



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007
(916) 228-3070 – Fax (916) 228-3079

9:00 a.m.

Tuesday, June 11, 2019

REGULAR MEETING OF THE GOVERNING BOARD
10545 Armstrong Ave – Rooms #384-385
Mather, CA 95655-4102

The Board will convene in open session at 9:00 a.m.

Call to Order

Chairperson

Roll Call of Member Agencies

Secretary

Primary Board Members

Chris Costamagna, Chairperson

Deputy Chief, Sacramento Fire Department

Mike McLaughlin, Vice Chairperson

Fire Chief, Cosumnes Fire Department

Chad Wilson, Board Member

Division Chief, Folsom Fire Department

Tyler Wagaman, Board Member

Assistant Chief, Sacramento Metropolitan Fire District

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

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

RECESS TO CLOSED SESSION: Approximately 1 hour (9:00 – 10:00 a.m.)

1. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

District Negotiator(s)

Lindsay Moore, Counsel

Employee Organization(s)

Kylee Soares, Deputy Director, Operations
Teamsters Local 150

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

a. Discipline/Dismissal/Release (2 matters)

b. Evaluation of Performance: Interim Executive Director

3. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

a. Pursuant to California Government Code Section 54956.9(b)

The Board will meet in closed session to discuss significant exposure to litigation.
Two (2) potential cases

b. Pursuant to California Government Code Section 54956.9(a)

The Board will meet in closed session to discuss one (1) case of pending litigation
Sacramento Regional Public Safety Communications Center v. Tyler Technologies, Inc.
Case No. 2:18-cv-01792-KJM-KJN

RECONVENE TO OPEN SESSION: Begins at 10:00 a.m.

* INDICATES NO ATTACHMENT

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

- | | | |
|--|------|-----|
| 1. Board Meeting Synopsis (May 28, 2019) | Page | 4-7 |
|--|------|-----|

PROPOSED ACTION: Motion to Approve Consent Agenda

ACTION ITEMS:

- | | | |
|--|------|------|
| 1. Approve Amended Retired Annuitant Interim Executive Director employment contract. | Page | 8-12 |
|--|------|------|

DISCUSSION/POSSIBLE ACTION:

1. Discussion/Direction Regarding Budget Workshop*

INFORMATION:

CENTER REPORTS:

1. Interim Executive Director (Bentovoja)*

CORRESPONDENCE:

None.

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is June 25, 2019.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102
Time: TBD
Distribution: Board Members, Alternates, and Chiefs
Posted at: 10230 Systems Parkway, Sacramento, CA 95827
www.srfecc.ca.gov
10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

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

POSTING:

This is to certify that on June 7, 2019, I posted a copy of the agenda:

**INDICATES NO ATTACHMENT*

-at 10230 Systems Parkway, Sacramento, CA 95827
-on the Center's website which is: www.srfec.ca.gov
-10545 Armstrong Ave, Mather, CA 95655-4102

A handwritten signature in black ink, appearing to read "Juice Parker". The signature is written in a cursive, flowing style.

Clerk of the Board

**INDICATES NO ATTACHMENT*

GOVERNING BOARD MEETING

May 28, 2019

GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna	Sacramento Fire Department
Assistant Chief Tyler Wagaman	Sacramento Metropolitan Fire District
Deputy Chief Paul Zehnder	Cosumnes Community Services District
Division Chief Chad Wilson	Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Kylee Soares	Deputy Director – Operations
Diane House	Deputy Director - Administration

OTHERS IN ATTENDANCE

Lindsay Moore	Counsel, SRFEC
Janice Parker	Administrative Analyst, SRFEC

The meeting was called to order and roll call taken at 9:00 a.m.

1. There were no agenda updates.
2. There was no public comment.
3. The Pledge of Allegiance was recited
4. **CLOSED SESSION:**

Closed session was convened at 9:01 a.m.

1. **CONFERENCE WITH LABOR NEGOTIATOR***
Pursuant to Government Code Section 54957.6

District Negotiator(s)	Counsel, Lindsay Moore
Employee Organization(s)	Kylee Soares, Deputy Director, Operations Teamsters Local 856 Teamsters Local 150

2. **PERSONNEL ISSUES***
Pursuant to California Governing Code Section 54957

- a. Discipline/Dismissal/Release (2 matters)
- b. Public Employee Appointment: Interim Executive Director

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

- a. Pursuant to California Government Code Section 54956.9(b)
The Board will meet in closed session to discuss significant exposure to litigation.
Two (2) potential cases
- b. Pursuant to California Government Code Section 54956.9(a)

The Board will meet in closed session to discuss one (1) case of pending litigation Sacramento Regional Public Safety Communications Center v. Tyler Technologies, Inc. Case No. 2:18-cv-01792-KJM-KJN

5. OPEN SESSION:

Open session was re-convened at 10:56 a.m.

The Board met in closed session and received an update regarding negotiations. Direction was given; no action was taken.

During closed session the Board received an update regarding two separate personnel issues.

Regarding 2a., Discipline/Dismissal/Release (2 matters) - no action was taken, but direction was given.

Regarding 2b., Public Employee Appointment: Interim Executive Director – no action was taken.

During closed session the Board received an update regarding anticipated litigation; no action was taken.

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

1. Board Meeting Synopsis (May 19 and May 23, 2019)

A motion was made by Chief McLaughlin and seconded by Assistant Chief Wagaman to approve the consent agenda.

AYES: Cosumnes Community Services District, Folsom, Sacramento City, Sacramento Metro

NOES:

ABSTAIN:

Motion passes.

7. ACTION ITEM(S)

1. Approval of Interim Executive Director Retired Annuitant Contract

A motion was made by Division Chief Wilson and seconded by Chief McLaughlin to approve the Interim Executive Director Retired Annuitant Contract contingent upon a background investigation. The contract is limited to a total of 960 hours per fiscal year and will be paid at the same hourly rate as the previous Executive Director.

AYES: Cosumnes Community Services District, Folsom, Sacramento City, Sacramento Metro

NOES:

ABSTAIN:

Motion passes.

8. DISCUSSION/POSSIBLE ACTION:

None

9. INFORMATION:

1. Communications Center Report

A copy of the report was contained in the Board packet.

2. Closed Service Requests

A copy of the report was contained in the Board packet.

10. CENTER REPORTS:

Deputy Director Soares

1. Deputy Director Soares said that the statistics in the Board packet indicate a 1% increase over the previous year.
2. In April and part of May the Center helped to facilitate the Amgen Tour in Sacramento; participated in County Fair operations; took part in the Wildland drill; and will be meeting next week in preparation for the Air Show.

A ROSS refresher course was provided in preparation of “fire season”.

Deputy Director House

1. The IT Department received a notice of immediate resignation from Systems Engineer Shane Steckelberg.

In order to assist our IT team until such time as a permanent replacement is hired we have contracted with Direct Technologies.

We have had visitors from Sacramento City and Metro IT Departments who have also offered to assist us during this transitional time.

2. Cal OES has provided “Radius” software from Rapid Deploy which is a mapping software that provides more precise ANI/ALI information. This software has reduced the amount of time required to determine more specific call locations and has subsequently reduced dispatch time.
3. We are expanding our Kronos HR module to increase our workflow.
4. We have received a quote from GP Dynamics to move our accounting software to the cloud.

Medical Director Kevin Mackey

1. Dr. Mackey, Dr. Garzon and Dr. Shantz will be reshooting a video for the Fire Service.

He has approximately ten 5-minute instructional EMS videos already prepared for immediate use. There have been anywhere from 2,000 – 3,000 viewings of these videos.

2. The survival rate for cardiac arrest for our county is far below the state's average and Dr. Mackey will continue to investigate why the average is so low and to offer ways to mitigate this issue.

11. CORRESPONDENCE:

None

12. ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

None

13. BOARD MEMBER COMMENTS:

Assistant Chief Wagaman congratulated Mr. Bentovoja on his appointment to Interim Executive Director. He expressed his appreciation to D/D's Soares and House for all they have done and said he was pleased their workloads could now be shared.

He further stated that the Board will continue to "stand by the Center" and offer to share any of their personnel assets to assist during this transitional time. He also thanked the "City" for their assistance as well.

Division Chief Wilson also welcomed Mr. Bentovoja. He said he is always impressed with the way Center personnel continue to step up and meet any challenges that brought before us.

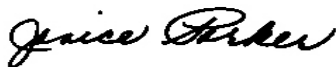
Chief McLaughlin expressed a similar sentiment.

Deputy Chief Costamagna also thanked the Center, Command Staff and all Personnel for their continued hard work.

The meeting of the Governing Board was adjourned at 11:09 a.m.

The next regularly scheduled Board Meeting is Tuesday, June 11, 2019, at 9:00 a.m., at Metro Headquarters, 10545 Armstrong Ave – Rooms #320, Mather, CA 95655-4102.

Respectfully submitted,



Janice Parker
Clerk of the Board

Chris Costamagna, Chairperson

Mike McLaughlin, Vice Chairperson

**AMENDED AGREEMENT FOR SERVICES
BETWEEN THE
SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER
AND
MARC BENTOVOJA,
RETIRED ANNUITANT**

(Interim Executive Director)

This Amended Agreement (“Agreement”) for the services of Interim Executive Director is by and between the Sacramento Regional Public Safety Communications Center, a joint powers authority organized and existing under the laws of the State of California (“Center”) and Marc Bentovoja (“Annuitant”) (together, they are referred to as “Parties,” and individually, as a “Party”).

I. SPECIAL RESOLUTIONS OF THE CENTER

- A. Marc Bentovoja is a retired annuitant receiving CalPERS benefits.
- B. Annuitant is deemed by the Center to possess specialized skills.
- C. The position of Interim Executive Director will be for a limited duration, to fill the position during the leave of the incumbent and, if necessary, while the Center recruits a permanent Executive Director and/or until the temporary need for services ends.
- D. Marc Bentovoja wishes to remain, and will remain, a retired annuitant during the entire term of this Agreement, pursuant to Government Code sections 21220, et seq.
- E. Center shall enroll Marc Bentovoja with the California Public Employee Retirement System (CalPERS) solely for the recordkeeping purposes of CalPERS, pursuant to Government Code section 21220.

II. HOURS OF WORK

- A. Annuitant’s first day of work is May 28, 2019.
- B. Under no circumstances shall Annuitant be compensated for work in excess of nine hundred sixty (960) hours in one (1) fiscal year.
 - 1. One full day of service shall be recorded as eight (8) hours.
 - 2. A half day of service shall be recorded as four (4) hours.
- C. Annuitant shall submit to the Board, at the end of each month, a schedule of hours worked in that month.

1. The submission shall document whether the work was:
 - a. Completed on site or remotely; and
 - b. In either full day or half day increments.
- D. Center shall report to CalPERS, on a monthly basis, the pay rate and hours worked by Annuitant.

III. COMPENSATION

- A. Annuitant shall be paid Eighty Dollars and Eighty Cents (\$80.80) per hour, which is calculated by dividing the monthly salary of \$14,005.67 by 173.333.
 1. A full-day of service (eight hours) is Six Hundred Forty-Six Dollars and Forty Cents (\$646.40).
 2. A half-day of service (four hours) is Three Hundred Twenty-Three Dollars and Twenty Cents (\$323.20).
- B. The rate has been established pursuant to Government Code sections 21220, et seq.

IV. PROFESSIONAL DUTIES AND RESPONSIBILITIES

Annuitant shall perform the duties and responsibilities set forth in the job description which is attached hereto as Appendix "A."

V. HEALTH/WELFARE BENEFITS AND LIABILITY INSURANCE

- A. Except as expressly required by law, Annuitant shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the rate set forth in Section III above.
- B. Annuitant shall be covered as an employee of the Center under the Center's general liability, property, and automobile insurance policies for any claims covered by the Center's insurance policies, which arise out of, or are related to, Annuitant's performance of his duties under this Agreement.

VI. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to its normal expiration date by:

- A. Mutual agreement of the Parties.

- B. Center's Option:
1. The Center shall have the right to terminate this Agreement at any time, effective upon personally served written notice to Annuitant.
 - a. Center shall pay Annuitant for the days of service actually rendered by Annuitant prior to termination.
 - b. Center shall not be liable for any lost profits which might have been made by Annuitant had the Agreement not been terminated or had Annuitant completed the services envisioned by this Agreement.
 - c. Upon such notice, Annuitant shall immediately cease rendering services pursuant to this Agreement.
- C. Annuitant's Option:
1. Annuitant shall have the right to terminate this Agreement upon giving at least thirty (30) calendar days' written notice.
 2. Center shall pay Annuitant for the days of service actually rendered by Annuitant prior to termination of this Agreement.

VII. GENERAL PROVISIONS

- A. This Agreement is the full and complete Agreement between the Parties and supersedes any previous agreements between the Parties.
1. This Agreement can be changed or modified only in writing, signed by the Parties or their successors in interest to this Agreement.
 2. If any Board policy, regulation, etc. is inconsistent with this Agreement, this Agreement shall prevail.
- B. Should any term, condition, covenant, or provision of this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect, unless to do so would frustrate the intent and purpose of this Agreement.
- C. This Agreement shall be construed in all respects and in accordance with and governed by the laws and decisions of the State of California. Venue shall be in El Dorado County.
- D. This Agreement shall ensure to the benefit and be binding upon the heirs, administrators, successors, and assigns of the Parties hereto.

IN WITNESS HERETO, we affix our signatures to this Agreement as the full and complete understanding of the relationships between the Sacramento Regional Public Safety Communications Center and Marc Bentovoja.

BOARD OF DIRECTORS

By: _____

_____ Date

ACCEPTANCE

I accept this offer of employment and agree to comply with the conditions of this offer and to fulfill all of the duties of employment of Interim Executive Director with the Sacramento Regional Public Safety Communications Center.

By: _____

Marc Bentovoja

_____ Date

APPENDIX “A”

Job Description