



# REPORT TO COUNCIL

## City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
www.CityofSacramento.org

CONSENT  
November 28, 2006

Honorable Mayor and  
Members of the City Council

**Title:** Agreement with the State of California Military Department

**Location/Council District:** Citywide

**Recommendation:** Adopt a **Resolution: (1)** authorizing the City Manager or his designee to execute an Inter-Jurisdictional Employee Exchange Agreement with the State of California Military Department to utilize the services of Fire Captain Erik Saari as an Exercise Planner (Fire Protection) with the California Homeland Security Training and Exercise Program with an effective date of July 1, 2006 through June 30, 2007; and (2) determining that Captain Erik Saari's service as an Exercise Planner (Fire Protection) is not incompatible or in conflict with his duties as an employee of the City of Sacramento.

**Contact:** Forrest Adams, Deputy Chief, 808-1603

**Presenters:** N/A

**Department:** Fire

**Division:** Operations

**Organization No:** 2532

### **Description/Analysis**

**Issue:** The California Military Department has requested to utilize the services of a Sacramento Fire Department employee, in the capacity of an Exercise Planner (Fire Protection), to help develop and coordinate the implementation of comprehensive and integrated Weapons of Mass Destruction (WMD) Exercise and Training program throughout California.

**Policy Considerations:** Loaning a first responder to provide expertise and facilitate emergency services exercises will further prepare the State of California and the City of Sacramento for potential disasters.

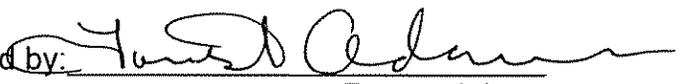


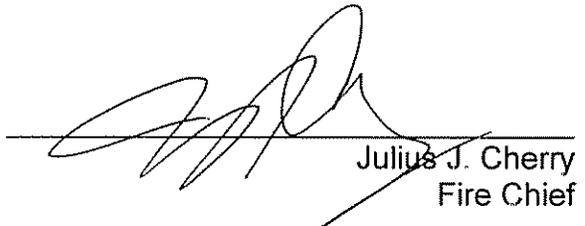
**Environmental Considerations:** This recommendation does not constitute a "project" and therefore is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(1) and 15378(b)(3) of the CEQA guidelines.

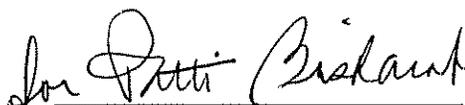
**Rationale for Recommendation:** Participating in this type of a cooperative effort with multiple agencies allows for first responders and critical incident managers (law enforcement, fire, medical, government agencies, and non-governmental organizations), to prepare more efficiently for disasters. The Fire Department will accomplish its goal of fostering productive community relationships with the community entities and the public by providing the services and expertise of its employee, Captain Erik Saari, to the State of California Military Department. Captain Saari will act as a subject matter expert providing knowledge on fire issues to other exercise coordinators and to exercise clients (first responders, critical incident managers, city/county/state officials). Emergency exercises will consist of seminars, workshops, drills, games, tabletop exercises, functional exercises, and full-scale exercises based on the U. S. Department of Homeland Security guidance for terrorist attacks.

**Financial Considerations:** The State of California Military Department will reimburse the City of Sacramento for Captain Saari's salary, benefits and any expenses incurred under the terms of this agreement upon receipt of the invoices. The maximum amount received by the City under this agreement shall not exceed \$180,000.

**Emerging Small Business Development (ESBD):** There is no requirement for the procurement of goods or services associated with this agreement.

Respectfully Submitted by:   
Forrest Adams  
Fire Deputy Chief

Approved by:   
Julius J. Cherry  
Fire Chief

Recommendation Approved:  
  
Ray Kerridge  
City Manager

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Attachment 1

## BACKGROUND

The State of California Military Department has established a Homeland Security Training and Exercise program that is comprised of uniformed and non-uniformed first responders. The Military Department's mission is to act as the executive agents of the Governor's Office of Homeland Security for the development and coordination of a comprehensive and integrated WMD Training and Exercise Program throughout the State of California.

The State of California Military Department will utilize the services of Captain Erik Saari, an employee of the Sacramento Fire Department, in the capacity of an Exercise Planner (Fire Protection), for the State of California Homeland Security Training and Exercise Program until June 30, 2007.

Staff requests that this one year agreement be back-dated to July 1, 2006. Staff began working with the State to draft an agreement in March 2006. Captain Saari began working with the Military Department in anticipation of having an agreement in place by July 1, 2006. The agreement was not signed by July 1, 2006, but staff continued to work with the Military Department on finalizing the agreement. At the end of August 2006, however, staff was notified that the City must provide a council approved Resolution to the State prior to the State signing the agreement.

In accordance with Government Code section 1126, the Fire Department has determined that Captain Saari's work with the State is not incompatible or in conflict with his duties as an employee of the City of Sacramento Fire Department. Therefore, it is requested the City Council make a like determination. Captain Saari will be providing his expertise and experience as a City employee to assist other entities in matters of public safety. At the end of the agreement with the State, Captain Saari will resume his duties as a Fire Department employee.

RESOLUTION NO.

Adopted by the Sacramento City Council

**AGREEMENT WITH THE STATE OF CALIFORNIA MILITARY DEPARTMENT**

**BACKGROUND**

A. The State of California Military Department has established within the Civil Support Division a Directorate of Homeland Security Training, Exercise and Evaluation. Its mission is to develop and coordinate the implementation of comprehensive and integrated State Weapons of Mass Destruction (WMD) Exercise and Training program throughout California.

B. The State of California Military Department wishes to utilize the services of Captain Erik Saari, an employee of the Sacramento Fire Department, in the capacity of an Exercise Planner (Fire Protection) for the State of California Homeland Security Training and Exercise Program.

C. The Sacramento Fire Department desires to accomplish its goal of fostering productive community relationships by providing the services of its employee, Captain Erik Saari, to the State of California Military Department, subject to the terms and conditions set forth in the agreement.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

Section 1. The City Manager or his designee is authorized to execute an Inter-Jurisdictional Employee Exchange Agreement with the State of California Military Department for the services of Captain Erik Saari as an Exercise Planner (Fire Protection) with the California Homeland Security Training and Exercise Program with an effective date of July 1, 2006 through June 30, 2007.

Section 2. The City Council finds and determines that Captain Erik Saari's service as an Exercise Planner (Fire Protection) with the California Homeland Security Training and Exercise Program, under the Inter-Jurisdictional Employee Exchange Agreement with the State of California Military Department, is not, and shall not be viewed as, inconsistent with, incompatible with, or in conflict with his duties as an employee of the City of Sacramento.

Attachment 3

STATE OF CALIFORNIA

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**State of California Military Department**

CONTRACTOR'S NAME

**Sacramento City Fire Department**

2. The term of this Agreement **July 1, 2006** through **June 30, 2007**

3. The maximum **\$180,000.00** of this Agreement

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement

- |  |                   |
|--|-------------------|
| Exhibit A – Budget Detail and Payment Provisions   | 03 pages          |
| Exhibit B – Scope of Work  | 01 page           |
| Exhibit C* – General Terms and Conditions  | <b>GIA 101</b>    |
| Check mark one item below as Exhibit D:  |                   |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of | 02 pages          |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions                                       |                   |
| Exhibit E – Additional Provisions  | <b>NA page(s)</b> |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**Sacramento City Fire Department**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Ray Kerridge, City Manager**

ADDRESS

**5770 Freeport Blvd, Suite 200  
Sacramento, CA 95822**

**STATE OF CALIFORNIA**

AGENCY NAME

*California Department of General Services Use Only*

<b>State of California Military Department</b>		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Thomas E. Clarke, Chief Contracting Section</b>		Exempt per:
ADDRESS <b>P.O. Box 269101, Sacramento, CA 95826-9101</b>		

**EXHIBIT A**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Invoicing and Payment

a. Compensation:

- 1) State agrees to compensate Contractor for the services of the Fire Protection Exercise Planner based on 100% of his time-base performing duties for the California Military Department. Based upon this, compensation for regular time will be as detailed on Exhibit A-1. Any time worked beyond eight (8) hours a day or 40 hours a week will be compensated at one and one half (1 ½) time hourly rate plus Worker's Compensation and Unemployment Benefits as follows:

Bi-Weekly Salary	\$3,671.73
Bi-Weekly Benefits/Mandates	\$2,073.66
Bi-Weekly Vehicle Costs	\$ 324.47
Bi-Weekly Admin Fee (3%)	<u>\$ 182.10</u>
Total Bi-Weekly Compensation	\$6,251.96

Estimated overtime costs (annual) \$17,000.00

Said compensation shall be paid in accordance with the procedures set forth in Paragraph b below.

- 2) All approved travel and per diem expenses for the Fire Protection Exercise Planner will be paid by the California Military Department in accordance with the State of California travel and per diem rates and regulations.

b. Payment of Compensation:

- 1) For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures incurred in accordance with the rates specified herein.
  - 2) Contractor is responsible of verification and certification of time and attendance of reimbursed employee.
- c. The total cost of this agreement shall not exceed \$180,000.00 unless amended in writing and signed by both parties.
- d. All invoices/billings shall be submitted by the Contractor on or before the end of the performance period.
- e. Invoices shall include the Agreement Number and shall be submitted in triplicate to:

Military Department  
Attn: Accounts Payable (CAST-SC-AP)  
P.O. Box 269101

Sacramento, CA 95826-9101

2. Budget Contingency Clause

- a. It is mutually agreed that if the California Military Department determines, in its discretion, that the Department's budget authority in the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the California Military Department to operate the component of the State of California Homeland Security Training and Exercise Program covered by this Agreement, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If the Director of the California Military Department determines, in his discretion, that funding for any fiscal year is reduced or deleted for purposes of the California Military Department, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

- a. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- b. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

**EXHIBIT B**

**SCOPE OF WORK**

This Inter-Jurisdictional Employee Exchange Agreement is made and entered into by and between the California Military Department, an agency of the State of California (hereinafter "State"), and the Sacramento City Fire Department, a fire protection agency, organized and existing under the laws of the State of California (hereinafter "Contractor").

In consideration of the mutual promises set forth below, the State and the Contractor agree as follows:

1. **EMPLOYMENT OF CONTRACTOR:** Subject to the terms and conditions set forth in this Agreement, and in accordance with Government Code Section 19050.8, the State wishes to utilize the services of the Fire Protection Exercise Planner, an employee of the Contractor, in the capacity of Exercise Planner (Fire Protection), in the California Homeland Security Training and Exercise Program. The Contractor, in turn, desires to provide the services of the Fire Protection Exercise Planner to the State, subject to the terms and conditions set forth in this Agreement, and in accordance with Government Code Section 19050.8.
  
2. **SCOPE OF SERVICES:** Under the direction of the Deputy Director, Homeland Security Training and Exercise Division, the Exercise Planner (Fire Protection) will plan, organize, direct, monitor, and evaluate emergency services exercises for first responders, critical incident managers (law enforcement, fire, medical, government agencies, and non-governmental organizations (NGOs)), and with city/county/state officials throughout the state. Emergency exercises will consist of seminars, workshops, drills, games, tabletop exercises, functional exercises, and full-scale exercises based on the U. S. Department of Homeland Security guidance for terrorist attacks (WMD's). The Exercise Planner (Fire Protection) will provide subject matter expertise (SME) on fire protection issues to other Exercise Planners as well as exercise clients and will conduct coordination with local, state, and federal fire protection agencies in support of emergency exercises. The State may invite the Fire Protection Exercise Planner to travel within the State of California, as well as other regions of the United States and overseas. (See the attached Exercise Planner – Fire Protection Job Specifications).
  
2. **FINDINGS:** In accordance with Government Code Section 19050.8 and relevant provisions of the California Code of Regulations, the State has determined that the services of the Fire Protection Exercise Planner are beneficial to the State and will enable the State to obtain needed expertise in the field fire protection. Additionally, the State and the Contractor have determined that this Agreement describes the period, duties, and the conditions of the services of The Fire Protection Exercise Planner, and subject to the General Terms and Conditions set forth below, that this Agreement provides for, or preserves, all rights and benefits to which the Fire Protection Exercise Planner, as an employee of the Contractor, is otherwise entitled.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

1. **TERMINATION:** In addition to Paragraph 7, Termination for Cause, of the General Terms and Conditions (GTC 103), the State and the Contractor hereby agree as follows:
  - a. Contractor understands and agrees that the Fire Protection Exercise Planner, an employee of the Contractor, serves at the pleasure of the State, and that the State can terminate this Agreement for any reason whatsoever upon written notice to Contractor. In the event the State shall give notice of termination, the Contractor shall immediately cease rendering services pursuant to this Agreement, but shall be entitled to payment for the reasonable value of services prior to termination.
  - b. Contractor shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the State. In the event that the Contractor shall give such notice of termination, the Contractor shall immediately cease rendering services pursuant to this Agreement, but shall be entitled to payment for the reasonable value of services prior to termination.
  
2. **ENTIRE AGREEMENT:** This Agreement contains the entire arrangement and understanding between the State and the Contractor and supersedes whatever oral or written understandings they may have had prior to the execution of this Agreement. No course of prior dealing between the State and the Contractor, no usage of trade, and no parole or extrinsic evidence of any nature shall be used or be relevant to supplement, explain, or modify any term used in this Agreement.
  
3. **ENFORCEMENT OF AGREEMENT:** Any litigation arising out of or connected with this Agreement shall be instituted and maintained in the Superior Court of California, County of Sacramento; and further, any such litigation, arbitration, or other legal proceeding which may arise between the State and the Contractor, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorney fees in addition to any other relief to which such party may be entitled.
  
4. **NOTICES:** All notices required or permitted hereunder shall be given to the State and the Contractor in writing at their respective addresses as set forth below.

STATE: California Military Department  
Chief Contracting Section  
P.O. Box 269101  
Box 12  
Sacramento, CA 95827-3561

CONTRACTOR: Sacramento City Fire Department  
5770 Freeport Blvd, Suite 200  
Sacramento, CA 95822

## EXHIBIT "D" (cont)

### DUTY STATEMENT

**Program:** State Homeland Security Training and Exercise Program.

**Position:** Exercise Planner (Fire Protection)

This position serves as a fire protection subject matter expert from the Sacramento City Fire Department. This position is located in Sacramento.

#### **Duties and Responsibilities:**

- Under the direction of the Deputy Director, California Homeland Security Training and Exercise Program, the Exercise Planner (Fire) plans, organizes, directs, monitors, and evaluates emergency services exercises for first responders, critical incident managers (law enforcement, fire, medical, government agencies, and non-governmental organizations (NGOs)), and with city/county/state officials throughout the state. Emergency exercises will consist of seminars, workshops, drills, games, tabletop exercises, functional exercises, and full-scale exercises based on US Department of Homeland Security guidance for terrorist attacks using weapons of mass destruction (biological, chemical, nuclear, and explosive incidents).
- Provides subject matter expertise (SME) on Fire issues to other Exercise Coordinators and to exercise clients.
- Ensure that critical issues involving fire protection are included in all exercises as appropriate.
- Conducts coordination with local, state, and federal fire protection agencies in support of emergency exercises.
- Travels out-of-state when required.
- Will attend and evaluate professional courses and seminars, funded by the program.

I, the assigned Fire Protection Exercise Planner, have read this duty statement and agree to its terms. I also have read the Agreement between the Sacramento City Fire Department and the California Military Department and concur with all those portions pertaining to the duties and conditions of my employment.

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

