



**Sacramento Regional Fire/EMS Communications Center**  
10230 Systems Parkway, Sacramento, CA 95827-3006  
[www.srfecc.ca.gov](http://www.srfecc.ca.gov)

**9:00 a.m.**

**Tuesday, September 8, 2020**

**REGULAR MEETING OF THE GOVERNING BOARD OF SRFECC**  
**10545 Armstrong Ave – Room #385**  
**Mather, CA 95655-4102**

**Public Remote Access at:**

**[Join Microsoft Teams Meeting](#)**

[+1 916-245-8065](tel:+19162458065) United States, Sacramento (Toll)

Conference ID: 950 282 072#

[Local numbers](#) | [Reset PIN](#) | [Learn more about Teams](#) | [Meeting options](#)

**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

Mike McLaughlin, Vice Chairperson

Chad Wilson, Board Member

Brian Shannon, Board Member

Deputy Chief, Sacramento Fire Department

Fire Chief, Cosumnes Fire Department

Division Chief, Folsom Fire Department

Deputy Chief, Sacramento Metropolitan Fire District

**Pledge of Allegiance**

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

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

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**Please Note:** The Public's health and well-being are the top priority for the Board of Directors ("Board") of Sacramento Regional Fire/EMS Communications Center and therefore, because of the potential threat of COVID-19 (Coronavirus), public access to this meeting will be available through the link set forth above.

**PRESENTATION:**

None

\* INDICATES NO ATTACHMENT

**RECESS TO CLOSED SESSION:**

1. CONFERENCE WITH LABOR NEGOTIATOR\*

Pursuant to Government Code Section 54957.6

Center Negotiator(s)	Lindsay Moore, Counsel Tyler Wagaman, Executive Director
Employee Organization(s)	Teamsters Local 150 Teamsters Local 856 Unrepresented Administrators

2. PERSONNEL ISSUES\*

Pursuant to California Governing Code Section 54957

a. Employee Evaluation: 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

RECONVENE TO OPEN SESSION AT ESTIMATED TIME: 10:00 a.m.

**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 (August 25, 2020)                         | Page 4  |
| 2. FLSA Settlement Agreement – <i>with minor language amendment</i> | Page 10 |

PROPOSED ACTION: Motion to Approve Consent Agenda

**ACTION ITEMS:**

1. Regular Board Meeting Schedule – modify schedule to one meeting per month on the 1st Tuesday of every Month.\*

PROPOSED ACTION: Motion to Approve Revised Monthly Board Meeting Schedule

**DISCUSSION/POSSIBLE ACTION:**

NONE

**INFORMATION:**

- |                                  |         |
|----------------------------------|---------|
| 1. MidAmerica Contract Amendment | Page 18 |
|----------------------------------|---------|

**CENTER REPORTS:**

None

**CORRESPONDENCE:**

None

\* INDICATES NO ATTACHMENT

**ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:**

**BOARD MEMBER COMMENTS:**

**ADJOURNMENT:**

The next scheduled Board Meeting is September 22, 2020.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102 Time:  
9:00 a.m.  
Board Members, Alternates, and Chiefs

Posted at: 10230 Systems Parkway, Sacramento, CA 95827  
[www.srfecc.ca.gov](http://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 September 4, 2020, a copy of the agenda was posted:

- at 10230 Systems Parkway, Sacramento, CA 95827
- at 10411 Old Placerville Rd – Suite #210, Sacramento, CA 95827
- on the Center's website which is: [www.srfecc.ca.gov](http://www.srfecc.ca.gov)
- 10545 Armstrong Ave, Mather, CA 95655-4102



Clerk of the Board

# REGULAR GOVERNING BOARD MEETING

August 25, 2020

## GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna	Sacramento Fire Department
Deputy Chief Niko King	Sacramento Fire Department
Deputy Chief Brian Shannon	Sacramento Metropolitan Fire District
Chief Michael McLaughlin	Cosumnes Community Services District
Chief Felipe Rodriguez	Folsom Fire Department

## GOVERNING BOARD MEMBERS ABSENT

## COMMUNICATIONS CENTER MANAGEMENT

Tyler Wagaman	Executive Director
Kylee Soares	Deputy Director – Operations
Diane House	Deputy Director – Administrative

## OTHERS IN ATTENDANCE

Lindsay Moore	Counsel, SRFECC
Marissa Shmatovich	Executive Assistant, SRFECC

NOTE: Because the Governor declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the Coronavirus) attendance by the public at this meeting was by telephonic means only and was made accessible to members of the public solely through the link set forth below.

### Join Microsoft Teams Meeting

+1 916-245-8065 United States, Sacramento (Toll)

Conference ID: 642 243 831#

The meeting was called to order and roll call taken at 9:05 a.m. Chief Costamagna was not present at the start of the meeting. Chief King was acting Chairperson until Chief Costamagna arrived.

1. The Pledge of Allegiance was recited.
2. There was a request to move the presentation to before closed session. Additionally, the Clerk of the Board notified the Board Members that due to the Center's financial audit, the Budget to Actuals (BTA) for July were not included in this packet but will be included in the next board packet.
3. There was no public comment.
4. The Center Accounting Team completed a presentation on FY 19/20 Year End Close.

Deputy Director House opened the presentation expressing excitement to report the Fiscal Year End close. She introduced the accounting team, Chia Vargo and Cierra Lewandowski by explaining their unique skill sets and versatility.

Deputy Director House began by explaining that the Center performed very well within the budget, and came into the year-end significantly under budget. This report only included the operations budget, and the CIP presentation will be at the next Board meeting.

Cierra Lewandowski then presented numbers from the Employee Related Expenses portion of the budget. The Employee Related Expenses comprise 80% of the Center's budget, to include salaries, benefits, and retirement costs. In FY19/20, the Center ended at \$6.8 million of the \$8.1 million budgeted, leaving the Center \$1.3 million under budget. This savings is due to

under-staffing. Cierra reminded the board of the additional 12 hires in 2 Academies, and the 2 remaining open positions, for which the Center is currently recruiting.

The Center accounting team anticipated a 5% increase in medical and benefit costs for the 20/21 fiscal year, as well as in the CalPERS retirement cost. The unfunded liability from last fiscal year to current fiscal year increased 10%, and the team anticipates another 17% increase in the next fiscal year.

While the Center performed under budget last fiscal year, the Center does not anticipate a similar year for fiscal year 20/21 due to higher staffing and anticipated increased costs and previously mentioned.

Chia Vargo next presented the operating expenses portion of the budget. Chia went through each budget category and explained how the Center performed in each category and how that performance affected the 20/21 fiscal year budget.

In Materials and Supplies, the Center performed very close to the budget, saving just \$5,000. The current fiscal year budget was kept very close to the previously budgeted numbers.

In Professional Services (legal, consulting, and other professional services), the Center came in \$126,000 over budget, primarily due to unbudgeted expenses such as the Executive Directory contract and the Office Specialist which replaced a Project Manager mid fiscal year. The current fiscal year budget has been adjusted accordingly.

In Communications Equipment and Services (phone equipment, radio, tower maintenance, and Comm Van), the Center saw the greatest reduction related to the Comm Van, at nearly \$10,000. The Center also has several team members working to identify unused phone lines and circuits, which were disconnected, and amounted to additional savings. Conversion of the Center cell phone contract to a government contract allowed for even more savings.

In Hardware and Software Maintenance, the Center sees the most impact from CAD related expenses, specifically CAD maintenance and support. A large portion of what was budgeted here was covered by the CIP account, with the new CAD project moving forward. The Center also received a credit for \$90,000 from Northrop Grumman by grouping warranties together. Further reductions in costs were seen by moving to the Cloud for some software licenses.

In Facilities and Fleet, the Center saw a large financial impact by vacating the Conference and Training Center (CTC), and moving to the new administrative building due to components of a full service lease.

In Recruitment, Retention and Training, the largest impact was experienced due to conference cancellations due to COVID-19. The Center was also able to save on the budgeted ACE accreditation due to that expense bundled in with the ProQA contract. The Center maintained a lean budget in this category for the current fiscal year, with a nearly fully staffed operations department and continued conference cancellations.

The bottom line for the end of the 19/20 fiscal year brings the Center in \$1.6 million under budget, but this does not include the CIP account. The accounting team is fine tuning those numbers and will be presented at a future board meeting. As a preview, the CIP account will include expenses such as \$144,000 for ProQA contract, for which the Center anticipates reimbursement from the State pending a phone upgrade, \$60,000 in legal fees related to last fiscal year, \$200,000 in enhancements to the WestNet project, \$244,000 in warranty costs with Northrop Grumman, and \$40,000 for the new CAD legal letter and set up of the escrow account.

Deputy Director House concluded the presentation with commendations for the accounting team for their diligence and hard work to monitor and protect the Center's finances. For the next board meeting, the Center anticipates the final documents from Umpqua to term out the first draw of \$1.7 million, as well as the complete review of the year end for the CIP. The Center's fiscal year 19/20 financial audit is still in progress, which is the cause for delay on the July budget-to-actuals document as it will provide the current fiscal year's starting number. There will be further updates regarding the audit at a later date.

## 5. CLOSED SESSION:

### 1. CONFERENCE WITH LABOR NEGOTIATOR\*

Pursuant to Government Code Section 54957.6

Center Negotiator(s) Lindsay Moore, Counsel  
Tyler Wagaman, Executive Director

Employee Organization(s) Teamsters Local 150  
Teamsters Local 856  
Unrepresented Administrators

## 2. PERSONNEL ISSUES\*

Pursuant to California Governing Code Section 54957

- a. Employee Evaluation: 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

Closed session was convened at 9:14 a.m. with Board Member, Chief Niko King and Chief Felipe Rodriguez, attending remotely.

Open session was reconvened at 10:00 a.m, during which time Chief Niko King excused himself from the meeting and Chief Costamagna resumed Chairperson duties remotely.

1. The Board received an update regarding labor negotiations. No formal action was taken.
2. The Board received an update; no formal action was taken.
3. The Board received an update; no formal action was taken.

6. **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.

A motion was made by Deputy Chief Shannon and seconded by Chief Rodriguez to approve the consent agenda and Board Meeting minutes (August 11, 2020).

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

## 7. ACTION ITEMS:

None

## 8. DISCUSSION/POSSIBLE ACTION:

None

## 9. INFORMATION:

None

## 10. CENTER REPORTS:

### Executive Director Wagaman

Executive Director Wagaman expressed gratitude and commendations to the dispatch staff as well as administrative staff for their work and effort in dispatching resources to fires across the state. For every person who is deployed as an overhead resource, another individual must take over those additional duties, additional thanks were expressed.

Executive Director Wagaman reiterated from the budget presentation that the Center continues on a daily basis to ensure the Center's dollar, the Agencies' dollar, is well spent. The Center staff are up to the challenge, and Executive Director Wagaman expressed thanks to the Board for their continued support.

### Deputy Director House

Deputy Director House provided a FitGap updated to the Board. The FitGap is the first phase of the CAD project, to identify gaps in the system and find solutions. The FitGap team is nearly through that list, and is in the process of conducting meetings with Northrop Grumman to ensure that list is complete and prioritized accordingly. The Center will receive a quote at the next call with Northrop Grumman for the priority one items. The next thorough FitGap update should occur late September, and between now and then the Center will continue to put pressure on Northrop Grumman to provide a quotation on all priority items to provide a full budget picture of the project.

The Center is also putting pressure on Northrop Grumman regarding the ProQA project. The Priority Dispatch software install will occur August 27, and the Center is waiting on Northrop Grumman for the interface. There was a delay in this interface due to the code freeze from the WestNet project, but that code freeze was lifted so the ProQA project may begin. Northrop Grumman will then enter into another code freeze for the ProQA project. The software install allows operations staff to begin to view the software while the Center waits on the interface. ProQA ties directly to ACE Accreditation, for which there are 20 points to achieve accreditation. Of those 20, the Center already completed 4 and those are awaiting review from Priority Dispatch.

SRRCS is completing a radio update, to be completed by the end of the week.

The Center finance team is continuing audit activities.

Center staff are also working on DR planning and quotations, to replace and improve upon the resources that were previously at the CTC.

The Telestaff project is nearly complete as well, Cierra Lewandowski and Marissa Shmatovich have been hard at work fine tuning that project, and the project is very close to go live.

### Deputy Director Soares

Deputy Director Soares expressed that there are numerous projects going on within the Operations department, and expressed thanks to the administrative staff for their work on the ProQA and Telestaff project with those significant impacts on operations staff.

Associated with the ProQA project is the EMD refresher, which was delayed due to COVID-19 and several other variables. The EMD Refresher planning may now be resumed, as Priority Dispatch has done an excellent job navigating remote learning and training. The Center has now had 2 recruit academies successfully complete remote EMD certification courses, and it has proven to be successful.

Academy 20-1 is performing very well, with 3 of those 7 recruits signed off and working independently on the floor. With just those 3 signed off, there has been a significant and positive impact on the dispatch floor with a reduction in overtime posting. The remaining four are in fine tuning phase of their training and the Center is hopeful in the next few weeks that those recruits will have been signed off as well.

Academy 20-2 just completed their EMD training and CPR training. Deputy Director Soares expressed thanks to Cosumnes Fire for hosting that CPR training.

In the first week of September, one dispatcher will begin Main dispatch training. In the training process, once a dispatcher is signed off on phones, the next step is main dispatch and then CRO training. The Center continues to move dispatchers through the training phases. The Center is continuing with supplemental questioning for PUI criteria. Deputy Director Soares is presenting a ChemPack SOP to the operations chiefs.

Deputy Director Soares also expressed pride in the Center for their work on training and becoming proficient in IROC. The XSA is now fully self-sufficient in the IROC environment. Although the year has been busy, many resources have been deployed, and XSA is self-sufficient in IROC, Deputy Director Soares asked for grace and patience as the Center continues to navigate the program.

The Center has completed all Operational SOP updates, a project that has been on-going for several decades.

The Center also completed a Dispatch Supervisory process, with 4 successful candidates and one promotion. Please welcome Lisa Smelser as the newest member of the Dispatch Supervisory team. There is also a pending EMS Supervisor position that will result in another Dispatch Supervisor promotion.

The 2020 Air Show has been canceled.

The fall Dispatcher Banquet has also been canceled. The commendations and awards for the 2020 recipients will be accommodated in the 2021 banquet.

Deputy Director Soares is participating in the continued work with the Operations Chiefs in identifying the best online tool for declaring grass red flag.

She is also working with the labor leaders to begin planning for 2021 shift assignments.

Deputy Director Soares acknowledged Supervisor Elizabeth Strong for her leadership and preparedness during a significant unplanned radio console outage. The outstanding performance of all staff during this unplanned outage as well as a separate unplanned outage on the day of this board meeting, shows the Center staff are prepared to handle these events, with failure plans in place.

Chief Shannon asked Deputy Director Soares what week of training Academy 20-2 is in currently, and a tentative completion date.

Deputy Director Soares explained that Academy 20-2 is currently in week 4 of training, with a tentative completion date of September 25. Every academy is an evolving process, dependent upon the needs of the Academy. Training Supervisor Quintard will adjust the academy length as needed and provide updates to Executive Staff.

#### **11. CORRESPONDENCE:**

None

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

Chief Wagaman requested future discussion for changing the board meeting schedules to a single, monthly meeting rather than the current twice monthly meetings.

#### **13. BOARD MEMBER COMMENTS:**

##### Chief Shannon

Chief Shannon expressed thanks to Cierra and Chia for their presentation to the board. He congratulated Lisa Smelser on her promotion to Dispatch Supervisor. Chief Shannon also expressed kudos and appreciation to Deputy Director Soares and her staff for their continued dedication and hard work.



Chief Rodriguez

Chief Rodriguez opened with commenting how nice it was to be participating in this meeting and seeing all the faces that he does not typically get to see.

He discussed the challenges and issues that Folsom Fire is currently facing, and expressed thanks to the dispatch staff for their hard work through staffing challenges, training, and all the other hard ships presented during the pandemic. Chief Rodriguez wanted to ensure that Center staff know how appreciated they are.

Chief Zehnder

Chief Zehnder opened with congratulations to Lisa Smelser on her promotion. He expressed that what impresses him the most about the Center is the immense amount of work that is handled at any given time, and thanked all staff.

Chief Costamagna

Chief Costamagna also expressed thanks to the fiscal staff for their presentation, and apologized for his absence at the beginning of the meeting. He offered congratulations to Lisa Smelser for her promotion, and well wishes to the Academy through their training.

**14. ADJOURNMENT:**

The meeting was adjourned at 10:23 a.m.

Respectfully submitted,



Marissa Shmatovich  
Clerk of the Board



Chris Costamagna, Chairperson



Mike McLaughlin, Vice Chairperson

**AGREEMENT**  
**between**  
**TEAMSTERS LOCAL 150 and 856**  
**and the**  
**SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER**

This Agreement is by and between the Sacramento Regional Fire/EMS Communications Center (“Center”), Teamsters Local 150 (“Local 150”), and Teamsters Local 856 (“Local 856”), collectively referred to herein as “the Parties.”

**I.**  
**RECITALS**

1. The Center and Local 150 are parties to a Memorandum of Understanding with a term of July 1, 2018 through June 30, 2021 (“150 MOU”).
2. The Center Local 856 are parties to a Memorandum of Understanding with a term of July 1, 2018 through June 30, 2021 (“856 MOU”).
3. Local 150 is the exclusive representative for employees in the classification of Dispatch Supervisor.
4. Local 856 is the exclusive representative for employees in the classification of Dispatcher.
5. At the conclusion of negotiations for the 150 MOU and 856 MOU, the Center initiated a review of its calculation of the Regular Rate of Pay pursuant to the Fair Labor Standards Act (“FLSA”) upon request of Local 150 and Local 856 (“Request”).
6. The Center has completed its review of the Regular Rate of Pay calculation, and effective [insert date], the Center implemented a “dual calculation method” to ensure compliance with the 150 and 856 MOU’s, as well as statutory requirements. Such “dual calculation method” takes into account all compensation for hours worked in the workweek and all legally required non-wage compensation.
7. Local 150 and 856 and the Center, by and through their undersigned counsel, have engaged in discussions about the Center’s calculation of Regular Rate of Pay pursuant to the FLSA and have determined to reach this Agreement to resolve any and all disputes related to the Request.
8. The term “Center” shall include not only the official entity, but also its Governing Board, officers, employees, agents, successors, and/or assigns.
9. The term “Local 150” and “Local 856” shall include not only the respective entity, but also its officers, employees, agents, successors, and/or assigns.

10. The term “Action” shall mean claims, complaints, causes of action, lawsuits, charges, grievances, expenses, demands, damages, back pay, attorney’s fees, reinstatement or other injunctive relief, compensation, benefits and actions pursuant to state and/or federal statutes, excluding only worker’s compensation claims.

## **II.** **TERMS AND CONDITIONS**

### **A. General Provisions**

1. The preceding Recitals are incorporated as though fully set forth below.
2. This Agreement, and compliance with this Agreement, shall not be considered an admission by the Center, Local 150, and/or Local 856 of:
  - a. the truth or validity of any claim asserted; or
  - b. any liability or wrongdoing; or
  - c. any violation of the rights of any person or organization; or
  - d. any duty, order, law, statute, regulation, or contract.
3. The terms of this Agreement shall not constitute a past practice or be deemed precedential in any manner whatsoever.

### **B. Center’s Agreement**

1. The Center will comply with the terms of the attached Settlement and Release Agreement (“Employee Release”), attached as Exhibit A to this Agreement, for each employee who executes it. Specifically, the Center agrees to pay upon execution of the attached Employee Release, all owed FLSA overtime wages as calculated per the Request and corresponding Liquidated Damages for a period of three (3) years. The Parties recognize that such compliance represents the resolution of all issues raised in the Request, and upon payment pursuant this Agreement, each executing employee has received all overtime compensation, and/or related compensation to which he or she is entitled pursuant to California and/or federal law, statute, regulation, or any other authority.

### **C. Agreement of Local 150 and Local 856**

1. In consideration of the Center’s performance of its obligations under this Agreement, Local 150 and 856 each separately and hereby waive, release, and promise never to assert any Actions, known or unknown, against the Center arising from, related to, or pertaining in any way to the provision of overtime compensation to any employee executing the Employee Release up to the end date of the Audit conducted [specify]. Therefore, Local 150 and Local 856,

separately and expressly waive their rights under Section 1542 of the Civil Code of California which states:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

**Local 150 Representative Initials** \_\_\_\_\_

**Local 856 Representative Initials** \_\_\_\_\_

Local 150 and Local 856 each separately understand and acknowledge that the significance and consequence of this waiver is that even if it discovers additional facts, or suffers additional damages, that it believes may support an Action against the Center, it will be unable to pursue an Action based on such facts, or to recover such damages. Local 150 and Local 856 each separately acknowledge that it intends these consequences even as to Actions for damages that may exist as of the date of this release but which it does not know exist, and which, if known, would materially affect its decision to execute this release, regardless of whether Local 150 and/or Local 856's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The Parties acknowledge and agree that this waiver is an essential and material part of this Agreement and that, without such waiver, this Agreement would not have been made.

2. Local 150 and Local 856 each separately represent that it has not filed any Action against the Center with any administrative, state, federal or local agency, board arbitrator, or court, and will not do so at any time hereafter with regard to the provision of overtime compensation to employees executing the Employee Release and specifically with regard to the released claims. Local 150 and Local 856 each separately and further represent that it will direct any agency, board, arbitrator, or court which may take jurisdiction over any such Action to withdraw the complaint or dismiss it with prejudice. Local 150 and Local 856 each separately represent that it will not cooperate or participate in the investigation or prosecution of any such Action, unless required to do so by law.

#### **D. General Provisions**

1. None of the Parties to this Agreement shall challenge the validity of this Agreement or any term of this Agreement.
2. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between them, and that this Agreement reflects their mutual agreement regarding the Agreement's subject

matter. Because of the nature of such negotiations and discussions, neither party shall be deemed to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

3. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
4. All Parties agree that there are no claims or promises that are not set forth in this Agreement.
5. This Agreement may be executed simultaneously or in several counterparts. Each such executed counterpart shall be deemed an original.
6. The Effective Date of this Agreement is the date upon which it is ratified by the Center's Governing Board. Should the Governing Board fail to ratify this Agreement, it shall be null and void.

**FOR THE SACRAMENTO REGIONAL  
FIRE/EMS COMMUNICATIONS CENTER**

**FOR TEAMSTERS LOCAL 856**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR TEAMSTERS LOCAL 150**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SETTLEMENT AGREEMENT**  
**between the**  
**SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER**  
**and**  
**[EMPLOYEE NAME]**

This Agreement is by and between the Sacramento Regional Fire/EMS Communications Center (“Center”) and [EMPLOYEE NAME] (“[EMPLOYEE LAST NAME]”), collectively referred to as “the Parties.”

**I.**  
**RECITALS**

1. [NAME] is a Center employee, employed in the position of [EMPLOYEE TITLE]. [NAME] has held Center employment since [DATE].
2. A dispute has arisen between the Center and [NAME] regarding [NAME]’s entitlement to overtime wages, which the Parties desire to resolve without further time, litigation, or expense.
3. The term “Center” shall include not only the official entity, but also its Governing Board, officers, employees, agents, successors, and/or assigns.
4. The term “[NAME]” shall also include his/her successors, heirs, representatives, executors and/or administrators.
5. The term “Action” shall mean claims, complaints, causes of action, lawsuits, charges, grievances, expenses, demands, damages, back pay, attorney’s fees, reinstatement or other injunctive relief, compensation, benefits and actions pursuant to state and/or federal statutes, excluding only worker’s compensation claims.

**II.**  
**TERMS AND CONDITIONS**

**A. General Provisions**

1. The preceding Recitals are incorporated as though fully set forth below.
2. This Agreement, and compliance with this Agreement, shall not be considered an admission by the Center or [NAME] of:
  - a. the truth or validity of any claim asserted; or

- b. any liability or wrongdoing; or
  - c. any violation of the rights of any person or organization; or
  - d. any duty, order, law, statute, regulation, or contract.
3. The terms of this Agreement shall not constitute a past practice or be deemed precedential in any manner whatsoever.

**B. Center's Agreement**

1. Not later than 30 days after the Effective Date of this Agreement, the Center shall pay to [NAME] the sum of [WRITTEN DOLLAR AMOUNT] (\$NUMERICAL DOLLAR AMOUNT), less applicable withholdings. The Parties agree that, upon [NAME]'s receipt of these funds, [NAME] has received all overtime compensation, and/or related compensation to which he/she is entitled under California and/or federal law, statute, regulation, or any other authority up to the end date of the Audit conducted [specify].

**C. [NAME]'s Agreement**

1. In consideration of the Center's performance under this Agreement, [NAME] hereby waives, releases, and promises never to assert any Actions, known or unknown, against the Center arising from, related to, or pertaining in any way to his/her receipt overtime compensation, up to the date of the audit. Therefore, [NAME] expressly waives his/her rights under Section 1542 of the Civil Code of California which states:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

[NAME]'s initials \_\_\_\_\_

[NAME] understands and acknowledges that the significance and consequence of this waiver is that even if he/she discovers additional facts, or suffers additional damages, that he/she believes may support an Action against the Center, he/she will be unable to pursue an Action based on such facts, or to recover such damages. [NAME] acknowledges that he/she intends these consequences even as to Actions for damages that may exist as of the date of this release but which he/she does not know exist, and which, if known, would materially affect his/her decision to execute this release, regardless of whether [NAME]'s lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The Parties acknowledge and agree that this waiver is an essential and material part of this Agreement and that, without such waiver, this Agreement would not have been made.

2. [NAME] represents that he/she has not filed any Action against the Center with any administrative, state, federal or local agency, board arbitrator, or court, and will not do so at any time hereafter with regard to the released claims . [NAME] further represents that he/she will direct any agency, board, arbitrator, or court which may take jurisdiction over any such Action to withdraw the complaint or dismiss it with prejudice. [NAME] represents that he/she will not cooperate or participate in the investigation or prosecution of any such Action, unless required to do so by law.
3. [NAME] acknowledges that he/she: (1) has read each and every paragraph of this Agreement; (2) understands his/her respective rights and obligations; and (3) freely, voluntarily, and without coercion enters into this Agreement.
4. [NAME] acknowledges that he/she has been afforded the opportunity to consult an attorney or representative of his/her choice before signing this Agreement.

#### **D. General Provisions**

1. None of the Parties to this Agreement shall challenge the validity of this Agreement or any term of this Agreement.
2. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between them, and that this Agreement reflects their mutual agreement regarding the Agreement's subject matter. Because of the nature of such negotiations and discussions, neither party shall be deemed to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.
3. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
4. All Parties agree that there are no claims or promises that are not set forth in this Agreement.
5. This Agreement may be executed simultaneously or in several counterparts. Each such executed counterpart shall be deemed an original.



6. The Effective Date of this Agreement is the date upon which it is ratified by the Center's Governing Board. Should the Governing Board fail to ratify this Agreement, it shall be null and void.

Dated: July \_\_\_\_, 2020

Dated: July \_\_\_\_, 2020

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[NAME]

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[ADMINISTRATOR NAME]

[TITLE]

Sacramento Regional Fire/EMS  
Communications Center

**RESOLUTION TO AMEND AND RESTATE  
THE MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS  
HEALTH REIMBURSEMENT ARRANGEMENT**

Sac Reg Fire/EMS Communications Center

WHEREAS, \_\_\_\_\_  
(the "Employer") has established and adopted the MidAmerica Administrative & Retirement Solutions Health Reimbursement Arrangement (the "Plan") for the benefit of its eligible employees and their dependents;

WHEREAS, the section of the Plan entitled "Plan Amendments" reserves the right of the Employer to amend the Plan, at any time and in whole or in part, so long as participants are notified and any amendment does not adversely affect the rights of existing participants, and to make changes imposed by the Internal Revenue Service, without notice to participants;

WHEREAS, the Employer wishes to amend and restate the Plan; and

WHEREAS, a copy of the amended and restated Plan document has been attached;

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended and restated by adopting all of the terms of the amended and restated Plan document attached, effective on July 1, 2020 \_\_\_\_\_.

\*\*\*\*\*

This Resolution has been executed this \_\_\_\_ day of \_\_\_\_\_, 20 20.

DocuSigned by:  
*Tyler Wagaman*  
9DA2F2A3A676430...

Signature

Tyler Wagaman, Executive Director

Name and Title

Sac Reg Fire/EMS Communications Center

Employer

# Health Reimbursement Arrangement for Retirees

## ADOPTION AGREEMENT

for

Sacramento Regional Fire/EMS Communications Center

**Employer Address:** 10230 systems Parkway  
Sacramento, CA 95827

**Employer Telephone Number:** 916-228-3070

**Employer Identification Number:** 46-3513966



The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Retirees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

**Effective Date.** The Plan's Original Effective Date is August 1, 2016. The Plan's Restated Effective Date is July 1, 2020. The Plan is available to Retirees of the Employer effective August 1, 2016

**Plan Year.** The Plan Year ends on June 30.

**Eligible Classes.** The class or classes of Retirees covered by this Plan are: *(See attached Class Specifications.)*

Class RetA: Eligible Employees in CalPERS Class RetB: Separated employees - Integrated Roll

Class RetC: \_\_\_\_\_ Class RetD: \_\_\_\_\_

Class RetE: \_\_\_\_\_ Class RetF: \_\_\_\_\_

**Designation of Plan Administrator.** The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

**Designation of Individuals to Have Access to Protected Health Information ("PHI").** The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:  
Business Office Personnel Department Personnel

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this 27 day of August, 2020.

Name of Employer: Sacramento Regional Fire/EMS Communications Center

**Signature:**

*Tyler Wagaman*  
9BA2E2A3A676430...

Print Name:

Tyler wagaman

Title:

Executive Director

Employer CONTACT (print):

S. Diane House

Title:

Deputy Director

E-Mail:

dhouse@srfecc.ca.gov

Telephone:

(916) 517-2396 Ext. \_\_\_\_\_

Fax: \_\_\_\_\_

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

**Employer Representations**

- The Employer intends to reduce its Retirees' medical expenses by providing reimbursement of such expenses, in a limited capacity. The Employer anticipates that participation in the HRA will encourage prospective Retirees to retire earlier, as they will be better able to afford quality health care prior to the age at which they are Medicare eligible.
- The Employer may allow Retirees to participate in both the HRA and the Special Pay Plan (403(b)).
- Retirees are not permitted to make any election or choice between cash, the HRA, and/or the Special Pay Plan, or any other tax deferred program.
- The Employer will base HRA allocations on its estimates of the costs required to provide a certain amount of medical reimbursements to its Retiree population as that population approaches Medicare age.
- The Employer has discretion in determining classes of Employees eligible to participate in the Retiree HRA. Once determined, Retirees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Retirees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Retirees only.
- The Employer may gather information from the Retiree to determine the appropriate allocation to the HRA, but individual Participants are not allowed to elect or to determine their allocation.
- The Employer will monitor all rehires to ensure that less than two employees are in the Retiree HRA Plan.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.

**Effective Date** 7/1/2020**Employer Initials**DS  
TU

**Eligible Class RetA:** Eligible Employees in CalPERS

**Defined as:** \_\_\_\_\_

**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

- Retiree
- Active with no access to benefit until retirement or separation of service

**Contribution Types** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount
- Percentage of Compensation or Retirement Pay

**Contribution Frequency**

- One Time
- Semi-Annually
- Annually
- Monthly
- Quarterly
- Other \_\_\_\_\_

**Vesting Schedule** Participants shall own their account balance in accordance with the following vesting schedule:

- 100% Immediate
- 100% upon Retirement, meeting the Employer's eligible requirements for retirement
- 100% upon Separation of Service
- Other \_\_\_\_\_
- 100% upon death (can be selected in addition to "other" above)

**Forfeitures** Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions
- Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

**Run-off Times** Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

**Reimbursements** Reimbursements shall be for:

- All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
- Limited Purpose \_\_\_\_\_
- Post Deductible
- Premium Only Medical Expenses

**HRA/FSA Ordering**

- The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
- The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
- The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

**Administration Fees:** Administrative Fees are paid by the Employer for former employees.

\$7 per participant per month (\$75 minimum)

**Distribution Fees:** A reimbursement processing fee of \$5.00 for each claim processed manually or \$2.50 for each claim submitted online, up to an annual maximum of six claims shall be paid by the: **Not Applicable**

**Reimbursement Eligibility** A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- Immediate
- Upon becoming 100% vested
- Upon Retirement or Separation of Service

**Investment Selection**      **Investment Provider:** Non-Interest Holding Account

- Type of Investment:**  Fixed annuity only       Variable annuities – Default \_\_\_\_\_ Forfeiture Default \_\_\_\_\_
- Employer directed
  - Participant directed; restrictions are:
    - None
    - 100% vested
    - At Retirement
    - Account balance in excess of \$ \_\_\_\_\_
    - Other \_\_\_\_\_
    - Funds limited (see attachment)

**Effective Date** 7/1/2020

**Employer Initials** DS TW

**Eligible Class RetB:** Separated employees - Integrated Rollover

**Defined as:** \_\_\_\_\_

**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

- Retiree
- Active with no access to benefit until retirement or separation of service

**Contribution Types** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- Dollar Amount
- Percentage of Compensation or Retirement Pay

**Contribution Frequency**

- One Time
- Semi-Annually
- Annually
- Monthly
- Quarterly
- Other Rollover of Integrated HRA funds

**Vesting Schedule** Participants shall own their account balance in accordance with the following vesting schedule:

- 100% Immediate
- 100% upon Retirement, meeting the Employer's eligible requirements for retirement
- 100% upon Separation of Service
- Other \_\_\_\_\_
- 100% upon death (can be selected in addition to "other" above)

**Forfeitures** Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- Reduce future Employer contributions
- Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

**Run-off Times** Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

**Reimbursements** Reimbursements shall be for:

- All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
- Limited Purpose \_\_\_\_\_
- Post Deductible
- Premium Only Medical Expenses

**HRA/FSA Ordering**

- The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
- The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
- The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

**Administration Fees:** Administrative Fees are paid by the Participant.

\$7 per participant per month

**Distribution Fees:** A reimbursement processing fee of \$5.00 for each claim processed manually or \$2.50 for each claim submitted online, up to an annual maximum of six claims shall be Not Applicable.

**Reimbursement Eligibility** A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- Immediate
- Upon becoming 100% vested
- Upon Retirement or Separation of Service

**Investment Selection**      **Investment Provider:** American United Life Insurance Company

- Type of Investment:**  Fixed annuity only       Variable annuities – Default \_\_\_\_\_ Forfeiture Default \_\_\_\_\_
- Employer directed
  - Participant directed; restrictions are:
    - None
    - 100% vested
    - At Retirement
    - Account balance in excess of \$ \_\_\_\_\_
    - Other \_\_\_\_\_
    - Funds limited (see attachment)

**Effective Date** 7/1/2020      **Employer Initials** DS TW