



Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway, Sacramento, CA 95827-3006
www.srfecc.ca.gov

MEETING AGENDA
REGULAR MEETING OF THE GOVERNING BOARD OF SRFECC

Tuesday, October 10, 2023,

9:00 AM

Sacramento Metropolitan Fire Department
10545 Armstrong Avenue, CA 95655

THE BOARD WILL CONVENE IN AN OPEN SESSION AT 9:00 A.M.

Call to Order

Chairperson

Roll Call of Member Agencies

Clerk of the Board

PRIMARY BOARD MEMBERS

Chad Wilson, Chairperson

Assistant Chief, Folsom Fire Department

Scott Williams, Vice Chairperson

Assistant Chief, Sacramento Fire Department

Christopher Greene, Board Member

Assistant Chief, Sacramento Metropolitan Fire District

Troy A. Bair, Board Member

Deputy Chief, Cosumnes Community Services District

PLEDGE OF ALLEGIANCE

AGENDA UPDATE: An opportunity for Board members to (1) reorder the agenda; and (2) remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. The duration of the comment is limited to three (3) minutes.

PRESENTATION:

None

RECESS TO CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

Center Negotiator(s)

Lindsay Moore, Counsel

Josh Freeman, Chief Executive Director

Employee Organization(s)

Teamsters Local 150

Teamsters Local 856

Unrepresented Administrators

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

Employee Evaluation:

Chief Executive Director

Operations Manager

Administrative Manager

*INDICATES NO ATTACHMENT

3. **CONFERENCE WITH LEGAL COUNSEL:** Anticipated Litigation*

Pursuant to California Government Code Section 54956.9(b) The Board will meet in closed session to discuss significant exposure to litigation.

One (1) potential case(s).

RECONVENE TO OPEN SESSION:

CONSENT AGENDA: Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to the committee, and other consent matters. The Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

None

PROPOSED ACTION: Motion to Approve Consent Agenda

STAFF REPORTS/ACTION ITEMS:

1. **SUBJECT:** Board Up RFP – General Procedures Agreement Revision (Staff Report 23-28) Page 4

- a. **Recommendation:** Approve updated board policy 1.014 – Board Up Program

2. **SUBJECT:** Resolution to Fix Health Care Contributions (Staff Report 23-29) Page 18

- a. **Recommendation:** The Board of Directors approve and ratify Resolution 23-29, Fixing Employer Health Care Contributions.

DISCUSSION/POSSIBLE ACTION:

None

INFORMATION:

None

CORRESPONDENCE:

None

CENTER REPORTS:

1. Operations Manager Todd*
2. Administration Manager Shmatovich*
3. Chief Executive Director Freeman*

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

None

BOARD MEMBER COMMENTS:

None

*INDICATES NO ATTACHMENT

ADJOURNMENT:

The next scheduled Board Meeting is Tuesday, October 24, 2023

LOCATION: Sacramento Metropolitan Fire District
10545 Armstrong Avenue, CA 95655

TIME: 9:00 a.m.
Board Members, Alternates, and Chiefs

POSTED: 10230 Systems Parkway, Sacramento, CA 95827
www.srfecc.ca.gov
10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Chief Executive Director's Office at (916) 228-3070. Notification at least 48 hours prior to the meeting will enable the Center to make reasonable arrangements to ensure accessibility to this meeting.

POSTING:

This is to certify that on October 7, 2023, a copy of the agenda was posted at the following locations:

- 10230 Systems Parkway, Sacramento, CA 95827
- 10411 Old Placerville Rd – Suite #210, Sacramento, CA 95827
- The Center's website at – www.srfecc.ca.gov
- 10545 Armstrong Ave, Mather, CA 95655-4102

ATTEST:



KRISTIN D. ELLIS
CLERK OF THE BOARD



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

www.sfecc.ca.gov

STAFF REPORT (23-28)

DATE: October 10, 2023
TO: Board of Directors
FROM: Josh Freeman, Chief Executive Director
BY: Marissa Shmatovich, Administration Manager
SUBJECT: **BOARD UP RFP – GENERAL PROCEDURES AGREEMENT REVISION**

RECOMMENDATION

The Center recommends:

1. Approve updated board policy 1.014 – Board Up Program

BACKGROUND/ANALYSIS:

Historically the Center has required three bound copies of the RFP application. We are now proposing a transition towards a digital process where all application packets will be transmitted via email.

FINANCIAL ANALYSIS:

This change in board policy would not have any fiscal impacts outside of budgeted expenses.

MARISSA SHMATOVICH
ADMINISTRATION MANAGER

JOSH FREEMAN
CHIEF EXECUTIVE DIRECTOR

Attachments: Board Up RFP - General Procedures Agreement

JF:MS:ke:mb

**SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
MANUAL OF POLICIES**

POLICY: **1.014**

TITLE: **Board Up Program**

ADOPTED: **1/31/2017**

REVISED:

The SRPSCC ("CENTER") has established a Board-Up Program ("PROGRAM") to select General Contractors ("Program Participants") to perform emergency repairs to damaged buildings within the Cities in Sacramento County and in the County of Sacramento. The SRPSCC provides oversight and management of the PROGRAM pursuant to authority set forth in its Joint Powers Agreement.

Set forth below are the components of the Program:

- A. General Provisions,
- B. Criteria and Procedures for Selection,
- C. Rules of Performance,
- D. Required Insurances and Bonds.

A. General Provisions

1. The CENTER shall create a call-out list ("LIST") of Program Participants to be assigned, on an as needed basis, to perform emergency repairs to damaged buildings within the Cities and County of Sacramento.
2. Any contractor who wishes to be considered for placement on the authorized LIST as a Program Participant must file an application with the CENTER. Applications will be processed in accordance with Paragraph B, below.
3. The LIST shall include as many Program Participants as deemed necessary by the CENTER. Typically, the LIST will contain at least four (4) and up to six (6) contractors.
4. A Program Participant (including all persons employed by a Program Participant) is an independent contractor and is not an employee of the CENTER or any of the member agencies. The Program Participant is not authorized to and shall not represent itself as an agent of the CENTER or any of the member agencies. A Program Participant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees.

5. The CENTER may remove a Program Participant from the LIST at any time for any lawful reason.
 - a. Typically, this will occur when the CENTER has determined either that the contractor no longer meets all of the qualifications for inclusion on the LIST, or that the contractor has failed to perform work pursuant to this PROGRAM in a satisfactory manner when requested to do so.
 - b. Cause, however, is not required.
 - c. A removed Program Participant that requests a statement of the reason(s) for removal shall be provided with the reason(s) and may appeal the decision to the CENTER's Governing Board by filing a written notice of appeal with the Center Chief Executive Director not later than twenty (20) days after the date of mailing of the decision.
 - A review panel will conduct a review and will respond, in writing, within thirty (30) calendar days.
 - The appellant shall post Five Hundred Dollars (\$500.00) either in cash or cashier's check with the CENTER to cover all or a portion of appeal costs. Any and all costs of such appeal will be recovered by the CENTER. A full and complete accounting shall be supplied to the unsuccessful appellant with the findings.
 - The CENTER's decision is final.
 - d. A contractor removed from the LIST may apply for selection as a Program Participant in accordance with Paragraph B, below.
6. No emergency repair work shall be performed for, or on behalf of, any department or district by any person or contractor who is not on the List of Program Participants.
7. No work assigned pursuant to the PROGRAM may be sub-contracted.
8. Each Program Participant shall have on file with the CENTER a list of any person (including his/her job classification title) who may be dispatched to work pursuant to this PROGRAM.
9. All payments to Program Participants for work performed pursuant to the PROGRAM shall come solely from the company(ies) that insure the affected property.
 - a. If insurance is non-existent, or insufficient, or insurance payment is denied, any and all costs of operation shall be absorbed by the Program Participant.

- b. No Program Participant shall bill, charge or affix a fee to any person or entity other than the company(ies) that insure the affected property for services rendered pursuant to the PROGRAM. By way of illustration, and not limitation, person or entity includes:
 - property owners (including their representatives/agents/tenants); and/or
 - the CENTER (including its officers, agents, employees or representatives); and
 - any associated fire agency (its officers, agents, employees, representatives or parent or governing agency(ies)).
10. **Attachments A through D** are incorporated as though fully set forth in this document.

Criteria and Procedures for Selection

1. Minimum Qualification

To be considered for selection as a Program Participant, an applicant shall possess:

- a. A valid B contractor’s license issued by the Contractors State License Board (CSLB) of California and must provide a copy of the license to the CENTER.
- b. At least two (2) years of experience within the last five (5) years working as a licensed B General Contractor.
- c. A valid business license issued by a city in Sacramento County or by the County of Sacramento.

2. Selection Process

- a. The CENTER shall, on an as-needed basis, advertise an invitation to contractors to apply for placement on the LIST.
- b. An interested contractor shall submit their application that demonstrates proof of eligibility and satisfies the requirements set forth in the Request for Formal Proposals. The application should be submitted electronically to info@srfecc.ca.gov.
- c. Each Member Agency’s Fire Chief shall appoint a designee to serve on a panel to review the qualifications of contractors who have applied to be a Program Participant.
 - The panel, by majority vote, shall select those that are deemed most qualified and capable to serve as Program Participants.
 - The approved contractors shall be placed on the LIST.

- d. Following its establishment, the LiIST shall be presented to the CENTER's Governing Board at its next regular meeting for information.
- e. The LIST shall remain valid for a period not to exceed thirty-six (36) months unless the CENTER determines in its sole and absolute discretion to terminate the list earlier.

Rules of Performance

1. Creation of the List

- a. When the LIST is initially created, and each time it is re-created after a new application process, the order of Program Participants on the List shall be established by lot.
- b. If a Program Participant is supplemented to the LIST after its creation, they shall be added to the bottom of the LIST.
- c. A Program Participant is, at all times, in either On-call status or in Stand-By status.
- d. The LIST will be distributed via email to each Program Participant once per quarter.

2. Operation of the LIST

- a. Placement in On-Call status shall be on a rotating basis.
- b. On-call status shall be twenty-four (24) hours per day for fourteen (14) consecutive days.
- c. Program Participant must operate and provide the CENTER a single contact number for service requests.

3. Response to Assignment

- a. Authorized field personnel shall submit a request for Board-Up services to the CENTER.
- b. Only the CENTER will notify the On-Call Program Participant, or a stand-by Program Participant, of an assignment.
- c. A Program Participant must respond to a request for services by arriving at the specified location within sixty (60) minutes of notification of the assignment by the CENTER.
- d. If the On-Call Program Participant fails to respond, or advises the CENTER that they cannot respond in a timely manner, the CENTER will make the assignment to the next available Program Participant who is in Stand-By status.

4. On-Scene Protocol

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- a. The Program Participant shall exhibit orderly conduct when on-scene. The responding Program Participant shall:

- arrive promptly;
 - report any damage caused by the Program Participant to the Incident Commander immediately; and
 - exercise reasonable care of a professional in the industry in the performance of the on-scene work.
- b. The Program Participant shall not engage in any conduct that conflicts with, or violates, the duties of the CENTER as a public entity of the State of California (“Prohibited Conduct”). Such Prohibited Conduct includes, by way of illustration and not limitation:
- unprofessional conduct;
 - neglect of duty;
 - breach of the PROGAM guidelines;
 - illegal acts;
 - dishonesty;
 - acts of moral turpitude;
 - theft or misappropriation of funds;
 - vandalism, theft, misappropriation of, or other injury to, SRPSCC property;
 - vandalism, theft, misappropriation of, or other injury to, on-scene property;
 - any act injuring, abusing, or endangering others;
 - any act that might tend to bring the Program Participant or the SRPSCC, its employees, agents, or members of the Governing Board into public disrespect, contempt, scandal or ridicule;
 - any act that might reflect unfavorably on or endanger the reputation, integrity, or good will of the Program Participant or the SRPSCC, its officers, employees, agents, or members of the Governing Board;
 - violation of any lawful rule, regulation, ordinance, or statute;
 - use of vulgar or offensive language on-scene;
 - being under the influence of alcohol, illegal drugs, or other mind-altering substances during work hours;
 - consumption or use of alcohol, illegal drugs, or other mind-altering substances during work hours; or
 - allowing any unauthorized person to accompany or visit the Program Participant on-scene.
- c. Should it come to the CENTER’s attention that Program Participant, or its owners, employees, directors, agents, Board members, or others under its control, has engaged in (whether while on the LIST or before being placed on the LIST), or is presently engaging in, or will engage in, any such Prohibited Conduct, the CENTER may remove Program Participant from the List effective immediately as set forth in the PROGRAM procedures.
- d. Program Participant shall fully indemnify, defend, and hold harmless the CENTER and its employees, Board members, agents, and volunteers (collectively, the "Protected Persons") for any claims brought against the

CENTER, its employees, members of the Governing Board, agents, or volunteers arising or related to Prohibited Conduct of responding Program Participant.

- e. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Protected Persons with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Protected Persons at a Program Participant's sole expense, subject to each Protected Person's right to elect to decline such defense without prejudice to the other Protected Persons' right to elect to proceed with such defense.
- f. Upon arrival at the scene, a responding Program Participant (or their representatives) shall:
 - Report to the Incident Commander; and
 - Provide identification to the Incident Commander. At a minimum, identification shall include both of the following: (1) either a valid California state personal identification card or a valid California driver's license; *and* (2) a photographic identification card with the Program Participant's name and business logo.
- g. The Incident Commander will inform and instruct the responding Program Participant of the assignment on arrival at the site.
- h. At all times while on scene, the responding Program Participant, and its employees, are under the authority of, and shall comply with the requirements of, the Incident Commander.
- i. A responding Program Participant shall transport with them to every assignment, at a minimum, the equipment, supplies, and materials that are listed in Appendix A.
- j. A responding on-call Program Participant shall work expeditiously and continuously on the assignment until all required work is completed and shall remain on site until such work has been inspected by an authorized fire department or district representative.

5. Complaints About Operation of the PROGRAM

- a. A Program Participant may submit a complaint concerning either Field personnel or the operation of the PROGRAM. All complaints shall be in writing.
- b. Complaints Concerning Operation of the PROGRAM: Any such complaint shall describe, in detail, the action or inaction that is the subject of the complaint.
- c. Complaints Concerning Field Personnel: Any such complaint shall include the time, date, and location of the incident and, if known, names of the involved field personnel.
 - The CENTER will forward complaints concerning department or district personnel to the Operations Chief of the applicable department or district for their review and determination.

- The department or district shall investigate and, if appropriate, provide a response. Any response will be routed directly to the complainant. The response of the district/department is final.

6. Miscellaneous Provisions

- a. Only an Incident Commander, or higher ranking officer of a department or district, is authorized to approve a request to be paid for non-PROGRAM work by a Program Participant.
- b. To the furthest extent permitted by law, Program Participant shall defend, indemnify and hold harmless the CENTER Joint Powers Agreement, any contracting agency of the CENTER, the CENTER, and their respective agents, officers and employees, (collectively, the "Indemnities") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney fees arising out of, resulting from, or in connection with:
 - i. PROGRAM work performed, and/or
 - ii. The negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct or Program Participant, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants.
- c. The CENTER may accept or reject legal counsel Program Participant proposes to defend the Indemnities with, in its sole and absolute discretion, and may thereafter appoint legal counsel to defend the Indemnities at Program Participant's sole expense, subject to each Indemnitee's right to elect to decline such defense without prejudice to other Indemnitees right to elect to proceed with such defense.

Required Insurances and Bonds

To be placed on the List, and as a condition of remaining on the List and acting as a Program Participant, a Program Participant shall maintain in full force and effect at all times:

1. Workers' Compensation Insurance

- a. Workers' compensation insurance for all of its employees engaged in work under this Program.
- b. If any class of employees engaged in work under this Program, and is not protected under the workers' compensation statute, the Program Participant shall provide adequate insurance coverage for the protection of such employees not otherwise protected before work is commenced.

2. Automobile Insurance

A policy of automobile liability insurance covering the use of all owned, non-owned and hired vehicles with the following minimum limits of liability:

Bodily Injury: \$5,000,000, Combined Single Limit for Bodily Injury and/or
Property Damage

3. General Liability Insurance

A policy of coverage of not less than:

\$1,000,000.00 per occurrence for bodily injury and Property Damage combined.

4. Other Insurance

A Program Participant shall provide all other insurance required to be maintained under applicable laws, ordinances, and rules and regulations.

5. Provisions Applicable to All Insurances

a. A Program Participant is not eligible for assignment of work under the Program until all required insurance certificates and endorsements have been obtained and delivered in duplicate to, and approved by, the CENTER.

b. Each Certificate of Insurance and each Insurance Policy shall include the following:

- A clause stating:
“This policy shall not be non-renewed, canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to CENTER. Date of non-renewal, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”

c. A clause naming:
The CENTER, its trustees, officers, agents, employees and volunteers, member fire districts and member fire departments, individually and collectively, as additional insureds under the policy described; and that the insurance policy shall be primary to any insurance or self-insurance maintained by the CENTER.

6. If any Program Participant fails to maintain any insurance required by this PROGRAM, and provide evidence of coverage to the CENTER, that Program Participant is in default and will be immediately removed from the PROGRAM.

7. Compliance by the Program Participant with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve Program Participant from liability assumed under any provision of the PROGRAM requirements, including, without limitation, the obligation to defend and indemnify the CENTER, its trustees, officers, agents, employees and volunteers, and fire districts and fire departments, individually and collectively, as additional insureds.

- e. Program Participant shall produce a certified copy of any insurance policy required under this PROGRAM upon written request of the CENTER.
- f. If a Program Participant fails to provide and maintain insurance as required by the Program, the CENTER may, at CENTER's option, take out and maintain at the expense of Program Participant, such insurance in the name of Program Participant as the CENTER may deem proper, and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to Program Participant under the PROGRAM.

6. Required Bond

- a. A Program Participant shall furnish a fidelity bond in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) as security for faithful performance of its duties under the PROGRAM.
- b. Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure Section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury.

ATTACHMENTS

Minimum Tool and Supply Requirements (Attachment A)

Board Up Specifications (Attachment B)

City of Sacramento Resolution (Attachment C)

Program Participant Agreement (Attachment D)

**Attachment A to
SRPSCC Policy 1.014 – Board Up Program**

Minimum Tool and Supply Requirements

- A. All materials and equipment shall be maintained in good condition and stored in an orderly fashion.
- B. Safety shoes and hard hats will be used by all personnel on all sites.
- C. All equipment and work procedures will comply with CAL-OSHA Title 8.

Materials:

- 1. Film, new, plastic, minimum one thousand (1,000) square feet, six (6) mil thickness
- 2. Gasoline (in explosive proof can), for chainsaw
- 3. Lumber, framing: 2" x 4," 1" x 4"
- 4. Nails, duplex: 8's, 16's, assorted sizes of furring nails
- 5. Oil, for chainsaw
- 6. Plywood, new: minimum of twelve (12) full 4' x 8'sheets and four (4) half sheets), 1/2" thickness
- 7. Tape: duct
- 8. Tape: electrical
- 9. Wire: bailing
- 10. Wire, Nuts: assorted sizes

Tools:

- 1. Bolt Cutters, minimum length, 24"
- 2. Chisels, assorted, cold, wood, various sizes
- 3. Circuit tester
- 4. Come-along, 1 ton
- 5. Cord, extension, #12, 150'
- 6. Generator, electrical, 2,500 watt minimum
- 7. Hammers (2)
- 8. Jack, hydraulic
- 9. Jumper cables, 1 set
- 10. Knives, utility including extra blades
- 11. Ladder, extension, 16' minimum
- 12. Ladder, step, 6' minimum
- 13. Light, flood, working, 110 volt, clamp on
- 14. Lights, spotlights: hand-held, battery-powered (2)
- 15. Line, 3/8: 100 ft.
- 16. Hammers, 2 claw type, 5# sledge
- 17. Metal sheers, compound leverage
- 18. Mop

19. Nail puller, (crow's foot/cat's paw)
20. Pliers, vice grip style
21. Pliers, lineman's
22. Saw, chain (with extra chain)
23. Saw, hand, assorted metal cutting blades
24. Saw, portable electric circular type
25. Saw, hand, 8 point
26. Saw, portable electrical, reciprocating sawzall type with assorted blades including metal cutting
27. Screwdrivers, assorted flat tip and Phillips
28. Shears, compound leverage metal
29. Wrecking bar, minimum length, 36"
30. Wrench, pipe, assorted sizes
31. Wrench, crescent, assorted sizes to include 8" and 12"
32. Vacuum, capable of picking up water
33. Vise grip

**Attachment B to
SRPSCC Policy 1.014 – Board Up Program**

Board Up Specifications

Program services include:

- (a) Board-up: Plywood cover-up of all openings such as doors, windows, vent holes and fire openings to protect and secure the property.
- (b) Roof Coverings: Plastic and tarp cover-up of roof and the ceiling openings to prevent weather damage.
- (c) Electrical Restoration: Identify hazardous circuits and restore power when and as required.
- (d) Plumbing Restoration: Including the capping of broken water lines, sprinkler systems, sewage and gas lines.
- (e) Water Removal: The extraction of water from carpets, hardwood floors, etc. including the taking up of carpets and pads if necessary.
- (f) Debris Removal: The cleanup of debris as required, and the removal of debris from adjacent properties, streets and sidewalks.

Minimum Specification Requirements

Windows and Doors: A 3/4” exterior plywood shall be fitted to all outer door and window openings with a maximum of 1/8” clearance on all sides. Plywood doors shall be double hinged and installed with double hasp locks. Hinges and hasps locks are to be heavy duty type and securely fastened into a solid framing member. The installation shall be such that all exposed bolt or screw heads cannot be removed from the exterior. All window boards shall be fit to the screen inset molding stop.

Vent and Roof Openings: Whenever practical, all ventilation holes and roof openings should be covered with 3/4” plywood and then covered with a plastic tarp or sheeting. Every effort should be made to seal the roof from leaking.

Debris Piles: Any debris pile that is created by the board-up contractor shall be a minimum of 10’ from any structure.

**Attachment C to
SRPSCC Policy 1.014 – Board Up Program**

**Board Up Contractor
Acknowledgment and Agreement**

I certify that I have applied to be a Program Participant in the Board-Up Program established by the Sacramento Regional Public Safety Communications Center.

I acknowledge that:

1. I have been given a copy of the General Procedures for the Use of Contractors to Perform Emergency Repairs to Damaged Buildings.
2. All work within the City of Sacramento is also subject to Sacramento City Council Resolution 84-097 (February 7, 1984).

I agree that, if selected, I will, at all times, comply with the terms and conditions of the Board-Up Program, including by way of illustration and not by limitation those set forth in the Acknowledged Materials.

Date: _____

Date: _____

for the Sacramento Regional Public Safety
Communications Center

for the Contractor and Corporation

Contact Information:

Name: _____

Title: _____

Address: _____

Phone: _____

CSLB License #: _____



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007

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STAFF REPORT (23-29)

DATE: October 10, 2023
TO: Board of Directors
FROM: Josh Freeman, Chief Executive Director
BY: Marissa Shmatovich, Administration Manager
SUBJECT: **RESOLUTION TO FIX EMPLOYER HEALTH CARE CONTRIBUTIONS**

RECOMMENDATION

The Center recommends:

1. The Board of Directors approve and ratify Resolution 23-29, Fixing Employer Health Care Contributions.

BACKGROUND/ANALYSIS:

In accordance with Appendix C, Section (2) of the 856 Memorandum of Understanding, and Appendix B, Section (2) of the 150 Memorandum of Understanding:

Effective January 1, 2022:

- If there is an increase in monthly premium charged by Kaiser, the center and unit member will each pay 50% of that increase.

Medical Premiums increased by 11.78% this year, and the Center and employees each paid 5.89% of that increase. The resolution formally accepts and acknowledges the change in the Center contribution as required by CalPERS.

FINANCIAL ANALYSIS

This increase was anticipated as a part of the final budget, approved and resolved at the June 27, 2023, Regular Board Meeting.

Staff Report recommendation authorized by:

JOSH FREEMAN
CHIEF EXECUTIVE DIRECTOR

Attachments: Resolution 23-29, Fixing Employer's Health Care Contribution

JF:MS:ke



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

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RESOLUTION NO. FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) Sacramento Regional Fire/EMS Communications Center is a contracting agency under Government Code Section 22920 and subject to the Public Employee's Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to the maximum of \$917.53 per month with respect to employee enrolled for self alone, \$1,835.05 per month for employee enrolled for self and one family member, and \$2,385.57 per month for employee enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments; and be it further

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

RESOLVED, (c) That the participation of the employees and annuitants of Sacramento Regional Fire/EMS Communications Center shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of the State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulation pursuant to such Section. If it is determined that



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Sacramento Regional Fire/EMS Communications Center would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the Chief Executive Director to file with the Board a verified copy of this resolution, and to perform on behalf of Sacramento Regional Fire/EMS Communications Center all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2024.

Adopted at a regular meeting of the Governing Board at 10545 Armstrong Avenue, Mather, California, this 10th day of October, 2023.

Signed: _____
Chairperson

Attest: _____
Clerk of the Board