



Todd Harms  
Fire Chief

Cynthia Saylor  
Board President  
Division 1

D'Elman Clark  
Board Vice President  
Division 6

Vacant  
Board Secretary

Grant Goold  
Board Member  
Division 2

Elected Official  
Board Member  
Division 3

Ted Wood  
Board Member  
Division 4

Jennifer Sheetz  
Board Member  
Division 5

Brian Rice  
Board Member  
Division 7

Gay Jones  
Board Member  
Division 8

Elected Official  
Board Member  
Division 9

# Sacramento Metropolitan Fire District

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

## BOARD OF DIRECTORS - REGULAR MEETING

**Thursday, December 8, 2022 – 6:00 PM**

**Sacramento Metropolitan Fire District**

**10545 Armstrong Avenue**

**Board Room – Second Floor**

**Mather, California**

**&**

**Remotely Via Zoom**

**Phone: (669) 900-6833**

**Webinar ID: 875 1535 5024#**

**Passcode: 568 510 933#**

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

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20 and N-29-20, which directs Californians to follow public health directives including canceling large gatherings. Per the State of Emergency effective March 2, 2020, the Board of Directors of the Sacramento Metropolitan Fire District proclaimed that a local emergency exists, and authorized remote teleconference meetings from November 10, 2022 through December 9, 2022 pursuant to Brown Act provisions.

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. **If you would like to view the meeting via the Zoom Application, please contact Board Clerk Penilla via email at the address listed below.**

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least forty-eight (48) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations:

Melissa Penilla  
Board Clerk  
(916) 859-4305

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

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



# Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, DECEMBER 8, 2022

CALL TO ORDER

ROLL CALL

PLEDGE TO FLAG – HONOR GUARD TO PRESENT COLORS

**METRO CABLE ANNOUNCEMENT**

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Saturday, December 10<sup>th</sup> at 2:00 pm and Monday, December 12<sup>th</sup> at 6:00pm on Channel 14; Webcast at [metro14live.saccounty.net](http://metro14live.saccounty.net).

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

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

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

**CONSENT ITEMS**

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

<b>CONSENT ITEMS</b>		<u>Page No.</u>
1.	<b>Action Summary Minutes</b> <b>Recommendation:</b> Approve the Action Summary Minutes for the Regular Board meeting of November 10, 2022.	6
2.	<b>Action Summary Minutes</b> <b>Recommendation:</b> Approve the Action Summary Minutes for the Special Board meeting of November 12, 2022.	12
3.	<b>Action Summary Minutes</b> <b>Recommendation:</b> Approve the Action Summary Minutes for the Special Board meeting of November 15, 2022.	13
4.	<b>2023 Schedule of Regular and Committee Board Meetings</b> <b>Recommendation:</b> Approve the 2023 schedule of regular and committee board meetings and cancel meetings that fall on or near holidays.	14
5.	<b>Quarterly Investment Report from September 2022</b> <b>Recommendation:</b> Receive and file the investment report for the 1 <sup>st</sup> quarter of Fiscal Year 2022-23.	16



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REGULAR BOARD MEETING

THURSDAY, DECEMBER 8, 2022

6. **Certified Election Results – General Election, November 8, 2022** 18\*\*  
\*\*PDF Separate Attachment  
**Recommendation:** Accept certified results of the November 8, 2022 General District Election as provided by the Certificate of Facts from the Registrar of Voters, County of Sacramento and County of Placer.
7. **Purchase of Motorola 800 MHz Radios** 19  
**Recommendation:** Approve the purchase of new Motorola 800 MHz Radios and related accessories not to exceed the budgeted amount of \$165,000.
8. **Award Recommendation – RFP 22-05 Real Estate Brokerage Services** 20  
**Recommendation:** Adopt a resolution authorizing the Fire Chief to execute non-exclusive agreements for real estate brokerage services with Turton Commercial Real Estate, CBRE Inc., and Cushman and Wakefield for an initial term of five years.

## PRESENTATION ITEMS

1. **Board Member Swearing-In Ceremony (Chief Harms)** \*  
**Recommendation:** Swear-In elected officials for Divisions 1, 3, 7, and 9 for the 2022-2026 term.
2. **Present Chief Harms with Retirement Resolution (President Saylor)** \*  
**Recommendation:** Receive presentation, no action required.
3. **Honor Guard (Captain Steve Mayer)** \*  
**Recommendation:** Receive presentation, no action required.

## ACTION ITEMS

1. **Labor Negotiations - Memorandums of Understanding and Unrepresented Resolutions** \*\*  
\*\*PDF Separate Attachment for items A-D
  - A. Resolution – Memorandum of Understanding by and between SMFD and the Sacramento Area Firefighters Local 522 33
  - B. Resolution – Memorandum of Understanding by and between SMFD and the Battalion Chief's Organization 34
  - C. Resolution – Memorandum of Understanding by and between SMFD and the Administrative Support Personnel (ASP) 35
  - D. Resolution – Memorandum of Understanding by and between SMFD and EMT and Paramedic 36
  - E. Resolution – Senior Safety Management and Safety Management Employees 37
  - F. Resolution – Non-Safety Senior Management, Management, and Unrepresented Confidential Employees 51**Recommendation:** Adopt Labor Negotiation Resolutions.



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REGULAR BOARD MEETING

THURSDAY, DECEMBER 8, 2022

2. **Ratification of Resolution to Extend Teleconference of Board Meetings (Government Code 54953(e) (3)) (President Saylor)** 68  
**Recommendation:** Consider adopting a Resolution which would extend the ability to teleconference without compliance of Government Code paragraph (3) of subdivision (b) of section 54953 from December 8, 2022 – January 6, 2023 or until further re-ratified.
3. **Election of Board Officers (Board Clerk Penilla)** 70  
**Recommendation:** Nominate and elect members of the Board to serve as:  
a) President, b) Vice President, and c) Secretary for one (1) year terms to commence January 1, 2023.
4. **Resolution – Commending Director White (Chief Harms and Board Clerk Penilla)** 72  
**Recommendation:** Adopt Resolution commending Director White.

## REPORTS

1. **PRESIDENT'S REPORT—(President Saylor)**
2. **FIRE CHIEF'S REPORT—(Fire Chief Harms)**  
**OPERATIONS' REPORT – (Deputy Chief Mitchell)**
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT – (BC Matt Cole, Local 522 Vice President)**
4. **COMMITTEE AND DELEGATE REPORTS**  
*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*
  - A. **Executive Committee – (President Saylor)**  
Next Meeting: January 12, 2023 at 5:30 pm
  - B. **Communications Center JPA – (DC Wagaman)**  
Next Meeting: December 13, 2022 at 9:00 AM
  - C. **Finance and Audit Committee – (Director Wood)**  
Next Meeting: January 26, 2023 at TBD
  - D. **Policy Committee – (Director Goad)**  
Next Meeting: TBD

## BOARD MEMBER QUESTIONS AND COMMENTS

## CLOSED SESSION

1. **Conference with Labor Negotiator**  
**Pursuant to California Government Code Section 54957.6**
  - A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Sacramento Area Fire Fighters Local 522



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## REGULAR BOARD MEETING

THURSDAY, DECEMBER 8, 2022

- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Battalion Chiefs Bargaining Group,  
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Administrative Support Personnel (ASP)  
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Safety Senior Management, Management  
and Unrepresented Confidential Employees
- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Non-Safety Senior Management, Management  
and Unrepresented Confidential Employees

## CLOSED SESSION REPORT OUT

## ADJOURNMENT

### NEXT BOARD MEETING(S):

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

- Regular Board Meeting – January 12, 2023 at 6:00 PM


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

**ANTICIPATED AGENDA ITEMS:** TBD

Posted on December 5, 2022

Melissa Penilla, Clerk of the Board

\* No written report

\*\*  Separate Attachment

### DISABILITY INFORMATION:

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



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, November 10, 2022

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 6:03 pm by President Saylor. Board members present in person: Clark, Jones, Orzalli, Saylor, and Sheetz. Board members present virtually via Zoom: Rice, and White. Board members absent: Gould and Wood. Staff present: Chief Harms, General Counsel Lavra, and Board Clerk Penilla.

**PUBLIC COMMENT** - None

### CONSENT ITEMS

**Action:** Moved by Clark, seconded by Jones, and carried unanimously by members present to adopt the consent calendar as follows:

1. **Action Summary Minutes**  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board meeting of October 27, 2022.  
**Action:** Approved the Action Summary Minutes.
2. **Retirement Resolution – Todd Harms**  
**Recommendation:** Adopt Resolution acknowledging the accomplishments and career of Fire Chief Todd Harms.  
**Action:** Adopted Resolution No. 2022-091.
3. **Temporary Construction Easement – Watt/Myrtle**  
**Recommendation:** Adopt Resolution to authorize the execution of a Temporary Construction Easement.  
**Action:** Adopted Resolution No. 2022-092.
4. **Hourly Fee Rate Adjustment – Longyear & Lavra**  
**Recommendation:** Approve the fee rate adjustment from \$185.00 per hour to \$220.00 per hour.  
**Action:** Approved the fee rate adjustment.
5. **Employer's Contribution Under the Public Employees' Medical and Hospital Care Act – CalPERS Resolutions**
  - 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, 2023.  
**Action:** Adopted Resolution Nos. 2022-093 through 2022-095.

#### PRESENTATION ITEM

Director Wood joined the meeting in person at 6:06 pm.

1. **Sleep Deprivation in the Fire Service** (*Laura K. Barger, Ph.D.*)  
**Recommendation:** Receive the presentation, no action required.  
**Action:** Presentation received, no action taken.

#### ACTION ITEMS

1. **Award Recommendation – RFP 22-03 Helicopter 3 Equipment Upgrade And Mission Retrofit** (*Grant Russell, Battalion Chief – Special Operations*)  
**Recommendation:** Authorize the Fire Chief, or his designee, to execute an agreement with Advanced Helicopter Services not to exceed the amount of \$787,221.  
**Action:** Moved by Sheetz, seconded by Wood, and carried unanimously by members present to authorize the Fire Chief to execute an agreement with Advanced Helicopter Services.
2. **CalPERS Employer Originated Retirement Application** (*Ty Bailey, Deputy Chief*)  
**Recommendation:** Adopt a resolution allowing the Deputy Chief of Administration to submit an Employer-Originated Disability Retirement Application on behalf of the member to begin the Industrial Disability Retirement Process with CalPERS.  
**Action:** Moved by Clark, seconded by Sheetz, and carried unanimously by members present to adopt Resolution No. 2022-096.
3. **Ratification of Resolution to Extend Teleconference of Board Meetings (Government Code 54953(e) (3))** (*President Saylor*)  
**Recommendation:** Consider adopting a Resolution which would extend the ability to teleconference without compliance of Government Code paragraph (3) of subdivision (b) of section 54953 from November 10, 2022 – December 9, 2022 or until further re-ratified.  
**Action:** Moved by Jones, seconded by Sheetz, and carried unanimously by members present to adopt Resolution No. 2022-097.
4. **Resolution – Commending Director Orzalli** (*Chief Harms and Board Clerk Penilla*)  
**Recommendation:** Adopt Resolution commending Director Orzalli.  
**Action:** Moved by Jones, seconded by Wood, and carried unanimously by members present to adopt Resolution No. 2022-098.

#### REPORTS

1. **PRESIDENT'S REPORT**—(*President Saylor*) – No report.

## **2. FIRE CHIEF'S REPORT—(Chief Harms)**

### **Promotions**

Congratulations to following 11 members for being promoted to the rank of Engineer, effective November 8, 2022: Ilya Shokur, Justin Frey, Ryan Bridges, Christopher Botto, Andres Sanchez, Alexander Carl, Chachris Thongmanee, Brian McGoldrick, Cardiff Schmitz, Adolfo Lopez, and Philip Graffis.

Additionally, congratulations to following five members who successfully completed the Engineer examination are remain on the eligibility list for future promotion opportunity: Tomas Faddis, Trevor Klein, Pierce Thomas, Justin Gallisdorfer, and Omar Franco.

Welcome to Kevin Johnston who has been reinstated to the position of firefighter effective October 17, 2022.

### **New Hires**

Jeremy Lim and Mason Wheeler hired for the position of Fire Inspector I in the Community Risk Reduction Division, effective November 1, 2022.

Rachel Roberson hired for the Office Technician in Information Technology Division, effective November 1, 2022.

Chelsea Justrich hired for the Office Technician in Operations Division, effective November 2, 2022.

### **Recruitment**

Reassignment Opportunities:

- Training Day Captain, Final Filing Date 11/23
- 23-1 Fire Academy Drill Instructors

### **Meetings/Conferences**

Chiefs Forums completed on October 31<sup>st</sup>.

11/1, Welcomed SRP Academy 22-3 – Class of 20 recruits (19 EMTs and 1 paramedic)

11/3, CA Metro Fire Chiefs Monthly Conference Call

11/9, Labor Management Collaboration Meeting (LMCM) Monthly Meeting

11/10, Captain Shawn Lemon and Firefighter Tucker Hodge were recognized by the Sacramento County Sheriff's Office (SSO) and the Sacramento County Board of Supervisors for their rescue efforts in the joint incident with SSO on June 24, 2022. This was a similar commendation recognition that Metro Fire gave to the Sacramento Sheriff Officers at the previous Board Meeting.

## **OPERATIONS' REPORT**

Deputy Chief Mitchell reported that we responded to 4,080 total incidents since our last report on October 27, 2022; an average of 291 calls per day. Of those 154 were fire incidents, an average of 11 calls per day.



On Tuesday, November 8<sup>th</sup>, the region transitioned out of peak wildland season staffing. Dispatch levels were reduced to winter season levels and the Copter/Dozer programs are available on a call when needed basis.

As for training, a Captain's Officer Development Program will be held November 14<sup>th</sup>, 16<sup>th</sup> & 18<sup>th</sup>. We anticipate about thirty participants. This is being held well before the upcoming promotional test to allow our members to set themselves up for success. The November PDP completed today: Your Career & Retirement with Captain Rodrigues, Coach Gallagher, and CalPERS rep which kicked off this year's program. The next class will be on December 13<sup>th</sup> & 14<sup>th</sup>: Command Philosophy: An Overview with DC Mitchell, and will continue monthly with other offerings into next spring.

Deputy Chief Mitchell provided an update on the Ambulance Surge Agreements. The goal of the program is to ensure Service Delivery to our community while we balance call volume and wall time impacts on regional ambulance availability, and reduce Engine companies going out of service to staff ISRM's. Currently, our Surge assets are AMR, they are first to be contacted when we get to draw down levels to add units in the system. NorCal, was first to establish contract with Metro Fire under the new contract process, and operationally added as an asset November 7, 2022. Alpha One is second to establish contract with plans to meet with their leadership for training and sharing of the operational plan. We're maintaining our current regional drawdown plan, but inserting these new surge assets prior to ISRM activation.

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

Vice President Cole congratulated the sixteen engineers who successfully completed the exam process. He is excited to have a list of five to address future staffing challenges.

They recently completed a three-day behavioral support class with Captain Manfredi and Jeff Wells. VP Cole attended the Labor Management meeting where t discussed several items including recruitment and rebuilding Metro EMS.

Lastly, he wishes Director Orzalli well on his future endeavors, especially his travel plans. He looks forward to sitting down to coffee and hearing about the historical spots in Africa he visits.

### **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 Saylor)**

Report Out: November 4, 2022

The Executive Committee met last week and discussed the Fire Chief selection process. The full Board is looking forward to oral interviews this weekend.

Next Meeting: TBD

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

Report Out: November 4, 2022

Deputy Chief Wagaman reported out from the recent Special Meeting. The JPA is looking at grant opportunities, reviewed the radio replacement project, an amendment to the budget, and a thorough cleaning to each dispatch console one time per year.

Next Meeting: November 22, 2022 at 9:00 AM

- C. **Finance and Audit Committee – (Director Orzalli)**  
Next Meeting: TBD
- D. **Policy Committee – (Director Goold)**  
Next Meeting: TBD

**BOARD MEMBER QUESTIONS AND COMMENTS**

Director Jones congratulated the new hires and recently promoted engineers. She thanked Dr. Barger for her presentation, and finds the impact of sleep deprivation very interesting and appreciates the research on how sleep affects people in this line of work. She looks forward to minimizing the impact it has on fire personnel.

Director Rice congratulates the promotees and Director Orzalli. He is sad to hear that Kevin Trost passed away, they shared a first-in area and loved being around him. He asked for a moment of silence at the end of the meeting to honor Kevin.

Director Sheetz congratulated the promotees as well. She also thanked the men and women who would be working on Thanksgiving, and encourages everyone to have a happy day with their family.

**The Board recessed to closed session at 7:34 pm with a moment of silence for Kevin Trost.**

**CLOSED SESSION**

**Director White did not join closed session and was absent for the remainder of the meeting.**

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to California Government Code Section 54956.9(d)(1): One case**  
Case No. 34-2020-00286706-CU-BC-GDS  
Medic Ambulance Service, Inc. v. Sacramento Metropolitan Fire District  
**Action:** No reportable action taken.
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One case**
  - A. Claim Against Public Entity Pursuant to Government Code Section 910  
Erika Pina v. Sacramento Metropolitan Fire District  
Deputy Chief Bailey  
**Action:** Moved by Jones, seconded by Wood, and carried unanimously by members present to deny the claim and refer the matter to the District’s insurance company.
3. **Conference with Labor Negotiator Pursuant to California Government Code Section 54957.6**
  - A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Sacramento Area Fire Fighters Local 522

- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Battalion Chiefs Bargaining Group,  
Sacramento Area Fire Fighters Local 522
  - C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Administrative Support Personnel (ASP)  
Affiliate of Sacramento Area Fire Fighters Local 522
  - D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Safety Senior Management, Management  
and Unrepresented Confidential Employees
  - E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore  
Employee Organization: Non-Safety Senior Management, Management  
and Unrepresented Confidential Employees
- Action:** No reportable action taken.

**The board reconvened to open session at 8:35 pm.**

**ADJOURNMENT** - The meeting was adjourned at 8:39 pm.

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Cinthia Saylor, President

\_\_\_\_\_  
Walt White, Secretary

\_\_\_\_\_  
Melissa Penilla, Board Clerk



# Sacramento Metropolitan Fire District

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TODD HARMS  
Fire Chief

## ACTION SUMMARY MINUTES – SPECIAL MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Saturday, November 12, 2022

Held at the following locations:

10545 Armstrong Avenue – Board Room  
Mather, California

#### CALL TO ORDER

The meeting was called to order at 8:12 am. by President Saylor. Board members present: Clark, Jones, Orzalli, Rice, Saylor, and Wood. Board members absent: Goold, Sheetz, and White. Staff present: Board Clerk Penilla.

#### PLEDGE TO FLAG

PUBLIC COMMENT: None

#### CLOSED SESSION:

The Board recessed to Closed Session at 8:13 am.

#### CLOSED SESSION GOVERNMENT CODES:

Board members Goold, Sheetz, and White joined virtually in Closed Session at 8:13 am.

#### 1. PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT

Pursuant to California Government Code Section 54957

##### Fire Chief Selection Process

Director Goold left Closed Session at 4:45 pm and did not return.

Director Sheetz left Closed Session at 4:56 pm and did not return.

Director White left Closed Session at 5:03 pm and did not return.

**Action:** The Board met in Closed Session for the Interim Fire Chief selection process pursuant to Government Code Section 54957. By a vote of 5-1, the Board will request two external candidates return for a Special Meeting at a later date for further Interim Fire Chief selection process discussions.

The Board reconvened to Open Session at 5:15 pm.

**ADJOURNMENT** - The meeting adjourned at 5:17 pm.

\_\_\_\_\_  
Cinthia Saylor, President

\_\_\_\_\_  
Walt White, Secretary

\_\_\_\_\_  
Melissa Penilla, Clerk of the Board



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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## ACTION SUMMARY MINUTES – SPECIAL MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Tuesday, November 15, 2022

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 6:01 pm by President Saylor. Board members present: Clark, Jones, Orzalli, Rice, Saylor, White, and Wood. Board members absent: Goold and Sheetz. Staff present: Board Clerk Penilla.

#### PLEDGE TO FLAG

**PUBLIC COMMENT:** None

#### CLOSED SESSION:

The Board recessed to Closed Session at 6:03 pm.

#### CLOSED SESSION GOVERNMENT CODES:

Board members Goold and Sheetz joined virtually in Closed Session at 6:03 pm.

#### 1. PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT

Pursuant to California Government Code Section 54957

##### Fire Chief Selection Process

**Action:** The Board met in Closed Session for the Interim Fire Chief selection process pursuant to Government Code Section 54957. The Board took unanimous action by a vote of 9-0, to extend a conditional offer to a candidate as Interim Fire Chief subject to the successful negotiation of an Interim Chief agreement.

The Board reconvened to Open Session at 8:47 pm.

Board members Goold and Sheetz did not join Open Session and left the meeting at 8:47pm.

**ADJOURNMENT** - The meeting adjourned at 8:51 pm.

\_\_\_\_\_  
Cynthia Saylor, President

\_\_\_\_\_  
Walt White, Secretary

\_\_\_\_\_  
Melissa Penilla, Clerk of the Board



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

DATE: December 8, 2022  
TO: Board of Directors  
SUBJECT: 2023 Schedule of Regular and Committee Meetings

## TOPIC

Schedule of regular and committee meetings for 2023, and cancellation of meetings that fall on holidays.

## DISCUSSION

The regular meetings of the Board of Directors are scheduled for the second and fourth Thursday of each month. The fourth Thursdays in the months of November and December fall on November 23<sup>rd</sup>, Thanksgiving Day, and December 28<sup>th</sup>. It has been a past practice of the Board to cancel board meetings on dates that conflict with holidays. The Board of Directors Policies and Procedures, Paragraph 6(a), states that regular meetings may be cancelled or additional meetings may be scheduled with consent of the majority of the Board of Directors during a prior regularly scheduled Board meeting.

## RECOMMENDATION

Staff recommends the Board approve a schedule of regular and committee meetings for Calendar Year 2023 as shown in Attachment 1, including cancelling the meetings of November 23<sup>rd</sup> and December 28<sup>th</sup>.

Submitted By:

\_\_\_\_\_  
Melissa Penilla, Board Clerk

Attachment (1) – 2023 Calendar of Meetings



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

10545 Armstrong Avenue, Suite 200 • Mather, CA 95655 • Phone (916) 859-4300 • Fax (916)859-3720

## SACRAMENTO METROPOLITAN FIRE DISTRICT

### BOARD OF DIRECTORS SCHEDULE OF REGULAR AND SPECIAL MEETINGS CALENDAR YEAR 2023

COMMITTEE MEETINGS	BOARD MEETINGS
Thursday 5:00 pm or 5:30 pm (Dependent upon meeting length)	Thursday 6:00 pm
Executive	January 12
Finance & Audit	January 26
Policy	February 9
Finance & Audit	February 23
Policy	March 9
Finance & Audit	March 23
Policy	April 13
Finance & Audit	April 27
Policy	May 11
Finance & Audit	May 25
Policy	June 8
Finance & Audit	June 22
Policy	July 13
Finance & Audit	July 27
Policy	August 10
Finance & Audit	August 24
Policy	September 14
Finance & Audit	September 28
Policy	October 12
Finance & Audit	October 26
Policy	November 9
Finance & Audit	November 23 Thanksgiving
Policy	December 14
Finance & Audit	December 28 Week after Christmas

#### ATTACHMENT 1

NOTE: Policy and Executive Committee meetings are held as needed.



# Sacramento Metropolitan Fire District

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TODD HARMS  
Fire Chief

DATE: December 8, 2022  
TO: Board of Directors  
FROM: Ronald Empedrad, Controller  
RE: Quarterly Investment Report – September, 2022

## Background

California Government Code §53646(b) requires the District's fiscal officer to submit a quarterly investment report. The report should contain information on all securities held, and include a statement to the effect that the District will be able to meet its expenditure requirement for the next six months.

## Discussion

Attachment A is the District's quarterly report for the quarter ended September 30, 2022. This report provides information on the cash and investment balances, the type of investment, maturity date, and yield of each investment. Based on the District's Preliminary Budget as well as the dry period financing provided by the County, we project that the District has sufficient monies on hand, anticipated revenues, and/or liquid investments to meet the District's expenditure requirements for the next six months. Furthermore, the District is in compliance with the adopted investment policy which incorporates the Sacramento County's Investment Policy by reference.

## Recommendation

Staff recommends that the Board receive and file the investment report for the 1st quarter of Fiscal Year 2022-23.

Submitted by:

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Ronald Empedrad, Controller

Attachments: Sacramento Metropolitan Fire District's September 2022 Quarterly Investment Report



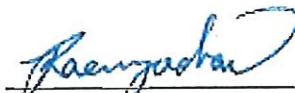


## QUARTERLY INVESTMENT REPORT AS OF SEPTEMBER 30, 2022

SECURITY TYPE	ISSUER	MATURITY	BALANCE	YIELD
<b><u>Investments Managed by Trustees</u></b>				
Money Market Mutual Funds - Equipment Financing	US Treasuries	1-Oct-2022	1,213,354	2.37%
Government Securities - Pension Bond Fund	Various	Various	<u>11,301,833</u>	1.74%
	<b>Total Managed Accounts</b>		<u>12,515,187</u>	
<b><u>Cash in Banks</u></b>				
Wells Fargo Operating Account	Secured Deposit Acct	1-Oct-2022	1,180,245	0.00%
Wells Fargo Payroll Account	Secured Deposit Acct	1-Oct-2022	78,256	0.00%
Workers' Compensation Account	Secured Deposit Acct	1-Oct-2022	<u>141,539</u>	0.00%
	<b>Total Cash in Bank</b>		<u>1,400,040</u>	
	<b>Total Cash in Bank and Managed Accounts</b>		<u>13,915,227</u>	
<b><u>Pooled Investment Funds</u></b>				
Sacramento County	Sacramento County Treasurer	1-Oct-2022	<u>(41,378,362)</u>	2.21%
<b>Total Cash and Investments</b>			<u>\$ (27,463,135)</u>	

*As part of managing the District's cash flow needs, the Sacramento County Treasurer allows dry period financing of up to 85% of estimated property tax revenues. The money is essentially loaned by the County's Investment Pool.*

I certify that this report accurately reflects all District investments, and is in conformance with the adopted District Investment Policy. Furthermore, I certify to the best of my knowledge, sufficient investment liquidity and anticipated revenues are available to meet the District's budgeted expenditure requirements for the next six months.

Signed:   
 Ronald A Empedrad, CPA  
 Controller



## Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, DECEMBER 8, 2022

# Separate Attachment

## Consent Item #6

# Certified Election Results – General Election, November 8, 2022

Documentation from the Sacramento County Voter Registration and Elections was pending as of December 5, 2022. A staff report and supporting documentation will be provided as soon as possible.



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** December 8, 2022  
**TO:** Board of Directors  
**SUBJECT:** Purchase of Motorola 800 MHz Radios

## TOPIC

Board authorization for the Communications Division to purchase Motorola 800 MHz Mobile Radios for installation in new vehicles.

## DISCUSSION

The Communications Division needs to procure radio equipment for new vehicles expected to arrive during fiscal year 2022/23. The radio equipment will be purchased from Motorola Solutions Inc. through a sole source purchase.

Metro Fire is a subscriber to Sacramento County's Motorola 800 MHz Radio System and utilizes Motorola 800 MHz Radios for two-way voice communication between field units and dispatch. Motorola has a Master Contract (#WA00034181) with the County of Sacramento for the purchase of Motorola Public Safety Radios compatible with this system. These Public Safety 800 MHz radios are not available through another vendor.

## FISCAL IMPACT

This purchase will not result in additional Discretionary General Funding. Funding for this purchase is included in the 2022/23 Fiscal Year Final Budget as part of the Capital Improvement Plan (CIP) and allocated to the Communications Division to purchase these radios.

## RECOMMENDATION

Staff recommends the Board to approve the Communications Division to purchase new Motorola 800 MHz Radios and related accessories from Motorola Solutions Inc. at a total cost not to exceed the budgeted amount of \$165,000

Submitted by:

Steve Jordan  
Communications Manager

Approved by:

Tyler Wagaman  
Deputy Chief, Support Services



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

**DATE:** December 8, 2022  
**TO:** Board of Directors  
**SUBJECT:** Award Recommendation – RFP 22-05 Real Estate Brokerage Services

## BACKGROUND

The Sacramento Metropolitan Fire District (District) currently owns more than 60 parcels of real property throughout its 359 square mile jurisdiction. The District's real property inventory includes improved parcels currently occupied by the District (stations and other District facilities), improved parcels occupied by lessees, as well as vacant and undeveloped parcels. In order to meet ongoing operational needs, the District is in need of as-needed real estate brokerage services to assist with the sale, purchase, and lease of real property.

## DISCUSSION

The District issued Request for Proposals (RFP) 22-05 for Real Estate Brokerage Services on October 19, 2022 with the intent to execute non-exclusive professional service agreement(s) with as many qualified proposers as the District determines will best serve District needs. A total of six proposals were received on November 2, 2022. An evaluation committee reviewed and scored each proposal based on its responsiveness to the District's requirements and demonstrated ability to meet the District's needs, anticipated value brought to the District, and conformance to submittal requirements.

Based on the final scoring, staff recommends executing three non-exclusive agreements with the three highest scoring proposers: Turton Commercial Real Estate, CBRE Inc, and Cushman & Wakefield. These three proposers were found to be the most responsive and responsible proposers who demonstrated the best value for the District. The initial term of the agreements shall be five years with term extensions available at the District's option.

## FISCAL IMPACT

There is no immediate fiscal impact to the District by executing the non-exclusive agreements. Costs for future services to be provided will be budgeted in the District's annual budget as needed.

## RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief or his designee to execute non-exclusive agreements materially similar to the attached agreement for real estate brokerage services with Turton Commercial Real Estate, CBRE Inc, and Cushman & Wakefield for an initial term of five years.

Submitted by:

Erin Castleberry  
Administrative Analyst

Approved by:

Jeff Frye  
Chief Development Officer



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

## RESOLUTION NO. 2022-\_\_\_\_

### AUTHORIZING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS FOR REAL ESTATE BROKERAGE SERVICES

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

**WHEREAS**, the District is in need of real estate brokerage services to meet District needs; and

**WHEREAS**, the District solicited proposals from qualified real estate brokers by issuing Request for Proposals (RFP) 22-05 Real Estate Brokerage Services on October 19, 2022; and

**WHEREAS**, the District received and evaluated six proposals in response to RFP 22-05; and

**WHEREAS**, the District wishes to execute non-exclusive professional service agreements with the following highest scoring firms: Turton Commercial Real Estate, CBRE Inc, and Cushman and Wakefield.

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

1. Authorize the Fire Chief or his designee to execute and administer non-exclusive agreements materially similar to the attached draft agreement with the three highest scoring proposers in accordance with the terms of RFP 22-05.

**PASSED AND APPROVED** this 8<sup>th</sup> day of December, 2022, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

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

**Attested by:**

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

**SACRAMENTO METROPOLITAN FIRE DISTRICT  
REAL ESTATE BROKERAGE SERVICES AGREEMENT**

This agreement (Agreement), dated [DATE] is by and between the Sacramento Metropolitan Fire District ("District"), and [FIRM NAME] ("Firm"), hereinafter collectively referred to as the "Parties". This Agreement will be effective upon final execution by the Parties.

**RECITALS**

**WHEREAS**, the District issued Request for Proposals (RFP) 22-05 which solicited written proposals for real estate brokerage services (Services) to assist with the sale, purchase, and/or lease of real property located within the District's jurisdiction on an as-needed basis; and

**WHEREAS**, the District seeks to award a non-exclusive contract for the Services based on the evaluation of proposals received in response to RFP 22-05; and

**WHEREAS**, the District desires to obtain the Services of the Firm, as more fully described in Exhibit A "Scope of Services" on an as-needed basis; and

**WHEREAS**, the Firm is professionally qualified to provide such Services and is willing and able to provide them to the District on the terms and conditions set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

1. **HEADINGS**  
Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
2. **EXHIBITS**  
Exhibit A "Scope of Services" and Exhibit B "Payment Terms" are attached hereto and included by reference.
3. **SCOPE OF SERVICES**  
The Firm 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 terms and conditions described in RFP 22-05 Real Estate Brokerage Services, incorporated herein by reference.

These documents, along with 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.

The Firm shall furnish all equipment, tools, apparatus, facilities, material, labor, and skill necessary to perform and complete in a good and workmanlike manner the services described herein, in accordance with the Contract Documents and with applicable law.

4. **TERM**  
This Agreement shall be in effect for five (5) years from the date of final execution by the Parties. Two 2-year extensions shall be available at the option of the District. Terms and conditions, which relate to indemnification, shall survive the expiration of this Agreement.

5. **COMPENSATION**

For service performed in accordance with this Agreement, compensation shall be made to the Firm as provided in Exhibit B hereto. No guarantee is given or implied as to the total dollar value or work as a result of this Agreement.

6. **TAXES**

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

7. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that the Firm is at all times an independent contractor, and can perform work for others. The Firm 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 the Firm or for any obligations or liabilities incurred by the Firm, its employees, or agents.

Neither the Firm, nor its agents or employees shall have any 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.

The Firm 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 the Firm agrees to indemnify and hold the District harmless from any and all liability which the District may incur because of the Firm' failure to pay such amounts.

In carrying out the work contemplated herein, the Firm 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.

The Firm shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which the Firm is engaged in the geographical area in which the Firm practices its profession.

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

8. **NONEXCLUSIVITY**

This Agreement is considered a non-exclusive Agreement between the Parties, and the District may contract with other firms to perform Services. The preceding to the contrary notwithstanding, any non-consulting Services requested by the District to be performed by the Firm pursuant to this Agreement shall be an exclusive Agreement between the Parties as to the specific Services requested.

9. **CONFLICT OF INTEREST**

The Firm covenants that it 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 the Firm from working for others as long as the Firm ensures that such work does not constitute a conflict of interest.

**10. INDEMNIFICATION**

The Firm shall indemnify, defend and hold harmless the District, its officers, directors, officials, employees, consultants, and volunteers from and against losses (including without limitation the cost of repairing defective work and remedying the consequences of defective work) arising out of, resulting from, or relating to the following:

- a) The failure of the Firm or its subcontractors to perform its obligations under this Agreement
- b) The inaccuracy of any representation or warranty by the Firm or its subcontractors given in accordance with or contained in the Contract Documents
- c) Any claim of damage or loss by any subcontractor against the District arising out of any alleged act or omission of the Firm or any other subcontractor, or anyone directly or indirectly employed by the Firm or any subcontractor
- d) Any claim of damage or loss resulting from hazardous materials introduced, discharged, or disturbed by the Firm or its subcontractors as required in the Contract Documents

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 Firm 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 Firm for damage or injury (including death) to persons or property by reason of the negligence of the Firm, its officers, agents, employees/ or subcontractors, which liability is not impaired or otherwise affected hereby, the Firm 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 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 Firm, its officers, agents, employees, or any of its subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of the Firm, its officers, agents, employees, or any of its subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the work called for by this Agreement. The Firm 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 Firm 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 Firm or any subcontractor, a person indirectly employed by the Firm or any subcontractor, or anyone for whose acts the Firm 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 Firm 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 Firm 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 Firm, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

The Firm shall indemnify separate contractors from and against losses arising out of the negligent acts, omissions, or willful misconduct of the Firm, 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 Firm 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 Firm.

11. **LIMITATION OF LIABILITY**

Under no circumstances will the Firm be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will the Firm be permitted to limit their liability to an amount less than one million (\$1,000,000.00) dollars. Under no circumstances will the Firm be entitled to limit special or consequential 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.

12. **NON-DISCRIMINATION**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's contractors. Accordingly, the Firm will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

13. **CONFORMITY WITH LAW AND SAFETY**

In performing Services under this Agreement, the Firm 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 the Firm.

14. **USE OF DISTRICT PROPERTY**

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

15. **INSURANCE**

Within ten (10) calendar days following the execution of this Agreement by the Parties, the Firm shall furnish to the District a certificate evidencing the insurance coverages outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Firm 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. 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, not a Claims Made basis. Additional Insured endorsement shall be applied as described below. Minimum limits and structure shall be:

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

Automobile Liability - Additional Insured endorsement shall be applied as described below.

- a) Commercial Automobile Liability (for corporate/business owned vehicles, including non-owned and hired vehicles) - \$1,000,000 Combined Single Limit
- b) 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

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

Professional Liability

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

Additional Insured

- a) The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor, or automobiles owned, leased, hired, or borrowed by the vendor. 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 thirty (30) days prior written notice of cancellation and thirty (30) days written notice of any material change(s) requested by the policy holder of said insurance policies. The Firm shall furnish documentary evidence of such policies and the renewal or continuance of such insurances within ten (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.

The Firm 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 Firm.

Certificates of Insurance shall be sent to:

Sacramento Metropolitan Fire District  
Attn: Purchasing Division  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670  
[purchasing@metrofire.ca.gov](mailto:purchasing@metrofire.ca.gov)

16. **KEY PERSONNEL**

Substitution or replacement of any key personnel assigned to the contract requires the written approval of the District and approval will be at the sole discretion of the District.

17. **RIGHT TO REFUSE PERSONNEL**

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Firm or its subcontractors. The District reserves the right to interview and approve all proposed staff members. The Firm's staff and/or subcontractors may be subject to the District's background and drug testing processes at any time.

18. **SUBCONTRACTING, 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 Firm 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 Firm 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 Firm 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 Firm.

The Firm 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. The Firm shall be held responsible by the District for the performance of any subcontractor whether approved by the District or not.

19. **CONFIDENTIALITY**

The Firm agrees that any information, whether proprietary or not, made known or discovered 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. The Firm agrees to immediately notify the District if it is requested to disclose to others any information made known or discovered 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 the Firm's completion of Services to the District hereunder.

20. **ACCESS AND RETENTION OF RECORDS**

The Firm shall provide the District and its designees, upon request, access to all records related this Agreement, and the Firm shall maintain its records related to this Agreement for a period of not less than five (5) years after the final payment to the Firm is made by the District.

21. **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 Firm 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 Firm 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 Firm; 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 Firm 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 Firm. In the event that the District should terminate this Agreement for its convenience, the Firm 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 this Agreement shall be returned to the District.

22. **ASSURANCE OF PERFORMANCE**

If at any time District believes the Firm may not be adequately performing its obligations under this Agreement or that the Firm may fail to complete the Services as required by this Agreement, the District may, at its option, request from the Firm prompt written assurances of performance and a written plan acceptable to District, to correct the observed deficiencies in the Firm's performance. The Firm shall provide such written assurances and written plan within ten (10) calendar days of the receipt of District request and shall thereafter diligently commence and fully perform such written plan. The Firm 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 the terms and conditions of this Agreement.

23. **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.

24. **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 the Firm 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.

25. **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.

26. **SEVERABILITY**

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

27. **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) 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: Erin Castleberry, Administrative Analyst  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

To: Firm: [FIRM NAME]  
[REDACTED] Attn: [FIRM POC]  
[REDACTED] [FIRM ADDRESS]  
[REDACTED] [FIRM CITY, ST ZIP]

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 delivery service.

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

28. **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.

**DISTRICT:**

**FIRM:**

By: \_\_\_\_\_  
Todd Harms, Fire Chief

By: \_\_\_\_\_  
[FIRM SIGNATORY]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**EXHIBIT A**  
**Scope of Services**

The scope of services to be provided by the Firm shall include the following activities as needed to meet District needs:

[INSERT FINAL SCOPE HERE]

DRAFT

**EXHIBIT B**  
**Payment Terms**

**1. COMMISSION STRUCTURE**

For the sale, purchase, or lease of real property by the District, payment shall be made to the Firm in accordance with the commission structure outlined below.

A. Sale or Purchase of Real Property

[INSERT COMMISSION STRUCTURE HERE]

B. Lease of Real Property

[INSERT COMMISSION STRUCTURE HERE]

**2. BILLABLE RATES FOR CONSULTING SERVICES**

Non-transaction related consulting services shall be provided at the request of the District and billed at the hourly rates specified below:

[INSERT HOURLY RATE TABLE]

Invoices for payment shall be provided to the District on not less than a monthly basis, and shall describe the work performed and a breakdown of cost by position and hours.

**3. GENERAL PAYMENT TERMS**

- A. No advance payment shall be made to the Firm for Services rendered in performance of this Agreement.
- B. Payment terms shall be Net 60 from the date the invoice is submitted to the District.
- C. Invoices shall be sent to ap@metrofire.ca.gov.
- D. The District will not be bound by prices contained in an invoice that are higher than the commission structures and rates outlined above. If a price increase has not been accepted in writing by District, the invoice may be rejected.
- E. Failure to comply with these requirements or to provide an invoice in conformance with this Agreement document may delay payment.





# Sacramento Metropolitan Fire District

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

**RESOLUTION NO. 2022-\_\_\_\_**

**Adopted by the Board of Directors of the  
SACRAMENTO METROPOLITAN FIRE DISTRICT**

**A RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING BY AND  
BETWEEN THE SACRAMENTO METROPOLITAN  
FIRE DISTRICT AND SACRAMENTO AREA FIREFIGHTERS LOCAL 522**

**WHEREAS**, the Board of Directors pursuant to California Government Code Section 3500 et seq., enacted by resolution an Employer-Employee relations policy; and

**WHEREAS**, under the terms of that policy representatives for the District have met and conferred with representatives of Sacramento Area Firefighters Local 522, a recognized employee organization; and

**WHEREAS**, these parties have reached agreement on matters relating to the employment conditions of the employees in said unit, as reflected by the written Memorandum of Understanding attached hereto; and

**WHEREAS**, the Board of Directors finds that the provisions and agreements contained in the Memorandum of Understanding are fair and proper and in the best interest of the District.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors shall adopt, in full, the terms and conditions contained in the attached Memorandum of Understanding with a term of agreement from January 1, 2023 through December 31, 2024.

**PASSED AND APPROVED** this 8<sup>th</sup> day of December 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested By:

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



# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2022-\_\_\_\_

Adopted by the Board of Directors of the  
**SACRAMENTO METROPOLITAN FIRE DISTRICT**

**A RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE SACRAMENTO METROPOLITAN FIRE DISTRICT AND THE BATTALION CHIEF'S ORGANIZATION AN AFFILIATE OF LOCAL 522**

**WHEREAS**, the Board of Directors pursuant to California Government Code Section 3500 et seq., enacted by resolution an Employer-Employee relations policy; and

**WHEREAS**, under the terms of that policy representatives for the District have met and conferred with representatives of Sacramento Area Firefighters Local 522, a recognized employee organization; and

**WHEREAS**, these parties have reached agreement on matters relating to the employment conditions of the employees in said unit, as reflected by the written Memorandum of Understanding attached hereto; and

**WHEREAS**, the Board of Directors finds that the provisions and agreements contained in the Memorandum of Understanding are fair and proper and in the best interest of the District.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors shall adopt, in full, the terms and conditions contained in the attached Memorandum of Understanding with a term of agreement from January 1, 2023 through December 31, 2024.

**PASSED AND APPROVED** this 8<sup>th</sup> day of December 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested By:

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



# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2022-\_\_\_\_

### Adopted by the Board of Directors of the SACRAMENTO METROPOLITAN FIRE DISTRICT

#### A RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE SACRAMENTO METROPOLITAN FIRE DISTRICT AND THE ADMINISTRATIVE SUPPORT PERSONNEL (ASP) AN AFFILIATE OF LOCAL 522

**WHEREAS**, the Board of Directors pursuant to California Government Code Section 3500 et seq., enacted by resolution an Employer-Employee relations policy; and

**WHEREAS**, under the terms of that policy representatives for the District have met and conferred with representatives of Sacramento Area Firefighters Local 522, a recognized employee organization; and

**WHEREAS**, these parties have reached agreement on matters relating to the employment conditions of the employees in said unit, as reflected by the written Memorandum of Understanding attached hereto; and

**WHEREAS**, the Board of Directors finds that the provisions and agreements contained in the Memorandum of Understanding are fair and proper and in the best interest of the District.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors shall adopt, in full, the terms and conditions contained in the attached Memorandum of Understanding with a term of agreement from January 1, 2023 through December 31, 2024.

**PASSED AND APPROVED** this 8<sup>th</sup> day of December 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested By:

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



# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2022-\_\_\_\_

### Adopted by the Board of Directors of the SACRAMENTO METROPOLITAN FIRE DISTRICT

#### A RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE SACRAMENTO METROPOLITAN FIRE DISTRICT AND THE EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS AFFILIATES OF LOCAL 522

**WHEREAS**, the Board of Directors pursuant to California Government Code Section 3500 et seq., enacted by resolution an Employer-Employee relations policy; and

**WHEREAS**, under the terms of that policy representatives for the District have met and conferred with representatives of Sacramento Area Firefighters Local 522, a recognized employee organization; and

**WHEREAS**, these parties have reached agreement on matters relating to the employment conditions of the employees in said unit, as reflected by the written Letter of Understanding attached hereto; and

**WHEREAS**, the Board of Directors finds that the provisions and agreements contained in the Letter of Understanding are fair and proper and in the best interest of the District.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors shall adopt, in full, the terms and conditions contained in the attached Letter of Understanding with a term of agreement from January 1, 2023 through December 31, 2024.

**PASSED AND APPROVED** this 8<sup>th</sup> day of December 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

### SACRAMENTO METROPOLITAN FIRE DISTRICT

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

Attested By:

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



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2022-\_\_\_\_

### A RESOLUTION AFFECTING SENIOR SAFETY MANAGEMENT AND SAFETY MANAGEMENT EMPLOYEES

#### Adopted by the Board of Directors of the SACRAMENTO METROPOLITAN FIRE DISTRICT

On December 8, 2022

**WHEREAS**, the Board of Directors of the Sacramento Metropolitan Fire District (Board) recognizes the importance of codified provisions relating to wages, hours, and other terms and conditions of employment to employees who are not members of recognized bargaining groups, and

**WHEREAS**, this resolution supersedes Resolution No. 2022-020 adopted by the Board of Directors of the Sacramento Metropolitan Fire District on March 10, 2022, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Senior Safety Management and Safety Management employees, and

**WHEREAS**, the Board wishes to clarify and modify the wages and benefits available to Senior Safety Management and Safety Management employees, excluding the Fire Chief who is covered by individual contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT:**

#### 1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. The members of Senior Safety Management include any person employed in, or assigned to, the following classifications:

Chief Deputy  
Deputy Chief  
Assistant Chief  
Fire Marshal

- B. The members of Safety Management include any person employed in, or assigned to, the following classifications:

Chief Pilot

## 2. FLSA STATUS & BUSINESS HOURS

- A. Employees are exempt from Fair Labor Standards Act (FLSA) overtime requirements and are therefore paid a salary.
- B. Employees are responsible for keeping their supervisors apprised of their work schedules and location. Employee's work schedule must satisfy work place requirements as determined by their supervisor.
  - 1. As used in this Resolution, "day" personnel, or "day" assignments refer to those employees regularly assigned to a 40 hour work week, on average. This regular assignment does not in any way impact the exempt nature of the employee's FLSA status.
  - 2. As used in this Resolution, "shift" personnel, or "shift" assignments refer to those employees regularly assigned to a 24-hour shift schedule (amounting to 192 scheduled hours in a 24 day work period). This regular assignment does not in any way impact the exempt nature of the employee's FLSA status.

## 3. ADMINISTRATIVE LEAVE

In express recognition of being "exempt" under the provisions of Federal and State Law, each employee assigned to a 40-hour per week "day" assignment shall receive eighty (80) hours of administrative leave each January 1<sup>st</sup>, subject to a 80-hour maximum accrual in the Administrative Leave Bank; and each employee assigned to a 56-hour per week "shift" assignment shall receive one hundred and twelve (112) hours of administrative leave each January 1<sup>st</sup>, subject to a 112-hour maximum accrual in the Administrative Leave Bank. Employees hired or promoted on a day other than January 1<sup>st</sup> shall have their accrual of Administrative Leave for that year adjusted on a pro-rata basis. Any hours remaining in the Administrative Leave Bank as of December 31<sup>st</sup> will roll over to the next year and will reduce the January 1<sup>st</sup> earning such that the 40-hour/56-hour maximum accrual will not be exceeded. These hours shall not be credited at a later date, even if the balance subsequently falls below the maximum accruals. Administrative Leave is not eligible for any sell back opportunities. At the time of termination or retirement, any unused Administrative Leave in the employee's account shall be paid off at the employee's total hourly rate of pay, inclusive of all incentives

## 4. COMPENSATION

For the term covering January 1, 2023 through December 31, 2024, employees covered by this Resolution are subject to the following wage increases.

Effective the first full pay period in January 2023, the following employees will receive a 9.0% base wage increase. The monthly wage scale below includes this base wage increase.

Chief Deputy  
Deputy Chief

Effective the first full pay period in January 2023, the following employees will receive a 5.0% base wage increase. The monthly wage scale below includes this base wage increase.

Assistant Chief  
Fire Marshal

The Fire Chief on an annual basis shall grant step increases after a successful evaluation. The Fire Chief is granted the authority to withhold step increases; however, those affected employees may request reconsideration by the Board. The pay scale applicable to employees covered by this resolution is reflected in the salary table below.

**Salary Table Reflecting 2023 Monthly Pay Scale:**

	Step 1	Step 2	Step 3	Step 4	Step 5
Chief Deputy					25,519.86
Deputy Chief					24,304.62
Assistant Chief				20,489.39	21,509.61
Fire Marshal				20,489.39	21,509.61
Chief Pilot	9,756.18	10,240.13	10,747.61	11,279.96	11,839.77

The pay scale reflects base pay and is exclusive of incentives.

Effective January 1, 2024, employees will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 base wage increase will be governed by the following chart:

FY 2023/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% to 4.4%	1.0%
4.5% to 5.4%	2.0%
5.5% or more	3.0%

**5. UNIFORM ALLOWANCE**

Uniform allowance is included in base pay.

**6. VACATION LEAVE**

- A. Employees shall accrue vacation leave (VL) as shown in the schedule below. The hours shown reflect full-time employment. Accrual steps are as follows:

MONTHS OF SERVICE	DAY PERSONNEL	SHIFT PERSONNEL
1 to 24	120 hours/year (10 hours/month)	168 hours/year (14 hours/month)
25 to 60	154.32 hours/year (12.86 hours/month)	216.00 hours/year (18 hours/month)
61 to 120	171.48 hours/year (14.29 hours/month)	240.00 hours/year (20 hours/month)
121 to 180	205.68 hours/year (17.14 hours/month)	288 hours/year (24 hours/month)
181 to 240	222.84 hours/year (18.57 hours/month)	312 hours/year (26 hours/month)
241 or more	240.00 hours/year (20 hours/month)	336 hours/year (28 hours/month)

- B. Employees' use of vacation leave normally must be approved in advance by their supervisor. Partial day use of VL is allowed with the approval of the employee's supervisor.
- C. At the time of termination or retirement, any unused VL in the employee's account shall be paid out to the employee at the employee's total hourly rate of pay, inclusive of all incentives.
- D. Maximum Accrual. The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not earn additional VL time until the employee's balance is below the twenty (20) month maximum. In no event shall the District be required to pay an employee more than the maximum accrual.
- E. Vacation Sell-Back. At the option of the employee, and with the approval of the Fire Chief, employees may sell back up to a maximum of one hundred and twenty (120) hours of vacation leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

## 7. HOLIDAYS

- A. Employees shall receive those holidays that are recognized for all other employees of the District. Employees will not accrue any Holiday Leave.

1.	New Year's Day	(Jan. 1)
2.	Martin Luther King, Jr. Day	(3 <sup>rd</sup> Mon. in Jan.)
3.	Lincoln's Birthday	(2 <sup>nd</sup> Mon. in Feb.)
4.	Washington's Birthday	(3 <sup>rd</sup> Mon. in Feb.)
5.	Memorial Day	(last Mon. in May)
6.	Independence Day	(July 4)
7.	Labor Day	(1 <sup>st</sup> Mon. in Sept.)
8.	Veteran's Day	(Nov. 11)
9.	Thanksgiving Day	(4 <sup>th</sup> Thurs. in Nov.)
10.	Day After Thanksgiving	



- 11. Christmas Eve (Dec. 24)
- 12. Christmas Day (Dec. 25)

- B. If an employee's scheduled day off is either Friday or Monday during a standard District workweek in which a recognized holiday occurs, the following shall apply:
  - 1. If the holiday occurs on a Friday, the employee's preceding work day may be recognized; if the holiday occurs on a Monday, the employee's following work day may be observed.
- C. When a holiday occurs on a Saturday, the preceding workday that is not a holiday, shall be deemed to be that holiday. When a holiday occurs on a Sunday, the following workday that is not a holiday, shall be deemed to be that holiday.

**8. BEREAVEMENT LEAVE**

Employees shall be eligible for up to five (5) working days of leave for day personnel, and three (3) 24-hour shifts off for shift personnel, without loss of pay or benefits for the purposes of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. For the purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. However, accrued leave and/or a leave of absence may also be available if additional time away is required and can be accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

**9. SICK LEAVE**

Employee's accumulation and disposition of sick leave shall be as follows:

- A. Full-time employees shall accumulate and may use sick leave at the following rates:
  - 1. Shift personnel shall accumulate sick leave at the rate of 288 hours per calendar year (24 hours per month).
  - 2. Day personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
- B. Sick leave shall be accrued and recorded at the end of each month.
- C. Sick leave shall be accumulated on an unlimited basis.

- D. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. Vacation accrual, 3. Donated leave pursuant to District policy, 4. Unpaid leave status.
- E. No sick leave will be allowed unless the employee uses due diligence in reporting his/her/family member's illness/injury and contemplated absence per the established policy.
- F. Subject to the following conditions, the District shall compensate any requesting employee for accrued, unused sick leave:

- 1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have "banked" the required number of hours in their "A" bank.

The "A" Bank must contain at least 1000 hours for all shift personnel, and at least 741 hours for all day personnel, with measurement made as of each June 30 and notification to the employee no later than September 30.

- 2. The employee at his/her sole option, must notify the District no later than November 15 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a letter provided by the District. Failure to submit the request through the District's ESS system by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
- 3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.
- 4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
- 5. Relinquishment shall be at the employee's sole option.
- 6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement;
- 7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.

- G. At the employee's option, upon service retirement or disability retirement, the District will compensate up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.

The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within 30 days will result in all unused sick leave being reported to the Public Employees' Retirement System (PERS) as additional service credit.

1. The total compensation to be made is that accrued sick leave in the employee's account at the employee's total hourly rate of pay, inclusive of all incentives.
2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the Public Employee's Retirement System Law, which reads as follows:

A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by his or her employer.

## **10. CHILD BIRTH DISABILITY LEAVE**

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

## **11. HEALTH BENEFITS**

### **A. Dental**

The District shall, subject to availability, provide full-time employees and dependents with a dental plan. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.

B. Vision Care Plan

The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month per employee toward the cost of the District's plan.

C. Medical

For employees or retirees who are enrolled in the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium, and any additional amount above the premium cap. These contributions amounts will be effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1.

The premium cap will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:
1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
  2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
  3. Dependent care reimbursement;
  4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and

5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.

G. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.

#### H. Transition Coverage

1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.
4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

#### I. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:

*"...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board."*

2. Except for employees retiring for service connected disability, all employees hired after December 1, 2011 who qualify as annuitants will obtain twenty-five percent (25%) credit towards retiree medical upon reaching five (5) years of service with the District. Qualifying annuitants will receive an additional five

percent (5%) credit towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District, for each additional year of service, as set forth in Section 22896 of the Government Code.

- J. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined in paragraph 10(C) above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

## 12. RETIREMENT BENEFITS

- A. Employees shall make PERS member contributions as follows:

1. For employees who do not meet the definition of a "new member" under PEPRA ("classic safety members"), the full member's PERS contribution shall be nine percent (9%) of the employee's compensation reported to PERS.
2. For employees who meet the definition of a "new member" under PEPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.
3. In addition to paying the member contributions identified in paragraph 11(A) above, classic safety members shall engage in cost-sharing, pursuant to Government Code section 20516 (a), by contributing an additional three percent (3%) of the employee's compensation reported to PERS towards the employer's PERS cost.
4. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis).

- B. Specified Benefits

Upon meeting the statutory requirements, all employees shall be covered by the Public Employee's Retirement System (PERS). The District's contract with PERS includes the following provisions:

1. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.

2. One-half Continuance Benefit;
3. All remaining accumulated sick leave in the employee's account may, upon retirement, be applied for retirement credit under the provisions of Section 20965 of the California Government Code;
4. Benefit Levels:
  - 1) Classic Safety members shall be three percent (3%) at age fifty (50) and
  - 2) Safety Employees who qualify as new members under PEPRA shall be 2.7% at age 57.

### 13. EDUCATION INCENTIVES

#### A. Accreditation Standards

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a recognized institution.

The same language is applicable for those who submit for an incentive that is "commensurate" with the knowledge and abilities of the job position held. The degree must have been obtained through a recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case by case basis

- B. Safety managers (who do not include senior safety managers) who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.
- C. Safety managers who possess a certificate in Fire Science or Fire Technology from a Community College shall receive an additional three percent (3%) of base pay.
- D. Safety managers who possess one or more Associate Degrees shall receive an additional six and one-half percent (6.5%) of base pay for the degree(s). Multiple degrees will not result in more than 6.5%.
- E. Safety managers who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional ten and one-

half percent (10.5%) of base pay. All above certificates and degrees, B through F shall not exceed ten and one-half percent (10.5%) of base pay.

- F. The maximum amount an employee may receive in educational incentives and allowance is ten and one-half percent (10.5%) of base pay.
- G. In addition to the above educational incentives, safety managers shall be eligible for Continuing Education (CE) incentive at five percent (5%) of base salary. CE criteria shall be at the sole discretion of the Fire Chief.
- H. Senior safety management employees shall not receive any Continuing Education (CE) incentive, or other education incentives or allowances described by this section.

#### **14. AT-WILL EMPLOYMENT**

All senior safety management and safety management employees are employed at-will, meaning that the Fire Chief has the right to terminate employment at any time, for any reason, and with or without cause for any reason and/or notice.

At-will employees in senior safety management positions who are terminated, shall receive either a six (6) month severance at the time of termination, or reassignment to their previous position through exercise of Bump Back rights so long as the reassignment does not violate the terms of any existing Collective Bargaining Agreement, Memorandum of Understanding, or other agreement applicable to that position. The decision shall be at the sole discretion of the Fire Chief, and in no case shall these options be available in the event the Fire Chief, in his sole discretion, determines good cause exists for the termination.

Nothing stated herein shall effect the at will status of any senior safety management employee.

#### **15. DAY SHIFT CONVERSION**

As this resolution shall affect employees working both a forty (40) hour workweek and a 24-hour shift schedule, the 1.4 conversion factor will be applied where appropriate.

#### **16. OUT OF CLASS ASSIGNMENTS**

Assistant Chiefs or Deputy Chiefs may work in out-of-class assignments if the position is vacant or assigned duties have been appointed while the Deputy Chief or Fire Chief is utilizing vacation leave, holiday leave, sick leave, bereavement leave, or any assigned leaves designated by the District.

Compensation for out-of-class work shall be paid at the rate, which provides a minimum of five percent (5%) salary increase based on the "total hourly compensation."



## 17. LONGEVITY PAY

Senior safety management and safety management employees shall be entitled to longevity pay at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is 9% of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is 12% of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

## 18. MEDICARE REIMBURSEMENT COST RECOVERY PROGRAM IGT INCENTIVES

The following agreement between the District and Local 522 shall apply to all Unrepresented Employees. For the purposes of this section Unrepresented Employee allowances will be considered with "All other 522 members" and do not need to hold a current IAFF Behavioral Health Awareness certification as unrepresented employees are not eligible for this certification. The District will provide an equivalent certification course to obtain this allowance for unrepresented employees.

*In November of each calendar year, the District and Local 522 agree to meet regarding unanticipated revenues from the Medicare reimbursement cost recovery programs for purposes of providing Local 522 members additional compensation. If the actual total revenue from the combination of all Medicare reimbursement cost recovery programs, exceeds the 2022/2023 final budgeted Medicare reimbursement cost recovery revenue, which shall be no less than \$1,500,000, the District will allocate a one-time lump sum non-persable allowance to every Local 522 member in good standing and holding a current IAFF Behavioral Health Awareness certification. Allowances will be paid to members in accordance with the following thresholds:*

- A. *For increases in Medicare reimbursements between \$1,500,000 - \$2,499,999:*
  - 1. *Firefighters, EMTs and Paramedics- \$1500*
  - 2. *All other 522 members - \$1000*
  
- B. *For increases in Medicare reimbursements between \$2,500,000 -*

\$2,499,999:

1. Firefighters, EMTs and Paramedics - \$3000
2. All other 522 members - \$2000

C. For increases in Medicare reimbursements over \$3,000,000:

1. Firefighters, EMTs and Paramedics- \$4500
2. All other 522 members - \$3000

*For purposes of this Section, Medicare reimbursement cost recovery programs include, but are not limited to, GEMT CPE, GEMT QAF, PPGEMT, and VRRP IGT.*

**PASSED AND APPROVED** this 8<sup>th</sup> day of December 2022 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested By:

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



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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

## RESOLUTION NO. 2022-\_\_\_\_

### A RESOLUTION AFFECTING NON-SAFETY SENIOR MANAGEMENT, MANAGEMENT, and UNREPRESENTED CONFIDENTIAL EMPLOYEES

#### Adopted by the Board of Directors of the SACRAMENTO METROPOLITAN FIRE DISTRICT

On December 8, 2022

**WHEREAS**, the Board of Directors of the Sacramento Metropolitan Fire District (Board) recognizes the importance of codified provisions relating to wages, hours, and other terms and conditions of employment to employees who are not members of recognized bargaining groups; and

**WHEREAS**, this resolution supersedes Resolution No. 2022-021, a Resolution Affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees, adopted by the Board of Directors of the Sacramento Metropolitan Fire District on March 10, 2022, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees; and

**WHEREAS**, the Board wishes to clarify and modify the wages and benefits available to Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT:**

#### 1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. Non-Safety Senior Management employees include any person employed in, or assigned to, the following classifications:

Chief Financial Officer  
Chief Development Officer

- B. Non-Safety Management employees include any person employed in, or assigned to, the following classifications:

Director of Information Technology  
Economic Development Manager  
Facility Manager  
Controller

Fleet Manager  
Human Resources Manager  
Logistics Manager  
Communications Manager  
CQI Manager  
Grant / Economic Development Coordinator  
Assistant Logistics Manager  
Assistant Fleet Manager

- C. Non-Safety Unrepresented Confidential employees who are FLSA exempt include any person employed in, or assigned to, the following classifications:

Network Systems Engineer  
Computer Systems Supervisor  
Purchasing Agent  
Accounting Supervisor  
Human Resources Analyst  
Facilities Supervisor  
Administrative Analyst  
Business Application Analyst  
Payroll Analyst  
Financial Analyst  
Board Clerk  
Office Manager  
Workers' Compensation Coordinator  
Staffing Specialist  
Senior Staff Administrative Coordinator / Fire Chief's Secretary  
Procurement Specialist  
Accounting Specialist  
Human Resources Specialist  
Payroll Specialist  
Administrative Specialist

- D. Non-Safety Unrepresented Confidential employees who are FLSA non-exempt include any person employed in or assigned to the following classifications:

Network Systems Administrator  
Database Technician  
Communications Technician III  
Communications Technician II  
Computer Systems Technician  
Warehouse Supervisor  
Health & Fitness Program Manager  
Help Desk Technician

## 2. FLSA STATUS & BUSINESS HOURS

- A. All Non-Safety Senior Management, Non-Safety Management, Non-Safety Unrepresented Confidential Employees are exempt from Fair Labor Standards Act (FLSA) over time requirements and are therefore

paid a salary, with the exception of those classifications listed above in Section 1 (D), which are non-exempt and subject to compensation for overtime.

- B. For non-exempt employees, all hours worked in excess of the employee's regularly scheduled hours shall be compensated at the rate of one and one-half times the employee's base wage exclusive of incentives. CTO hours will be compensated at the employee's base hourly compensation rate, including incentives.

Effective each employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining District overtime.

- C. Employees are responsible for keeping their supervisors apprised of their work schedules and location. Employee's work schedule must satisfy work place requirements as determined by their supervisor.

### **3. ADMINISTRATIVE LEAVE**

In express recognition of being "exempt" under the provisions of Federal and State Law, each Senior Management, Management, and Exempt Unrepresented Confidential employee (those listed in sections 1(A)-(C) above) shall receive eighty (80) hours of Administrative Leave each January 1<sup>st</sup>, subject to a 80-hour maximum accrual in the Administrative Leave Bank. Employees hired or promoted on a day other than January 1<sup>st</sup> shall have their accrual of Administrative Leave for that year adjusted on a pro-rata basis. Any hours remaining in the Administrative Leave Bank as of December 31<sup>st</sup> will roll over to the next year and will reduce the January 1<sup>st</sup> earning such that the 80-hour maximum accrual will not be exceeded. These hours shall not be credited at a later date, even if the balance subsequently falls below hours. Administrative Leave is not eligible for any sell back opportunities. At the time of termination or retirement, any unused Administrative Leave in the employee's account shall be paid off at the employee's total hourly rate of pay, inclusive of all incentives.

### **4. COMPENSATION**

For the term covering January 1, 2023 through December 31, 2024, employees covered by this Resolution are subject to the following wage increases.

Effective the first full pay period in January 2023, employees will receive 5.0% base wage increase. The monthly wage scale below includes this base wage increase.

The Fire Chief on an annual basis shall grant step increases after a successful evaluation. The Fire Chief is granted the authority to withhold step increases; however, those affected employees may request reconsideration by the Board.

The pay scale applicable to employees covered by this resolution is reflected in the salary table below:

**Salary Table Reflecting Monthly Pay Scale:**

<b>MONTHLY BASE PAY</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Chief Financial Officer				17,772.73	18,658.22
Chief Development Officer				17,772.73	18,658.22
Director of IT	11,943.09	12,536.93	13,160.82	13,816.11	14,504.13
Economic Development Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Facility Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Controller	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Fleet Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Human Resource Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Logistics Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Communications Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
CQI Manager	9,859.49	10,348.66	10,862.71	11,402.93	11,969.24
Chief Pilot	9,756.18	10,240.13	10,747.61	11,279.96	11,839.77
Grant / Economic Dev Coordinator	9,735.24	10,219.20	10,726.68	11,260.34	11,820.15
Assistant Logistics Manager	8,841.89	9,281.38	9,741.80	10,225.74	10,733.22
Assistant Fleet Manager	8,841.89	9,281.38	9,741.80	10,225.74	10,733.22
Network Systems Engineer	9,554.75	10,029.55	10,527.87	11,051.07	11,600.40
Computer Systems Supervisor	8,979.24	9,425.25	9,893.50	10,385.30	10,900.64
Purchasing Agent	8,369.73	8,784.33	9,219.91	9,677.69	10,157.71
Accounting Supervisor	8,149.97	8,554.16	8,977.93	9,423.95	9,892.21
Human Resources Analyst	7,994.33	8,390.64	8,806.59	9,243.42	9,702.57
Facilities Supervisor	7,884.47	8,275.53	8,686.25	9,117.89	9,570.44

Administrative Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Business Application Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Payroll Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Financial Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Board Clerk	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Workers Compensation Coordinator	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Office Manager	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Staffing Specialist	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Sr. Staff Administrative Coordinator/Fire Chief's Secretary	6,619.64	6,947.93	7,291.94	7,652.95	8,032.26
Procurement Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Accounting Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Human Resources Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Payroll Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Administrative Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Network Systems Administrator	8,639.16	9,068.19	9,518.11	9,990.29	10,486.00
Database Technician	8,149.97	8,554.16	8,979.24	9,425.25	9,893.50
Communications Technician III	7,285.40	7,646.40	8,025.73	8,423.35	8,841.89
Communications Technician II	7,104.89	7,456.74	7,826.90	8,215.37	8,623.48
Computer Systems Technician	5,966.95	6,262.58	6,571.24	6,896.96	7,238.32
Warehouse Supervisor	5,897.64	6,189.30	6,495.39	6,817.15	7,154.61
Health & Fitness Program Manager	5,586.35	5,862.33	6,152.70	6,457.46	6,776.61
Help Desk Technician	4,690.38	4,921.92	5,163.89	5,418.96	5,687.08

The pay scale reflects base pay and is exclusive of incentives.

Effective January 1, 2024, employees will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 base wage increase will be governed by the following chart:

FY 2023/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% to 4.4%	1.0%
4.5% to 5.4%	2.0%
5.5% or more	3.0%

**5. UNIFORM ALLOWANCE**

Uniform allowance is included in base pay.

**6. PAID TIME OFF (PTO)**

- A. Employees shall accrue Paid Time Off (PTO) as shown in the schedule below. The hours shown reflect full-time employment. PTO shall be credited monthly on the last day of the month. Employees hired on a day other than the first of the month shall have their accrual of PTO for that month adjusted on a pro-rata basis. Accrual steps are as follows:

Months of Continuous Service with the District	Accrual Rate	Maximum Accrual Balance
1 to 24	245.16 hours/year (20.43 hours/month)	408.60 hours
25 to 60	279.48 hours/year (23.29 hours/month)	465.80 hours
61 to 120	293.16 hours/year (24.43 hours/month)	488.60 hours
121 to 180	305.16 hours/year (25.43 hours/month)	508.60 hours
181 to 240	353.16 hours/year (29.43 hours/month)	588.60 hours
241 or more	377.16 hours/year (31.43 hours/month)	628.60 hours

- B. Employees' use of PTO normally must be approved in advance by their supervisor. Partial day use of PTO is allowed with approval of supervisor.
- C. At the time of termination or retirement, any unused PTO in the employee's account shall be paid off at the employee's hourly rate of pay.



D. Maximum Accrual. The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not earn additional PTO leave time until the employee's balance is below the twenty (20) month maximum. In no event shall the District be required to pay an employee more than the maximum accrual.

E. PTO Sell-back:

At the option of the employee, and with the approval of the Fire Chief, employees may sell back up to a maximum of one hundred and twenty (120) hours of PTO leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

**7. HOLIDAYS**

The District shall observe official holidays in accordance with the following designated holiday schedule. The District's offices may be closed on observed days for designated holidays and employees who would otherwise have worked on such days shall utilize PTO, unless otherwise mutually agreed to by the Fire Chief or his designee and the employee. The designated holidays shall be as follows:

- |     |                             |                                  |
|-----|-----------------------------|----------------------------------|
| 1.  | New Year's Day              | (Jan. 1)                         |
| 2.  | Martin Luther King, Jr. Day | (3 <sup>rd</sup> Mon. in Jan.)   |
| 3.  | Lincoln's Birthday          | (2 <sup>nd</sup> Mon. in Feb.)   |
| 4.  | Washington's Birthday       | (3 <sup>rd</sup> Mon. in Feb.)   |
| 5.  | Memorial Day                | (last Mon. in May)               |
| 6.  | Independence Day            | (July 4)                         |
| 7.  | Labor Day                   | (1 <sup>st</sup> Mon. in Sept.)  |
| 8.  | Veteran's Day               | (Nov. 11)                        |
| 9.  | Thanksgiving Day            | (4 <sup>th</sup> Thurs. in Nov.) |
| 10. | Day After Thanksgiving      |                                  |
| 11. | Christmas Eve               | (Dec. 24)                        |
| 12. | Christmas Day               | (Dec. 25)                        |

A. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

**8. BEREAVEMENT LEAVE**

Employees shall be allowed up to five (5) work days off with pay, in the event of death in the immediate family. For the purposes of this section, immediate family includes the employee's spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives. This leave shall not be deducted from sick leave or PTO leave. However, accrued leave and/or a leave of absence may also be

available if additional time away is required and can be accommodated by the District.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

## 9. SICK LEAVE

- A. Employee's accumulation and disposition of sick leave shall be as follows:
1. Personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
  2. Sick leave shall be accrued and recorded at the end of each month, and such leave shall be accumulated on an unlimited basis.
- B. Sick leave may be used for any of the reasons outlined in the District's Sick Leave Policy (Policy Number 02.2015.01).
- C. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. PTO accrual, 3. CTO accrual, 4. Donated leave pursuant to District policy, 5. Unpaid leave status.
- D. Employees shall use due diligence in reporting the foreseeable and unforeseeable need to use sick leave, as outlined in the District's Policies Manual. When the use of such leave is unforeseeable, the employee shall report the need for leave by 0815 hours.
- E. Employees may be compensated by the District for accrued, unused sick leave subject to the following conditions:
1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have "banked" the required number of hours in their "A" bank.  
  
The "A" Bank must contain at least 567 hours, with measurement made as of each June 30 and notification to the employee no later than September 30.
  2. The employee at his/her sole option, must notify the District no later than November 15 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a letter provided by the District. Failure to submit the request through the District's ESS system by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year
  3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up

to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.

4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
  5. Relinquishment shall be at the employee's sole option.
  6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement;
  7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.
- F. At the employee's option, upon service retirement or disability retirement, the District will pay off up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.

The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within 30 days will result in all unused sick leave being reported to the Public Employees' Retirement System (PERS) as additional service credit.

1. The total compensation to be made is that accrued sick leave in the employee's account at the employee's total hourly rate of pay, inclusive of all incentives.
2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the Public Employee's Retirement System Law, which reads as follows:

A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by his or her employer.

## 10. CHILD BIRTH DISABILITY LEAVE

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

## 11. HEALTH BENEFITS

### A. Dental

The District shall, subject to availability, provide full-time employees and dependents with a dental plan. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.

### B. Vision Care Plan

The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month per employee toward the cost of the District's plan.

### C. Medical

For employees or retirees who are enrolled the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium cap. These contribution amounts will be effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1.

The premium cap will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:
  - 1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
  - 2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
  - 3. Dependent care reimbursement;
  - 4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and
  - 5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.
- G. The District shall continue to provide each miscellaneous employee participating in the PERS retirement plan for a paid long-term disability benefit plan at least equal to the current plan. Specific provisions and conditions of such benefits are contained in and available to applicable employees, in the plan document.
- H. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.
- I. Transition Coverage
  - 1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
  - 2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.

3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.
4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

J. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:

*"...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board."*

2. Except for employees retiring for service connected disability, all new employees hired after March 25, 2011 and retiring from the District will obtain five percent (5%) credit per year towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District.

- K. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined in paragraph 10(C) above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

**12. RETIREMENT BENEFITS**

- A. Employees shall make PERS member contributions as follows:

1. For employees who do not meet the definition of a "new member" under PEPR ("classic miscellaneous members"), the full

member's PERS contribution shall be eight percent (8%) of the employee's compensation reported to PERS.

2. For employees who meet the definition of a "new member" under PEPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.

#### B. Specified Benefits

Upon meeting the statutory requirements, all employees shall be covered by the Public Employee's Retirement System (PERS). The District's contract with PERS includes the following provisions:

1. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.
2. One-half Continuance Benefit;
3. All remaining accumulated sick leave in the employee's account may, upon retirement, be applied for retirement credit under the provisions of Section 20965 of the California Government Code;
4. Benefit Levels:
  - 1) Classic Miscellaneous members' shall be three percent (3%) at age sixty (60).
  - 2) Employees who qualify as "new members" under PEPRA, shall be two percent (2%) at age 62.
5. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis.

### 13. SALARY CONTINUATION

An employee who is classified as a Miscellaneous (non-public safety) Employee and who is injured or disabled in the performance of his or her duties shall be entitled to injury leave with full pay and benefits for up to three (3) months from the date that injury leave commences should disability continue for that period. If an employee's disability is not permanent and stationary at the end of the three (3) months, the employee may use accrued leave or accrued Short Term Disability benefits on a coordinated basis with any workers' compensation up to full pay. When this option is used, any benefits from workers' compensation shall be assigned to the District with the leave used charged on a pro-rata share. Employment benefits will be maintained for such employees while receiving workers' compensation benefits whether or not such benefits are supplemented by other District leave benefits.

## 14. EDUCATION INCENTIVES

### A. Accreditation Standards

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a recognized institution of education.

The same language is applicable for those who submit for an incentive that is "commensurate" with the knowledge and abilities of the job position held. The degree must have been obtained through a recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case by case basis

- B. Employees who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.

**Fire Chief or designee shall have sole discretion in determining education certificate programs that qualify. Human Resources shall track approved education courses and appropriate incentives.**

- C. Employees who possess one or more Associate Degrees shall receive an additional six and one-half percent (6.5%) of base pay for the degree(s). Multiple degrees will not result in more than 6.5%.
- D. The above referenced Certification Programs and Degrees (Paragraphs 13(B) through 13(D)) combined shall not exceed seven percent (7%) of base pay.
- E. Employees who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional ten and one-half percent (10.5%) of base pay.
- F. The maximum amount an employee may receive in educational incentives and allowance is ten and one-half percent (10.5%) of base pay.
- G. Senior Non-Safety Management employees are excluded from this provision and are not entitled to any Education incentives or Continuing Education (CE) incentives.



- H. Unrepresented Management and Confidential employees covered by this Resolution (employees described by Paragraphs 1(B) through (C)) shall be eligible for Continuing Education (CE) incentive at five percent (5.0%) of base salary. CE's shall be granted per District Policy #141.01, Continuing Education Program – Unrepresented.

#### **15. STANDBY PAY**

- A. Tech Services personnel assigned to be on stand-by shall be paid four hundred dollars (\$400.00) per week or the daily pro-rate in addition to regular compensation and twelve (12) hours of PTO credit for duty on New Year's Day, 4<sup>th</sup> of July, Thanksgiving Day, and Christmas Day. The normal deduction of eight (8) hours PTO for holidays shall not apply. Stand-by pay will be added to the overtime compensation regular rate of pay calculation.

#### **16. AT-WILL EMPLOYMENT – SENIOR MANAGEMENT AND MANAGEMENT EMPLOYEES**

All Senior Management and Management employees are employed at-will, meaning that the Fire Chief has the right to terminate employment at any time, for any reason, and with or without cause for any reason and/or notice.

At-will employees in management or senior management positions who are terminated without cause shall receive either a six (6) month severance at the time of termination, or reassignment to their previous position through exercise of Bump Back rights so long as the reassignment does not violate the terms of any existing Collective Bargaining Agreement, Memorandum of Understanding, or other agreement applicable to that position. The decision shall be at the sole discretion of the Fire Chief, and in no case shall these options be available in the event the Fire Chief, in his sole discretion, determines good cause exists for the termination.

Nothing stated herein shall effect the at will status of any management or senior management employee.

#### **16. NON-AT-WILL EMPLOYMENT – CONFIDENTIAL EMPLOYEES**

Confidential employees do not serve at will, and may be disciplined or discharged only for cause. The causes for discipline and procedure for imposing or appealing from such discipline shall be as set forth in the most current Memorandum of Understanding between the District and the Administrative Support Personnel, Local 522.

#### **17. LONGEVITY PAY**

Senior Non-Safety Management, Non-Safety Management and Unrepresented Confidential employees shall be entitled to longevity pay at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied,

such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is nine percent (9%) of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is twelve percent (12%) of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

### **18. MEDICARE REIMBURSEMENT COST RECOVERY PROGRAM IGT INCENTIVES**

The following agreement between the District and Local 522 shall apply to all Unrepresented Employees. For the purposes of this section Unrepresented Employee allowances will be considered with "All other 522 members" and do not need to hold a current IAFF Behavioral Health Awareness certification as unrepresented employees are not eligible for this certification. The District will provide an equivalent certification course to obtain this allowance for unrepresented employees.

*In November of each calendar year, the District and Local 522 agree to meet regarding unanticipated revenues from the Medicare reimbursement cost recovery programs for purposes of providing Local 522 members additional compensation. If the actual total revenue from the combination of all Medicare reimbursement cost recovery programs, exceeds the 2022/2023 final budgeted Medicare reimbursement cost recovery revenue, which shall be no less than \$1,500,000, the District will allocate a one-time lump sum non-persable allowance to every Local 522 member in good standing and holding a current IAFF Behavioral Health Awareness certification. Allowances will be paid to members in accordance with the following thresholds:*

- A. *For increases in Medicare reimbursements between \$1,500,000 - \$2,499,999:*
  - 1. *Firefighters, EMTs and Paramedics- \$1500*
  - 2. *All other 522 members - \$1000*
  
- B. *For increases in Medicare reimbursements between \$2,500,000 - \$2,499,999:*
  - 1. *Firefighters, EMTs and Paramedics - \$3000*

2. All other 522 members - \$2000

C. For increases in Medicare reimbursements over \$3,000,000:

1. Firefighters, EMTs and Paramedics- \$4500

2. All other 522 members - \$3000

*For purposes of this Section, Medicare reimbursement cost recovery programs include, but are not limited to, GEMT CPE, GEMT QAF, PPGEMT, and VRRP IGT.*

**PASSED AND APPROVED** this 8<sup>th</sup> day of December 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

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

Attested By:

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



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

## RESOLUTION NO. 2022-\_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT FOR THE PERIOD OF DECEMBER 8, 2022 – JANUARY 6, 2023 PURSUANT TO BROWN ACT PROVISIONS.**

**WHEREAS**, the Sacramento Metropolitan Fire District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the Sacramento Metropolitan Fire District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, meeting in person would present imminent risk to health and safety of attendees; and

**WHEREAS**, the Board of Directors does hereby find that conditions causing imminent risk to attendees has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the Sacramento Metropolitan Fire District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, all meetings will be held in a virtual manner where the public may access them via the virtual platform with all login information provided on each board meeting agenda.

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

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

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent risk.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of the Sacramento Metropolitan Fire District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 6, 2023, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Sacramento Metropolitan Fire District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED AND APPROVED** this 8th day of December 2022, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**Sacramento Metropolitan Fire District**

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

**Attested By:**

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



# Sacramento Metropolitan Fire District

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

TODD HARMS  
Fire Chief

**DATE:** December 8, 2022  
**TO:** Board of Directors  
**SUBJECT:** 2023 Election of Officers

## TOPIC

Elect the President, Vice President, and Secretary to serve as the Executive Committee for calendar year 2023.

## DISCUSSION

The following excerpts have been taken from the Board of Directors Policies and Procedures to provide a brief overview:

Election of Officers. The Board shall elect a President, Vice President, and Secretary at the first regularly scheduled meeting in December of each year to serve throughout the subsequent calendar year. Upon the occurrence of a vacancy, the Board shall fill such vacancy. An interim election for Board Officers may be held upon approval by a majority of the Directors.

Responsibilities of the President. The President is responsible for the following:

Presiding at Meetings. The President, when present, shall preside at all meetings of the Board; shall take the chair at the time appointed for every Board meeting; and immediately call the members to order and proceed with the business of the Board.

General Direction. Have general direction of the boardroom and assign seats for the use of the Board members and members of the staff as required.

Order and Decorum. Preserve order and decorum; prevent demonstrations; and, in accordance with law, order removal from the boardroom of any person whose conduct is deemed objectionable; and order the boardroom cleared whenever deemed necessary.

Length of Time for Public Discussion. Allocate the length of time for public discussion of any matter in advance of such discussion with the concurrence of the Board.

Other Responsibilities. Other responsibilities as may be prescribed by the Board.

Official Spokesperson/Representative. Shall be the official spokesperson and representative for the Board and the principal contact with legal counsel and the media.

Vice President. The Vice President shall act as President in the absence of the President.

Secretary. The Secretary is responsible for signing Board Action Minutes and shall act as President in the absence of the President and Vice President.

### RECOMMENDATION

Staff recommends the Board nominate Board Members to be elected as the President, Vice President, and Secretary to serve as the Executive Committee for calendar year 2023.

Submitted By:



\_\_\_\_\_  
Melissa Penilla, Board Clerk

# *Resolution Commending Walt W. White*

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

*WHEREAS, Director White began his service as an appointed Board member on April 23, 2020, was uncontested in the short-term election for Division 9 in December 2020, and faithfully served the Sacramento Metropolitan Fire District with sound judgment, responsibility, professionalism, and integrity throughout his tenure for over two years; and*

*WHEREAS, Director White served the District with the highest degree of diligence and skill, including serving on the Policy Committee in 2021, as Secretary on the Executive Committee in 2022, and as a alternate on the Sacramento County 2X2 Committee; and*

*WHEREAS, Director White represented the Sacramento Metropolitan Fire District at the 2022 Cap-to-Cap conference in Washington, DC.*

*NOW, THEREFORE, BE IT RESOLVED, that the Sacramento Metropolitan Fire District and its Board of Directors hereby commend Walt White for devoting his sincere commitment, promulgating the District goals and objectives, and for providing an outstanding record of dedication to the fire service and the citizens which it serves, and wishes to thank him for a job well done.*

*BE IT FURTHER RESOLVED, that this foregoing Resolution No. 2022-\_\_ was passed and adopted on December 8, 2022, by the Sacramento Metropolitan Fire District Board of Directors.*

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Cinthia Saylor, Board President

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Melissa Penilla, Board Clerk