



Todd Harms  
Fire Chief

# Sacramento Metropolitan Fire District

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

## BOARD OF DIRECTORS - REGULAR MEETING

Thursday, July 23, 2020 – 6:00 PM

Held Remotely Via Zoom

Phone: (669) 900-6833

Webinar ID: 955 1032 2230 #

Password: 349983551 #

**Jennifer Sheetz**  
Board President  
Division 5

**Matt Kelly**  
Board Vice President  
Division 7

**Cynthia Saylor**  
Board Secretary  
Division 1

**Grant Goold**  
Board Member  
Division 2

**Randy Orzalli**  
Board Member  
Division 3

**Ted Wood**  
Board Member  
Division 4

**D'Elman Clark**  
Board Member  
Division 6

**Gay Jones**  
Board Member  
Division 8

**Walt White**  
Board Member  
Division 9

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

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

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

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available via Zoom at the phone number listed above. **If you prefer viewing the meeting via the Zoom Application, please contact Board Clerk Penilla via email at the address listed below.**

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

**Melissa Penilla**  
Board Clerk  
(916) 859-4305

[Penilla.melissa@metrofire.ca.gov](mailto:Penilla.melissa@metrofire.ca.gov)

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

Serving Sacramento and Placer Counties



# Sacramento Metropolitan Fire District

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## REGULAR BOARD MEETING AGENDA

THURSDAY, JULY 23, 2020

### CALL TO ORDER

### METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Sunday, July 26<sup>th</sup> at 2:00 pm and Monday, July 27<sup>th</sup> at 6:00 pm on Channel 14; Webcast at [www.sacmetroable.tv](http://www.sacmetroable.tv).

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

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

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

### CONSENT ITEMS

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

### CONSENT ITEMS

Page No.

1. **Action Summary Minutes** 5  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board meeting of July 9, 2020.
2. **Cooperative Agreement for the Federal Excess Personal Property (FEPP) Program** 8  
**Recommendation:** Adopt a Resolution approving the renewal of the Cooperative Agreement for the FEPP Program.
3. **Special Fire Tax – Sloughhouse/Rancho Murieta Area** 18  
**Recommendation:** Adopt a resolution authorizing the County Assessor to incorporate the \$100 per parcel Special Fire Tax for the Sloughhouse/Rancho Murieta area with the 2020/21 Sacramento County property tax levy.

### ACTION ITEMS

1. **FY 2020 Assistance to Firefighters Grant – COVID-19 Supplemental Award** 22  
**(Erin Castleberry, Administrative Specialist)**  
**Recommendation:** Adopt the Grant Acceptance and Budget Amendment Resolutions.





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## REGULAR BOARD MEETING AGENDA

THURSDAY, JULY 23, 2020

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

### REPORTS

1. **PRESIDENT'S REPORT—(President Sheetz)**
2. **FIRE CHIEF'S REPORT—(Chief Harms)**  
**OPERATIONS' REPORT – (Deputy Chief Bridge)**
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT**
4. **COMMITTEE AND DELEGATE REPORTS**  
*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*
  - A. **Executive Committee – (President Sheetz)**  
Next Meeting: TBD
  - B. **Communications Center JPA – (DC Shannon)**  
Report Out: July 14, 2020  
Next Meeting: July 28, 2020 at 9:00 AM
  - C. **California Fire & Rescue Training JPA – (DC Shannon)**  
Next Meeting: September 17, 2020 at 4:00 PM  
Location: 3121 Gold Canal Drive  
Rancho Cordova, CA 95670
  - D. **Finance and Audit Committee – (Director Orzalli)**  
Next Meeting: August 27, 2020 at 5:00 PM
  - E. **Policy Committee – (Director Gould)**  
Next Meeting: TBD

### CLOSED SESSION

1. **Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9:** One case
2. **Pursuant to California Government Code Section 54956.9 (a) – One matter of Industrial Disability Retirement.**  
Kevin Wegener and the Sacramento Metropolitan Fire District  
Claim # SMDQ - 549870 – Industrial Disability Retirement  
Deputy Chief Gregory Casentini



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## REGULAR BOARD MEETING AGENDA

THURSDAY, JULY 23, 2020

### BOARD MEMBER QUESTIONS AND COMMENTS

### ADJOURNMENT

#### NEXT BOARD MEETING(S):

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

- Next Board Meeting – August 13, 2020 at 6:00 PM

*The following action and presentation items are scheduled for the next board meeting agenda. Board members are requested to identify additional action or presentation items they desire to be scheduled on the agenda.*

**ANTICIPATED AGENDA ITEMS: TBD**


Posted on July 20, 2020

*Melissa Penilla*

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**Melissa Penilla, Clerk of the Board**

\* No written report

\*\*  Separate Attachment

#### DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (916) 859-4305. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.





**TODD HARMS**  
Fire Chief

# Sacramento Metropolitan Fire District

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

## **ACTION SUMMARY MINUTES – REGULAR MEETING**

**BOARD OF DIRECTORS**  
**SACRAMENTO METROPOLITAN FIRE DISTRICT**  
**Thursday, July 9, 2020**  
**Held Remotely Via Zoom**

### **CALL TO ORDER**

The meeting was called to order at 6:04 pm by President Sheetz. Board members present: Clark, Gould, Jones, Orzalli, Saylor, Sheetz, White, and Wood. Board members absent: Kelly. Staff present: Acting Chief Bridge, General Counsel Lavra, and Clerk Penilla.

**PUBLIC COMMENT:** None

### **CONSENT ITEMS**

**Action:** Moved by Wood, seconded by Clark, and carried unanimously by members present to adopt the Consent Calendar as follows:

**1. Action Summary Minutes**

**Recommendation:** Approve the Action Summary Minutes for the Regular Board meeting of June 25, 2020.

**Action:** Approved Action Summary Minutes.

### **REPORTS**

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

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

Acting Chief Bridge reported out for Chief Harms.

### Meetings

7/1 EMS 2020 Meeting

### Retirements

Effective 6/26, Firefighter Janice Odestig – 17 years of service

### Reclassification

Effective 7/1, Human Resources Specialist Giovanna Read (previous Administrative Specialist)

### Promotions

Effective 7/3, Congratulations to Captains: Duane Miller, Tyler Block, Terrence Manley, Riaz Ali, Aaron Lindquist, Jonathan Squaglia, Steven Oberlander, Matthew Sammons, Shawn Lemon, Brett Cater, David Bare, and Scott Shield.

### AMR Contract Update

- July 1, 2020, the AMR contract became effective.
- Contract will include two additional units and ALL AMR units will be renumbered to reflect their primary posting locations.

## **OPERATIONS REPORT**

Deputy Chief Bridge reported out on the 4<sup>th</sup> of July call volume. On a typical day Metro Fire responds to about 300 calls, however on the 4<sup>th</sup> of July there were 468. EMS call volume was up 9% and 334% for fires. Overall Communications Center call volume was up 44% from the last 4<sup>th</sup> of July. The busiest unit was Engine 53 with 35 calls in 24 hours.

An update on membership and the Sacramento County Public Health Department (SCPHD), there are currently 4 members off work due to positive COVID-19 test results. With that, 31 members in total were removed from staffing due to potential exposure based on guidelines by the SCPHD. Of those, 27 are expected to return to work soon. In total, Metro Fire has had nine members test positive.

A strike team was deployed to Carson City, Nevada. They were deployed while fighting a grass fire in Placer County, so it was a busy time for them.

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

Captain McGoldrick is dealing with issues as they arise secondary to COVID-19. He thanks Administration for working collaboratively through these issues.

### **4. COMMITTEE AND DELEGATE REPORTS**

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

#### **A. Executive Committee – (President Sheetz)**

Next Meeting: TBD

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

Next Meeting: July 14, 2020 at 9:00 AM

Reported that seven dispatchers graduated and hit the ground running over the 4<sup>th</sup> of July holiday weekend. The next academy is scheduled to begin at the beginning of August.

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

Next Meeting: September 17, 2020 at 4:00 PM

Location: 3121 Gold Canal Drive  
Rancho Cordova, CA 95670

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

Next Meeting: TBD

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

Next Meeting: TBD

## **BOARD MEMBER QUESTIONS AND COMMENTS**

Director White congratulates those who graduated from the dispatch academy, and the recently promoted captains. He appreciates the sacrifices made preparing for those graduations, especially from the family members of the graduates. He thanks the crews for the quick response to the recent grass fire behind his home.



Director Jones echoes Director White's comments related to the graduated and the new captains.

Director Clark thanks everyone for the reports and wishes Chief Harms a rapid recovery.

Director Wood sends well wishes to Chief Harms. He thanked the men and women who worked tirelessly over the holiday weekend.

Director Goold asks for staff to consider the impact on family members related to COVID-19 and extend support services to the extended family of first responders, he hopes to hear a report during a future Board Meeting. Lastly, he looks forward to the day we can meet again in person.

Director Saylor shares there have been lots of grass fires in her division, and she thanks Metro Fire for the work they have done in extinguishing these fires. She wishes Chief Harms a quick recovery and a happy birthday to Director Goold.

Director Sheetz echoes comments related to the recently promoted captains and sends well wishes to Chief Harms.

**Taken out of order, the Board convened to Closed Session at 6:07 pm.**

#### **CLOSED SESSION**

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

Anthony Fink and the Sacramento Metropolitan Fire District  
Claim # SMDQ - 549938 – Workers Compensation Settlement Authority –  
Jessica Valenti of Lenahan, Lee, Slater, Pearse & Majernik, LLP

**Action:** On a motion by Clark, seconded by Wood, and carried (Aye: Clark, Goold, Jones, Saylor, Sheetz, White, and Wood; Absent: Kelly and Orzalli) to give the District's third party negotiator settlement authority.

**The Board reconvened to Open Session at 6:20 pm.**

#### **ADJOURNMENT**

The meeting was adjourned at 6:39 pm

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Jenifer Sheetz, President

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Cynthia Saylor, Secretary

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Melissa Penilla, Board Clerk



# Sacramento Metropolitan Fire District

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**TODD HARMS**  
Fire Chief

**DATE:** July 23, 2020

**TO:** Board of Directors

**SUBJECT:** Approving the Renewal of the Cooperative Agreement for the Federal Excess Personal Property (FEPP) Program

## TOPIC

The Cooperative Agreement for the USDA Forest Service Federal Excess Personal Property (FEPP) Program under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) between the State of California Department of Forestry and Fire Protection (Cal Fire) and Sacramento Metropolitan Fire District is due for renewal.

## SUMMARY

The State of California Department of Forestry and Fire Protection has been approved as an agent of the US Forest Service for the purpose of administering the Cooperative Forestry Assistance Act of 1978 (CFAA). The CFAA provides for the loan of Federal Excess Personal Property (FEPP) available for use by local agencies to provide fire prevention and suppression in areas of timber, grass and wildland adjacent to suburban areas.

It has been determined to be advantageous to the State in the proper discharge of its responsibilities to make certain FEPP available to Metro Fire, thus entering into this Cooperative Agreement.

The State has loaned two (2) items to Metro Fire under this Agreement. The loan is for an indefinite period of time, however, the Agreement shall be renewed every five (5) years and reviewed every other year for changes or violations.

## DISCUSSION

The renewal of this Cooperative Agreement will allow Metro Fire to continue use of the FEPP in order to provide fire prevention and suppression services under the CFAA. The State has loaned Metro Fire the following equipment in order to provide these services:

- (1) Foam Unit, Dry Chem, MDL-K450/LW50
- (1) Fuel Tender, 1988 GMC 7000



Under this Agreement, the FEPP must be used 90% for fire. Ownership shall remain with the US Forest Service, however, ownership of all accessories, tools, light bars, etc. shall remain with Metro Fire, and may be retained should the FEPP be returned to the State. Metro Fire shall continue to be responsible for the proper care, maintenance, security and storage of the equipment, as per the Agreement.

The Agreement may be terminated by either party after giving 60 days advance notice.

### **FISCAL IMPACT**

Metro Fire is responsible for proper care, maintenance, security, and storage of the equipment.

### **RECOMMENDATION**

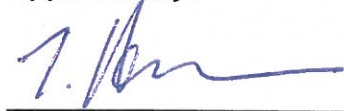
Staff recommends the District adopt the attached Resolution approving the renewal of the Cooperative Agreement for the Federal Excess Personal Property (FEPP) Program.

Submitted by:

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Eric Bridge,  
Deputy Chief of Operations

Approved by:



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Todd Harms, Fire Chief



# Sacramento Metropolitan Fire District

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TODD HARMS  
Fire Chief

## RESOLUTION NO. 2020-\_\_\_\_

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

#### A RESOLUTION APPROVING THE RENEWAL OF THE COOPERATIVE AGREEMENT FOR THE FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM

**WHEREAS**, there is a need for Federal Excess Personal Property to help fight wildland, rural, structure or other fires in the County of Sacramento, and

**WHEREAS**, Todd Harms is the Fire Chief of the Sacramento Metropolitan Fire District.

**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 agreement between the State of California, Department of Forestry and Fire Protection (CAL FIRE) and the Sacramento Metropolitan Fire District for the loan of Federal Excess Personal Property, and
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to execute and/or submit all required documents in order to administer the funds awarded.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of July, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

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

**Attested by:**

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



STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE  
USDA FOREST SERVICE  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

AND

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

This agreement made and entered into this        day of       , 20       , by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as the STATE and the **Sacramento Metropolitan Fire District**, hereinafter referred to as the COOPERATOR, covenants as follows:

I.        PURPOSE

The STATE has been approved as an agent of the United States Department of Agriculture (USDA) Forest Service for administering Federal Excess Personal Property (FEPP) as part of the Cooperative Fire Protection Program, which allows the COOPERATOR to take custody and use FEPP property for wildland and rural community fire protection services.

II.       MUTUAL INTEREST OF PARTIES

Both the STATE and the COOPERATOR have a mutual interest in the prevention, protection and suppression of all wildland and rural community fires near and adjacent to the property and the people of California.

III.      AUTHORITIES

The Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. § 483) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2106(c)) authorizes the FEPP Program as an element of the Cooperative Fire Protection Program (16 U.S.C. § 2106(b)). Under these authorities, the USDA Forest Service may lend FEPP property needed for wildland and rural community fire protection to the STATE and to local paid or unpaid fire departments for their use.

IV.      RESPONSIBILITIES

THE COOPERATOR AGREES:

1. Primary use of FEPP property must be 90 percent for activities directly related to wildland and rural community fire protection; however, situations may occur that make this exclusive use impractical. Non-fire emergency use of FEPP property is authorized and limited to no more than 10 percent total usage. Abuse of the 10 percent non-fire use standard could result in recall of the property on loan, suspension from the program, or other sanctions.

2. FEPP property acquired by the COOPERATOR is not permitted to be rented, leased, loaned, or traded to another party; no exceptions. FEPP property is not permitted to be transferred or sold without prior approval from the STATE or the USDA Forest Service. FEPP property is for official use only; personal use of FEPP property is prohibited, violates the law, and this Cooperative agreement. Any personal use violations found, subjects the COOPERATOR to penalties and FEPP property recall as determined by the STATE and the USDA Forest Service.
3. To immediately notify the STATE of receipt of FEPP property during the acquisition process.
4. To bear the entire cost of transportation, retrofit, modification, maintenance, repairs, and operation of acquired FEPP property while in the COOPERATOR's possession.
5. The COOPERATOR must paint any FEPP rolling stock acquired directly from the USDA Forest Service that has the distinct Forest Service green color. If the FEPP property is acquired from the Department of Defense (DoD) and has military colors or markings, it must be painted. This is mandatory per the STATE and the USDA Forest Service. The painting of the FEPP vehicle must be accomplished within one (1) calendar year of the acquisition.
6. To register all FEPP rolling stock with the California Department of Motor Vehicles (DMV) within 60 days of receipt of property. Lien Holder will remain as the USDA Forest Service. This is mandatory as ownership remains with the USDA Forest Service. Registered Owner will be the COOPERATOR.
7. To obtain prior to operation of any FEPP property the minimum liability insurance in the amount required by State law to cover the operation of FEPP rolling stock. The COOPERATOR must maintain adequate insurance to cover damages or injuries to cover persons or property relating to the use of the property. Proof of insurance coverage must be provided to the STATE in the form of an insurance policy or a self-insured statement on an official letterhead.
8. Drivers of FEPP property must take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).
9. To make FEPP property operable and ready to be placed into service for wildland and rural community fire protection, including fire suppression and prevention. Operational condition of the property will be achieved within one (1) year to the date of property pick up/receipt.
10. FEPP property cannot be modified or cannibalized without prior authorization from the STATE and the USDA Forest Service. The COOPERATOR shall contact the STATE with a request and justification to modify or cannibalize any FEPP property. The request must be submitted for approval before any modification or cannibalization to FEPP property takes place.
11. The COOPERATOR is responsible for the proper care, maintenance, security and storage of all acquired FEPP property.
12. All FEPP property must be identified as property belonging to the USDA Forest Service and for fire use only. The STATE will provide USDA Forest Service property tags along with a property number assigned to accountable FEPP property.



13. To promptly report any FEPP property when it is no longer needed by the COOPERATOR to the STATE and the USDA Forest Service for disposal authority. The COOPERATOR is not to release FEPP property to anyone unless the STATE and the USDA Forest Service have provided the proper authorization and documentation needed. The COOPERATOR is to provide reasonable access to authorized personnel for inspection and removal of FEPP property.
14. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned FEPP property remains with the COOPERATOR and must be removed prior to the disposal process.
15. Accidents involving FEPP property must be reported directly to the STATE within 10 days of the situation. This includes accidents that result in death, injury, illness, or property damage (more than \$350). Depending on the type of accident, the STATE will provide direction to the COOPERATOR on the information required to be submitted to the USDA Forest Service.
16. Lost, stolen, damaged or destroyed FEPP property shall be reported to the STATE for proper documentation and handling.
17. When FEPP property is lost, damaged, destroyed or stolen, a determination is required whether there was negligence on the part of the COOPERATOR. The STATE shall make a recommendation to the USDA Forest Service Property Management Officer (PMO) whether there was negligence or gross negligence.
  - a. Negligence: The failure to abide by Federal rules and regulations.
    - i. Repeated instances of negligent damage to FEPP property by staff of the COOPERATOR may be cause for the STATE to suspend further acquisitions by the COOPERATOR until the reasons for the negligence are identified and steps taken to prevent further instances.
  - b. Gross negligence: The intentional, willful, or wanton failure to exercise a reasonable degree of care to protect FEPP property in one's custody in reckless disregard of the consequences of the actions.
    - i. If the STATE determines that there is apparent gross negligence on the part of the COOPERATOR staff, the findings plus all supporting documentation shall be forwarded by the STATE to the USDA Forest Service PMO for a final determination.
    - ii. Should the USDA Forest Service submit the final determination is one of gross negligence and sends the STATE a Bill of Collection for FEPP property under the COOPERATOR's care, the COOPERATOR will reimburse the STATE for all the costs listed on the Bill of Collection.
    - iii. The COOPERATOR shall be suspended from acquiring any additional FEPP property for a set time as determined by the STATE.
    - iv. A second case of gross negligence will cause the COOPERATOR to lose all privileges of participation in the FEPP program as determined by the STATE.
18. To perform/participate in the physical inventory process on FEPP property in the COOPERATOR's possession every two (2) years.
19. The STATE and the USDA Forest Service will periodically conduct joint reviews of the FEPP program to ensure compliance with the USDA Forest Service and other applicable statutes, regulations and policies are being followed. The COOPERATOR must participate and provide access to all physical FEPP property along with access to all FEPP documentation during the review. The STATE is authorized to perform audits and reviews by STATE personnel, in between joint reviews, to provide the USDA Forest Service information for FEPP program improvements.

20. To retain all documentation on all inventoried FEPP property for six (6) years and three (3) months after the year designated for the disposal of the property. The STATE will send all mandatory documentation required for acquisition, management and disposal of FEPP property to the COOPERATOR as these processes occur.
  21. The COOPERATOR must provide access to and the right to examine all records, books, papers or documents relating to the FEPP program to the USDA Forest Service, the USDA Office of the Inspector General (OIG), the Comptroller General of the United States, the STATE and their authorized representatives.
  22. To comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.
- V. OTHER AGREEMENT TERMS  
IT IS MUTUALLY AGREED THAT:
1. Title to all FEPP property shall remain vested in the United States federal government.
  2. The COOPERATOR shall complete a resolution, or a statement from their governing board/council, approving participation in the FEPP program. The resolution must be received with this Cooperative agreement as a requirement of the Terms and Conditions before the STATE will prepare or continue (in the case of a renewal agreement) the COOPERATOR's access to screen and manage FEPP property.
  3. All FEPP property loaned to the COOPERATOR shall be for an indefinite period of time, unless the COOPERATOR is negligent of program requirements as detailed in the Terms and Conditions of this Cooperative agreement as well as any Federal regulations that govern the FEPP program. The agreement may be terminated by either party after giving notice 60 days in advance of such termination to the other party.
  4. The STATE will not be responsible for furnishing spare parts for FEPP property and the COOPERATOR accepts all FEPP property "as is" without any warranties of any kind, either expressed or implied.
  5. Amendments to this Cooperative agreement covering acquisitions and disposals of FEPP property will be submitted by the STATE to the COOPERATOR for review and signature. These Amendments will be sent upon completion of the action taken and must be returned signed and dated by the COOPERATOR to the STATE to maintain accurate record keeping as required by the USDA Forest Service.
  6. COOPERATORS with any FEPP property will cooperate with regulatory agencies to ensure compliance with Federal and State regulations, program and property management requirements.
  7. In the event of any dispute over FEPP loaned equipment or any terms or conditions contained herein, the dispute shall be decided by the STATE and its decision shall be binding and final.

8. The parties hereto agree that the COOPERATOR, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the COOPERATOR, performing under the terms of this Cooperative agreement, are not acting as officers, employees or agents of the State or the Federal government.
9. The COOPERATOR agrees to defend, indemnify, save and hold harmless the STATE as defined herein, and the Department of Forestry and Fire Protection (CAL FIRE), their officers, agents and employees against all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the COOPERATOR, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property transferred.
10. The period of this agreement is for five (5) years from the date of last signature on page six (6) and entered on page one (1), if no violations or signatory changes occur. Thereafter, the agreement shall be reviewed every other year for compliance by the STATE during the agreement review process and extended if no violations or changes have occurred, not to exceed a five (5) year term renewal. This Cooperative agreement supersedes all prior agreements related to the FEPP program.
11. Either party may terminate this agreement by providing written notice to the other party 60 days prior to the termination date. If the agreement is terminated, the COOPERATOR shall be ineligible to continue participation in the FEPP program. Upon termination of this Cooperative agreement, all FEPP property assigned to the COOPERATOR shall be returned to the STATE. Prior to terminating a COOPERATOR's eligibility for cause, the STATE shall attempt alternative resolutions.
12. Any information provided to the STATE under this Cooperative agreement is subject to the Freedom of Information Act (5 U.S.C. §§ 551 *et seq.*).
13. The primary contact information of the parties hereto, for all notices, payments, repayments, or any other activity required or contemplated under the terms of this Cooperative agreement are:

Cooperator Name:	
Sacramento Metropolitan Fire District	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
Contact Name: Todd Harms	
Title: Fire Chief	
Street Address: 10545 Armstrong Ave. Suite 200	Street Address: 710 Riverpoint Court West Sacramento, CA 95605
Mailing Address:	Mailing Address: P.O. Box 944246
City: Mather	City: Sacramento
Zip: 95655	Zip: 94244-2460
Phone Number: (916) 859-4300 Ext.	Phone Number: (916) 894-9804
Cell Phone Number: ( ) -	Fax Phone Number: (916) 894-9880
Email:	Email: <a href="mailto:FederalProperty@fire.ca.gov">FederalProperty@fire.ca.gov</a>



14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: Amador-El Dorado Unit (AEU)	Point of Contact: AEU Forestry Logistics Officer
Physical Address: 11600 Highway 49	
City: Sutter Creek	Zip Code: 95685
Phone Number: (530) 708-2710 Ext. :	

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year of the last signature below.

<b>COOPERATOR</b>	
NAME OF COOPERATOR: <b>Sacramento Metropolitan Fire District</b>	
BY (Authorized Signature):  <i>[Signature]</i>	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Todd Harms, Fire Chief</b>	
<b>STATE OF CALIFORNIA Department of Forestry and Fire Protection (CAL FIRE)</b>	
BY (CAL FIRE Unit Chief):  <i>[Signature]</i>	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Scott Lindgren, Unit Chief, Amador-El Dorado Unit (AEU)</b>	
BY (CAL FIRE Property and Local Services Manager):  <i>[Signature]</i>	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Nicole Harner, Property and Local Services Manager</b>	

STATE OF CALIFORNIA  
 THE NATURAL RESOURCES AGENCY  
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE  
 USDA FOREST SERVICE  
 FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM  
 Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

**ATTACHMENT A**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

	ITEM:	SERIAL #:	PROPERTY #
1.	Foam Unit, Dry Chem, Mdl-K450/LW50	A340617585	AG0001477861
2.	Fuel Tender, 1988 GMC 7000	1GD57D4GXJV515896	AG0001558047
3.			
4.			
5.			
6.			
7.			

Rev. June 2020



**TODD HARMS**  
*Fire Chief*

# **Sacramento Metropolitan Fire District**

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

**DATE:** July 23, 2020  
**TO:** Board of Directors  
**SUBJECT:** Special Fire Tax – Sloughouse/Rancho Murieta Area

## **TOPIC**

Board action is required in order to authorize Sacramento County to collect the District's Special Fire Tax in the Sloughouse/Rancho Murieta area for fiscal year 2020/21.

## **BACKGROUND**

Under the provisions of the California Constitution and by more than a two to one margin, the residents of the Sloughouse/Rancho Murieta area approved in November 2000 a Special Tax to help pay for the fire protection, prevention and training services in their community. The Special Tax, initiated to replace the Fire Suppression Assessment Fee that had been in place in the area since 1986, was capped at a maximum of \$100 per parcel.

## **DISCUSSION**

The County Assessor cannot levy nor collect our Special Fire Tax in the Sloughouse/Rancho Murieta area without formal annual authorization from the District. To have our Special Fire Tax placed on the tax rolls, the Board must adopt a resolution authorizing the County Assessor to make the levy.

The District has contracted with NBS to assist with the administration of the Sloughouse/Rancho Murieta Special Tax, and they have estimated that the tax will generate \$339,300 in revenues for fiscal year 2020/21.



### FISCAL IMPACT

Absent formal authorization from the District's Board, the County Assessor cannot levy our Special Fire Tax in the Sloughhouse/Rancho Murieta area. Failure to assess the fee will result to a loss of revenues of approximately \$339,300.

### RECOMMENDATION

Staff recommends adoption of the resolution authorizing the County Assessor to incorporate the \$100 per parcel Special Fire Tax for the Sloughhouse/Rancho Murieta area with the 2020/21 Sacramento County property tax levy.

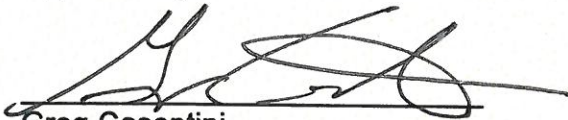
Submitted by:



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Amanda Thomas  
Chief Financial Officer

Approved by:



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Greg Casentini  
Deputy Chief, Administration

Attachment:

- 1) Resolution to Collect a Special Tax Authorized in the Sloughhouse/Rancho Murieta Area and to Authorize the County to Collect the Funds



# Sacramento Metropolitan Fire District

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

**RESOLUTION NO. 2020-\_\_\_\_**  
**BEFORE THE GOVERNING BOARD OF**  
**THE SACRAMENTO METROPOLITAN FIRE DISTRICT**  
**County of Sacramento, State of California**

**A RESOLUTION TO COLLECT A SPECIAL TAX AUTHORIZED IN**  
**THE SLOUGHHOUSE /RANCHO MURIETA AREA AND TO AUTHORIZE**  
**THE COUNTY TO COLLECT THE FUNDS FOR FY 2020/21**

**WHEREAS**, the electorate of the Sacramento Metropolitan Fire District passed a Special Tax for fire operating expenses in the Sloughhouse/Rancho Murieta Area; and

**WHEREAS**, the Special Tax authorization is adopted pursuant to Article XIII C, Section 2(d) of the California Constitution; and

**WHEREAS**, the purpose of the Special Tax is to establish a stable source of supplementary funds to acquire, operate, and maintain fire suppression equipment and services, or for the purpose of paying the salaries and benefits of firefighting personnel, or both, whether or not these services are actually used; and

**WHEREAS**, on November 7, 2000, the residents of the Sloughhouse/Rancho Murieta Area voted on and successfully passed Measure Q by a yes vote of 2,100 and a no vote of 872; and

**WHEREAS**, the Board of Directors of the Sacramento Metropolitan Fire District now agrees to collect the Special Tax for this 2020/21 fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento Metropolitan Fire District authorizes the Sacramento County Office of Auditor/Controller to collect these funds for the District from an estimated 3,393 parcels at \$100.00 each for an approximate levy amount of \$339,300.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of July 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested By:

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





# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

**DATE:** July 23, 2020  
**TO:** Board of Directors  
**SUBJECT:** FY2020 Assistance to Firefighters Grant – COVID-19 Supplemental Award

## BACKGROUND

On April 24, 2020, FEMA's Grant Programs Directorate issued a Notice of Funding Opportunity (NOFO) for the FY2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental grant (AFG-S) for the purpose of providing financial assistance to eligible fire agencies for critical personal protective equipment (PPE) and supplies needed to prevent, prepare for, and respond to the COVID-19 public health emergency.

On May 13, 2020, Metro Fire submitted an application for funding totaling \$171,678 to the FY2020 AFG-S program for PPE (including respirators, gowns, procedure masks, gloves, and eye protection) and supplies for disinfecting and sanitizing stations, apparatus, PPE, and equipment (including sprays, wipes, hand sanitizer, laundry disinfectant, floor disinfectant, and disinfecting solution). \$24,142 was requested for the reimbursement of PPE and supplies purchased between January-April, 2020 in response to the pandemic, with the other \$147,536 requested for anticipated PPE and supply needs through October 2020.

## DISCUSSION

Metro Fire received a notification of award on July 8, 2020 in the amount of \$171,678, with a federal share of \$156,071 and a District match of \$15,607.

## FISCAL IMPACT

Grant funding in the amount of \$68,700 has been accrued for FY19/20 for the federal share of purchases totaling \$75,569 made between January-June 2020, with a District match of \$6,869. The remaining funding in the amount of \$96,109 will be added to the FY20/21 budget, with a federal share of \$87,372 and a District match of \$8,737.

## RECOMMENDATION

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

### Submitted by:

  
Erin Castleberry  
Administrative Specialist

  
RMarie Jones  
Accounting Specialist

### Approved by:

  
Amanda Thomas  
Chief Financial Officer



# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

## RESOLUTION NO. 2020-\_\_\_

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

#### A RESOLUTION ACCEPTING FY2020 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM – COVID-19 SUPPLEMENTAL AWARD

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

**WHEREAS**, Metro Fire submitted a FY2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental (AFG-S) application totaling \$171,678 for personal protective equipment (PPE) and supplies needed to prevent, prepare for, and respond to the COVID-19 public health emergency; and

**WHEREAS**, Metro Fire received an award notification on July 8, 2020 in the amount of \$171,678.

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

1. Accept a grant award in the amount of \$171,678 from the FY2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to execute and/or submit all required documents in order to administer the funds awarded.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of July, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

**Attested by:**

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

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





# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

**RESOLUTION NO. 2020-\_\_\_**

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

**RESOLUTION ADOPTING A BUDGET AMENDMENT  
TO THE PRELIMINARY BUDGET FOR THE GRANTS FUND 212A  
FOR THE FISCAL YEAR 2020/21**

**WHEREAS**, the Sacramento Metropolitan Fire District (District) has accepted a FY2020 Assistance to Firefighters Grant – COVID-19 Supplemental in the amount of \$171,678; and

**WHEREAS**, on June 11, 2020, the District adopted the Preliminary Budget for the General Fund 212A for Fiscal Year 2020/21, which did not include this funding.

**THEREFORE, BE IT RESOLVED**, in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for the General Fund 212A for the Fiscal Year 2020/21 will be and is hereby further amended in accordance with the following:

<b>ACCOUNT</b>	<b>FUND</b>	<b>FUND CENTER</b>	<b>COST CENTER</b>	<b>ACCOUNT CATEGORY</b>	<b>BUDGET INCREASE/ (DECREASE)</b>
50598000	212G	2126000	2126000000	OPERATING TRANS OUT (212G)	\$8,737.13

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

**PASSED AND APPROVED** this 23<sup>rd</sup> day of July, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

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

**Attested by:**

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





# Sacramento Metropolitan Fire District

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

**TODD HARMS**  
Fire Chief

## RESOLUTION NO. 2020-\_\_\_

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

### RESOLUTION ADOPTING A BUDGET AMENDMENT TO THE PRELIMINARY BUDGET FOR THE GRANTS FUND 212G FOR THE FISCAL YEAR 2020/21

**WHEREAS**, the Sacramento Metropolitan Fire District (District) has accepted a FY2020 Assistance to Firefighters Grant – COVID-19 Supplemental in the amount of \$171,678; and

**WHEREAS**, on June 11, 2020, the District adopted the Preliminary Budget for the Grants Fund 212G for Fiscal Year 2020/21, which did not include this funding.

**THEREFORE, BE IT RESOLVED**, in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget for the Grants Fund 212G for the Fiscal Year 2020/21 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
20225200	212G	2126000	2126000000	SERVICES AND SUPPLIES	\$96,109.15
95953100	212G	2126000	2126000000	AID/OTHER LOCAL GOV'T	(\$87,371.26)
59599100	212G	2126000	2126000000	OPERATING TRANS IN (212A)	(\$8,737.13)

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

**PASSED AND APPROVED** this 23<sup>rd</sup> day of July, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

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

**Attested by:**

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