



DAN HAVERTY
Interim 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 AGENDA

Thursday, June 22, 2023 – 6:00 PM
Sacramento Metropolitan Fire District

Fire Station 68
12065 Cobble Brook Drive
Engine Bay
Rancho Cordova, CA 95742

&

Remotely Via Zoom
Phone: 1 (669) 444-9171
Webinar ID: 827 3461 0232 #
Passcode: 838771796 #

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

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

The Public's health and well-being are the top priority for the Board of Directors of the Sacramento Metropolitan Fire District and you are urged to take all appropriate health safety precautions. **To view the meeting via the Zoom Application, please click on the link above.**

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

Marni Rittburg
Board Clerk
(916) 859-4305

rittburg.marni@metrofire.ca.gov

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

D'Elman Clark
Board President
Division 6

Grant Goold
Board Vice President
Division 2

Ted Wood
Board Secretary
Division 4

Cynthia Saylor
Board Member
Division 1

Robert Webber
Board Member
Division 3

Jennifer Sheetz
Board Member
Division 5

Brian Rice
Board Member
Division 7

Gay Jones
Board Member
Division 8

John Costa
Board Member
Division 9



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REGULAR BOARD MEETING

THURSDAY, JUNE 22, 2023

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is also webcast at metro14live.saccounty.gov. Today's meeting replays on Monday, June 26, 2023 at 6:00 p.m. and Wednesday, June 28, 2023 at 2:00 p.m. on Channel 14. This meeting can also be viewed at youtube.com/metrocable14.

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

*The Board of Directors of the Sacramento Metropolitan Fire District appreciates and encourages public interest and welcomes questions and opinions at its meetings. Public members wishing to address the Board are requested to first be recognized by the presiding officer and identify themselves for the record. The presiding officer may, in the interest of time and good order, limit the number of public member presentations. Speakers' comments will be limited to **three (3) minutes** (Per Section 31 of the Board of Directors Policies and Procedures).*

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

CONSENT ITEMS:

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

CONSENT ITEMS

Page No.

1. **Action Summary Minutes** 5
Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of May 25, 2023.
2. **Second Reading and Adoption Amending Medical Aid and Ambulance Transport User Fee Ordinance** 11
Recommendation: Adopt Ordinance 2023-01 updating the Fee Schedule amending its Medical Aid and Ambulance Transport User Fees for the District.
3. **Preliminary Budget for FY 2023/24 Resolution Special Projects 212S** 21
Recommendation: Adopt the attached Resolution approving the preliminary budget for Special Projects Fund 212S.
4. **Agreement for Hazardous Materials Response Teams – Sacramento County** 24
Recommendation: Authorize the Fire Chief or his designee to execute and administer the attached agreement.



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REGULAR BOARD MEETING

THURSDAY, JUNE 22, 2023

5. **Special Fire Tax – Sloughhouse/Rancho Murieta Area** **45**
Recommendation: Adopt the Resolution authorizing the County Assessor to incorporate the \$100 per parcel Special Fire Tax.
6. **FY 2022/23 Grant Fund Budget Reallocation for Mobile Integrated (MIH)** **49**
Recommendation: Adopt Resolution implementing changes to the Mid-year Budget to reallocate funds within the Grant Fund.
7. **Station 50 Dormitory Remodel – RFB 23-05 Award Notification & Project Update** **52**
Recommendation: Receive the report

PRESENTATION ITEMS

1. **Presentation of Fee Schedule for Operational Permits, Plan Review, New Construction Inspections, General Fire and Life Safety Inspections** **54**
(Assistant Chief Law)
Recommendation: Receive presentation and prepare for public hearing on 7/13/23.

ACTION ITEMS:

1. **MIH Contract with Sacramento County** **122**
(BC Scott Perryman)
Recommendation: Adopt the Resolution and authorize the Fire Chief or his designee to enter into a contract for the services requested by Sacramento County.
2. **Nominate one Board Member for Special District Representative, Seat No. 7. to Sacramento LAFCo Special District Committee** **148**
(Board Clerk Marni Rittburg)
Recommendation: Consider nominating one Board Member to Sacramento LAFCo Special District Committee.

REPORTS

1. **PRESIDENT'S REPORT—***(President Clark)*
2. **FIRE CHIEF'S REPORT—***(Interim Fire Chief Haverty)*
OPERATIONS REPORT – *(Deputy Chief Mitchell)*
ADMINISTRATIVE REPORT – *(Deputy Chief Bailey)*
SUPPORT SERVICES REPORT – *(Deputy Chief Wagaman)*
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.



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REGULAR BOARD MEETING

THURSDAY, JUNE 22, 2023

- A. **Executive Committee – (President Clark)**
Next Meeting: TBD
- B. **Communications Center JPA – (DC Wagaman)**
Next Meeting: June 27, 2023 at 9:00 AM
Report Out: June 22, 2023 from June 13th Meeting
- C. **Finance and Audit Committee – (Director Wood)**
Next Meeting: July 27, 2023 at 5:30 PM
- D. **Policy Committee – (Director Costa)**
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

- Special Board Meeting – June 24, 2023 at 8:00 AM
- Special Board Meeting – June 25, 2023 at 1:00 PM
- Regular Board Meeting – July 13, 2023 at 6:00 PM


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

ANTICIPATED AGENDA ITEMS: TBD

Posted on June 19, 2023

Marni Rittburg, 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.



DAN HAVERTY
Interim Fire Chief

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ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, May 25, 2023

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

CALL TO ORDER

The meeting was called to order at 6:06 pm by President Clark. Board members present: Clark, Costa, Jones, Saylor, Sheetz, Webber and Wood. Board members absent: Gould and Rice. Staff present: Interim Chief Haverty, Interim Board Clerk Martucci and Board Clerk Marni Rittburg.

PUBLIC COMMENTS –

Public Comment Was Not Received.

CONSENT ITEMS

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

1. **Action Summary Minutes**

Recommendation: Approve the Action Summary Minutes for the Regular Board meeting of May 11, 2023.

Action: Approved the Action Summary Minutes.

2. **Appoint Delegate and Alternate to the Sacramento Regional Fire/EMS Communications Center Joint Powers Authority**

Recommendation: Appoint Assistant Chief Greene as the new primary delegate and Deputy Chief Tyler Wagaman as the alternate delegate for the SRFECC Joint Powers Authority effective June 1, 2023.

Action: Appointed primary and alternate delegates to SRFECC JPA effective June 1, 2023.

ACTION ITEMS

1. **Service Delivery Proposals – Changing Distribution of FDMs and MMPs**
(Deputy Chief Mitchell)

Recommendation: Adopt the attached Budget Amendment Resolutions

Action: Moved by Sheetz, seconded by Webber, and carried unanimously by roll call vote of members present to adopt staff's recommendation.

2. **Disclosure of Material Expenditure – General/Property/Liability Insurance – Fire Agencies Insurance Risk Authority** (*Brad Svenningsen, USI Insurance Broker*)
Recommendation: Authorize payment in the amount not to exceed \$2,264,952.00 to Fire Agencies Insurance Risk Authority
Action: Moved by Sheetz, seconded by Jones, and carried unanimously by roll call vote of members present to authorize payment in the amount not to exceed \$2,264,952.00 to Fire Agencies Insurance Risk Authority.

3. **FY2022 State Homeland Security Grant Program (SHSGP) Award**
Recommendation: Adopt the Grant Acceptance Resolution.
Action: Moved by Wood, seconded by Jones, and carried unanimously by roll call vote of members present to adopt Grant Acceptance **Resolution 2023-029**.

4. **Equipment Lease Financing Contract for FY 2022/23**
(CFO O’Toole)
Recommendation: Adopt Resolution to authorize the Fire Chief and/or Chief Financial Officer to enter into an Equipment Lease with JPMorgan Chase Bank, N.A.
Action: Moved by Webber, seconded by Saylor, and carried unanimously by roll call vote of members present to authorize the Fire Chief and/or Chief Financial Officer to enter into an Equipment Lease with JPMorgan Chase Bank, N.A. and adopt **Resolution 2023-030**.

REPORTS

1. **PRESIDENT’S REPORT** - (*President Clark*)
 No Report

2. **FIRE CHIEF’S REPORT** - (*Interim Chief Haverty*)

Interim Chief Haverty thanked all who attended the celebration of life for Director Matt Kelly.

1. **New Hire**

- a. Please join me in welcoming:
 - i. Ryan Ono and Jared Hodel, hired as Fire Inspector Is effective May 15;
 - ii. Marni Rittburg, hired as the District’s Board Clerk effective May 22; and
 - iii. Jeffrey Comer, hired as a Fire Mechanic effective May 22

1. **Recruitment**

- a. HR is accepting letters of interest:
 - i. From the rank of Captain/Paramedic for EMS Day Captain and EMS Shift Captain assignments. Final filing for both positions is by 4 PM on June 2.
 - ii. From our non-probationary Firefighter/Paramedics and Paramedics for the position of Metro Medic Program 23-1 Drill Instructor. The Drill Instructor position will be assisting Drill Master Fader with the upcoming 23-1 MMP

Academy Class. The Academy will start at the beginning of August and run 5 weeks in total.

- b. Congratulations to Battalion Chief Tony Peck for being selected to fill the Emergency Planning/Safety Day Battalion Chief assignment effective June 5. Battalion Chief Ross Carollo has been reassigned to his Suppression position effective June 4, 2023. The District would like to thank Battalion Chief Carollo for his dedication and commitment while working in Emergency Planning/Safety Division.

2. Miscellaneous

- a. We have already been focusing on items from your Special Meeting: Strategic Plan Workshop/Update, and tonight's presentations were a part of that body of work.
- b. We held two sessions this month for Reframing Organizations in which The Political Frame was presented and discussed.
- c. Metro Fire staff and assigned Board of Directors met with Sacramento County, as well as City of Citrus Heights elected officials and staff to discuss topics of mutual interest. Meetings will continue throughout the year on a quarterly basis.
- d. Fire Academy Class 23-1
Congratulations to the 12 recruits who graduated the fire academy on May 18, and thank you to the many members who had a part in their journey thus far.
END

OPERATIONS REPORT (*Deputy Chief Adam Mitchell*)

On behalf of DC Adam Mitchell, AC Greene provided the Operations Report.

Recruit Academy 23-1 Graduated last Friday night with 12 Probationary Firefighters starting on the line this week. One of the B-Shift Firefighters had their first "fire" within an hour of the start of their first shift. It is always great to see support of the Director's at the graduation ceremony, which is refreshing to all to celebrate our newest member's commitment to the District and citizens they will be serving.

Wildland season officially started this past Monday with a full grass fire response for suppression units. Due to the wet winter and delayed curing/drying of local grass crops, we have staggered start dates for Air Operations and Dozer Operations. Air Operations will go into service for the season starting this Memorial Day weekend and our Dozer Operations will go into service on June 1.

This week Metro Fire hosted a 3-day Auto-X class that is taught by approximately 10 of our members. This class has several of our members attending as students, joining Firefighters from all over Northern California. This is a grassroots class started several years ago by our members, and can be best described as auto extrication on steroids, teaching and evaluating complicated rescue techniques in challenging scenarios. Our PIO has great pictures on Metro Fire's social media which best represents the excellent curriculum presented.

ADMINISTRATIVE REPORT *(Deputy Chief Ty Bailey)*

On behalf of DC Bailey, Firefighter Tim White provided the Administrative Report. He spoke of the role of networking and representing the District in his recruiting role.

SUPPORT SERVICES REPORT *(Deputy Chief Tyler Wagaman)*

DC Wagaman gave a brief virtual report on the kitchen construction project at Fire Stations 101 and 105. Fire Station 50 Dorm Remodel Request for Proposals process is completed and the award should be on the next Board Meeting agenda.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT *(Vice President Matt Cole)*

BC Cole thanked those who attended the Celebration of Life for Matt Kelly. He also thanked the Board Members that attended the Academy Graduation 23-1. We appreciate the support from the Board on Service Delivery Proposals.

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 Clark)

Next Meeting: TBD

No Report

B. Communications Center JPA – (D.C. Wagaman)

Report Out: May 23, 2023 at 9:00 AM

Next Meeting: June 13, 2023 at 9:00 AM

DC Wagaman reported during their last meeting on May 23, 2023 both action items were approved and one of the items was an amendment to the Chief's contract.

C. Finance and Audit Committee – (Director Wood)

Report Out: May 25, 2023 at 5:00 PM

Next Meeting: July 27, 2023 at 5:30 PM

Director Wood reported they met this evening at 5 p.m. to discuss the Capital Improvement Plan and the FY 23/24 Preliminary Budget.

D. Policy Committee – (Director Costa)

Next Meeting: TBD

No Report

BOARD MEMBER QUESTIONS AND COMMENTS

Director Costa thanked FF Tim White for his recruitment efforts.

Director Sheetz welcomed new Board Clerk Marni Rittburg and other new employees to Metro Fire.

Director Saylor expressed concerns over the staffing challenges the Investigation Unit is experiencing.

Director Wood congratulated the 23-1 Academy Graduates.

Director Jones thanked staff for their presentations.

Director Webber stated he was impressed with the 3-day Auto-X class.

Director Clark thanked staff for the hard work and the presentations.

To view the video of the meeting, please visit the Metro Fire YouTube channel at:

<https://www.youtube.com/watch?v=FmK83lbPHIA&t=2s>

The Board recessed to Closed Session at 7:52 p.m. on the following items:

CLOSED SESSION

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

Steven Caldwell and the Sacramento Metropolitan Fire District
Claim # 4A22010AYUK-0001, – Workers Compensation Settlement Authority
Breanna Owen of Lenahan, Slater, Pearse & Majernik, LLP

Action: Moved by Webber, seconded by Costa, and carried unanimously by members present to give settlement authority to Metro Fire's third-party administrator.

- 2. PERSONNEL MATTERS – PUBLIC EMPLOYEE EMPLOYMENT
Pursuant to California Government Code Section 54957**

Fire Chief Selection Process

Action: The Board took no reportable action.

CLOSED SESSION REPORT OUT:

The board reconvened to open session at 8:32 p.m. and reported:

1. The Board met in closed session to consider item one, workers compensation settlement authority for the claim of employee Steven Caldwell, and the Board by unanimous vote agreed to provide authority to its third-party administrator to effectuate a settlement of the claim.

2. The Board met on the second closed session item, Fire Chief Selection Process, and no reportable action was taken.

ADJOURNMENT

The meeting was adjourned at 8:34 p.m.

D'Elman Clark, President

Ted Wood, Secretary

Marni Rittburg, CMC, Board Clerk



Sacramento Metropolitan Fire District

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

DATE: June 22, 2023
TO: Board of Directors
SUBJECT: Adoption of Ordinance 2023-01 Fee Adjustment for Medical Aid and Ambulance Transport Services

TOPIC

Adoption of Ordinance 2023-01, amending Ordinance 2017-01 adopted by the Board of Directors on August 10, 2017, and updating the District's medical aid and ambulance transport user fees. The effective date of the increase would be July 24, 2023, or as soon possible thereafter.

BACKGROUND

The Fire Protection District Law (Health & Safety Code §13800, et seq.) is the source of statutory authority for the District. Section 13916(a) provides that the District Board may charge a fee to cover the cost of any service which the district but limits the amount of the fee to the costs reasonably borne by the district in providing the service.

The District has established user fees to defray the costs of ambulance, medical aid, and rescue responses and other related services provided by the District. The fees were last reviewed in 2017 and have been adjusted annually by the change in the Medical Care Consumer Price Index (CPI).

Given increases in the cost of labor, medical supplies, and ambulances since 2017, staff felt it was appropriate to undertake a more thorough review of the cost of providing EMS related services to ensure that the fees being charged for such services are properly aligned with current costs. Recently, more public medical transport providers have converted to a single ambulance transport "base rate," as opposed to separate rates for Advanced Life Support (ALS) and Basic Life Support (BLS) transports.

DISCUSSION

A review of current EMS system costs and revenues demonstrates that the District is recovering roughly 34 percent of the cost of providing EMS services, with the balance covered by District property taxes and other general operating revenues. Using proposed FY 2023/24 budget amounts, the growth in EMS related expenses further outpace the growth in EMS revenue, with cost recovery declining to 32 percent of EMS system costs.

As a general rule, fees should be reviewed and adjusted roughly every five years or whenever there are significant changes impacting revenues or expenses. The last comprehensive review of EMS charges occurred in 2017, and since that time there

have been number of significant changes impacting the cost of pre-hospital emergency medical services provided by the District.

With these considerations in mind, staff initiated an EMS fee study and review of billing practices, with the following goals:

- Decrease reliance on property taxes and other general operating revenues to fund EMS system expenses by ensuring EMS cost recovery is at least keeping pace with EMS costs;
- Establish a methodology to support an increase in EMS fees;
- Identify opportunities to streamline and lower costs associated with EMS service billing.

The results of the study support an increase in EMS fees/cost recovery. Furthermore, a review of the billing practices used by other major public transport providers, and discussions with the District's current billing service provider, suggest that changing to a single base rate for an ambulance transport would result in reduced billing charges.

The current and recommended fees are shown in the following table:

	July 1, 2023*	Recommended
First Responder Fee	\$447	\$500
Treat/No Transport Fee	\$447	-
Assessment at Scene	-	\$500
Emergency Ambulance Transport Base Rate	-	\$2,780
ALS Bundle Base Rate	\$2,325	-
BLS Bundle Base Rate	\$2,114	-
Mileage	\$41	\$50
Oxygen	\$171	\$178
Night Charge	\$152	\$158
Cardiac Monitor	\$133	\$138

*Reflects annual CPI increase over prior year: 3.9 percent effective July 1, 2023

The recommended fees were developed using updated costs from the 2023/24 preliminary budget. ATTACHMENT A contains the cost analysis used to develop the Emergency Ambulance Transport Base Rate and ATTACHMENT B contains the cost analysis used to develop the First Responder Fee (involving transport) and Assessment at Scene (no transport). The recommended charges for Oxygen, Night Charge and Cardiac Monitor charges are based on the current rate plus a Medical Care CPI adjustment. ATTACHMENT C provides a comparison of other regional public agency EMS providers.

Most of the increased revenue from the fee adjustments would come from emergency ambulance transports. As noted in the following table, over 95 percent of transport revenues come from some form of medical insurance (private pay, Medicare, and MediCal), with private payers representing less than 5 percent of payments. Overall, 95 percent of EMS fee revenue is derived from transports, and 5 percent from assessments at scene.

PaySource	TRANSPORTS	ASSMT at SCENE
	Run Percentage	Run Percentage
Insurance	14.40%	20.00%
Private Pay	4.60%	38.00%
Medicare/Workers Comp/VA	49.50%	5.00%
MediCal	31.50%	37.00%
	100.00%	100.00%

FISCAL IMPACT

The recommended fee adjustments are estimated to generate an additional \$4 million of EMS service cost recovery during FY 2023/24 and maintain EMS cost recovery at approximately 34 percent. Not approving the fee adjustments would result in an increased use of property taxes and other general operating revenues to fund EMS system costs and reduce funding available for other emergency services provided by the District.

RECOMMENDATION

Staff recommends adoption of Ordinance 2023-01, an Ordinance of the Sacramento Metropolitan Fire District Amending Its Medical Aid and Ambulance Transport User Fees.

Submitted by:

Dave O'Toole
Chief Financial Officer

Approved by:

Dan Haverty
Fire Chief

Jon Rudnicki
Assistant Chief, EMS

ATTACHMENTS:

- Attachment A Base Rate Cost Analysis
- Attachment B First Responder Cost Analysis
- Attachment C Fee Comparison
- Ordinance 2023-01



DAN HAVERTY
Interim Fire Chief

Sacramento Metropolitan Fire District

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PROPOSED ORDINANCE NO. 2023-01

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

AN ORDINANCE OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT AMENDING ITS MEDICAL AID AND AMBULANCE TRANSPORT USER FEES FOR THE SACRAMENTO METROPOLITAN FIRE DISTRICT

The Board of Directors of the Sacramento Metropolitan Fire District ordains as follows:

SECTION 1:

- 1) On November 1, 2000, the Board of Directors of Sacramento Metropolitan Fire District adopted Resolution 31-00 establishing a schedule of fees authorized under Health and Safety Code Section 13916 for providing ambulance, medical aid, and rescue services as set forth in **Exhibit "A"**, attached hereto and incorporated herein.
- 2) On January 12, 2012, the Board of Directors of Sacramento Metropolitan Fire District adopted Ordinance 2012-01 amending its medical aid and ambulance transport user fees.
- 3) On August 24, 2017, the Board of Directors of Sacramento Metropolitan Fire District adopted Ordinance 2017-01 establishing an annual adjustment to the fees based on the percentage change in the Consumer Price Index (CPI), as specified in Section 7 below.

SECTION 2:

By adopting this Ordinance, the Sacramento Metropolitan Fire District is amending its schedule of fees to defray the costs of ambulance, medical aid, and rescue responses and other related services furnished by the District. The Board of Directors of the Sacramento Metropolitan Fire District directs that the fees shall be applied uniformly, as allowed by law, and collected in full subject to the provisions of Section 3 of this Ordinance.

SECTION 3: Waiver of Fees

- A. The Fire Chief may waive applicable fees or costs when he/she or designated representative determines it is in the best interest of the Fire District to do so. The Fire Districts compassionate billing policy will be utilized to make these decisions.

- B. The medical supply restocking fees will not be charged when those supplies used are replenished from other sources without charge to the Fire District.
- C. The District may choose to accept actual amount of payments from the insurance carrier for emergency response.

SECTION 4:

To the extent that the terms and provisions of this ordinance are inconsistent or otherwise in conflict with any terms or provisions of prior ordinances, including Resolution 31-00 or other enactments of the District's Board of Directors, the terms of this ordinance shall control with respect thereto.

SECTION 5:

The fees and charges imposed by this ordinance are for the purpose of meeting operating expenses in connection with the services provided for the particular activity referred to in each charge. These include costs for employee wage rates and fringe benefits, supplies, equipment, or materials, related to the service being provided, and the cost to maintain the particular service within existing service areas.

SECTION 6:

If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions and the Board declares that it would have adopted each part of this ordinance irrespective of the validity of any other part.

SECTION 7: Ambulance Fee Annual Adjustment

The fees identified in **Exhibit "A"** shall be adjusted annually, beginning July 1, 2018, and each July 1st thereafter, by the percentage change in the Consumer Price Index (CPI) Series Title Medical Care in the U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve (12) month period ending December 31 of the preceding calendar year.

Approval by the Board of Directors shall be by resolution, adopted at a regularly scheduled meeting of the Board prior to enactment of the increase.

SECTION 8:

This ordinance shall take effect on July 24, 2023.

SECTION 9: Revision of Fee Schedule

The Board of Directors of the Sacramento Metropolitan Fire District may, from time to time, revise this fee schedule as a result of changes in operating expenses of the District. Such revisions shall be adopted in the form of amendments to this ordinance, after public comment at a regularly scheduled meeting of the Board in accordance with Health and Safety Code Section 13916.

Effective July 24, 2023, and subject to the annual ambulance fee adjustment described above, the fee schedule will be as set forth in Exhibit A:

The first reading of this Ordinance was introduced at a regular meeting held on the **8th day of June 2023**.

Second reading of this Ordinance was adopted by the Board of Directors of the Sacramento Metropolitan Fire District at a regular meeting held on the **22nd day of June 2023**, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

ATTEST:

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

Sacramento Metropolitan Fire District
Ambulance, Medical Aid, and Rescue Response and Related Fees

EXHIBIT "A"

First Responder Fee	\$376.00
Treat/No Transport Fee	\$376.00
<hr/>	
ALS Bundle Base Rate:	\$2032.00
BLS Bundle Base Rate:	\$1849.00
Mileage:	\$36.21
Oxygen	\$150.43
Night charge:	\$132.52
Cardiac monitor:	\$117.28

First Responder Fee	\$500
Assessment at Scene	\$500
Emergency Ambulance Transport Base Rate	\$2,780
Mileage	\$50
Oxygen	\$178
Night Charge	\$158
Cardiac Monitor	\$138

BASE RATE COST ANALYSIS

EMS CALLS FOR SERVICE					
	GEMT 2022 Q1	17,505			
	GEMT 2022 Q2	17,953			
	GEMT 2022 Q3	17,864			
	GEMT 2022 Q4	18,729			
	2022 EMS Calls	<u>72,051</u>	<u>74,573 Plus 3.5% 2023</u>		
		FY 2022-23 Estimated	FY 2023-24 Proposed		
966900	MEDICAL CARE (MEDIC FEES)	\$44,500,000	\$45,504,720		
966910	GEMT REIMBURSEMENT	3,300,000	500,000		
	IGT TRANSFERS IN	15,783,736	21,052,668		
	EMS System Revenue	<u>\$63,583,736</u>	<u>\$67,057,388</u>		
	Avg EMS System Revenue/EMS Call	<u>\$882</u>	<u>\$899</u>		
OPERATIONS		Allocated	Direct	Allocated	Direct
EMS	EMER MEDICAL SERVICES		\$10,044,884		\$12,864,386
SRP	SINGLE ROLE PARA PRG		3,637,936		4,281,319
OPE	OPERATIONS ADMIN	\$1,658,926		\$2,188,544	
RCA	RECRUIT ACADEMY	1,884,724		2,747,692	
SUP	SUPPRESSION	123,300,642		138,390,595	
TRA	TRAINING	2,151,061		2,237,540	
DIS	DISPATCH	4,839,600		5,420,352	
UTL	FIRE STATIONS UTILITIES	894,249		952,005	
SAF	SAFETY	1,357,611		1,920,363	
OFFICE OF THE FIRE CHIEF					
FCH	FIRE CHIEF	3,021,997		2,425,743	
DEV	DEVELOPMENT TEAM	374,543		1,042,813	
BRD	BOARD OF DIRECTORS	343,282		260,293	
COR	COMMUNITY RELATIONS	154,575		813,120	
ADMINISTRATION					
DCO	DEFERRED COMP	55,200		55,200	
FIN	FINANCE	4,919,111		4,198,593	
HRE	HUMAN RESOURCES	2,234,599		2,290,876	
NDI	NON-DIVISIONAL	69,489,199		75,136,943	
TEC	INFORMATION TECHNOLOGY	4,624,116		4,967,478	
WCO	WORKERS COMP	8,277,408		5,656,948	
SUPPORT SERVICES					
COM	COMMUNICATION	1,511,627		1,511,648	
FAC	FACILITIES	2,447,751		2,675,635	
FLE	FLEET	5,444,124		5,751,731	
LOG	LOGISTICS	4,864,199		5,106,679	
	GEMT Dispatch % Allocation 71%	\$243,848,544	173,132,466	\$265,750,791	188,683,062
	GEMT 21-22 Depreciation		1,481,549		1,481,549
	EMS System Cost		<u>\$188,296,835</u>		<u>\$207,310,315</u>
	Avg EMS Cost/EMS Call		<u>\$2,613</u>		<u>\$2,780</u>
	EMS System Cost		\$188,296,835		\$207,310,315
	EMS System Revenue		Recovery 63,583,736 34%		Recovery 67,057,388 32%
			Unrecovered \$124,713,099 66%		Unrecovered \$140,252,927 68%

FIRST RESPONDER COST ANALYSIS

<u>COST ITEM</u>	<u>\$ AMT.</u>	
DISPATCH	\$60	2022 SRFECC avg cost per 911 call
FIREFIGHTER	64.53	2022 avg hrly rate + 7.6% (Holiday/FLSA) + 6% wage increase; 1.5 hr. avg response time
ENGINEER	77.00	2022 avg hrly rate + 7.6% (Holiday/FLSA) + 6% wage increase; 1.5 hr. avg response time
CAPTAIN	94.58	2022 avg hrly rate + 7.6% (Holiday/FLSA) + 6% wage increase; 1.5 hr. avg response time
MED SUPPLIES	200.00	Estimated medical supply cost per call
	<u>\$496</u>	Estimated average cost per first call

FEE COMPARISON
PUBLIC AGENCY PROVIDERS

Last Update	Alameda	Contra	Santa	City of	EI	City of	Consumnes	Novato	Southern	L.A.	City of	SMFD	SMFD
	County	County	Barbara		Dorado			Fire	Marin		County		
	2022	2023	2023	2017	2022	2020	2023	2017	2022	2022	2022	2022	2023
ALS Base Rate	\$3,331	\$2,868	\$3,321	\$1,979	\$1,694	\$1,791	\$2,158	\$2,447	\$2,118	\$2,710	\$2,222	\$2,325	\$2,780
BLS Base Rate			\$2,159	\$1,767						\$1,809	\$1,854	\$2,114	
Oxygen	\$249	\$180	\$221	\$151	\$132	\$95	\$137	\$162	\$140	\$108	\$110	\$171	\$178
Mileage	\$75	\$60	\$65	\$36	\$37	\$33	\$38	\$63	\$54	\$23	\$31	\$41	\$50
Assm't at Scene	\$668	\$650	\$334	\$307	\$481	\$367	\$482	\$553	\$479		\$1,690	\$430	\$500



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

DATE: June 22, 2023
TO: Board of Directors
SUBJECT: Preliminary Budget for the 212S Special Projects Fund for the Fiscal Year Ending June 30, 2024

TOPIC

The Preliminary Budget for FY 2023/24 was presented to the Board on June 8, 2023, however the 212S Special Projects Fund resolution was inadvertently omitted in the meeting agenda.

DISCUSSION

The 212S Special Projects Fund budget includes \$12.8 million in expenditures for a new training facility, currently referred to as the Zinfandel Training Center. The funding will come from state funds awarded to the District in FY2022/23 which will be in reserves at June 30, 2023. The expenditures in FY2023/24 will draw down on these reserves.

RECOMMENDATION

Staff recommends that the Board approve the resolution adopting the preliminary budget for the Special Projects Fund 212S.

Submitted by:

Dave O'Toole
Chief Financial Officer

Approved by:

Dan Haverty
Interim Fire Chief



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

RESOLUTION NO. _____

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

RESOLUTION ADOPTING THE PRELIMINARY BUDGET FOR THE SPECIAL PROJECTS FUND 212S FOR FISCAL YEAR 2023/2024

WHEREAS, hearings have been terminated during which time all additions and deletions to the Preliminary Budget for the Special Projects Fund 212S for Fiscal Year 2023/2024 were made;

NOW, THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Preliminary Budget in the Special Projects Fund 212S for the Fiscal Year 2023/2024 will be and is hereby adopted in accordance with the following:

OBJECT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	BUDGET FY2023/24
20	212S	2128000	2128000000	SERVICES & SUPPLIES	\$ 100,000
42	212S	2128000	2128000000	CAPITAL ASSETS-BUILDINGS	12,700,000
					\$ 12,800,000

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all Revenue Sources and use of Fund Balance; and

BE IT FURTHER RESOLVED that the Preliminary for Fund 212S for Fiscal Year 2023/2024 will be and is hereby adopted in accordance with the listed attachments which show in detail the approved appropriations, revenues and methods of financing.

ON A MOTION by Director _____, seconded by Director _____, the foregoing resolution was passed and adopted this **22nd** day of **June, 2023**, at a regular meeting by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attest:

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

ATTACHMENTS:
212S Preliminary Budget Summary for FY 2023/24 Schedule



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

DATE: June 22, 2023
TO: Board of Directors
SUBJECT: Hazardous Materials Response Agreement – County of Sacramento

BACKGROUND

The Sacramento Metropolitan Fire District (District) currently provides hazardous materials (HazMat) response throughout Sacramento County pursuant to an agreement dated October 2, 2019 between the District and the County of Sacramento (County). The agreement outlines the scope of services to be provided by the District and the associated compensation for such services. The term of the original agreement was to end June 30, 2021, but was extended to June 30, 2023 by way of two subsequent contract amendments.

DISCUSSION

The County desires to continue contracting with the District for the provision of HazMat response. Under the terms of the existing contract, the District's compensation is based on fees the County collects from the following benefitting agencies: County of Sacramento, Sacramento Area Sewer District, Sacramento Regional County Sanitation District, and the cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova. In an effort to better recover the District's cost to provide the service, staff has been working with the County on revising the fee methodology. Since a revision of this kind will require the approval of all benefitting agencies and more time is needed to obtain such approval, staff has negotiated the attached one-year interim agreement with the County to bridge the gap while we continue good faith negotiations on a revised fee methodology for an intended multi-year contract. The terms of the attached agreement are materially similar to the existing agreement, and include a 10% increase in compensation.

FISCAL IMPACT

The District's compensation will continue to be 33.34% of the amount collected by the County from the benefitting agencies under the proposed interim agreement. Total compensation for FY2023/24 is estimated at \$224,540 and has been included in the approved Preliminary Budget.

RECOMMENDATION

Staff recommends the Board authorize the Fire Chief or his designee to execute and administer the attached Agreement between the County of Sacramento and Sacramento Metropolitan Fire District for Hazardous Materials Response Teams.

Submitted by:


Chris Greene, Assistant Chief
Operations

Approved by:


Adam Mitchell, Deputy Chief
Operations



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

RESOLUTION NO. 2023-XXX

AUTHORIZING THE FIRE CHIEF OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF SACRAMENTO AND SACRAMENTO METROPOLITAN FIRE DISTRICT FOR HAZARDOUS MATERIALS RESPONSE TEAMS

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

WHEREAS, the District is currently under contract with the County of Sacramento (County) to provide Hazardous Materials response teams for the timely response and proper management of incidents involving the intentional or unintentional release of hazardous materials; and

WHEREAS, the term of the existing contract ends June 30, 2023; and

WHEREAS, the District and the County have negotiated a one-year agreement intended to be implemented July 1, 2023 to avoid disruption of service while good faith negotiations continue on a revised fee methodology for an intended multi-year agreement.

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

1. Authorize the Fire Chief or his designee to execute the Agreement Between the County of Sacramento and Sacramento Metropolitan Fire District for Hazardous Materials Response Teams.

PASSED, APPROVED AND ADOPTED this 22nd day of June 2023. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

ATTEST:

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

**AGREEMENT BETWEEN THE COUNTY OF
SACRAMENTO AND SACRAMENTO
METROPOLITAN FIRE DISTRICT FOR
HAZARDOUS MATERIALS RESPONSE TEAMS**

This AGREEMENT is made and entered into as of the ___ day of ___ 2023, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the SACRAMENTO METROPOLITAN FIRE DISTRICT, a California Special District (hereinafter referred to as "METRO").

RECITALS

WHEREAS, the timely response to and proper management of incidents involving the intentional or unintentional release of hazardous materials are critical to the protection of human health and the environment; and

WHEREAS, the proper management and control of responses to emergency incidents involving hazardous materials requires highly specialized training, equipment, supplies, communications and other resources in order to provide adequate protection for the health and safety of the public and emergency response personnel; and

WHEREAS, METRO has hazardous materials response teams (hereinafter referred to as "HAZ-MAT TEAMS"), with specialized apparatus, equipment, and capabilities; and

WHEREAS, the cost of establishing and maintaining a hazardous materials response team capability is so expensive and occurrence of emergency response incidents requiring the specialized expertise of a hazardous materials response team has increased so significantly that COUNTY has determined that it would be more economical, feasible, and appropriate to utilize the services of HAZ-MAT TEAMS available from METRO rather than to develop and maintain duplicate response teams in various locations in the unincorporated area of Sacramento County; and

WHEREAS, METRO has offered, subject to consideration, to provide the services of its HAZ-MAT TEAMS to Cosumnes CSD Fire Department, City of Folsom Fire Department, River Delta Fire

District, Isleton Fire Department, Wilton Fire Protection District, Walnut Grove Fire Protection District, Sacramento County Airport System Aircraft Rescue and Firefighting, Herald Fire Protection District and Delta Fire Protection District (hereinafter referred to as "COUNTY FIRE DISTRICTS") and to COUNTY under the provisions of this Agreement and separate mutual aid agreements;

WHEREAS, COUNTY and METRO desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and METRO agree as follows:

I. SCOPE OF SERVICES

METRO shall provide services in the amount, type and manner described in "Exhibit A," attached hereto and incorporated herein by this reference.

II. TERM

This Agreement shall be effective and commence as of July 1, 2023, and shall end on June 30, 2024, unless METRO and COUNTY mutually agree in writing to extend the term for up to one additional one-year period.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY
DIRECTOR
Environmental
Management Department
11080 White Rock Road,
Suite 200
Rancho Cordova, CA
95670

TO METRO
FIRE CHIEF
Sacramento Metropolitan
Fire District
10545 Armstrong Ave.,
Suite 200
Sacramento, CA 95655

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

IV. COMPLIANCE WITH LAWS

METRO and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances.

V. STATUS OF METRO

1. It is understood and agreed that METRO (including METRO employees) is an independent municipality and that no relationship of employer-employee exists between the parties hereto. METRO assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to METRO under the provisions of this Agreement; and as an independent municipality, METRO hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any employee of METRO that an employer-employee relationship exists by reason of this Agreement.
2. It is further understood and agreed by the parties hereto that METRO in the performance of its obligation hereunder comply with National Incident Management System/Incident Command System (hereinafter referred to as "NIMS/ICS").
3. If, in the performance of this Agreement, any third persons are employed by METRO, such person shall be entirely and exclusively under the direction, supervision, and control of METRO. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by METRO, and COUNTY shall have no right or authority over such persons or the terms of such employment.

4. It is further understood and agreed that as an independent municipality, and not an employee of COUNTY, METRO assigned personnel shall not have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. METRO employees shall not be covered by COUNTY's worker's compensation; nor shall METRO employees be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
5. It is further understood and agreed that METRO must issue W-2 and 941 Forms for income and employment tax purposes, for all of METRO assigned personnel under the terms and conditions of this Agreement.

VI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

1. METRO shall comply with all applicable state, federal and local laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California State Family Code and Chapter 2.160 of the Sacramento County Code. METRO shall comply with all earnings assignment orders with respect to its employees and shall provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
2. Failure to comply with state and federal reporting requirements regarding METRO employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment shall constitute a default under this Agreement. Failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of the contract.

VII. BENEFITS WAIVER

1. METRO acknowledges and agrees that METRO employees are not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should METRO or any employee of METRO seek to obtain such benefits from COUNTY, METRO agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.
2. METRO agrees to include in all subcontracts subject to this Agreement that subcontractors are not employees of COUNTY and are not entitled to any benefits from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations.

VIII. CONFLICT OF INTEREST

METRO and METRO officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

IX. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

1. METRO agrees and assures COUNTY that METRO shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and that it will not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (*over* 40), medical condition (including HIV and AIDS), or physical or mental disability. METRO shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
1. METRO represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.
2. METRO agrees to compile data, maintain records, and submit reports as required by law to permit effective enforcement of all applicable antidiscrimination laws and this provision.
3. METRO shall include this nondiscrimination provision in all subcontracts related to this Agreement.

X. INDEMNIFICATION

1. METRO shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury, including death, or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or

omission of METRO, its officers, employees, or agents (including its volunteers and students).

2. COUNTY shall indemnify, defend, and hold harmless METRO and its officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury, including death, or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, or agents (including its volunteers).
3. This indemnity shall survive the termination or expiration of the Agreement.

XI. RETIREMENT BENEFITS/STATUS

METRO acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, METRO assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by METRO under this Agreement. METRO waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on METRO's provision of services under this Agreement.

XII. LOBBYING AND UNION ORGANIZATION ACTIVITIES

1. METRO shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
2. If services under this Agreement are funded with state funds granted to COUNTY, METRO shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall

comply with the provisions of Government Code Sections 16645 through 16649.

XIII. INSURANCE

Each party, at its sole cost and expense, shall carry insurance - or self-insure - its activities in connection with this Agreement, and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

XIV. SUBCONTRACTS, ASSIGNMENT

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve METRO of any duty or responsibility under this Agreement and METRO shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by METRO in whole or in part, without the prior written consent of COUNTY.

XV. AMENDMENT AND WAIVER

1. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach, or condition. precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.
2. In the event that METRO or any other fire agency in

Sacramento County adds additional Type 1 Haz-Mat response capabilities, this Agreement shall not be altered, amended, or modified for the purpose of reallocating monies paid by COUNTY for Fire Department Haz-Mat response teams.

3. In the event that METRO or any other fire agency in Sacramento County closes a Type 1 Haz-Mat response team, the monies allocated by COUNTY under this Agreement and any other applicable agreement for Fire Department Haz-Mat response shall be reallocated to the remaining teams.

XVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the COUNTY Environmental Management Department, or his/her designee.

XVIII. DISPUTES

Any dispute arising out of or relating to this agreement shall be decided by DIRECTOR and the METRO Fire Chief, with the assistance of their operational staff. In the event that the DIRECTOR and the METRO Fire Chief cannot resolve the dispute, the Sacramento County Executive and METRO of Sacramento METRO Manager shall meet within thirty (30) days to consider the matter and reach a decision. In the event that the Sacramento County Executive and METRO of Sacramento METRO Manager cannot resolve the dispute, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

XIX. TERMINATION

1. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.
2. COUNTY may terminate this Agreement for cause upon giving thirty (30) days written notice to METRO should METRO materially fail to perform this Agreement in the time and/or manner specified. Before such termination takes effect, however, METRO shall have thirty (30) days to cure the failure to perform. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to METRO and it is later determined that METRO was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph 1 above.
3. COUNTY may terminate or amend this Agreement upon giving one hundred twenty (120) days written notice to METRO, if advised that funds are not available from external sources for this Agreement or for any portion hereof, or if funds in COUNTY yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof.
4. If this Agreement is terminated under paragraphs 1, 2 or 3 above, METRO shall be paid for any services completed and provided prior to the date of contract termination, and for all unchangeable obligations incurred by METRO prior to the date of notice. In no event, however, shall COUNTY pay METRO an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination. Unchangeable obligations include those services required to be provided by METRO due to its "continuity of care" obligations.
5. METRO shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that METRO can legally cancel.

XX. REPORTS

METRO shall, without additional compensation, therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning METRO activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXI. AUDITS AND RECORDS

Upon COUNTY request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at METRO premises, METRO financial and program records related to this Agreement as COUNTY deems necessary to determine METRO compliance with legal and contractual requirements and the correctness of claims submitted by METRO. METRO shall maintain such records for a period of four years following termination of the Agreement and shall make them available for copying upon COUNTY request at COUNTY expense.

XXII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and METRO regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and METRO regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXIV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXV. TRAINING

At a frequency not exceeding once each calendar quarter, COUNTY Environmental Management Department will make available at least two of their Incident Response Team personnel to participate in Haz-Mat response training conducted by METRO. Each training event shall not exceed eight hours in duration.

XXVI. COMPENSATION

Compensation under this Agreement shall be as provided in "Exhibit B," attached hereto and incorporated herein by this reference.

XXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written

above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California,

By:

Director, Sacramento County
Environmental Management Department

Date_____

Agreement reviewed and approved by County Counsel:

Deputy County Counsel

Date_____

SACRAMENTO METROPOLIAN FIRE DISTRICT

By:

METRO Fire Chief

Date_____

Attest:

METRO Fire Representative

Date_____

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO and
the SACRAMENTO METROPOLITAN FIRE
DISTRICT**

SCOPE OF SERVICES

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, METRO shall dispatch a HAZ-MAT TEAM to respond to the scene. If multiple LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within the METRO or County of Sacramento, the determination of the priority of response by a HAZ-MAT TEAM shall be at the discretion of the highest ranking chief officer of the Sacramento Fire Department on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to where the incident occurs within the County of Sacramento.
2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction and shall establish the Haz-Mat Group as identified in the Unified Command System.
3. METRO must maintain at a minimum one (1) equivalent of a "Type 1" Hazardous Materials Response Team as defined by the California State of Office of Emergency Services.
4. The services to be provided by METRO's HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:
 - a. Assessing the scene and classifying the level of incident, determining need for additional personal or environmental protective measures that may be required without further delay, and determining the possible need for any additional assistance not already requested;

- b. Providing rescue to victims if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;
- c. Identifying types and quantities of any hazardous materials involved; determining the hazards they pose to life, environment, and property; and providing advice regarding appropriate and necessary measures to mitigate, contain, and suppress the emergency hazardous materials incident;
- d. Providing advice in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;
- e. Providing advice and assistance for the suppression and containment of the hazardous materials involved in the incident, including locating necessary special supplies and taking measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources;
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;
- h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incident(s);
- j. Providing advice and assistance to COUNTY Environmental Management Department, COUNTY Municipal Services Agency, and COUNTY Office of Emergency Services as may be requested for the purpose of declaring a health emergency

or a state of emergency, coordinating emergency response activities of County departments and special districts, and clean-up and restoration of the affected site to normal daily use;

- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency Broadcast System or directly to news media regarding the emergency hazardous materials incident;
 - l. Providing advice and assistance as necessary, in the training of COUNTY FIRE DISTRICTS and COUNTY emergency response personnel; and
 - m. Providing information as to the cost of the response by HAZ-MAT TEAM.
 - n. METRO and COUNTY agree to operate as delineated in the Sacramento County Area Plan for Emergency Response to Hazardous Materials Incidents in effect at the time of the incident.
5. Nothing in this Agreement or any Exhibit hereto shall obligate METRO to respond to a LEVEL II or LEVEL III INCIDENT outside of Sacramento County.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
and the SACRAMENTO METROPOLITAN FIRE DISTRICT**

I. COMPENSATION

METRO will receive 33.34% of money collected annually, as shown in the PAYMENT BY AGENCY AND FISCAL YEAR table, by COUNTY from the following possible agencies:

1. City of Citrus Heights
2. City of Elk Grove
3. City of Folsom
4. City of Galt
5. City of Rancho Cordova
6. County of Sacramento
7. Sacramento Area Sewer District (SASD) / Sacramento Regional County Sanitation District (SRCSD)

The Environmental Management Department shall collect \$5,355.86 for FY23/24 and \$5,516.53 for FY24/25 from each participating agency for compensation to manage the contracts, invoice entities and remit payments, on behalf of the participating agencies. The amount has been included in the table in Section III and is not subject to the 33.34% distribution due to METRO. Further, EMD shall deduct 33.34% of EMD's total contractual annual liability (\$31,709.79 for FY23/24 and \$32,661.09 for FY24/25) from the monies owed to METRO for compensation to manage the contracts, invoice entities and remit payments, on behalf of METRO, as well as compensation related to services provided with assisting in hazardous materials response as it related to the protection of public health and the environment as required under this Agreement.

II. BILLING SCHEDULE

1. METRO shall submit invoices consistent with the following

schedule:

- a. Fiscal Year 23/24:
Provide EMD with an invoice for one-half of the annual amount by October 31, 2023 and the second half of the annual amount by March 31, 2024.
 - b. Fiscal Year 24/25:
Provide EMD with an invoice for one-half of the annual amount by October 31, 2024 and the second half of the annual amount by March 31, 2025.
2. The total amount billed from all invoices submitted shall not exceed the total agreed contract payment amount for each contract year.
 3. Costs incurred from responding to hazardous materials incidents shall be documented separately by incident and provided as bi-annual reports. Reporting periods are July 1 through December 31; and January 1 through June 30. Said reports shall be provided within 30 days after each reporting period. The following information will be included:
 - a. Date,
 - b. Full address,
 - c. Jurisdiction (city or unincorporated county),
 - d. Brief descriptions of the incident,
 - e. Chemical(s) involved,
 - f. Determination of private or public property responsibility,
 - g. Number of hours spent on scene, and
 - h. Number of personnel responding

III. PAYMENTS BY AGENCY AND FISCAL YEARS

Agency	23/24	Contract Fee	24/25*	Contract Fee*
Citrus Heights	\$71,002.36	\$5,355.86	\$73,132.43	\$5,516.53
Elk Grove	\$126,149.83	\$5,355.86	\$129,934.32	\$5,516.53
Folsom	\$62,040.90	\$5,355.86	\$63,902.13	\$5,516.53
Galt	\$15,854.90	\$5,355.86	\$16,330.54	\$5,516.53
Rancho Cordova	\$55,147.47	\$5,355.86	\$56,801.89	\$5,516.53
Sacramento County	\$341,914.29	\$5,355.86	\$352,171.72	\$5,516.53
SASD/SRCSD	\$17,233.58	\$5,355.86	\$17,750.59	\$5,516.53
Total	\$689,343.33	\$37,491.02	\$710,023.62	\$38,615.71

* The amounts shown in Fiscal Year 24/25 shall only be applicable if the Agreement term is extended upon mutual written consent between METRO and COUNTY under the same terms and conditions as are contained in this Agreement.



DAN HAVERTY
Interim Fire Chief

Sacramento Metropolitan Fire District

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

DATE: June 22, 2023
TO: Board of Directors
SUBJECT: Special Fire Tax – Sloughhouse/Rancho Murieta Area

TOPIC

Board action is required in order to authorize Sacramento County to collect the District's Special Fire Tax in the Sloughhouse/Rancho Murieta area for fiscal year 2023/24.

BACKGROUND

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

DISCUSSION

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

The District has contracted with local agency financial consulting company NBS to assist with the administration of the Sloughhouse/Rancho Murieta Special Fire Tax, and they have estimated that the tax will generate \$344,600 in revenues for fiscal year 2023/24.

FISCAL IMPACT

Absent formal authorization from the District's Board, the County Assessor cannot levy the Special Fire Tax in the Sloughhouse/Rancho Murieta area. Failure to assess the fee will result to a loss of revenues of approximately \$344,600 to fund fire protection services in that area.

RECOMMENDATION

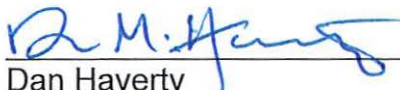
Staff recommends adoption of the resolution authorizing the County Assessor to incorporate the \$100 per parcel Special Fire Tax for the Sloughhouse/Rancho Murieta area with the 2023/24 Sacramento County property tax levy.

Submitted by:



Dave O'Toole
Chief Financial Officer

Approved by:



Dan Haverty
Fire Chief

Attachment:

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



Dan Haverty
Interim Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2023-XXX

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

A RESOLUTION TO COLLECT A SPECIAL TAX AUTHORIZED IN THE SLOUGHHOUSE /RANCHO MURIETA AREA AND TO AUTHORIZE THE COUNTY TO COLLECT THE FUNDS FOR FY 2023/24

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

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

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

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

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District now agrees to collect the Special Tax for this 2023/24 fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Sacramento Metropolitan Fire District authorizes the Sacramento County Office of Auditor/Controller to collect these funds for the District from an estimated 3,446 parcels at \$100.00 each for an approximate levy amount of \$344,600.

RESOLUTION NO. 2023-XXX

Page 2

PASSED, APPROVED AND ADOPTED this 22nd day of June 2023. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

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



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

DATE: June 22, 2023
TO: Board of Directors
SUBJECT: FY2022/23 Grant Fund Budget Reallocation for Mobile Integrated Health (MIH)

SUMMARY

The FY2022/23 Midyear Budget for the Grant Fund included an operating budget for the Mobile Integrated Health (MIH) program, which split up the operating budget between labor and services/supplies. Actual expenditures incurred through May 2023 requires reallocation between these two categories to allow payment of the remaining bills for that period.

DISCUSSION

Through the end of May, more MIH program expenditures were incurred in the services and supplies line item than anticipated. Specifically, a portion of the contracted services for the medical director were not anticipated and not included in the Midyear Budget for the Grant Fund. An additional \$15,000 will be needed in the services and supplies line to fund that expense. There are savings in labor budget that may be used to pay for these additional expenses. Board approval is needed to reallocate the budget from labor expense to services and supplies.

FISCAL IMPACT

There is no net fiscal impact. This will be a reallocation of funds budgeted at Midyear between labor and services and supplies within the Grant Fund.

RECOMMENDATION

Staff recommends adoption of the resolution implementing changes to the Midyear Budget to reallocate funds within the Grant Fund.

Submitted by:



Dave O' Toole
Chief Financial Officer

Approved by:



Dan Haverty
Interim Fire Chief



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

RESOLUTION NO. 2023-XXX

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

RESOLUTION ADOPTING A BUDGET AMENDMENT TO THE 2022/23 MIDYEAR BUDGET FOR GRANT FUND 212G

WHEREAS, Midyear Budget hearings were completed, during which time additions and deletions to the Grant Fund 212G for Fiscal Year 2022/2023 were made, and

WHEREAS, there is a need to reallocate the budget within the Grant Fund for the Mobile Integrated Health Program to reflect current expenditures between two budget categories, and

THEREFORE, IT IS HEREBY RESOLVED in accordance with Section 13890 of the Health and Safety Code, the Midyear Budget for the Grant Fund 212G for the Fiscal Year 2022/2023 will be and is hereby adopted in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	CATEGORY	FY2022/23 INCREASE (DECREASE)
10111000	212G	2126000	2126000000	SALARIES	\$ (15,000)
20259100	212G	2126000	2126000000	SERVICES AND SUPPLIES	15,000

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.

RESOLUTION NO. 2023-XXX

Page 2

PASSED, APPROVED AND ADOPTED this 22nd day of June 2023. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attest:

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



Sacramento Metropolitan Fire District

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

DATE: June 23, 2023
TO: Board of Directors
SUBJECT: Station 50 Dormitory Remodel - RFB 23-05 Award Notification & Project Update

BACKGROUND

Due to the changing culture of Metro Fire and in an effort to achieve the District's goal of providing adequate privacy to all firefighters, there is an urgent need for added privacy in the dormitory area at Metro Fire Station 50. Currently Station 50 has an open dormitory area with lockers and 21 fold-down Murphy beds. The dormitory remodel project (Project) will provide much needed privacy for the firefighters who work at this station, as the current dormitory room arrangement provides minimal privacy. The Project will provide each firefighter with their own "dorm room," providing them with privacy and personal space for changing and sleeping. 12 individual "dorm rooms" will be created to accommodate every firefighter on shift.

DISCUSSION

Request for Bid (RFB) 23-03 Station 50 Dormitory Remodel was issued on April 21, 2023. A mandatory pre-bid conference and job walk was conducted on May 2, 2023 and was attended by representatives from 17 different companies. A public bid opening was conducted on May 17, 2023, and seven bids were received. All About Building, Inc. was identified as the lowest responsible and responsive bidder. References for All About Building, Inc. were provided to and followed up on by the Facilities Division. All references for All About Building Inc. came back positively. As a result, RFB 23-05 was awarded to All About Building, Inc.

The scope of the work that will be performed by All About Building Inc. includes, but is not limited to, the removal and disposal of existing lockers and murphy beds, framing of new walls, hanging drywall, and painting. Due to the installation of new walls, modifications to the existing automatic fire sprinkler system will need to be performed to ensure adequate fire sprinkler coverage. Fire sprinkler system modifications will be performed by Mr. Sprinkler Fire Protection, as they currently provide regular maintenance services to all District locations equipped with sprinkler fire-suppression systems, including Station 50. Additionally, the existing carpet will be removed and luxury vinyl tile (LVT) will be installed. Three Rivers Flooring, subcontractor of DFS Flooring, will be handling the removal of existing flooring and the installation of LVT and rubber base.

FISCAL IMPACT

The costs associated with the Project include the following:

Scope covered under RFB 23-05	\$78,000.00
Fire Suppression System Modifications	\$4,915.00
Flooring Removal and Installation	\$37,200.00
Lockers	\$38,132.73
Bed Frames	\$687.24
Total	\$158,934.97

These costs have already been included in the FY2022-2023 Final Budget.

Submitted by:

Joe Eachus

Joe Eachus (Jun 19, 2023 12:55 PDT)

Joe Eachus
Facilities Manager

Approved by:

Tyler Wagaman

Tyler Wagaman (Jun 19, 2023 12:57 PDT)

Tyler Wagaman
Deputy Chief – Support Services



Dan Haverty
Interim Fire Chief

Sacramento Metropolitan Fire District

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

DATE: June 22, 2023

TO: Board of Directors

FROM: Barbie Law, Assistant Chief-Fire Marshal

SUBJECT: Receive a Presentation on Fee Schedule for Operational Permits, Plan Review, New Construction Inspections, General Fire and Life Safety Inspections, and Other Miscellaneous Services

TOPIC

Consider increasing the fees associated with operational permits, plan review, new construction inspections, general fire and life safety inspections, and other miscellaneous services as outlined in Ordinance No. 2016-061 which was adopted by the Board of Directors effective July 01, 2016. The purpose of the increase is to reduce the current subsidy of general District revenues required to provide these services. The effective date of the increase would be September 01, 2023.

BACKGROUND

California cities, counties, and special districts may impose user and regulatory fees for services and activities they provide through provisions set forth in the State Constitution, Article XIII C § 1. Under this legal framework, a fee may not exceed the reasonable cost of providing the service or performing the activity. For a fee to qualify as such, it must relate to a service or activity performed at the request of an individual or entity upon which the fee is imposed, or their actions specifically cause the local government agency to perform the additional activities. In this instance, the service or underlying action causing the local agency to perform the service is either discretionary and/or is subject to regulation.

Pursuant to Health & Safety Code Sections 13146.2(b), 13217(b), 13862, 13869, 13871, 13874, 17951 and California Government Code Section 6103.7, the District is authorized to adopt user and regulatory fees to defray and/or recover the cost of providing specified services directly to an individual or business. As such, these fees are intended to reflect the internal costs incurred by the District to perform the service or regulatory action. Collection of user fees reduces the burden on general District revenues (primarily property taxes) to fund such regulatory services, thus providing the ability to stretch other resources further for the benefit of the public at-large.

California Health & Safety Code Section 13145 specifies that the State Fire Marshal, the chief of any city, county, or city and county fire department or district providing fire protection services shall enforce in their respective areas building standards relating to fire and panic safety adopted by the State Fire Marshal and published in

the California Building Standards Code and other regulations that have been formally adopted by the State Fire Marshal for the prevention of fire or for the protection of life and property against fire or panic.

California Health & Safety Code Section 13146 identifies the responsibility for enforcement of building standards adopted by the State Fire Marshal and published in the California Building Standards code relating to fire and panic safety and other regulations of the State Fire Marshal.

California Health & Safety Code Section 13146.2 requires every city or county fire department or district providing fire protection services required by Sections 13145 and 13146 to enforce building standards adopted by the State Fire Marshal and other regulations of the State Fire Marshal to annually inspect all structures subject to subdivision (b) of Section 17921 for compliance with building standards and other regulations of the State Fire Marshal. Subdivision (b) of Section 17921 pertains to the rules and regulations for fire and panic safety in all hotels, motels, lodging houses, apartment houses and dwellings, buildings, and structures accessory thereto.

California Health & Safety Code Section 13146.3 requires the chief of any city or county department or district providing fire protection services and authorized representatives to inspect every building used as a public or private school within the jurisdiction for the purpose of enforcing regulations promulgated pursuant to Section 13143, not less than once each year.

DISCUSSION

The District has not revised the CRRD fee schedule since July 01, 2016, although Ordinance No. 2015-02 allowed for annual adjustment based on the change in the Consumer Pricing Index, (CPI-U San Francisco-Oakland San Jose region). Since the last fee schedule update in 2016, Metro Fire adopted the 2019 and then the 2022 California Fire Code (CFC). The CFC is revised every triennially, and the fee schedule should be reviewed accordingly to ensure appropriate cost recovery levels for services provided.

NBS Consulting was engaged to assist the District in updating the Community Risk Reduction Division's (CRRD) user and regulatory fee program. The goals of the study were to (1) determine the cost of providing fire inspection and regulatory (or building plan review) services based on analysis of staff time involved in the performance of service related activities, (2) determine the amount of cost recovery at the current fee levels, and the extent to which such services were being subsidized with general revenues, and (3) ensure fees are compliant with legal requirements.

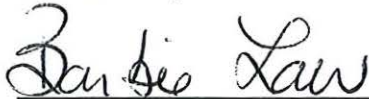
Staff provided NBS updated data sources in January 2023 to complete the review including:

- The District's adopted mid-year budget for Fiscal Year 2022-23
- A complete list of all District personnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts
- Annual workload data provided by CRRD

RECOMMENDATION

Staff recommends the Board receive the presentation and prepare for public hearing on July 13, 2023 to consider adoption of an Ordinance amending the Fee Schedule as set forth for the specified fee-based services contained in Exhibit A of this staff report.

Submitted by:



Barbie Law, Assistant Chief-Fire Marshal

Approved by:



Dan Haverty, Interim Fire Chief

FEE SCHEDULE
SECTION "A"
Fire and Life Safety Inspections for Facilities with Increased Hazards
(Permits to Operate)

CFC	PERMITS TO OPERATE ^{1 2}	CUURENT FEE	FEE SEPT. 01, 2023
105.5.1	1 Additive Manufacturing	NEW	\$608.00
105.5.2	2 Aerosol Products (per 500 lbs.)	\$469.00	\$608.00
105.5.3	3 Amusement Buildings	\$469.00	\$913.00
105.5.4	4 Aviation Facilities	\$938.00	\$1,217.00
105.5.5	6 Carnivals, Fairs, and Special Events	\$469.00	\$913.00
	a. Each additional booth, exhibits, etc.	\$24.00	\$30.00
	b. Outdoor assembly events (greater than 1,000 people)	NEW	\$1,825.00
105.5.6	7 Cellulose Nitrate Film	\$469.00	\$608.00
105.5.7	8 Combustible Dust Producing Operations	\$469.00	\$608.00
105.5.8	9 Combustible Fibers	\$469.00	\$608.00
105.5.9	10 Compressed Gases	\$469.00	\$608.00
	a. Carbon Dioxide Systems	NEW	\$608.00
105.5.10	11 Covered and Open Mall Buildings	\$1875.00	\$2,433.00
105.5.11	12 Cryogenic Fluids	\$469.00	\$608.00
105.5.12	13 Cutting and Welding	\$469.00	\$608.00
105.5.13	14 Dry Cleaning Plants	\$469.00	\$608.00
105.5.14	15 Energy Storage Systems	NEW	\$608.00
105.5.15	16 Exhibits and Trade Shows	\$469.00	\$608.00
105.5.16	17 Explosives	\$586.00	\$760.00
105.5.17	18 Fire Hydrants and Valves	\$469.00	\$608.00
105.5.18	19 Flammable and Combustible Liquids	\$469.00	\$608.00
	a. Use/Operate/Repair Pipeline	\$586.00	\$760.00
105.5.19	20 Floor Finishing	\$469.00	\$608.00
105.5.20	21 Fruit and Crop Ripening	\$469.00	\$608.00
105.5.21	22 Fumigation & Insecticidal Fogging	\$0.00	\$608.00
105.5.22	23 Hazardous Materials	\$586.00	\$1,217.00
105.5.23	24 HPM Facilities	\$586.00	\$1,217.00
105.5.24	25 High Pile Storage	\$586.00	\$760.00
105.5.25	26 Hot Work Operations	\$469.00	\$608.00
105.5.26	27 Industrial Ovens	\$586.00	\$760.00
105.5.53	28 Lithium Batteries	NEW	\$608.00
105.5.27	29 Lumber Yards and Woodworking Plants	\$586.00	\$760.00
105.5.28	30 Liquid or Gas-Fueled Vehicles in Assembly	\$586.00	\$760.00
105.5.30	32 Magnesium	\$469.00	\$608.00
105.5.31	33 Miscellaneous Combustible Storage	\$469.00	\$608.00
105.5.32	34 Mobile Fueling of Hydrogen-Fueled Vehicles	NEW	\$608.00
105.5.33	35 Motor Fuel Dispensing Facility	\$469.00	\$608.00
105.5.34	36 Open Burning (Burn Permit)	\$0.00	\$76.00
105.5.36	38 Open Flames and Candles	\$0.00	\$456.00

Exhibit "A" Attachment
Revised Effective September 01, 2023

CFC	PERMITS TO OPERATE	CURRENT FEE	FEE SEPT. 01, 2023
105.5.37	39 Organic Coatings	\$586.00	\$760.00
105.5.40	40 Plant Extraction Systems	NEW	\$913.00
105.5.39	41 Places of Assembly		
	a. 50-99	\$234.00	\$456.00
	b. 100-299	\$373.00	\$760.00
	c. 300 or more	\$586.00	\$913.00
105.5.41	42 Private Hydrants	\$469.00	\$608.00
105.5.42	43 Pyrotechnic Special Effects Material		
	a. Fireworks Aerial Display		
	1. 60 or less shells	\$1,406.00	\$1,825.00
	2. 61 to 120 shells	\$1,641.00	\$3,042.00
	3. 121 to 180 shells	\$1,875.00	\$3,042.00
	4. 181 to 240 shells	\$2,108.00	\$3,042.00
	5. 241 or more shells	\$2,343.00	\$3,042.00
	b. Fireworks Retail Stand	\$373.00 (Minimum)	\$456.00 (Minimum)
	c. Fireworks Set Pieces		
	1. With Aerial Display	\$234.00	\$304.00
	2. Without Aerial Display	\$469.00	\$913.00
	d. Fireworks – special effects Pyrotechnic effects used in motion picture, theatrical and group entertainment (charged for actual hours spent)	\$469.00 (Minimum)	\$608.00 (Minimum)
	1. Each additional hour	\$234.00	\$304.00
105.5.43	44 Pyroxylin Plastics	\$469.00	\$608.00
105.5.44	45 Refrigeration Equipment	\$469.00	\$608.00
105.5.45	46 Repair Garages and Motor Fuel Dispensing	\$469.00	\$608.00
105.5.46	47 Rooftop Heliports	\$469.00	\$608.00
105.5.47	48 Spraying or Dipping	\$469.00	\$608.00
105.5.48	49 Storage of Scrap Tires and Tire Byproducts	\$586.00	\$760.00
105.5.49	50 Temporary Membrane Structures and Tents ³		
	a. 400-1,499 sq. ft.	\$469.00	\$760.00
	b. 1,500 – 2,999 sq. ft.	\$586.00	\$913.00
	c. 3,000 – 5,999 sq. ft.	\$702.00	\$1,065.00
	d. 6,000 sq. ft. and above	\$819.00	\$1,217.00
105.5.50	51 Tire-Rebuilding Plants	\$586.00	\$760.00
105.5.51	52 Waste Handling	\$586.00	\$760.00
105.5.52	53 Wood Products	\$469.00	\$760.00
	53 Occupancies with 2 or more permits, Each Additional Permit ²	\$59.00	\$76.00

**FEE SCHEDULE
 SECTION "B"
 Occupancy Inspections**

INSPECTIONS ¹	CURRENT FEE	FEE SEPT. 01, 2023
1 Commercial Day Care		
a. 7-49 persons	\$234.00	\$608.00
b. 50-149 persons	\$469.00	\$913.00
c. 150 or more	\$586.00	\$1,369.00
2 Educational (Public & Private)		
a. E - 1-99 students	\$234.00	\$913.00
b. E - 100-199 students	\$469.00	\$1,217.00
c. E - 200-499 students	\$586.00	\$1,521.00
d. E - 500+ students	NEW	\$1,825.00
e. Public School ²	No Charge	See Footnote
3 Institutional		
a. Hospitals	\$1,875.00	\$3,954.00
4 Pre-Inspection (R-2.1, R-3.1 and R-4 Facilities – H&S 132535)		
a. Facilities with 25 or less persons	\$234.00	\$608.00
b. Facilities with 26 or more persons	\$469.00	\$913.00
5 High Rise Inspections		
a. B – 7 to 10 stories	\$1,523.00	\$1,977.00
b. B – 11 or more stories	\$1,875.00	\$2,433.00
6 Residential Apartments		
a. Up to 4 Units ¹	\$117.00	\$456.00
b. 5-25 Units	\$352.00	\$608.00
c. 26-100 Units	\$526.00	\$913.00
d. 101-300 Units	\$579.00	\$1,217.00
e. 301 + Units	\$826.00	\$1,521.00
7 Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance/Annual Inspection		
a. 7-25 Units	\$352.00	\$913.00
b. 26-100 Units	\$527.00	\$1,217.00
c. 101-300 Units	\$703.00	\$1,521.00
d. 301 or More Units	\$878.00	\$1,825.00
8 Annual Inspection Hotel/Motel		
a. 7-25 Units	\$352.00	\$760.00
b. 26-100 Units	\$527.00	\$913.00
c. 101-300 Units	\$703.00	\$1,217.00
d. 301 or More Units	\$878.00	\$1,521.00
9 Commercial Business Inspections ⁴		
a. 0-2000 sq. ft.	\$117.00	\$456.00
b. 2,001-5,000 sq. ft.	\$234.00	\$684.00
c. 5,001- 10,000 sq. ft.	\$352.00	\$913.00
d. 10,001 - 20,000 sq. ft.	\$469.00	\$1,141.00
e. 20,001 - 40,000 sq. ft.	\$586.00	\$1,369.00
f. 40,001- 80,000 sq. ft.	\$703.00	\$1,597.00
g. 80,001 - 120,000 sq. ft.	\$820.00	\$1,825.00

Exhibit "A" Attachment
 Revised Effective September 01, 2023

		\$938.00	\$2,053.00
	INSPECTIONS	CURRENT	FEE SEPT. 01, 2023
		FEE	
	h. 120,001 – 150,001 sq. ft.	\$938.00	\$2,053.00
	i. 150,001 – 200,000 sq. ft.	\$1,055.00	\$2,281.00
	j. 200,001 – 500,000 sq. ft.	NEW	\$3,042.00
	k. 500,001 sq. ft. or greater	NEW	\$3,954.00
10	Storage Facilities		
	a. Without Interior Corridors	\$528.00	\$913.00
	b. With Interior Corridors	\$786.00	\$1,217.00
11	2+ Permits, each additional permit after first permit ²	\$73.00	\$76.00

Notes

- (1) Permit Fees include an initial inspection and one re-inspection. Failure to comply with inspection program or second re-inspection will result in additional inspection fee per Section D, item 2 of this fee schedule.
- (2) Occupancies with more than two or more permits shown on this list above will result in a charge using the highest amount shown, followed by additional permits at ¼ of hourly rate.
- (3) Fee is assessed based on cumulative permittable tent square footage at a single site.
- (4) Fee is assessed based on cumulative square footage of all buildings under a single owner.

FEE SCHEDULE
SECTION "C"
Plan Review / Construction Inspections

	PLAN REVIEW	CURRENT FEE	FEE SEPT. 01, 2023
1	Above Ground Tank Installation, Flammable/Combustible Liquids Compressed Gases (1 st Tank)	\$655	\$913.00
	a. Additional Tank (Each)	\$262.00	\$532.00
2	Administration Charge for Resubmittals, Upon 2 nd or Subsequent Revision (1 st Hour) ¹	\$262.00	\$456.00
	a. Additional Hours (Per Hour)	\$262.00	\$304.00
3	After Hours		
	a. Plan Review		
	1. First 2 hours	\$285.00	\$667.00
	2. Each additional hour	\$524.00	\$333.00
	b. Inspection		
	1. First 2 hours	\$285.00	\$667.00
	2. Each additional hour (per hour)	\$524.00	\$333.00
4	Basic Building Review		
	a. Minor Plan Review, Over the Counter ²	\$131.00	\$152.00
	b. Basic Construction Fee ²	\$262.00	\$913.00
	c. Commercial Uses (New Construction)		
	1. 0,001 – 10,000 sq. ft. (per project)	\$856.00	\$1,217.00
	2. 10,001 – 20,000 sq. ft. (per project)	\$1,005.00	\$1,521.00
	3. 20,001 – 50,000 sq. ft. (per project)	\$1,351.00	\$2,129.00
	4. > 50,001 sq. ft. (scaled per sq. ft.) ³	\$0.01	\$0.04
	d. Commercial Residential and Multifamily Residential Uses (New Building)		
	1. 0 – 10,000 sq. ft. (per project)	\$786.00	\$1,369.00
	2. 10,001 – 20,000 sq. ft. (per project)	\$1,087.00	\$1,673.00
	3. 20,001 – 50,000 sq. ft. (per project)	\$1,663.00	\$2,129.00
	4. > 50,001 sq. ft. (scaled per sq. ft.) ³	\$0.02	\$0.04
	e. Commercial Storage/Warehouse (New Building)		
	1. 0 – 50,000 sq. ft. (per project)	\$856.00	\$1,369.00
	2. 50,001 – 200,000 sq. ft. (per project)	\$1,285.00	\$2,129.00
	3. >200,001 sq. ft. (scaled per sq. ft.) ³	\$0.01	\$0.01
	f. Commercial Uses (Tenant Improvement)		
	1. 0,001 – 10,000 sq. ft. (per project)	\$625.00	\$1,217.00
	2. 10,001 – 20,000 sq. ft. (per project)	\$1,142.00	\$1,521.00
	3. 20,001 – 50,000 sq. ft. (per project)	\$1,570.00	\$1,977.00
	4. >50,001 sq. ft. (scaled per sq. ft.) ³	\$0.02	\$0.04
	g. High Piled Storage Rack (Tenant Improvement)		
	1. 0,001 – 10,000 sq. ft. (per project)	\$714.00	\$1,065.00
	2. 10,001 – 20,000 sq. ft. (per project)	\$999.00	\$1,369.00
	3. 20,001 – 50,000 sq. ft. (per project)	\$1,285.00	\$1,673.00
	4. >50,001 sq. ft. (scaled per sq. ft.) ³	\$0.02	\$0.03
5	Cell Tower (Outside Roof, Pole, etc.)(Per Project)	\$393.00	\$760.00

Exhibit "A" Attachment
 Revised Effective September 01, 2023

6	Certificate of Release (Each) PLAN REVIEW	\$393.00 CURRENT FEE	\$913.00 FEE SEPT. 01, 2023
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7	Clean Agent Suppression System or Equal (Per Project)	\$655.00	\$1,369.00
8	Compressed Gas System		
	a. CO2 beverage dispensing	\$655.00	\$913.00
	b. Medical Gas	\$524.00	\$1,369.00
9	Cryogenic Fluids (per project)	NEW	\$916
10	Design Review/Consultation		
	a. In Office (per project first hour)	\$131.00	\$304.00
	1. Additional hours (per hour)	\$262.00	\$304.00
	b. Out of Office (first 2 hours)	\$524.00	\$608.00
	1. Additional hours (per hour)	\$262.00	\$304.00
	c. Plan design review (first hour)	NEW	\$304.00
	1. Additional hours (per hour)	NEW	\$304.00
11	Emergency Responder Radio Coverage (ERCC)	NEW	\$608.00
12	Energy Storage System (ESS) (Per Project)		
	a. Residential	NEW	\$913.00
	1. ESS Master Plan Subdivision Homes	NEW	\$456.00
	2. ESS – Production Homes	NEW	\$304.00
	b. Commercial	NEW	\$2,281.00
13	Enhanced Vapor Recovery System (per project)	NEW	\$608.00
14	Evacuation Plan Review (Per Project)	\$524.00	\$1,217.00
15	Fire Alarm System (Per Project)		
	a. 1 – 25 devices	\$560.00	\$1,217.00
	b. 26 – 50 devices	\$625.00	\$1,673.00
	c. 51 – 100 devices	\$740.00	\$2,433.00
	d. > 100 devices	\$884.00	\$3,954.00
	e. Sprinkler system supervision & Alarm	\$262.00	\$1,065.00
	f. Communication Upgrade	\$262.00	\$1,065.00
16	Fire Flow/Hydrant Test	\$524.00	\$608.00
17	Fire Sprinkler System Commercial (New Installation) (Per Project)		
	a. 1-99 Sprinklers	\$524.00	\$2,738.00
	b. 100-199 Sprinklers	\$786.00	\$3,346.00
	c. 200 or More Sprinklers	\$1,310.00	\$4,259.00
18	Fire Sprinkler System Commercial (T.I.) (Per Project)		
	a. 1-99 Sprinklers	\$262.00	\$1,065.00
	b. 100-199 Sprinklers	\$560.00	\$1,445.00
	c. 200 or More Sprinklers	\$668.00	\$1,825.00
19	Flammable & Combustible Liquids (per project)	NEW	\$1,217.00
20	Fuel Cell Power Systems (per project)	NEW	\$2,281.00
21	Gas Detection Systems (per project)	NEW	\$913.00
22	Hazardous Materials		
	a. Hazardous Materials Dispense/Use		
	1. 1-5 chemicals (per project)	NEW	\$1,521.00
	2. Each additional 5 chemicals	NEW	\$1,521.00

Exhibit "A" Attachment
 Revised Effective September 01, 2023

	PLAN REVIEW	CURRENT FEE	FEE SEPT. 01, 2023
	b. Hazardous Materials Storage		
	1. 1-5 chemicals	NEW	\$1,521.00
	2. Each additional 5 chemicals	NEW	\$1,521.00
23	Haunted House	NEW	\$913.00
24	Hood & Duct Fire Suppression System (Per System)	\$524.00	\$1,217.00
25	Industrial Oven	NEW	\$913.00
26	Kiosk/Booth/Special Concessions in Mall (temporary)	NEW	\$456.00
27	LPG Tank Installation – Commercial	\$428.00	\$760.00
28	LPG Tank Installation – Residential	\$393.00	\$760.00
29	Mapping Fee (i.e. New Subdivision/Site Plans)		
	a. Electronic Format		
	1. 1-25 Lots (Per Project)	\$285.00	\$304.00
	2. 26-100 (Lots)	\$524.00	\$608.00
	3. 101 or More Lots (Per Project)	\$524.00	\$913.00
30	Master Plan Sprinkler Production Homes	\$655.00	\$760.00
31	Motor Vehicle Repair Rooms and Booths (Per Project)	NEW	\$913.00
32	Plant Extraction (Per Project)	NEW	\$1,369.00
33	Residential Sprinkler System (Non-Production)	\$655.00	\$1,521.00
34	Residential Sprinkler System (T.I)	-	\$1,065.00
35	Satellite Television Letter	\$262.00	\$304.00
36	Site Plan Review (Per Project)		
	a. Perimeter Fencing/Gates	\$524.00	\$1,065.00
	b. Civil Improvement	\$524.00	\$1,217.00
37	Smoke Control or Exhaust Systems (Per Project)	\$524.00	\$2,738.00
38	Solar Panel (Per Project)		
	a. New Panels on Residential	\$524.00	\$760.00
	b. Commercial	\$524.00	\$913.00
39	Special Event Structures	NEW	\$913.00
40	Spray Booths (Per Project)	\$524.00	\$913.00
41	Spraying & Dipping	NEW	\$1,217.00
42	Sprinkler System Subdivision Production	\$524.00	\$913.00
43	Standpipe Systems	NEW	\$1,521.00
44	Stationary Fire Pump	\$1,572.00	\$1,521.00
45	Temporary Building Use (Per Project)	\$524.00	\$913.00
46	Temporary Sales Trailer (Per Project)	NEW	\$913.00
47	Underground Fire Supply Line (1 st 3 Hydrants/Risers) (Per Project)	\$524.00	\$1,673.00
	a. Each additional 3 hydrants	\$131.00	\$760.00
48	Will Serve Letter Processing	\$262.00	\$304.00

Notes:

- (1) Fee applies for additional or incomplete submittals beyond first submittal and one re-check included in initial plan review fee.
- (2) A minor plan is deemed appropriate on a case by case basis, for minor scopes of work as determined by the Fire Marshal.
- (3) Fee structure is set so that "scaled per sq. ft." project fees should be implemented as follows: per project fee from previous threshold + (remaining sq. ft. x per sq. ft. cost multiplier).

FEE SCHEDULE
Miscellaneous

	MISCELLANEOUS ¹	CURRENT FEE	FEE SEPT. 01, 2023
1	Administration Charges (i.e. Weed Abatement)(Per ½ Hour)	\$147.00	\$113.00
2	Additional Inspection/Re-inspection (Per ½ Hour)	\$373.00 (Minimum)	\$152.00
3	Appeals ²	\$586.00	\$1,217.00
4	Copies of Reports, Photographs, etc. (See Public Records Request Policy)	\$26.00 (plus \$0.50/page or actual cost to reproduce a \$182.00/hour)	
5	District Apparatus Emergency Response/Standby ⁴	Actual Cost	Actual Cost
6	Commercial False Alarm Cost Recovery ³		
	a. Processing and Inspection Required (Per Response)	\$292.00	\$456.00
	b. Suppression Unit Response Cost (Per Hour) ⁴	\$330.00	Actual Cost
	c. Inspection Follow Up (after initial correction notice) (per ½ hour)	\$124.00	\$152.00
7	Investigation Fee – Fire Investigation Cost Recovery (First Hour)	\$373.00 (Minimum)	\$349.00
	a. Each Additional Hour	\$182.00	\$233.00
8	Investigation Fee - Complaints (First Hour)	\$373.00	\$491.00
	a. Each Additional Hour	NEW	\$327.00
9	Monitoring Required Evacuation Drill ⁴	Actual Cost	Actual Cost
10	Negligently Caused Fire Emergency ⁴	Actual Cost	Actual Cost
11	Research of District Records (Per ½ Hour) (plus copy charge of \$1.00 for first page, plus \$0.10/page thereafter)	\$147.00	\$152.00
12	Responses Patient Assistance Request from "For Profit" Care Facilities ⁴	\$330.00	Actual Cost
12	Standby Personnel or Safety Officer ⁴	Actual Cost	Actual Cost
13	Technical Report/Alternative Material or Method Processing (2 Hour Minimum)	\$586.00	\$608.00
15	Lost Fire Permit Card	\$147.00	\$304.00
16	Special Inspection Requests (Not Otherwise Specified in Fee Schedule)	\$469.00	\$608.00
17	Credit Card Processing Fee ⁴	NEW	Actual Cost
18	Cost Recovery Based on Actual Time (per hour)		
	a. Fire Investigation	\$224.00	\$233.00
	b. Weed Abatement	\$129.00	\$226.00
	c. Code Complaint	NEW	\$327.00
	d. Inspection & Permit Services	\$292.00	\$304.00
	e. Suppression ⁴	\$330.00	Actual Cost

Notes:

(1) All fees shown in the Miscellaneous Section of the fee schedule are "minimum" amounts. Service required in excess of the minimum will be charged at adopted hourly rate.

**Exhibit "A" Attachment
Revised Effective September 01, 2023**

- (2) Whenever the Fire Chief disapproves an application, or refused to grant a permit applied for, or when it is claimed that the provisions of the Code do not apply, or that the true intent and meaning of the Code have been misconstrued or wrongly interpreted with regard to any part of Title 17.04 of the Sacramento County Code (California Fire Code), the applicant may appeal the decision to the District's Board of Directors within 20 calendar days. The decision of the District's Board of Directors is final. The fee is nonrefundable unless appeal is granted and shall accompany the appeal documentation.**
- (3) Costs established through this study is a per response cost. Please refer to District's false alarm policy for interpretation of these amounts into penalties for false alarms.**
- (4) Actual cost means the actual time and cost for service will be charged as deemed appropriate by the Fire Marshal or Finance Division.**



**METRO
FIRE**
SACRAMENTO

User Fee Study Update Presentation to Board

June 22, 2023

Presentation Agenda

1. Project Goals

2. Project Approach

3. Summary of Results

4. Questions

Project Goals

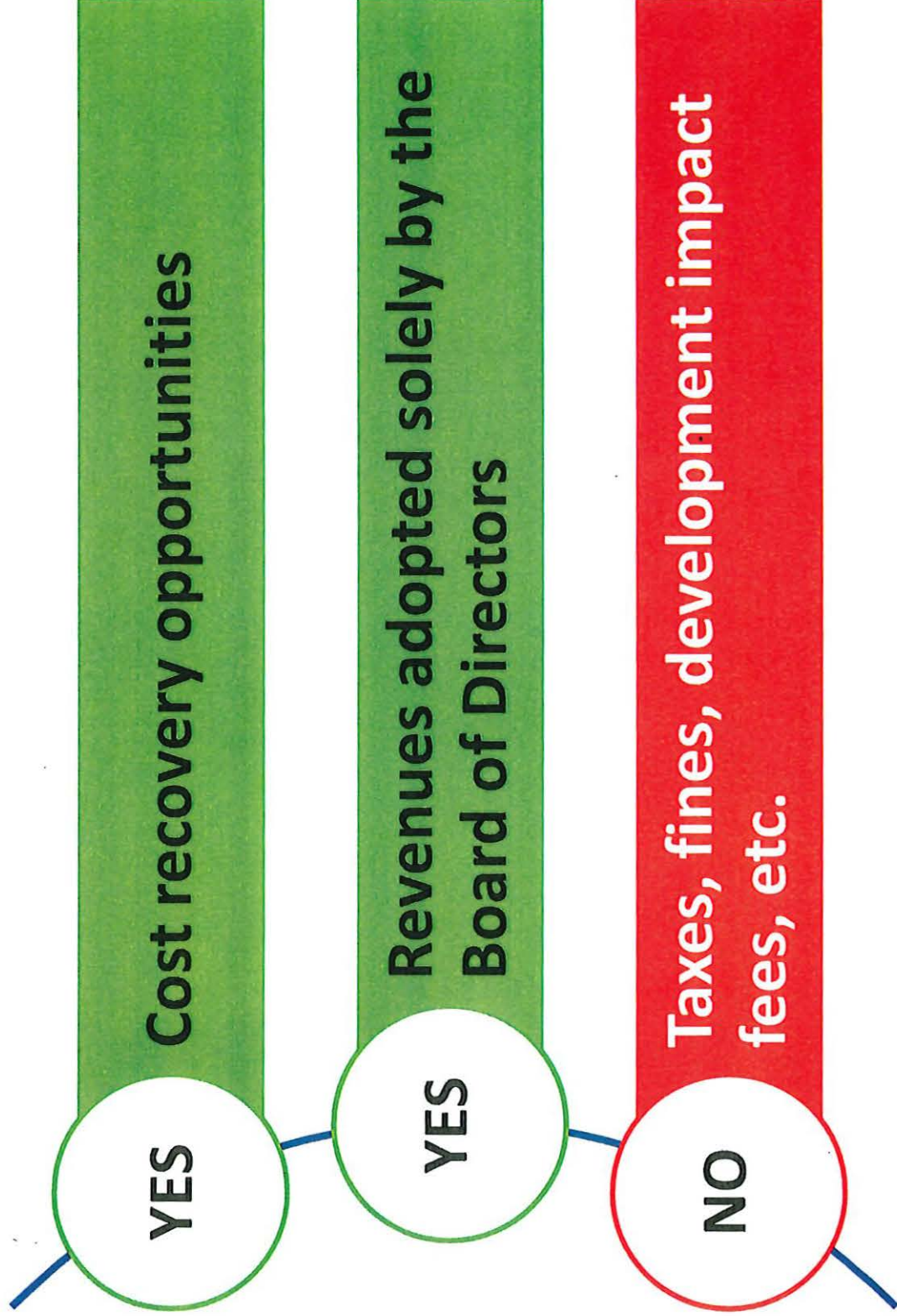
1

Understand
Full Cost of
Providing
Services

2

Set Fees
Accordingly

Project Scope



Authority for Fees

- **Proposition 26**

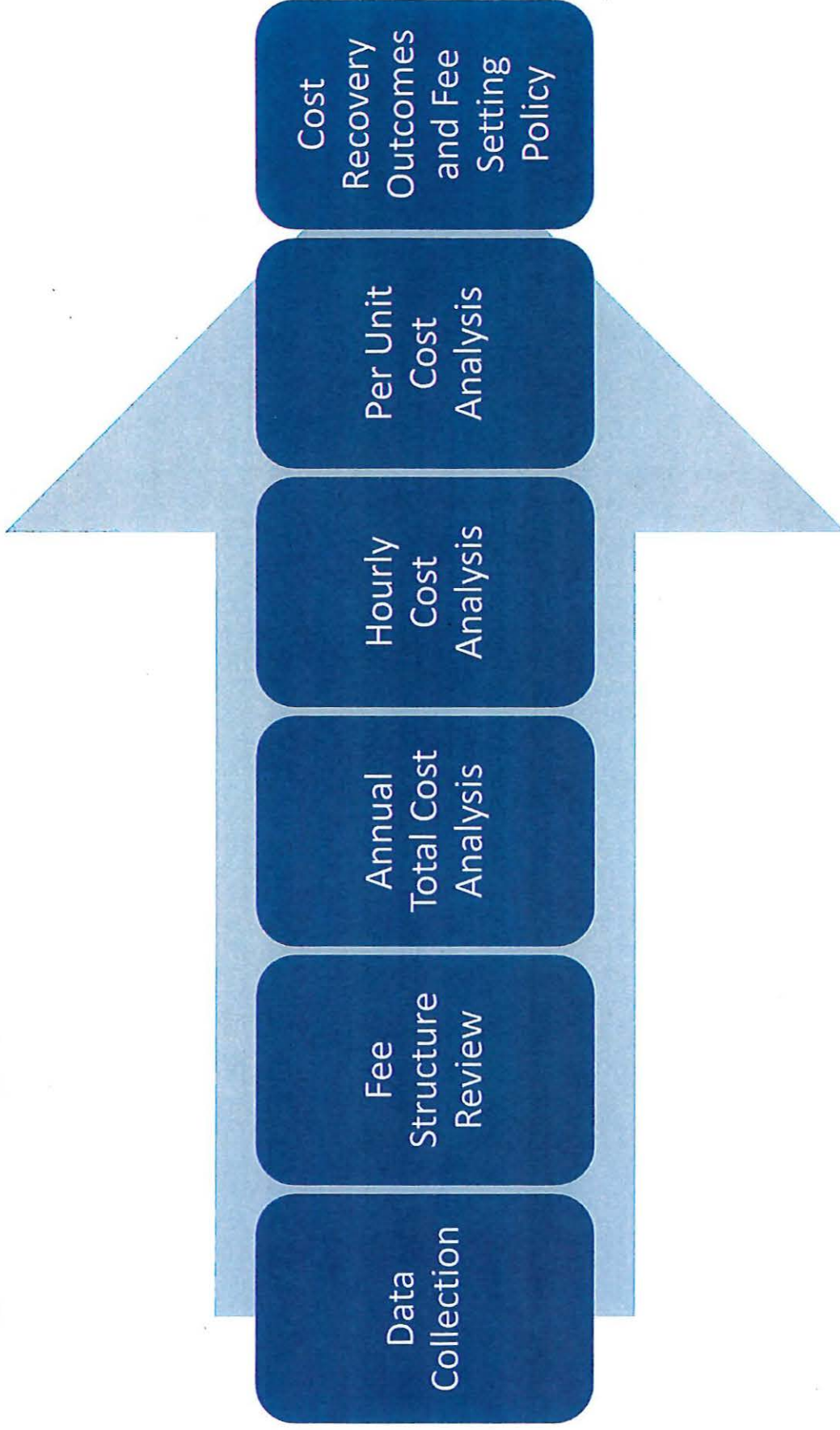
Article XIII C § 1(e)(3) Inspections and Regulatory Permits are exempt...however are still limited to the local government's reasonable costs.

- **Health and Safety Code
Section 13916**

“A district board may charge a fee to cover the cost of any service which the district provides...No fee shall exceed the costs reasonably borne by the district...”



Project Approach



Data Collected

1

Adopted budget and staffing

2

Workload from last complete Fiscal Year

3

Time estimates (annual and per fee item)

4

Current fees

Annual Total Cost Analysis

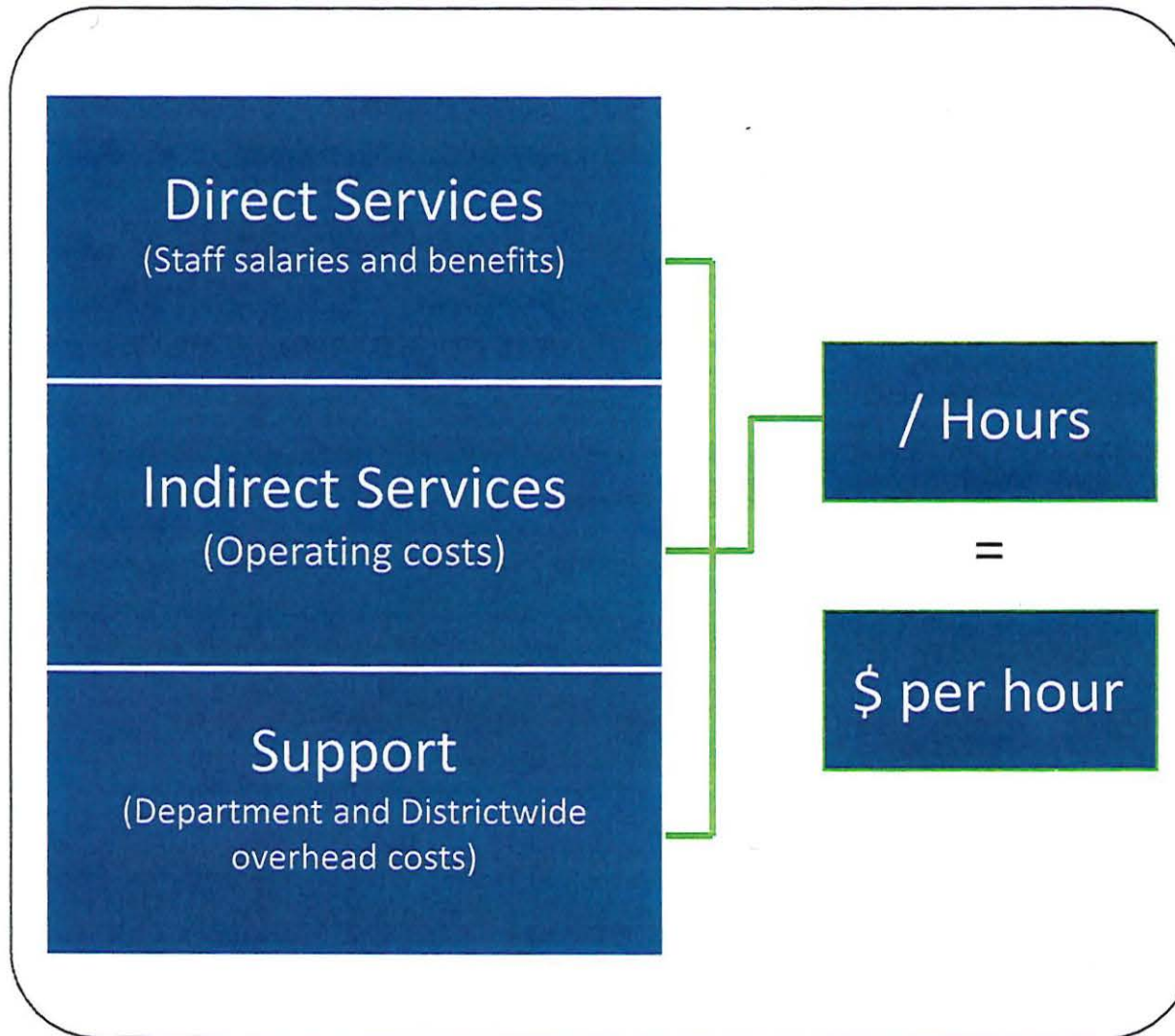
Direct

- Salaries and benefits
- Services and supplies

Indirect

- Division, Departmental and District-wide

Hourly Cost Analysis

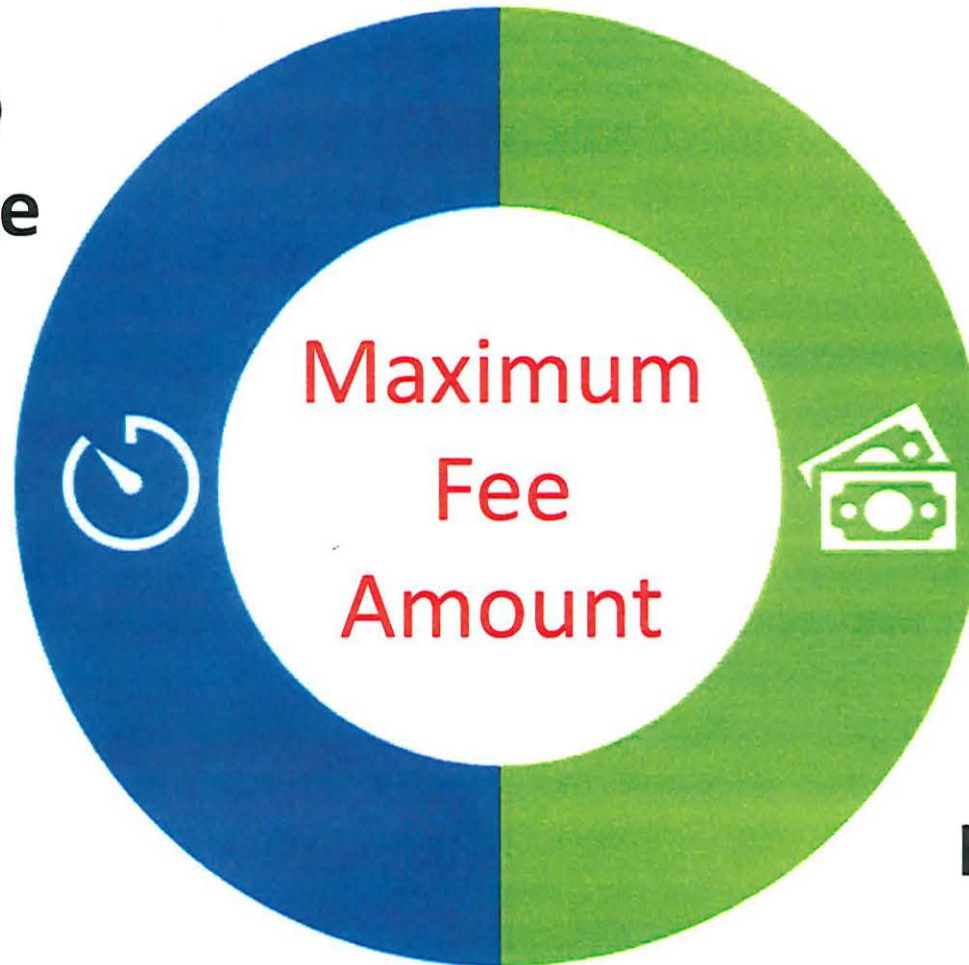


Fully-Burdened Hourly Rate Outcomes

- ✓ Fire Investigation: \$233
- ✓ Weed Abatement: \$226
- ✓ Code Complaint Response & Enforcement: \$327
- ✓ Inspections & Permit Services: \$304

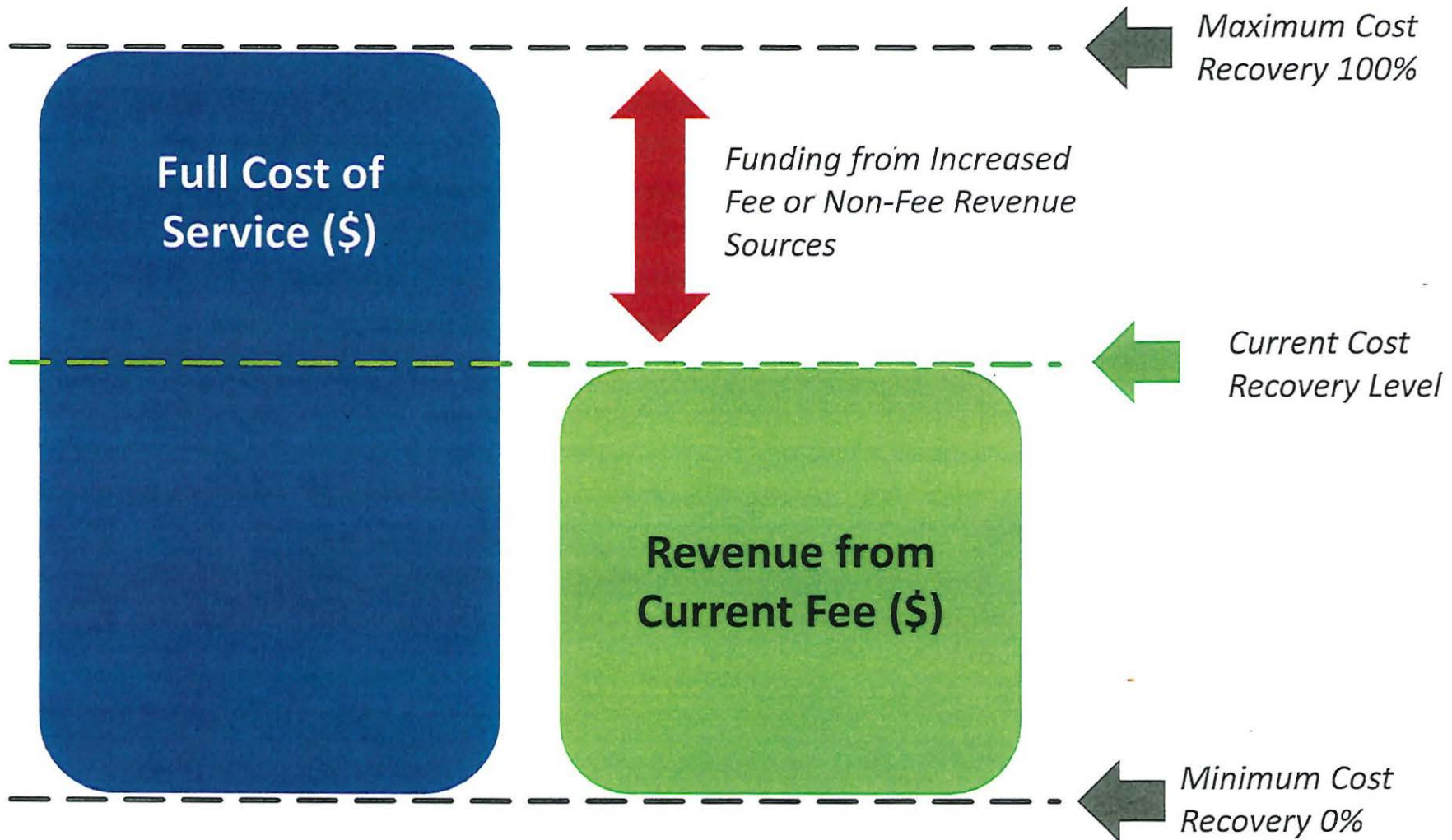
Per Unit Cost Analysis

Time to Complete



Fully-Burdened
Hourly Rate
(FBHR)

Cost Recovery/Fee Setting



Understanding Results of Fee Analysis

- Appendix A to the Final Report displays the results of the analysis for the District:
 - **Cost of Service per Activity** = fee amount at 100% cost recovery
 - **Existing Cost Recovery Percentage** = compares the full cost calculation to current fee
- Appendix B to the Final Report displays the Comparative Fee Survey for Fee Related Activities and Services to neighboring agencies.

Summary of Results

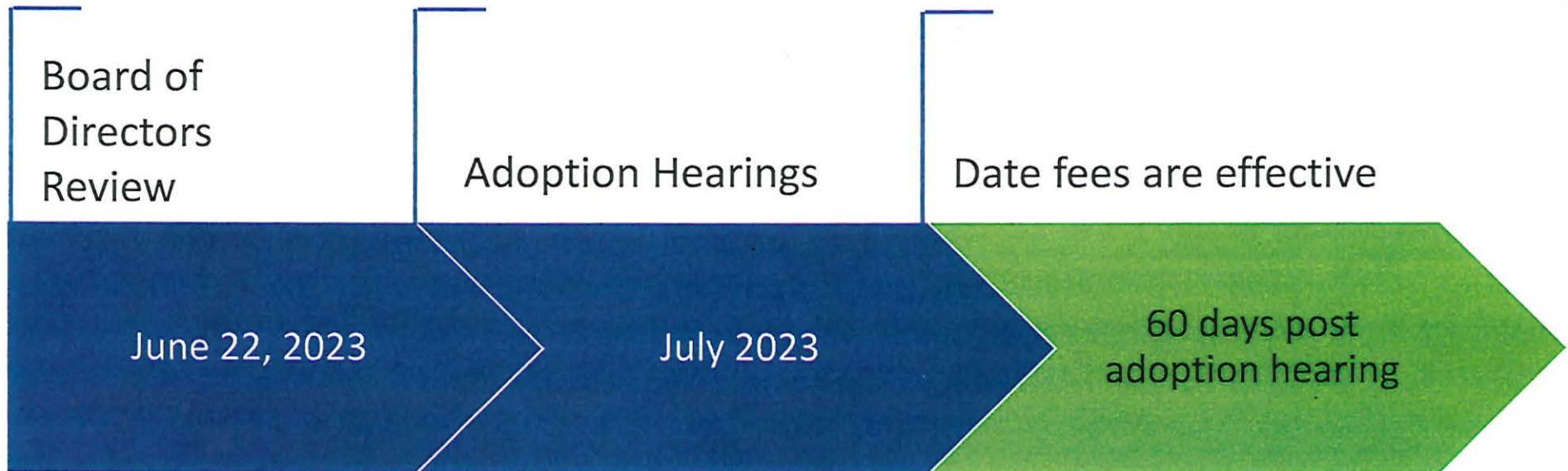
Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage
Permits to Operate and Occupancy Inspections	\$ 809,217	\$ 1,863,637	\$ (1,054,420)	43%
Development Plan Reivew and Inspection	\$ 1,743,621	\$ 3,849,292	\$ (2,105,672)	45%
Miscellaneous	\$ 12,433	\$ 15,209	\$ (2,776)	82%
Total	\$ 2,565,271	\$ 5,728,139	\$ (3,162,868)	45%

- The District currently recovers approximately 45% of the total annual cost of providing services.
- Should the Board adopt all fees at 100% of the Cost of Service per Activity amounts shown, an additional \$3.2 million could be recovered.
- The District's Staff Report discusses any fee recommendations lower than the 100% cost recovery level.

Comparative Survey

- Comparison agencies: Contra Costa County FPD, Cosumnes CSD, Fresno, Orange County, City of Sacramento
- Reasonable attempt to compare readily available information
- Caveats:
 - Differing cost recovery policies or procedures
 - Varied terminology for provision of similar services
 - Basis of fees and frequency of review differs among jurisdictions

User Fee Update – Next Steps



Questions or Comments?

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Project Manager



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Consultant



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SACRAMENTO METROPOLITAN FIRE DISTRICT

COMMUNITY RISK REDUCTION DIVISION

Final Report for:

User Fee Study Update

June 13, 2023

Prepared by:



Corporate Headquarters
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Temecula, CA 92592
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Appendices

Cost of Service Analysis (Fee Tables)
Comparative Fee Survey

Appendix A
Appendix B

1. EXECUTIVE SUMMARY

NBS performed a User Fee Study Update (Study) for the Sacramento Metropolitan Fire District Community Risk Reduction Division (District and/or CRRD). The purpose of this report is to present the findings and recommendations of the various fee analyses performed as part of the Study and provide the District with the information needed to update and establish user and regulatory fees for service. Throughout the process, the Study afforded much effort to ensure that not only are the fees and charges reasonable and equitable, but that they also meet industry standards and uphold the statutory requirements of the State of California.

California cities, counties, and special districts may impose user and regulatory fees for services and activities they provide through provisions set forth in the State Constitution, Article XIII C § 1. Under this legal framework, a fee may not exceed the reasonable cost of providing the service or performing the activity. For a fee to qualify as such, it must relate to a service or activity performed at the request of an individual or entity upon which the fee is imposed, or their actions specifically cause the local government agency to perform additional activities. In this instance, the service or underlying action causing the local agency to perform the service is either discretionary and/or is subject to regulation. As a discretionary service or regulatory activity, the user fees and regulatory fees considered in this Study fall outside of the definition and statutory requirement to impose general taxes, special taxes, and fees as a result of property ownership.

The District’s main reason for conducting this Study was twofold: (1) first, to ensure that existing fees do not exceed the costs of service, and (2) second, to provide an opportunity for the Board of Directors to re-align fee amounts with localized cost recovery policies.

1.1 Findings

This Study examined user and regulatory fees managed by the District’s Community Risk Reduction Division. The Study identified an estimated \$5.7 million in eligible costs for recovery from fees for service compared to approximately \$2.6 million the District is currently collecting each year from fees. The following table provides a summary of the Study’s results:

Table 1. Report Summary

Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage
Permits to Operate and Occupancy Inspections	\$ 809,217	\$ 1,863,637	\$ (1,054,420)	43%
Development Plan Reivew and Inspection	\$ 1,743,621	\$ 3,849,292	\$ (2,105,672)	45%
Miscellaneous	\$ 12,433	\$ 15,209	\$ (2,776)	82%
Total	\$ 2,565,271	\$ 5,728,139	\$ (3,162,868)	45%

As shown in Table 1 above, the District is recovering approximately 45% of the costs associated with providing fee-related services. Should the Board adopt fees at 100% of the full cost recovery amounts determined by this Study, an additional \$3.2 million in costs could be recovered.

However, Section 2.2.3 later explains, there may be other local policy considerations that support adopting fees at less than the calculated full cost recovery amount. Since this element of the Study is subjective, NBS provided the maximum potential of fee amounts at 100% full cost recovery for the District to consider. Once the Board of Directors has reviewed and evaluated the results of the Study, the District can set fees at appropriate cost recovery levels according to local policy goals and considerations.

1.2 Report Format

This report documents the analytical methods and data sources used in the Study, presents findings regarding current levels of cost recovery achieved from user and regulatory fees, discusses recommended fee amounts, and provides a comparative survey of fees to neighboring agencies for similar services. The report is organized into the following sections:

- Section 2 - Outlines the general framework, approach, and methodology of the Fee Study.
- Section 3 - Discusses the results of the cost of service analysis performed for CRRD. The analysis includes: (1) fully burdened hourly rate(s); (2) calculation of the costs of providing service; and, (3) the cost recovery performance of each fee category.
- Section 4 - Presents the conclusions of the analysis provided in the preceding sections.
- Appendices to this report - Include additional details of the analysis performed and a comparison of the fees imposed by neighboring agencies for similar services.

2. INTRODUCTION AND FUNDAMENTALS

2.1 Scope of Study

The following is a summary of the fees evaluated during the Study:

- Permits to Operate / Occupancy Inspections
- Development Plan Review and Inspection
- Miscellaneous

The fees examined in this report specifically exclude development impact fees, utility rates, and any special tax assessments which fall under a different set of statutory and procedural requirements from the body of user and regulatory fees analyzed in this Study. The Study also excludes facility and equipment rental rates, as well as most fines and penalties imposed by the District for violations of its requirements or codes.¹

2.2 Methods of Analysis

Three phases of analysis were completed for the District:



2.2.1 COST OF SERVICE ANALYSIS

This cost of service analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to an activity or service, including the real-time provision of the service. Indirect costs are those that support the provision of services in general but cannot be directly or easily assigned to a singular activity or service.

Components of the full cost of service include direct labor costs, indirect labor costs, specific direct non-labor costs where applicable, allocated non-labor costs, and allocated organization-wide overhead.

Definitions of these cost components are as follows:

- **Direct Labor costs** – Salary, wages and benefits expenses for District personnel specifically involved in the provision of services and activities to the public.
- **Indirect labor costs** – Personnel expenses supporting the provision of services and activities. This can include line supervision and division management, administrative support within a division, and staff involved in technical activities related to the direct services provided to the public.

¹ According to the California Constitution Article XIII C § 1 (e) (4) and (5), the District is not limited to the costs of service when charging for entrance to or use of government property, or when imposing fines and penalties.

- **Specific direct non-labor costs** – When applicable, discrete expenses incurred by the District due to a specific service or activity performed, such as contractor costs, third-party charges, and very specific materials used in the service or activity.
- **Allocated non-labor costs** – Expenses other than labor involved in the provision of services. In most cases, these costs are allocated across all services provided by the Division, rather than directly assigned to fee categories.
- **Allocated indirect organization-wide overhead** – These are expenses, both labor and non-labor, related to agency-wide support services. Support services include general administrative services such as Director’s Chief’s, Finance, Human Resources, etc. The amount of costs attributable to CRRD were sourced from a separate overhead Cost Allocation Plan, created by NBS.

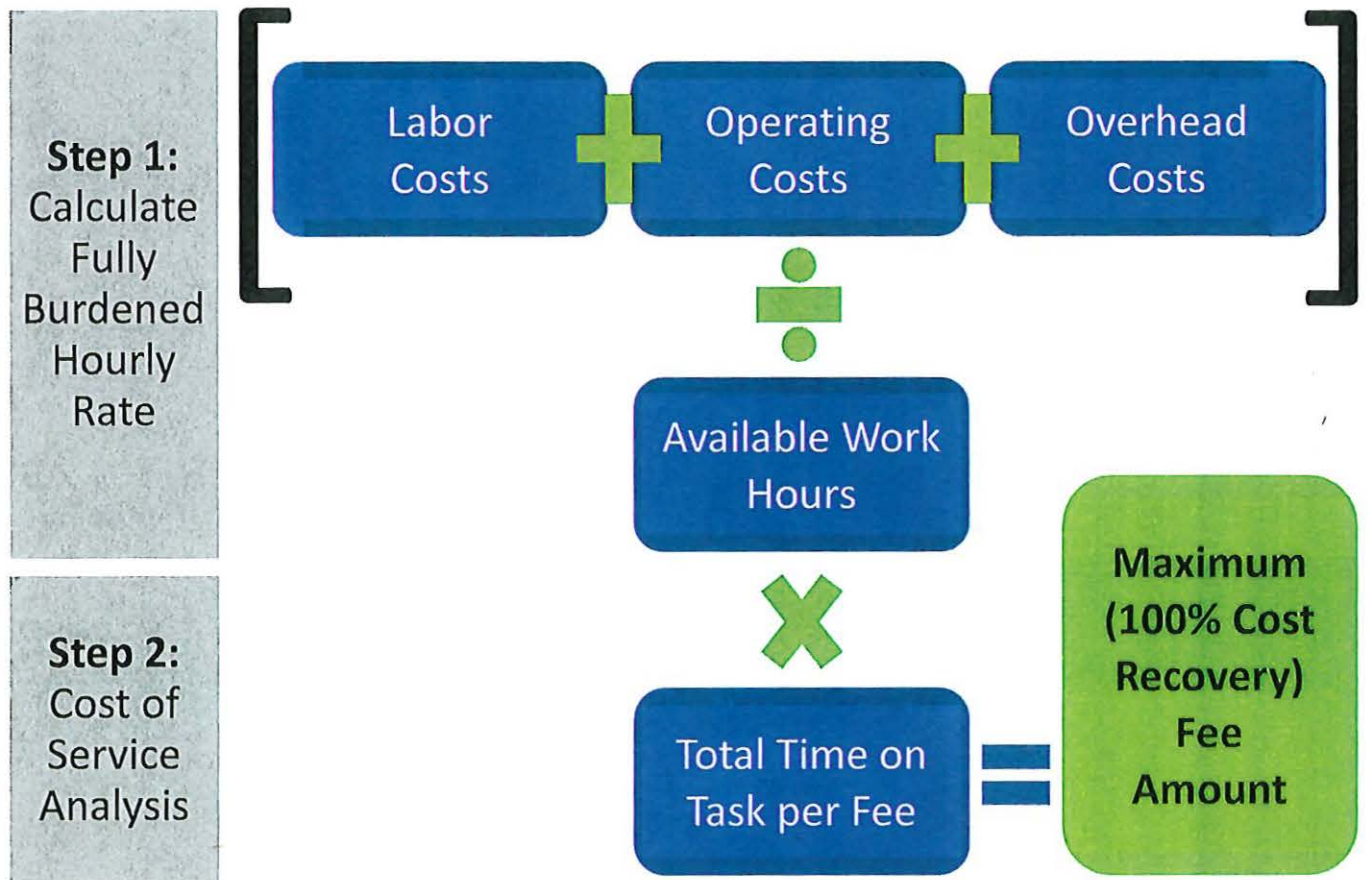
All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred by the Division in the provision of all services and activities District-wide.

Nearly all the fees reviewed in this Study require specific actions on the part of District staff to provide the service or conduct the activity. Since labor is the primary underlying factor in these activities, the Study expresses the full cost of service as a fully burdened cost per labor hour. NBS calculated a composite, fully burdened, hourly rate for CRRD. This rate serves as the basis for further quantifying the average full cost of providing individual services and activities. Determining the fully burdened labor rate requires two data sets: (1) the full costs of service, and (2) the number of staff hours available to perform those services. NBS derived the hours available based on the complete list of all CRRD employees and/or available service hours of its contracted professionals (where applicable).

The District supplied NBS with the total number of paid labor hours for each employee involved in the delivery of services included in this Study. These available hours represent the amount of productive time available to provide both fee-recoverable and non-fee recoverable services and activities. Available labor hours divided into the annual full costs of service equal the composite, fully burdened, labor rate. Some agencies may also use the resulting rates for purposes other than setting fees, such as calculating the full cost of general services or structuring a cost recovery agreement with another agency or third party.

NBS also assisted the District in estimating the staff time for the services and activities listed in the District’s fee schedule. Time tracking records can prove useful in identifying time spent providing general categories of service, however, the District does not systematically track the service time of activities for all individual fee-level services provided. Therefore, NBS also relied on interviews and questionnaires to develop the necessary data sets of estimated labor time. In many cases, the District provided estimates of the average amount of time (in minutes and hours) it took to complete a typical service or activity considered on a per-occurrence basis.

It should be noted that the development of these time estimates was not a one-step process but required careful review by both NBS and the District to assess the reasonableness of such estimates. Based on the results of this review, the District reconsidered its time estimates until all parties were comfortable that the fee models reasonably reflected the average service level provided by the District. Finally, the fully burdened labor rate(s) calculated in earlier steps were applied at the individual fee level time estimates, yielding an average total cost of providing each fee for service or activity. The graphic below provides a visual representation of the steps discussed in this section.



2.2.2 FEE ESTABLISHMENT

The fee establishment process includes a range of considerations, including the following:

- **Addition to and deletion of fees** – The Study provided the District with the opportunity to propose additions and deletions to their current fee schedules, as well as re-name, re-organize, and clarify which fees were to be imposed. Many of these fee revisions allowed for better adherence to current practices, as well as the improvement in the calculation, application, and collection of the fees owed by an individual. Some additions to the fee schedule were simply the identification of existing services or activities performed by District staff for which no fee is currently charged.
- **Revision to the structure of fees** – In most cases, the focus was to re-align the fee amount to match the costs of service and leave the current structure of fees unchanged. However, in several cases, fee categories and fee names had to be simplified or re-structured to increase the likelihood of full cost recovery or to enhance the fairness of how the fee is applied to the various types of fee payers.
- **Documentation of the tools used to calculate special cost recovery** – The District’s fee schedule should include the list of fully burdened rates developed by the Study. Documenting these rates in the fee schedule provides an opportunity for the Board of Directors to approve rates for cost recovery under a “time and materials” approach. It also provides clear publication of those rates so that all fee payers can readily reference the basis of any fee amounts. The fee schedule should provide language that supports special forms of cost recovery for activities and services not included in the adopted master fee schedule. In these rare instances, published rates are used to estimate a flat fee or bill on an hourly basis.

2.2.3 COST RECOVERY EVALUATION

The NBS fee model compares the existing fee for each service or activity to the average total cost of service quantified through this analysis. Here are the possible outcomes of the fee analysis:

- Cost recovery rate of 0% - This signifies that there is currently no current recovery of costs from fee revenues (or insufficient information available for evaluation).
- Cost recovery rate of 100% - This means that the fee currently recovers the full cost of service.
- Cost recovery rate between 0% and 100% - This indicates partial recovery of the full cost of service through fees.
- Cost recovery rate greater than 100% - This means that the fee exceeds the full cost of service. User fees and regulatory fees should not exceed the full cost of service.

In all cases, the cost recovery rate achieved by a fee should not be greater than 100%. In most cases, imposing a fee above this threshold could change the definition of the charge from a cost of service-based fee to a tax which has other procedural requirements, such as ballot protest or voter approval.

The next step in the process is for the Board to adopt a “target” level of cost recovery for each fee, established at either 100% or any amount less than the calculated full cost of service. Targets and recommendations reflect discretion on the part of the agency based on a variety of factors, such as

existing District policies and agency-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others.

A general method of selecting an appropriate cost recovery target is to consider the public and private benefits of the service or activity in question, such as:

- To what degree does the public at large benefit from the service?
- To what degree does the individual or entity requesting, requiring, or causing the service benefit?

When a service or activity benefits the public at large, there is generally little to no recommended fee amount (i.e., 0% cost recovery), reinforcing the fact that a service which truly benefits the public is best funded by general resources of the District, such as revenues from the General Fund (e.g., taxes). Conversely, when a service or activity wholly benefits an individual or entity, the cost recovery is generally closer to or equal to 100% of cost recovery from fees collected from the individual or entity.

In some cases, a strict public-versus-private benefit judgment may not be sufficient to finalize a cost recovery target. Any of the following factors and considerations may influence or supplement the public-versus-private benefit perception of a service or activity:

- If optimizing revenue potential is an overriding goal, is it feasible to recover the full cost of service?
- Will increasing fees result in non-compliance or public safety problems?
- Are there desired behaviors or modifications to behaviors of the service population helped or hindered through the degree of pricing for the activities?
- Does current demand for services support a fee increase without adverse impact to the community served or current revenue levels? In other words, would fee increases have the unintended consequence of driving away the population served?
- Is there a good policy basis for differentiating between the type of user (e.g., residents vs. non-residents, residential vs. commercial, non-profit entities, and business entities)?
- Are there broader District objectives that merit a less than full cost recovery target from fees, such as economic development goals and local social values?

NBS provided the cost of service calculation based on 100% full cost recovery and the framework for the District's use to adjust the amount of cost recovery in accordance with its broader goals as they pertain to code compliance, cost recovery, economic development, and social values.

2.2.4 COMPARATIVE FEE SURVEY

Appendix B presents the results of the Comparative Fee Survey for the District. Policy makers often request a comparison of their jurisdictional fees to those of surrounding or similar communities. The purpose of a comparison is to provide a sense of the local market pricing for services, and to use that information to gauge the impact of recommendations for fee adjustments.

In this effort, NBS worked with the District to choose five comparative agencies – Contra Costa County FPD, Cosumnes CSD, Fresno County, Orange County, and City of Sacramento. It is important to keep the following in mind when interpreting the general approach to, and use of, comparative survey data:

- Comparative surveys do not provide information about cost recovery policies or procedures inherent in each comparison agency.
- A “market-based” decision to price services below the full cost of service calculation is the same as deciding to subsidize that service.
- Comparative agencies may or may not base their fee amounts on the estimated and reasonable cost of providing services. NBS did not perform the same level of analysis of the comparative agencies’ fees.
- The results of comparative fee surveys are often non-conclusive for many fee categories. Comparison agencies typically use varied terminology for the provision of similar services.

NBS made every reasonable attempt to source each comparison agency’s fee schedule from their respective websites and compile a comparison of fee categories and amounts for the most readily comparable fee items that match the District’s existing fee structure.

2.2.5 DATA SOURCES

The following data sources were used to support the cost of service analysis and fee establishment phases of this Study:

- The District’s Adopted mid-year Budget for Fiscal Year 2022-23
- A complete list of all District personnel, salary/wage rates, regular hours, paid benefits, and paid leave amounts provided by the Finance Department
- Prevailing fee schedules
- Annual workload data provided by CRRD

The District’s adopted budget serves as an important source of information that affects the cost of service results. NBS did not audit or validate the District’s financial documents and budget practices, nor was the cost information adjusted to reflect different levels of service or any specific, targeted performance benchmarks. This Study accepts the District’s budget as a legislatively adopted directive describing the most appropriate and reasonable level of District spending. NBS consultants accept the Board of Directors’ deliberative process and the District’s budget plan and further assert that through this legislative process, the District has yielded a reasonable and valid expenditure plan to use in setting cost-based fees.

3. COMMUNITY RISK REDUCTION DIVISION

The Community Risk Reduction Division (formerly Fire Prevention Bureau) is responsible for protecting the public through coordinated efforts in fire prevention, code enforcement, fire protection engineering, fire and life safety education and fire investigation. Fire Inspectors responsible for code enforcement inspect existing buildings and properties for fire code violations, assist fire suppression personnel, respond to complaints, and review and approve licensed care facilities. Fire Inspectors are responsible for fire protection engineering review plans for all construction projects and fire protection systems and conduct the testing and inspections for those projects. CRRD also manages the weed abatement program, and reviews, approves and inspects special events, carnivals, fairs and fireworks displays.

3.1 Cost of Service Analysis

NBS developed a composite, fully burdened, hourly rate for each major functional activity of CRRD as shown in Table 2 below:

Table 2. Fully Burdened Hourly Rate

Cost Element	Fire Investigation	Weed Abatement	Code Complaint Response/Enf	Inspections & Permit Services	Total
Labor	\$ 783,889	\$ 54,338	\$ 322,152	\$ 2,058,496	\$ 3,218,875
Recurring Non-Labor	22,403	1,916	32,359	152,718	209,396
District-wide Overhead	80,751	13,575	80,482	514,263	689,070
Division Support Activities	801,939	63,130	393,259	2,463,994	3,722,322
Division Total	\$ 1,688,981	\$ 132,959	\$ 828,252	\$ 5,189,470	\$ 7,839,663
Fully Burdened Hourly Rate	\$ 233	\$ 226	\$ 327	\$ 304	
<i>Reference: Direct Hours Only</i>	7,252	588	2,533	17,061	
Overtime Rate				\$ 333	

Section 2.2, *Methods of Analysis*, further describes the types of expenditures and allocated costs considered in the development of the rate. All subsequent cost of service calculations at the individual fee level assumes a fully burdened hourly rate of **\$233** for Fire Investigation activities, **\$226** for Weed Abatement, **\$327** for Code Complaint Response/Enforcement, **\$304** for Inspection & Permit service activities during regular business hours, and **\$333** for Inspection & Permit services after business hours.

It should be noted that this Study also recognizes costs associated with services that are not generally recoverable in user or regulatory fees for service. As shown in Table 2, the total cost of CRRD is \$7.8 million for all activities and services provided. However, only approximately \$5.2 million of costs are eligible for recovery in the user and regulatory fees studied. The Division provides some services which are, for the most part, supported by general funds of the District such as Arson Investigation, and Weed Abatement. Similar to routine emergency response and suppression activities, these services should not be expected to achieve 100% cost recovery through user or regulatory fees for service.

3.2 Fee Establishment

The following broadly describes the services provided by the Division under each section of the proposed fee structure.

- **Sections A. Permits to Operate, B. Occupancy Inspections** – CRRD issues one-time operational permits and inspects commercial and multifamily occupancies on a periodic basis, as required by local and/or State laws. Fees are structured by type of permit or service required, as well as occupancy or project type and size.
- **Section C. Development Plan Review and Inspection** – The scope of this study determined the full cost of providing plan review and field inspection services related to construction of new buildings / structures, as well as improvements to existing buildings / structures. Additionally, CRRD also regulates installation and improvement to fire sprinkler and fire alarm systems, underground fire service, fire pump testing and water tank installation.
- **Section D. Miscellaneous** – Includes the production of incident and investigation reports, copies, hourly rates for services required in excess of standard or performance of duties after hours, and other fee items not covered under previous categories listed.

The following is a summary of the overall changes to the CRRD fee schedule:

- Deletion of fees that are no longer used or needed:
 - Section B - Commercial day care: R-3 – 7-14 persons
 - Section C
 - Deferred submittal request
 - Certificate of release – residential care facility / large family daycare
 - Underground tank
 - Section D
 - Emergency response caused by driver under the influence (D.U.I.)
 - Existing environmental hazard research (per ½ hour)
 - Controlled access (i.e. key switch, padlock or box)
- Reorganization of fee categories or clarification of fee names to create a more user-friendly fee structure:
 - Section B
 - Educational: public schools – this service used to be provided at no charge, but will now be charged at the same rate as private schools based on number of students.
 - Midrise inspections (4-6 stories) – this service is now included under the Commercial Business Inspection category based on square footage.
- Addition of new fee categories, notated as “New” in the Current Fee column of Appendix A:
 - Section A
 - Additive manufacturing
 - Outdoor assembly events (greater than 1,000 people)
 - Carbon dioxide systems
 - Energy storage systems
 - Lithium batteries

- Mobile fueling of hydrogen-fueled vehicles
- Section B
 - Educational: 500+ students
 - Commercial business inspections - 200,001 – 500,000 sq. ft.
 - Commercial business inspections - 500,001 sq. ft. or greater
- Section C
 - Design review/consultation – Plan design review & additional hours
 - Hazardous materials – dispense/use & storage
 - Energy storage systems (ESS)
 - Temporary sales trailer
 - Cryogenic fluids
 - Flammable and combustible liquids
 - Fuel cell power systems
 - Gas detection systems
 - Industrial ovens
 - Motor vehicle repair rooms and booths
 - Plant extraction
 - Special event structures
 - Haunted house
 - Enhanced vapor recovery system
 - Kiosk/booth/special concessions in mall (temporary)
 - Spraying and dipping
 - Standpipe systems
- Section D – passthrough credit card processing fee

3.3 Cost Recovery Evaluation

Appendix A presents the results of the detailed cost recovery analysis of fees for the District’s Community Risk Reduction Division. In the Appendix, the “Cost of Service per Activity” column establishes the maximum adoptable fee amount for the corresponding service identified in the “Fee Description” list.

Currently, CRRD is recovering approximately 45% of the total cost of providing services from fees. As Table 3 shows, the District collects approximately \$2.6 million per year in revenue at the current fee amounts. At full cost recovery and the same demand level for these services, the District would recover approximately \$5.7 million.

Table 3. Cost Recovery Outcomes

Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage
Permits to Operate and Occupancy Inspections	\$ 809,217	\$ 1,863,637	\$ (1,054,420)	43%
Development Plan Review and Inspection	\$ 1,743,621	\$ 3,849,292	\$ (2,105,672)	45%
Miscellaneous	\$ 12,433	\$ 15,209	\$ (2,776)	82%
Total	\$ 2,565,271	\$ 5,728,139	\$ (3,162,868)	45%

NBS provided a full cost of service evaluation and the framework for considering fees, while the Board will adopt the appropriate cost recovery levels at or below full cost amounts.

3.4 Comparison Survey

As discussed in Section 2.2.4, Comparative Fee Survey, NBS compared the Division's current list of fees to those of 5 comparative agencies. While the results of comparative fee surveys are often non-conclusive for many categories, NBS made every reasonable attempt to source each comparison agency's fee schedule.

4. CONCLUSION

Based on the outcomes of the Cost of Service Analysis, Fee Establishment, and Cost Recovery Evaluation presented in this Study, the proposed Master Fee Schedule has been prepared by the District for implementation and included in the District's Staff Report.

As discussed throughout this report, the intent of the proposed fee schedule is to improve the District's recovery of costs incurred to provide individual services, as well as adjust fees where the fees charged exceed the average costs incurred. Predicting the amount to which any adopted fee increases will affect District revenues is difficult to quantify. For the near-term, the District should not count on increased revenues to meet any specific expenditure plan. Experience with the revised fee amounts should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the District, proposed fee amendments should enhance the District's cost recovery performance over time, providing it the ability to stretch other resources further for the benefit of the public at-large.

The District's Master Fee Schedule should become a living document, but handled with care:

- A fundamental purpose of the fee schedule is to provide clarity and transparency to the public and to staff regarding fees imposed by the District. Once adopted by the Board of Directors, the fee schedule is the final word on the amount and method in which fees should be charged and supersedes all previous fee schedules. If it is discovered that the master document is missing certain fees, those fees will eventually need to be added to the master fee schedule and should not exist outside the consolidated, master framework.
- The District should consider adjusting these user fees and regulatory fees on an annual basis to keep pace with cost inflation. For all fees and charges, for example, the District could use a Consumer Price Index adjustment that is applied to the new fee schedule. Conducting a comprehensive user fee Study is not an annual requirement, and only becomes worthwhile over time as shifts in organization, local practices, legislative values, or legal requirements result in significant change.

As a final note, it is worth mentioning the path that fees, in general, have taken in the State of California. In recent years, there is more public demand for the precise and equitable accounting of the basis for governmental fees and a greater say in when and how they are charged. It is likely that into the future, user and regulatory fees will require an even greater level of analysis and supporting data to meet the public's growing expectations. An agency's ability to meet these new pressures will depend on the level of technology they invest in their current systems. Continuous improvement and refinement of time tracking abilities will greatly enhance the District's ability to set fees for service and identify unfunded activities in years to come.

Disclaimer: In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions and events that may occur in the future. This information and assumptions, including the District's budgets, time estimate data, and workload information from District staff, were provided by sources we believe to be reliable; however, NBS has not independently verified such information and assumptions. While we believe NBS' use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

APPENDIX A

Cost of Services Analysis (Fee Tables)

Prepared by NBS for the Sacramento Metropolitan Fire District

Fee No.	Fee Description	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues	
									Current Fee	Full Cost
A. PERMITS TO OPERATE			[1, 2]							
1	Additive Manufacturing		2.00	\$ 304	\$ 608	NEW	%	-	\$ -	\$ -
2	Aerosol Products (first 500 lbs.)		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
3	Amusement Buildings		3.00	\$ 304	\$ 913	\$ 469	51%	-	\$ -	\$ -
4	Aviation Facilities		4.00	\$ 304	\$ 1,217	\$ 938	77%	-	\$ -	\$ -
5	Carnivals, Fairs, Festivals, Exhibitions, or Special Events (Plan Review & Inspection)		3.00	\$ 304	\$ 913	\$ 469	51%	25	\$ 11,725	\$ 22,814
	a. Each additional booth, exhibits, etc.		0.10	\$ 304	\$ 30	\$ 24	79%	-	\$ -	\$ -
	b. Outdoor assembly events (greater than 1,000 people)		6.00	\$ 304	\$ 1,825	NEW	%	-	\$ -	\$ -
6	Cellulose Nitrate Film		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
7	Combustible Dust Producing Operations		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
8	Combustible Fibers		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
9	Compressed Gases		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
	a. Carbon dioxide systems		2.00	\$ 304	\$ 608	NEW	%	10	-	\$ 6,084
10	Covered and Open Mall Buildings		8.00	\$ 304	\$ 2,433	\$ 1,875	77%	-	\$ -	\$ -
11	Cryogenic Fluids		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
12	Cutting and Welding		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
13	Dry Cleaning		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
14	Energy Storage Systems		2.00	\$ 304	\$ 608	NEW	%	-	\$ -	\$ -
15	Exhibit and Trade Shows		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
16	Explosives		2.50	\$ 304	\$ 760	\$ 586	77%	-	\$ -	\$ -
17	Fire Hydrants and Valves		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
18	Flammable and Combustible Liquids		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
	a. Use/Operate/Repair Pipeline		2.50	\$ 304	\$ 760	\$ 586	77%	-	\$ -	\$ -
19	Floor Finishing		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
20	Fruit and Crop Ripening		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
21	Fumigation and Insecticidal Fogging		2.00	\$ 304	\$ 608	\$ -	0%	-	\$ -	\$ -
22	Hazardous Materials		4.00	\$ 304	\$ 1,217	\$ 586	48%	2	\$ 1,172	\$ 2,433
23	HPM Facilities		4.00	\$ 304	\$ 1,217	\$ 586	48%	-	\$ -	\$ -
24	High Pile Storage		2.50	\$ 304	\$ 760	\$ 586	77%	5	\$ 2,930	\$ 3,802
25	Hot Work Operations		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
26	Industrial Ovens		2.50	\$ 304	\$ 760	\$ 586	77%	-	\$ -	\$ -
27	Lithium Batteries		2.00	\$ 304	\$ 608	NEW	%	-	\$ -	\$ -
28	Lumber Yards & Woodworking Plants		2.50	\$ 304	\$ 760	\$ 586	77%	-	\$ -	\$ -
29	Liquid or Gas Fueled Vehicles In Assembly		2.50	\$ 304	\$ 760	\$ 586	77%	-	\$ -	\$ -
30	LP Gas		2.00	\$ 304	\$ 608	\$ 469	77%	2	\$ 938	\$ 1,217
31	Magnesium		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
32	Miscellaneous Combustible Storage		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
33	Mobile Fueling of Hydrogen-Fueled Vehicles		2.00	\$ 304	\$ 608	NEW	%	-	\$ -	\$ -
34	Motor Fuel Dispensing Facilities		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
35	Plant Extraction Systems		3.00	\$ 304	\$ 913	n/a	%	-	\$ -	\$ -
36	Open Burning (Burn Permit)		0.25	\$ 304	\$ 76	\$ -	0%	30	\$ -	\$ 2,281

Fee No.	Fee Description	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues	
									Current Fee	Full Cost
37	Open Flames and Torches		1.50	\$ 304	\$ 456	\$ -	0%	-	\$ -	\$ -
38	Open Flames and Candles		1.50	\$ 304	\$ 456	\$ -	0%	-	\$ -	\$ -
39	Organic Coatings		2.50	\$ 304	\$ 760	\$ 586	77%	-	\$ -	\$ -
40	Places of Assembly									
	a. 50-99		1.50	\$ 304	\$ 456	\$ 234	51%	20	\$ 4,680	\$ 9,125
	b. 100-299		2.50	\$ 304	\$ 760	\$ 373	49%	15	\$ 5,595	\$ 11,407
	d. 300 or more		3.00	\$ 304	\$ 913	\$ 586	64%	5	\$ 2,930	\$ 4,563
41	Private Hydrants		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
42	Pyrotechnic Special Effects Material									
	a. Fireworks Aerial Display									
	1. 60 or less shells		6.00	\$ 304	\$ 1,825	\$ 1,406	77%	1	\$ 1,406	\$ 1,825
	2. 61 to 120 shells		10.00	\$ 304	\$ 3,042	\$ 1,641	54%	-	\$ -	\$ -
	3. 121 to 180 shells		10.00	\$ 304	\$ 3,042	\$ 1,875	62%	2	\$ 3,750	\$ 6,084
	4. 181 to 240 shells		10.00	\$ 304	\$ 3,042	\$ 2,108	69%	-	\$ -	\$ -
	5. 241 or more shells		10.00	\$ 304	\$ 3,042	\$ 2,343	77%	5	\$ 11,715	\$ 15,209
	b. Fireworks Retail Stand		1.50	\$ 304	\$ 456	\$ 373	82%	140	\$ 52,220	\$ 63,878
	c. Fireworks Set Pieces									
	1. With Aerial Display		1.00	\$ 304	\$ 304	\$ 234	77%	-	\$ -	\$ -
	2. Without Aerial Display		3.00	\$ 304	\$ 913	\$ 469	51%	-	\$ -	\$ -
	d. Fireworks - special effects Pyrotechnic effects used in motion picture, television, theatrical and group entertainment (first 2 hours)		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
	1. Each additional hour		1.00	\$ 304	\$ 304	\$ 234	77%	-	\$ -	\$ -
43	Pyroxylin Plastics		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
44	Refrigeration Equipment		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
45	Repair Garages and Motor Fuel-Dispensing Facilities		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
46	Rooftop Helports		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
47	Spraying or Dipping		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ -	\$ -
48	Storage of Scrap Tires and Tire Byproducts		2.50	\$ 304	\$ 760	\$ 586	77%	-	\$ -	\$ -
49	Temporary Membrane Structures & Tents	[B]								
	a. 400 - 1,499 s.f.		2.50	\$ 304	\$ 760	\$ 469	62%	4	\$ 1,876	\$ 3,042
	b. 1,500 - 2,999 s.f.		3.00	\$ 304	\$ 913	\$ 586	64%	5	\$ 2,930	\$ 4,563
	c. 3,000 - 5,999 s.f.		3.50	\$ 304	\$ 1,065	\$ 702	66%	4	\$ 2,808	\$ 4,259
	d. 6,000 s.f. and above		4.00	\$ 304	\$ 1,217	\$ 819	67%	5	\$ 4,095	\$ 6,084
50	Tire Rebuilding Plants		2.50	\$ 304	\$ 760	\$ 586	77%	-	\$ -	\$ -
51	Waste Handling		2.50	\$ 304	\$ 760	\$ 586	77%	-	\$ -	\$ -
52	Wood Products		2.50	\$ 304	\$ 760	\$ 469	62%	-	\$ -	\$ -
53	Occupancies with 2 or More Permits, Each Additional Permit	[B]	0.25	\$ 304	\$ 76	\$ 59	78%	-	\$ -	\$ -

Fee No.	Fee Description	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues	
									Current Fee	Full Cost
B. OCCUPANCY INSPECTIONS										
		[1]								
1	Commercial Day Care									
	a. 7-49 persons		2.00	\$ 304	\$ 608	\$ 234	38%	30	\$ 7,020	\$ 18,251
	b. 50-149 persons		3.00	\$ 304	\$ 913	\$ 469	51%	50	\$ 23,450	\$ 45,627
	c. 150 or more persons		4.50	\$ 304	\$ 1,369	\$ 586	43%	3	\$ 1,758	\$ 4,106
2	Educational									
	a. 1-99 students		3.00	\$ 304	\$ 913	\$ 234	26%	53	\$ 12,402	\$ 48,365
	b. 100-199 students		4.00	\$ 304	\$ 1,217	\$ 469	39%	24	\$ 11,256	\$ 29,201
	c. 200-499 students		5.00	\$ 304	\$ 1,521	\$ 586	39%	78	\$ 45,708	\$ 118,630
	d. 500+ students		6.00	\$ 304	\$ 1,825	NEW	%	101	\$ -	\$ 184,333
3	Institutional									
	a. Hospitals		13.00	\$ 304	\$ 3,954	\$ 1,875	47%	2	\$ 3,750	\$ 7,909
4	Pre-Inspection (R-2.1, R-3.1 and R-4 Facilities - H&S 13235)									
	a. Facilities with 25 or less persons		2.00	\$ 304	\$ 608	\$ 234	38%	25	\$ 5,850	\$ 15,209
	b. Facilities with 26 or more persons		3.00	\$ 304	\$ 913	\$ 469	51%	5	\$ 2,345	\$ 4,563
5	High Rise Inspections									
	a. B-7 to 10 Stories		6.50	\$ 304	\$ 1,977	\$ 1,523	77%	-	\$ -	\$ -
	b. B-11 or more Stories		8.00	\$ 304	\$ 2,433	\$ 1,875	77%	1	\$ 1,875	\$ 2,433
6	Residential Apartments									
	a. Up to 4 units		1.50	\$ 304	\$ 456	\$ 117	26%	355	\$ 41,535	\$ 161,976
	b. 5-25 Units		2.00	\$ 304	\$ 608	\$ 352	58%	240	\$ 84,480	\$ 146,007
	c. 26-100 Units		3.00	\$ 304	\$ 913	\$ 526	58%	400	\$ 210,400	\$ 365,016
	d. 101-300 Units		4.00	\$ 304	\$ 1,217	\$ 579	48%	220	\$ 127,380	\$ 267,679
	e. 301+ units		5.00	\$ 304	\$ 1,521	\$ 826	54%	14	\$ 11,564	\$ 21,293
7	Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance/Annual Inspection									
	a. 7-25 units		3.00	\$ 304	\$ 913	\$ 352	39%	20	\$ 7,040	\$ 18,251
	b. 26-100 units		4.00	\$ 304	\$ 1,217	\$ 527	43%	20	\$ 10,540	\$ 24,334
	c. 101-300 units		5.00	\$ 304	\$ 1,521	\$ 703	46%	15	\$ 10,545	\$ 22,814
	d. 301 or more units		6.00	\$ 304	\$ 1,825	\$ 878	48%	2	\$ 1,756	\$ 3,650
8	Annual Inspection Hotel/Motel									
	a. 7-25 units		2.50	\$ 304	\$ 760	\$ 352	46%	4	\$ 1,408	\$ 3,042
	b. 26-100 units		3.00	\$ 304	\$ 913	\$ 527	58%	15	\$ 7,905	\$ 13,688
	c. 101-300 units		4.00	\$ 304	\$ 1,217	\$ 703	58%	20	\$ 14,060	\$ 24,334
	d. 301 or more units		5.00	\$ 304	\$ 1,521	\$ 878	58%	1	\$ 878	\$ 1,521

Fee No.	Fee Description	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis		
			Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues	
									Current Fee	Full Cost
9	Commercial Business Inspections	(4)								
	a. 0 – 2000 sq. ft.		1.50	\$ 304	\$ 456	\$ 117	26%	90	\$ 10,530	\$ 41,064
	b. 2001 – 5000 sq. ft.		2.25	\$ 304	\$ 684	\$ 234	34%	35	\$ 8,190	\$ 23,954
	c. 5,001 – 10,000 sq. ft.		3.00	\$ 304	\$ 913	\$ 352	39%	15	\$ 5,280	\$ 13,688
	d. 10,001 – 20,000 sq. ft.		3.75	\$ 304	\$ 1,141	\$ 469	41%	15	\$ 7,035	\$ 17,110
	e. 20,001 – 40,000 sq. ft.		4.50	\$ 304	\$ 1,369	\$ 586	43%	10	\$ 5,860	\$ 13,688
	f. 40,001 – 80,000 sq. ft.		5.25	\$ 304	\$ 1,597	\$ 703	44%	8	\$ 5,624	\$ 12,776
	g. 80,001 – 120,000 sq. ft.		6.00	\$ 304	\$ 1,825	\$ 820	45%	3	\$ 2,460	\$ 5,475
	h. 120,001 – 150,000 sq. ft.		6.75	\$ 304	\$ 2,053	\$ 938	46%	1	\$ 938	\$ 2,053
	i. 150,001 – 200,000 sq. ft.		7.50	\$ 304	\$ 2,281	\$ 1,055	46%	1	\$ 1,055	\$ 2,281
	j. 200,001 – 500,000 sq. ft.		10.00	\$ 304	\$ 3,042	NEW	%	-	\$ -	\$ -
	k. 500,001 sq. ft. or greater		13.00	\$ 304	\$ 3,954	NEW	%	-	\$ -	\$ -
10	Storage Facilities									
	With Interior Corridors		4.00	\$ 304	\$ 1,217	\$ 786	65%	5	\$ 3,930	\$ 6,084
	Without Interior Corridors		3.00	\$ 304	\$ 913	\$ 528	58%	5	\$ 2,640	\$ 4,563
11	2+ Permits, each additional permit after first permit	(2)	0.25	\$ 304	\$ 76	\$ 73	96%	-	\$ -	\$ -
TOTAL									\$ 809,217	\$ 1,863,637

- [Notes]
- [1] Permit fees include an initial inspection and one reinspection. Failure to comply with inspection program or second re-inspection will result in additional inspection fees per Section D, Item 2 of this fee schedule.
 - [2] Occupancies with more than two or more permits shown on the list above will result in a charge using the highest amount shown, followed by additional permits at 1/4 of hourly rate.
 - [3] Fee is assessed based on cumulative permittable tent square footage at a single site.
 - [4] Fee is assessed based on cumulative square footage of all buildings under a single owner.

Fee No.	Fee Description	Fee Unit	Notes	Activity Service Cost Analysis			Cost Recovery Analysis			Annual Estimated Revenue Analysis			
				Estimated Average Labor Time (hours)			Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues	
				Plan Review & Processing	Inspection	Total						Current Fee	Full Cost
C. DEVELOPMENT PLAN REVIEW AND INSPECTION													
1	Aboveground Tank Installation, Flammable/Combustible Liquids Compressed Gases	first tank		1.50	1.50	3.00	\$ 304	\$ 913	\$ 655	72%	60	\$ 39,300	\$ 54,752
	a. Additional Tank	each		0.75	1.00	1.75	\$ 304	\$ 532	\$ 262	49%	-	\$ -	\$ -
2	Administration Charge for Resubmittals, Upon 2nd or Subsequent Revision	first hour	(1)	1.50	-	1.50	\$ 304	\$ 456	\$ 262	57%	525	\$ 137,550	\$ 239,542
	a. Additional Hours	per hour		1.00	-	1.00	\$ 304	\$ 304	\$ 262	86%	-	\$ -	\$ -
3	Basic Building Review												
	a. Minor Plan Review, Over the Counter	per project	(2)	0.50	-	0.50	\$ 304	\$ 152	\$ 131	86%	40	\$ 5,240	\$ 6,084
	b. Basic Construction Fee	per project	(2)	1.50	1.50	3.00	\$ 304	\$ 913	\$ 262	29%	135	\$ 35,370	\$ 123,193
	c. Commercial Uses (New Construction)												
	1. 0,001 - 10,000 s.f.	per project		2.00	2.00	4.00	\$ 304	\$ 1,217	\$ 856	70%	45	\$ 38,520	\$ 54,752
	2. 10,001 - 20,000 s.f.	per project		2.50	2.50	5.00	\$ 304	\$ 1,521	\$ 1,005	66%	1	\$ 1,005	\$ 1,521
	3. 20,001 - 50,000 s.f.	per project		3.50	3.50	7.00	\$ 304	\$ 2,129	\$ 1,351	63%	2	\$ 2,702	\$ 4,259
	4. >50,001 s.f.	scaled per s.f.	(3)	0.00007	0.00007	0.00014	\$ 304	\$ 0.04	\$ 0.01	n/a	10	\$ 0	\$ 0
	d. Commercial Residential and Multifamily Residential Uses (New Building)												
	1. 0 - 10,000 s.f.	per project		2.50	2.00	4.50	\$ 304	\$ 1,369	\$ 786	57%	25	\$ 19,650	\$ 34,220
	2. 10,001 - 20,000 s.f.	per project		3.00	2.50	5.50	\$ 304	\$ 1,673	\$ 1,087	65%	30	\$ 32,610	\$ 50,190
	3. 20,001 - 50,000 s.f.	per project		4.00	3.00	7.00	\$ 304	\$ 2,129	\$ 1,663	78%	25	\$ 41,575	\$ 53,232
	4. >50,001 s.f.	scaled per s.f.	(3)	0.00008	0.00004	0.00012	\$ 304	\$ 0.04	\$ 0.02	n/a	4	\$ 0	\$ 0
	e. Commercial Storage / Warehouse (New Building)												
	1. 0 - 50,000 s.f.	per project		2.50	2.00	4.50	\$ 304	\$ 1,369	\$ 856	63%	5	\$ 4,280	\$ 6,844
	2. 50,001 - 200,000 s.f.	per project		4.00	3.00	7.00	\$ 304	\$ 2,129	\$ 1,285	60%	2	\$ 2,570	\$ 4,259
	3. >200,001 s.f.	scaled per s.f.	(3)	0.00002	0.00002	0.00004	\$ 304	\$ 0.01	\$ 0.01	n/a	2	\$ 0	\$ 0
	f. Commercial Uses (Tenant Improvement)												
	1. 0,001 - 10,000 s.f.	per project		2.00	2.00	4.00	\$ 304	\$ 1,217	\$ 625	51%	240	\$ 150,000	\$ 292,013
	2. 10,001 - 20,000 s.f.	per project		2.50	2.50	5.00	\$ 304	\$ 1,521	\$ 1,142	75%	35	\$ 39,970	\$ 53,232
	3. 20,001 - 50,000 s.f.	per project		3.00	3.50	6.50	\$ 304	\$ 1,977	\$ 1,570	79%	20	\$ 31,400	\$ 39,543
	4. >50,001 s.f.	scaled per s.f.	(3)	0.00005	0.00007	0.00013	\$ 304	\$ 0.04	\$ 0.02	n/a	15	\$ 0	\$ 1
	g. High Piled Storage Rack (Tenant Improvement)												
	1. 0,001 - 10,000 s.f.	per project		2.00	1.50	3.50	\$ 304	\$ 1,065	\$ 714	67%	5	\$ 3,570	\$ 5,323
	2. 10,001 - 20,000 s.f.	per project		2.50	2.00	4.50	\$ 304	\$ 1,369	\$ 999	73%	3	\$ 2,997	\$ 4,106
	3. 20,001 - 50,000 s.f.	per project		3.00	2.50	5.50	\$ 304	\$ 1,673	\$ 1,285	77%	1	\$ 1,285	\$ 1,673
	4. >50,001 s.f.	scaled per s.f.	(3)	0.00005	0.00005	0.00011	\$ 304	\$ 0.03	\$ 0.02	n/a	1	\$ 0	\$ 0

Fee No.	Fee Description	Fee Unit	Notes	Activity Service Cost Analysis			Cost Recovery Analysis			Annual Estimated Revenue Analysis			
				Estimated Average Labor Time (hours)			Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues	
				Plan Review & Processing	Inspection	Total						Current Fee	Full Cost
4	Certificate of Release	each		2.00	1.00	3.00	\$ 304	\$ 913	\$ 393	43%	130	\$ 51,090	\$ 118,630
5	Compressed Gas System												
	a. CO2 beverage dispensing	per project		1.50	1.50	3.00	\$ 304	\$ 913	\$ 655	72%	10	\$ 6,550	\$ 9,125
	b. Medical Gas	per project		2.00	2.50	4.50	\$ 304	\$ 1,369	\$ 524	38%	1	\$ 524	\$ 1,369
6	Design Review/Consultation												
	a. In office consult	per project		1.00	-	1.00	\$ 304	\$ 304	\$ 131	43%	5	\$ 655	\$ 1,521
	1. Additional hours	per hour		1.00	-	1.00	\$ 304	\$ 304	\$ 262	86%	-	\$ -	\$ -
	b. Out of office consult	first 2 hours		2.00	-	2.00	\$ 304	\$ 608	\$ 524	86%	5	\$ 7,620	\$ 3,042
	1. Additional hours	per hour		1.00	-	1.00	\$ 304	\$ 304	\$ 262	86%	-	\$ -	\$ -
	c. Plan design review	first hour		1.00	-	1.00	\$ 304	\$ 304	NEW	%	-	\$ -	\$ -
	1. Additional hours	per hour		1.00	-	1.00	\$ 304	\$ 304	NEW	%	-	\$ -	\$ -
7	Emergency Responder Radio Coverage (ERRC)	per hour		1.00	1.00	2.00	\$ 304	\$ 608	NEW	%	10	\$ -	\$ 6,084
8	Fire Alarm System												
	a. 0-25 Devices	per project		2.00	2.00	4.00	\$ 304	\$ 1,217	\$ 560	46%	65	\$ 47,600	\$ 103,421
	b. 26-50 Devices	per project		2.50	3.00	5.50	\$ 304	\$ 1,673	\$ 625	37%	25	\$ 15,625	\$ 41,825
	c. 51-100 Devices	per project		3.50	4.50	8.00	\$ 304	\$ 2,433	\$ 740	30%	15	\$ 11,100	\$ 36,502
	d. > 100 Devices	per project		5.00	8.00	13.00	\$ 304	\$ 3,954	\$ 884	22%	15	\$ 13,260	\$ 59,315
	e. Sprinkler System Supervision & Alarm	per project		1.50	2.00	3.50	\$ 304	\$ 1,065	\$ 262	25%	55	\$ 14,410	\$ 58,555
	f. Communication upgrade	per project		1.50	2.00	3.50	\$ 304	\$ 1,065	\$ 262	25%	55	\$ 14,410	\$ 58,555
9	Fire Flow / Hydrant Test	each		-	2.00	2.00	\$ 304	\$ 608	\$ 524	86%	-	\$ -	\$ -
10	Fire Sprinkler System - Commercial (New Installation)												
	a. 1-99 sprinklers	per project		4.00	5.00	9.00	\$ 304	\$ 2,738	\$ 524	19%	50	\$ 26,200	\$ 136,881
	b. 100-199 sprinklers	per project		5.00	6.00	11.00	\$ 304	\$ 3,346	\$ 655	20%	40	\$ 26,200	\$ 133,839
	c. 200 or more sprinklers	per project		6.00	8.00	14.00	\$ 304	\$ 4,259	\$ 1,310	31%	35	\$ 45,850	\$ 149,048
11	Fire Sprinkler System - Commercial (T.I.)												
	a. 1-99 sprinklers	per project		1.50	2.00	3.50	\$ 304	\$ 1,065	\$ 262	25%	165	\$ 43,230	\$ 175,664
	b. 100-199 sprinklers	per project		1.75	3.00	4.75	\$ 304	\$ 1,445	\$ 560	39%	5	\$ 2,800	\$ 7,224
	c. 200 or more sprinklers	per project		2.00	4.00	6.00	\$ 304	\$ 1,825	\$ 668	37%	5	\$ 3,340	\$ 9,125
12	Master Sprinkler Plan Production Homes	per plan		2.50	-	2.50	\$ 304	\$ 760	\$ 655	86%	100	\$ 65,500	\$ 76,045
13	Sprinkler System Subdivision Production	per plan		1.00	2.00	3.00	\$ 304	\$ 913	\$ 524	57%	1,000	\$ 524,000	\$ 912,541
14	Residential Sprinkler System (T.I.)	per plan		1.50	2.00	3.50	\$ 304	\$ 1,065	\$ -	0%	1	\$ -	\$ 1,065
15	Residential Sprinkler System (Non-Production)	per project		2.50	2.50	5.00	\$ 304	\$ 1,521	\$ 655	43%	70	\$ 45,850	\$ 106,463
16	Clean Agent Suppression System or Equal	per project		2.50	2.00	4.50	\$ 304	\$ 1,369	\$ 655	48%	5	\$ 3,275	\$ 6,844
17	Hood & Duct Fire Suppression System	per system		2.00	2.00	4.00	\$ 304	\$ 1,217	\$ 524	43%	60	\$ 31,440	\$ 73,003

Fee No.	Fee Description	Fee Unit	Notes	Activity Service Cost Analysis			Cost Recovery Analysis			Annual Estimated Revenue Analysis			
				Estimated Average Labor Time (hours)			Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues	
				Plan Review & Processing	Inspection	Total						Current Fee	Full Cost
18	Mapping Fee -- (i.e. New subdivisions/site plans) Electronic Format												
	1. 0 - 25 lots	per project		1.00	-	1.00	\$ 304	\$ 304	\$ 285	94%	-	\$ -	\$ -
	2. 26 - 100 lots	per project		2.00	-	2.00	\$ 304	\$ 608	\$ 524	86%	-	\$ -	\$ -
	3. 101 or more lots	per project		3.00	-	3.00	\$ 304	\$ 913	\$ 524	57%	-	\$ -	\$ -
19	After Hours												
	a. Plan Review												
	1. First 2 hours	first 2 hours		2.00	-	2.00	\$ 333	\$ 667	\$ 285	43%	-	\$ -	\$ -
	2. Each additional hour	per hour		1.00	-	1.00	\$ 333	\$ 333	\$ 524	157%	-	\$ -	\$ -
	b. Inspection												
	1. First 2 hours	first 2 hours		-	2.00	2.00	\$ 333	\$ 667	\$ 285	43%	15	\$ 4,275	\$ 10,002
	2. Each additional hour	per hour		-	1.00	1.00	\$ 333	\$ 333	\$ 524	157%	-	\$ -	\$ -
20	Site Plan Review												
	a. Perimeter Fencing / Gates	per project		1.50	2.00	3.50	\$ 304	\$ 1,065	\$ 524	49%	35	\$ 18,340	\$ 37,262
	b. Civil Improvement	per project		3.00	1.00	4.00	\$ 304	\$ 1,217	\$ 524	43%	130	\$ 68,120	\$ 158,174
21	Underground Fire Supply Line (1st 3 Hydrants/Risers)	per project		1.50	4.00	5.50	\$ 304	\$ 1,673	\$ 524	31%	40	\$ 20,960	\$ 66,920
	1. Each additional 3 Hydrants	per hydrant		0.50	2.00	2.50	\$ 304	\$ 760	\$ 131	17%	5	\$ 655	\$ 3,802
22	Evacuation Plan Review	per project		2.00	2.00	4.00	\$ 304	\$ 1,217	\$ 524	43%	1	\$ 524	\$ 1,217
23	Smoke Control or Smoke Exhaust Systems	per project		4.00	5.00	9.00	\$ 304	\$ 2,738	\$ 524	19%	-	\$ -	\$ -
24	Spray Booths	per project		2.00	1.00	3.00	\$ 304	\$ 913	\$ 524	57%	1	\$ 524	\$ 913
25	Cell Tower (outside roof, pole, etc.)	per project		1.50	1.00	2.50	\$ 304	\$ 760	\$ 393	52%	35	\$ 13,755	\$ 26,616
26	LPG Gas Tank Installation - Commercial	per project		1.50	1.00	2.50	\$ 304	\$ 760	\$ 428	56%	1	\$ 428	\$ 760
27	LPG Propane Tank Install - Residential	per project		1.50	1.00	2.50	\$ 304	\$ 760	\$ 393	52%	-	\$ -	\$ -
28	Stationary Fire Pump	per project		2.50	2.50	5.00	\$ 304	\$ 1,521	\$ 1,572	103%	5	\$ 7,860	\$ 7,605
29	Hazardous Materials												
	a. Hazardous Materials Dispense/Use												
	1. 1-5 chemicals	per project		3.00	2.00	5.00	\$ 304	\$ 1,521	NEW	%	-	\$ -	\$ -
	2. Each additional 5 chemicals	per project		3.00	2.00	5.00	\$ 304	\$ 1,521	NEW	%	-	\$ -	\$ -
	b. Hazardous Materials Storage												
	1. 1-5 chemicals	per project		3.00	2.00	5.00	\$ 304	\$ 1,521	NEW	%	-	\$ -	\$ -
	2. Each additional 5 chemicals	per project		3.00	2.00	5.00	\$ 304	\$ 1,521	NEW	%	-	\$ -	\$ -
30	Solar Panel												
	New Panels on Residential	per project		1.50	1.00	2.50	\$ 304	\$ 760	\$ 524	69%	-	\$ -	\$ -
	Commercial	per project		1.50	1.50	3.00	\$ 304	\$ 913	\$ 524	57%	30	\$ 15,720	\$ 27,376
31	Energy Storage Systems (ESS)												
	a. Residential	per project		1.50	1.50	3.00	\$ 304	\$ 913	NEW	%	200	\$ -	\$ 182,508
	I. Residential ESS Master Plan - Subdivision Homes	per project		1.50	-	1.50	\$ 304	\$ 456	NEW	%	-	\$ -	\$ -
	II. Residential ESS Subdivision - Production Homes	per project		-	1.00	1.00	\$ 304	\$ 304	NEW	%	-	\$ -	\$ -
	b. Commercial	per project		6.00	1.50	7.50	\$ 304	\$ 2,281	NEW	%	1	\$ -	\$ 2,281
32	Temporary Building Use	per project		1.50	1.50	3.00	\$ 304	\$ 913	\$ 524	57%	3	\$ 1,572	\$ 2,738
33	Temporary Sales Trailer	per project		1.50	1.50	3.00	\$ 304	\$ 913	NEW	%	-	\$ -	\$ -
34	Satellite Television Letter	per project		1.00	-	1.00	\$ 304	\$ 304	\$ 262	86%	2	\$ 524	\$ 608
35	Will Serve Letter Processing	per project		1.00	-	1.00	\$ 304	\$ 304	\$ 262	86%	20	\$ 5,240	\$ 6,084
36	Cryogenic Fluids	per project		1.50	1.50	3.00	\$ 304	\$ 913	NEW	%	-	\$ -	\$ -
37	Flammable and Combustible Liquids	per project		2.00	2.00	4.00	\$ 304	\$ 1,217	NEW	%	-	\$ -	\$ -
38	Fuel Cell Power Systems	per project		6.00	1.50	7.50	\$ 304	\$ 2,281	NEW	%	-	\$ -	\$ -

Fee No.	Fee Description	Fee Unit	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis				
				Estimated Average Labor Time (hours)			Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues	
				Plan Review & Processing	Inspection	Total						Current Fee	Full Cost
39	Gas Detection Systems	per project		1.50	1.50	3.00	\$ 304	\$ 913	NEW	%	-	\$ -	\$ -
40	Industrial Oven	per project		1.50	1.50	3.00	\$ 304	\$ 913	NEW	%	-	\$ -	\$ -
41	Motor Vehicle Repair Rooms and Booths	per project		1.50	1.50	3.00	\$ 304	\$ 913	NEW	%	-	\$ -	\$ -
42	Plant Extraction	per project		2.50	2.00	4.50	\$ 304	\$ 1,369	NEW	%	-	\$ -	\$ -
43	Special Event Structures	per project		1.50	1.50	3.00	\$ 304	\$ 913	NEW	%	-	\$ -	\$ -
44	Haunted House	per project		1.50	1.50	3.00	\$ 304	\$ 913	NEW	%	-	\$ -	\$ -
45	Enhanced Vapor Recovery System	per project		1.00	1.00	2.00	\$ 304	\$ 608	NEW	%	-	\$ -	\$ -
46	Kiosk/Booth/Special Concessions in Mall (temporary)	per project		0.75	0.75	1.50	\$ 304	\$ 456	NEW	%	-	\$ -	\$ -
47	Spraying and Dipping	per project		2.00	2.00	4.00	\$ 304	\$ 1,217	NEW	%	-	\$ -	\$ -
48	Standpipe Systems	per project		2.50	2.50	5.00	\$ 304	\$ 1,521	NEW	%	-	\$ -	\$ -
TOTAL											\$ 1,743,621	\$ 3,849,292	

- [Notes]
- [1] Fee applies for additional or incomplete submittals beyond first submittal and one re-check included in initial plan review fee.
 - [2] A minor plan is deemed appropriate on a case by case basis, for minor scopes of work as determined by the Fire Marshal.
 - [3] Fee structure is set so that "scaled per s.f." project fees should be implemented as follows: per project fee from previous threshold + (remaining s.f. x per s.f. cost multiplier)

Fee No.	Fee Description	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis	
			Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues Current Fee Full Cost
D. MISCELLANEOUS									
1	Administration Charges (i.e. Weed Abatement) (per 1/2 hour)	(1)	0.50	\$ 226	\$ 113	\$ 147	130%	-	\$ - \$ -
2	Additional Inspection/Reinspection (per 1/2 hour)		0.50	\$ 304	\$ 152	\$ 124	82%	100	\$ 12,433 \$ 15,209
3	Appeals	(2)	4.00	\$ 304	\$ 1,217	\$ 586	48%	-	\$ - \$ -
4	Copies of Reports, Photographs, etc. (see SMF - Public Records Act Policy)								
5	District Apparatus Emergency Response/Stand-By	(4)			Actual Cost	Actual Cost			
6	Commercial False Alarm Cost Recovery (per response)	(3)							
	a. Processing and Inspection required (per response)		1.50	\$ 304	\$ 456	\$ 292	64%	-	\$ - \$ -
	b. Suppression Unit Response Cost (per hour)	(4)			Actual Cost	\$ 330			
	c. Inspection Follow up (after initial correction notice) (per 1/2 hour)		0.50	\$ 304	\$ 152	\$ 124	82%	-	\$ - \$ -
7	Investigation Fee - Fire Investigation (first hour)		1.50	\$ 233	\$ 349	\$ 373	107%	-	\$ - \$ -
	each additional hour		1.00	\$ 233	\$ 233	\$ 182	78%	-	\$ - \$ -
8	Investigation Fee - Complaint Investigation (first hour)		1.50	\$ 327	\$ 491	\$ 373	76%	-	\$ - \$ -
	each additional hour		1.00	\$ 327	\$ 327	\$ 182	56%	-	\$ - \$ -
9	Monitoring Required Evacuation Drills	(4)			Actual Cost	Actual Cost			
10	Negligently Caused Fire Emergency	(4)			Actual Cost	\$ 373			
11	Research of District Records (per 1/2 hour) (plus copy charge of \$1.00 for the first page; plus \$.10 per page thereafter)		0.50	\$ 304	\$ 152	\$ 147	97%	-	\$ - \$ -
12	Responses Patient Assistance Request from "For Profit" Care Facilities	(4)			Actual Cost	\$ 330			
13	Standby Personnel or Safety Officer	(4)			Actual Cost	Actual Cost			
14	Technical Report/Alternative Material or Method Processing (2 hour minimum)		2.00	\$ 304	\$ 608	\$ 586	96%	-	\$ - \$ -
15	Lost Fire Permit Card		1.00	\$ 304	\$ 304	\$ 147	48%	-	\$ - \$ -
16	Special Inspection Requests (Not otherwise specified in fee schedule)		2.00	\$ 304	\$ 608	\$ 469	77%	-	\$ - \$ -
17	Credit Card Processing Fee	(4)			Actual Cost	NEW			
18	Cost Recovery Based on Actual Time (per hour)								
	a. Fire Investigation		1.00	\$ 233	\$ 233	\$ 224	96%	-	\$ - \$ -
	b. Weed Abatement		1.00	\$ 226	\$ 226	\$ 129	57%	-	\$ - \$ -
	c. Code Complaint		1.00	\$ 327	\$ 327	NEW	%	-	\$ - \$ -
	d. Inspection & Permit Services		1.00	\$ 304	\$ 304	\$ 292	96%	-	\$ - \$ -
	e. Suppression	(4)			Actual Cost	\$ 330			
TOTAL									\$ 12,433 \$ 15,209

- [Notes]**
- (1) All fees in the Miscellaneous Section of the fee schedule are "minimum" amounts. Service required in excess of the minimum will be charged at adopted hourly rates.
 - (2) Whenever the Fire Chief disapproves an application, or refused to grant a permit applied for, or when it is deemed that the provisions of the Code do not apply, or that the true intent and meaning of the Code have been misconstrued or wrongly interpreted with regard to any part of Title 17.04 of the Sacramento County Code (California Fire Code), the applicant may appeal the decision to the District Fire Board within 20 calendar days. The decision of the District Fire Board is final. This fee is nonrefundable unless appeal is granted and shall accompany the appeal documentation.
 - (3) Cost established through this study is a per response cost. Please refer to SMF's false alarm ordinance for interpretation of these amounts into penalties for false alarms.
 - (4) Actual cost means the actual time and cost for service will be charged as deemed appropriate by the Fire Marshal or Finance Department.

APPENDIX B

Comparative Fee Survey

Prepared by NBS for the Sacramento Metropolitan Fire District

SACRAMENTO METROPOLITAN FIRE DISTRICT
 Community Risk Reduction Division - User Fee Study FY 23
 Comparison of Charges for Fee Related Activities and Services

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Sacramento Metropolitan Fire District				Comparative Agencies				
Fee No.	Fee Description	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Cosumnes CSD	Fresno	Orange County	Sacramento
A. PERMITS TO OPERATE								
1	Additive Manufacturing	NEW	\$ 608	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
2	Aerosol Products (first 500 lbs.)	\$ 469	\$ 608	\$ 279	\$ 305	no comparison available	\$ 217	\$ 296
3	Amusement Buildings	\$ 469	\$ 913	\$ 279	\$ 596	no comparison available	\$ 202	\$ 733
4	Aviation Facilities	\$ 938	\$ 1,217	\$ 558	\$ 509	no comparison available	\$ 202	\$ 733
5	Carnivals, Fairs, and Special Events	\$ 469	\$ 913	\$ 349	Plan Review, No Insp: \$122 Plan Review, Insp (regular hours): \$566 Plan Review, Insp (overtime hours): \$798	no comparison available	\$ 202	\$ 332
	a. Each additional booth, exhibits, etc.	\$ 24	\$ 30	During Business Hours: \$140 per 1/2 hr After Business Hours: \$279 per hr		no comparison available	no comparison available	no comparison available
	b. Outdoor assembly events (greater than 1,000 people)	NEW	\$ 1,825	During Business Hours: \$140 per 1/2 hr After Business Hours: \$279 per hr		no comparison available	no comparison available	no comparison available
6	Cellulose Nitrate Film	\$ 469	\$ 608	\$ 419	\$ 305	no comparison available	no comparison available	\$ 296
7	Combustible Dust Producing Operations	\$ 469	\$ 608	Up to 2,500 sf: \$279 2,500+ sf: \$558	\$ 611	no comparison available	no comparison available	\$ 441
8	Combustible Fibers	\$ 469	\$ 608	\$ 558	\$ 305	no comparison available	\$ 202	no comparison available
9	Compressed Gases	\$ 469	\$ 608	\$ 349	\$ 509	no comparison available	\$ 234	\$ 296
	a. Carbon dioxide systems	NEW	\$ 608	\$ 279	no comparison available	\$ 395	no comparison available	no comparison available
10	Covered Malls	\$ 1,875	\$ 2,433	\$ 349	\$ 916	no comparison available	no comparison available	\$ 1,062
11	Cryogenic Fluids	\$ 469	\$ 608	\$ 349	\$ 509	no comparison available	\$ 168	\$ 296
12	Cutting and Welding	\$ 469	\$ 608	\$ 349	\$ 305	no comparison available	\$ 138	\$ 296
13	Dry Cleaning Plants	\$ 469	\$ 608	\$ 349	\$ 407	no comparison available	\$ 152	\$ 369
14	Energy Storage Systems	NEW	\$ 608	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
15	Exhibit and Trade Shows	\$ 469	\$ 608	no comparison available	\$ 407	no comparison available	no comparison available	\$ 587
16	Explosives or Blasting Agents	\$ 586	\$ 760	Up to 100 lbs: \$558 100+ lbs: \$838	\$ 712	no comparison available	\$ 202	\$ 441

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Sacramento Metropolitan Fire District				Comparative Agencies				
Fee No.	Fee Description	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Cosumnes CSO	Fresno	Orange County	Sacramento
17	Fire Hydrants and Water Control Valves	\$ 469	\$ 608	\$ 279	\$ 305	no comparison available	no comparison available	no comparison available
18	Flammable and Combustible Liquids	\$ 469	\$ 608	Class I liquids >5 gallons - Inside: \$349 Class I liquids >10 gallons - Outside: \$558				
	a. Use/Operate/Repair Pipeline	\$ 586	\$ 760	Class II or Class III A liquids >25 gallons - Inside: \$349 Class II or Class III A liquids >60 gallons - Outside: \$349	\$ 509	no comparison available	\$ 156	\$ 296
19	Floor Finishing	\$ 469	\$ 608	\$ 349	\$ 204	no comparison available	no comparison available	\$ 296
20	Fruit and Crop Ripening	\$ 469	\$ 608	\$ 279	\$ 407	no comparison available	no comparison available	\$ 296
21	Fumigation and Insecticidal Fogging	\$ -	\$ 608	No Charge	\$ 305	no comparison available	no comparison available	no comparison available
22	Hazardous Materials	\$ 586	\$ 1,217	1-5 products: \$279 5-10 products: \$838 11+ products: \$1,395	\$ 509	no comparison available	\$227 - \$234	\$ 441
23	HPM Facilities	\$ 586	\$ 1,217	\$ 1,395	\$ 712	no comparison available	no comparison available	\$ 697
24	High Pile Storage	\$ 586	\$ 760	Up to 5,000 sf: \$558 5,000+ sf: \$838	\$ 509	no comparison available	\$ 397	\$ 369
25	Hot Work Operations	\$ 469	\$ 608	\$ 140	\$ 305	no comparison available	\$ 184	\$ 296
26	Industrial Ovens	\$ 586	\$ 760	\$ 558	\$ 305	no comparison available	\$ 184	\$ 296
27	Lithium Batteries	NEW	\$ 608	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
28	Lumber Yards & Woodworking Plants	\$ 586	\$ 760	\$ 558	\$ 509	no comparison available	\$ 332	\$ 551
29	Liquid or Gas Fueled Vehicles in Assembly	\$ 586	\$ 760	\$ 279	\$ 204	no comparison available	\$ 202	no comparison available
30	LP Gas	\$ 469	\$ 608	Dispense, Store, Use: \$349 Operate Plant: \$558 Exchange Cylinders: \$279	\$ 407	no comparison available	\$ 149	\$ 296
31	Magnesium	\$ 469	\$ 608	\$ 419	\$ 509	no comparison available	\$ 202	\$ 296
32	Miscellaneous Combustible Storage	\$ 469	\$ 608	\$ 558	\$ 305	no comparison available	\$ 202	\$ 441
33	Mobile Fueling of Hydrogen-Fueled Vehicles	NEW	\$ 608	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
34	Motor Fuel Dispensing Facilities	\$ 469	\$ 608	\$ 558	\$ 509	no comparison available	\$ 184	\$ 369
35	Plant Extraction System	n/a	\$ 913	\$ 279	\$ 901	no comparison available	no comparison available	\$ 405

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Sacramento Metropolitan Fire District				Comparative Agencies				
Fee No.	Fee Description	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Cosumnes CSD	Fresno	Orange County	Sacramento
36	Open Burning (Burn Permit)	\$ -	\$ 76	\$ 279	\$ 30	no comparison available	\$ 202	\$ 186
37	Open Flames and Torches	\$ -	\$ 456	\$ 279	no comparison available	no comparison available	no comparison available	\$ 223
38	Open Flames and Candles	\$ -	\$ 456					
39	Organic Coatings	\$ 586	\$ 760	\$ 279	\$ 407	no comparison available	no comparison available	\$ 296
40	Places of Assembly							
	a. 50-99	\$ 234	\$ 456	Occupancy load 50-100: \$349	\$ 305	no comparison available	\$ 400	
	b. 100-299	\$ 373	\$ 760	Occupancy load 101-200: \$558	\$ 305	no comparison available	\$ 400	A-1: \$465 A-2 & A-3: \$281 - \$387 A-4 & A-5: \$563
	d. 300 or more	\$ 586	\$ 913	Occupancy load 201-299: \$558	\$ 407	no comparison available	\$ 856	
				Occupancy load 300+: \$838				
41	Private Hydrants	\$ 469	\$ 608	no comparison available	\$ 305	no comparison available	no comparison available	no comparison available
42	Pyrotechnic Special Effects							
	a. Fireworks Aerial Display							
	1. 60 or less shells	\$ 1,406	\$ 1,825	During Business Hours: \$698 first 2 hours	Per Shoot: \$2,064	\$ 679	Home Coming & Barge Display: \$539	no comparison available
	2. 61 to 120 shells	\$ 1,641	\$ 3,042	\$140 per 1/2 hr add'l				
	3. 121 to 180 shells	\$ 1,875	\$ 3,042					
	4. 181 to 240 shells	\$ 2,108	\$ 3,042					
	5. 241 or more shells	\$ 2,343	\$ 3,042					
	b. Fireworks Retail Stand	\$ 373	\$ 456	After Business Hours: \$279 per hr (3 hr min)	\$ 318	\$ 345	\$ 192	no comparison available
	c. Fireworks Set Pieces							
	1. With Aerial Display	\$ 234	\$ 304	During Business Hours: \$558 first 2 hours	Per Shoot: \$853	\$ 679	no comparison available	no comparison available
	2. Without Aerial Display	\$ 469	\$ 913	After Business Hours: \$279 per hr (2 hr min)				
	d. Fireworks – special effects Pyrotechnic effects used in motion picture, television, theatrical and group entertainment (first 2 hours)	\$ 469	\$ 608	During Business Hours: \$558 first 2 hours	Per Shoot: \$1,285	no comparison available	\$ 871	\$ 259
	1. Each additional hour	\$ 234	\$ 304	After Business Hours: \$279 per hr (2 hr min)				
43	Pyroxylin Plastics	\$ 469	\$ 608	\$ 279	\$ 509	no comparison available	no comparison available	no comparison available
44	Refrigeration Equipment	\$ 469	\$ 608	\$ 419	\$ 305	no comparison available	no comparison available	\$ 296

SACRAMENTO METROPOLITAN FIRE DISTRICT
 Community Risk Reduction Division - User Fee Study FY 23
 Comparison of Charges for Fee Related Activities and Services

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Sacramento Metropolitan Fire District				Comparative Agencies				
Fee No.	Fee Description	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Cosumnes CSD	Fresno	Orange County	Sacramento
45	Repair Garages and Motor Fuel-Dispensing Facilities	\$ 469	\$ 608	1 - 4 repair bays: \$349 5 - 8 repair bays: \$419 Greater than 8 repair bays: \$558	\$ 509	no comparison available	Less than 5,000 sqft: \$266 Greater than 5,000 sqft: \$283	\$ 369
46	Rooftop Heliports	\$ 469	\$ 608	\$ 279	\$ 509	no comparison available	no comparison available	\$ 223
47	Spraying or Dipping	\$ 469	\$ 608	\$ 349	\$ 509	no comparison available	\$ 381	\$ 296
48	Storage of Scrap Tires	\$ 586	\$ 760	\$ 558	\$ 509	no comparison available	\$ 202	\$ 405
49	Temporary Membrane Structure							
	a. 400 - 1,499 s.f.	\$ 469	\$ 760	401 sq/ft - 699 sq/ft: \$140		no comparison available		
	b. 1,500 - 2,999 s.f.	\$ 586	\$ 913	700 sq/ft - 5,000 sq/ft: \$279	\$ 624	no comparison available	\$ 202	\$ 186
	a. 3,000 - 5,999 s.f.	\$ 702	\$ 1,065	5,000+ sq/ft: \$419		no comparison available		
	a. 6,000 s.f. and above	\$ 819	\$ 1,217			no comparison available		
50	Tire Rebuilding Plants	\$ 586	\$ 760	\$ 558	\$ 509	no comparison available	no comparison available	no comparison available
51	Waste Handling	\$ 586	\$ 760	\$ 558	\$ 509	no comparison available	\$ 202	no comparison available
52	Wood Products	\$ 469	\$ 760	\$ 558	\$ 712	no comparison available	no comparison available	\$ 405
53	Occupancies with 2 or More Permits, Each Additional Permit	\$ 59	\$ 76	no comparison available	For multiple operational permits, the highest fee category will be assessed. Renewal Fees: Cat I: \$207 Cat II: \$382 Cat III: \$557 Cat IV: \$732 Cat V: \$732 + \$175/hr	no comparison available	no comparison available	no comparison available

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Sacramento Metropolitan Fire District				Comparative Agencies				
Fee No.	Fee Description	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Colusa/CSSD	Fresno	Orange County	Sacramento
B. OCCUPANCY INSPECTIONS								
1	Commercial Day Care							
	a. 7-49 persons	\$ 234	\$ 608		\$ 207	no comparison available		9-14 persons: \$269
	b. 50-149 persons	\$ 469	\$ 913	\$279 + \$4 per unit	\$ 382	no comparison available	\$259 - \$294	15-49: \$369
	c. 150 or more persons	\$ 586	\$ 1,369		\$ 557	no comparison available		50-99: \$369 100+: \$369
2	Educational							
	a. Occupant load 1-99	\$ 234	\$ 913	Occupant load less than 50: \$349	\$ 382			
	b. Occupant load 100-199	\$ 469	\$ 1,217	Occupant load 50-149: \$558	\$ 557	no comparison available	\$ 415	no comparison available
	c. Occupant load 200-499	\$ 586	\$ 1,521	Occupant load 150-499: \$558	\$ 732			
	d. Occupant load 500+	NEW	\$ 1,825	Occupant load 500 or greater: \$838		no comparison available	no comparison available	no comparison available
3	Institutional							
	a. Hospitals	\$ 1,875	\$ 3,954	\$558 + \$4 per patient/bed	\$ 1,432	no comparison available	All A Occupancy > 10,000 square feet aggregate: \$415 All A Occupancy < 10,000 square feet aggregate: \$466	no comparison available
4	Pre-Inspection (R-2.1, R-3.1 and R-4 Facilities - H&S 13235)							
	a. Facilities with 25 or less persons	\$ 234	\$ 608	no comparison available	\$ 382	no comparison available	All A Occupancy > 10,000 square feet aggregate: \$415	no comparison available
	b. Facilities with 26 or more persons	\$ 469	\$ 913		26-100 beds: \$557 101-300 beds: \$732 301+ beds: \$907	no comparison available	All A Occupancy < 10,000 square feet aggregate: \$466	no comparison available

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Sacramento Metropolitan Fire District				Comparative Agencies				
Fee No.	Fee Description	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Cosumnes CSO	Fresno	Orange County	Sacramento
5	High Rise Inspections							
	a. 8 - 7 to 10 Stories	\$ 1,523	\$ 1,977	Pre 1974: \$1,944	\$ 732	no comparison available	\$ 725	no comparison available
	b. 8 - 11 or more Stories	\$ 1,875	\$ 2,433	Post 1974: \$486 + \$0.005 sq. ft.	\$ 907			
6	Residential Apartments							
	a. Up to 4 units	\$ 117	\$ 456		\$ 207		no comparison available	3-15 + units: \$44 16-30 units: \$235 31-60: \$308 61-100: \$381 101-150: \$451 151-200: \$527 201-250: \$599 251-300: \$672 301-350: \$672
	b. 5 - 25 Units	\$ 352	\$ 608		\$ 382		no comparison available	
	c. 26 - 100 Units	\$ 526	\$ 913	\$364 + \$4 per unit	\$ 557	no comparison available		
	d. 101 - 300 Units	\$ 579	\$ 1,217		\$ 732		<50 units: no comparison 51-150 units: \$311 >150 units: \$518	351-400: \$745 401-450: \$818 451-500: \$982 501+: \$892
	e. 301 + units	\$ 826	\$ 1,521		\$ 907			
7	Residential Care Facilities/Skilled Nursing Facilities Initial Fire Clearance/Annual Inspection							
	a. 7-25 units	\$ 352	\$ 913		\$ 382			
	b. 26-100 units	\$ 527	\$ 1,217	\$243 + \$4 per unit	\$ 557	no comparison available	7-16 units: \$415 16+ units: no comparison available	\$ 145
	c. 100-300 units	\$ 703	\$ 1,521		\$ 732			
	d. 301 or more units	\$ 878	\$ 1,825		\$ 907			
8	Annual Inspection Hotel/Motel							
	a. 7-25 units	\$ 352	\$ 760		\$ 382			3-8 units: \$296 9-16 rooms: \$369 17-30 rooms: \$441 31-60 rooms: \$514 61-90 rooms: \$624 91-120 rooms: \$697
	b. 26-100 units	\$ 527	\$ 913	\$364 + \$4 per unit	\$ 557	no comparison available	<50 units: no comparison available 51-150 units: \$311 >150 units: \$518	
	c. 101-300 units	\$ 703	\$ 1,217		\$ 732			
	d. 301 or more units	\$ 878	\$ 1,521		\$ 907			

Sacramento Metropolitan Fire District				Comparative Agencies				
Fee No.	Fee Description	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Cosumnes CSD	Fresno	Orange County	Sacramento
9	Commercial Business Inspections							
	a. 0 – 2000 sq. ft.	\$ 117	\$ 456	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	b. 2001 – 5000 sq. ft.	\$ 234	\$ 684	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	c. 5,001 – 10,000 sq. ft.	\$ 352	\$ 913	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	d. 10,001 – 20,000 sq. ft.	\$ 469	\$ 1,141	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	e. 20,001 – 40,000 sq. ft.	\$ 586	\$ 1,369	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	f. 40,001 – 80,000 sq. ft.	\$ 703	\$ 1,597	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	g. 80,001 – 120,000 sq. ft.	\$ 820	\$ 1,825	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	h. 120,001 – 150,000 sq. ft.	\$ 938	\$ 2,053	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	i. 150,001 – 200,000 sq. ft.	\$ 1,055	\$ 2,281	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	j. 200,001 – 500,000 sq. ft.	NEW	\$ 3,042	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
	k. 500,001 sq. ft. or greater	NEW	\$ 3,954	no comparison available	no comparison available	\$ 152	no comparison available	no comparison available
10	Storage Facilities							
	With Interior Corridors	\$ 786	\$ 1,217	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	Without Interior Corridors	\$ 528	\$ 913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
11	2+ Permits, each additional permit after first permit	\$ 73	\$ 76	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available

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Sacramento Metropolitan Fire District					Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Colusa ESD	Fresno	Orange County	Sacramento
C. DEVELOPMENT PLAN REVIEW AND INSPECTION									
1	Aboveground Tank Installation, Flammable/Combustible Liquids Compressed Gases	first tank	\$ 655	\$ 913	\$ 558	\$ 1,310	\$358 + \$10 Archiving Fee	\$ 625	no comparison available
	a. Additional Tank	each	\$ 262	\$ 532	no comparison available	\$ 394	no comparison available	no comparison available	no comparison available
2	Administration Charge for Resubmittals, Upon 2nd or Subsequent Revision	first hour	\$ 262	\$ 456	\$ 275	\$ 175	\$ 99	Upon 3rd or Subsequent Revision (1 hour minimum): \$202	no comparison available
	a. Additional Hours	per hour	\$ 262	\$ 304	\$ 140	\$ 175	no comparison available	no comparison available	no comparison available
3	Basic Building Review								
	a. Minor Plan Review, Over the Counter	per project	\$ 131	\$ 152	no comparison available				
	b. Basic Construction Fee	per project	\$ 262	\$ 913	no comparison available				
	c. Commercial Uses (New Construction)								
	1. 0,001 - 10,000 s.f.	per project	\$ 856	\$ 1,217					
	2. 10,001 - 20,000 s.f.	per project	\$ 1,005	\$ 1,521					
	3. 20,001 - 50,000 s.f.	per project	\$ 1,351	\$ 2,129					
	4. >50,001 s.f.	scaled per s.f.	\$ 0.01	\$ 0.04					
	d. Commercial Residential and Multifamily Residential Uses (New Building)								
	1. 0 - 10,000 s.f.	per project	\$ 786	\$ 1,369	\$837 + \$0.07 per square foot in excess of 2000 sq. ft.	Engineering Site Plan W/ 3 or less hydrants - Commercial: \$1,654 W/ 4 or more hydrants - Commercial: \$1,917 Single Family Dwelling and/or Accessory Building with an approved permit of release: \$538	\$189.25	Includes one plan review and one on-site acceptance test/final inspection.	All A Occupancy > 10,000 square feet aggregate: \$1,635
	2. 10,001 - 20,000 s.f.	per project	\$ 1,087	\$ 1,673					
	3. 20,001 - 50,000 s.f.	per project	\$ 1,663	\$ 2,129					
	4. >50,001 s.f.	scaled per s.f.	\$ 0.02	\$ 0.04					
	e. Commercial Storage / Warehouse (New Building)								
	1. 0 - 50,000 s.f.	per project	\$ 856	\$ 1,369	Architectural Plan Review: \$579 plus \$0.16 per sq. ft.	Not to be used for new alarm/sprinkler/suppression systems.	Includes \$10 archiving fee for Fire District use.	All A Occupancy < 10,000 square feet aggregate: \$1,066	Plan Review: \$129 per hour Inspection: \$0.10 per sq. ft.
	2. 50,001 - 200,000 s.f.	per project	\$ 1,285	\$ 2,129					
	3. >200,001 s.f.	scaled per s.f.	\$ 0.01	\$ 0.01					
	f. Commercial Uses (Tenant Improvement)								
	1. 0,001 - 10,000 s.f.	per project	\$ 625	\$ 1,217	\$558 + \$0.07 per square foot in excess of 2000 sq. ft.				
	2. 10,001 - 20,000 s.f.	per project	\$ 1,142	\$ 1,521					
	3. 20,001 - 50,000 s.f.	per project	\$ 1,570	\$ 1,977					
	4. >50,001 s.f.	scaled per s.f.	\$ 0.02	\$ 0.04					

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Sacramento Metropolitan Fire District					Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Cosumnes CSO	Fresno	Orange County	Sacramento
C. DEVELOPMENT PLAN REVIEW AND INSPECTION									
	g. High Piled Storage Rack (Tenant Improvement)								
	1. 0,001 - 10,000 s.f.	per project	\$ 714	\$ 1,065	\$558 + \$0.07 per square foot in excess of 2000 sq. ft.	no comparison available	no comparison available	\$ 1,235	Plan Review: \$129 per hour Inspection: \$0.10 per sq. ft.
	2. 10,001 - 20,000 s.f.	per project	\$ 999	\$ 1,369					
	3. 20,001 - 50,000 s.f.	per project	\$ 1,285	\$ 1,673					
	4. >50,001 s.f.	scaled per s.f.	\$ 0.02	\$ 0.03					
4	Certificate of Release	each	\$ 393	\$ 913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
5	Compressed Gas System								
	a. CO2 beverage dispensing	per project	\$ 655	\$ 913	\$ 837	\$ 509	no comparison available	\$ 668	\$ 296
	b. Medical Gas	per project	\$ 524	\$ 1,369					
6	Design Review/Consultation								
	a. In office consult	per project	\$ 131	\$ 304	\$ 280	\$ 175	no comparison available	no comparison available	no comparison available
	1. Additional hours	per hour	\$ 262	\$ 304	no comparison available				
	b. Out of office consult	first 2 hours	\$ 524	\$ 608	\$ 558				
	1. Additional hours	per hour	\$ 262	\$ 304	no comparison available				
	c. Plan design review	first hour	NEW	\$ 304	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	1. Additional hours	per hour	NEW	\$ 304					
7	Emergency Responder Radio Coverage (ERRC)	per hour	NEW	\$ 608	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
8	Fire Alarm System								
	a. 0-25 Devices	per project	\$ 560	\$ 1,217	\$698 + \$10 per device	1 - 25 Devices: \$1,303 Each additional 25 Devices: \$351	\$594.57 Each additional device: \$7	6-15 Devices: \$591 16-30 Devices: \$999 >30 Devices: \$1,353	no comparison available
	b. 26-50 Devices	per project	\$ 625	\$ 1,673					
	c. 51-100 Devices	per project	\$ 740	\$ 2,433					
	d. 100 or more	per project	\$ 884	\$ 3,954					
	e. Sprinkler System Supervision & Alarm	per project	\$ 262	\$ 1,065					
	f. Communication upgrade	per project	\$ 262	\$ 1,065					
9	Fire Flow / Hydrant Test	each	\$ 524	\$ 608	\$ 558	\$ 426	\$ 185	no comparison available	no comparison available
10	Fire Sprinkler System - Commercial (New Installation)								
	a. 1-99 sprinklers	per project	\$ 524	\$ 2,738	\$972 + \$0.50 per head > 10	1-99 Sprinklers: \$1,918 Each Additional 50 Sprinklers: \$331	1-20 sprinklers: \$820.81 21-100 sprinklers: \$857.80 101-300 sprinklers: \$894.79	<100 heads: \$718 >100 heads: \$834	no comparison available
	b. 100-199 sprinklers	per project	\$ 655	\$ 3,346					
	c. 200 or more sprinklers	per project	\$ 1,310	\$ 4,259					
11	Fire Sprinkler System - Commercial (T.L.)								
	a. 1-99 sprinklers	per project	\$ 262	\$ 1,065	W/o calculations: \$558 + \$0.50 per head >10	11 - 25 heads: \$777		<25 heads: \$384	

SACRAMENTO METROPOLITAN FIRE DISTRICT
 Community Risk Reduction Division - User Fee Study FY 23
 Comparison of Charges for Fee Related Activities and Services

APPENDIX B

Sacramento Metropolitan Fire District					Comparative Agencies				
Fee No.	Fee Description	Fee Type / Unit	Current Fee	Full Cost Recovery Fee	Contra Costa County FPD	Cosumnes CSD	Fresno	Orange County	Sacramento
C. DEVELOPMENT PLAN REVIEW AND INSPECTION									
	b. 100-199 sprinklers	per project	\$ 560	\$ 1,445	W/ calculations: \$698 + \$0.50 per head > 10	each additional 25 heads: \$777	\$ 652	26-99 heads: \$593 >100 heads: \$836	no comparison available
	c. 200 or more sprinklers	per project	\$ 668	\$ 1,825					
12	Master Sprinkler Plan Production Homes	per plan	\$ 655	\$ 760	\$ 837	\$ 858	no comparison available	no comparison available	no comparison available
13	Sprinkler System Subdivision Production	per plan	\$ 524	\$ 913	\$ 837	\$ 610	no comparison available	no comparison available	no comparison available
14	Residential Sprinkler System (T.I.)	per plan	\$ -	\$ 1,065	no comparison available	\$ 427	\$ 547	no comparison available	no comparison available
15	Residential Sprinkler System (Non-Production)	per project	\$ 655	\$ 1,521	\$ 558	\$ 427	no comparison available	no comparison available	no comparison available
16	Clean Agent Suppression System or Equal	per project	\$ 655	\$ 1,369	\$ 1,116	\$ 1,830	no comparison available	no comparison available	no comparison available
17	Hood & Duct Fire Suppression System	per system	\$ 524	\$ 1,217	\$ 558	\$ 952	no comparison available	\$ 475	\$ 332
18	Mapping Fee – (I.e. New subdivisions/site plans) Electronic Format								
	1. 0 - 25 lots	per project	\$ 285	\$ 304	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	2. 26 - 100 lots	per project	\$ 524	\$ 608					
	3. 101 or more lots	per project	\$ 524	\$ 913					
19	After Hours								
	a. Plan Review								
	1. First 2 hours	first 2 hours	\$ 285	\$ 667	\$ 558	\$ 502	no comparison available	\$ 387	\$ 218
	2. Each additional hour	per hour	\$ 524	\$ 333	\$ 278	\$ 175	no comparison available	no comparison available	no comparison available
	b. Inspection								
	1. First 2 hours	first 2 hours	\$ 285	\$ 667	\$ 558	\$ 502	no comparison available	\$ 387	\$ 218
	2. Each additional hour	per hour	\$ 524	\$ 333	\$ 278	\$ 175	no comparison available	no comparison available	no comparison available
20	Site Plan Review								
	a. Perimeter Fencing / Gates	per project	\$ 524	\$ 1,065	no comparison available	\$ 777	No Charge	no comparison available	no comparison available
	b. Civil Improvement	per project	\$ 524	\$ 1,217	no comparison available	no comparison available			
21	Underground Fire Supply Line (1st 3 Hydrants/Risers)	per project	\$ 524	\$ 1,673	no comparison available	no comparison available	no comparison available	1 Hydrant: \$575 Each additional: \$182	no comparison available
	1. Each additional 3 Hydrants	per hydrant	\$ 131	\$ 760					
22	Evacuation Plan Review	per project	\$ 524	\$ 1,217	no comparison available	No Charge	no comparison available	no comparison available	no comparison available
23	Smoke Control or Smoke Exhaust Systems	per project	\$ 524	\$ 2,738	\$ 1,953	\$ 2,036	no comparison available	\$ 1,452	no comparison available

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C. DEVELOPMENT PLAN REVIEW AND INSPECTION									
24	Spray Booths	per project	\$ 524	\$ 913	\$ 837	No extinguishing system: \$865 W/ extinguishing system: \$1,567	\$357.94 + \$10 Archiving Fee	\$ 781	\$ 290
25	Cell Tower (outside roof, pole, etc.)	per project	\$ 393	\$ 760	no comparison available	\$ 526	no comparison available	no comparison available	no comparison available
26	LPG Gas Tank Installation - Commercial	per project	\$ 428	\$ 760	\$558 - \$837	Under 1,000 gallons: \$679 Over 1,000 gallons: \$1,754	no comparison available	no comparison available	\$ 290
27	LPG Propane Tank Install - Residential	per project	\$ 393	\$ 760		Under 1,000 gallons: \$679 Over 1,000 gallons: \$1,754	no comparison available	no comparison available	\$ 290
28	Stationary Fire Pump	per project	\$ 1,572	\$ 1,521	\$ 1,953	\$ 1,742	\$374.15 + \$10 Archiving Fee	\$ 1,144	no comparison available
29	Hazardous Materials								
	a. Hazardous Materials Dispense/Use								
	1. 1-5 chemicals	per project	NEW	\$ 1,521	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	2. Each additional 5 chemicals	per project	NEW	\$ 1,521					
	b. Hazardous Materials Storage								
	1. 1-5 chemicals	per project	NEW	\$ 1,521					
	2. Each additional 5 chemicals	per project	NEW	\$ 1,521					
30	Solar Panel								
	New Panels on Residential	per project	\$ 524	\$ 760	no comparison available	\$ 531	no comparison available	\$ 204	no comparison available
	Commercial	per project	\$ 524	\$ 913				\$ 483	
31	Energy Storage Systems								
	a. Residential	per project	NEW	\$ 913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	i. Residential ESS Master Plan - Subdivision Homes	per project	NEW	\$ 456					
	ii. Residential ESS Subdivision - Production Homes	per project	NEW	\$ 304					
	b. Commercial	per project	NEW	\$ 2,281					
32	Temporary Building Use	per project	\$ 524	\$ 913	no comparison available	\$ 790	no comparison available	no comparison available	no comparison available
33	Temporary Sales Trailer	per project	NEW	\$ 913	no comparison available	\$ 513	no comparison available	no comparison available	no comparison available

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C. DEVELOPMENT PLAN REVIEW AND INSPECTION									
34	Satellite Television Letter	per project	\$ 262	\$ 304	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
35	Will Serve Letter Processing	per project	\$ 262	\$ 304	no comparison available	\$ 75	\$ 185	no comparison available	no comparison available
36	Cryogenic Fluids	per project	NEW	\$ 913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
37	Flammable and Combustible Liquids	per project	NEW	\$ 1,217	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
38	Fuel Cell Power Systems	per project	NEW	\$ 2,281	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
39	Gas Detection Systems	per project	NEW	\$ 913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
40	Industrial Oven	per project	NEW	\$ 913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
41	Motor Vehicle Repair Rooms and Booths	per project	NEW	\$ 913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
42	Plant Extraction	per project	NEW	\$ 1,369	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
43	Special Event Structures	per project	NEW	\$ 913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
44	Haunted House	per project	NEW	\$ 913	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
45	Enhanced Vapor Recovery System	per project	NEW	\$ 608	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
46	Kiosk/Booth/Special Concessions in Mall (temporary)	per project	NEW	\$ 456	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
47	Spraying and Dipping	per project	NEW	\$ 1,217	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
48	Standpipe Systems	per project	NEW	\$ 1,521	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available

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D. MISCELLANEOUS								
1	Administration Charges (i.e. Weed Abatement)(per 1/2 hour)	\$ 147	\$ 113	no comparison available	\$ 104	no comparison available	no comparison available	no comparison available
2	Additional Inspection/Reinspection (per 1/2 hour)	\$ 124	\$ 152	\$ 140	\$ 104	\$ 95	\$ 101	\$ 73
3	Appeals	\$ 586	\$ 1,217	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
4	Copies of Reports, Photographs, etc. (see SMF - Public Records Act Policy)			\$ 0.20	\$ 0.25	\$ 5	no comparison available	\$ 5
5	District Apparatus Emergency Response/Stand-By	Actual Cost	Actual Cost	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
6	Commercial False Alarm Cost Recovery (per response)							
	a. Processing and Inspection required (per response)	\$ 292	\$ 456			no comparison available	no comparison available	no comparison available
	b. Suppression Unit Response Cost (per hour)	\$ 330	Actual Cost	> 3 false alarm reports in 180 days: \$406	> 3 false alarm reports in 12 months: \$207	no comparison available	no comparison available	no comparison available
	c. Inspection Follow up (after initial correction notice) (per 1/2 hour)	\$ 124	\$ 152			no comparison available	no comparison available	no comparison available
7	Investigation Fee Cost Recovery (first hour)	\$ 373	\$ 349	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	each additional hour	\$ 182	\$ 233	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
8	Investigation Fee (Construction Without a Permit) - (first hour)	\$ 373	\$ 491	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	each additional hour	\$ 182	\$ 327	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
9	Monitoring Required Evacuation Drills	Actual Cost	Actual Cost	no comparison available	No Charge	no comparison available	no comparison available	no comparison available
10	Negligently Caused Fire Emergency	\$ 373	Actual Cost	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
11	Research of District Records (per 1/2 hour) (plus copy charge of \$1.00 for the first page; plus \$.10 per page thereafter)	\$ 147	\$ 152	no comparison available	\$ 82	no comparison available	no comparison available	no comparison available
12	Responses Patient Assistance Request from "For Profit" Care Facilities	\$ 330	Actual Cost	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
13	Standby Personnel or Safety Officer	Actual Cost	Actual Cost	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
14	Technical Report/Alternative Material or Method Processing (2 hour minimum)	\$ 586	\$ 608	\$ 558	\$ 1,017	\$ 99	\$ 404	no comparison available
15	Lost Fire Permit Card	\$ 147	\$ 304	no comparison available	\$ 75	no comparison available	no comparison available	\$ 26
16	Special Inspection Requests (Not otherwise specified in fee schedule)	\$ 469	\$ 608	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
17	Credit Card Processing Fee	NEW	Actual Cost	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available

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D. MISCELLANEOUS								
18	Cost Recovery Based on Actual Time (per hour)							
	a. Fire Investigation	\$ 224	\$ 233	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	b. Weed Abatement	\$ 129	\$ 226	no comparison available	\$ 207	no comparison available	no comparison available	no comparison available
	c. Code Complaint	NEW	\$ 327	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
	d. Inspection & Permit Services	\$ 292	\$ 304	\$ 279	\$ 207	\$ 189	\$ 202	\$ 145
	e. Suppression	\$ 330	Actual Cost	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available



DAN HAVERTY
Interim Fire Chief

Sacramento Metropolitan Fire District

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

DATE: June 22, 2023
TO: Board of Directors
SUBJECT: Resolution and MIH Contract with Sacramento County

TOPIC

The Sacramento County Department of Public Health (SCDPH) was awarded grant funding by the Centers for Disease Control (CDC) for the strengthening of the public health workforce and infrastructure. In March 2023, the SCPDH solicited letters of interest from local organizations to provide the assistance needed to meet that goal. Being in a prime position to deliver the necessary services via the Mobile Integrated Health (MIH) program, Metro Fire applied and was successfully selected to execute a contract with Sacramento County.

DISCUSSION

On May 23, 2023, the Sacramento County Board of Supervisors unanimously approved moving forward with a contract for services. The contract outlines an available budget of \$535,031 to accomplish the required tasks within the timeframe of June 1, 2023 through November 30, 2023. This contract will allow Metro Fire's MIH program to continue its mission and expand operationally, providing better care to the District's community members. In addition to expanded services, it will also allow more time for continuous funding contracts to be established.

FISCAL IMPACT

All expenditures under this contract will be accounted for in the General Fund and will be billed to and reimbursed by the County of Sacramento for a total of \$535,031. The contract will span two (2) fiscal years. Approximately \$89,197 will be incurred in June 2023, which will be covered by an amendment to the FY2022/23 Midyear Budget. The remaining \$445,834 will be incurred from July through November 2023, and included in the FY2023/24 Final Budget.

RECOMMENDATION

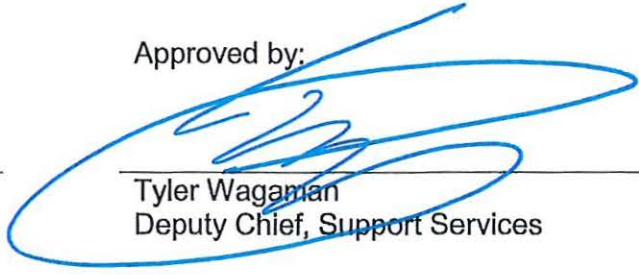
Staff recommends the Board of Directors adopt the Resolution and authorize the Fire Chief or his designee to enter into a contract for the services requested by Sacramento County.

Submitted by:



Scott Perryman
Battalion Chief/Paramedic/PA-C
MIH Program Coordinator

Approved by:



Tyler Wagoner
Deputy Chief, Support Services



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

RESOLUTION NO. 2023-_____

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

RESOLUTION ACCEPTING SACRAMENTO COUNTY CONTRACT FOR HEALTH SERVICES AND ADOPTING A BUDGET AMENDMENT TO THE 2022/23 MIDYEAR BUDGET FOR THE GENERAL FUND 212A

WHEREAS, the County of Sacramento desires to have health service availability and access for high utilizers of emergency rooms in Sacramento County assessed and improved, with the goal of reducing unnecessary emergency department visits and hospital readmission rates; and

WHEREAS, the Sacramento Metropolitan Fire District has expertise to provide these services as part of its ongoing Mobile Integrated Health program; and

WHEREAS, the contract will be for a total price of \$535,031 for the period of June 1, 2023 through November 30, 2023, of which approximately \$89,172 and \$445,859 will apply to fiscal year (FY) 2022/23 and 2023/24, respectively; and

WHEREAS, in order to proceed with this contract, acceptance by the District's Board is required as well as an amendment to the District's FY 2022/23 midyear budget; and

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

1. Approve the contract in the amount of \$535,031 from the County of Sacramento, and
2. Authorize the Fire Chief or his designee as its Authorized Agent to execute and submit all required documents to the County of Sacramento.

BE IT FURTHER RESOLVED, in accordance with Section 13890 of the Health and Safety Code, the Midyear Budget for the General Fund 212A for the Fiscal Year 2022/23 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2022/23 INCREASE (DECREASE)
10111000	212A	2129212	2129212000	SALARIES	\$ 72,222
20289800	212A	2129212	2129212000	SERVICES AND SUPPLIES	\$ 16,950
96969900	212A	2129212	2129212000	CONTRACT REVENUE	\$ 89,172

BE IT FURTHER RESOLVED that the remaining \$445,859 will be included in the District's FY 2023/24 Final Budget, to be funded by the corresponding revenues from this contract.

PASSED, APPROVED AND ADOPTED this 22nd day of June 2023. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sacramento Metropolitan Fire District

President, Board of Directors

Attest:

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

CONTRACT ANALYST: Erica Sevigny 875-1983

DHS AGREEMENT SUMMARY

CONTRACTOR's NAME: Sacramento Metropolitan Fire District

Subject of Agreement: Assess and improve health service availability and access for high utilizers of the emergency room

Contract Term: June 1, 2023 through November 30, 2023

Maximum Payment to Contractor through this Agreement: \$535,031.00

County Counsel Approval: *Julia R. Jackson* or Date 6/8/23

County Counsel Approval Not Required: _____ (Sacramento County Code Section)

Authorized by: 2023-0349 (Sacramento County Resolution Number or County Code Section)

Tax Waiver Granted _____

Tax Waiver Denied _____

Standard Agreement CA Agency Agr
 Five or more employees letter on file

Non Standard Agreement _____
 Exhibit D _____

Risk Management has approved waiver to insurance requirements
Risk Management has approved indemnification modifications

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

- 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
- 2.61.014 (b): Contract approved in concept or otherwise authorized by Board with the exception of those reviewed from the prior fiscal year.
- 2.61.014 (c): Contract for services not previously provided by or to the department
- 2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
- 2.61.014 (e): Contract with another governmental entity
- 2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
- 2.61.014 (g): Contract requiring waiver of withholding
- 2.61.014 (h): Retroactive contracts

FISCAL SUMMARY

Fund Center: 7207500 G/L Account: 20259100 Order #: HS-PUBCDC-20

CONTRACTOR's Federal Tax Identification Number: _____

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of June, 2023, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO METROPOLITAN FIRE DISTRICT, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY desires to have health service availability and access for high utilizers of the emergency room in Sacramento County assessed and improved, with the goal of reducing unnecessary emergency department visits and hospital readmission rates; and

WHEREAS, CONTRACTOR has expertise to provide these services; and

WHEREAS, the Sacramento County Board of Supervisors authorized the Department of Health Services to enter into an Agreement with CONTRACTOR in Resolution Number 2023-0349 approved on May 23, 2023; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Director of the Department of Health Services, or designee, has amendment authority for non-monetary changes, monetary decreases, to terminate or assign this Agreement, to extend the term as needed and to increase the total agreement amount up to 10% of the total value of the contract, so long as existing budget appropriations are not exceeded; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on November 30, 2023.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

TO CONTRACTOR

Sacramento Metropolitan Fire District
10545 Armstrong Ave, Suite 200
Mather, CA 95655

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.

CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color,

religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.
- B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement

XVII. INSURANCE OR SELF-INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. TRANSITION OF CARE

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

XXXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXXIX. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XL. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XLI. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

XLII. CHARITABLE CHOICE 42 CFR PART 54

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);
3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);
4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);
5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);

6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,
8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR § 54.7 to the extent that 42 CFR § 54.7 conflicts with 42 U.S.C. 2000e-1.

XLIII. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety, the Centers for Disease Control and Prevention (CDC), and the Occupational Safety and Health Administration's (OSHA) non-emergency COVID-19 prevention regulations. (see Title 8 sections 3205, 3205.1, 3205.2, and 3205.3 (2023).)

XLIV. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, and F attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California SACRAMENTO METROPOLITAN FIRE DISTRICT

By _____
 Timothy W. Lutz, Director, Department of Health Services, or
 designee. Approval delegated pursuant to Sacramento County
 Code Section 2.61.012 (h)

By _____
 Scott Perryman, Battalion Chief/Paramedic/PA-C MIH Program
 Coordinator

Date: _____

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Julia R. Jackson Date: 6/8/23

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO METROPOLITAN FIRE DISTRICT,
hereinafter referred to as "CONTRACTOR"**

SERVICE REQUIREMENTS

I. SERVICE LOCATION(S)

Facility Name(s): Sacramento Metropolitan Fire District
Street Address: 10545 Armstrong Ave, Suite 200
City and Zip Code: Mather, CA 95655

II. SERVICE PERFORMANCE MONITOR

Name and Title: Stacey Kennedy, Human Services Program Manager
Organization: Department of Health Services, Public Health Division
Street Address: 9616 Micron Ave, Suite 950
City and Zip Codes: Sacramento, CA 95827

III. DESCRIPTION OF SERVICES

COUNTY is contracting with CONTRACTOR to assess and improve health service availability and access for high utilizers of the emergency departments (HUED) in Sacramento County with the goal of improving patient case management, maximizing the capacity of the system to meet patient demand, and reducing inappropriate utilization of emergency department (ED). For purposes of this Agreement, HUED are individuals with more than four (4) ED visits within a twelve (12) month period.

IV. CONTRACTOR SHALL:

- a. Work to reduce unnecessary ED visits and hospital readmission rates by:
 - 1. Identifying and supporting HUED.
 - 2. Assessing needs and providing patient-centered, mobile resources in the out-of-hospital environment.
 - 3. Improve health service availability and access while reducing health care expenditures by coordinating resources and helping patients get the right care at the right location.
 - 4. Provide a community-based, collaborative model of care that leverages the skills of community paramedics, advanced practitioners and emergency medical services (EMS) systems.
 - 5. Provide collaborations between EMS and other health care and social service providers to navigate patients to the right level of care.
 - 6. Assist patients to take better care of themselves in their own homes.
 - 7. Work with COUNTY Behavioral Health to facilitate Medication-Assisted Treatment (MAT) for patients with Opioid Use Disorder to give them the best shot at recovery.
 - 8. Assist COUNTY Public Health with Emergency Readiness.
 - 9. Provide assistance with testing and/or evaluating person under investigation (PUI) who has symptoms of an infectious disease such as novel virus (COVID, Ebola, etc.) when requested by COUNTY.

- b. Conduct program monitoring and evaluation to ensure that all services provided are accessible to at-risk populations. To provide these services, CONTRACTOR shall:
 - 1. Collect and measure data on the type and quantity of resources and services provided.
 - 2. Analyze the collected data to interpret relevant information, including improving health service availability and access, and propose conclusions.

3. Monitor and evaluate progress towards outcomes and deliverables.
4. Report progress and evaluation findings to the COUNTY on a monthly basis including but not limited to:
 - i. Number of individuals served.
 - ii. Race/ethnicity of community members receiving support services (White, Hispanic, Asian, Black, Native Hawaiian/Pacific Islander, Native Americans).
 - iii. Age of community members receiving support services.
 - iv. Geographic distribution (zip code) of community members receiving support services.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SACRAMENTO METROPOLITAN FIRE DISTRICT, hereinafter referred
to as "CONTRACTOR"**

**COUNTY OF SACRAMENTO
DEPARTMENT OF HEALTH SERVICES
INSURANCE REQUIREMENTS**

INSURANCE OR SELF-INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

EXHIBIT C to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO METROPOLITAN FIRE DISTRICT,
hereinafter referred to as "CONTRACTOR"

BUDGET REQUIREMENTS

This agreement was awarded according to Letter of Interest (LOI) No. DPH/083.

I. MAXIMUM PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this Agreement is \$535,031.
- B. Once the Maximum Total Payment amount has been spent CONTRACTOR shall cease providing services.

II. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS

CONTRACTOR agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all funds received under this Agreement to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Agreement. CONTRACTOR further agrees that it will maintain separate accounts for this Agreement in accordance with generally accepted accounting principles.

III. USE OF FUNDS AND PAYMENT LIMITATION

- A. This Exhibit C shall be the basis for and limitation of payments by COUNTY to CONTRACTOR for all services described in this Agreement. COUNTY shall pay to CONTRACTOR a sum not to exceed the maximum amount in this Exhibit C.
- B. CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A of this Agreement.

IV. INVOICING AND PAYMENT

- A. CONTRACTOR shall submit an invoice in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY within thirty (30) days of the end of the month following the invoice period and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- B. All invoices shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. CONTRACTOR and COUNTY agree that COUNTY may withhold payment until receipt of billing in the prescribed detail and format.
- C. It is understood that the validity of such invoices, in terms of their compliance with Federal and State regulations, is subject to the review of the Federal, State and County government and that COUNTY will be making payments on said invoices in advance of said review and approval by the Federal government or the State, and in advance of other reimbursement by the Federal or State governments to COUNTY for sums expended thereunder. In the event that COUNTY is not reimbursed by the Federal or State government for any amount it has paid to CONTRACTOR hereunder, CONTRACTOR shall reimburse COUNTY in the amount of such overpayment within thirty (30) days or, at the sole discretion of DIRECTOR, COUNTY may withhold such amounts from any payments due under this Agreement or any successor Agreement.
- D. It is understood that any records of revenues or expenditures under this Agreement may be subject to compliance with Federal or State regulations, and may be audited by the appropriate Federal, State or County agency. In the event of audit disallowance of any claimed cost that is subject to compliance with State or Federal regulations, COUNTY shall not be liable for lost revenue resulting therefrom.
- E. If the allowability of an expense cannot be determined by the COUNTY because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the COUNTY. Upon receipt of adequate

documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

F. Agreement number 7207500-23/24-473 must be identified on every invoice submitted for reimbursement.

G. All invoices must include the following language: *“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract Agreement with the County of Sacramento. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”*

H. Invoices must be emailed to Ellie Guerrero at GuerreroE@saccounty.gov with a cc: to Stacey Kennedy at KennedySt@saccounty.gov or mailed to :

Department of Health Services
Attn: Ellie Guerrero
7001-A East Parkway, Suite 600
Sacramento, CA 95823

V. TIMELY SUBMISSION OF FINAL INVOICE

A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the COUNTY under this Agreement have ceased and that no further payments are due or outstanding.

VI. BUDGET

- A. CONTRACTOR shall be paid in accordance with the following Budget.
- B. Dollar amounts may be shifted as necessary between line items with prior written approval from COUNTY.

Personnel	\$433,331
Services and Supplies	\$79,200
Administrative	\$22,500
TOTAL	\$535,031

EXHIBIT D to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "**COUNTY**", and
SACRAMENTO METROPOLITAN FIRE DISTRICT,
hereinafter referred to as "**CONTRACTOR**"

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION, AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with all federal, state, county, and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, certification, and work experience of such persons.

II. OPERATION AND ADMINISTRATION

- A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

III. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
 - 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 - 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four (4) years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. REPORTS

- A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VI. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

VII. AUDIT/REVIEW REQUIREMENTS

- A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors
2 CFR 200.501 requires that non-Federal entities that expend \$750,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).
- B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:
 - 1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$150,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
 - 2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
 - 3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
 - 4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.
 - 5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.
- C. Term of the Audit or Review
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.
- D. Termination
If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

VIII. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR'S delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

IX. BASIS FOR ADVANCE PAYMENT

A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR'S designee.

B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR'S designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.

- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.
- G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

X. RUSSIAN ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the total amount of this Agreement is \$5,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

EXHIBIT E to AGREEMENT
 between the COUNTY OF SACRAMENTO,
 hereinafter referred to as "COUNTY", and
 SACRAMENTO METROPOLITAN FIRE DISTRICT,
 hereinafter referred to as "CONTRACTOR"

SCHEDULE OF FEDERAL FUNDS

- I. If box is checked, there are **no** Federal funds in this contract.
- II. If box is checked, there are Federal funds in this contract. **CONTRACTOR is NOT a subrecipient.**
- III. If box is checked, there are Federal funds in this contract. **CONTRACTOR IS a subrecipient.**

Federal funding details for this contract are as follows:

A.	Assistance Listing Number (ALN):	93.967
	ALN Title:	Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises
	Award Name and Federal Award Identification Number (FAIN):	Award Name Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203 (FAIN) NE11OE000060
	Award Year:	2022
	Were funds awarded for research and development activities?	No
	Name of the Federal awarding agency:	Centers for Disease Control and Prevention
	Amount in this contract:	\$535,031

- IV. Total Federal Funds in this contract: \$535,031
- V. CONTRACTOR'S UEI Number is: M6HQ518MLL3
- VI. CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.
- VII. At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph III of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

EXHIBIT F to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO METROPOLITAN FIRE DISTRICT,
hereinafter referred to as "CONTRACTOR"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SACRAMENTO METROPOLITAN FIRE DISTRICT

BY: _____

DATE: _____



Sacramento Metropolitan Fire District

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

DAN HAVERTY
Interim Fire Chief

DATE: June 22, 2023
TO: Board of Directors
SUBJECT: Sacramento Local Agency Formation Commission (LAFCo) – Nomination for Special District Representative

SUMMARY

Nominate one Board Member for Special District Representative, Seat No. 7 to LAFCo.

DISCUSSION

The Sacramento Local Agency Formation Commission (LAFCo) is selecting a Special District Representative for Seat No. 7. The term of office is four (4) years.

Independent Special Districts may nominate a candidate for office by a majority vote during an official meeting. Nomination forms must be returned to the LAFCo office no later than Saturday, July 1, 2023 by 4:00 PM.

RECOMMENDATIONS

Consider nominating one Board Member as the Special District Representative, Seat No. 7 to LAFCo Special District committee.

Submitted By:

Marni Rittburg, CMC, CPMC
Board Clerk


Attachment (1) – Memo & Ballot from LAFCo



MEMO

DATE: May 19, 2023

TO: Special District Presiding Officer

FROM: José C. Henríquez, Executive Officer 
Sacramento Local Agency Formation Commission

SUBJECT: Election of Special District Representatives to Sacramento LAFCo
Nominations for Special District Commissioner

The Special District Selection Committee is electing a regular representative to serve a new 4-year term beginning in January 1, 2024.

Due to the size of the Special District Selection Committee, it has been difficult to establish a quorum when meeting in person. Therefore, pursuant to the provisions of Government Code §56332(f), the Executive Officer has determined that the business of the Special District Selection Committee will be conducted in writing to elect a regular Special District Representative to Sacramento LAFCo.

Special District Commissioner (Office #7)

This office is currently held by Lindsey Liebig of Herald Fire Protection District. Her term will expire December 31st, 2023. The term of office is four years.

Nomination Requirements

The nomination period will be 45 days; all nominations are due in writing on or before 5:00 pm on July 1, 2023. Nominations received after that date cannot be accepted and will be returned to your District. A nominee must be a Director from an independent special district within Sacramento County. To be valid, all nominations must include the following:

- 1) Name and district of the nominee;
- 2) Name of the nominating district; and

Commissioners

Sue Frost, Rich Desmond, County Members ■ *Patrick Hume, Alternate*
Sean Loloee, Iva Walton, City Members ■ *Katie Valenzuela, Jay Vandenburg, Alternates*
Chris Little, Public Member ■ *Timothy Murphy, Alternate*
Lindsey Liebig, Gay Jones, Special District Members ■ *Charlea Moore, Alternate*

Staff

José C. Henríquez, Executive Officer ■ *Desirae Fox, Policy Analyst*
Nancy Miller, DeeAnne Gillick, Commission Counsel

- 3) Signature of the Presiding Officer of the District's Board of Directors or the record of nomination made by majority vote at an official meeting of your District's Board (Resolution or Minute Order can be attached), certified by the Board Secretary, Clerk of District Manager.

Please submit a statement of qualifications (not to exceed one page) for each nominee.

Special District Representative Election (to be held after July 1, 2023)

Once the nomination period is closed, the Executive Officer will prepare and distribute by certified mail, one ballot listing valid candidates and voting instructions to each Independent Special District. The one-page statement of qualifications will be included as submitted. The ballot will include the names of all nominees submitted for Office #7. The Districts must return their ballot to the Executive Officer by the date specified in the voting instructions, which will be at least 30 days from the date the ballots were distributed. Any ballot received after the specified date will not be valid.

Within 14 days of the election date, the Executive Officer will announce the winner of the most votes.

If you have any questions, please contact the LAFCo office at (916) 874-6458.

Enclosure: Election Nomination Ballot

Government Code §56332



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCo, Seat #7

Position	Nominee's Name	Originating District

SIGNATURE OF PRESIDING OFFICER: _____
 (Original Signature Required)

Note: *Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.*

PRINTED NAME OF PRESIDING OFFICER: _____
 (Required)

NAME OF NOMINATING DISTRICT: _____

MINUTES ATTACHED (Optional): Yes No

Attest:

 District Secretary, Clerk or General Manager

**Nominations must be received by LAFCO before
 5:00 p.m. on July 1, 2023**

Return to:

**Sacramento LAFCo
 1112 I Street, Suite 100
 Sacramento, CA 95814**

Commissioners

*Sue Frost, Rich Desmond, County Members ■ Patrick Hume, Alternate
 Iva Walton, Sean Loloee, City Members ■ Jay Vandenburg, Katie Valenzuela, Alternates
 Chris Little, Public Member ■ Timothy Murphy, Alternate
 Lindsey Liebig, Gay Jones, Special District Members ■ Charlea Moore, Alternate*

Staff

*José C. Henríquez, Executive Officer ■ Desirae Fox, Policy Analyst
 Nancy Miller, DeeAnne Gillick, Commission Counsel*

Public member restrictions

No person appointed as a public member or alternate public member pursuant to this chapter shall be an officer or employee of the county or any city or district with territory in the county, provided, however, that any officer or employee serving on January 1, 1994, may complete the term for which he or she was appointed.

Alternative member; one vote

56331.3. If two or more members are absent or disqualify themselves from participating in a meeting of the commission, any alternate member who is authorized to serve and vote in the place of a member shall only have one vote.

Independent special district selection committee

56332. (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of which he or she is the presiding officer or his or her alternate as designated by the governing body. Members representing a majority of the eligible districts shall constitute a quorum.

Meetings

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

Anticipated vacancy

(1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.

(2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.

(3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.

(4) Upon the adoption of a resolution of intention pursuant to Section 56332.5.

(5) Upon receipt of a written request by one or more members of the selection committee notifying the executive officer of the need

to appoint a member representing independent special districts on an oversight board pursuant to paragraph (3) of subdivision (j) of Section 34179 of the Health and Safety Code.

Appointment of special district members

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

District member disqualification

Call for nominations

(1) The executive officer may prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. This paragraph shall be operative only if the written notice of the meeting provided pursuant to subdivision (b) discloses that, if nominations are received for only one candidate by the end of the nominating period, the candidate shall be deemed appointed and the meeting may be cancelled.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

Elections by mailed ballot

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

Ballot and voting instructions

(3) The call for nominations, ballots, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive ***** officer may transmit materials by electronic mail. All notices and election materials shall be addressed to the presiding officer, care of the clerk of the district.**

(4) *****Nominations and ballots may be returned** to the executive officer by electronic mail.

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

Quorum

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension. **If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee.** The executive officer shall announce the results of the election within seven days of the date specified.

(7) For a vote on special district representation to be valid, at least a quorum of the special districts must submit valid ballots **to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible**

district. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. By a majority vote of those district representatives voting on the issue, the selection committee shall either accept or deny representation. **The executive officer shall announce the results of the election within seven days of the date specified.**

(8) All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

"Executive officer"

(g) For purposes of this section, "executive officer" means the executive officer or designee as authorized by the commission.

(Amended by Stats. 2018, Ch. 86)

Representation of independent special districts

56332.5. (a) If the commission does not have representation from independent special districts on or before January 1, 2001, the commission shall initiate proceedings for representation of independent special districts upon the commission if either of the following occur:

Proceedings

(1) Upon receipt of a written request by one or more members of the selection commission representing districts having 10 percent or more of the assessed values of taxable property within the county, as shown on the last equalized county assessment roll.

(2) Upon adoption of a resolution by the commission proposing representation of special districts upon the commission.

Meeting

(b) The commission, at its next regular meeting, shall adopt a resolution of intention. The resolution of intention shall state whether the proceedings are initiated by the commission or by an independent special district or districts, in which case, the names of those districts shall be set forth. The commission shall order the executive officer to call and give notice of a meeting of the independent special district selection committee to be held within 15 days after the adoption of the resolution in order to determine whether independent special districts shall accept representation on the commission and appoint independent special district representation pursuant to Section 56332.

Appointment of public member when commission includes special district representation

56333. When a commission is enlarged to seven members as provided in Section 56332, the public members appointed pursuant to Sections 56325 and 56329 shall thereafter be appointed by members of the commission representing cities, counties, and special districts. Those appointments shall be made at the times and in the manner provided in Section 56334.