



Todd Harms
Fire Chief

Sacramento Metropolitan Fire District

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

BOARD OF DIRECTORS - REGULAR MEETING Thursday, February 10, 2022 – 6:00 PM

Remotely Via Zoom
Phone: (669) 900-6833
Webinar ID: 819 1376 4093#
Passcode: 458 167 716#

Cynthia Saylor
Board President
Division 1

D'Elman Clark
Board Vice President
Division 6

Walt White
Board Secretary
Division 9

Grant Goold
Board Member
Division 2

Randy Orzalli
Board Member
Division 3

Ted Wood
Board Member
Division 4

Jennifer Sheetz
Board Member
Division 5

Matt Kelly
Board Member
Division 7

Gay Jones
Board Member
Division 8

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 January 27, 2022 through February 25, 2022 pursuant to Brown Act provisions.

Additionally, on January 6, 2022, the Health Officer of the County of Sacramento ordered all public meetings in the County to occur virtually until further notice, and encouraged workplaces to conduct meetings remotely as business needs permit.

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

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



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REGULAR BOARD MEETING AGENDA

THURSDAY, FEBRUARY 10, 2022

CALL TO ORDER

ROLL CALL

PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, February 14th at 6:00pm and Wednesday, February 16th at 9:00am on Channel 14; Webcast at 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.

CONSENT ITEMS

- | | <u>Page No.</u> |
|--|-----------------|
| 1. Action Summary Minutes
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of January 27, 2022. | 6 |
| 2. Revision to Positions and Authorization Document
Recommendation: Approve the revised position authorization document. | 12 |

PRESENTATION ITEMS

- | | |
|--|----|
| 1. Firefighters Burn Institute (<i>Joe Pick, Executive Director</i>)
Recommendation: Receive presentation, no action required. | * |
| 2. 15 Years of Service to Director Clark (<i>Chief Harms</i>)
Recommendation: Receive presentation, no action required. | * |
| 3. 911 Ambulance Surge Protection Agreement
(<i>Assistant Chief Law</i>)
Recommendation: Receive presentation. No action required. | 19 |



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REGULAR BOARD MEETING AGENDA

THURSDAY, FEBRUARY 10, 2022

ACTION ITEMS

1. **FY2019 Homeland Security Grant Program – Urban Area Security Initiative (UASI) Grant Acceptance** (*Erin Castleberry, Administrative Specialist*) **37**
Recommendation: Adopt Resolutions approving the grant acceptance and budget amendment.

2. **Notice of Award – 908devices (UASI19 Portable High Pressure Mass Spectrometer)** (*Erin Castleberry, Administrative Specialist*) **40**
Recommendation: Approve the purchase of the MX908 Handheld High Pressure Mass Spectrometer from 908devices.

CLOSED SESSION

1. **Pursuant to California Government Code Section 54956.9 (a) –One (1) matter of Workers Compensation Compromise and Release.** ******

Thomas Neville and the Sacramento Metropolitan Fire District
Claim # SMDI – 548343; SMDI – 548191; SMDI -548227; SMDP - 549815 –
Workers Compensation Settlement Authority –
Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP

2. **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

REPORT OUT FROM CLOSED SESSION



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, FEBRUARY 10, 2022

REPORTS

1. **PRESIDENT'S REPORT**—(*President Saylor*)
2. **FIRE CHIEF'S REPORT**—(*Fire Chief Harms*)
OPERATIONS' REPORT – (*DC 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*)
Report Out: Thursday, February 10, 2022 at 5:00 PM
Next Meeting: TBD
- B. **Communications Center JPA** – (*DC Wagaman*)
Report Out: Wednesday, February 10, 2022 at 10:00 AM
(Remote Access Only)
Next Meeting: March 8, 2022 at 9:00 AM
- C. **California Fire & Rescue Training JPA** – (*Chief Harms*)
Next Meeting: February 17, 2022 at 10:00 AM
Location: 3121 Gold Canal Drive
Mather, CA 95670
- D. **Finance and Audit Committee** – (*Director Orzalli*)
Next Meeting: February 24, 2022 at 5:30 PM
- E. **Policy Committee** – (*Director Gould*)
Report Out: February 10, 2022 at 5:30 PM
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

ADJOURNMENT

NEXT BOARD MEETING(S):

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

- Next Board Meeting – February 24, 2022 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



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REGULAR BOARD MEETING AGENDA

THURSDAY, FEBRUARY 10, 2022

Posted on February 7, 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.



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TODD HARMS
Fire Chief

ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT Thursday, January 27, 2022 Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 5:03 pm by President Saylor. Board members present: Clark, Goold, Jones, Kelly, Saylor, Sheetz, White, and Wood. Board members absent: Orzalli. Staff present: Chief Harms, General Counsel Lavra, and Clerk Penilla

PUBLIC COMMENT:

Vice President of Local 522, Matt Cole told a story of a seven year veteran with Local 1775 who came to Metro Fire as a lateral. He has a wife and two children and lives in the Sacramento area. He took a leap of faith coming to Metro Fire, and a 20% pay cut. He had a great on boarding experience and a wonderful crew. Once on line, he realized he was spending even less time with his family, sleeping more because he was more fatigued, and was becoming snappy with his wife and children when he was home. This lateral employee, which is Metro Fire's target recruit, is returning to his previous agency. He decided he wanted his story to be different, and is going back. Right now, every division at Metro Fire is getting crushed. We need great people, just like this, to come to Metro Fire, but we also need our current employees to want to come to work and that takes us locking arms and working together.

CONSENT ITEMS

Action: Moved by Goold, seconded by Clark, and carried unanimously by members present to remove consent item number two, making it a presentation item at the next meeting, and an action item at the meeting following that.

Action: Moved by Goold, seconded by Clark, and carried unanimously by members present to adopt the remainder of the Consent Calendar as follows:

- 1. Action Summary Minutes**
Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of January 13, 2022.
Action: Approved Action Summary Minutes.
- 2. Emergency Ambulance Surge Protection Agreement**
Recommendation: Approve the emergency ambulance surge protection agreement.
Action: Removed from consent calendar, no action taken.
- 3. 0 Watt Avenue, North Highlands (Watt/Myrtle) – Easements**
Recommendation: Approve the Resolution to grant the requested Easement for Public Roadway and Public Utilities, Easement for Public Utilities and Public Facilities, and Easement for Temporary Construction.
Action: Adopted Resolution No. 2022-005.
- 4. Surplus Vehicle Designation**
Recommendation: Adopt a Resolution establishing a list of surplus vehicles, and sell or donate the vehicles as deemed appropriate by the Fire Chief.
Action: Adopted Resolution No. 2022-006.

- 5. Notice of Award – Stryker (AFG20 Automated Chest Compression Devices)**
Recommendation: Approve the purchase of 12 LUCAS 3 Chest Compression Systems from Stryker, by utilizing a master cooperative purchasing agreement (RFB #2021-06) administered by the Savvik Buying Group.
Action: Approved the purchase of 12 LUCAS Devices.

Director Orzalli joined at 6:15 pm after consent calendar.

PRESENTATION ITEMS

- 1. Community Risk Assessment (CRA) & Community Risk Reduction Plan (CRP)**
(Deputy Fire Marshal Fields and FACETS Consulting)
Recommendation: Receive presentation. No action required.
Action: Presentation received, no action taken.
- 2. 2021 Paramedic Program Update** *(EMS Captain Joe Schmitt)*
Recommendation: Receive presentation. No action required.
Action: Presentation received, no action taken.

ACTION ITEMS

- 1. Multiple Award Schedule for Legal Services Extension** *(Chief Harms)*
Recommendation: Adopt Resolution approving the extension of the multiple award schedule for legal services.
Action: On a motion by Goold, seconded by Wood, and carried unanimously by the members present to adopt Resolution No. 2022-007.
- 2. 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 January 27, 2022-February 25, 2022 or until further re-ratified.
Action: On a motion by Jones, seconded by Clark, and carried unanimously by the members present to adopt Resolution No. 2022-008.
- 3. Discuss and Approve a Board Member Join the Negotiations Team**
(President Saylor)
Recommendation: Discuss whether a Board Member should join the negotiations team, and identify and approve the member who will join the team.
Action: On a motion by Saylor, seconded by Jones, and carried unanimously by the members present to approve a board member/members to act an observer with the negotiations team, subject to the Executive Committee setting forth guidelines as to the role of the observer.

The board recessed to closed session at 7:38 PM.

CLOSED SESSION

- 1. Conference with Labor Negotiator**
January 27, 2022 Board Meeting Action Summary Minutes

Page 2 of 6

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: The Board took no reportable action.

The board reconvened to open session at 9:21 PM.

REPORTS

1. PRESIDENT'S REPORT—(President Saylor)

President Saylor, along with Directors White and Clark, and Executive Staff attended the public hearing at the Capital where they heard both sides related to the Ambulance Patient Offload Delays. The hearing seats were previous EMS employees who are aware of these existing problems and adhering to the laws surrounding offload delays. Many solutions were offered during the presentations and the link to watch the hearing is publically available.

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

Chief Harms shared that many conversations are now taking place as a result of the wall-time news stories. We are taking these conversations as a win and moving forward.

On January 26th the Labor Management Collaboration Meeting took place via Zoom and was a very productive working meeting.

Chief Harms invited Deputy Chief Wagaman to share an update on facilities, specifically the recent stations that underwent a bathroom remodel. Facilities Manager, John Raeside, joined and shared details on the remodels at Stations 21, 41, and 53 which are now complete. Station 23 presents challenges due to age and the small footprint, as a temporary fix they will be purchasing a modular for two additional bathrooms and a shower.

Chief Harms also invited DC Bailey to report out on the compensation survey of unrepresented personnel. DC Bailey shared that Human Resources solicited bids from several firms, they chose the firm from Folsom which was also the lowest bid. The company anticipates the survey

will take approximately 160 hours, and will be complete in 6-8 weeks dependent upon COVID working conditions. DC Bailey is hopeful it will be completed in mid-late March.

Lastly, Chief Harms invited Firefighter Tim White to report on recruitment efforts. Firefighter White is now full time working days, and his primary focus is to identify and define pathways into the fire service, for example the pathway available through the paramedic program that was talked about earlier this evening. He is also working on the marketing presence at job fairs, having a recruitment website, and building out the mentorship program.

Chief Harms reminded everyone of the Fill the Boot, especially the Chief's Challenge which takes place on Saturday, February 5th from 9:00-10:00 a.m. at the corner of Greenback and Sunrise in Citrus Heights.

Director Kelly left the meeting at 9:41 PM.

OPERATIONS' REPORT – (DC Mitchell)

Deputy Chief Mitchell reported on the current COVID numbers, currently there are 55 members off, with 46 COVID positive cases. Of the 55 members off 47 are line personnel. This is a significant decrease from almost 120 members off just a short time ago. Trending in a promising direction, however we remain diligent and have limited District activities at least until February 7th to essential items only. As for our internal testing, our members have performed just under 3,000 tests since pandemic began. This is a huge value to our members, cooperators, and their families.

DC Mitchell shares we are working towards Telestaff returning to full functionality on February 7th with a phased in approach starting February 2nd. He is very proud of the collective effort to get us through this unexpected staffing program failure, and our member's ability to adapt has been remarkable. As a reminder, a team fully rebuilt a google docs staffing program within hours of the failure that allowed us to continue operations and staffing procedures to provide service delivery and accountability for our stations and apparatus.

Lastly, DC Mitchell shared statistics since the last Board Meeting with 3,825 total incidents since which is approximately 273 calls per day. 70% were EMS related incidents, and 143 were fire incidents which is an average of 10 fires per day.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT

Vice President of Local 522, Matt Cole shared that Engine 23 traveled down to Southern California for Firefighter Flagler's service, and thanked the crew for representing labor and management.

He shared of several upcoming events, including the memorial service for Retired Captain Jeff Ramsdell on Friday, January 28, 2022 at Noon, and celebration of life for Retired Firefighter Roger Dyer on Sunday, February 20, 2022 at 2:00 pm., Fill-the-Boot next weekend, and on Wednesday a retiree breakfast at the IHOP in Folsom.

VP Cole thanked the Board for sending an observer to the negotiations table.

Lastly, VP Cole shared several meeting he has attended, including the public hearing on wall-time, being sworn in for the Executive Board, Labor Management Collaboration meeting,

continued meeting regarding Telestaff and the engineer exam. He is looking forward to improving service delivery and taking care of the crews.

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)

President Saylor will look to schedule a meeting soon and workout the policy for sitting at negotiation meetings.

Next Meeting: TBD

B. Communications Center JPA – (DC Wagaman)

Next Meeting: February 8, 2022 at 9:00 AM

C. California Fire & Rescue Training JPA – (Chief Harms)

Report Out: January 19, 2022 at 10:00 AM

Chief Harms shared that the JPA is continuing training to April 30th and the dissolution is scheduled for June 30th.

Next Meeting: February 17, 2022 at 10:00 AM

Location: 3121 Gold Canal Drive
Mather, CA 95670

D. Finance and Audit Committee – (Director Orzalli)

Report Out: January 27, 2022 at 5:30 PM

Director Wood shared the committee met and reviewed the first four months of the fiscal year. They are tracking, with reserves at 14.3% and the CERBT Fund at \$74 million, which is about one third funded.

Next Meeting: February 24, 2022 at 5:30 PM

E. Policy Committee – (Director Goold)

Next Meeting: February 10, 2022 at 5:30 PM

BOARD MEMBER QUESTIONS AND COMMENTS

Director Jones feels we turned a corner and successfully conquered a lot of business over Zoom tonight. Thank you to everyone for all the reports, and everyone who attended the public hearing at the Capital and the societal approach to healthcare. She attended the Regional Diversity meeting, and thanked Tim White for the work he is doing on recruitment. This year she will work with the LAFCo commission to share information contained in the CRA and CRP.

Director Orzalli congratulated Chief Harms for taking a stand on the wall-time issue, and commends him for making a significant change to an ongoing problem.

Director Goold thanks everyone for staying with the meeting for so many hours. He encourages the Executive Committee to consider a blue ribbon panel for developing a strategic plan that spans more than one year and looks into the significant future of Metro Fire as an agency.

Director White recognized Firefighter Lowry and another firefighter, whose name he didn't catch, for pulling over and assisting a constituent change a tire. He is looking forward to the 48th annual Guns and Hoses event, and this marks the 20th year the Fire Dogs are participating.

Director Clark thanks everyone for the extensive reports and the men and women who are working so hard during these difficult times.

Director Saylor thanked everyone for their presentations and the crews who are working so hard.

ADJOURNMENT

The meeting was adjourned at 10:14 pm.

Cynthia Saylor, President

Walt White, Secretary

Melissa Penilla, Board Clerk



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: February 10, 2022
TO: Board of Directors
SUBJECT: Revision to Positions and Authorization Document (PAD)

TOPIC

Board approval is needed to revise the Positions and Authorization Document (PAD), which authorizes the number of positions that may be filled for each classification.

DISCUSSION

Staff is requesting to make changes to the Support Services Division, the Operations Division and other miscellaneous updates.

- Converting one vacant Fire Inspector II position to a Fire Investigator II.
- Firefighter positions have been updated reflecting the twenty one (21) SAFER20 grant funded Firefighters.
- Miscellaneous changes include name updates due to movement and promotions for various positions.

FISCAL IMPACT

There is no fiscal impact of converting the Fire Inspector II to a Fire Investigator II, as there is a \$4.00 less difference in the monthly salary between the two positions.

The addition of the 21 Firefighter positions will be fully funded by a SAFER20 grant award for a period of 3 years.


RECOMMENDATION

Staff recommends that the Board authorize the revision to the PAD.

Submitted by:

Approved by:


Ty Bailey
Deputy Chief, Administration


Todd Harms
Fire Chief

Attachments: Revised Position Authorization Document



POSITIONS AND AUTHORIZATION DOCUMENT (PAD)

FY 2021-22

SUMMARY				
Full-time Positions				
	Authorized Positions	Actual Filled Positions	Funded Positions	Proposed Changes
Office of the Fire Chief	9	7	7	0
Operations	609	570	572	21
Support Services	68	65	66	0
Administration	32	31	32	0
Total	718	673	677	21



POSITIONS AND AUTHORIZATION DOCUMENT (PAD)

FY 2021-22

OFFICE OF THE FIRE CHIEF					
Position	Auth'd Positions	Actual Filled Positions	Funded Positions	Proposed Changes	Employee(s) / Comments
Fire Chief	1	1	1		Todd Harms
Assistant Chief	1	0	0		<i>Vacant - not funded</i>
Day Staff Captain, Staff Officer	1	0	0		<i>Vacant - not funded</i>
Day Staff Captain, PIO	1	1	1		Parker Wilbourn
Community Relations Coordinator	1	1	1		Chris Dargan
Day Staff Local 522 VP-Representative	1	1	1		BC Matt Cole
Sr Staff Administrative Coordinator	1	1	1		Jill Guzman
Administrative Specialist, Office of the Fire Chief	1	1	1		Erin Castleberry
Board Clerk	1	1	1		Melissa Penilla
	9	7	7	0	



POSITIONS AND AUTHORIZATION DOCUMENT (PAD)

FY 2021-22

OPERATIONS BRANCH

Position	Auth'd Positions	Actual Filled Positions	Funded Positions	Proposed Changes	Employee(s) / Comments
Deputy Chief, Operations	1	1	1		Adam Mitchell
Administrative Specialist, Operations Branch	1	1	1		Carmen Delgado
Assistant Chief, Operations (A-B-C)	3	3	3		M. Lozano C. Greene C. Jenkins
Day Battalion Chief, Special Operations	1	1	1		Joseph Fiorica
Staffing Specialist	1	1	1		Lara Kelley
Office Technician, Operations Branch	1	1	1		Joanna Navarro
FIRE SUPPRESSION					A B C
Battalion Chiefs	15	15	15		B5 - S. Perryman B13 - C. Reed B7 - R. Carollo B9 - B. Barthel B14 - S. Daly B5 - K. Fong B13 - J. Vestal B7 - C. Simmons B9 - C. Vestal B14 - A. House B5 - A. Peck B13 - M. Johnson B7 - K. Keeley B9 - G. Russell B14 - J. Graf
Fire Captains	135	131	132		Numbers do not include 7 Day Staff & 3 SRP Capts.
Fire Engineers	135	110	132		
Firefighters	237	256	231	21	Actual filled includes 2 Day Staff (Blaschke, White) Authorized & Funded increase by 21 due to Grant
SINGLE ROLE PARAMEDIC PROGRAM (SRPP)					
Captains	3	3	3		Shawn Burke, Matthew Smotherman, Shannon Chamberlin
Paramedics (FT)	40	20	16		
Emergency Medical Technicians (EMT)	18	10	18		
EMERGENCY PREPAREDNESS - SPECIAL OPERATIONS					
Chief Pilot	1	1	1		Montie Vanlandingham
EMERGENCY MEDICAL SERVICES (EMS)					
Assistant Chief, EMS	1	1	1		B. Law
Day Staff Battalion Chief, EMS	1	1	1		B. Gonsalves
Day Staff Captain, EMS	3	3	3		Scott Shield, Joe Schmitt, Ryan McMahon
Administrative Specialist, EMS	1	1	1		Yuri Torres
EMS System Technician	2	2	2		Marcy Mateo, Cynthia Hamilton
TRAINING/SAFETY					
Assistant Chief, Training	1	1	1		J. Rudnicki
Day Staff Captain, Training	3	3	3		Daniel Hoy, Corey Kuebler, Joe Aldrich
Health & Fitness Program Manager	1	1	1		Patrick Gallagher
Administrative Specialist, Training	1	1	1		Dana Lipps
SAFETY					
Day Staff Captain, Safety	1	0	0		Vacant - not funded
Safety Specialist	2	2	2		Robert Sestito, Brian Spence
	609	570	572	21	



POSITIONS AND AUTHORIZATION DOCUMENT (PAD)

FY 2021-22

SUPPORT SERVICES BRANCH					
Position	Auth'd Positions	Actual Filled Positions	Funded Positions	Proposed Changes	Employee(s) / Comments
Deputy Chief, Support Services	1	1	1		Tyler Wagaman
Assistant Chief	1	0	0		Chief Executive Director of SRFECC
LOGISTICS					
Logistics/Purchasing Manager	1	1	1		Mark Jones
Assistant Logistics Manager	1	1	1		Mark Siebert
Logistics Technician	7	7	7		Berkey, Crusto, Knapp, Lamons, Putman, Thomas, Graham
Procurement Specialist	1	1	1		Courtney Moore
Office Technician	1	1	1		Amanda Berkey
FACILITIES					
Facilities Manager	1	1	1		John Raeside
Facilities Technician	4	4	4		Joe Eachus, Aldrey Almeria, Dave Koopmeiners, Tim Miller
FLEET MAINTENANCE					
Fleet Manager	1	1	1		Shea Pursell
Assistant Fleet Manager	1	1	1		Tim Swank
Fire Mechanic	11	11	11		Christian, Courtney, Davison, Geaney, Mansel, Moose, Mull, Petruzzi, Rhodes, Snuffer, Stites
Parts Buyer	1	1	1		Matthew Freeman
Accounting Technician	1	1	1		Amy Peterson
COMMUNITY RISK REDUCTION					
Fire Marshal	1	1	1		Lisa Barsdale
Deputy Fire Marshal	1	1	1		Chrishana Fields
Administrative Specialist	1	1	1		Lisa Gates
Plan Intake Specialist	3	3	3		Shana Mamulski, Cora Zielinski, Michael Toney
Office Technician	3	3	3		Nanette Goodwin, Kendra Clark, Dareius Tucker
Supervising Inspector	3	3	3		A. Nygren, J. Smith, D. Schmidt
Fire Inspector II	14	6	6	-1	Callison, Ganea, Hampton, Klets, Olivares Reclassify Fire Inspector II to Fire Investigator II
Fire Inspector I		7	7		Aney, Batiz, Christensen, Harlow, Kauppi, Rieger, Smittle (2 Vacant between Inspector II & I)
Geographic Information Specialist II	1	0	1		Vacant
Community Relations Specialist	2	2	2		Brenda Briggs, Rebecca Alessandri
COMMUNICATIONS DIVISION					
Communications Manager	1	1	1		Steve Jordan
Communications Technician II	2	2	2		James Day, Alex Ybarra
ARSON					
Supervising Investigator	1	1	1		Chris Rogers - Move to Days
Fire Investigator II	2	2	2	1	Steve Johnson, Paul Tualla Reclassify Fire Inspector II to Fire Investigator II
	68	65	66	0	



POSITIONS AND AUTHORIZATION DOCUMENT (PAD)

FY 2021-22

ADMINISTRATIVE BRANCH					
Position	Auth'd Positions	Actual Filled Positions	Funded Positions	Proposed Changes	Employee(s) / Comments
Deputy Chief, Administration	1	1	1		Ty Bailey
HUMAN RESOURCES					
Human Resources Manager	1	1	1		Melisa Maddux
Administrative Specialist	1	1	1		Michelle Dehoney
Human Resources Analyst	1	1	1		Olesya Melnichuk
Human Resources Specialist	3	3	3		Giovanna Read, Leslie Miller, Candace Sarlis
FINANCE					
Chief Financial Officer	1	1	1		Dave O'Toole
Controller	1	1	1		Ronald Empedrad
Payroll Supervisor	1	1	1		Sarah Ortiz
Payroll Analyst	1	1	1		Robyn Almeida
Financial Analyst	1	1	1		Tara Maeller
Accounting Specialist	2	2	2		RMarie Jones, Natividad Manalo
Accounting Technician	6	5	6		Brown, Cheung, Falls, Guerrero, Houston, <i>vacant</i>
DEVELOPMENT					
Chief Development Officer	1	1	1		Jeff Frye
INFORMATION TECHNOLOGY (IT)					
Director, Information Technology	1	1	1		Mat Roseberry
Office Technician	1	1	1		Alla Zablotskiy
Business Applications Analyst	2	2	2		Sherri Martuci, Marquise Tucker
Network Systems Engineer	1	1	1		Ken Lin
Network Systems Administrator	2	2	2		May Foroudi, Ben Miller
Computer Systems Supervisor	1	1	1		Arthur Hong
Computer Systems Technician	2	2	2		Santiago Naranjo, Alex Vasquez
Help Desk Technician	1	1	1		Ethan Foster
	32	31	32		



POSITIONS AND AUTHORIZATION DOCUMENT (PAD)

FY 2021-22

PART-TIME, TEMPORARY, RETIRED ANNUITANTS, RESERVE & REIMBURSED

Position	Auth'd Positions	Actual Filled Positions	Funded Positions	Proposed Changes	Employee(s) / Comments
Retired Annuitants (part-time)	17	16	11		
Reserve Firefighters	14	7	14		Barnes, Berry, Burwell, Driver, Golosinskiy, Manley, Siebert
Physician Assistant (PA) - MIH Program	6	6	6		Gomez, Mathis, McFadden, Ortiz, Schoendienst, Sloan
Helicopter Pilot (part-time)	4	4	4		Combs, Cotter, Matischak, Russell
Part-Time Helicopter Maintenance Program Manager	1	0	0		
Air Ops Manager/Special Ops Capt	1	1	0		<i>Not Funded - part-time position filled by a suppression Captain</i>

California Fire and Rescue Training Authority (CFRTA)

Deputy Executive Director, Planning and Facilities	1	0	0		Vacant
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Urban Area Security Initiative

Planning and Exercise Coordinator	1	0	0		Vacant
	44	34	35	0	

*Shown in two locations on the PAD

Agreement for 911 Ambulance Surge Protection

This Agreement for 911 Ambulance Surge Protection Response and Transportation ("Agreement") is made and entered into [INSERT DATE] by and between the Sacramento Metropolitan Fire District ("METRO FIRE") a special district organized and existing pursuant to California Health and Safety Code § 13800, et. seq. and [INSERT NAME OF CONTRACTOR] ("CONTRACTOR") hereafter sometimes collectively referred to as the "Parties". This Agreement shall commence on the date set forth below.

RECITALS

WHEREAS, METRO FIRE is a member of the Sacramento Regional Fire/Emergency Medical Services (EMS) Communications Center, a Joint Powers Agency organized to coordinate the dispatch of fire and emergency medical services responses; and

WHEREAS, CONTRACTOR is an ambulance company with Advanced Life Support (ALS) ALS service provider designation from the Sacramento County EMS Agency (SCEMSA) organized and lawfully operating in the State of California; and

WHEREAS, METRO FIRE provides prehospital emergency medical services and has the right to grant to business entities written agreements for the provision of prehospital emergency medical responses within its exclusive operating area pursuant to Health and Safety Code § 1797.201; and

WHEREAS, CONTRACTOR was selected by METRO FIRE to enter into this Agreement following a qualification process; and

WHEREAS, METRO FIRE and CONTRACTOR wish to enter into this Agreement for the CONTRACTOR's provisions of 911 Ambulance Surge Protection Response and Transportation.

NOW, THEREFORE, the Parties agree as follow:

01. TERM

The initial term of this Agreement shall commence on [INSERT DATE] and shall continue until either party gives written notice of termination, with or without cause, on sixty (60) days written notice of termination to the other party, unless sooner terminated as provided herein.

02. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an independent contractor. CONTRACTOR is not the agent or employee of METRO FIRE in any capacity whatsoever, and METRO FIRE shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR. CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

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

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable Federal and State workers' compensation and liability laws and regulations with respect to the officers, agents, and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents, and/or employees of METRO FIRE .

The Parties agree that this Agreement is a bona fide business to business contracting relationship as defined in California Labor Code § 2776. CONTRACTOR agrees to defend, indemnify, and hold harmless METRO FIRE against any and all claims, actions, demands, or litigation, pursuant to Section 03 (A) below, brought by any person, government agency, group, or entity of any kind which challenges the independent contractor status of CONTRACTOR under any provision of State or Federal law. In the event any order, judgment, administrative decision, or provision of law effects the independent contractor status of CONTRACTOR, METRO FIRE shall have the right to immediately terminate this Agreement. The indemnity provisions set forth in this Agreement shall survive the termination of the Agreement, and shall continue in full force and effect.

03. INDEMNITY

- A. CONTRACTOR agrees to defend, indemnify, and hold harmless METRO FIRE, their officials, officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, suits, attorneys' fees and costs, legal actions, litigation, liability, or consequential damages of any kind or nature (hereafter collectively the "liabilities") arising out of or in connection with the performance of, or failure to perform under the terms of this Agreement by CONTRACTOR and/or its employees, officers, representatives and agents, products, suppliers, and subcontractors, excepting only those liabilities solely caused by the active negligence, sole negligence, or willful misconduct of METRO FIRE.
- B. METRO FIRE agrees to defend, indemnify, and hold harmless CONTRACTOR, their officials, officers, agents, employees, representatives and volunteers from and against any and all claims, demands, suits, attorneys' fees and costs, legal actions, litigation, liability, or consequential damages of any kind or nature (hereafter collectively the "liabilities") arising out of or in connection with the performance of, or failure to perform under the terms of this Agreement by METRO FIRE and/or its employees, officers, representatives, and agents, products, suppliers, and subcontractors, excepting only those liabilities solely caused by the active negligence, sole negligence, or willful misconduct of CONTRACTOR.

04. GRATUITIES PROHIBITED

CONTRACTOR warrants that neither it, nor any of its employees, agents, or representative has offered or given any gratuities to METRO FIRE's employees, agents, or representatives in an attempt to secure this Agreement or secure favorable treatment with respect thereto.

No person will offer, give or agree to give any METRO FIRE employee or its representatives any gratuity, entertainment, gift, special service, discount, or offer of employment in connection with this Agreement with METRO FIRE. No METRO FIRE employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, entertainment, gift, special service, discount, or offer of employment in connection with this Agreement with METRO FIRE. CONTRACTOR will report any attempt by any employee, representative, or consultant of METRO FIRE to obtain such favors to the Office of the Fire Chief.

05. CONFLICTS OF INTEREST

CONTRACTOR 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 or under any State, Federal, or local law. The Parties will identify any such conflict of interest that would prohibit their performance under the terms of the Agreement and immediately provide written notice to the other party.

CONTRACTOR represents and warrants 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 METRO FIRE, as determined in the reasonable judgment of METRO FIRE's Board of Directors. Entering into this Agreement does not preclude CONTRACTOR from working for others, as long as such work does not constitute a conflict of interest.

CONTRACTOR must make full disclosure of any relationship of any employee of METRO FIRE who makes recommendations concerning the selection of CONTRACTOR or any employee who may allot work to or request services from CONTRACTOR. In addition, CONTRACTOR must reveal any details of company ownership or partnership arrangements of any immediate relative employed by METRO FIRE.

06. EXCLUSIVITY

CONTRACTOR shall not conduct any operations within METRO FIRE's jurisdictional boundaries that are in direct competition with the services provided by METRO FIRE or by CONTRACTOR under the terms and conditions of this Agreement. CONTRACTOR may provide non-emergent ambulance services within METRO FIRE's jurisdictional boundaries.

CONTRACTOR may be dispatched by METRO FIRE to incidents within other jurisdictional boundaries. CONTRACTOR and its employees shall conduct themselves in the same manner as when responding with METRO FIRE units.

METRO FIRE may allow other contractors and governmental agencies to enter into additional agreements on the same terms and conditions in this Agreement, as allowed by law.

Nothing herein shall prevent METRO FIRE from entering into any Agreement with any governmental agency providing prehospital emergency services in Sacramento County, incorporating the same terms and conditions of this Agreement, as permitted under law.

07. GENERAL REQUIREMENTS

METRO FIRE grants, and CONTRACTOR accepts, permission to provide prehospital emergency ambulance service according to the terms of this Agreement. CONTRACTOR, shall provide 911 ambulance services at the ALS level, for all 911 calls referred by METRO FIRE. Calls for 911 ambulance service shall be dispatched to CONTRACTOR from the Sacramento Regional Fire/EMS Communications Center. CONTRACTOR shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters delineated in the Agreement. All statements made and actions taken by CONTRACTOR in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances METRO FIRE's EMS mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, CONTRACTOR decision making and conduct shall always be guided by and reflect only the highest ethical standards, conform with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.

- A. CONTRACTOR shall maintain ALS service provider designation with the Sacramento County EMS Agency (SCEMSA) at all times while this Agreement is in effect.
- B. Upon request from METRO FIRE, CONTRACTOR shall provide staffed ALS surge protection ambulance(s) to respond to requests for emergency medical assistance in the 911 system. The number of staffed ambulances that surge into the system will be agreed upon between METRO FIRE and CONTRACTOR at the time of request.
- C. Deployment of CONTRACTOR's ambulance(s) into the 911 system shall be for a minimum of two (2) hours per staffed surge protection ambulance provided by CONTRACTOR. The duration of deployment can be shortened or extended as needed if agreed upon between METRO FIRE and CONTRACTOR.
- D. METRO FIRE may request staffed surge protection ambulances from the CONTRACTOR at any time of day or night, inclusive of weekends and holidays. To accept the request, CONTRACTOR must be able to provide staffed surge ambulance(s) in Sacramento County within twenty (20) minutes of receiving the request to deploy in the 911 system.
- E. CONTRACTOR's surge ambulance(s) shall be staffed at all times in accordance with Section 10, subpart A, of this Agreement.
- F. If the CONTRACTOR cannot deploy staffed surge protection ambulance(s) in Sacramento County within twenty (20) minutes of receiving the request from METRO FIRE, the request for surge protection ambulances shall be declined by CONTRACTOR.
- G. Upon becoming Available on Radio (AOR) after METRO FIRE initiates a request for surge protection, CONTRACTOR's ambulances will be dispatched to 911 calls by Sacramento Regional Fire & EMS Communication Center.

- H. CONTRACTOR must comply with all SCEMSA policies, procedures, and protocols at all times.
- I. CONTRACTOR will be responsible for ensuring that all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.
- J. CONTRACTOR shall designate one person, approved by METRO FIRE, as its official liaison to METRO FIRE who will serve as the primary contact and interface, and whose office shall be in Sacramento County. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communication between agencies and agency liaisons.
- K. CONTRACTOR shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (Federal, State, local), including, but not limited to:
 - 1. Health Insurance Portability & Accountability Act of 1996 (HIPAA);
 - 2. California Health & Safety Code, Division 2.5;
 - 3. California Code of Regulations, Title 22, Division 9, Chapter 2;
 - 4. California Vehicle Code; and
 - 5. SCEMSA policies, procedures, and protocols.
- L. CONTRACTOR shall ensure that ambulance personnel comply with all California State Emergency Medical Services Authority (EMSA) and SCEMSA protocols.
- M. CONTRACTOR shall provide all services in this Agreement without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a material breach of this Agreement and grounds for immediate termination.
- N. CONTRACTOR shall ensure that relevant and frequent education and training courses are provided to assist, train, and educate field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11.
- O. Prior to commencing any activities under this Agreement, METRO FIRE will provide CONTRACTOR with the procedure for CONTRACTOR's staffed surge protection ambulances to activate and deactivate in the 911 system upon request of METRO FIRE.

08. VEHICLES

- A. CONTRACTOR shall use ambulances that meet or exceed the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the SCEMSA.
- B. Each ambulance must permanently display the name of the CONTRACTOR or display identification or logo on the outside of the vehicle identifying the CONTRACTOR in compliance with State and local statutory or regulatory requirements.
- C. CONTRACTOR shall be responsible for, and bear all costs for all routine preventive maintenance and repairs of ambulances. CONTRACTOR shall adhere to its maintenance and maintenance records plan during the term of this Agreement.
- D. During the surge protection activation interval identified above, if an ambulance providing services pursuant to this Agreement is taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time, CONTRACTOR shall ensure that METRO FIRE is notified immediately. CONTRACTOR is not required to replace the staffed ambulance unless CONTRACTOR has another available to respond.

09. EQUIPMENT AND SUPPLIES

CONTRACTOR shall ensure that the minimum required equipment, supplies, and inventory for ambulances is provided as follows:

A. Communications

- 1. METRO FIRE shall provide each surge ambulance supplied by CONTRACTOR with two (2) 800MHzs Portable Radios. The radios shall be P25 compliant and capable of transmitting on Sacramento County's Motorola LMR system. Radios shall be programmed with the fire zones used by the SRFECC. The setup, programming, and costs of the radio(s) is the responsibility of METRO FIRE.
- 2. If deemed necessary by METRO FIRE at the time of surge protection request, METRO FIRE will supply each CONTRACTOR with additional communication equipment. The setup, programming, and costs of the additional equipment is the responsibility of METRO FIRE.
- 3. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the Agreement so as to fully respond to calls for emergency medical services or any other response or activity required by the terms of the Agreement.
- 4. CONTRACTOR shall be solely responsible for the cost of replacing any communications equipment provided by METRO FIRE to the CONTRACTOR's surge ambulances that is lost or damaged during the deployment.

B. Medical Equipment & Supplies Inventory

1. CONTRACTOR shall ensure that the medical equipment and supplies inventory of all surge protection ambulances provided under this Agreement comply with SCEMSA protocols, including 2030: Advanced Life Support Inventories. Every ambulance must be equipped and staffed to operate at the ALS level on all emergency and non-emergency calls received under this Agreement at all times.

10. PERSONNEL

A. Staffing

1. CONTRACTOR shall ensure that all surge protection ambulances are staffed at all times with a minimum of one (1) Emergency Medical Technician ("EMT") certified in Sacramento County and one (1) paramedic, or two (2) paramedics whom are licensed and accredited in Sacramento County. All personnel shall be employees of CONTRACTOR.

B. General Employment Policies

1. Employee Wellness & Personnel Assistance Resources - CONTRACTOR shall ensure that all employees have access to a Wellness & Personnel Assistance program and/or resources.
2. Criminal Background Check – CONTRACTOR shall ensure that all employees providing services to METRO FIRE have undergone a background screening. The background screening shall include the following, and any employee or prospective employee failing to meet the CONTRACTOR's background screening criteria shall be disqualified from providing services under this Agreement:
 - a. Social Security Number Verification
 - b. Criminal Search (7 years or up to 5 criminal searches)
 - c. Employment verification to include eligibility for re-employment for each employer for 7 years
 - d. OIG List of Excluded Individuals/Entities (LEIE) pre-hire and monthly
 - e. Sex Offender Registry Check
 - f. GSA List of Parties Excluded from Federal Programs
 - g. Department of Motor Vehicle Driving History
 - h. State and Local Licensure/Accreditation Verification (No personnel assigned to CONTRACTOR ambulances under this Agreement shall have licenses/certification/accreditation that are on probation)
 - i. Drug Screen- cocaine, methamphetamine, opioids, barbiturates, THC
 - j. Upon request, provide METRO FIRE with a continuing certification of the requirements listed in this Section.
3. Physical Fitness Testing & Training - CONTRACTOR shall ensure that each EMT and paramedic maintains a level of physical fitness that allows them to meet the demands of the job throughout the entire term of the Agreement.

4. Driver History - CONTRACTOR shall require all ambulance drivers in its employ to submit a current California Department of Motor Vehicles Driving Record Report, as requested by METRO FIRE, within fifteen (15) days of the request.
 - a. CONTRACTOR shall utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance personnel in its employment.
5. Driver Training Program -CONTRACTOR shall require all ambulance personnel in its employment to successfully complete an approved emergency ambulance driver training program to ensure that ambulances are operated in a legal and safe manner. The driver training program shall be designed to verify driving proficiency upon hire and updated training shall be provided. The driver program shall meet or exceed industry standards. CONTRACTOR shall ensure that its vehicles are at all times operated in a safe manner.
6. Vehicle & Equipment Familiarity - CONTRACTOR shall ensure that all employees who staff any ambulance as part of this Agreement are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies.

C. Uniforms & Personal Protective Equipment

1. Uniforms - CONTRACTOR employees shall wear uniforms in accordance with CONTRACTOR'S own uniform policies and/or guidelines.
2. Personal Protective Equipment ("PPE") - CONTRACTOR shall ensure that employees have the appropriate PPE that meets national safety standards for EMS personnel and any local and State required PPE that may be implemented during the term of this Agreement.
3. Costs - CONTRACTOR or their employees shall bear all uniform and PPE related costs including cleaning, maintenance, repair, and replacement.

D. Employee Appearance & Behavior

1. General Appearance - CONTRACTOR shall ensure that employees at all times look and act in a professional manner to instill confidence in the public, and to preserve the reputation of METRO FIRE and the Fire Service/EMS profession generally.
2. Grooming & Hygiene - CONTRACTOR's employees shall be clean and well-groomed at all times while on-duty.
3. Mental Alertness - CONTRACTOR'S employees shall report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.

4. Conduct - CONTRACTOR's employees shall always act in a safe, professional, and courteous manner.

11. OPERATIONS

While on scene with a METRO FIRE responding unit(s), CONTRACTOR's employees shall work under the direction of the Incident Commander.

12. TIME STANDARDS

This Agreement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. CONTRACTOR's performance will be monitored throughout the term of the Agreement, and such performance shall be in accordance with standards outlined in the Sacramento County Emergency Medical Services Plan.

13. REPORTING AND DOCUMENTATION

The CONTRACTOR shall ensure that each crew is complying with the documentation required by applicable laws and standards set forth in SCEMSA policies.

14. CUSTOMER SERVICE AND RESOLVING COMPLAINTS ABOUT SERVICE

- A. CONTRACTOR shall perform customer satisfaction surveys as part of their customer service outreach program. CONTRACTOR shall notify METRO FIRE in writing of all complaints received while on a response during an ambulance surge protection deployment and the resolution outcome.
- B. Should complaints arise which are directed at level of care or response personnel action or inaction, such complaints shall be addressed within forty-eight (48) hours and reported to the METRO FIRE EMS Division with an explanation of actions taken or course of action or investigation.
- C. All complaints, in writing and verbal, reported to the CONTRACTOR either by a third party or by METRO FIRE relating to ALS ambulance transport services provided by CONTRACTOR shall be referred directly to the appropriate manager of the CONTRACTOR. It shall be the responsibility of said manager to conduct a thorough investigation, including discussions with appropriate employees and representatives of any external agency that may be making the complaint. A written report regarding the disposition of same shall be provided to METRO FIRE within fourteen (14) days of receipt of the complaint. The report provided to METRO FIRE shall state the name, address, and telephone number of the complainant, unless such disclosure would violate HIPAA compliance; the subject matter of the complaint; the date, time and location of the incident about which the complaint relates; witnesses to the incident; and the names of the employees involved in the incident. The report shall also include recommendations by CONTRACTOR for resolving the complaint or disposition of the complaint if already resolved.

- D. METRO FIRE's on-duty EMS Officer ("EMS24") must be notified immediately whenever a motor vehicle accident involving a CONTRACTOR ambulance providing service under this Agreement has occurred.
- E. Nothing stated herein precludes METRO FIRE from conducting an independent investigation of any complaint.

15. LICENSES AND CERTIFICATES

CONTRACTOR shall maintain all necessary State and local licenses, permits, certifications, approvals, and authorizations in order to perform all of its obligations in connection under this Agreement.

16. COMPLIANCE WITH LAWS

In the performance of this Agreement CONTRACTOR shall abide by and conform to (and shall ensure that CONTRACTOR's employees, agents and representatives, if any, shall abide by and conform to) any and all applicable laws, statutes, safety rules, regulations, and practices of the United States, the State of California, the policies and procedures as provided to CONTRACTOR by METRO FIRE, and any other local laws. Such compliance includes, but is not limited to, the California Health and Safety Code, the California Vehicle Code, and the County of Sacramento Emergency Medical Service policies and procedures.

- A. CONTRACTOR is required to have a comprehensive plan and policies and procedures to comply with the provisions of HIPAA and the current rules and regulations enacted by the Department of Health and Human Services. CONTRACTOR is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. CONTRACTOR shall report any violations of HIPAA rules and regulations to METRO FIRE immediately along with CONTRACTOR's action to mitigate the effect of such violations. The three major components of HIPAA include:
 - 1. Standards for Privacy and Individually Identifiable Health Information.
 - 2. Health Insurance Reform: Security Standards.
 - 3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.
- B. CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and any laws of the State of California which prohibit discrimination or harassment in the workplace. CONTRACTOR shall ensure that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor or classification protected by Federal of California State Constitutional or statutory law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- C. The Parties shall comply with all applicable Federal, State, and local laws, regulations and ordinances including all provisions of any Federal, State, or local Anti-Kickback statute or regulation. CONTRACTOR shall be fully familiar with any such applicable laws, regulations or ordinances that apply to the services under this Agreement and maintain compliance with those applicable standards at all times.

17. INSURANCE

- A. Without limiting METRO FIRE's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and continuously maintain during the term of this Agreement without a lapse in coverage, insurance coverage as follows:

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

- | | | |
|----|------------------------------|-------------|
| 1. | General Liability Aggregate: | \$3,000,000 |
| 2. | Products Comp/Op Aggregate: | \$3,000,000 |
| 3. | Personal & Adv Injury: | \$1,000,000 |
| 4. | Each Occurrence: | \$1,000,000 |
| 5. | Fire Damage: | \$100,000 |

Automobile Liability

1. Commercial Automobile Liability (for corporate/business owned vehicles, including non-owned and hired vehicles) - \$5,000,000 Combined Single Limit
2. 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

1. Per Statute
2. \$1,000,000 per accident for each accident
3. \$1,000,000 for disease
4. This policy shall be endorsed to waive the insurers' subrogation rights against the District.

Professional liability

1. Professional Liability including Medical Malpractice and Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

Additional Insured

The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects to liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, premises owned, occupied or used by CONTRACTOR, or

automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to METRO FIRE, its officers, directors, officials, employees, or volunteers.

CONTRACTOR shall provide thirty (30) days written notice of cancellation of any policy of insurance required under this Agreement or any material change(s) of said insurance policies. CONTRACTOR 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 required insurance coverages outlined in this section shall not limit the amount of coverage provided to the CONTRACTOR, but shall be the minimum requirements acceptable to the DISTRICT.

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

CONTRACTOR covenants and agrees that METRO FIRE'S insurance requirements shall not be construed to and in no manner limit or restrict the liability of CONTRACTOR.

- B. All insurance required herein shall be written by insurers admitted to do business in the State of California, and maintaining a Best's rating of no less than A.
- C. Prior to commencing any work under this Agreement, CONTRACTOR shall provide to METRO FIRE Certificates of Insurance which set forth insurance coverages as required under this Agreement, and any endorsements to any insurance policy which identifies METRO FIRE as an additional insured under each policy required by this Agreement. METRO FIRE has the right to demand, and to receive, within a reasonable time period, copies of any insurance policies required under this Agreement.

Certificates of Insurance and all required endorsements shall be sent to:

Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
(916) 859-4372

or
purchasing@metrofire.ca.gov

- D. In addition to any other remedies METRO FIRE may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, METRO FIRE may, at its sole option:
 - 1. Order CONTRACTOR to stop work under this Agreement until CONTRACTOR demonstrates compliance with the requirements hereof.

2. Terminate this Agreement immediately. Exercise of any of the above remedies, however, is an alternative to other remedies METRO FIRE may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages (to persons or property) resulting from CONTRACTOR's performance of, or failure to perform, the work covered under this Agreement.

18. COMPENSATION TO CONTRACTOR

CONTRACTOR shall be responsible for all patient and third-party payor billing and shall bill in accordance with all applicable laws and a patient's applicable health plan. CONTRACTOR shall not seek payment from METRO FIRE for the services provided under this Agreement, or, if applicable, for providing emergency ambulance services to Sacramento County prisoners and Sacramento County-qualified medically indigent persons.

19. TERMINATION

A. By Either Party without Cause

Either party may terminate this Agreement without cause with sixty (60) days' prior written notice to the other party.

B. By METRO FIRE for Cause

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

1. Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for thirty (30) days after METRO FIRE has given the CONTRACTOR notice in writing. If the failure cannot be remedied within thirty (30) days, then METRO FIRE, at its discretion, may extend, in writing, the time period, or terminate this Agreement.
2. 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;
3. The appointment of a receiver for the CONTRACTOR; or
4. For reasons including, but not limited to, unethical or criminal activities.

In the event either subparagraphs 1, 2, 3, or 4 occur, METRO FIRE will have the right to terminate this Agreement immediately, which shall be done in writing and sent to the CONTRACTOR via certified, U.S. Mail.

C. By Mutual Agreement

This Agreement may be terminated by written mutual agreement of the CONTRACTOR and METRO FIRE.

20. BREACH OR DEFAULT OF AGREEMENT; FACTORS CONSTITUTING CAUSE

- A. CONTRACTOR's failure to perform the covenants, conditions, terms, and/or requirements set forth in this Agreement in the time and manner specified shall constitute a material breach of this Agreement and cause for termination.
- B. It is the intention of METRO FIRE to communicate all issues directly to CONTRACTOR prior to official breach notification so the parties can work to resolve as possible breaches or issues.
- C. In addition to the factors identified in Paragraph A of this Section of the Agreement, conditions or circumstances constituting a material breach by CONTRACTOR, which constitute grounds for termination under Section 19 (B) of this Agreement, may include but are not limited to the following:
 - 1. Failure of CONTRACTOR to operate in a manner which enables METRO FIRE and CONTRACTOR to remain in compliance with the requirements of the SCEMSA ambulance ordinance and related rules and regulations.
 - 2. Willful falsification or unreasonable withholding of data supplied to METRO FIRE or to the Local EMS Agency (LEMSA) during the course of operation, including, but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under this Agreement.
 - 3. Failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
 - 4. Failure of CONTRACTOR to maintain all required vehicle maintenance schedules and records as set forth in this Agreement.
 - 5. Failure of CONTRACTOR to maintain all training and continuing education per Sacramento County LEMSA and SCEMSA policies and procedures and State regulations.
 - 6. Failure of CONTRACTOR to meet any other clinical requirements contained or referenced in this Agreement.
 - 7. Failure or refusal of CONTRACTOR to respond to any request of METRO FIRE, the Fire Chief or designee concerning the operation of the EMS delivery system in METRO FIRE, within forty-eight (48) hours.
 - 8. Direct transfer of ownership or any change in ownership of CONTRACTOR.

9. Disruption of service due to failure to maintain CONTRACTOR's ambulance vehicle maintenance.
10. The lapse of any license, permit, or approval issued to CONTRACTOR necessary to provide the services under this Agreement by a Federal, State or local government.
11. The breach or default by CONTRACTOR of any material provision of this Agreement or any covenant specifically contained herein or incorporated by reference.
12. The loss by CONTRACTOR of legal capacity to contract.
13. CONTRACTOR becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or suffers or fails to pay and discharge within ninety (90) days of entry any final judgment (after exhaustion of any period of appeals) by any court in an amount of one hundred thousand dollars (\$100,000) or more.
14. CONTRACTOR files, or there is filed against CONTRACTOR, a petition to have CONTRACTOR adjudicated a bankrupt, or a petition for a reorganization or arrangement under any law relating to bankruptcy or insolvency.
15. CONTRACTOR is enjoined or prohibited by any court of competent jurisdiction from performing services under this Agreement.
16. The assets of CONTRACTOR are assumed by a trustee or other person pursuant to a judicial proceeding.
17. CONTRACTOR breaches or defaults in the performance of any of CONTRACTOR's material duties or obligations arising under this Agreement involving the payment of money, and after receiving written notice thereof from METRO FIRE fails within thirty (30) days from receipt of such notice to have fully cured and corrected such breach or default.
18. Lapse of insurance required under this Agreement.
19. An unconsented assignment or delegation as defined herein below.
20. Failure to manage and resolve citizen complaints to the satisfaction of METRO FIRE or the Fire Chief.
21. CONTRACTOR shall not utilize any Protected Health Information ("PHI") or reports containing PHI generated as a result of this Agreement for any purpose not expressly authorized by METRO FIRE. Unauthorized disclosure of any PHI shall be considered a material breach .

- D. No waiver of any Event of Breach or Default shall be valid or effective unless in writing and signed by METRO FIRE. Any waiver of any one Event of Default or Breach shall not constitute, or be construed as creating, a waiver of any other Event of Default or Breach, and/or a waiver of any other right or entitlement under this Agreement.
- E. Nothing herein shall act as any limitation upon the remedies available to METRO FIRE whether at law or equity, or otherwise, in the event of a material breach or default of this Agreement or termination of the Agreement for Cause.

21. WAIVER

Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless stated to be such, in writing, by METRO FIRE and attached to the original Agreement.

22. DISPUTES BETWEEN CONTRACTOR AND METRO FIRE

In the case of material breach of this Agreement either party hereto may give the other party written notice of any dispute with respect to this Agreement. Such notice shall propose a date and location for a meeting of the Parties hereto, at which, the Parties shall attempt to resolve such dispute. Parties shall mutually agree upon a date within five (5) days' notice. METRO FIRE shall cause a record to be kept of the proceedings conducted and information presented during such meeting.

23. NO THIRD PARTY RIGHTS

The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

24. RETENTION OF RECORDS

CONTRACTOR shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than ten (10) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, CONTRACTOR shall make these records available to authorized representatives of METRO FIRE, the State of California, and the United States Government.

25. LAWS GOVERNING CONSTRUCTION OF TERMS

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.

26. INTEGRATION CLAUSE

This writing and CONTRACTOR's response to METRO FIRE's qualification process constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the Parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the Parties hereto.

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

27. ASSIGNMENT AND DELEGATION

CONTRACTOR may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of METRO FIRE, which consent may be withheld by METRO FIRE. Any attempted assignment or delegation in derogation of this paragraph shall be void.

28. NOTICES

Any notice or demand required or permitted to be given by the terms of this Agreement, or by any law or statute may be given by METRO FIRE by depositing said notice or demand in the U.S. Mail, postage prepaid, addressed to CONTRACTOR at CONTRACTOR's address set forth below or any new address provided by CONTRACTOR in writing to METRO FIRE. Service of said notice or demand on CONTRACTOR shall be complete five (5) days after deposit of said notice or demand in the mail. Any notice or demand required or permitted by the terms of this Agreement or by any law or statute may be given by CONTRACTOR by delivering said notice or demand to METRO FIRE at:

To METRO FIRE:

Sacramento Metropolitan Fire District
Attn: Fire Chief
10545 Armstrong Avenue, Suite 200
Mather, California 95655-4102

To CONTRACTOR:

[Insert CONTRACTOR mailing address]

29. EFFECTIVE DATE AND AUTHORITY

CONTRACTOR and CONTRACTOR's signatory represent that the signatory holds the position set forth below their signature and that the signatory is authorized to execute this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR hereto.

This Agreement shall be effective on the date on [INSERT DATE].

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Sacramento Metropolitan Fire District:

[INSERT CONTRACTOR]:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Sacramento Metropolitan Fire District

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

TODD HARMS
Fire Chief

DATE: February 10, 2022
TO: Board of Directors
SUBJECT: FY2019 Homeland Security Grant Program – Urban Area Security Initiative Grant Award

BACKGROUND

On February 2, 2021, the Sacramento Metropolitan Fire District (Metro Fire) submitted an application to the Sacramento Urban Area Working Group under the FY2019 Homeland Security Grant Program – Urban Area Security Initiative (UASI) for the purchase of a portable high-pressure mass spectrometry (HPMS) trace detection analyzer to enhance hazardous materials response team (HMRT) capabilities to more accurately detect synthetic opioids, explosive precursors, fourth generation chemical warfare agents, and other toxic hazardous materials in trace quantities. The portable HPMS trace detection analyzer is a multi-mission tool utilized to conduct chemical, explosive, priority drug (i.e., methamphetamine, fentanyl/synthetic opioids, etc.) and hazardous materials operations. The requested device would enhance all-hazards incident planning, response, and recovery capabilities in the region.

DISCUSSION

On February 2, 2022, Metro Fire received a notice of award from the City of Sacramento (City) for the full funding request. The City is the administering agency for UASI funding for Sacramento Urban Area Working Group projects. The performance period of this grant award is February 15, 2022 through May 15, 2022.

FISCAL IMPACT

Grant funding in the amount of \$105,000 will be added to the FY2021/22 Final Budget through approval of the attached budget amendment. There is no match requirement.

RECOMMENDATION

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

Submitted by:

Erin Castleberry
Administrative Specialist

RMarie Jones
Accounting Specialist



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-____

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

A RESOLUTION ACCEPTING FY2019 HOMELAND SECURITY GRANT PROGRAM – URBAN AREA SECURITY INITIATIVE GRANT AWARD

WHEREAS, the Sacramento Metropolitan Fire District (Metro Fire) provides fire protection, emergency medical services and hazardous material response to a population of over 719,000 throughout a 359 square mile area; and

WHEREAS, Metro Fire submitted a Homeland Security Grant Program – Urban Area Security Initiative application totaling \$105,000 for the purchase of a portable high-pressure mass spectrometry trace detection analyzer; and

WHEREAS, Metro Fire received an award notification on February 2, 2022 in the amount of \$105,000 to fund the purchase of the requested equipment.

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

1. Accept a grant award in the amount of \$105,000 from the FY2019 Homeland Security Grant Program – Urban Area Security Initiative.
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to enter into and execute the agreement with the City of Sacramento and further, authorizes the Fire Chief or his designee to execute the required and necessary documents to administer the funds awarded.

PASSED AND APPROVED this 10th day of February, 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

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RESOLUTION NO. 2022-_____

TODD HARMS
Fire Chief

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

RESOLUTION ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR THE GRANTS FUND 212G FOR THE FISCAL YEAR 2021/22

WHEREAS, the Sacramento Metropolitan Fire District (District) has accepted a FY2019 Homeland Security Grant Program – Urban Area Security Initiative grant award in the amount of \$105,000; and

WHEREAS, on September 9, 2021, the District adopted the Final Budget for the Grants Fund 212G for Fiscal Year 2021/22, which did not include this funding.

THEREFORE, BE IT RESOLVED, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Grants Fund 212G for the Fiscal Year 2021/22 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET INCREASE/ (DECREASE)
43430300	212G	2126000	2126000000	EQUIPMENT	\$105,000
95953100	212G	2126000	2126000000	AID/OTHER LOCAL GOV'T	\$105,000

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

PASSED AND APPROVED this 10th day of February, 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 · (916) 859-4300 · Fax (916) 859-3700

TODD HARMS
Fire Chief

DATE: February 10, 2022
TO: Board of Directors
SUBJECT: Notice of Award – 908devices
UASI19 Portable High Pressure Mass Spectrometer (HPMS)

BACKGROUND

The Sacramento Metropolitan Fire District's (District) Board of Directors accepted a FY2019 Homeland Security Grant Program – Urban Area Security Initiative (UASI) grant award in the amount of \$105,000 for the purchase of a portable high pressure mass spectrometry (HPMS) trace detection analyzer to enhance hazardous materials response team (HMRT) capabilities.

DISCUSSION

The District has identified the MX908 Handheld High Pressure Mass Spectrometer, manufactured by 908devices, as the desired equipment. Currently, detection technology and available equipment is only able to perform substance identification given a bulk (visible) sample of material. The benefit of the MX908 device above existing fourier-transform infrared spectroscopy (FTIR) and Raman spectroscopy technology is the ability to perform substance detection and identification at trace levels, at and below which there is not enough visible physical material to sample and perform identification using the aforementioned FTIR and Raman technologies. Additionally, the prevalence of powerful synthetic opioids (fentanyl) threatening the welfare of the public and emergency responders necessitates the ability to quickly and accurately detect the presence of opioids in small concentrations.

The MX908 is the only high pressure mass spectrometer available that can rapidly detect and identify, at trace levels, unknown chemicals, including chemical weapons, toxic industrial chemicals, highly toxic narcotics, precursors, and explosives. In addition, the MX908 is the only field-deployable tool for rapid trace detection and identification of A-series nerve agents, also known as Fourth Generation Agents at low nanogram levels.

Since the requested product has unique design/performance specifications that are not available in comparable products, the purchase satisfies the District's requirements for an exception to the competitive bidding process.

FISCAL IMPACT

The total cost for the requested device is \$103,204.58, which will be fully funded by the UASI19 grant award.

RECOMMENDATION

Staff recommends the Board approve the purchase of the MX908 Handheld High Pressure Mass Spectrometer from 908devices.

Submitted by:

Mark Jones, Purchasing Manager