



ADAM A. HOUSE
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 AMENDED AGENDA

Thursday, November 14, 2024, 2024 – 6:00 PM

Sacramento Metropolitan Fire District

10545 Armstrong Avenue

Board Room – Second Floor

Mather, California

&

Remotely Via Zoom

Webinar ID: 827 3461 0232 #

Passcode: metro2101

Phone: 1 (669) 444-9171 or 1 (669) 900 6833

 Passcode: 838771796 #

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

Grant Goold
Board President
Division 2

Ted Wood
Board Vice President
Division 4

Jennifer Sheetz
Board Secretary
Division 5

Cynthia Saylor
Board Member
Division 1

Robert Webber
Board Member
Division 3

D'Elman Clark
Board Member
Division 6

Brian Rice
Board Member
Division 7

Gay Jones
Board Member
Division 8

John Costa
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 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.

Serving Sacramento and Placer Counties



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REGULAR BOARD MEETING

THURSDAY, NOVEMBER 14, 2024

- 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 the Comcast and AT&T U-Verse cable systems. This meeting is also webcast at metro14live.saccounty.gov. **Today's meeting replays at 2:00 p.m. on Saturday, November 16, 2024 and again at 6:00 p.m. on Monday, November 18, 2024, on Channel 14.** The recording of 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

Page No.

1. **Action Summary Minutes** 5
Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of October 10, 2024.
2. **Revision of Board Policy 01.001.03 – Non-Discrimination Policy** 11
Recommendation: Approve the revisions to the Non-Discrimination Policy #01.001.03.



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REGULAR BOARD MEETING

THURSDAY, NOVEMBER 14, 2024

3. **Adopt Resolution – Contract Award – Construction Management Services 37**
Recommendation: Adopt Resolution approving a contract award to Kitchell/CEM, Inc. and authorize the Fire Chief or his designee to negotiate, execute and administer an agreement materially similar to the attached agreement. Authorize the Fire Chief or his designee to negotiate, execute and administer an agreement with the next highest ranked proposer if, after having bargained in good faith, the District is unable to conclude a final agreement with the highest ranked proposer within 10 calendar days.

4. **Adopt Resolutions – Employer’s Contribution Under the Public Employees’ Medical and Hospital Care Act (CalPERS) 51**
 - A. Resolution – Fixing SMFD’s Vesting Contribution Under Section 22896 of the Public Employees’ Medical and Hospital Care Act - 000 All Employees
 - B. Resolution – Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees’ Medical and Hospital Care Act - 000 All Employees
 - C. Resolution – Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees’ Medical and Hospital Care Act - 700 All Employees (Non-PERS)**Recommendation:** Adopt Resolutions establishing the health premium contributions to reflect the new benefit cap with CalPERS effective January 1, 2025.

ACTION ITEMS:

1. **Adopt Resolution – 2024 Response Standards and Service Level Objectives 58**
(Planning & Development/Operations)
Recommendation: Adopt Resolution adopting the 2024 Response Standards and Service Level Objectives.

2. **Adopt Resolution – Commending Director Sheetz 79**
(Deputy Chief Bailey and Board Clerk Rittburg)
Recommendation: Adopt Resolution commending Director Jennifer Sheetz for her eight years of service on the Board.

REPORTS:

1. **PRESIDENT’S REPORT — (President Goold)**

2. **FIRE CHIEF’S REPORT — (Deputy Chief Bailey)**

OPERATIONS REPORT – (Deputy Chief Mitchell)

ADMINISTRATIVE REPORT – (Out-of-Class Deputy Chief Johnson) – No Report



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SUPPORT SERVICES REPORT – (Deputy Chief Bailey) – **No Report**

3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** – *Captain Sean Scollard, 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 Goad)
Next Meeting: TBD

B. **Communications Center JPA** – (Deputy Chief Bailey)
Next Meeting: November 12, 2024 at 9:00 AM

C. **Finance and Audit Committee** – (Director Jones)
Next Meeting: January 23, 2025 at 5:30 PM

D. **Policy Committee** – (Director Costa)
Next Meeting: December 12, 2024 at 5:30 PM

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 at 10545 Armstrong Avenue, Mather, CA


- Regular Board Meeting – December 12, 2024 at 6:00 PM

Original Agenda Posted on November 7, 2024, by 4:30 p.m.

Amended Agenda Posted on November 11, 2024, by 5:30 p.m.

Marni Rittburg, CMC, CPMC
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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ADAM A. HOUSE
Fire Chief

ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, October 10, 2024

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 6:00 pm by President Goold. Board members present: Clark, Costa, Goold, Jones, Rice, Saylor, Sheetz, Webber, and Wood. Board members absent: None. Staff present: Chief House and Board Clerk Rittburg.

PUBLIC COMMENTS

One (1) public comment was received.

CONSENT ITEMS

Moved by Director Jones seconded by Wood 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 September 12, 2024.
Action: Adopted the Action Summary Minutes.
- 2. Contract Approval – Scott’s PPE Recon for Care & Maintenance of Personal Protective Equipment**
Recommendation: Authorize the Fire Chief or his designee to execute a piggyback agreement with Scotts PPE Recon Inc. for the provisions of turnout gear inspection, cleaning, repair, and alteration services. This contract would be in effect until all extensions have been exhausted by the City of San Jose or unless terminated sooner.
Action: Approved.

PRESENTATION ITEMS

1. **Ad Hoc Committee Update**

(Director Webber)

Recommendation: Receive update.

Action: Director Webber updated the Board on the accomplishments of the Ad Hoc Committee. Director Webber thanked all the members of the Ad Hoc Committee for their hard work and commitment.

2. **25 Years of Service to Director Goold**

(Chief House)

Recommendation: Receive presentation, no action required.

Action: Chief House presented Director Goold with his 25 years of service pin.

REPORTS

1. **PRESIDENT'S REPORT - *(President Goold)***

No report except to offer gratitude to my fellow Board Members.

2. **FIRE CHIEF'S REPORT — *(Deputy Chief Mitchell)***

Good evening, President Goold, Directors, Colleagues, and Members of the Public.

New Hire:

The District would like to welcome:

- Angela Lewis, hired for the position of Workers' Compensation Coordinator effective October 1. Angela came to the podium and introduced herself to the Board.

Other:

- With member health and wellness as a top priority, Peer Support Program Manager Captain Manfredi, Coach Gallagher, and I attended last week's annual Fire Service Psychology Association conference in Washington, D.C. This was the first time that Metro Fire had attended this conference, and that was primarily attributed to the personal invite I received from DCs Fire and EMS Chief, John Donnelly. *Metro Fire was the only fire department from the West Coast in attendance at the conference.*

The conference served as a networking opportunity to join fire service leaders, psychologists, clinicians, and other peer support team members in sharing information that is assisting in developing fire service psychology, education on current liability, safety trends, latest research, and best practices as it relates to bridging the gap between professional psychology and the fire service.

- On Monday, October 7, several members attended and participated in the Fallen Brother statue replacement event at the new memorial site at Capitol Park. Thank you to the Ca Fire Foundation for coordinating and including us in this event.

- As a reminder, the California FF Memorial Ceremony will be held this Saturday, October 12, at 3 p.m., at the Safe Credit Union Convention Center. Retired Captain Robert (Bob) Bruce will be honored, and his name will be added to the memorial wall.

OPERATIONS REPORT – (Deputy Chief Mitchell)

Shift Commander Spotlight:

Battalion Chief Aldrich brought in Station 61 crew to talk about the special operations program: Unmanned Aerial Vehicle (UAV) Program.

The items discussed were:

- The basic capabilities and functions of our UAV program
- Types of incidents it can assist with
- Specific response examples both at Metro and to our neighboring agencies

The crew also performed a live demonstration to show the Board Members what the incident commander would see from their perspective by utilizing a tablet.

ADMINISTRATIVE REPORT – (Out-of-Class Deputy Chief Johnson)

COMMUNITY RELATIONS DIVISION

- Night at the Museum was a huge success! This event was held in recognition of Fire Prevention Week. We collaborated with the City of Rancho, the Sacramento Museum, and other fire and life safety organizations such as the Firefighters Burn Institute, Red Cross, UC Davis, and Kiwanis to provide fun and interactive ways to teach safety to children in our area.
- Fire Station 28 Open House in Citrus Heights will be held on October 19 from 10 to noon. Bring your families and enjoy fun activities.

RECRUITMENT & OUTREACH

- On September 28th, our Explorers participated in the first annual Northern California CSFA Explorer Muster. Our team took home the first-place trophy. Chief House and Chief Fiorica attended. Thanks to Chief Johnson at El Dorado Hills FD for hosting.

SUPPORT SERVICES REPORT – (Deputy Chief Bailey)

Facilities:

- Station 42 shed removal is complete and the fence has been repaired, thank you to Facilities as well as Deputy Fire Marshall Amy Nygren.
- District wide generator services start this month and will continue through November.
- Station 106 Generator transfer switch replacement is complete.
- Continuing to work on Station maintenance and upkeep.
- Stations 66, 25, and 27 asphalt repairs, reseal and restripes are complete.

Communications:

- Communications equipment has been installed in 6 new medics, completing all 6 units.
- Congratulations to Alejandro Ybarra on his promotion to Communications Supervisor.

CRRD:

- Deputy Fire Marshall Amy Nygren spoke on Fire Prevention week is observed each year during the week of Oct. 9th. This year, Oct. 6 – 12. It was established to commemorate the tragic 1871 Great Chicago Fire. The fire burned for three days and killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures and burned more than 2,000 acres.

In a fire, mere seconds can mean the difference between a safe escape and a tragedy. This year's Fire Prevention Week campaign is "Smoke alarms: Make them work for you!". This campaign strives to educate everyone about the importance of having working smoke alarms in the home. It is important that smoke alarms are installed in every bedroom, outside each sleeping area, and on every level of the home. Test your smoke alarms at least once a month and make sure everyone knows the sound of the alarm and how to respond. Replace all smoke alarms when they are 10 years old from the date of manufacture or when they stop responding when testing.

- At last night's City of Citrus Heights Council Meeting, Deputy Fire Marshall Nygren, on behalf of Metro Fire, received a proclamation proclaiming Oct. 6-10th as "Fire Prevention Week".

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT (Captain Sean Scollard, *Local 522 Vice President*)

522 Unit Director Captain Pete Votava gave the Local 522 report for Captain Scollard. Congratulations to Director Goold for 25 years on the Board and your unwavering support. Thank you to Chief House for attending the service for West Sacramento Fire Department Engineer Timothy Hall. Thank you to the members who are volunteering their time to support Measure O. We urge members to attend the California FF Memorial Ceremony this Saturday, October 12 at Capital Park.

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 Goold)

No Report

B. Communications Center JPA – (Deputy Chief Bailey)

No Report

C. Finance and Audit Committee – (Director Jones)

No Report

D. Policy Committee – (Director Saylor)

Met tonight on the revised Non-Discrimination Policy Board Policy which will come to the Board for approval at a future meeting. The District Vehicle Use Policy was pulled from the agenda for future review and will be brought back to the Policy Committee at a future meeting.

BOARD MEMBER QUESTIONS AND COMMENTS

Director Saylor thanked Engine 111 Captain Pete Votava, Firefighter Daniel O'Maley and Firefighter Andrew Palmer for their help.

Director Sheetz thanked Director Goold for his 25 years of service. I've been honored to serve with you for eight years.

Director Clark congratulated Director Goold for 25 years of service on the Board. Thank you for the mentorship and leadership.

Director Wood echoed the sentiments of his fellow Directors in thanking and congratulating Director Goold for 25 years of service.

Director Rice expressed gratitude to Director Goold for his commitment to the community, education and to this organization. You taught me what real patient care looks like and I'm honored to serve with you.

Director Jones echoed the sentiments of his fellow Directors in thanking and congratulating Director Goold for 25 years of service. Shout out to the Engine 62 crew for participating in the Annual Picnic in the Park. Shout out to BC Tom Koscielny and Captain Mike Rowan, Engineer Ryan Wolfe and Firefighter Alexander Pibl for the generosity of their time.

Director Costa echoed the sentiments of his fellow Directors in thanking and congratulating Director Goold for 25 years of service. Thank you to the Ad Hoc Committee on all the work they have done.

Director Goold thanked his wife for supporting him for 25 years. There is no way I could do this without her support and the support of my family.

CLOSED SESSION:

The Board recessed to Closed Session at 7:11 p.m. on the following matter:

1. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (a) – ONE (1) MATTER OF WORKERS COMPENSATION SETTLEMENT AUTHORITY:

1. Brian Watley and the Sacramento Metropolitan Fire District
Claim # 4A2208B0Z9F00001 – Workers Compensation Settlement
Authority
Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP

Moved by Director Wood, seconded by Director Costa, and carried 8 - 1 by members present to give authority to its third-party administrator to conclude a settlement of the matter.

CLOSED SESSION REPORT OUT:

The Board reconvened to open session at 7:25 p.m. General Counsel John Lavra reported the Board met in closed session on one matter: 1. Workers Compensation Claim of Brian Watley, the Board voted 8 to 1 to give authority to its third-party administrator to effectuate a settlement in the matter.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2024-10-10-board-meeting>

https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA

ADJOURNMENT

The meeting was adjourned at 7:26 p.m.

Grant Goold, President

Jennifer Sheetz, Secretary

Marni Rittburg, CMC
Board Clerk



Sacramento Metropolitan Fire District

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ADAM A. HOUSE
Fire Chief

DATE: November 14, 2024
TO: Board of Directors
SUBJECT: Revision of Board Policy
Policy 01.001.03 – Non-Discrimination Policy

TOPIC

Adopt the proposed changes to existing Board Policy 01.001.03 Non-Discrimination Policy.

DISCUSSION

The existing Disabilities and Age Discrimination Policy was created on March 2, 2009, and last revised on July 13, 2017. The policy title and policy have been edited to include all protected classes required by California state and federal laws. In addition, the policy has been edited to include language required by the Department of Homeland Security (DHS), as an agency that receives federal grants.

The DHS required the following procedures be accessible to the public: procedures on how the public can file a discrimination complaint against the District, procedures on how the public can request a reasonable accommodation, and procedures on how the public can request access to interpretation/translation services.

RECOMMENDATION

Recommend the Board of Directors approve the revisions to the Non-Discrimination Policy.

Submitted By:

Approved By:



Melissa Maddux
Chief Human Resources Officer



Michael Johnson
Interim Deputy Chief of Administration

Sacramento Metropolitan Fire District

BOARD POLICY

POLICY TITLE: Non-Discrimination Policy

OVERSIGHT: Administration

POLICY NUMBER: 01.001.03

EFFECTIVE DATE:

03/02/2009

REVIEW DATE: 10/10/2024

Background

The Sacramento Metropolitan Fire District (District) prohibits discrimination and harassment based on the following characteristics: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions) gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran or military status, domestic violence victim status, political affiliation, or any other classification prohibited by California state or federal law.

It is the policy of the District that all facilities, programs and services be accessible to and usable by disabled individuals, unless providing access results in an undue hardship to the District or causes a fundamental alteration of the programs or services.

The District complies with Federal civil rights laws and is committed to providing its programs and services without discrimination in accordance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin (including language), Section 504 of the Rehabilitation Act 1973, which prohibits discrimination based on disability, Title IX of the Education Amendments Act of 1972, which prohibits discrimination based on sex in education programs or activities, Age Discrimination Act of 1975, which prohibits discrimination based on age, and U.S. Department of Homeland Security regulations 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs, The Pregnant Workers Fairness Act (PWFA), which requires covered employers to provide "reasonable accommodation" to a qualified employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions. The District is committed to nondiscrimination in the provision of its programs and activities to program beneficiaries.

Purpose

To ensure that all employees and the public are treated in accordance with the District's mission and values of non-discrimination, and to ensure compliance with all applicable Federal and California statutes and local regulations.

Scope

This policy applies to all District employees and/or individuals in any District workplace or worksite location, and all employment related decisions. This policy also applies to program participants, customers, clients, consumers, and members of the public. The Federal Civil Rights Act of 1964 states that no business (public or private) serving the public can discriminate based on a customer's national origin, sex, religion, color or race.

Definitions

1. **Age Discrimination:** Taking adverse action, whether employment or otherwise, toward any individual age forty (40) and over, when that action is based solely on age.
2. **Confidentiality:** This policy applies to the identity of the applicant in all oral or written communications, including all files and documents submitted by an applicant as part of the application process
3. **Discrimination:** The unequal treatment of an employee or applicant in any aspect of employment, based solely or in part on the employee's or applicant's, protected characteristic, including their perceived protected characteristic. Discrimination includes unequal treatment based upon the employee's or applicant's association with a member of a protected class. Discrimination may include but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected characteristic; allowing the applicant's or employee's protected characteristic to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation , and/or information to applicants or employees because of their characteristic.
4. **Essential Job Functions:** Those job tasks that are fundamental and primary to the position, such as the reason the position exists is to perform that function.
5. **Harassment:** Unwelcome disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected characteristics. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing) visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, or making physical contact in an unwelcome manner).
6. **Impairment:** Any physiological, mental, or psychological disorder or condition which substantially limits "major life activities," such as walking, seeing, speaking, hearing, breathing, learning, or working. Examples range from obvious impairments such as orthopedic and muscular disorders requiring wheelchairs or other equipment to perhaps less obvious impairments such as cancer, heart disease, epilepsy, diabetes, alcoholism, learning disorders, communicable diseases, and psychoses.
7. **Limited English Proficiency (LEP):** Persons who do not speak English as their primary language and who have limited ability to read, speak, write, or understand English.
8. **Meaningful Access:** Meaningful access is the provision of language assistance services that results in accurate, timely, and effective communication at no cost to the person who is LEP. For individuals who are LEP, meaningful access

denotes access that is not significantly restricted, delayed, or inferior as compared to programs or activities provided to English proficient individuals.

9. **Qualified Individuals with Disabilities:** An individual is considered a person with a disability if they have: 1) a physical or mental impairment that substantially limits one or more major life activities; or 2) having a record of such impairment; or, 3) being regarded as having such impairment. Major life activities include, but are not limited to, functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
10. **Protected Class Characteristics:** In California discrimination based on the following protected classes is prohibited: race, religion, color, citizenship, national or ethnic origin, ancestry, sex (including pregnancy, childbirth, lactation or related medical conditions), gender, gender identity, gender expression, gender transition, sexual orientation, physical or mental disability (including having a history of a disability or being regarded as being disabled), medical condition (cancer-related or genetic characteristics), predisposing genetic information (including family medical history), marital status, age (at least 40 years of age), veteran or military status.
11. **Reasonable Accommodation(s):** The act of providing rational means to enable an otherwise qualified individual with a disability to enjoy equal opportunity status. This may include, but is not limited to, making reasonable modifications in policies, practices, and procedures; furnishing, at no charge, to the qualified individuals with disabilities, auxiliary aids and services, which are not limited to equipment, devices, materials in alternative formats, and qualified interpreters or readers; and making each service, program, or activity, when viewed in its entirety, readily accessible to and usable by qualified individuals with disabilities requesting accommodations. While not requiring that each existing facility be accessible, the standard, known as "program accessibility," must be provided by methods including alteration of existing facilities, acquisition or construction of additional facilities, relocation of a service or program to an accessible facility, or provision of services at alternate sites.
12. **Retaliation:** Any adverse employment action taken against an applicant or employee because that person engaged in activity protected under this policy or reasonably thought to be protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigation or proceedings arising out of a violation of this policy.

Policy

1. The District will not tolerate or condone discrimination from any employee, regardless of employment status.
2. It is prohibited for any employee of the District to discriminate against participants, customers, clients, consumers, and members of the public based on

a customer's national origin (including limited English proficiency), sex, age, disability, religion, color or race.

3. It is prohibited for any employee of the District to refuse to hire, train, promote, or provide equitable employment conditions (including compensation) to any employee or applicant, or to discipline or dismiss an employee in whole or part on the basis of such person's protected characteristics, except where the doctrine of business necessity or bona fide occupational qualification can reasonably be established by the Chief Human Resources Officer.
4. It is prohibited for an employee, contractor, or agent of the District to engage in conduct which interferes with a person's work or work environment through unwelcome, offensive or harassing behavior based on the person's protected characteristics.
5. All District employees are responsible for maintaining a work environment free from discrimination.
6. The District will not discriminate against any individual who demonstrates the qualifications necessary to perform the duties of a particular position whether with or without, reasonable accommodation.
7. No protected characteristics will be considered as a factor in satisfactorily performing a job/task except for those which are critical to the performance of such task.
8. Under the PWFA, the District must not:
 - a. Fail to make a reasonable accommodation for the known limitations of an employee or applicant, unless the accommodation would cause an undue hardship.
 - b. Require an employee to accept an accommodation other than a reasonable accommodation arrived at through interactive process.
 - c. Deny a job or other employment opportunities to a qualified employee or applicant based on the person's need for a reasonable accommodation.
 - d. Require an employee to take leave if another reasonable accommodation can be provided that would let the employee keep working.
 - e. Punish or retaliate against an employee or applicant for requesting or using a reasonable accommodation for a known limitation under the PWFA, reporting or opposing unlawful discrimination under the PWFA, or participating in a PWFA proceeding.
 - f. Coerce individuals who are exercising their rights or helping others exercise their rights under the PWFA.
9. Individuals who are disabled may request reasonable accommodation to assist in accessing District facilities, programs or services open to the public, or for employees to carry out their essential job functions. How to request for a

reasonable accommodation is described under "Reasonable Accommodation Procedures."

10. All District employee(s) who believe that they have witnessed or have knowledge of any discrimination in the workplace is strongly encouraged to report the acts of occurrences.
11. All District employee(s) who believe that they have been the victim of discrimination shall immediately report the alleged discrimination as described under "Complaint Procedures."
12. All District program participants, customers, clients, consumers, and members of the public who believe that they have been the victim of discrimination shall immediately report the alleged discrimination as described under "Complaint Procedures."
13. There shall be no retribution, retaliation, or reprisal against an employee, program participant, customers, clients, consumers or members of the public for exercising a right to grieve, appeal, or file a complaint through established procedures.
14. Responsibilities:
 - a. All District employees and/or individuals in any District workplace or worksite location shall be responsible for:
 - i. Maintaining a work environment free of discrimination complying with this policy.
 - ii. Reporting complaints of discrimination to a Supervisor/Manager or the Human Resources Division immediately.
 - iii. Cooperating fully with all investigations of discrimination and implementation of remedial measures.
 - iv. Refraining from retaliating against any employee who participates in an investigation or opposes discriminatory practices.
 - b. Supervisor/Managers/Division Heads shall be responsible for:
 - i. Contacting the Human Resources Division immediately upon receiving a complaint or when made aware of a situation involving potential violations of this policy.
 - ii. Supervisors/Managers who know or should have known of discrimination and fail to report such conduct and fail to take immediate corrective action are also subject to disciplinary action up to and including termination from employment.
 - iii. Assisting the Chief Human Resources Officer by ensuring that the workplace remains free of discrimination.
 - iv. Contacting the Chief Human Resources Officer immediately upon receiving a complaint from an employee or notification that a complaint

has been filed with the California Civil Rights Department (CRD) or the Federal Equal Employment Opportunity Commission (EEOC), or when aware of a situation involving potential violations of this policy.

- v. Coordinating and cooperating with the Chief Human Resources Officer in resolving complaints involving employees in their respective divisions; when discrimination has occurred:
 1. Taking prompt and appropriate remedial action.
 2. Taking reasonable steps to protect the complainant from further discrimination.
 3. Taking reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
 4. Taking action to remedy the effects of discrimination.
- c. Chief Human Resources Officer shall be responsible for:
 - i. Ensuring this policy is disseminated to all employees.
 - ii. Providing training and assistance to Supervisors/Managers/Division Heads, Board Members, and employees in preventing and addressing discrimination.
 - iii. Ensuring that the District's Legal Counsel is advised of all complaints made.
 - iv. Investigating, resolving, and, when appropriate, making recommendations for corrective actions of complaints.
 - v. Advising the complainant and individual against whom a complaint has been made of the resolution of the investigation.
 - vi. Responding to complaints filed with the CRD and EEOC.
15. A report of discrimination shall be made in writing; the employee or member of the public will be asked to communicate all known facts and information about the acts or occurrences so that an investigation can be conducted.
16. Allegations of discrimination will be promptly and objectively investigated. The investigation and finding will be based on the totality of circumstances, and each situation will be evaluated on a case-by-case basis. Where discrimination has occurred, prompt and effective remedial action commensurate with the severity of the offense will be taken per existing District discipline procedures.
17. The District recognizes the sensitivity of discrimination complaints and respects the confidentiality and privacy of the individual reporting or accused of discrimination or providing information in connection to a claim of discrimination to the extent reasonably or legally possible. For example, information related to a complaint may need to be disclosed in responding to a complaint made to an outside governmental agency such as the CRD or the EEOC. Also, there are circumstances, such as if disciplinary action is taken, when details of the investigation including the identity of the complainant and witnesses, may be disclosed. Concerns regarding confidentiality can be directed to the Chief Human Resources Officer.

18. Complaints of discrimination raised by District employees against employees, agents or representatives of contractors, vendors, members of the public or anyone doing business with the District shall be immediately reported to the Chief Human Resources Officer.
19. Vendors who discriminate against District employees during the course of doing business with the District may be subject to termination of a contract, suspension or debarment from doing business with the District; or other measures as deemed appropriate.
20. The District shall provide meaningful access to individuals with LEP. The individuals eligible or likely to be served with LEP will take place with the EMS and CRRD divisions.
 - a. District demographics defining the number and proportion of the LEP community are as follows:
 - i. 6.24% of the District population is LEP, of this population:

LEP Breakdown	% of District LEP Population	# of District LEP Population
Indo-European	2.49%	18,091
Spanish	1.86%	13,514
Asian-Pacific Island	1.73%	12,569
Other Language	0.16%	1,162

21. The District's discrimination complaint process, how to request a reasonable accommodation process, and how to request interpretation/translation services is posted on the District's website under "How Do I."

Procedures

1. All District employees must provide non-discriminatory services to all customers, clients, consumers, and members of the public. This includes but is not limited to provisions to Emergency Medical Services (EMS), fire suppression, business inspections and plan review.
2. Job specifications shall be maintained current in terms of relationship between duties and responsibilities to requisite minimum employment standards. Job notices and advertisements posted or published to recruit applicants will contain the essential job functions including job-related physical requirements.
3. Employment applicants should have physical access to areas where applications are accepted.
4. Testing of all applicants shall be done in the same manner, until the applicants are either placed on an eligibility list or disqualified for not meeting specified requirements. All tests must be job related. Interview questions must focus on an individual's ability to perform job duties including asking applicants to describe or demonstrate how they would perform all job duties specifically tailored to the position with all applicants being asked the same questions.

5. Selection and placement procedures shall be nondiscriminatory.
6. The District may not refuse to consider an applicant with a disability because the applicant's protected class prevents them from performing non-essential job duties. When requested, interviewers must arrange for special accommodations to facilitate the interview.
7. Medical examinations may only be conducted after the employment offer is made. The employment offer may not be withdrawn unless reasons are job-related and consistent with business necessity. The Human Resources Division shall submit a copy of the updated job description or list of essential functions, and a list of physical requirements/conditions to the examining physician to facilitate their assessment of an individual's eligibility for employment. An individual may only be denied employment if they are unable to perform the essential functions of the position, with or without accommodation, or if the individual's employment poses a direct threat to the health or safety of others and the threat cannot be eliminated by reasonable accommodation.
8. All medical information gathered will be held strictly confidential, and maintained in a separate, confidential employee file. Employees may be subjected to medical examinations, only when the employee is having difficulty performing their assigned job duties, and indicates the difficulty is due to a disability.
9. Promotional decisions must be based on the employees' merit and ability to perform the essential functions of the job.
10. The Human Resources Division shall have the overall responsibility for implementation of policies and procedures that address discrimination, harassment, equal employment opportunities, and retaliation.
11. In the event a discrimination complaint cannot be resolved informally; the employee may file a formal complaint in writing to the Chief Human Resources Officer.
12. The Human Resources Division shall maintain the files and records relating to any complaints by employees or applicants for District employment.
13. The District shall respond promptly to all complaints of violations of this policy and retaliation.
14. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware, or should have become aware, of the alleged violation. The Chief Human Resources Officer shall initiate an investigation once a complaint is received.
15. A written determination as to the validity of the complaint and description of the resolution, if appropriate, shall be issued by the Chief Human Resources Officer in a timely manner.

16. In the event the complainant is not satisfied with the results of the investigation and resolution, the complainant may appeal the decision within ten (10) calendar days to the Fire Chief or the Fire Chief's designee for review and appeal with a decision to be rendered within thirty (30) working days. The decision of the Fire Chief or designee shall be final.
17. Disciplinary action for violations of this policy will be in accordance with applicable policies and procedures.
18. Employee Complaint Procedures:
 - a. Filing a Complaint with the District regarding Policy Violations:
 - i. If a complaint is filed with a Supervisor/Manager/Division Head, the Chief Human Resources Officer shall be immediately notified.
 - ii. Complaints which involve the Board of Directors must be made to the District's Legal Counsel.
 - iii. Complaints of discrimination raised by District employees against employees, agents or representative of contractors, vendors, members of the public or anyone doing business with the District shall be immediately reported to the Chief Human Resources Officer.
 - iv. Employees who believe that they have been discriminated against are to report the act or occurrence to the Chief Human Resources Officer immediately.
 - v. The options to file complaints of discrimination which involve District employees include filing the complaint with:
 1. Chief Human Resources Officer
 - a. Phone: (916) 859-4535
 - b. Email: hr@metrofire.ca.gov
 - b. Filing a Complaint with Outside Agencies:
 - i. Employees have the right to file a complaint with an outside agency (CRD or EEOC). Note that a violation of the policy may exist even when there is no violation of the law.
 - ii. Employees may file a formal complaint of discrimination with the agencies listed below, the California Civil Rights Department or the United States Equal Employment Opportunity Commission. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits:
 1. California Civil Rights Department
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
(Voice) (800) 884-1684
(TTY) (800) 700-2320 or California's Relay Service at 711

Contact.center@calcivilrights.ca.gov
www.calcivilrights.ca.gov

2. U.S. Equal Employment Opportunity Commission
450 Golden Gate Avenue 5 West
P.O. Box 36025
San Francisco, CA 94102
(Voice) (800) 669-4000
(TTY) (800) 669-6820
(ASL Video Phone) (844) 234-5122
19. Clients, Patients, Customers, Vendors, or Members of the Public Complaint Procedures:
- a. Filing a Complaint with the District regarding Policy Violations:
 - i. Clients, patients, customers, vendors, or members of the public who believe that they have been discriminated against have a right to file a complaint.
 - ii. Clients, patents, customers, vendors or members of the public shall report the act or occurrence to the Chief Human Resources Officer at the following:
 1. Phone: (916) 859-4535
 2. Email: hr@metrofire.ca.gov
 - iii. When filing a complaint against the District, the following information is required:
 1. Date of the discrimination violation
 2. Name of the employee the discrimination complaint is about
 3. Details regarding the discrimination complaint (e.g. who, what, when, where, etc.)
 - iv. The public complaint procedures are posted on the District's website under "How Do I."
 - b. Filing a Complaint with Outside Agencies:
 - i. Clients, patients, customers, vendors or members of the public may file a formal complaint of discrimination with the agency listed below: the U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Compliance Branch. Individuals who wish to pursue filing with this agency should contact them directly to obtain further information about their processes and time limits:
 1. U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Compliance Branch.
Mail Stop #0190

2707 Martin Luther King, Jr. Ave., SE
Washington, D.C. 20528
Phone: (202) 401-1474
Toll Free; 1 (866) 644-8360
www.dhs.gov/crcl

20. Language Access for individuals with LEP
- a. The District provides free language services, such as qualified foreign language interpreters and information written in other languages, to ensure meaningful access to programs and activities for persons with limited English proficiency. In the event of a complaint, individuals with LEP will be provided translated services. (e.g. translated documents, oral interpretation, or information in alternate formats upon request).
 - b. The LEP individual will be provided language assistance via oral interpretation and written translation. The LEP individual will be notified of the following language services:
 - i. Language Line Services, Inc.
P.O. Box 202564
Dallas, TX 75320

Oral Interpretation – 1 (800) 752-6096
Written Translation – www.language.com
 - c. Procedures on how to access language assistance services are posted on the District's website under "How Do I," in addition to the public message board located outside the front entrance of the administrative building.
 - d. The District will respond to the public's request for language assistance by:
 - i. Determining what language is being spoken through the U.S. Department of Homeland Security's "I Speak" document which is posted in the District's public reception lobby
 - ii. Contact a current employee who speaks the language, if possible
 - iii. Contact the vendor providing interpretation/translation services
21. Reasonable Accommodation Procedures in employment for persons with disabilities:
- a. Contact the Human Resources Division five (5) business days prior to the need for reasonable accommodations at the following:
 1. Phone: (916) 859-4535
 2. Email: hr@metrofire.ca.gov
 - b. When requesting a reasonable accommodation, the following information will be required:
 - i. Date the reasonable accommodation is needed
 - ii. What type of reasonable accommodation is needed

- iii. Name of person in need of the reasonable accommodation
- iv. Contact information of the person in need of the reasonable accommodation.

References

1. Americans with Disabilities Act of 1990
2. Age Discrimination in Employment Act (ADEA)
3. District Policy App - Equal Employment Opportunity Policy
4. District Policy App – Harassment Policy
5. District Policy App – Non-Retaliation Policy
6. Genetic Information Nondiscrimination Act (GINA)
7. The California Fair Employment and Housing Act (FEHA)
8. The California Fair Pay Act
9. The Pregnant Workers Fairness Act
10. The Rehabilitation Act of 1973, Section 504
11. The U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL).
12. Title VII of the Civil Rights Act of 1964 (Title VII)
13. Title IX of the Education Amendments of 1972 (Title IX)
14. U.S. Department of Homeland Security, Regulation 6 C.F.R. Part 19

Sacramento Metropolitan Fire District

BOARD POLICY

POLICY TITLE: _____ OVERSIGHT: Administration
Non-Discrimination Policy

POLICY NUMBER: 01.001.03 EFFECTIVE DATE: 03/02/2009 REVIEW DATE: 10/10/2024

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Background

The Sacramento Metropolitan Fire District (District) prohibits discrimination and harassment based on the following characteristics: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions) gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran or military status, domestic violence victim status, political affiliation, or any other classification prohibited by California state or federal law.

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It is the policy of the District that all facilities, programs and services be accessible to and usable by disabled individuals, unless providing access results in an undue hardship to the District or causes a fundamental alteration of the programs or services.

Deleted: This policy is in accord with Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Genetic Information Nondiscrimination Act of 2008, related California state laws and related administrative regulations and executive orders. ¶

The District complies with Federal civil rights laws and is committed to providing its programs and services without discrimination in accordance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin (including language), Section 504 of the Rehabilitation Act 1973, which prohibits discrimination based on disability, Title IX of the Education Amendments Act of 1972, which prohibits discrimination based on sex in education programs or activities, Age Discrimination Act of 1975, which prohibits discrimination based on age, and U.S. Department of Homeland Security regulations 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs. The Pregnant Workers Fairness Act (PWFA), which requires covered employers to provide "reasonable accommodation" to a qualified employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions. The District is committed to nondiscrimination in the provision of its programs and activities to program beneficiaries.

Deleted: The Americans with Disabilities Act ("ADA") prohibits discrimination against qualified individuals with disabilities by public entities in the operation of all services and programs offered by the entity. Similarly, the Age Discrimination in Employment Act (ADEA) prohibits discrimination against qualified individuals based on age. It is

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Purpose

To ensure that all employees and the public are treated in accordance with the District's mission and values of non-discrimination, and to ensure compliance with all applicable Federal and California statutes and local regulations.

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Scope

This policy applies to all District employees and/or individuals in any District workplace or worksite location, and all employment related decisions. This policy also applies to program participants, customers, clients, consumers, and members of the public. The

Non-Discrimination Policy

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Federal Civil Rights Act of 1964 states that no business (public or private) serving the public can discriminate based on a customer's national origin, sex, religion, color or race.

Definitions

1. **Age Discrimination:** Taking adverse action, whether employment or otherwise, toward any individual age forty (40) and over, when that action is based solely on age.

2. **Confidentiality:** This policy applies to the identity of the applicant in all oral or written communications, including all files and documents submitted by an applicant as part of the application process

3. **Discrimination:** The unequal treatment of an employee or applicant in any aspect of employment, based solely or in part on the employee's or applicant's, protected characteristic, including their perceived protected characteristic. Discrimination includes unequal treatment based upon the employee's or applicant's association with a member of a protected class. Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected characteristic; allowing the applicant's or employee's protected characteristic to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their characteristic.

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4. **Essential Job Functions:** Those job tasks that are fundamental and primary to the position, such as the reason the position exists is to perform that function.

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5. **Harassment:** Unwelcome disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected characteristics. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing) visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, or making physical contact in an unwelcome manner).

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6. **Impairment:** Any physiological, mental, or psychological disorder or condition which substantially limits "major life activities," such as walking, seeing, speaking, hearing, breathing, learning, or working. Examples range from obvious impairments such as orthopedic and muscular disorders requiring wheelchairs or other equipment to perhaps less obvious impairments such as cancer, heart disease, epilepsy, diabetes, alcoholism, learning disorders, communicable diseases, and psychoses.

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7. **Limited English Proficiency (LEP):** Persons who do not speak English as their primary language and who have limited ability to read, speak, write, or understand English.

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8. Meaningful Access: Meaningful access is the provision of language assistance services that results in accurate, timely, and effective communication at no cost to the person who is LEP. For individuals who are LEP, meaningful access denotes access that is not significantly restricted, delayed, or inferior as compared to programs or activities provided to English proficient individuals.

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9. Qualified Individuals with Disabilities: An individual is considered a person with a disability if they have: 1) a physical or mental impairment that substantially limits one or more major life activities; or 2) having a record of such impairment; or, 3) being regarded as having such impairment. Major life activities include, but are not limited to, functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

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10. Protected Class Characteristics: In California discrimination based on the following protected classes is prohibited: race, religion, color, citizenship, national or ethnic origin, ancestry, sex (including pregnancy, childbirth, lactation or related medical conditions), gender, gender identity, gender expression, gender transition, sexual orientation, physical or mental disability (including having a history of a disability or being regarded as being disabled), medical condition (cancer-related or genetic characteristics), predisposing genetic information (including family medical history), marital status, age (at least 40 years of age), veteran or military status,

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11. Reasonable Accommodation(s): The act of providing rational means to enable an otherwise qualified individual with a disability to enjoy equal opportunity status. This may include, but is not limited to, making reasonable modifications in policies, practices, and procedures; furnishing, at no charge, to the qualified individuals with disabilities, auxiliary aids and services, which are not limited to equipment, devices, materials in alternative formats, and qualified interpreters or readers; and making each service, program, or activity, when viewed in its entirety, readily accessible to and usable by qualified individuals with disabilities requesting accommodations. While not requiring that each existing facility be accessible, the standard, known as "program accessibility," must be provided by methods including alteration of existing facilities, acquisition or construction of additional facilities, relocation of a service or program to an accessible facility, or provision of services at alternate sites.

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12. Retaliation: Any adverse employment action taken against an applicant or employee because that person engaged in activity protected under this policy or reasonably thought to be protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigation or proceedings arising out of a violation of this policy.

Policy

1. The District will not tolerate or condone discrimination from any employee, regardless of employment status.

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2. It is prohibited for any employee of the District to discriminate against participants, customers, clients, consumers, and members of the public based on a customer's national origin (including limited English proficiency), sex, age, disability, religion, color or race.

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3. It is prohibited for any employee of the District to refuse to hire, train, promote, or provide equitable employment conditions (including compensation) to any employee or applicant, or to discipline or dismiss an employee in whole or part on the basis of such person's protected characteristics, except where the doctrine of business necessity or bona fide occupational qualification can reasonably be established by the Chief Human Resources Officer.

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4. It is prohibited for an employee, contractor, or agent of the District to engage in conduct which interferes with a person's work or work environment through unwelcome, offensive or harassing behavior based on the person's protected characteristics.

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5. All District employees are responsible for maintaining a work environment free from discrimination.

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6. The District will not discriminate against any individual who demonstrates the qualifications necessary to perform the duties of a particular position whether with or without, reasonable accommodation.

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7. No protected characteristics will be considered as a factor in satisfactorily performing a job/task except for those which are critical to the performance of such task.

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8. Under the PWFA, the District must not:

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a. Fail to make a reasonable accommodation for the known limitations of an employee or applicant, unless the accommodation would cause an undue hardship.

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b. Require an employee to accept an accommodation other than a reasonable accommodation arrived at through interactive process.

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c. Deny a job or other employment opportunities to a qualified employee or applicant based on the person's need for a reasonable accommodation.

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d. Require an employee to take leave if another reasonable accommodation can be provided that would let the employee keep working.

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e. Punish or retaliate against an employee or applicant for requesting or using a reasonable accommodation for a known limitation under the PWFA, reporting or opposing unlawful discrimination under the PWFA, or participating in a PWFA proceeding.

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f. Coerce individuals who are exercising their rights or helping others exercise their rights under the PWFA.

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9. Individuals who are disabled may request reasonable accommodation to assist in accessing District facilities, programs or services open to the public, or for

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employees to carry out their essential job functions. How to request for a reasonable accommodation is described under "Reasonable Accommodation Procedures."

10. All District employee(s) who believe that they have witnessed or have knowledge of any discrimination in the workplace is strongly encouraged to report the acts of occurrences.

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11. All District employee(s) who believe that they have been the victim of discrimination shall immediately report the alleged discrimination as described under "Complaint Procedures."

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12. All District program participants, customers, clients, consumers, and members of the public who believe that they have been the victim of discrimination shall immediately report the alleged discrimination as described under "Complaint Procedures."

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13. There shall be no retribution, retaliation, or reprisal against an employee, program participant, customers, clients, consumers or members of the public for exercising a right to grieve, appeal, or file a complaint through established procedures.

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14. Responsibilities:

a. All District employees and/or individuals in any District workplace or worksite location shall be responsible for:

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i. Maintaining a work environment free of discrimination complying with this policy.

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ii. Reporting complaints of discrimination to a Supervisor/Manager or the Human Resources Division immediately.

iii. Cooperating fully with all investigations of discrimination and implementation of remedial measures.

iv. Refraining from retaliating against any employee who participates in an investigation or opposes discriminatory practices.

b. Supervisor/Managers/Division Heads shall be responsible for:

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i. Contacting the Human Resources Division immediately upon receiving a complaint or when made aware of a situation involving potential violations of this policy.

ii. Supervisors/Managers who know or should have known of discrimination and fail to report such conduct and fail to take immediate corrective action are also subject to disciplinary action up to and including termination from employment.

iii. Assisting the Chief Human Resources Officer by ensuring that the workplace remains free of discrimination.

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- iv. Contacting the Chief Human Resources Officer immediately upon receiving a complaint from an employee or notification that a complaint has been filed with the California Civil Rights Department (CRD) or the Federal Equal Employment Opportunity Commission (EEOC), or when aware of a situation involving potential violations of this policy.
- v. Coordinating and cooperating with the Chief Human Resources Officer in resolving complaints involving employees in their respective divisions; when discrimination has occurred:
 - 1. Taking prompt and appropriate remedial action.
 - 2. Taking reasonable steps to protect the complainant from further discrimination.
 - 3. Taking reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
 - 4. Taking action to remedy the effects of discrimination.
- c. Chief Human Resources Officer shall be responsible for:
 - i. Ensuring this policy is disseminated to all employees.
 - ii. Providing training and assistance to Supervisors/Managers/Division Heads, Board Members, and employees in preventing and addressing discrimination.
 - iii. Ensuring that the District's Legal Counsel is advised of all complaints made.
 - iv. Investigating, resolving, and, when appropriate, making recommendations for corrective actions of complaints.
 - v. Advising the complainant and individual against whom a complaint has been made of the resolution of the investigation.
 - vi. Responding to complaints filed with the CRD and EEOC.
- 15. A report of discrimination shall be made in writing; the employee or member of the public will be asked to communicate all known facts and information about the acts or occurrences so that an investigation can be conducted.
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18. Complaints of discrimination raised by District employees against employees, agents or representatives of contractors, vendors, members of the public or anyone doing business with the District shall be immediately reported to the Chief Human Resources Officer.

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i. 6.24% of the District population is LEP, of this population:

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Procedures

1. All District employees must provide non-discriminatory services to all customers, clients, consumers, and members of the public. This includes but is not limited to provisions to Emergency Medical Services (EMS), fire suppression, business inspections and plan review.

2. Job specifications shall be maintained current in terms of relationship between duties and responsibilities to requisite minimum employment standards. Job notices and advertisements posted or published to recruit applicants will contain the essential job functions, including job-related physical requirements.

3. Employment applicants should have physical access to areas where applications are accepted.

4. Testing of all applicants shall be done in the same manner, until the applicants are either placed on an eligibility list or disqualified for not meeting specified requirements. All tests must be job related. Interview questions must focus on an individual's ability to perform job duties including asking applicants to describe or demonstrate how they would perform all job duties specifically tailored to the position with all applicants being asked the same questions.

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<#>The California Civils Rights Department (CRD)¶
<#>The Equal Employment Opportunity Commission (EEOC)¶
<#>Employees have the right to file a complaint with an outside agency (CRD or EEOC). Note that a violation of the policy may exist even when there is no violation of the law. ¶
<#>If a complaint is filed with a Supervisor/Manager/Division Head, the Chief Human Resources Officer shall be immediately notified.¶
<#>Complaints which involve the Board of Directors must be made to the District's Legal Counsel. ¶

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5. Selection and placement procedures shall be nondiscriminatory.

6. The District may not refuse to consider an applicant with a disability because the applicant's protected class prevents them from performing non-essential job duties. When requested, interviewers must arrange for special accommodations to facilitate the interview.

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7. Medical examinations may only be conducted after the employment offer is made. The employment offer may not be withdrawn unless reasons are job-related and consistent with business necessity. The Human Resources Division shall submit a copy of the updated job description or list of essential functions, and a list of physical requirements/conditions to the examining physician to facilitate their assessment of an individual's eligibility for employment. An individual may only be denied employment if they are unable to perform the essential functions of the position, with or without accommodation, or if the individual's employment poses a direct threat to the health or safety of others and the threat cannot be eliminated by reasonable accommodation.

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8. All medical information gathered will be held strictly confidential, and maintained in a separate, confidential employee file. Employees may be subjected to medical examinations, only when the employee is having difficulty performing their assigned job duties, and indicates the difficulty is due to a disability.

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9. Promotional decisions must be based on the employees' merit and ability to perform the essential functions of the job.

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10. The Human Resources Division shall have the overall responsibility for implementation of policies and procedures that address discrimination, harassment, equal employment opportunities, and retaliation.

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11. In the event a discrimination complaint cannot be resolved informally; the employee may file a formal complaint in writing to the Chief Human Resources Officer.

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12. The Human Resources Division shall maintain the files and records relating to any complaints by employees or applicants for District employment.

13. The District shall respond promptly to all complaints of violations of this policy and retaliation.

14. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware, or should have become aware, of the alleged violation. The Chief Human Resources Officer shall initiate an investigation once a complaint is received.

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15. A written determination as to the validity of the complaint and description of the resolution, if appropriate, shall be issued by the Chief Human Resources Officer in a timely manner.

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Non-Discrimination Policy

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16. In the event the complainant is not satisfied with the results of the investigation and resolution, the complainant may appeal the decision within ten (10) calendar days to the Fire Chief or the Fire Chief's designee for review and appeal with a decision to be rendered within thirty (30) working days. The decision of the Fire Chief or designee shall be final.

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17. Disciplinary action for violations of this policy will be in accordance with applicable policies and procedures.

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18. Employee Complaint Procedures:

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a. Filing a Complaint with the District regarding Policy Violations:

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i. If a complaint is filed with a Supervisor/Manager/Division Head, the Chief Human Resources Officer shall be immediately notified.

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ii. Complaints which involve the Board of Directors must be made to the District's Legal Counsel.

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iii. Complaints of discrimination raised by District employees against employees, agents or representative of contractors, vendors, members of the public or anyone doing business with the District shall be immediately reported to the Chief Human Resources Officer.

iv. Employees who believe that they have been discriminated against are to report the act or occurrence to the Chief Human Resources Officer immediately.

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v. The options to file complaints of discrimination which involve District employees include filing the complaint with:

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1. Chief Human Resources Officer

a. Phone: (916) 859-4535

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b. Email: hr@metrofire.ca.gov

b. Filing a Complaint with Outside Agencies:

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i. Employees have the right to file a complaint with an outside agency (CRD or EEOC). Note that a violation of the policy may exist even when there is no violation of the law.

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ii. Employees may file a formal complaint of discrimination with the agencies listed below, the California Civil Rights Department or the United States Equal Employment Opportunity Commission. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits:

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1. California Civil Rights Department
2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

(Voice) (800) 884-1684

(TTY) (800) 700-2320 or California's Relay Service at 711

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Contact.center@calcivilrights.ca.gov
www.calcivilrights.ca.gov

2. U.S. Equal Employment Opportunity Commission
450 Golden Gate Avenue 5 West
P.O. Box 36025
San Francisco, CA 94102
(Voice) (800) 669-4000
(TTY) (800) 669-6820
(ASL Video Phone) (844) 234-5122

19. Clients, Patients, Customers, Vendors, or Members of the Public Complaint Procedures:

a. Filing a Complaint with the District regarding Policy Violations:

- i. Clients, patients, customers, vendors, or members of the public who believe that they have been discriminated against have a right to file a complaint.
- ii. Clients, patents, customers, vendors or members of the public shall report the act or occurrence to the Chief Human Resources Officer at the following:

- 1. Phone: (916) 859-4535
- 2. Email: hr@metrofire.ca.gov

iii. When filing a complaint against the District, the following information is required:

- 1. Date of the discrimination violation
- 2. Name of the employee the discrimination complaint is about
- 3. Details regarding the discrimination complaint (e.g. who, what, when, where, etc.)

iv. The public complaint procedures are posted on the District's website under "How Do I."

b. Filing a Complaint with Outside Agencies:

- i. Clients, patients, customers, vendors or members of the public may file a formal complaint of discrimination with the agency listed below: the U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Compliance Branch. Individuals who wish to pursue filing with this agency should contact them directly to obtain further information about their processes and time limits:

- 1. U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Compliance Branch.
Mail Stop #0190

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2707 Martin Luther King, Jr. Ave., SE
Washington, D.C. 20528
Phone: (202) 401-1474
Toll Free: 1 (866) 644-8360
www.dhs.gov/crcI

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20. Language Access for individuals with LEP

a. The District provides free language services, such as qualified foreign language interpreters and information written in other languages, to ensure meaningful access to programs and activities for persons with limited English proficiency. In the event of a complaint, individuals with LEP will be provided translated services. (e.g. translated documents, oral interpretation, or information in alternate formats upon request).

b. The LEP individual will be provided language assistance via oral interpretation and written translation. The LEP individual will be notified of the following language services;

i. Language Line Services, Inc.
P.O. Box 202564
Dallas, TX 75320

Oral Interpretation – 1 (800) 752-6096

Written Translation – www.lanuaaqeline.com

c. Procedures on how to access language assistance services are posted on the District's website under "How Do I," in addition to the public message board located outside the front entrance of the administrative building.

d. The District will respond to the public's request for language assistance by:

i. Determining what language is being spoken through the U.S. Department of Homeland Security's "I Speak" document which is posted in the District's public reception lobby

ii. Contact a current employee who speaks the language, if possible

iii. Contact the vendor providing interpretation/translation services

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21. Reasonable Accommodation Procedures in employment for persons with disabilities:

a. Contact the Human Resources Division five (5) business days prior to the need for reasonable accommodations at the following:

1. Phone: (916) 859-4535
2. Email: hr@metrofire.ca.gov

b. When requesting a reasonable accommodation, the following information will be required:

- i. Date the reasonable accommodation is needed
- ii. What type of reasonable accommodation is needed

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- iii. Name of person in need of the reasonable accommodation
- iv. Contact information of the person in need of the reasonable accommodation.

References

1. Americans with Disabilities Act of 1990
2. Age Discrimination in Employment Act (ADEA)
3. District Policy App - Equal Employment Opportunity Policy
4. District Policy App – Harassment Policy
5. District Policy App – Non-Retaliation Policy
6. Genetic Information Nondiscrimination Act (GINA)
7. The California Fair Employment and Housing Act (FEHA)
8. The California Fair Pay Act
9. The Pregnant Workers Fairness Act
10. The Rehabilitation Act of 1973, Section 504
11. The U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL)
12. Title VII of the Civil Rights Act of 1964 (Title VII)
13. Title IX of the Education Amendments of 1972 (Title IX)
14. U.S. Department of Homeland Security, Regulation 6 C.F.R. Part 19

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Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

DATE: November 14, 2024
TO: Board of Directors
SUBJECT: Contract Award – Construction Management Services

TOPIC

Request to approve a contract award to Kitchell/CEM, Inc. to provide construction management services for the Vineyard Springs Fire Station project.

BACKGROUND

In 2022, the Sacramento Metropolitan Fire District (District) initiated the Vineyard Springs Fire Station project (Project) for the design and construction of a new fire station located at 8101 Bradshaw Road in Sacramento. The Project is currently moving through the County of Sacramento’s planning application process and the design phase is nearly complete.

DISCUSSION

On October 4, 2024, the District issued Request for Proposals (RFP) 24-06 to solicit proposals from qualified firms to provide construction management services in support of the Project, which is being delivered through a design-bid-build process. The scope of services generally includes both pre-construction phase and construction phase activities including constructability review, cost estimating, bidding process support, construction administration, labor compliance monitoring, and project closeout and warranty support.

The District received seven (7) responsive proposals, which were reviewed and scored by an evaluation panel. Kitchell/CEM, Inc. was the highest scoring proposer.

FISCAL IMPACT

The cost of the proposed services is \$705,560 and is included in the total Project budget approved in the FY 2024/25 Final Budget.

RECOMMENDATION

Staff recommends the Board adopt a resolution to approve a contract award to Kitchell/CEM, Inc. and authorize the Fire Chief or his designee to negotiate, execute and administer an agreement materially similar to the attached agreement. Staff further recommends that the Board authorize the Fire Chief or his designee to negotiate, execute and administer an agreement with the next highest ranked proposer if, after having bargained in good faith, the District is unable to conclude a final agreement with the highest ranked proposer within 10 calendar days.

Submitted by:


Erin Castleberry, Administrative Analyst

Approved by:


Jeff Frye, Chief Development Officer

ATTACHMENTS:

- Attachment 1: Draft Professional Services Agreement – Construction Management Services
- Attachment 2: Resolution – Contract Award – Construction Management Services

**SACRAMENTO METROPOLITAN FIRE DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This Agreement, dated as of [DATE] is by and between the Sacramento Metropolitan Fire District ("District"), and [FIRM NAME] ("Contractor") who are hereinafter collectively referred to as the "Parties". The Agreement will be effective upon final execution by all parties and approval by the District's Board of Directors.

RECITALS

WHEREAS, the District issued Request for Proposals (RFP) 2X-XX which solicited written proposals for XXX (Services)[if RFP is issued]

WHEREAS, the District sought to award a contract for the Services based on the evaluation of proposals received in response to RFP 2X-XX; [if RFP is issued]

WHEREAS, the District desires the Services as more fully described in Exhibits A here to, "Scope of Services," from Contractor; and

WHEREAS, Contractor is professionally qualified to provide such Services and is willing to provide them to District 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 "Scope of Services" and Exhibit B "Payment Terms" are attached hereto and incorporated by reference.
3. **SCOPE OF SERVICES**
Contractor agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, and in accordance with the terms and conditions of this Agreement and those described in the District's RFP 2X-XX [RFP TITLE], incorporated herein by reference. [if RFP is issued]

These documents, along with the Contractor's response to RFP 2X-XX the entirety of this Agreement, and any other records or documents furnished by the District during the term of this Agreement shall constitute the Contract Documents. [if RFP is issued]

4. **TERM**
This Agreement shall commence on the date it is executed by the Parties and approved by the District's Board of Directors and it shall continue in full force and in effect [state term]. Agreement terms and conditions will continue throughout any additional extensions. Terms and conditions, which relate to indemnification and other related matters, shall continue after the expiration of this Agreement.

5. **PAYMENT**

For service performed in accordance with the Agreement, payments shall be made to Contractor as provided in Exhibit B hereto.

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, Contractor's employees, or agents.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time 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 the 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 independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of the District.

Contractor shall perform all services required pursuant to this Agreement in the manner according to currently approved standards observed by a competent practitioner for the profession in which the Contractor is engaged.

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, the 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**

The Contractor shall indemnify, defend and hold harmless the District its officers, directors, officials, employees, consultants, and volunteers from and against losses arising out of, resulting from, or relating to the performance of Contractor's obligation under this Agreement.

The District shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the work herein referred to or in connection therewith, to persons and/or property, and the Contractor shall fully indemnify, defend and hold harmless the DISTRICT and protect the District from and against the

same as provided above. In addition to the liability imposed by law upon the Contractor for damage or injury (including death) to persons or property by reason of the actions, conduct, or omissions of the Contractor, its officers, agents, employees/ or subcontractors, which liability is not impaired or otherwise affected hereby, the Contractor shall defend, indemnify, hold harmless, release and forever discharge the District, its officers, directors, officials, employees, consultants, and volunteers from and against and waive any and all responsibility and liability of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the Contractor, in carrying out its responsibilities under this Agreement. The Contractor agrees that this indemnity and hold harmless shall apply even in the event of negligence of the District, its officers, directors, officials, employees, consultants, and volunteers regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of the District, its officers, directors, officials, employees, consultants, and volunteers; or (ii) to the extent that the District shall indemnify and hold harmless the Contractor for hazardous materials pursuant to the Contract Documents.

In claims against any person or entity indemnified under this section that are made by an employee of the Contractor or any subcontractor, a person indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor may be liable, the indemnification obligation under this section shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The indemnification obligations under this section shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The Contractor shall indemnify the District from and against losses resulting from any claim of damage made by any separate contractor against the District arising out of any alleged acts or omissions of the Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

The Contractor shall indemnify separate contractors from and against losses arising out of the negligent acts, omissions, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

The District shall provide to the Contractor reasonably, timely notification of the receipt of any third party claim relating to this Agreement.

These indemnity provisions shall survive any termination of the Agreement and/or the final performance of the Agreement by the Contractor.

8. LIMITATION OF LIABILITY

In the event of any action brought by Contractor against the District arising out of this Agreement, under no circumstances will Contractor be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will Contractor be entitled to limit special

damages claimed by the District. In the event of breach of this Agreement, the District shall be entitled to any and all damages, or legal or equitable remedy, available under law.

9. **INSURANCE**

Contractor shall furnish to the District a certificate evidencing insurance coverages outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified below. All documents must be received and approved by the District prior to the commencement of any Services. The required insurance coverages shall be consistently maintained for the duration of the agreement without a lapse in coverage. Please note, the required coverages outlined below shall not limit the amount of coverage provided, but shall be the minimum requirements acceptable to the District.

GENERAL LIABILITY - shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

- General Liability: \$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

AUTOMOBILE LIABILITY

- Commercial Automobile Liability (for Corporate/business owned vehicles including non-owned and hired) - \$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

- The policy shall be endorsed to waive the insurer's subrogation rights against the District.
- Per statute
- \$1,000,000 per accident for each accident
- \$1,000,000 for disease

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 on the Contractor's General Liability and Auto policies as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by 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. 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 this Agreement.

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

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.

Certificates of Insurance shall be sent to:
Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
Or purchasing@metrofire.ca.gov

10. **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.

11. **TAXES**

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

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. **RIGHT TO AUDIT**

The District reserves the right to audit Contractor's books, accounts, and records related to the performance of this Agreement. Such audits may be conducted by the District or its authorized representatives at reasonable times during normal business hours upon providing 30 days' written notice to Contractor. The purpose of such audits is to ensure compliance with the terms of this Agreement and to verify the accuracy of Contractor's performance.

14. **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.

15. **ANTI-CORRUPTION/ANTI-FRAUD**

Each Party (District and Contractor) agrees not to make, authorize, offer, or promise to make or give any money or any other thing of value, directly or indirectly, to any current or former government official or employee, candidate for political office, or an official of a political party, or any employee, director or consultant of a non-government client or potential client, for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder or for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Agreement. Each Party agrees to immediately notify the other of any request that it receives to take any action that might constitute, or be construed as, a violation of the anti-corruption and anti-bribery laws.

The Contractor shall desist, and shall ensure that each of its subcontractors and agents desist, from all practices that may lead to penal liability due to fraud or embezzlement, bribery, acceptance of bribes, or other corruption crimes on the part of persons employed by Contractor or its subcontractors or agents. The Contractor warrants that it has not committed any of the aforementioned acts nor has it been the subject of any relevant investigation or inquiry.

16. **CONFIDENTIALITY AND PROPRIETARY RIGHTS**

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 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 District hereunder.

All methods, techniques, patents, processes, and inventions developed by the Contractor for purposes of District business are deemed property of the District.

17. **USE OF DISTRICT PROPERTY**

Contractor shall not use District property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of the Contractor's obligations under this Agreement.

18. **RIGHT TO REFUSE PERSONNEL**

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor or its subcontractors. The District reserves the right to interview and approve all proposed staff members.

19. **TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein.

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.

The District has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to Contractor. In the event that the District should terminate this Agreement for its convenience, Contractor shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said termination accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B. In the event of Agreement termination, all documentation relating to the District's account shall be returned to the District.

20. **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 within ten (10) calendar days of the Contractor's receipt of the District's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges 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 XX** of this Agreement.

21. **CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Sacramento, State of California.

22. **ENTIRE AGREEMENT**

This Agreement, including 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.

23. **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.

24. **MODIFICATIONS OF SCOPE**

The District reserves the right to make changes in the scope of work or the manner of its performance. No change shall be made to the scope of work by the Contractor or the time or the manner of its performance without prior written approval from the District. Should the Contractor wish to modify the scope of work, the Contractor shall submit a written change order specifying the change in plans, specifications, procedures, time, sequence, or other requirements of this Agreement, detailing whether such change will result in an adjustment to compensation or time for performance.

25. **SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid by law 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.

26. **SUBCONTACTING, 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.

The Contractor shall not subcontract, transfer, or assign this Agreement or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent of the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Contractor will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Contractor.

The Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions to this Agreement. Contractor shall be held responsible by the District for the performance of any subcontractor whether approved by the District or not.

27. **PATENTS AND INTELLECTUAL PROPERTY**

The Contractor will pay all royalties and patent license fees or other fees in respect of any intellectual property right required to perform the work stipulated in the Agreement. The Contractor shall, at its own expense, defend all suits and proceedings instituted against the District and indemnify the District against any award of damages, demands, losses, charges or costs made against District if such suits or proceedings are based on any claim that any of the products, documentation, parts or equipment, as supplied by the Contractor, constitutes an infringement, or an alleged infringement, of any patent or other intellectual property right by the Contractor or anyone for whose acts it is liable.

If any of the products, documentation, parts or equipment supplied by the Contractor constitute an infringement of patent or other intellectual property rights and its use is enjoined, the Contractor will, at its own expense, procure for the District, the right to continue its prior use, replace or modify the supplied item so it becomes non infringing and meets the District's requirements, or pay District for its loss of use of the item and for consequential damages or losses which occur as a result of the actual or alleged infringement of any patent or other intellectual property right, by the Contractor or anyone for whose acts it is liable.

The Contractor represents and warrants that it has the sole and unrestricted right title and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the Agreement.

The Contractor shall hold the District, its Board of Directors, the Chief, employees, officers, and agents harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Agreement which are attributable to an infringement or an alleged infringement by the Contractor, or anyone for whose acts they may be liable, of any intellectual property right. If the District is enjoined or there is a reasonable likelihood that it may be enjoined as a result of an injunction or claim from using any intellectual property that is incorporated into, or associated with, any product or equipment installed by the Contractor, the Contractor at its sole expense, shall: procure the right for the District to continue using the infringing intellectual property; or replace or modify the intellectual property to make it non-infringing, so long as such replacement or modification does not adversely affect the performance or use of the product or equipment or the work generally, all subject to the prior written approval by the District.

28. **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/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: DISTRICT: Sacramento Metropolitan Fire District
Attn: [Insert Division or Contract Manager]
10545 Armstrong Ave, Suite 200
Mather, CA 95655

To: CONTRACTOR: [CONTRACTOR NAME]
Attn: [CONTRACTOR POINT OF CONTACT]
[CONTRACTOR ADDRESS]

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

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

29. **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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Scope of Services

The scope of services to be provided by the Contractor shall include the following activities as needed to meet the District's goals.

Insert scope

EXHIBIT B
Payment Terms

A. PAYMENT TERMS

Payment will be made to the Contractor in accordance with the following:

1. Fee. The total fee for satisfactory completion of the Services by the Contractor shall be **[LUMP SUM FEE]** US Dollars.
2. Basis of Payment. Payment shall be made for work actually performed on a percent completed basis. Invoices shall specify the percentage of completion that is subject to the invoice, and no advance payment shall be made for services furnished by the Contractor pursuant to the Agreement.

The Contractor shall accept a purchase order from the District with Net 30-day payment terms from the date of the invoice.

3. Invoices. Invoices shall be provided to the District no less than monthly once work has commenced.



Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING A CONTRACT AWARD FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE VINEYARD SPRINGS FIRE STATION PROJECT

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California ("State") and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, the District has determined the need for construction management services to assist with pre-construction and construction activities that support the successful delivery of the Vineyard Springs Fire Station project; and

WHEREAS, the District desires to award a contract for the performance of these services to Kitchell/CEM, Inc., who was the highest ranked proposer following a Request for Proposals process conducted in accordance with the District's Purchasing and Contracting Policy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, does hereby:

1. Authorize the Fire Chief or his designee to negotiate, execute and administer a professional services agreement materially similar to the proposed agreement with the highest ranked proposer.
2. Authorize the Fire Chief or his designee to negotiate, execute and administer an agreement with the next highest ranked proposer if, after having bargained in good faith, the District is unable to conclude a final agreement with the highest ranked proposer within 10 calendar days.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2024. 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

By: _____
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

ADAM A. HOUSE
Fire Chief

DATE: November 14, 2024
TO: Board of Directors
SUBJECT: A resolution adjusting the employer's contribution under the Public Employees' Medical and Hospital Care Act

TOPIC

Board authorization to adopt resolutions for the California Public Employees' Retirement System (CalPERS) to establish employer's contribution of 92% of the employee's and retiree's health premium at the third highest plan in CalPERS Region 1.

DISCUSSION

At the regular board meeting on April 25, 2013 the Board of Directors adopted the resolution establishing the employer's contribution of 92% of the employee's and retiree's health premium at the District cap. Effective January 1, 2025 the third highest plan in CalPERS Region 1 is changing and will continue to change every plan year thereafter. Therefore, new resolutions establishing the employer's contribution will need to be adopted by the Board of Directors and forwarded to CalPERS on a yearly basis around open enrollment period.

In order to fully execute the medical premiums contributions to reflect the new benefit cap with CalPERS, the attached resolutions must be adopted by the Board and forwarded to CalPERS Board of Administration.

RECOMMENDATION


Recommend the Board adopt the attached resolution.

Submitted By:

Approved By:



Michael Johnson
Interim Deputy Chief, Administration


Adam A. House (Nov 6, 2024 15:03 EST)

Adam House
Fire Chief



Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

FIXING SACRAMENTO METROPOLITAN FIRE DISTRICT'S VESTING CONTRIBUTION UNDER SECTION 22896 OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT 000 ALL EMPLOYEES

- WHEREAS, (1) **Sacramento Metropolitan Fire District** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) **Sacramento Metropolitan Fire District** is a contracting agency has filed a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefits vesting requirement to employees who retire for service in accordance with Government Code Section 22896; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Party Rate	Contribution Per Month
1	UP TO 92% OF ANTHEM BLUE CROSS SELECT HMO REGION 1 PARTY RATE 1, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
2	UP TO 92% OF ANTHEM BLUE CROSS SELECT HMO REGION 1 PARTY RATE 2, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
3	UP TO 92% OF ANTHEM BLUE CROSS SELECT HMO REGION 1 PARTY RATE 3, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
4	UP TO PEACE OFFICERS RESEARCH ASSOC OF CA MEDICARE SUPPLEMENT REGION 1 PARTY RATE 4
5	UP TO PERS GOLD MEDICARE SUPPLEMENT REGION 1 PARTY RATE 5
6	UP TO PEACE OFFICERS RESEARCH ASSOC OF CA MEDICARE SUPPLEMENT REGION 1 PARTY RATE 6
7	UP TO 92% OF PEACE OFFICERS RESEARCH ASSOC OF CA AND MEDICARE REGION 1 PARTY RATE 7, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
8	UP TO 92% OF ANTHEM BLUE CROSS SELECT HMO AND MEDICARE PREFERRED REGION 1 PARTY RATE 8, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
9	UP TO 92% OF ANTHEM BLUE CROSS SELECT HMO AND MEDICARE PREFERRED REGION 1 PARTY RATE 9, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
10	UP TO 92% OF ANTHEM BLUE CROSS SELECT HMO AND MEDICARE PREFERRED REGION 1 PARTY RATE 10, OR 92% OF THE PREMIUM, WHICHEVER IS LESS

RESOLUTION NO. 2024-XXX

Page 2

11	UP TO 92% ANTHEM BLUE CROSS SELECT HMO AND MEDICARE PREFERRED REGION 1 PARTY RATE 11, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
12	UP TO 92% OF ANTHEM BLUE CROSS SELECT HMO AND MEDICARE PREFERRED REGION 1 PARTY RATE 12, OR 92% OF THE PREMIUM, WHICHEVER IS LESS

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) **Sacramento Metropolitan Fire District** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of **Sacramento Metropolitan Fire District** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Sacramento Metropolitan Fire District** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Human Resources to file with the Board a verified copy of this resolution, and to perform on behalf of **Sacramento Metropolitan Fire District** all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on **January 1, 2025**.

PASSED, APPROVED AND ADOPTED this 14th day of November 2024. 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

By: _____
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 Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS 000 ALL EMPLOYEES

- WHEREAS, (1) **Sacramento Metropolitan Fire District** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Party Rate	Contribution Per Month
1	UP TO 92% OF ANTHEM BLUE CROSS SELECT HMO REGION 1 PARTY RATE 1, OR 92% OF THE PREMIUM, WHICHEVER IS LESS
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12	UP TO 92% OF ANTHEM BLUE CROSS SELECT HMO AND MEDICARE PREFERRED REGION 1 PARTY RATE 12, OR 92% OF THE PREMIUM, WHICHEVER IS LESS

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) **Sacramento Metropolitan Fire District** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of **Sacramento Metropolitan Fire District** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **Sacramento Metropolitan Fire District** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Human Resources to file with the Board a verified copy of this resolution, and to perform on behalf of **Sacramento Metropolitan Fire District** all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on **January 1, 2025**.

PASSED, APPROVED AND ADOPTED this 14th day of November 2024. 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

By: _____
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 Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS 700 ALL EMPLOYEES (NON-PERS)

- WHEREAS, (1) **Sacramento Metropolitan Fire District** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
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plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) **Sacramento Metropolitan Fire District** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

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RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Human Resources to file with the Board a verified copy of this resolution, and to perform on behalf of **Sacramento Metropolitan Fire District** all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on **January 1, 2025**.

PASSED, APPROVED AND ADOPTED this 14th day of November 2024. 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

By: _____
President, Board of Directors

ATTEST:

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



Sacramento Metropolitan Fire District

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ADAM A. HOUSE
Fire Chief

DATE: November 14, 2024
TO: Board of Directors
SUBJECT: 2024 Response Standards and Service Level Objectives

TOPIC

Staff recommendation for Board of Directors (Board) to adopt the 2024 Response Standards and Service Level Objectives.

BACKGROUND

Following the completion of the Standards of Cover (SOC) study in 2023, the Sacramento Metropolitan Fire District's (District) Board of Directors (Board) adopted the Standards of Cover Policy (Board Policy 01.021.01) and the Response Standards and Service Level Objectives (Board Resolution 23-079). Board Policy 01.021.01 outlines the development and outcomes of the SOC, while Board Resolution 23-079 sets response standards and service level objectives to guide and evaluate District service delivery based on SOC findings.

DISCUSSION

Board Policy 01.021.01 outlines in Section 2a that updated response standards, service level objectives, and key performance metrics should be adopted in order to measure performance and desired outcomes, in accordance with the findings and recommendations of the annual SOC update. The annual SOC update monitors and reports on annual performance trends and provides a framework for operational improvements. As such, the annual SOC update may recommend changes to adopted response standards and service level objectives in order to ensure the continuous improvement of performance and service delivery year over year.

The 2024 SOC study recommended the adoption of updated response standards and service level objectives to more adequately evaluate diverse, evolving risks to better serve the growing populations that are experiencing them. The proposed 2024 Response Standards and Service Level Objectives are attached in Attachment 1.

RECOMMENDATION

Staff recommends the Board approve the attached resolution to adopt the 2024 Response Standards and Service Level Objectives.

Submitted by:

Jake Whealen
Geographic Information Data Analyst

Approved by:

Jeff Frye
Chief Development Officer

ATTACHMENTS:

Attachment 1: 2024 Response Standards and Service Level Objectives
Attachment 2: Resolution to Adopt the 2024 Response Standards and Service Level Objectives



Sacramento Metropolitan Fire District

2024 Response Standards and Service Level Objectives

Response Standard Considerations

Response standards determine the appropriate level of service to be provided to the community by the Sacramento Metropolitan Fire District (District). Service level can be described as the expected response time and the resources required to perform the critical tasks necessary to effectively mitigate the incident. Service levels can vary based on population, density, land use, incident history, identified risks and special hazards.

Proposed Response Standards

In addition to the four existing standards (Dense Urban, Urban, Suburban, and Rural), development trends identified in the 2022 Standards of Cover study have proven to be true, as there are now pockets in dense urban areas that exceed 10,000 people per square mile.

Recognizing that densities at that level poses additional risks and challenges to emergency response, consideration should be made to adopt an even higher response standard for these areas which would be considered "metropolitan" in nature. The District recommends the following response standards to guide service level, which continue to build upon best practices established by the Center for Public Safety Excellence and the National Fire Protection Association (NFPA):

Metropolitan	Dense Urban	Urban	Suburban	Rural
Population density greater than 10,000 people per square mile	Population density between 3,000-10,000 people per square mile	Population density between 1,000-3,000 people per square mile	Populations density between 500-1,000 people per square mile	Population density less than 500 people per square mile

Service Level Objective Considerations

As previously defined, service level is described as the expected response time and the resources required to perform the critical tasks necessary to effectively mitigate the incident. As such, considerations for setting service level objectives primarily revolve around response time considerations and risk considerations.

Response Time

Response time is measured as the length of time from when a call is dispatched to when personnel arrive on scene. Response time is measured to include both the first arriving unit as well as when effective response force (ERF) is achieved, and includes dispatch time (time from alarm to notification), turnout time (time from notification to enroute), and travel time (time from enroute to on scene).

Risk

Different types of incidents pose varying levels of risk and ERF needs, which should be considered when setting service level objectives. NFPA 1710 recommends that service level objectives are set for each major service component (fire suppression, EMS, and special operations) with consideration given to level of risk. The District recognizes fire suppression and EMS, and further breaks special operations into Technical Rescue and Hazardous Materials (HazMat) risk categories.

Proposed Service Level Objectives

As previously discussed, NFPA 1710 recommends that service level objectives be set for all incident types in accordance with risk categories.



In 2023, changes made to ERF requirements for some incident types resulted in the elimination of the Rescue Moderate 3 risk category and the addition of the Rescue High 3 category. In addition, population increases in some dense urban areas have resulted in densities that now exceed 10,000 per square mile. Revised service level objectives are proposed below in consideration of these changes.

Response Time

New proposed response time objectives are shown in the table below. First arriver travel time objectives have been added for all risk types. ERF travel times have been removed for risk types with no ERF requirements. The response time objective for Rescue Moderate 3 was removed and Rescue High 3 has been added. Response time objectives for a metropolitan response standard have been added for all risk categories and is consistent with response time objectives for urban/dense urban response.

Risk Class/ Category	ERF	Dispatch Time	Turnout Time	First Arriver Travel Time			ERF Travel Time			Total Response Time			
				Metro/ Dense/ Urban	Suburban	Rural	Metro/ Dense/ Urban	Suburban	Rural	Metro/ Dense/ Urban	Suburban	Rural	
Fire	Low 1	3	01:00	02:00	04:00	10:00	14:00	-	-	-	07:00	13:00	17:00
	Low 2	4	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Low 3	7	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Low 4	8	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Mod 1	11	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Mod 2	13	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Mod 3	14	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	High 1	16	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30
	High 2	24	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30
	High 3	27	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30
	Max 1	32	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30
	Max 2	33	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30
EMS	Low 1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Low 2	2-4	01:00	02:00	04:00	10:00	14:00	-	-	-	07:00	13:00	17:00
	Low 3	2-4	01:00	02:00	04:00	10:00	14:00	-	-	-	07:00	13:00	17:00
	Low 4	5	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
Rescue	Low 1	3	01:00	02:00	04:00	10:00	14:00	-	-	-	07:00	13:00	17:00
	Low 2	5	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Low 3	7	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Mod 1	10	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Mod 2	13	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	High 1	20	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30
	High 2	21	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30
High 3	22	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30	
HazMat	Low 1	3	01:00	02:00	04:00	10:00	14:00	-	-	-	07:00	13:00	17:00
	Low 2	8	01:00	02:00	04:00	10:00	14:00	8:00	15:00	20:00	11:00	18:00	23:00
	Mod 1	11	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Mod 2	14	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00
	Mod 3	21	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30
High 1	14	01:00	02:00	04:00	10:00	14:00	08:00	15:00	20:00	11:00	18:00	23:00	
High 2	25	01:00	02:00	04:00	10:00	14:00	10:10	19:10	25:30	13:10	22:10	28:30	

Benchmark Performance Statements

Keeping in mind that each risk class and subcategory has a different ERF, individual benchmark performance statements are recommended below for each risk class and category according to applicable response standards.

Fire Response

Fire Low 1

For 90% of all Fire Low 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gallons per minute (gpm) pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing



150 gpm, and extinguishment. ERF will be staffed with a minimum of 3 personnel. Total response time will be 07:00 in metropolitan, dense urban, and urban areas; 13:00 in suburban areas; and 17:00 in rural areas.

Fire Low 2

For 90% of all Fire Low 2 responses, travel for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and extinguishment. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 4 personnel and be capable of monitoring aircraft communications. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

Fire Low 3

For 90% of all Fire Low 3 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and extinguishment. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 7 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

Fire Low 4

For 90% of all Fire Low 4 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and extinguishment. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 8 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

Fire Moderate 1

For 90% of all Fire Moderate 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm as needed. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 11 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

Fire Moderate 2

For 90% of all Fire Moderate 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and providing patient care as needed. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 13 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.



Fire Moderate 3

For 90% of all Fire Moderate 3 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm as needed. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 14 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

Fire High 1

For 90% of all Fire High 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and providing patient care as needed. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 16 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.

Fire High 2

For 90% of all Fire High 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm as needed. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 24 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.

Fire High 3

For 90% of all Fire High 3 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and gaining direct access to the aircraft. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 27 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.

Fire Max 1

For 90% of all Fire Max 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and establishing standpipe connection as appropriate. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 32 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.

Fire Max 2

For 90% of all Fire Max 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, and conducting



evacuations as needed. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 33 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.

EMS Response

EMS Low 1

EMS Low 1 incidents are primarily Mobile Integrated Health (MIH) program and special duty calls which, by nature, are not emergent and do not require emergency response, but rather are requested as needed. While no benchmark performance statement is recommended for adoption at this time, a future recommendation may be considered for appropriate benchmark performance measurement as the MIH program grows.

EMS Low 2

For 90% of all EMS Low 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, patient assessment, patient treatment/stabilization, and requesting transport if necessary. Total response time will be 07:00 in metropolitan, dense urban, and urban areas; 13:00 in suburban areas; and 17:00 in rural areas.

EMS Low 3

For 90% of all EMS Low 3 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, patient assessment, patient treatment/stabilization, and requesting transport if necessary. Total response time will be 07:00 in metropolitan, dense urban, and urban areas; 13:00 in suburban areas; and 17:00 in rural areas.

EMS Low 4

For 90% of all EMS Low 4 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, requesting additional resources if necessary, and providing ALS patient care as needed. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 5 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

Technical Rescue Response

Rescue Low 1

For 90% of all Rescue Low 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, investigation, requesting additional resources if necessary, providing BLS/ALS patient care, and mitigation as needed. ERF will be staffed with a minimum of 3 personnel. Total response time will be 07:00 in metropolitan, dense urban, and urban areas; 13:00 in suburban areas; and 17:00 in rural areas.

Rescue Low 2

For 90% of all Rescue Low 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, investigation, requesting additional resources if necessary, providing BLS/ALS patient care, and mitigation. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 5 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.



Rescue Low 3

For 90% of all Rescue Low 3 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene safety, investigation, requesting additional resources if necessary, providing BLS/ALS patient care, and mitigation. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 7 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

Rescue Moderate 1

For 90% of all Rescue Moderate 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene safety, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, providing BLS/ALS patient care, and conducting evacuations as needed. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 10 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

Rescue Moderate 2

For 90% of all Rescue Moderate 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, gaining access to aircraft, deploying fire attack lines capable of flowing 150 gpm, and performing rescues as needed. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 13 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

Rescue High 1

For 90% of all Rescue High 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up, identifying victim profile and location, recognizing/identifying hazards, requesting additional resources if necessary, and performing shore-based rescues. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 17 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.

Rescue High 2

For 90% of all Rescue High 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up, site control and scene management, hazard recognition, increasing survivability profile, and requesting additional resources if necessary. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 21 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.

Rescue High 3

For 90% of all Rescue High 3 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up, site control and scene management, hazard recognition, increasing survivability profile, and requesting additional resources if necessary. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed



with a minimum of 22 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.

Hazardous Materials Response

HazMat Low 1

For 90% of all HazMat Low 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up and safety, investigation, requesting additional resources if necessary, and mitigation if possible. ERF will be staffed with a minimum of 3 personnel. Total response time will be 07:00 in metropolitan, dense urban, and urban areas; 13:00 in suburban areas; and 17:00 in rural areas.

HazMat Low 2

For 90% of all HazMat Low 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of establishing incident command, scene size-up and safety, investigation, requesting additional resources if necessary, isolating and denying entry, evacuations, and performing first responder mitigation tactics if possible. Travel for the arrival of ERF will be 8:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 8 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

HazMat Moderate 1

For 90% of all HazMat Moderate 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, isolating and denying entry, securing utilities, and conducting evacuations or rescues as needed. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 11 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

HazMat Moderate 2

For 90% of all HazMat Moderate 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, requesting additional resources if necessary, scene safety, isolating and denying entry, product identification if possible, determining immediate threats to life, and rescuing victims if possible. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 14 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

HazMat Moderate 3

For 90% of all HazMat Moderate 3 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, requesting additional resources if necessary, scene safety, isolating and denying entry, product identification if possible, determining immediate threats to life, deploying fire attack lines capable of flowing 150 gpm, and rescuing victims if possible. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 21 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.



HazMat High 1

For 90% of all HazMat High 1 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban, and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit should already have arrived on a HazMat Low 2 response. Additional companies on HazMat High 1 incidents should be able to conduct robust offensive HazMat mitigation operations. Travel time for the arrival of ERF will be 08:00 in metropolitan, dense urban, and urban areas; 15:00 in suburban areas; and 20:00 in rural areas. ERF will be staffed with a minimum of 14 personnel. Total response time will be 11:00 in metropolitan, dense urban, and urban areas; 18:00 in suburban areas; and 23:00 in rural areas.

HazMat High 2

For 90% of all HazMat High 2 responses, travel time for the first arriving unit will be 04:00 in metropolitan, dense urban and urban areas; 10:00 in suburban areas; and 14:00 in rural areas. The first arriving unit will be capable of providing 700 gallons of water and 1500 gpm pumping capacity, establishing incident command, scene size-up, arrival report, requesting additional resources if necessary, deploying fire attack lines capable of flowing 150 gpm, isolating and denying entry, product identification if possible, performing first responder mitigation tactics if possible, and conducting evacuations or rescues as needed. Travel time for the arrival of ERF will be 10:10 in metropolitan, dense urban, and urban areas; 19:10 in suburban areas; and 25:30 in rural areas. ERF will be staffed with a minimum of 25 personnel. Total response time will be 13:10 in metropolitan, dense urban, and urban areas; 22:10 in suburban areas; and 28:30 in rural areas.





Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT TO ADOPT THE 2024 RESPONSE STANDARDS AND SERVICE LEVEL OBJECTIVES

WHEREAS, the Sacramento Metropolitan Fire District (District) recently completed its annual Standards of Cover (SOC) update to evaluate District service delivery; and

WHEREAS, the SOC Policy (Board Policy 01.021.01) memorializes SOC elements, annual development and updates, key performance metrics, and updated response standards and service level objectives; and

WHEREAS, the District shall adopt updated response standards, service level objectives, and key performance metrics in order to better measure performance and desired outcomes per Section 2a of the SOC Policy; and

WHEREAS, the proposed 2024 Response Standards and Service Level Objectives enhance the District's ability to evaluate diverse, evolving risks in consideration of best practice recommendations; and

WHEREAS, adoption of the proposed 2024 Response Standards and Service Level Objectives is crucial to improving the District's service delivery.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby adopt the 2024 Response Standards and Service Level Objectives.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2024. 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

By: _____
President, Board of Directors

ATTEST:

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



2024 Standards of Cover

Presented by:

Planning & Development / Operations

November 14, 2024



BACKGROUND

Standards of Cover Policy

Adopted December 14, 2023

- **ANNUAL** preparation of a Standards of Cover study that examines:
 - **Communities we serve**
 - **Risks we face**
 - **Services we provide**
- **EVALUATION** of service delivery as a means for carrying out strategic planning efforts



2024 STANDARDS OF COVER



Data Efficiencies

- Data Sources = 10+
- Single Calculations = Thousands
- Single Data Points = Millions



CHANGES FOR 2024

➤ **Section 1: Community Baseline**

- Updated growth project profiles

➤ **Section 2: Risk Assessment**

- Updated battalion and first due risk assessments

➤ **Section 3: Risk Categories & Critical Task Capabilities**

- Updated risk categories

➤ **Section 4: Standards, Goals & Objectives**

- New proposed response standards, response time objectives, and service level objectives



CHANGES FOR 2024

➤ **Section 5: Service Delivery Analysis**

- Comparative analysis of response standard determination
- Inclusion of auto aid resources in concentration study
- Updated growth plan and new service projections

➤ **Section 6: Performance Evaluation**

- Comparative performance analysis
- Response time performance summary

➤ **Section 7: Summary & Recommendations**

- Recap of continuous improvement efforts to date and focus areas for coming year



SUMMARY OF FINDINGS

Sections 2 & 3

- First due population density of 10,000/sq mi
- 22% increase in values at risk; now \$89B
- Calls related to unhousted population increased 9%

Section 4

- New proposed response standard
- New proposed response time objectives
- New proposed service level objectives



SUMMARY OF FINDINGS

Section 5

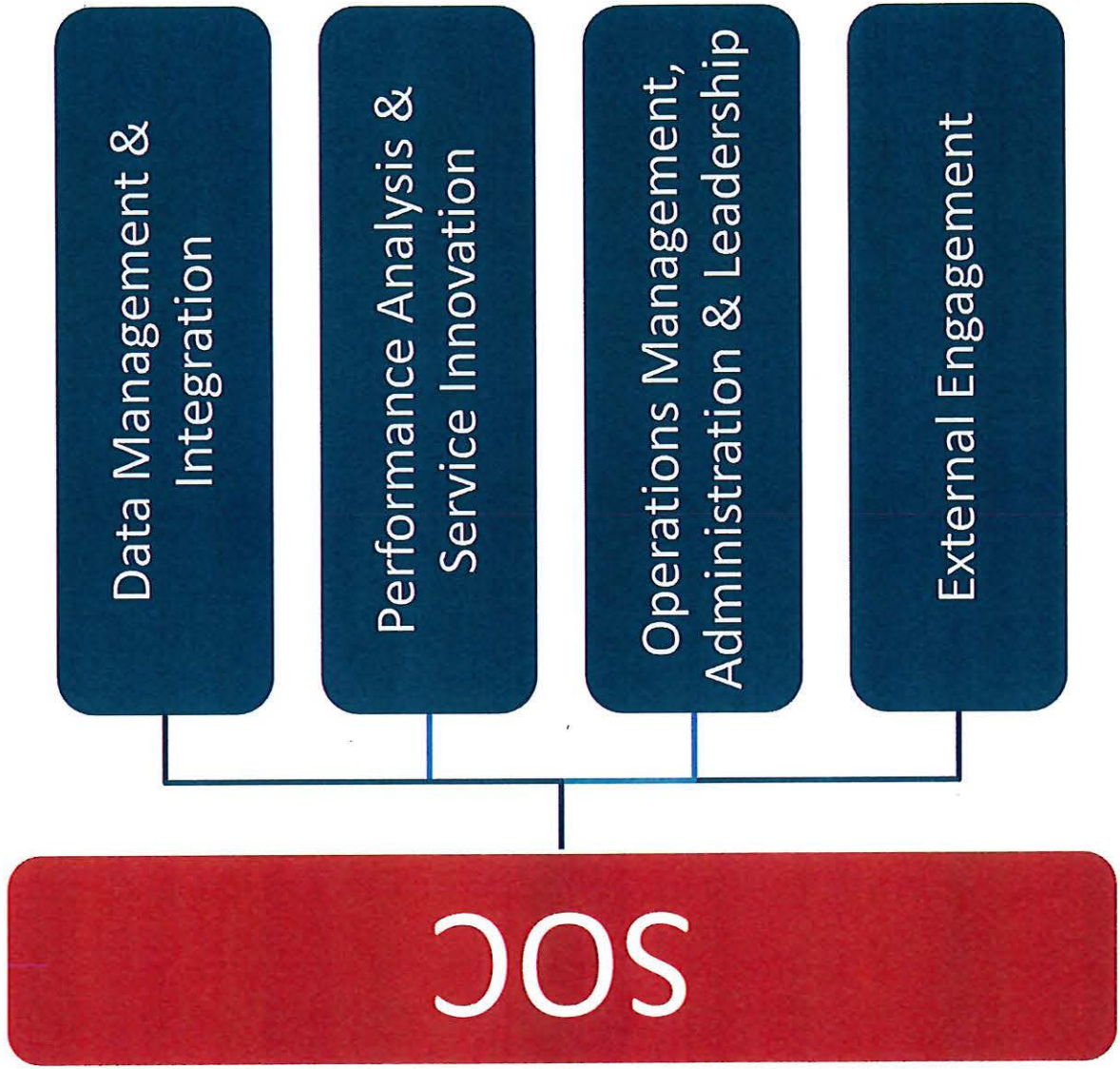
- Station 26 density likely to exceed 10,000/sq mi next year
- Auto aid improves ERF
- Planned station projects will largely mitigate distribution gaps
- No changes to timing of new service

Section 6

- Largest challenge is urban/dense urban response
- Number of stations with 90% reliability doubled since 2022
- 2% reduction in medic TOT



CONTINUOUS IMPROVEMENT





ANNUAL PLANNING PROCESS

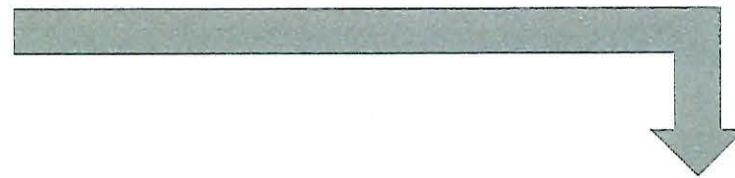
Standards of Cover

- Findings & Recommendations



Continuous Improvement

- Data Management & Integration
- Performance Analysis & Service Innovation
- Ops Management, Administration & Leadership
- External Engagement



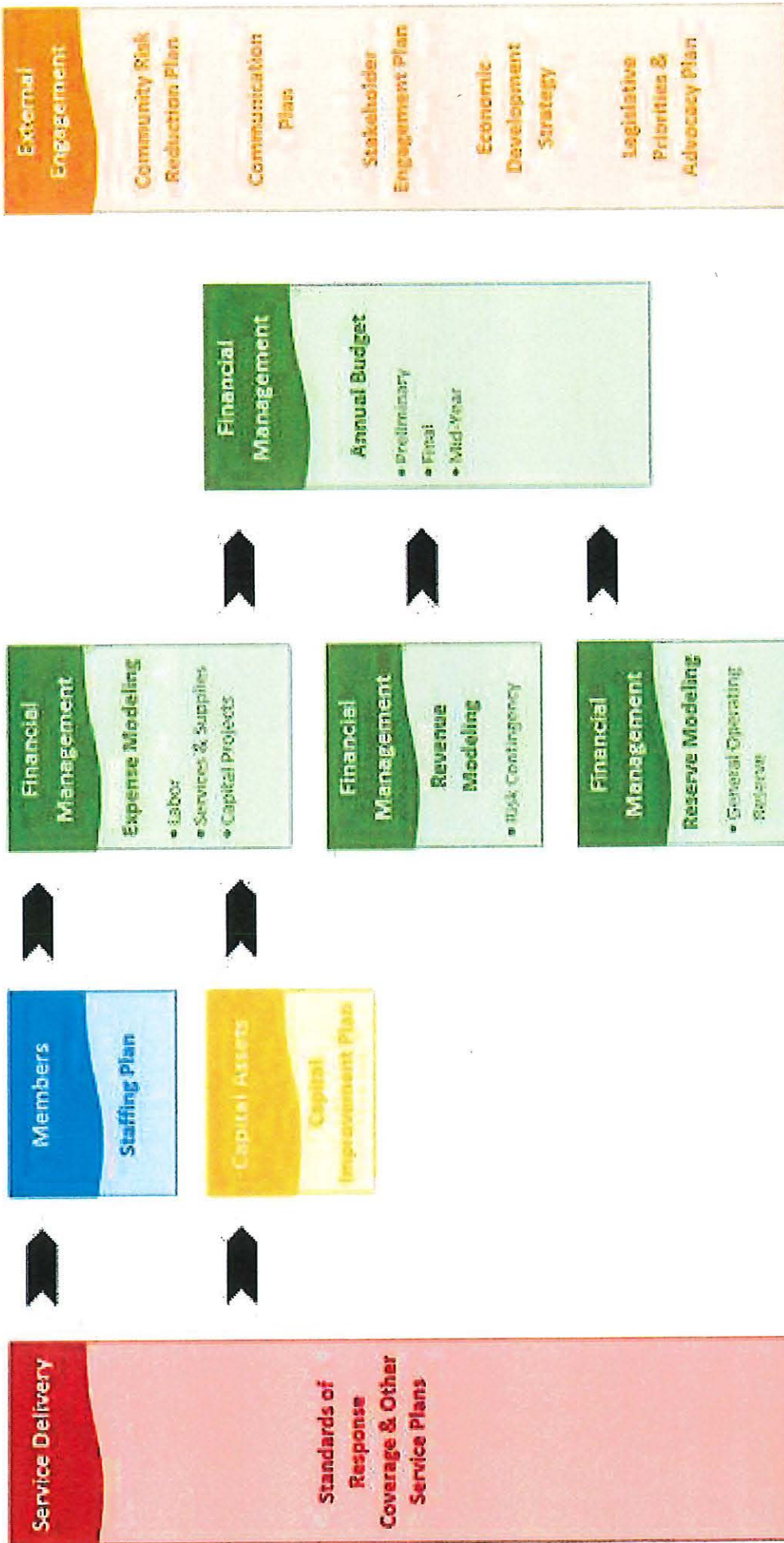
Annual Planning Process

- Policy Recommendations
- Service Delivery Plan
- Continuous Improvement Projects





STRATEGIC PLANNING FRAMEWORK





RECOMMENDATION

Recommended Action:

Adopt the 2024 Response Standards and Service Level Objectives

Resolution Commending Jennifer Sheetz

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District wish to acknowledge that Jennifer Sheetz has served as a Director of the Sacramento Metropolitan Fire District with distinction; and

WHEREAS, Director Sheetz began her service as an elected Board member in December 2016, and faithfully served the Sacramento Metropolitan Fire District with sound judgment, professionalism, and integrity throughout her tenure for eight years; and

WHEREAS, Director Sheetz served the Board of Directors with the highest degree of leadership as Board President in 2020; and

WHEREAS, Director Sheetz contributed significantly to the District by serving on the Finance & Audit Committee in 2017, serving on the Executive Committee as Vice President in 2019 and as Secretary in 2018 and 2024, and has served as an alternate on the Policy Committee since 2019; and

WHEREAS, Director Sheetz proudly represented the Sacramento Metropolitan Fire District at the Cap-to-Cap program in Washington, DC, in 2018 & 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Sacramento Metropolitan Fire District and its Board of Directors hereby commends Jennifer Sheetz for her unwavering dedication, steadfast commitment to the District's goals and objectives, and exceptional service to the fire service and the citizens which it serves, and wishes to thank her for a job well done.

BE IT FURTHER RESOLVED, that this foregoing Resolution No. 2024-__ was passed and adopted on November 14, 2024, by the Sacramento Metropolitan Fire District Board of Directors.

Grant B. Goold, Board President

Marni Rittburg, Board Clerk