruitment from the military and how it seems like an excellent pool of people with skill sets. BC Cole confirmed FF White has relationships with military recruiters and attends a lot of conferences and is very active there. Director Wood requested FF White do a presentation at an upcoming meeting.

Director Goold asked about recruitment and staff gap analysis, include the growing optics of inclusivity and diversity, how it needs to reflect our community. He also mentioned looking at AI and the opportunities in the services we provide. We also need to consider paid internships.

Director Jones is very interested in what the metrics are for what makes a successful are recruitment and retention. Have we seen an increase in recruitment? It's the kind of metric this Board needs to have so they can evaluate that program. She also thanked everyone for this discussion on staff allocations.

Director Saylor spoke on diversity and recognized the CJAC program as having a good candidate pool.

Q & A

Director Jones commented on the need to separate APOT from Time on Task. CDO Frye confirmed it is a top priority to complete.

Director Goold stated people need to want to be a paramedic and choose this career ladder.

Director Wood shared the biggest complaint he hears from ALS paramedics, getting pulled off seat on engine to back fill on a medic.

Director Saylor said we are all here today to think of unique and open-minded ideas to get this district into future. Metro Fire is about adaptability, and she wants to see an internship program for EMTs. The more we can offer employees the more they will stay with us.

Lunch Break 11:35 am -11:55 am

Capital Assets

CDO Frye is looking at one year and five years at what new service delivery model in a dense urban area looks like. All of this is captured in CIP plan (first brought to the Board in 2022) and will be part of the preliminary budget plan. Improvements include working with the purchasing manager to refine the apparatus replacement schedule to better reflect and manage the fleet, including predictors of mileage to determine a better replacement schedule. Staff has put together a financial planning process to bring more detailed information to the Board.

CDO Frye reported the facility condition assessments were done in 2018 looking at just existing stations to keep up with maintenance. For the Fleet Division, due to supply chain issues with vehicles, we need to think today about what we need a year and a half from now. What is the cost to maintain and replace existing? What projects submitted are to provide new services due to expansion?

CDO Frye presented the five pieces of information used to present the Board the CIP. Facility condition assessments, the apparatus replacement schedule, the capital asset list (equipment piece), the station master plan and growth plan (stations, apparatus, and equipment needed). DC Wagaman stated the outstanding question is how to get all of the funding needed to support the plan.

Q & A

Director Goold said what we should consider when talking about federal and state funding mechanisms is the group growing involved in finding funding. He asked why aren't we tripling the staff in this area? He recommends we look beyond the general fund and start being way more aggressive with securing this funding from federal, state, and other local jurisdictions. We will see direct benefits from federal and state funding. He referred to the Zinfandel site as an example.

Financial Management

CDO Frye discussed new revenues and how the Board wants to define new revenues. They have studied Natomas, Dry Creek, Sutter, and South Placer from a revenue perspective. They need to review the financial feasibility and what it takes to a bring level of service where it needs to be for Metro Fire. Automatic aid and mutual agreement (recovery agreement) are additional options.

Six sources of funding set by statute and where opportunities are within existing sources.

- **Property Taxes** The best way to manage areas of growth is a supplemental tax. This tells us how much growth and where we need to add additional service.
- **Impact fees** Specific to cover capital costs of the new service. Went through the process to collect impact fees – land use authorities can collect on our behalf and must pass it at their boards.

- **Community Facility Districts** – Also called Mello Roos. A special type of tax district is formed when property owners are interested in getting a development agreement approved by the land use authority. Really intended for infrastructure needs. Property owners can negotiate a CFD which can be used for operational shortfalls related to fire and police. Available for those with land use authority – cities/counties. There is a very narrow window to do a CFD.
- **Fees and Charges** EMS and CRRD Fees – set by nexus study.
- **Grants** – Grants and discretionary spending appropriations (earmarks). Economic development opportunities, how do we form partnerships, how do we write agreements, MOU's, and JPAs to give revenue to operate.
- **Subvention** – This is a form of a grant, i.e. IGT PPGEMT . It is not brand new revenue. Subventions only marginally help. We still under-collect (24-40 cents on the dollar) and need to start to fix and correct this as an external engagement strategy.

CDO Frye spoke on current revenue maintenance needed to do contract for and conduct fee studies. They can renegotiate lease properties impact fees 2021, HazMat contracts, and ARFF agreements to make sure we are recovering as much costs as possible. CRRD Fees are being updated and implemented this year. EMS fees study plan to be updated before end of fiscal year.

Future Projections

CFO O'Toole provided the Board updates on the current revenue risk analysis, future budget projections and investment options. The three risks of revenue maintenance risks are economic property tax (75% of revenues), subventions (IGT, PP-GEMT), and services fees (EMS medic fees). He also provided the Board a snapshot of future budget projections. CFO O'Toole demonstrated to the Board that a one percent reserve is about 3 million dollars and what the change would be if used towards long-term debt, such as CalPERS Safety Plan, Workers' Compensation, and CIP.

Review Strategic Planning Process Flow

CDO Frye asked the Board to think about a common language to better communicate more effectively and efficiently. The budget process is sound and our ability to make multiyear projections is good. We need an intermediate step to agree on key budget elements and what we are comparing to. i.e. compare preliminary to preliminary. He recommends three components: expense modeling, revenue modeling, and risk contingency. All three lead up to the annual budget (Preliminary, Final and Midyear). This will improve communications and help us to make better decisions faster and efficiently.

Q & A

Director Costa asked when will this process be ready? CDO Frye, FC and DCs are making some decisions now and would like to start speaking this language in November. He would like to have this process fully up and running by next fiscal year.

Director Goold asked if true impact fees are development fees that are well accepted in community, in addition to property tax. CDO Frye clarified it is a one-time fee. Director Goold asked why so limited to additional buildings. Based on the policies of the County, we're seeing a societal impacts and we are expected to provide services for policy decisions made by the County, without funds. Impact fees are the responsibility of the County department.

Director Goold discussed the medic fees and the payer mix. Ambulance transport fees are measured total bill versus collected. We need to look at the County for cost recovery. Bold conversations need to happen to open up the revenues needed to support these services.

Director Wood commented on the under recovering of services, only recovering 20-30%. The Board needs to decide to increase recovery beyond 20-30%.

Director Saylor asked to have the difference between someone who is fully insured explained as opposed to not fully insured.

BC Cole explained fully privately insured, partially insured and uninsured (Fee-for-Service) are the CMS categories. As soon as treatment is provided, but before being discharged they become partially insured (between Medicare/Medical).

Director Jones said they are sharing, in the 2x2 meeting with the County, Fire and EMS call data for unhoused.

Director Goold noted future budget projections includes "reducing" constant staffing. Can it be changed from "reducing" to "stabilizing" constant staffing?

CDO Frye confirmed this strategic planning and process framework will be used going forward.

Break 1:07pm - 1:15pm

CDO Frye covered the last element of External Engagement. Captain Wilbourn has improved the visibility of Metro Fire as PIO. He's developed communication strategies and improved outreach including with the public schools. PIO Wilbourn reported they received a fifty-thousand-dollar grant and put together several safety videos on the website, providing access to our consistent safety messaging. The communication plan focuses on reputational and operational crisis plans for fluid and consistent messaging for both external and internal members.

There are three additional components to figure out as long-term issues. CDO Frye described each of the following: Economic Development Strategy, Legislative Priorities and Advocacy Plan, and Stakeholder Engagement Plan.

Director Wood thanked Captain Wilbourn and Brenda Briggs for going out to schools and putting out quality videos. On the legislative side, he has not seen the Board take any action on any legislation in his last ten years on the Board. CDO Frye noted this needs to be included at a strategic level to provide staff direction. They do ask the Fire Chief to sign letters and do prioritize to determine where they are going to commit resources to. CDO Frye asked the Board where the next place they want staff to focus. Director Wood also felt we need a group to follow this on the legislative side. The District has been working with CSDA.

Director Saylor stated there is a combined team made up of FDAC and Cal Chiefs that do have legislative watch groups. Jeff is part of this group, and every week receives a report from the group. Director Saylor feels we are moving in a positive direction.

Director Costa said there's a local piece missing. CDO Frye stated it would be nice to have a strategic objective as a policy to follow. Director Costa stated overall communication is key and focus is needed and with the expertise on the board. It does require volunteer time. He would like to help work on it, but not sure on the mechanism.

Director Jones would like to help as well. A key is that we would need more staff and legislative committees. We need to entertain a larger staff and part can be volunteered with directors, but part needs to be staffed.

FY 23/24 Planning Direction

CDO Frye wrapped up the day going overall objectives and feels there is a much better process to move forward and to get ahead of these things. He believes providing periodic check-ins on each of the elements will create an improved annual process. Asking for the Board's strategic direction is imperative for the next fiscal year. Standard of Cover is about 80% built, CIP is complete, Staffing Plan needs work, and external engagement is about 50% built. Now that we've built these processes we have responsibility for external engagement, financial management, in service delivery and capital assets.

Director Goold thinks we need to determine what additional investments need to be made and leaves it up to the experts to confirm. He also thinks this organization is in such good hands, impressed by men and women in this room today. He has full faith and confidence in this group.

Director Jones stated given the staffing we have now, some things are a certain percentage done. She asked what is the easiest lift with staff have now and how can we incrementally add? What increases can we do to get the biggest impact, including FDAC, League of Cities, CSAC, examples of where we can uplift. Including volunteerism on the Board of Directors.

Director Clark is open to a special meeting to discuss issues they do not have time to discuss at regular meetings.

Director Saylor agrees with Director Goold's comments and direction. She would also like to say, if CDO Frye is going to a meeting, can the Board be made aware of that so that they may join? If they are available, they can also go and watch the proceedings. She attends other board meetings, LAFCO, Comm Center and attends as much as she can.

Director Wood hopes the governing body will issue letters of support and against issues. Somehow this needs to get up to the Board. Suggests CDO Frye and AA Castleberry provide a Board report. This Board represents nearly a million people in this community.

Director Costa would like to help and noted the needed participation from the Board. There are more opportunities. How do you keep everyone informed of these decisions?

Director Wood asked BC Cole to keep them informed and the Board will provide a letter of support, if needed.

Director Clark appreciates the management style of Chief Haverty.

Director Jones stated there are often stuff comes up in less than two weeks and we need some sort of process for external engagement and the need for a quick legislative response.

Director Wood said the Board can authorize this by resolution.

Wrap-up

Chief Haverty asked the Board to look at the existing strategic plan and what you received today. In each category, please review the outputs and confirm that's what you want as an output. If it is the correct output, staff will fold them into the strategic plan as action items for you. If there are additional ones, let staff know so they may be considered as well.

Then he discussed the triaging of those items of things that must be done. Allow us to bring to an action plan, spread out by priority, from urgent and to needs to be fulfilled. He asked to bring to the Board over the course of next fiscal year so the board can bite off on them at a consumable manner. The Board's input is incredibly important, telling us the "what" to do so they can identify "how" to do it.

Chief Haverty thanked the Board for their time today on Saturday and being involved as they were. It's heartening and hopeful at wanting to help. Thanked CDO Frye and his team. Also thanked Jill Guzman for handling logistics.

ADJOURNMENT - The meeting adjourned at 2:00 pm.

D'Elman Clark, President

Ted Wood, Secretary

Sherri Martucci, Interim Clerk of the Board



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: June 08, 2023
TO: Board of Directors
SUBJECT: Extension of Professional Services Agreement - Community Risk Reduction Division (CRRD) Inspection Billing Services

BACKGROUND

California cities, counties, and special districts may impose user and regulatory fees for services and activities they provide through provisions set forth in the State Constitution, Article XIII C § 1. Pursuant to Health & Safety Code Sections 13146.2(b), 13217(b), 13862, 13869, 13871, 13874, 17951 and California Government Code Section 6103.7, the District is authorized to adopt user and regulatory fees to defray and/or recover the cost of providing specified services directly to an individual or business.

The District performs cost recovery for services provided by the Community Risk Reduction Division including operational permits, plan review, new construction inspections, general fire and life safety inspections, and other miscellaneous services as outlined in Ordinance No. 2016-061 which was adopted by the Board of Directors effective July 01, 2016. On average, CRRD generates 5,000-7,500 billable items per calendar year, depending on current staffing levels.

DISCUSSION

Staff issued Request for Proposal (RFP) 20-11 Community Risk Reduction Division (CRRD) Inspection Billing Services on October 14, 2020 to solicit a qualified company to work with Metro Fire's Community Risk Reduction Division (CRRD) on the invoicing, recording, monitoring, and managing of inspection, false alarm, and weed abatement cost recovery. The contract was awarded to Wittman Enterprises, LLC authorizing a 1 year contract with two (2) optional 12-month extensions. The District approved the first contract extension on June 08, 2022, and CRRD wishes to execute the second contract extension.

FISCAL IMPACT

The contract term includes a fee of 7% of net collected dollars, which is projected to be \$55,000.00 for FY 23-24. Funds for this expense have been allocated in the FY 23-24 budget.

RECOMMENDATION

Staff recommends that the Board approve the final contract extension for CRRD Inspection Billing Services with Wittman Enterprises, LLC.

Submitted by:

Barbie Law
Assistant Chief - Fire Marshal

Tyler Wagaman
Deputy Chief – Support Services

Extension of Professional Services Agreement

For Community Risk Reduction Division (CRRD) Inspection Billing Services, RFP 20-11

Between the Sacramento Metropolitan Fire District and Wittman Enterprises

This Extension of Professional Services Agreement ("Extension") for CRRD Inspection Billing Services by and between the Sacramento Metropolitan Fire District ("DISTRICT") and Wittman Enterprises, LLC ("CONTRACTOR") is made and entered into effective June 8th, 2023 by and between the DISTRICT and the CONTRACTOR (collectively, the "Parties").

RECITALS

WHEREAS, the Parties have entered into that certain Professional Services Agreement dated June 8th, 2021, by which the DISTRICT retained the CONTRACTOR for CRRD Inspection Billing Services;

WHEREAS, the Parties have agreed to renew this Agreement for the second one (1) year extension as described in the original Agreement (Exhibit A);

WHEREAS, this Extension is necessary to memorialize the extension of the Agreement;

NOW, THEREFORE, the Parties hereto agree as follows;

Section 1. The Parties hereby agree to extend this Agreement for one (1) year, effective June 8th, 2023. CONTRACTOR will provide the billing, collections, financial reporting, and accounts receivable management as described in the Agreement for the total amount of seven percent (7%) of the net sums collected.

Section 2. All provisions of the Agreement dated June 8th, 2021 and each and every term, covenant and condition thereof, including the current scope of service, shall remain in full force and effect.

IN WITNESS WHERE OF, the Parties hereto have executed this Extension as of the day and year written above.

**THE SACRAMENTO METROPOLITAN
FIRE DISTRICT**

WITTMAN ENTERPRISES, LLC

By: _____

By: _____

Name: Dan Haverty

Name:

Title: Interim Fire Chief

Title:

Date:

Date:



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District
Community Risk Reduction Division www.metrofire.ca.gov

10545 Armstrong Ave., Suite 310 · Mather, CA 95655 · Phone (916) 859-4330 · Fax (916) 859-3717

June 8, 2021

Corinne Wittman-Wong, Chief Executive Officer
Wittman Enterprises, LLC
11093 Sun Center Drive
Rancho Cordova, California 95670

NOTICE OF AWARD FOR RFP 20-11 – CRRD INSPECTION BILLING SERVICES

Pursuant to the Purchasing and Contracting Policy of the Sacramento Metropolitan Fire District ("District"), awards of contracts shall be determined and based upon the best proposal, which, in the discretion of the Board, is the proposal that most adequately meets the needs of the District.

In compliance with District Policy, Wittman Enterprises, LLC has been awarded the contract for the RFP 20-11 CRRD Inspection Billing Services by the Board of Directors of the Sacramento Metropolitan Fire District at its regular meeting held February 25, 2021.

For further information, contact Mark Jones, Purchasing and Logistics Manager, at (916) 859-4360.

Mark Jones, Purchasing and Logistics Manager

**Sacramento Metropolitan Fire District
Professional Services Agreement**

This Agreement, dated as of June 8, 2021, is by and between the Sacramento Metropolitan Fire District ("DISTRICT"), and Wittman Enterprises, LLC ("CONTRACTOR") are hereinafter collectively referred to as the "Parties". The Agreement will be effective upon final execution by all Parties.

RECITALS

WHEREAS, the DISTRICT is responsible for providing fire and life safety code enforcement and inspection services; and

WHEREAS, the DISTRICT generates billable items as a result of the provision of fire and life safety code enforcement and inspection services; and

WHEREAS, the CONTRACTOR provides inspection billing services; and

WHEREAS, the CONTRACTOR was selected by the DISTRICT to enter into this Agreement following a Request for Proposal (RFP) process; and

WHEREAS, Parties wish to enter into this Agreement for the CONTRACTOR's provisions of inspection billing services as more fully described in Exhibit A, "Scope of Services" on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follow;

1. HEADINGS
Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
2. EXHIBITS
Exhibits A and B are attached hereto and incorporated by reference as if set forth fully herein.
3. SCOPE OF SERVICES
CONTRACTOR agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement.
4. TERM
The Initial Term of this Agreement shall be one (1) year from the date of final execution of the Agreement by the Parties, unless sooner terminated as provided herein. After the Initial Term, with mutual written agreement between the Parties, this Agreement may be

Initials: W | CEW

extended upon the same terms and conditions for no more than two (2) additional one (1) year periods ("Renewal Term"). CONTRACTOR shall provide written notice to DISTRICT of its intent to request renewal of this Agreement no later than three (3) months prior to the expiration of the Initial Term. Terms and conditions, which relate to indemnification and other related matters, shall continue in effect for one (1) year after the expiration of this Agreement.

5. PAYMENT

For service performed in accordance with the Agreement, payments will be made and payment shall be made to CONTRACTOR as provided in Exhibit B hereto. CONTRACTOR shall accept Government net 45 day payment terms.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is at all times an independent contractor, and can perform work for others. CONTRACTOR is not the agent or employee of the DISTRICT in any capacity whatsoever and DISTRICT shall not be liable in any manner for any acts or omissions by CONTRACTOR or for any obligations or liabilities incurred by CONTRACTOR, his employees, or agents.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal lime off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and CONTRACTOR agrees to indemnify and hold DISTRICT harmless from any and all liability which DISTRICT may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as

Initials: JK Curran

independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of District.

CONTRACTOR does, by this Agreement, agree to perform his said work and to function at all times in strict accordance with currently approved methods and practices in his/her field and acknowledges that the sole interest of DISTRICT is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the DISTRICT.

Notwithstanding the foregoing, if the DISTRICT in its discretion determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, DISTRICT may upon two (2) weeks' notice to CONTRACTOR, withhold from payments otherwise due to CONTRACTOR hereunder federal and state income taxes and to pay said sums to the federal and state governments.

7. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall release, hold harmless, defend and indemnify the DISTRICT, its Board of Directors, officers, employees, representatives, volunteers, and agents from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees and costs, legal actions, litigation, liability, or consequential damages of any kind or nature (collectively "Liabilities") arising out of or resulting from the CONTRACTOR's performance of, or failure to perform services under this Agreement except where such Liabilities are caused by the sole negligence or willful misconduct of any indemnitee. The DISTRICT may, at its option, participate in the defense of any such claim without relieving CONTRACTOR of any obligation hereunder.

8. INSURANCE

Without limiting the DISTRICT's right to indemnification, it is agreed that CONTRACTOR shall secure and maintain during the term of this Agreement insurance coverage as follows:

General Liability – shall be on an Occurrence basis, not a Claims Made basis. Minimum limits and structure shall be:

- General Liability Aggregate: \$2,000,000
- Products Comp/Op Aggregate: \$2,000,000
- Personal & Adv Injury: \$1,000,000
- Each Occurrence: \$1,000,000
- Fire Damage: \$100,000

Initials: JA CW

Automobile Liability

- Commercial Automobile Liability (for corporate/business owned vehicles, including non-owned and hired vehicles) - \$1,000,000 Combined Single Limit
- Personal Lines Automobile Liability (for individually owned vehicles) - \$250,000 per person, \$500,000 each accident, \$100,000 property damage

Workers' Compensation and Employer's Liability

- Per Statute
- \$1,000,000 per accident for each accident
- This policy shall be endorsed to waive the insurers' subrogation rights against the District.

Professional Liability

- Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

Additional Insured

The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the District, its officers, directors, officials, employees, or volunteers.

Insurance policies shall include a provision for the DISTRICT to be given 30 days prior written notice of cancellation and 30 days written notice of any material change(s) requested by the policy holder of said insurance policies. The CONTRACTOR shall furnish documentary evidence of such policies and the renewal or continuance of such insurances within 10 business days of any expiration date(s) thereof during the life of the contract.

The DISTRICT will not be responsible for any deductible that may apply to any of the said insurance policies.

The CONTRACTOR covenants and agrees that the DISTRICT's insurance requirements shall not be construed to and in no manner limit or restrict the liability of the CONTRACTOR. The required coverages

Initials:

outlined above shall not limit the amount of coverage provided, but shall be the minimum requirements acceptable to the DISTRICT.

Certificates of Insurance shall be sent to:

Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
(916) 859-4372
purchasing@metrofire.ca.gov

9. CONFORMITY WITH LAW AND SAFETY

In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONTRACTOR.

10. TAXES

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

11. OWNERSHIP OF DOCUMENTS

CONTRACTOR hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the CONTRACTOR, the CONTRACTOR's sub-contractors, or third parties at the request of the CONTRACTOR (collectively, "**Documents and Materials**").

CONTRACTOR also hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in CONTRACTOR's information system(s), respecting in any way the subject matter of this Agreement.

CONTRACTOR agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the DISTRICT and any assignee of the DISTRICT an express, exclusive and irrevocable royally-free license to retain and use said Documents and Materials. The rights of the DISTRICT rights under this Section 12 shall apply regardless of the degree of completion of the Documents and

Initials: |

Materials and whether or not CONTRACTOR's services as set forth in Exhibit A to this Agreement have been fully performed or paid for.

During the term of this Agreement CONTRACTOR shall be permitted to retain copies, including computerized and reproducible copies, of said Documents and Materials.

12. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide the DISTRICT and its designee's access to all of the CONTRACTOR'S records related this contract and that the CONTRACTOR shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the CONTRACTOR is made by the DISTRICT.

13. CONFLICT OF INTEREST

CONTRACTOR covenants that he presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the DISTRICT, as determined in the reasonable judgment of the Board of Directors of the DISTRICT. Entering into this agreement does not preclude CONTRACTOR from working for others as long as CONTRACTOR ensures that such work does not constitute a conflict of interest.

14. CONFIDENTIALITY

CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the DISTRICT will be kept confidential and not be disclosed to any other person or entity except as required by law. CONTRACTOR agrees to immediately notify the DISTRICT if the CONTRACTOR is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective for five (5) years after CONTRACTOR's termination of services to the Districts hereunder.

15. USE OF DISTRICT PROPERTY

CONTRACTOR shall not use DISTRICT property (including equipment, instruments and supplies) or personnel.

Initials:

16. RIGHT TO TERMINATE THE AGREEMENT

Any of the following occurrences or acts will constitute a material breach by the CONTRACTOR under the terms and conditions of the Agreement:

- a) non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the DISTRICT has given the CONTRACTOR notice in writing. If the failure cannot be remedied within fifteen (15) days, the DISTRICT, at its discretion, may extend, in writing, the time period, or terminate the Agreement.
- b) an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties;
- c) the appointment of a receiver for the CONTRACTOR; or
- d) for reasons including, but not limited to, unethical or criminal activities.

In the event either subparagraphs a), b), c), or d) occur, as set forth in this Agreement, the DISTRICT will have the right to terminate the Agreement immediately, which shall be done in writing and sent to the CONTRACTOR via certified, U.S. Mail. Notwithstanding anything contained herein, the DISTRICT may, at any time during the term of the Agreement, upon giving 30-days written notice to the CONTRACTOR, terminate the Agreement, if the DISTRICT is of the opinion that the services supplied by the CONTRACTOR are of an unsatisfactory standard to the DISTRICT or that the CONTRACTOR no longer has the financial capability to perform its obligations under the Agreement. In the event of Agreement termination, all documentation relating to the DISTRICT's account shall be returned to the DISTRICT.

17. ASSURANCE OF PERFORMANCE

If at any time DISTRICT believes CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the services as required by this Agreement, DISTRICT may, at its option, request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan with Seven (7) calendar days of his receipt of DISTRICT request and shall there after diligently commence and fully perform such written plan. CONTRACTOR acknowledge and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 16 of this Agreement.

Initials:

18. CHOICE OF LAW

CONTRACTOR agrees that if a dispute arises in the performance of this agreement the laws of the State of California will govern.

19. ENTIRE AGREEMENT

This Agreement, including RFP 20-11, the CONTRACTOR's response to RFP 20-11, all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between DISTRICT and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

20. MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

21. SEVERABILITY

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

22. SUCCESSORS AND ASSIGNS

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the DISTRICT. Any attempted assignment without such consent shall be invalid.

Initials: |

23. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Email transmission: When sent by email to the last email address of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt.

Addresses for purpose of giving notice are as follows:

To: DISTRICT: Sacramento Metropolitan Fire District
Attn: Lisa Barsdale, Assistant Chief, Fire Marshal
10454 Armstrong Ave, Ste. 310
Mather, CA 95655

To: CONTRACTOR: Wittman Enterprises
Attn: Corinne Wittman-Wong, Chief Executive Officer
11093 Sun Center Drive
Rancho Cordova, CA 95670

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was

Initials: |

refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its mailing address or email address by giving the other party notice of the change in any manner permitted by this Agreement.

24. SIGNATORIES

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year above written.

Sacramento Metropolitan Fire District

Contractor

By: 
Signature

By: 
Signature

Name: Todd Harms
Title: Fire Chief
Date:

Name: Corinne Wittman-Wong
Title: Chief Executive Officer
Date:

Attachments: Exhibit A – Scope of Work
Exhibit B – Compensation/ Fee Schedule/ Billing

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EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall provide billing and collection services for fees charged by the DISTRICT for the performance of fire and life safety inspections, response to false alarms, and weed abatement costs. The fees for these services have been approved by the DISTRICT'S governing Board. The fee ordinance enacted by the DISTRICT'S Board shall be provided to the CONTRACTOR.

The CONTRACTOR agrees to perform the following services under this agreement:

1. The CONTRACTOR shall preload the information contained in this fee ordinance into the CONTRACTOR'S software prior to the implementation of the services requested. File Transfer Protocols will be sent automatically from MobileEyes, and will include: inspection date, inspection address, inspection code, inspection fee, and billable party's information. This information will be used by the CONTRACTOR to generate customer invoices. False alarm information will be sent to the CONTRACTOR via an Excel spreadsheet with specific codes that correspond with DISTRICT approved letter templates. The CONTRACTOR will be responsible for sending the appropriate letter to the customer in addition to an invoice when required.
2. The CONTRACTOR shall designate a dedicated, competent project manager who shall be responsible for developing, managing, and maintaining a project plan for the implementation of all components of the proposal.
 - a) The project manager will be responsible for full project cycle planning and project oversight including, but not limited to: software configuration and installation and hardware installation if any.
 - b) The project manager shall be available by telephone or video conference during the course of implementation.
 - c) The project manager shall meet on a weekly basis, at minimum, during the project's implementation with the DISTRICT'S core project team, in addition to quarterly meetings during the first year of the agreement. Meetings are to present and resolve any encountered problems, any mitigation action proposed or taken for encountered problems, and any project work plan and schedule updates.
3. The CONTRACTOR shall provide a liaison to the DISTRICT. This individual will be a full-time employee of the CONTRACTOR, have extensive knowledge in cost recovery standard practices, and have decision making authority for problem resolution. This liaison shall be available during regular business hours and have an alternate contact available in his/her absence.

Initials: JK | CAW

4. The CONTRACTOR shall guarantee the confidentiality, security, and safety of all files, documents, and information provided by the DISTRICT.
5. Have current administrative support, technical support, and fiscal capability necessary to provide and manage the proposed services, and to support technical hardware and software advancements each year.
6. Maintain the software and hardware necessary to fulfill all of the DISTRICT'S requirements. Support service and maintenance of the software and hardware is the responsibility of the CONTRACTOR for the duration of the contract.
7. Maintain updated and current technology that will continuously provide the highest level of reimbursement and customer service possible.
8. Have the current capability to ensure an adequate audit trail.
9. Provide a nationwide toll-free telephone number for billing inquiries. All telephone calls and correspondence shall be handled in a timely, professional, and courteous manner.
10. Customer service representatives shall be available 8:00 am to 4:30 pm, Pacific Standard Time, Monday through Friday, excluding major holidays.
11. Customer service representatives shall provide high-quality, courteous service to customers and answer customer billing questions.
12. Provide the DISTRICT with an initial list of personnel assigned to the DISTRICT'S account, including supervisory staff. Should the CONTRACTOR choose to assign different personnel to the DISTRICT'S account during the contract period, the CONTRACTOR shall provide the DISTRICT with the individual's name.
13. Receive inspection documentation on paper and electronically from the DISTRICT. Verify the receipt of these documents, and return receipt confirmation to the DISTRICT. All required data from MobileEyes shall be entered into the CONTRACTOR'S computerized billing system within three working days from the date of receipt.
14. Screen each document for completeness of data, codes, and procedures for billing purposes. Generate itemized invoices using the billing files and fees provided by the DISTRICT and/or clarify missing inspection charges with the CRRD Administrative Specialist prior to billing. Send the CRRD Administrative Specialist a request for clarification including the following information: Property Address, Invoice Date and Occupancy Number.
15. Research addresses, guarantors, payment sources, and charges.
16. Create debtor accounts and submit bills to customers and all other appropriate payers.

Initials: JH | CS

17. Accept all credit and debit cards and other transaction types as approved by the DISTRICT as forms of billing payment. A merchant account will be opened by the DISTRICT for the processing of all credit and debit card transactions. Access will be provided to the CONTRACTOR.
18. Be compliant with the Payment Card Industry Data Security Standard (PCI-DSS) with all credit card transactions and acknowledge continued compliance annually in writing.
19. Additional fees or charges shall not be collected from debtors.
20. Post all payments to accounts and process refunds and adjustments correctly and in a timely manner, at least twice per week, in accordance with the procedures approved by the DISTRICT. All bills to customers shall state the DISTRICT as the payee. Payments shall be deposited directly in full (i.e. without deducting the CONTRACTOR'S fees) to a designated DISTRICT bank account. For those days in which deposits were made, a report shall be provided detailing the customer accounts, appropriate reference numbers, and amounts that comprised the total deposit for that day. A copy of the bank deposit confirmation shall also be provided. All credit card transactions shall be processed in the same manner, and the appropriate reports provided separately from the check deposit report. The Proposer shall provide a detailed bill to the DISTRICT on a monthly basis for fees incurred.
21. Effect collections through written communications with debtors.
22. Trace, follow-up, and resubmit returned or unpaid invoices.
23. The Fire Marshal and CRRD Administrative Specialist shall be contacted about accounts where no response is received from the payer within 90 days of the first invoice date to determine if additional follow-up can be completed by the DISTRICT and/or the CONTRACTOR prior to sending such accounts to collections.
24. Continue collection activities on each account until it is determined by the Fire Marshal or the CRRD Administrative Specialist that an account is uncollectible and the CONTRACTOR has been notified of this. An account is determined uncollectible after payment has not been procured for ninety (90) days and the process of extensive research for the appropriate responsible party has been completed by the CONTRACTOR and then by the Fire Marshal or the CRRD Administrative Specialist. The CONTRACTOR will send a list of accounts ready for review to Fire Marshal or the CRRD Administrative Specialist that will include each address that notices have been sent to for each account. After all efforts have been exhausted for procuring payment as determined by the DISTRICT, the CONTRACTOR shall forward all delinquent account information to a collections agency designated by DISTRICT. Delinquent account information shall be sent to the designated collections agency no less than every thirty (30) days. Delinquent

Initials: JK CB

accounts are all accounts over 120 days past due. A minimum of two collection notices shall be sent to the payer prior to forwarding their account information to collections. Lack of reasonable collection effort on any account may result in termination of the contract. No payment will be forthcoming on any uncollected accounts.

25. Forward refund requests and associated back-up documentation to the DISTRICT in a timely manner for processing.
26. Coordinate all disputed claims with the designated DISTRICT representative.
27. The CONTRACTOR shall provide access to a portal wherein the DISTRICT can run weekly detail and summary financial reports in Excel or similar format for each billing type (i.e. inspection, false-alarms.) The reports shall contain, at a minimum, the following information:
 - a) Address of Inspection
 - b) Inspection Date
 - c) Party Billed
 - d) Amount billed
 - e) Amount collected
 - f) Amount refunded
 - g) Amount sent to collections
 - h) Amount written off

If such is not possible, the CONTRACTOR shall deliver such reports to the DISTRICT on a weekly basis.

28. Produce "on request" reports containing any or all of the previously listed information in a timely manner or based upon a standardized schedule.
29. Provide a quarterly analysis identifying at a minimum the percent of collection, timelines from billing to receipt of payment, number of complaints and types of complaints received, small claims, bankruptcy filings, and other data deemed necessary for business planning and future analysis.
30. Provide a monthly reconciliation of the data received from MobileEyes and the amount billed to customers. Any differences between these amounts shall be explained.
31. Maintain records in such a manner as to be auditable by the DISTRICT'S auditors at any time during normal business hours for the full term of the resulting contract. The DISTRICT shall have the right to inspect all documents related to billing and collection services performed pursuant thereto, including without limitation, all notices, correspondence, and payments, sent or received.
32. Maintain accurate data on records for all accounts including, but not limited to, all customer contact, notices, mailing, itemization, miscellaneous requests, inquiries,

Initials: JK | AW

correspondence documents, accounting records, and transactions. The DISTRICT requires data fields to support on-going planning and statistical analysis. All records shall be made available to the DISTRICT upon request.

33. Meet with the DISTRICT on a periodic or as needed basis, to discuss problems, special needs, future changes, and updates in software, technology, and statistical data requests.
34. Customize billing forms and follow-up letters per DISTRICT requirements. The CONTRACTOR will be responsible for sending customized letters in addition to invoices for false alarm billing.
35. Observe debtors' rights and comply with any and all applicable Federal and State laws, including by way of example and not as a limitation, applicable provisions of the Federal Fair Debt Collections Practices Act, Collection Agency Act, and the California Robbins-Rosenthal Fair Debt Collection Agency Act. Any harassment or alleged harassment of debtors or other individuals or entities on the part of CONTRACTOR in carrying out the scope of work described herein may result in termination for default in accordance with the terms of the resulting contract.
36. Monitor all billing and regulatory changes impacting billing and collections and adjust processes to ensure regulatory compliance. The CONTRACTOR shall notify the DISTRICT of such changes with an explanation of how they will affect the DISTRICT and its customers.
37. Provide assistance and training for DISTRICT administration staff on developing procedures to ensure the DISTRICT is following and meeting all Federal, State, and local law for cost recovery.
38. Proposer shall provide the DISTRICT with a computerized file of all active accounts in a format agreeable to the DISTRICT upon termination of the contract.
39. Proposer shall generate a report that can identify billing receipts for the first 90 days of a specific fiscal year that relates to billing invoices for the prior fiscal year (e.g. receipts from July 1 to September 30, 2020 for services provided from July 1, 2019 through June 30, 2020).

Initials: JH CWJ

EXHIBIT B
COMPENSATION/ FEE SCHEDULE/ BILLING

1. CONTRACTOR will provide the billing, collections, financial reporting, and accounts receivable management described in this Agreement and Exhibit A for the total amount of Seven percent (7%) of the net sums collected.
2. The net sums shall be set forth on a monthly invoice by using the gross revenues collected less any bad or insufficient checks or electronic payments, refunds, adjustments, or payments on amounts sent to CONTRACTOR for collection. The contracted billing fee of Seven percent (7%) will be applied to the net revenue and will be paid to CONTRACTOR. No additional fees or costs for implementation or administration of any account shall be charged by CONTRACTOR, or paid by the DISTRICT.
3. CONTRACTOR shall follow DISTRICT CRRD policies, procedures, as well as any applicable federal, state, or local statutes in carrying out billing and collection service. No adjustment to any amount sent for billing and collection shall be made without prior authorization from the DISTRICT.
4. A separate invoice shall be issued each month for the services provided. The invoice(s) shall contain the purchase order number, dates service was provided, gross collections, refund information, collection agency direct payment information, net collections, and the total billed to Metro Fire.

Invoices shall be sent to:

gates.lisa@metrofire.ca.gov

Sacramento Metropolitan Fire District
Attn: CRRD
10545 Armstrong Ave, Ste. 310
Mather, CA 95655

Failure to comply with these requirements or to provide an invoice in conformance with this Agreement may delay payment.

The DISTRICT will not be bound by prices contained in an invoice that are higher than the pricing provided in Exhibit B. If a price increase has not been accepted in writing by DISTRICT, the invoice may be rejected.

No advance payment shall be made for the goods or services furnished by the CONTRACTOR pursuant to this Agreement.

Initials: W | aw



DAN HAVERTY
Interim Fire Chief

Sacramento Metropolitan Fire District

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

DATE: June 8, 2023

TO: Board of Directors

SUBJECT: Medical Aid and Ambulance Transport User Fee Annual Adjustment for FY2023/24

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, 2023.

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 1 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 31 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 2022 compared to calendar year 2021, the percentage fee adjustment effective July 1, 2023 would be 3.96%. The current and recommended fees are shown in the table on the next page.

	<u>Current</u>	<u>Effective July 1, 2023</u>
First Responder Fee	\$430	\$447
Treat/No Transport Fee	430	447
ALS Bundle Base Rate	\$2,325	\$2,415
BLS Bundle Base Rate	2,114	2,196
Mileage	41	43
Oxygen	171	178
Night Charge	152	158
Cardiac Monitor	133	138

FISCAL IMPACT

It is estimated that the recommended fee adjustments will result in additional District cost recovery of approximately \$800,000 during FY 2023/24.

RECOMMENDATION

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

Submitted by:

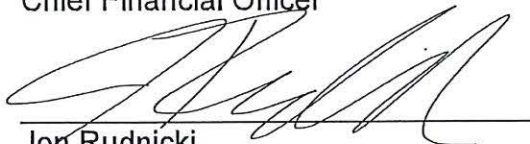
Approved by:



Dave O'Toole
Chief Financial Officer



Dan Haverly
Interim Fire Chief



Jon Rudnicki
Assistant Chief, EMS



DAN HAVERTY
Interim Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2023-xxx

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, 2022 was 3.9%; 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 3.9% increase effective July 1, 2023 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, APPROVED AND ADOPTED this 8th day of June 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
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, 2023</u>
First Responder Fee	\$430	\$447
Treat/No Transport Fee	430	447
ALS Bundle Base Rate	\$2,325	\$2,415
BLS Bundle Base Rate	2,114	2,196
Mileage	41	43
Oxygen	171	178
Night Charge	152	158
Cardiac Monitor	133	138



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

DATE: June 8, 2023
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – Insurance Broker Services – USI Insurance Services – \$50,000

TOPIC

Disclosure of material expenditure to purchase insurance brokerage services for the fiscal year ending June 30, 2024.

SUMMARY

Staff will be expending funds to purchase Insurance Brokerage Services. The expenditure will be payable to USI in the amount of \$50,000 for insurance brokerage services.

DISCUSSION

USI Insurance Service provides Insurance Brokerage Services. Services include risk management, marketing, day-to-day consulting on servicing of insurance, claims services and risk engineering services. For the fiscal year 2023/2024, USI brokered the District's commercial insurance package.

FISCAL IMPACT

The fiscal impact is \$50,000. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2023/2024.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the payment of \$50,000 to USI Insurance Services for insurance brokerage services.

Submitted by:


Ty Bailey
Deputy Chief, Administration

Approved by:


Dan Haverty
Interim Fire Chief



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

DATE: June 8, 2023
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – Aviation Liability Insurance – Westchester Fire Insurance Company – \$123,533.00

TOPIC

Disclosure of material expenditure to purchase aviation liability insurance for the fiscal year ending June 30, 2024.

SUMMARY

Staff will be expending funds to purchase aviation liability insurance. The expenditure will be payable to Westchester Fire Insurance Company in the amount of \$123,533.00 for the aviation policy.

DISCUSSION

USI Insurance Services provided the District's insurance brokerage services this year and managed the marketing of the District's aviation liability insurance. The aviation liability insurance package for the upcoming fiscal year includes coverage for two flying helicopters and two grounded helicopters.

The aviation policy premium has increased by %7 from FY 22/23 as the market conditions are dictating higher premiums for almost all insurance services. We will be insuring two flying helicopters each valued at \$1,500,000 and two grounded helicopters each values at \$350,000. The flying helicopters carry \$10,000,000 of liability, and the grounded helicopters carry \$1,000,000 of liability.

The insurance requested includes any pilot approved by Metro Fire's Chief Pilot or designee and covers all uses in connection with the operations of Metro Fire including mutual aid agreements. Many carriers were solicited to provide a quote for the District's Aviation Insurance and all except Westchester Fire Insurance Company declined. Westchester Fire Insurance Company is the carrier recommended by USI to carry the District's aviation liability insurance needs.

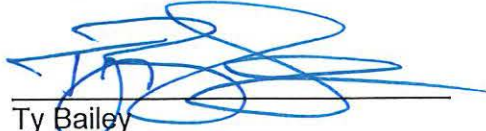
FISCAL IMPACT

The fiscal impact is \$123,533.00. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for FY 2023/2024.

RECOMMENDATION

Staff recommends that the Board of Directors authorize the payment of \$123,533.00 to Westchester Fire Insurance Company for the purchase of Aviation Liability Insurance.

Submitted by:



Ty Bailey
Deputy Chief, Administration

Approved by:



Dan Haverty
Interim Fire Chief



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

DATE: June 8, 2023
TO: Board of Directors
SUBJECT: FY2021 Fire Prevention and Safety Grant – Award Acceptance

BACKGROUND

On February 18, 2022, the Sacramento Metropolitan Fire District (District) submitted an application for funding totaling \$86,850 through FEMA's FY2021 AFG Fire Prevention and Safety Grant Program (FP&S) to conduct a comprehensive Home Fire and Life Safety Campaign. The goal of the proposed program is to enhance the safety of the community by reducing overall loss, injury, and death due to residential fires and fire-related hazards within the targeted communities. The proposed program will achieve this goal by conducting home risk assessments to determine necessary fire and life safety mitigation measures, equipping homes with operational smoke and carbon monoxide alarms and other necessary alerting/notification devices, delivering fire and life safety education to residents in targeted communities using messaging and methods tailored as needed to encourage behavior changes that reduce risk.

DISCUSSION

On May 19, 2023, the District received notification of an award in the amount of \$86,850 for the completion of the proposed project. The grant award has a 2-year performance period, which ends April 19, 2025.

FISCAL IMPACT

The total cost of the project is \$86,850, with a federal share of \$82,714 and a required 5% District match of \$4,136. Project costs and grant funding have been added into the FY2023/24 Preliminary Budget.

RECOMMENDATION

Staff recommends adoption of the attached Grant Acceptance Resolution.

Submitted by:

Erin Castleberry
Administrative Analyst

RMarie Jones
Accounting Specialist



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

RESOLUTION NO. 2023-XXX

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

A RESOLUTION ACCEPTING A FY2021 FIRE PREVENTION AND SAFETY GRANT

WHEREAS, the Sacramento Metropolitan Fire District (Metro Fire) provides fire protection, emergency medical services and hazardous material response to a population of over 720,000 throughout a 359 square mile area; and

WHEREAS, Metro Fire submitted a FY2021 AFG Fire Prevention and Safety Grant (FP&S) application totaling \$86,850 for the implementation of a comprehensive Home Fire and Life Safety Campaign; and

WHEREAS, Metro Fire received an award notification on May 19, 2023 in the amount of \$86,850 for the completion of the project.

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

1. Accept the grant award in the amount of \$86,850 from the FY2021 AFG Fire Prevention and Safety Grant Program.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to execute and/or submit all required documents to the United States Department of Homeland Security (US DHS), Federal Emergency Management Agency (FEMA) in order to administer the funds awarded.

PASSED, APPROVED AND ADOPTED this 8th day of June 2023. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

Attest:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board



Sacramento Metropolitan Fire District

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

DATE: June 8, 2023

TO: Board of Directors

SUBJECT: First Reading and Introduction of Ordinance 2023-01, Amending Ordinance 2017-01 updating the District's Medical Aid and Ambulance Transport User Fees

TOPIC

Introduction of Ordinance 2023-01, amending Ordinance 2017-01 adopted by the Board of Directors on August 10, 2017, and updating the District's medical aid and ambulance transport user fees. The effective date of the increase would be July 24, 2023, or as soon possible thereafter.

BACKGROUND

The Fire Protection District Law (Health & Safety Code §13800, et seq.) is the source of statutory authority for the District. Section 13916(a) provides that the District Board may charge a fee to cover the cost of any service which the district but limits the amount of the fee to the costs reasonably borne by the district in providing the service.

The District has established user fees to defray the costs of ambulance, medical aid, and rescue responses and other related services provided by the District. The fees were last reviewed in 2017 and have been adjusted annually by the change in the Medical Care Consumer Price Index (CPI).

Given increases in the cost of labor, medical supplies, and ambulances since 2017, staff felt it was appropriate to undertake a more thorough review of the cost of providing EMS related services to ensure that the fees being charged for such services are properly aligned with current costs. Recently, more public medical transport providers have converted to a single ambulance transport "base rate," as opposed to separate rates for Advanced Life Support (ALS) and Basic Life Support (BLS) transports.

DISCUSSION

A review of current EMS system costs and revenues demonstrates that the District is recovering roughly 34% of the cost of providing EMS services, with the balance covered by District property taxes and other general operating revenues. Using proposed FY 2023/24 budget amounts, the growth in EMS related expenses further outpace the growth in EMS revenue, with cost recovery declining to 32% of EMS system costs.

As a general rule, fees should be reviewed and adjusted roughly every five years or whenever there are significant changes impacting revenues or expenses. The last

comprehensive review of EMS charges occurred in 2017, and since that time there have been number of significant changes impacting the cost of pre-hospital emergency medical services provided by the District.

With these considerations in mind, staff initiated an EMS fee study and review of billing practices, with the following goals:

- Decrease reliance on property taxes and other general operating revenues to fund EMS system expenses by ensuring EMS cost recovery is at least keeping pace with EMS costs;
- Establish a methodology to support an increase in EMS fees;
- Identify opportunities to streamline and lower costs associated with EMS service billing.

The results of the study support an increase in EMS fees/cost recovery. Furthermore, a review of the billing practices used by other major public transport providers, and discussions with the District's current billing service provider, suggest that changing to a single base rate for an ambulance transport would result in reduced billing charges.

The current and recommended fees are shown in the following table:

	July 1, 2023*	Recommended
First Responder Fee	\$447	\$500
Treat/No Transport Fee	\$447	-
Assessment at Scene	-	\$500
Emergency Ambulance Transport Base Rate	-	\$2,780
ALS Bundle Base Rate	\$2,325	-
BLS Bundle Base Rate	\$2,114	-
Mileage	\$41	\$50
Oxygen	\$171	\$178
Night Charge	\$152	\$158
Cardiac Monitor	\$133	\$138

*Reflects annual CPI increase over prior year: 3.9 percent effective July 1, 2023

The recommended fees were developed using updated costs from the 2023/24 preliminary budget. ATTACHMENT A contains the cost analysis used to develop the Emergency Ambulance Transport Base Rate and ATTACHMENT B contains the cost analysis used to develop the First Responder Fee (when there's a transport involved) and Assessment at Scene (when there's no transport). The recommended charges for Oxygen, Night Charge and Cardiac Monitor charges are based on the current rate plus a Medical Care CPI adjustment.

Most of the increased revenue from the fee adjustments would come from emergency ambulance transports. As noted in the following table, over 95 percent of transport revenues come from some form of medical insurance (private pay, Medicare, and MediCal), with private payers representing less than 5 percent of payments. Overall, 95 percent of EMS fee revenue is derived from transports, and 5 percent from assessments at scene.

PaySource	TRANSPORTS	ASSMT at SCENE
	Run Percentage	Run Percentage
Insurance	14.40%	20.00%
Private Pay	4.60%	38.00%
Medicare/Workers Comp/VA	49.50%	5.00%
MediCal	31.50%	37.00%
	100.00%	100.00%

FISCAL IMPACT

The recommended fee adjustments are estimated to generate an additional \$4 million of EMS service cost recovery during FY 2023/24 and maintain EMS cost recovery at approximately 34%. Not approving the fee adjustments would result in an increased use of property taxes and other general operating revenues to fund EMS system costs and reduce funding available for other emergency services provided by the District.

RECOMMENDATION

Staff recommends waiving the first reading and adopt Ordinance 2023-01, an Ordinance of the Sacramento Metropolitan Fire District Amending Its Medical Aid and Ambulance Transport User Fees.

Submitted by:

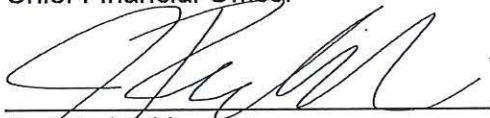
Approved by:



 Dave O'Toole
 Chief Financial Officer



 Dan Haverty
 Fire Chief



 Jon Rudnicki
 Assistant Chief, EMS

ATTACHMENTS:

- Attachment A: Base Rate Cost Analysis
- Attachment B: First Responder Cost Analysis
- Attachment C: Fee Comparison
- Ordinance 2023-01



DAN HAVERTY
Interim Fire Chief

Sacramento Metropolitan Fire District

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

PROPOSED ORDINANCE NO. 2023-01

Adopted by the Board of Directors of the

SACRAMENTO METROPOLITAN FIRE DISTRICT

AN ORDINANCE OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT AMENDING ITS MEDICAL AID AND AMBULANCE TRANSPORT USER FEES FOR THE SACRAMENTO METROPOLITAN FIRE DISTRICT

The Board of Directors of the Sacramento Metropolitan Fire District ordains as follows:

SECTION 1:

- 1) On November 1, 2000, the Board of Directors of Sacramento Metropolitan Fire District adopted Resolution 31-00 establishing a schedule of fees authorized under Health and Safety Code Section 13916 for providing ambulance, medical aid, and rescue services as set forth in Exhibit "A", attached hereto and incorporated herein.
- 2) On January 12, 2012, the Board of Directors of Sacramento Metropolitan Fire District adopted Ordinance 2012-01 amending its medical aid and ambulance transport user fees.
- 3) On August 24, 2017, the Board of Directors of Sacramento Metropolitan Fire District adopted Ordinance 2017-01 establishing an annual adjustment to the fees based on the percentage change in the Consumer Price Index (CPI), as specified in Section 7 below.

SECTION 2:

By adopting this Ordinance, the Sacramento Metropolitan Fire District is amending its schedule of fees to defray the costs of ambulance, medical aid, and rescue responses and other related services furnished by the District. The Board of Directors of the Sacramento Metropolitan Fire District directs that the fees shall be applied uniformly, as allowed by law, and collected in full subject to the provisions of Section 3 of this Ordinance.

SECTION 3: Waiver of Fees

- A. The Fire Chief may waive applicable fees or costs when he/she or designated representative determines it is in the best interest of the Fire District to do so. The Fire Districts compassionate billing policy will be utilized to make these decisions.

- B. The medical supply restocking fees will not be charged when those supplies used are replenished from other sources without charge to the Fire District.
- C. The District may choose to accept actual amount of payments from the insurance carrier for emergency response.

SECTION 4:

To the extent that the terms and provisions of this ordinance are inconsistent or otherwise in conflict with any terms or provisions of prior ordinances, including Resolution 31-00 or other enactments of the District's Board of Directors, the terms of this ordinance shall control with respect thereto.

SECTION 5:

The fees and charges imposed by this ordinance are for the purpose of meeting operating expenses in connection with the services provided for the particular activity referred to in each charge. These include costs for employee wage rates and fringe benefits, supplies, equipment, or materials, related to the service being provided, and the cost to maintain the particular service within existing service areas.

SECTION 6:

If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions and the Board declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION 7: Ambulance Fee Annual Adjustment

The fees identified in Exhibit "A" 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 for the twelve (12) month period ending December 31 of the preceding calendar year.

Approval by the Board of Directors shall be by resolution, adopted at a regularly scheduled meeting of the Board prior to enactment of the increase.

SECTION 8:

This ordinance shall take effect on **July 24, 2023**.

SECTION 9: Revision of Fee Schedule

The Board of Directors of the Sacramento Metropolitan Fire District may, from time to time, revise this fee schedule as a result of changes in operating expenses of the District. Such revisions shall be adopted in the form of amendments to this ordinance, after public comment at a regularly scheduled meeting of the Board in accordance with Health and Safety Code Section 13916.

Effective July 24, 2023, and subject to the annual ambulance fee adjustment described above, the fee schedule will be as set forth in Attachment A:

The first reading of this Ordinance was introduced at a regular meeting held on the **8th day of June 2023.**

Second reading of this Ordinance was adopted by the Board of Directors of the Sacramento Metropolitan Fire District at a regular meeting held on the ____ **day of June 2023,** by the following roll call vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Sacramento Metropolitan Fire District

President, Board of Directors

Attest:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

**Sacramento Metropolitan Fire District
Ambulance, Medical Aid, and Rescue Response and Related Fees**

EXHIBIT "A"

First Responder Fee	\$376.00
Treat/No Transport Fee	\$376.00
<hr/>	
ALS Bundle Base Rate:	\$2032.00
BLS Bundle Base Rate:	\$1849.00
Mileage:	\$36.21
Oxygen	\$150.43
Night charge:	\$132.52
Cardiac monitor:	\$117.28

<u>First Responder Fee</u>	<u>\$500</u>
<u>Assessment at Scene</u>	<u>\$500</u>
<u>Emergency Ambulance Transport Base Rate</u>	<u>\$2,780</u>
<u>Mileage</u>	<u>\$50</u>
<u>Oxygen</u>	<u>\$178</u>
<u>Night Charge</u>	<u>\$158</u>
<u>Cardiac Monitor</u>	<u>\$138</u>



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

DATE: June 8, 2023
TO: Board of Directors
SUBJECT: Disclosure of material expenditure – Excess Workers' Compensation Insurance – Safety National Casualty Corporation – \$477,047.00

TOPIC

Disclosure of material expenditure to purchase Excess Workers' Compensation Insurance for the fiscal year ending June 30, 2024.

SUMMARY

The expenditure will be payable to Safety National Casualty Corporation in the amount of \$477,047.00.

DISCUSSION

USI Insurance Services provided the District's insurance brokerage services this year and managed the marketing of the District's Excess Workers' Compensation Liability Insurance. This type of coverage provides the District additional insurance coverage in the event of a catastrophic workers' compensation loss that could occur in excess of our self-insured retention (the portion the District would pay before the insurance pays). After reviewing these quotes, self-insured retentions of \$4 million, per occurrence, were selected. After having the Excess Workers' Compensation insurance policy in place, there has not been an instance where a policy has been filed because all workers' compensation claims for the District have stayed under the \$3 million threshold per occurrence where the excess would be triggered. Because of this, the District is recommending that we purchase the increased retention of \$4 million instead of the \$3 million that was purchased in previous years. Several carriers were contacted during marketing to provide a quote for the District's Excess Workers' Compensation Insurance. Chubb quoted at a significantly higher amount than Safety National Casualty Corporation and Midwest Employers Company, Arch Insurance Company and Star Insurance declined.

Safety National Casualty Corporation with a self-insured retention of \$4.0 million was chosen as the carrier and is the recommendation of USI Insurance Services to carry the District's Excess Workers' Compensation Insurance needs.

FISCAL IMPACT

The fiscal impact is \$477,047.00. Funds sufficient to meet this obligation are budgeted in the Preliminary Budget for 2023/2024.

RECOMMENDATION

Staff recommends that the Board of Directors authorize payment of \$477,047.00 to Safety National Casualty Corporation for Excess Workers' Compensation Insurance.

Submitted by:



Ty Bailey
Deputy Chief, Administration

Approved by:



Dan Haverty
Interim Fire Chief