



Todd Harms
Fire Chief

Sacramento Metropolitan Fire District

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

BOARD OF DIRECTORS - REGULAR MEETING

Thursday, August 22, 2019 – 6:00 PM

Sacramento Metropolitan Fire District
10545 Armstrong Avenue
Board Room – Second Floor
Mather, California

Gay Jones
Board President
Division 8

Jennifer Sheetz
Board Vice President
Division 5

Matt Kelly
Board Secretary
Division 7

Cynthia Saylor
Board Member
Division 1

Grant Goid
Board Member
Division 2

Randy Orzalli
Board Member
Division 3

Ted Wood
Board Member
Division 4

D'Elman Clark
Board Member
Division 6

Jim Barnes
Board Member
Division 9

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

CALL TO ORDER

PLEDGE TO FLAG

METRO CABLE ANNOUNCEMENT

The Open Session Meeting is videotaped for cablecast on Metro Cable 14. Replay on Monday, August 26th at 6:00 pm and Tuesday, August 27th at 9:00 am on Channel 14; Webcast at www.sacmetroable.tv.

The open session Meetings are also available for viewing on the District website at www.metrofire.ca.gov.

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

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

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

CONSENT ITEMS

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

Serving Sacramento and Placer Counties



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, AUGUST 22, 2019

CONSENT ITEMS

Page No.

1. **Action Summary Minutes**
Recommendation: Approve the Action Summary Minutes for the Board meeting of August 8, 2019. 5

2. **Resolution No. 2019-063 – Michael D. George Station 51 Dedication**
Recommendation: Adopt Resolution dedicating Station 51 in memory of Michael D. George. 9

3. **Reimbursement Resolution – Tax-Exempt Debt**
Recommendation: Adopt a resolution authorizing the reimbursement for funds that have been or may be expended prior to issuing tax-exempt debt. 10

4. **Purchase of Vehicle Modems**
Recommendation: Approve the purchase new Cradlepoint internet modems from CDCE Inc. for an amount not to exceed \$197,000. 14

5. **Surplus Equipment and Trade-In – Radio Analyzer**
Recommendation: Adopt a resolution declaring the radio analyzer as surplus property, and authorize staff to apply the trade-in credit of \$8,100 to the purchase of a new radio analyzer. 16

ACTION ITEMS

1. **Contract Extension – Dyncorp – Aircraft Support (Deputy Chief Bridge)**
Recommendation: Authorize the Deputy Chief of Operations to execute the contract extension with Dyncorp International, LLC. 18

REPORTS

1. **PRESIDENT'S REPORT—(President Jones)**

2. **FIRE CHIEF'S REPORT—(Chief Harms)**
OPERATIONS' REPORT – (Deputy Chief Bridge)

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

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 – (Jones)**
Next Meeting: TBD

 - B. **Communications Center JPA – (AC Wagaman)**
Report Out: Special Meeting, August 15, 2019
Next Meeting: August 27, 2019 at 9:00 AM



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REGULAR BOARD MEETING AGENDA

THURSDAY, AUGUST 22, 2019

- C. California Fire & Rescue Training JPA – (DC Shannon)**
Next Meeting: September 19, 2019 at 4:00 PM
Location: California Exercise Simulation Center (CESC)
10545 Armstrong Avenue, Suite 320
Mather, CA 95655
- D. Finance and Audit Committee – (Director Kelly)**
Report Out: August 22, 2019 at 5:30 PM
Next Meeting: September 26, 2019 at 5:30 PM
- E. Policy Committee – (Director Goold)**
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION

- 1. CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to California Government Code Section 54957.6
 - A. District Negotiator:** Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Sacramento Area Fire Fighters Local 522
 - B. District Negotiator:** Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Battalion Chiefs Bargaining Group,
Sacramento Area Fire Fighters Local 522
 - C. District Negotiator:** Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Administrative Support Personnel (ASP)
Affiliate of Sacramento Area Fire Fighters Local 522
 - D. District Negotiator:** Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Safety Senior Management, Management
and Unrepresented Confidential Employees
 - E. District Negotiator:** Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Non-Safety Senior Management, Management
and Unrepresented Confidential Employees
- 2. Public Employee Discipline/Dismissal/Release**
Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e)

ADJOURNMENT



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING AGENDA

THURSDAY, AUGUST 22, 2019

NEXT BOARD MEETING(S):

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

- Next Board Meeting – September 12, 2019 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: Final Budget FY 2019/20

Posted on August 19, 2019

Melissa Penilla

Melissa Penilla, Clerk of the Board

* No written report

**  Separate Attachment

DISABILITY INFORMATION:

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



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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

ACTION SUMMARY MINUTES – REGULAR MEETING

**BOARD OF DIRECTORS
SACRAMENTO METROPOLITAN FIRE DISTRICT
Thursday, August 8, 2019
10545 Armstrong Avenue – Board Room
Mather, California**

CALL TO ORDER

The meeting was called to order at 6:02 pm by President Jones. Board members present: Clark, Goad, Jones, Orzalli, Saylor, Sheetz, and Wood. Board members absent: Barnes and Kelly. Staff present: Chief Harms and Clerk Penilla.

PLEDGE TO FLAG

PUBLIC COMMENT: None

CONSENT ITEMS

Action: Moved by Wood, seconded by Clark, 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 Board meeting of July 25, 2019.

Action: Approved Action Summary Minutes.

2. Employer's Contribution Under the Public Employees' Medical and Hospital Care Act – CalPERS Resolutions

A. Resolution – Fixing SMFD's Vesting Contribution Under Section 22896 of the Public Employees' Medical and Hospital Care Act - 000 All Employees

B. Resolution – Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act - 000 All Employees

C. Resolution – Fixing the Employer Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act - 700 All Employees (Non-PERS)

Recommendation: Adopt Resolutions establishing the health premium contributions to reflect the new benefit cap with CalPERS effective January 1, 2020.

Action: Adopted Resolution Nos. 2019-058, 2019-059, and 2019-060.

3. Surplus Equipment – Hose Dryer and Entry Link Search Camera

Recommendation: Adopt a resolution authorizing the disposal of surplus equipment.

Action: Adopted Resolution No. 2019-061.

4. **Special Fire Tax – Sloughhouse/Rancho Murieta Area**
Recommendation: Adopt a resolution authorizing the County Assessor to incorporate the \$100 per parcel Special Fire Tax for the Sloughhouse/Rancho Murieta area with the 2019/20 Sacramento County property tax levy.
Action: Adopted Resolution No. 2019-062.

ACTION ITEMS

1. **Purchase Approval – Three (3) Pierce Type 1 Engines** (*Fleet Manager, Shea Pursell*)
Recommendation: Approve the purchase for three Pierce Type 1 Engines for an amount not to exceed \$2,094,127.41 from Golden State Fire Apparatus.
Action: Moved by Wood, seconded by Clark, and carried unanimously by members present to approve the purchase for three Pierce Type 1 Engines from Golden State Fire Apparatus in an amount not to exceed \$2,094,127.41.

REPORTS

1. PRESIDENT'S REPORT:

President Jones addressed consent item #2, Employer's Contribution Under the Public Employees' Medical and Hospital Care Act, emphasizing the critical commitments for the well-being of Metro Fire. Recently, PERS consolidated 3 regions into one Bay Area, or one new region, and Metro Fire was impacted by this consolidation resulting in a \$1.5 million financial obligation this fiscal year. It is important that everyone realize the costs of these commitments, and bring attention to this item.

2. FIRE CHIEF'S REPORT:

Chief Harms opened the Fire Chief's report by talking about the plan for managing and replacement of apparatus from DC Shannon and Fleet Manager Pursell. They set this up a few years back to allow for the organization to be successful long-term. It is exciting to see the plan working and apparatus getting replaced.

Recruitment

20-1 Firefighter/Paramedic (Internal Only), Final Filing Date 9/30

Meetings

7/31, Labor Management Collaboration Meeting – group met on a number of issues across the District.

8/6, National Night Out, many of our crews participated in the event.

8/7, planned vegetation burn in Mather, with another on Friday at Dry Creek Parkway in Rio Linda

8/7, Cap-to-Cap review, met with participants to discuss what can help Metro Fire moving forward at a local, state, and federal level.

8/8, CA Metro Fire Chiefs Conference Call

8/8, Citrus Heights 2x2 Committee discussed where we are at presently and a desired clear path for moving forward, including a focus on the relationship with CRRD and the management of the fire code. Chief Harms was happy with the success of this meeting.

Lastly, a member of the Metro Fire family received a difficult diagnosis this week, and the membership has pulled together in support. Chief Harms is proud of the members for being there during this time and taking care of one another.

OPERATIONS REPORT

Assistant Chief Mitchell reported there have been 3,869 calls since the Board Meeting on July 25th with an average of 276 calls per day. Division 7 had the busiest medic, medic unit 24 had 215 responses, an average of 15 and 1/3 calls per day, and Division 4 having the busiest engine, engine 53 had 186 responses, an average of 13.29 calls per day.

He briefed the Board on upstaffing an additional medic unit effective August 2nd. The newly staffed medic has responded to an average of 12 calls per day.

He explained the complexity of a recent vehicle rollover accident, where the vehicle took down a power pole and caused a 51 acre fire near Prairie City Road and White Rock Road, and the down power lines causing a separate 10 acre fire down the road. This was a collaborative effort with Cal-Fire, everyone worked very well together and made every effort to quickly extinguish the fires.

He also talked about the activity of the boat on the American River. Crews were dispatched to a raft trapped on the rocks, while the crew was on the river they responded to six similar calls, with one transport unrelated to being in the water.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT:

Vice President Jamison stressed just how busy it is for any unit to respond to 15 calls per day. Labor Management recognized just how busy it has been, which is why they supported putting another 24 hour medic in service. Lastly, they held a ratification meeting earlier today, he is humbled to represent the membership, and they voiced their opinion today. They should know the outcome of the vote end of business on Monday. He appreciates the Board's willingness to listen.

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 – (Jones)

Next Meeting: TBD

B. Communications Center JPA – (AC Wagaman)

Next Meeting: August 15, 2019 at 1:00 PM

C. California Fire & Rescue Training JPA – (DC Shannon)

Next Meeting: September 19, 2019 at 4:00 PM

Location: California Exercise Simulation Center (CESC)
10545 Armstrong Avenue, Suite 320
Mather, CA 95655

- D. **Finance and Audit Committee** – *(Director Kelly)*
Next Meeting: August 22, 2019 at 5:30 PM
- E. **Policy Committee** – *(Director Goold)*
Next Meeting: TBD

BOARD MEMBER QUESTIONS AND COMMENTS

Director Saylor reported out on her recently attended training through the FDAC where she received her Certificate of Achievement in Fire District Leadership. She learned so much over the weekend, including a review of the Brown Act and laws pertaining to fire districts.

Director Goold thanked staff and Fire Chief Harms for their professionalism during the Citrus Heights 2X2 Meeting, it is great to hear about the overwhelmingly positive relationship Metro Fire has with the City of Citrus Heights.

Director Orzalli reiterates the comments of Director Goold regarding the Citrus Heights 2X2 Meeting. He thanked Fire Marshal Barsdale for her work in meeting with a constituent to resolve a gate permitting issue.

Director Wood welcomes Assistant Chief Mitchell and looks forward to working with him.

Director Jones thanked Boat 65 for demonstrating the river compatibility standards with paddlists on the American River, she witnessed first-hand Boat 65 assess the approach to San Juan Rapids, and lower speed until 100 yards away from kayakers.

ADJOURNMENT

The meeting was adjourned at 6:24 pm.

Gay Jones, President

Matt Kelly, Secretary

Melissa Penilla, Board Clerk

Resolution for Michael D. George Station 51 Dedication

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District wish to dedicate Station 51 in memory of Michael D. George, who passed away April 16, 2009, at the age of 62 from job-related illness; and

WHEREAS, Michael D. George served for 36 years with the Sacramento Metropolitan Fire District. He was an honorable Fire Captain, well respected by his peers, who took great pride in public service and making his community safe. He worked at Metro Fire Station 51, located on Meadowhaven Drive, proudly serving the Sacramento community of Florin; and

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District, on behalf of the Sacramento Metropolitan Fire District does hereby acknowledge the exemplary public service and dedication of Michael D. George.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Sacramento Metropolitan Fire District does hereby proclaim recognition and remembrance of Michael D. George for his countless contributions and the support he provided for the fire service and public safety by dedicating Station 51 in his honor.

BE IT FURTHER RESOLVED, that this foregoing Resolution No. 19-___ was passed and adopted on August 22, 2019, by the Sacramento Metropolitan Fire District Board of Directors.

Gay Jones, Board President

Melissa Penilla, Board Clerk



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: August 22, 2019
TO: Board of Directors
SUBJECT: Adoption of a Reimbursement Resolution – Tax-Exempt Debt

TOPIC

Staff recommends adoption of the attached reimbursement resolution to reimburse the District for funds that have been or may be expended prior to issuing tax-exempt debt. The recommended action is in anticipation of the District entering into a capital lease transaction to fund the purchase of budgeted capital expenditures.

DISCUSSION

In order to legally reimburse expenditures made prior to the issuance of tax-exempt debt, a reimbursement resolution must be in place pursuant to Treasury Regulation Section 1.150-2. Adoption of a reimbursement resolution does not bind the District to issuing future debt. Instead, a reimbursement resolution allows the District to use its own funds for capital expenditures and later repay itself from the financing proceeds.

Purchases made after the reimbursement resolution adoption and those made no more than 60 days prior to adoption are eligible for reimbursement. Staff anticipates the recommendation of a capital lease transaction to finance not more than \$5,000,000 of FY 2019/20 budgeted capital expenditures, including self-contained breathing apparatus (SCBA) packs, three Type 1 engines, three medics, an air unit and various support vehicles.

FISCAL IMPACT

Adoption of the resolution will allow reimbursement of qualified District expenditures up to \$5,000,000. These purchases have been included in the District's FY 2019/20 budget.

RECOMMENDATION

Staff recommends adoption of the attached reimbursement resolution.

Submitted by:



Amanda Thomas
Chief Financial Officer

Approved by:



Greg Casentini
Deputy Chief, Administration



TODD HARMS
Fire Chief

Sacramento Metropolitan Fire District

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RESOLUTION NO. 2019-_____

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE SACRAMENTO METROPOLITAN FIRE DISTRICT DECLARING THE OFFICIAL INTENT OF THE DISTRICT TO REIMBURSE ITSELF FOR CERTAIN CAPITAL AND OTHER EXPENDITURES FROM THE PROCEEDS OF PROPOSED INDEBTEDNESS

WHEREAS, the Sacramento Metropolitan Fire District (hereinafter referred to as District) intends to purchase certain equipment, including self-contained breathing apparatus (SCBA) packs, engines, ambulances, an air unit, and other vehicles and equipment (Capital Assets); and

WHEREAS, the District expects to expend some of its own funds to purchase the Capital Assets (Reimbursement Expenditures) prior to the issuance of indebtedness for the purpose of financing costs associated with the Capital Assets on a long-term basis; and

WHEREAS, the District reasonably expects that the debt obligations for the Capital Assets will be issued in total for not more than \$5,000,000 and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, proceeds of such debt obligations will be allocated to Reimbursement Expenditures no later than 18 months after the latter of (i) the date the cost is paid or (ii) the date the Capital Asset is placed in service or abandoned (but in no event more than 3 years after the cost is paid).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sacramento Metropolitan Fire District, as follows:

SECTION 1. Compliance with Treasury Regulations

This declaration is made solely for purposes of establishing compliance with requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the District to make any Capital Asset expenditure or incur any indebtedness.

SECTION 2. Intent to Reimburse the District from Proceeds of Indebtedness

The District hereby declares its official intent to use proceeds of indebtedness to reimburse itself for Reimbursement Expenditures.

SECTION 3. Effective Date

This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND APPROVED this 22nd day of August 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Clerk of the Board



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: August 22, 2019
TO: Board of Directors
SUBJECT: Purchase of Vehicle Modems

TOPIC

Board authorization for the Communications Division to purchase new Cradlepoint vehicle internet modems to replace old outdated hardware in fire apparatus.

DISCUSSION

Metro Fire utilizes vehicle internet modems in apparatus to enable communication between First Responders and Sacramento Regional Fire/EMS Communications Center (SRFECC). Modems enable the crews to send/receive critical information and update their status pertaining to emergency incidents. The vehicle internet modems currently installed in apparatus are 3G devices and are outdated. Additionally, the quality of the hardware has diminished, resulting in multiple device failures each month.

Staff has trialed new vehicle internet modems from Cradlepoint and have determined the Cradlepoint IBR-900-1200 to be the most cost effective modem that in turn gives the performance and reliability needed to help ensure communication between SRFECC and First Responders go uninterrupted.

The IBR-900-1200 modems are certified on both Verizon and AT&T networks and are FirstNet capable as well. Should the District elect to migrate to FirstNet in the future, the IBR-900-1200 will continue to operate.

The district will be utilizing California Multi-Award Schedule (CMAS) Contract 3-19-70-1083J to purchase the modems. CMAS is approved by the State of California and permits other government agencies to utilize the contract. Mero Fire will be in accordance with the public contract code with this purchase. The modems will be purchased from CDCE Inc. at a price of \$1,012.01 each, including; tax, shipping, and 3 Year NetCloud Manager Software. CDCE is an authorized vendor to use the CMAS contract. Staff reached out to Cradlepoint for pricing from other vendors to verify that the CMAS contract pricing was competitive, and received 5 additional quotes ranging from \$1019.32 to \$1344.72 each.

FISCAL IMPACT

This item will not result in additional Discretionary General Funding. Funding for the modems is included in the 2019/20 Fiscal Year Preliminary Budget.

RECOMMENDATION

Staff recommends the Board to approve the Communications Division to purchase new Cradlepoint internet modems, for District apparatus, from CDCE Inc. at a total cost not to exceed the budgeted amount of \$197,000.

Submitted by:



Steve Jordan
Communications Manager

Approved by:



Brian Shannon
Deputy Chief, Support Services



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: August 22, 2019
TO: Board of Directors
SUBJECT: Trade-In Radio Analyzer for Credit and Remove from Fixed Asset List

TOPIC

Board authorization for the Communications Division to trade-in outdated radio analyzer to receive \$8,100 credit towards the purchase of a new radio analyzer.

DISCUSSION

The Communications Division is budgeted to purchase a new Radio Analyzer during the 2019/20 fiscal year. The manufacturer of the desired radio analyzer has a special promotion to credit \$8,100 towards the purchase of a new radio analyzer with an approved equipment trade-in. The trade-in credit would be applied at time of purchase to reduce the overall purchase price. The Communications Division currently has an outdated radio analyzer (listed below) that is no longer in service, which qualifies as trade-in equipment. If approved for trade-in, the equipment will be sent to the manufacturer after receipt of the new radio analyzer. After which, the asset will need to be removed from Metro Fire inventory.


Asset ID	Tag No	Description	Acq. Date	Purchase Price	Manufacturer	Serial Number
3432	501485	Radio Analyzer	3/29/2002	\$21,905.57	General Dynamic	496LCE0048

FISCAL IMPACT

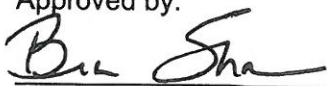
This item will not result in additional Discretionary General Funding. Funding for the purchase of the Radio Analyzer is in the approve FY19/20 Final Budget. The trade-in will reduce the purchase price of the Radio Analyzer by \$8,100.

RECOMMENDATION

Staff recommends the Board adopt a resolution to declare the referenced outdated radio analyzer surplus property and apply the trade-in credit of \$8,100 towards the purchase of a new radio analyzer.

Submitted by: 

Steve Jordan
Communications Manager

Approved by: 

Brian Shannon
Deputy Chief, Support Services



Sacramento Metropolitan Fire District

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RESOLUTION NO. 2019-__

BEFORE THE GOVERNING BOARD OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT County of Sacramento, State of California A RESOLUTION TO DISPOSE CAPITAL ASSETS

WHEREAS, the Board of Directors approves the purchases of equipment by the adoption of the budget; and

WHEREAS, the District has purchased numerous pieces of equipment over the past several years; and

WHEREAS, the District recognizes the need to remove equipment that is outdated.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Sacramento Metropolitan Fire District that the following items will be declared as surplus:

ASSET NO.	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED DISPOSAL METHOD	TRADE-IN VALUE	RED INV TAG NO
	DATE	COST			DISPOSAL DATE		
3432	03/29/02	\$ 21,906	General Dynamics radio analyzer R2670	496LCE0048	to be traded in 09/30/19	\$ 8,100	501485

PASSED AND APPROVED this 22nd day of August, 2019, by the following vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

SACRAMENTO METROPOLITAN FIRE DISTRICT

Attested by:

By: _____
President, Board of Directors

Clerk of the Board



Sacramento Metropolitan Fire District

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TODD HARMS
Fire Chief

DATE: August 22, 2019
TO: Board of Directors
SUBJECT: Extension of Metro Fire Aircraft Support Contract with DynCorp

TOPIC

Proposal to assign contract authority and extend the service contract for the maintenance of Metro Fire's Bell UH-1H helicopters until June 30, 2020.

SUMMARY

Under the contract, the contractor, DynCorp International, LLC, will provide the necessary personnel to maintain the two Bell UH-1H helicopters. Metro Fire personnel will monitor the contractor's performance and service provided. The majority of maintenance work will be performed at Station 115, located at McClellan Field.

The contract allows for an optional one-year renewal period, commencing July 1, 2019, expiring June 30, 2020. Either party may cancel the agreement at any time by giving 30 days' notice to the other party.

DISCUSSION

Under the contract, DynCorp International, LLC shall furnish labor, materials, tools, and permits or authorizations necessary to maintain two Bell UH-1H helicopters in accordance with a maintenance schedule developed by Metro Fire. A work schedule shall be provided to DynCorp upon execution of the contract.

Separate from the agreement, Metro Fire may contract for operational and logistical support. Metro Fire may contract outside the agreement or directly with other vendors for the purchase of parts for all needs related to the agreement for overhaul or repair of parts and components related to the aircraft.

The contract was amended in March 2019 to allow for up to two mechanics, both at the journeyman level. The current estimate includes a FAA Certified Airframe & Power-plant Technician. Metro Fire will determine the exact number and qualifications of contractor employees based on our needs.

In addition, DynCorp International, LLC shall maintain the following insurance coverage: general liability for bodily injury and property damage; motor vehicle liability; Workers' Compensation and Employer's Liability coverage for all its employees who will be engaged in the performance of the contract; Aircraft Liability; Hangar-keeper's Legal Liability; Warehouseman's Legal Liability; and cargo coverage for Metro Fire property.

FISCAL IMPACT

DynCorp shall be compensated for expenses incurred, including travel, per diem, and taxes. Upon execution of the contract, Metro Fire would agree to pay DynCorp International, LLC upon submission of an itemized, signed original invoice, payable within 45 calendar days.

The current pricing summary for an Aircraft Mechanic (Lead) is as follows:


Hourly Rate:	\$ 79.93
Over-time Rate:	\$ 96.56
Double-Time Rate:	\$128.75

The anticipated cost over the 12-month contract is \$350,000, which has been budgeted in FY2019-20.

RECOMMENDATION

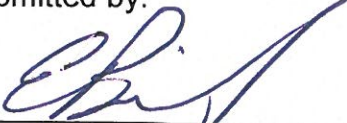
Staff recommends that the Board of Directors authorize the Deputy Chief of Operations to execute the extension of the Aircraft Support Contract with DynCorp International, LLC.

Submitted by:




Chris Greene
Battalion Chief, Air Ops Manager

Submitted by:



Eric Bridge
Deputy Chief, Operations

Approved by:



Todd Harms
Fire Chief



T&M CONTRACT NUMBER: SMFD-DYN-002

SMFD AIRCRAFT SUPPORT

McClellan, CA

July 1, 2016
(Effective Date)

This Agreement, by and between **Sacramento Metropolitan Fire District (SMFD)**, "Customer", whose address is 10545 Armstrong Avenue, Suite 200, Mather, CA 95655 and **DynCorp International, LLC** (hereinafter known as **DI**), "Contractor", whose address is 13500 Heritage Parkway, Ft. Worth, TX 76177-5318, is entered into as of the Effective Date stated above.

WITNESSETH

In consideration of the mutual promises herein contained Customer and Contractor agree, promise and obligate themselves as follows:

1. Contractor promises to perform the Work for the Customer in accordance with the Contract Documents contained herein.
2. Customer promises to pay Contractor, for full, accurate and timely performance of the Work in accordance herewith, the Price as outlined in Exhibit C herein attached (and related increases described in Exhibit C), and promises to perform all of the other obligations of Customer, as set forth in the Contract Documents.

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- 1.16 Payment Process
- 1.17 Purchase of Parts and Materials

SECTION 2.0 - AIRCRAFT MAINTENANCE

- 2.0 Scope of Work
- 2.1 Contractor's Responsibilities
- 2.2 Maintenance Personnel Duties and Responsibilities



EXHIBIT A – GENERAL TERMS AND CONDITIONS

EXHIBIT B – SPECIAL TERMS AND CONDITIONS

EXHIBIT C – PRICING SUMMARY

1.0 GENERAL DESCRIPTION OF CONTRACT

1.1 Intent

It is the intent of the CUSTOMER, to renew the service contract for the maintenance of the Customer's two (2) UH1H helicopters ("Aircraft"). The contractor will provide the necessary personnel to maintain the Customer's aircraft. The Customer will monitor the contractor's performance to ensure contract compliance, safety and security of its assets, provide general direction, and set priorities for program operation.

The majority of work will be performed at Customer's facility, presently located at Station 115, McClellan Field, near Sacramento, California. Customer may relocate this facility in its entirety to another location near Sacramento during this contract period which shall not alter the terms and conditions of this contract.

1.1.1 Separate from this agreement, Customer may contract for operational and logistical support. As directed by the Customer, Contractor shall cooperate fully with such operational and logistical support contractor. DI shall not be held responsible or liable for any work or services obtained outside of this contract.

1.1.2 Customer will normally contract outside this agreement, and directly with other vendors for the purchase of parts for all needs related to this agreement, for overhaul or repair of parts and components related to the aircraft. Contractor will receive no fees when Customer purchases or obtains services outside this contract. DI shall not be held responsible or liable for any work or services obtained outside of this contract.

1.1.3 If deemed necessary to meet the District's mission, Customer retains the right to request contractor to purchase parts or contract for outside services using other vendors for overhauls or repairs. Contractor will receive administrative fee as set forth in Section 1.17. Payment requires contractor to submit proper invoice documentation as directed.

1.2 Contract Term

1.2.1 Term of this contract will be thirty six (36) months, with one (1) twelve (12) month optional renewal period thereafter. Customer will provide the contractor with a minimum of a one (1) month written notice of intent to renew or terminate.

1.2.2 This contract commences July 1, 2016, and terminates on June 30, 2019. The optional one year renewal period shall commence July 1, 2019. Additional renewal periods will be presented, in writing, in any modifications to this Agreement.

1.3 Termination for Convenience of the Customer

1.3.1 Customer may terminate performance of work under this contract for its convenience in whole or in part if it determines that a termination is in its interest.



The Customer shall notify the contractor specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the contract, the contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.

1.3.2 Contractor shall immediately stop work as specified, place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the contract, terminate all subcontracts to the extent they relate to the work terminated, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause, transfer title and deliver to the Customer fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Customer, complete performance of the work not terminated, and take any action that may be necessary or as the Customer may direct for the protection and preservation of the property related to this contract that is in the possession of the contractor and in which the Customer has or may acquire an interest and to mitigate any potential damages or requests for contract adjustment or termination settlement to the maximum practical extent.

1.3.3 Contractor and the Customer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total contract price as reduced by the amount of payments previously made and the contract price. Should Contractor and Customer fail to agree on the whole amount to be paid because of the termination of the work, the Customer shall pay the contractor the amounts determined by the Customer as follows, but without duplication of any amounts agreed on as set forth above:

1.3.3.1 The contract price for completed supplies or services accepted by the Customer (or sold or acquired) not previously paid for, adjusted for any saving of freight and other charges.

1.3.4 The total of:

- 1.3.4.1 The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid; and
- 1.3.4.2 The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and
- 1.3.4.3 Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- 1.3.5 Contractor shall have the right of appeal, under the disputes clause, from any determination made by the Customer.
- 1.3.6 If there is conflict between termination terms stated within this agreement, this termination clause takes precedence over any other clause for the purposes of this contract.

1.4 Approximate Workforce Size

This contract requires approximately one (1) employee. The current estimate includes a FAA Certified Airframe & Power-plant Technician issued by the FAA. Customer will determine the exact number and qualifications of contractor employees based on its actual needs.

Any Airframe and Power-plant ("A&P") technician assigned to maintain customer's aircraft shall have at least ten (10) years of helicopter experience with not less than five (5) years of experience with the UH-1H helicopter.

1.5 Aircraft Fleet Size

- 1.5.1 Customer's aircraft fleet presently consists of: two (2) UH-1H Helicopters. (Registration No. N114FD-Copter 1 and N113FD-Copter 2).
- 1.5.2 Customer reserves the right to add or remove aircraft from its fleet as mission needs dictate during the period of this contract. As a result, there *may* be increases, decreases, or skill changes in personnel required to maintain and operate Customer's aircraft.

- 1.6 Customer reserves the right to purchase parts and contract for services from outside sources as detailed in Section 1.1.1. DI shall not be held responsible or liable for any work or services obtained outside of this contract.

1.7 Aircraft Maintenance

Contractor shall perform inspections, maintenance, repair, overhaul, alterations and



modifications of Customer aircraft as specified in Section 2.0.

1.8 Employee Removal

Contractor and Customer shall jointly decide to remove any person found to be unacceptable, incompetent, unsafe, disorderly, unreliable, or unwilling to comply with site regulations.

1.9 Insurance and Workers' Compensation

1.9.1 Required Provisions

1.9.1.1 Acceptable to Customer

Insurance companies must be acceptable to the Customer

1.9.1.2 Coverage Term

Coverage needs to be in force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by the Customer at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

1.9.1.3 Cancellation

Insurance policies shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the Customer.

1.9.1.4 Deductible

Contractor is responsible for any deductible or self-insured retention contained within the insurance program. Deductibles in excess of \$1,000 for any coverage required herein must be pre-approved by the Customer.

1.9.1.5 Termination

In the event contractor fails to keep in effect at all times the specified insurance coverage, the Customer may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

1.9.2 Required Insurance Coverage

1.9.2.1 Commercial General Liability

Contractor shall maintain general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage liability and a total aggregate amount of \$10,000,000. The policy shall include

coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to contractor's limit of liability. The policy must include the Customer, its officers, agents, employees and servants as additional insured's, but only insofar as the operations under the contract are concerned.

1.9.2.2 Automobile Liability

Contractor shall maintain motor vehicle liability with limits of not less than \$2,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

1.9.2.3 Workers' Compensation/Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$2,000,000 shall be required.

1.9.2.4 Aircraft Liability

Contractor shall maintain Aircraft Liability insurance with limits of not less than \$5,000,000 per occurrence.

The policy must include the Customer, its officers, agents, employees and servants as additional insured's, but only insofar as the operations under the contract are concerned.

This requirement only applies if the contractor is later required to provide pilots.

1.9.2.5 Hangar-keeper's Legal Liability

Contractor shall maintain Hangar-keeper's Legal Liability coverage with limits not less than \$2,000,000 per occurrence and a total aggregate amount of \$5,000,000 for activities under this contract, for all Customer aircraft on property owned, leased, or shared by Customer, inside and outside of hangar.

1.9.2.6 Warehouseman's Legal Liability

Contractor shall maintain Warehouseman's Legal Liability coverage with limits not less than \$2,000,000 per occurrence for activities under this contract, for all Customer aircraft parts and materiel on property leased, owned, or shared by Customer, inside and outside of warehouse.



1.9.2.7 Cargo Insurance for Customer Property

Contractor shall maintain cargo coverage under a broad form Marine cargo policy to cover Customer aircraft parts in an amount not less than \$2,000,000.

1.10 Work Hours

Customer will provide Contractor with a work schedule upon execution of this Agreement.

1.11 Drug Testing Program

In addition to the State of California's drug-free workplace requirements, the contractor shall institute a drug-testing program that includes the following:

- a. Initial drug testing of all new contract employees.
- b. Random drug testing of contract employees.
- c. Upon accident or incident, a contract employee shall be required to submit to a drug test.

Drug testing will conform to the Federal Aviation Administration (FAA) guidelines per Federal Aviation Regulations (FAR), Part 121, Appendices I and J, for maintenance, support personnel, and pilots.

1.12 Incorporated by Reference

All applicable federal, State, and local ordinances, rules, Federal Aviation Regulations ("FAR"), policies, letters of instruction, manuals, handouts, directives, forms, and applicable FAA airworthiness directives and manufacturers' bulletins are incorporated by reference and shall be complied with by Contractor's employees or sub-contractors notwithstanding that Customer's aircraft is a "Public Aircraft" as defined in FAR Part 1.

1.13 Customer Provided Equipment

Customer shall provide maintenance facilities and hangars, office furniture, maintenance and inspection programs, technical manuals, and utilities except as specified within this section. Contractor shall sign for these items and will be held responsible for their care and return to Customer in like condition upon request or at the end of the contract.

1.14 Contractor Provided Equipment

Contractor shall provide standard mechanics tools and make every effort to obtain tools or equipment necessary to perform the Work.

1.14.1 Contractor shall provide the following:

- 1.14.1.1 Telephone service for contractor's employee
- 1.14.1.2 Business machines.
- 1.14.1.3 Office supplies for contractor's employee
- 1.14.1.4 Technicians' uniforms (shirts and pants) as approved by Customer.
- 1.14.1.5 Telephone line and service for company business calls
- 1.14.1.6 Pagers and/or cellular phones for each maintenance technician.
- 1.14.1.7 Contractor-provided mechanics and technicians shall furnish their own toolboxes and hand tools and shall be responsible for daily inventorying, and annual calibration, of all tools and maintenance equipment.

1.15 Ethics

Contractor employees are expected to work without close supervision. They are expected to keep accurate records and submit truthful and accurate statements of work. Penalty for violating this section shall be cause for disciplinary action, including immediate dismissal.

1.16 Proprietary Rights

- 1.16.1 All technical data, including but not limited to military manuals and drawings; type specific drawings; and data on loan to Customer from aircraft, engine, and component suppliers and manufacturers are confidential proprietary data and shall not be copied, loaned, or provided to any person, organization, or company without written approval from Customer.
- 1.16.2 All methods, techniques, patents, processes, and inventions developed by contractor personnel for purposes of Customer business are deemed Customer property.

1.17 Payment Process

- 1.17.1 Customer agrees to pay contractor monthly upon submission of an itemized, signed original invoice. Payment of an approved invoice will be made within forty-five (45) days of receipt.
- 1.17.2 Contractor shall submit maintenance invoices with the following information:
 - 1.17.2.1 Itemized labor cost by aircraft type.



- 1.17.2.2 Overtime hours and cost by aircraft type.
 - 1.17.2.3 Standby hours for purposes of call back availability
 - 1.17.2.4 Parts cost by aircraft type.
 - 1.17.2.5 Sublet repair cost.
 - 1.17.2.6 Freight costs (billed separately). Sales tax.
 - 1.17.2.7 Mileage at the CA State rate.
 - 1.17.2.8 Travel and per diem requested and authorized by Customer at the IRS Federal Travel rate.
 - 1.17.2.9 A copy of the time sheets/cards and any other supporting data such as sublet repair costs shall be supplied with the invoices.
- 1.17.3 For purchases, services, overhaul, and repair of parts, parts pieces, and components obtained through Contractor, Customer shall reimburse Contractor at cost plus 7% administrative fee. This fee also applies to subcontract labor, sales tax, freight, and sublet services.

1.18 Purchase of Parts and Materials

- 1.18.1 The Contractor or Customer will purchase all parts and overhaul all components. Purchases will not exceed \$20,000 per year and are normally within micro purchase threshold. If at any time these thresholds are exceeded, these terms shall be re-negotiated. The Customer shall pay the contractor for actual cost of parts or overhaul of components, plus freight, packing, and crating costs, plus the 7% administrative fee as referenced in Section 1.17.3 above. Freight of \$50 or more requires independent documentation.
- 1.18.2 Customer will furnish all fuel, and may furnish oil, and consumables for Customer vehicles and aircraft.
- 1.18.3 Customer shall pay all freight cost for the shipping and receiving of parts and materiel from outlying bases.
- 1.18.4 Customer shall be the recipient of any warranties, discounts, training, promotions, or other incentives offered by subcontractors or suppliers

AIRCRAFT MAINTENANCE

2.0 Contractor's Responsibilities

- 2.1 Contractor shall furnish labor, materials, tools, and/or permits or authorizations necessary to maintain two (2) Bell UH-1H helicopters, owned and operated by SMFD, in accordance with the maintenance schedule developed by SMFD. During the term of this Agreement, all certificates, licenses and permits shall be current and in effect, and shall be available to SMFD for inspection upon request.

Contractor shall only use FAA certificated Airframe and Power-plant (A&P) mechanic(s) in performing the services under this Agreement. However, Structural and Electrical repair work may be performed by skilled Journey Level Technicians as long as they are supervised by the Lead Maintenance Technician.

When requested, Contractor shall provide twenty-four (24) hour maintenance call back capabilities, seven (7) days per week on a two (2) hour "call out" basis. Contractor personnel who are "on call" will be paid four (4) hours of regular overtime pay for each twenty-four (24) hour standby period.

Contractor shall provide a primary mechanic who will oversee and manage the maintenance of the SMFD helicopters. Said primary mechanic shall be available for consultations and guidance regarding maintenance issues with the SMFD helicopter, and shall possess a current FAA Airframe and Powerplant Certificate.

Contractor shall maintain the SMFD helicopters at a facility which is located within fifty (50) nautical miles of SMFD Station 115, which is located at McClellan Park, California.

If the Customer requests maintenance support for the SMFD helicopters beyond 50 nautical miles of SMFD Station 115, the Customer will pay for lodging, per diem and mileage at the appropriate Federal rate.

2.2 Contractor's Responsibilities

Contractor personnel may be assigned to off-site facilities in and out of California for temporary or extended stays as determined by Customer for purposes of aircraft recovery, repair, inspections, and assessments as directed by Customer.

2.3 Maintenance Personnel Duties and Responsibilities

FAA Certificated Airframe & Powerplant Lead Maintenance Technician

Definition: This is the first supervisory level in the aviation maintenance program. Incumbents at this level are working supervisors, plan the daily



workflow, coordinate the documentation of the maintenance and repair of aircraft, recover damaged aircraft and coordinate the flow of spare and repair parts.

Minimum Qualifications: Possession of the following certificates: FAA Airframe and Power-plant Technician's certificate and a valid class C California driver's license and five (5) years of work experience as a Journeyman level certificated A&P technician performing inspections and maintenance on UH-1H type specific aircraft (in addition to five years of work at the entry level, military experience may qualify for the five year entry level requirement if the level of work and responsibility was equal to that of a certificated A&P technician). Customer may waive FAA Inspection Authorization if it determines that the proposed lead technician has extensive equivalent military experience.

Knowledge and Abilities: FAA regulations pertaining to the maintenance, modification, and repair of the UH-1H aircraft, engines, and related systems; FAA-approved Maintenance and Inspection procedures, manuals, techniques, and procedures; aircraft shop maintenance organization, workload assessment, and assignment; and aircraft structures, systems, controls, engines, and components. Organize and lead a group of aviation maintenance technicians in the scheduled maintenance of UH-1H specific components and systems on the aircraft that the lead technician will be assigned to organize and lead a group of technicians in the emergency repair and recovery of damaged aircraft; inspect aircraft and systems for condition and continued flight readiness; return aircraft to service after major modification, maintenance and repair; maintain aircraft work order packages and compile all necessary documentation on the maintenance of aircraft; track technician work hours and track the shop hours involved in the various levels of maintenance. Extensive knowledge of FAA approved Maintenance and Inspection systems and procedures.

The foregoing constitutes the entire contract and supersedes all prior proposals, negotiations, agreements, awards, letter of intent and written or oral statement, representations or agreements.

The Effective Date set forth above is the date as to which all Contract Documents and provisions thereof have references for purposes of coordination of their meaning and effect. The price relates to the Work as described in Section 2, SOW and other Contract Documents in their condition on that date.


Changes after the effective date will be dealt with in accordance with the provisions for changes.

CONTRACTOR

CUSTOMER

DynCorp International, LLC

SMFD

BY: 
TITLE: Sr Contract Director
DATE: 22 JUN 16

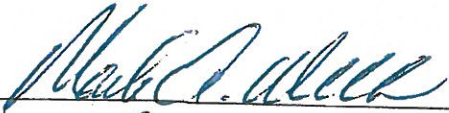
BY: 
TITLE: Line Chief
DATE: 6-9-2016

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until the Agreement is executed.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the Customer in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the Customer shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the Customer, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement demand.
6. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Customer
7. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and



subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. TIMELINESS: Time is of the essence in this Agreement.
9. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
10. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

EXHIBIT B

Special Terms and Conditions

1. Prompt Payment

Upon receipt of a properly submitted, undisputed invoice, Customer shall pay contractor within forty-five (45) calendar days.

2. Excise Tax

Customer will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. Customer may pay any applicable sales and use tax imposed by another state.

3. Changes

Customer reserves the right to make changes in the Work or the manner of its performance. No change shall be made by Contractor in the Work or the time or manner of its performance, without prior written instructions from Customer in a written Change Order specifying the change in plans, specifications, procedures, time, sequence, or other requirements of this Agreement and specifying whether there is to be an adjustment in the compensation or time for performance and how any such adjustment shall be determined.

4. Settlement of Disputes

In the event the Contractor is dissatisfied with the final decision of the Customer in regards to a Dispute, and the parties are unable to resolve their differences through negotiation, the parties will attempt in good faith to resolve the dispute under agreed Alternate Dispute Resolution (ADR) procedures. ADR procedures recommended by the Center for Public Resources, including procedures for Jobsite ADR, will be considered for this purpose.

5. Cancellation

Either party may cancel this agreement at any time by giving thirty (30) days' notice to the other party. In the event of termination, Customer shall pay contractor for all costs and un-cancelable obligations incurred to the date of termination up to but not exceeding the maximum amount payable.

Exhibit C

PRICING SUMMARY

Labor Category:	Hourly Rate	Over-time Rate	Double-time Rate
Aircraft Mechanic – Lead.	\$73.15	\$88.37	\$117.83
Additional Labor Category:	Hourly Rate	Over-time Rate	Double-time Rate
Journey Technician (Electrician, A&P Technician, Structural, Engine Specialist or Painter)	\$66.19	\$74.38	\$99.18
Quality Control Inspector	\$71.01	\$85.80	\$114.40

NOTE: The Additional Labor Categories are included on an “as needed” basis. If SMFD requests additional labor from one of the categories listed in the Additional Labor Category, SMFD agrees to pay the appropriate rate by labor category.

The above rates are subject to annual increases of 3%.

AMENDMENT TO SMFD AIRCRAFT SUPPORT CONTRACT

This is an amendment to the SMFD Aircraft Support Contract dated July 1, 2016, by and between Sacramento Metropolitan Fire District (SMFD), a Special District organized and existing under the laws of the State of California (customer) and Dyna Corp International LLC (hereinafter referred to either as DI and/or contractor).

- A. SMFD and DI entered into a contract for aircraft maintenance, T&M Contract Number SMFD-DYN-002, effective July 1, 2016.
- B. The contract specified the terms and conditions for aircraft maintenance, service and repair of two UH1H helicopters.
- C. The contract, which included Exhibits A, B, & C which were made part of the contract, provided in Exhibit A, paragraph 2, in pertinent part, that no variation or amendment of the terms of the contract are valid unless made in writing, signed by the parties and approved as required.
- D. The parties now desire to amend the agreement as follows:

- 1. Paragraph 1.4 is changed as follows:

1.4 Approximate Workforce Size

This contract requires approximately two (2) employees. The current estimate includes a Lead FAA Certified Airframe & Powerplant Technician and a Journeyman FAA Certified Airframe and Powerplant Technician. Customer will determine the exact number and qualifications of contractor employees based on its actual needs.

Any Airframe and Power-plant ("A&P") technician assigned to maintain customer's aircraft shall have at least five (5) years of helicopter experience with not less than one (1) year of experience with the UH-1H helicopter.

- 2. Paragraph 1.6 is changed to state as follows:

1.6 Customer reserves the right to purchase parts and contract for services from outside sources as detailed in Section 1.1.1. DI shall not be held responsible or liable for any work or services obtained outside of this contract.

- 3. Paragraph 1.7 is changed to state as follows:

1.7 Aircraft Maintenance

Contractor shall perform inspections, maintenance, repair, overhaul, alterations and modifications of Customer aircraft as specified in Section 2.0.

4. Paragraph 2.3 is changed to state as follows:

2.3 Maintenance Personnel Duties and Responsibilities

FAA Certificated Airframe & Powerplant Lead Maintenance Technician

Definition: This is the first supervisory level in the aviation maintenance program. Incumbents at this level are working supervisors, plan the daily workflow, coordinate the documentation of the maintenance and repair of aircraft, recover damaged aircraft and coordinate the flow of spare and repair parts.

Minimum Qualifications: Possession of the following certificates: FAA Airframe and Power-plant Technician's certificate and a valid class C California driver's license and five (5) years of work experience as a Journeyman level certificated A&P technician performing inspections and maintenance on UH-1H type specific aircraft (in addition to five years of work at the entry level, military experience may qualify for the five year entry level requirement if the level of work and responsibility was equal to that of a certificated A&P technician). Customer may waive FAA Inspection Authorization if it determines that the proposed lead technician has extensive equivalent military experience.

Knowledge and Abilities: FAA regulations pertaining to the maintenance, modification, and repair of the UH-1H aircraft, engines, and related systems; FAA-approved Maintenance and Inspection procedures, manuals, techniques, and procedures; aircraft shop maintenance organization, workload assessment, and assignment; and aircraft structures, systems, controls, engines, and components. Organize and lead a group of aviation maintenance technicians in the scheduled maintenance of UH-1H specific components and systems on the aircraft that the lead technician will be assigned to organize and lead a group of technicians in the emergency repair and recovery of damaged aircraft; inspect aircraft and systems for condition and continued flight readiness; return aircraft to service after major modification, maintenance and repair; maintain aircraft work order packages and compile all necessary documentation on the maintenance of aircraft; track technician work hours and track the shop hours involved in the various levels of maintenance. Extensive knowledge of FAA approved Maintenance and Inspection systems and procedures.

FAA Certificated Airframe & Powerplant Journeyman Maintenance Technician

Definition: This is the journey working level for certificated Airframe & Powerplant Technicians. Incumbents at this level work independently and inspect and repair aircraft, engines, components and systems and assess for damage, condition and method of repair, and may work off site at outlying field locations

Minimum Qualifications: Possession of the following certificates: FAA Airframe and Powerplant (A&P) Technician's certificate and a valid class C California driver's license (or comparable from another state). In addition, the Journey Technician must have five (5) years of work experience as a certificated A&P Technician performing inspections and maintenance on UH-1H or similar aircraft type. Military experience may qualify for the five-year work experience requirement if the level of work and responsibility was equal to that of a certificated A&P technician. Customer may waive five-year work experience requirement if it determines the proposed Journey Technician has extensive military or industry experience.

Knowledge and Abilities: FAA federal aviation regulations pertaining to the maintenance and repair of aircraft; FAA-approved maintenance practices, techniques, and procedures; aircraft shop maintenance operational procedures and fleet aircraft structure, systems, controls, engines and components. Work independently in a central aviation maintenance facility or work unsupervised off site at outlying field locations; perform depot level and field maintenance to aircraft, engines, propellers, rotors, components and systems in accordance with approved procedures; have a thorough working knowledge of all fleet aircraft, engines, and airframe systems; and ability to inspect and determine problems and correct deficiencies, inspect aircraft and systems for continued airworthiness, and return aircraft to service after major and minor maintenance and repair.

5. Paragraph Exhibit C shall state as follows:

Exhibit C

PRICING SUMMARY

Labor Category:	Hourly Rate	Over-time Rate	Double-time Rate
Aircraft Mechanic – Lead	\$73.15	\$88.37	\$117.83
Rate effective 1/1/2019	\$79.93	\$96.56	\$128.75
Additional Labor Category:	Hourly Rate	Over-time Rate	Double-time Rate
Journey Technician (Electrician, A&P Technician, Structural, Engine Specialist or Painter)	\$66.19	\$74.38	\$99.18
Rate effective 1/1/2019	\$72.34	\$81.28	\$108.38
Quality Control Inspector	\$71.01	\$85.80	\$114.40
Rate effective 1/1/2019	\$77.59	\$93.75	\$125.01

NOTE: The Additional Labor Categories are included on an "as needed" basis. If SMFD requests additional labor from one of the categories listed in the Additional Labor Category, SMFD agrees to pay the appropriate rate by labor category.

The above rates are subject to annual increases of 3%. **The rates effective 1/1/2019 reflect a 3% annual increase.**

All other terms, conditions, provisions, obligations, warranties, and/or responsibilities of the original agreement between the parties shall remain the same.

CONTRACTOR	CUSTOMER
<u>DynCorp International, LLC</u>	SMFD
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____