



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

## BOARD OF DIRECTORS - REGULAR MEETING AGENDA

Thursday, October 10, 2024 – 6:00 PM

Sacramento Metropolitan Fire District

10545 Armstrong Avenue

Board Room – Second Floor

Mather, California


&

Remotely Via Zoom

Webinar ID: 827 3461 0232 #

Passcode: metro2101

Phone: 1 (669) 444-9171 or 1 (669) 900 6833

 Passcode: 838771796 #

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

Grant Goold  
Board President  
Division 2

Ted Wood  
Board Vice President  
Division 4

Jennifer Sheetz  
Board Secretary  
Division 5

Cynthia Saylor  
Board Member  
Division 1

Robert Webber  
Board Member  
Division 3

D'Elman Clark  
Board Member  
Division 6

Brian Rice  
Board Member  
Division 7

Gay Jones  
Board Member  
Division 8

John Costa  
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.*

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

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

Marni Rittburg

Board Clerk

(916) 859-4305

[rittburg.marni@metrofire.ca.gov](mailto:rittburg.marni@metrofire.ca.gov)

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

Serving Sacramento and Placer Counties



# Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, OCTOBER 10, 2024

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

## METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District is recorded. The recording will be cablecast on Metro Cable Channel 14, the local government affairs channel on the Comcast and DirecTV U-Verse cable systems. The recording will also be closed captioned and video streamed at [metro14live.saccounty.gov](http://metro14live.saccounty.gov). Today's meeting replays at 2:00 p.m. on Saturday, October 12, 2024 and again at 6:00 p.m. on Monday, October 14, 2024, on Metro Cable Channel 14. Once posted, the recording of this meeting can be viewed on-demand at [youtube.com/metrocable14](http://youtube.com/metrocable14).

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

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

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

## CONSENT ITEMS:

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

## CONSENT ITEMS

Page No.

1. **Action Summary Minutes** 5  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meeting of September 12, 2024.
2. **Contract Approval – Scott's PPE Recon for Care & Maintenance of Personal Protective Equipment** 13  
**Recommendation:** Authorize the Fire Chief or his designee to execute a piggyback agreement with Scotts PPE Recon Inc. for the provisions of turnout gear inspection, cleaning, repair, and alteration services. This contract would be in effect until all



# Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, OCTOBER 10, 2024

extensions have been exhausted by the City of San Jose or unless terminated sooner.

## PRESENTATION ITEMS:

1. **Ad Hoc Committee Update** \*\*  
(Director Webber)  
**Recommendation:** Receive update.
2. **25 Years of Service to Director Goold** \*\*  
(Chief House)  
**Recommendation:** Receive presentation, no action required.

## REPORTS:

1. **PRESIDENT'S REPORT** — (President Goold)
2. **FIRE CHIEF'S REPORT** — (Chief House)
  - OPERATIONS REPORT** – (Deputy Chief Mitchell)
  - ADMINISTRATIVE REPORT** – (Out-of-Class Deputy Chief Johnson)
  - SUPPORT SERVICES REPORT** – (Deputy Chief Bailey)
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** – Captain Sean Scollard, Local 522 Vice President)
4. **COMMITTEE AND DELEGATE REPORTS**  
All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.
  - A. **Executive Committee** – (President Goold)  
Next Meeting: TBD
  - B. **Communications Center JPA** – (Deputy Chief Bailey)  
Next Meeting: November 12, 2024 at 9:00 AM
  - C. **Finance and Audit Committee** – (Director Jones)  
Next Meeting: October 24, 2024 at 5:30 PM
  - D. **Policy Committee** – (Director Costa)  
Next Meeting: November 14, 2024 at 5:30 PM



# Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, OCTOBER 10, 2024

## BOARD MEMBER QUESTIONS AND COMMENTS

### CLOSED SESSION:

The Board will convene in closed session to meet on the following matters:

1. **PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (a) – ONE (1) MATTER OF WORKERS COMPENSATION SETTLEMENT AUTHORITY:**
  1. Brian Watley and the Sacramento Metropolitan Fire District  
Claim # 4A2208B0Z9F00001 – Workers Compensation Settlement  
Authority  
Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP

## CLOSED SESSION REPORT OUT

## ADJOURNMENT

### NEXT BOARD MEETING(S):

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

- Regular Board Meeting – October 24, 2024 at 6:00 PM

Posted on October 7, 2024, by 4:30 p.m.

Marni Rittburg, CMC, CPMC  
Clerk of the Board

\*\* No written report

\* **PDF** 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.



ADAM A. HOUSE  
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, September 12, 2024

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

### CALL TO ORDER

The meeting was called to order at 6:01 pm by Vice President Wood. Board members present: Clark, Costa, Goold, Jones, Rice, Saylor, Sheetz, Wood and Webber. Board members absent: None. Staff present: Chief House and Board Clerk Rittburg.

### PUBLIC COMMENTS

One (1) public comment was received.

### CONSENT ITEMS

Moved by Director Clark seconded by Jones and carried unanimously by members present to adopt the consent calendar as follows:

- 1. Action Summary Minutes**  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meeting of August 8, 2024.  
**Action:** Adopted the Action Summary Minutes.
- 2. Purchase Approval – FLIR K65 Thermal Imagers**  
**Recommendation:** Approve the purchase of FLIR K65 thermal imaging cameras and accessories from W.S. Darley & Co. using Sourcewell contract #020124-WSD.  
**Action:** Approved purchase.
- 3. Adopt Resolution – Reimbursement for Tax Exempt Debt**  
**Recommendation:** Adopt Resolution to reimburse the District for funds that have been or may be expended prior to issuing tax-exempt debt.  
**Action:** Adopted **Resolution 2024-106.**

4. **Purchase Approval – Four (4) North Star Ambulances**  
**Recommendation:** Approve the purchase of four North Star Ambulances from Braun Northwest, Inc. utilizing HGACBuy Contract Number AM10-23.  
**Action:** Approved purchase.
5. **Adopt Resolution – Cooperative Purchase Agreement for Fuels**  
**Recommendation:** Adopt Resolution authorizing the purchase of automotive fuels from Hunt & Sons LLC using the SACOG cooperative purchasing agreement and to allow the Fire Chief or his designee to execute the Participating Agency Sub Agreement documents required for utilizing the referenced SACOG agreement.  
**Action:** Adopted **Resolution 2024-107**.
6. **Adopt Resolution – Fiscal Year 2024/25 Gann Appropriations Limit**  
**Recommendation:** Adopt the Resolution approving the Gann Appropriations Limit in Fiscal Year 2024/25 in the amount of \$452,663,227.  
**Action:** Adopted **Resolution 2024-108**.
7. **Purchase Approval – Personal Protective Equipment**  
**Recommendation:** Approve the purchase of structural firefighting turnouts from MES using Sourcewell contract #010424-MES and authorize the continued utilization of this contract for future purchases until the contract expires or is terminated.  
**Action:** Approved purchase.
8. **Adopt Resolution – McClellan Business Park, LLC**  
**Recommendation:** Adopt Resolution delegating authority to the Fire Chief or his designee to execute and administer an agreement with McClellan Business Park, LLC for providing aircraft rescue and firefighting services at McClellan Airport.  
**Action:** Adopted **Resolution 2024-109**.
9. **Adopt Resolution – FY 2023 State Homeland Security Grant Program (SHSGP) Award**  
**Recommendation:** Adopt the Resolution accepting the FY 2023 SHSGP Grant and authorize the Fire Chief or his designee to execute all required documents for the administration of the grant award.  
**Action:** Adopted **Resolution 2024-110**.
10. **Adopt Resolution – Economic Development Initiative – Community Project Funding Award**  
**Recommendation:** Adopt the Resolution accepting the FY 2024 Economic Development Initiative – Community Project Funding Grant from the U.S. Department of Housing and Urban Development and authorize the Fire Chief or his designee to execute all required documents for administration of the grant award.  
**Action:** Adopted **Resolution 2024-111**.
11. **Adopt Resolution – Opioid Remediation Activities Agreement – County of Sacramento**  
**Recommendation:** Adopt the Resolution authorizing the Fire Chief or his designee to execute and administer and agreement with the County of Sacramento for opioid remediation activities.  
**Action:** Adopted **Resolution 2024-112**.

12. **Adopt Resolution – Amendment to the FY 2024/25 – 2028/29 Capital Improvement Program (CIP) Plan**  
**Recommendation:** Adopt the Resolution amending the Capital Improvement Program Plan for FY 2024/2025 – 2028/2029.  
**Action:** Adopted **Resolution 2024-113**.

### PRESENTATION ITEMS:

1. **Wellness, Health & Safety Division**  
*(Battalion Chief Anthony Peck)*  
**Recommendation:** Receive presentation.  
**Action:** Presentation received.
2. **City of San Diego Workers Compensation Presentation**  
*(Battalion Chief Picone & Work Comp Program Manager Joseph Sousa)*  
**Recommendation:** Receive presentation  
**Action:** Presentation received.

### ACTION ITEMS

1. **Adopt Resolutions – 2024/25 Final Budget**  
*(CFO Dave O’Toole)*
- A. Resolution – 2024/25 Final Budget for the General Operating Fund 212A
  - B. Resolution – 2024/25 Final Budget for the Capital Facilities Fund 212D
  - C. Resolution – 2024/25 Final Budget for the Grants Fund 212G
  - D. Resolution – 2024/25 Final Budget for the Development Impact Fees Fund 212I
  - E. Resolution – 2024/25 Final Budget for the Leased Properties Fund 212L
  - F. Resolution – 2024/25 Final Budget for the IGT Fund 212M
  - G. Resolution – 2024/25 Final Budget for the Special Projects Fund 212S
- Recommendation:** Receive presentation and adopt the Fiscal Year 2024/25 Budget Resolutions.
- Action:**
- A. Moved by Director Sheetz, seconded by Jones, and carried unanimously by members present to adopt **Resolution 2024-114** approving the 2024/25 Final Budget for the General Operating Fund 212A.
  - B. Moved by Director Sheetz, seconded by Jones, and carried unanimously by members present to adopt **Resolution 2024-115** approving the 2024/25 Final Budget for Capital Facilities Fund 212D
  - C. Moved by Director Sheetz, seconded by Costa, and carried unanimously by members present to adopt **Resolution 2024-116** approving the 2024/25 Final Budget for the Grants Fund 212G.
  - D. Moved by Director Sheetz, seconded by Jones, and carried unanimously by members present to adopt **Resolution 2024-117** approving the 2024/25 Final Budget for the Development Impact Fees Fund 212I.
  - E. Moved by Director Sheetz, seconded by Costa, and carried unanimously by members present to adopt **Resolution 2024-118** approving the 2024/25 Final Budget for the Leased Properties Fund 212L.
  - F. Moved by Director Sheetz, seconded by Jones, and carried unanimously by members present to adopt **Resolution 2024-119** approving the 2024/25 Final Budget for the IGT Fund 212M.
  - G. Moved by Director Sheetz, seconded by Costa, and carried unanimously by members present to adopt **Resolution 2024-120** approving the 2024/25 Final Budget for the Special Projects Fund 212S.

## 2. Industrial Disability Retirement – Engineer James Lee

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Engineer James Lee has suffered job related injuries and is eligible for an Industrial Disability Retirement.

## REPORTS

### 1. PRESIDENT’S REPORT - (*President Goold*)

No Report

### 2. FIRE CHIEF’S REPORT — (*Chief House*)

Good evening, President Goold, Directors, Colleagues, and Members of the Public.

Consent Item 10: Economic Development Initiative - Community Project Funding Award:

- Tonight, the Board approved the Community Project Funding Award. The funding will allow Metro Fire to move forward with the EVOC project at Zinfandel.
- Thank you to the many project supporters who attended the site tour and helped us secure the funding:
  - Congressman Ami Bera
  - Directors Jones and Clark
  - Representatives from Rancho Cordova Police Dept and Sacramento County Sheriff’s Office
  - Training, Planning & Development, Community Relations, Rescue 21 and many Chief Officers.

Reassignments and Assignments:

- Effective September 4, Battalion Chief Kim Fong will temporarily serve as the C-Shift commander in an out-of-class upgrade capacity.
- Congratulations to the following members who have been selected as Drill Instructors for the 24-2 MMP Academy, which commences on September 16:
  - FF’s Esther Blake, Matt LeFevre, Munro Meyers, and Byron Scoggan
- Congratulations to Captain Nicholas Covington for being selected to fill the Tactical Flight Officer (TFO) position, effective September 16.
- Captain Bryce Mitchell has been reassigned from the Tactical Flight Officer (TFO) position to Suppression, effective September 2, 2024. Thank you to Captain Mitchell for his dedication and commitment while working in Air Operations.

### OPERATIONS REPORT – (*Deputy Chief Mitchell*)

BC Barthel was introduced and spoke on his new role as Special Ops BC.

Shift Commander Spotlight: AC Greene came to the podium to honor FF Weitzel on becoming a Paramedic. Paramedic Weitzel spoke regarding his background and his time at Metro Fire. Chief House pinned his badge. Giant accolades to the crew at Station 61.



## **ADMINISTRATIVE REPORT – (Out-of-Class Deputy Chief Johnson)**

### **COMMUNITY RELATIONS DIVISION**

- Media coverage
  - On Friday, August 16, Metro Fire posted a virtual fire station tour of Station 103 for Firehouse Friday. Members of RC Willey noticed in that post that the recliners in the station were old and worn out. They contacted us and offered to donate new recliners for that station. Recliners were delivered, and follow-up media was done on Friday, September 6.
- September 11 remembrance events
  - 911 Stair climb – several crews participated along with off-duty Metro members and retirees
  - E27 attended a remembrance sponsored by the Sylvan Cemetery
  - E66 & T65 attended a Rancho Cordova City Hall opening reception called Remembering Our Fallen Tribute. The tribute is a traveling photographic war memorial that honors our fallen military from the global war on terror. Cordova Community Council hosted this event.
- The Station 59 open house will occur on Saturday, September 21, from 10-noon.
- Next week, in honor of National Opioid Awareness Day (September 21), an informative and impactful video about fentanyl and the importance of overdose prevention will be distributed to the school districts. This video is specifically designed to raise awareness among middle and high school students and encourage them to seek out local resources for community-based prevention. This video was created through a collaborative effort between Community Relations and EMS, utilizing funds from the County.
- On October 1, the cancer engine will rotate through all 5 battalions. More to come.

### **RECRUITMENT & OUTREACH**

- On Saturday, September 14, 2024, Tim White will be at an event hosted by Ami Bera at The Aerospace Museum.
- On Monday, September 16, 2024, Tim White will speak to fire tech students at Sierra College.
- This is Year 3 of our CTE partnership with SJUSD and our Fire Explorers through the Fire Tech Pathway at Del Campo. Some of those students are becoming eligible for positions, and I continue to hear from those who recently applied for EMT and Reserve FF positions.
- Tim recently met with the Superintendent of Twin Rivers about a fire tech/EMR pathway partnership. Progress has been slow, but it continues to move forward. We hope to operationalize a program at Rio Linda HS next school year.
- Folsom Cordova School District will visit Del Campo, and we are exploring a pathway program for Cordova High School.

## SUPPORT SERVICES REPORT – (Deputy Chief Bailey)

No Report

### 3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** (Captain Sean Scollard, *Local 522 Vice President*)

Captain Scollard thanked Directors Clark and Rice for attending the 9/11 Memorial Stair Climb. There was a great turnout of Metro Fire members.

Thank you to the City of San Diego and Institutes of Health for supporting our District and their willingness to work with us to make our District better.

Local 522 would like to acknowledge the personnel currently deployed on strike teams. It's been a very busy fire season.

Thank you to the volunteers working on the Measure O campaign.

### 4. **COMMITTEE AND DELEGATE REPORTS**

*All Committee Meetings will be held at the Sacramento Metropolitan Fire District Board Room, 10545 Armstrong Avenue, Mather, California unless otherwise specified.*

#### A. **Executive Committee – (President Goad)**

No Report

#### B. **Communications Center JPA – (Deputy Chief Bailey)**

The SRFECJ JPA Board of Directors and staff thank Assistant Chief Chris Greene for his work and commitment to the Communications Center.

- The SRFECJ JPA Board approved two action items on the agenda.
- Labor negotiations continue with Local 522 and the SRFECJ JPA.
- Our next meeting is scheduled for September 24, at 0900, at Metro HQ.

#### C. **Finance and Audit Committee – (Director Jones)**

No Report

#### D. **Policy Committee – (Director Saylor)**

No Report

## **BOARD MEMBER QUESTIONS AND COMMENTS**

Director Webber thanked Candace Sarlis and Melisa Maddux for their expertise and work on the Ad Hoc Committee.

Director Costa thanked Directors Saylor and Webber for all their work on the Ad Hoc Committee and the information you've been bringing to the Board.

Director Jones attended the Rancho Cordova Remembering Our Fallen event on September 11<sup>th</sup>. Many people came up to me and commented on how much they appreciated the fire truck and flag display that Metro Fire provided. Also, Director Costa and I attended the

Rancho Cordova Area Chamber's 2024 Elected Officials Reception on September 4<sup>th</sup> and made a lot of great contacts.

Director Rice thanked Chief Rudnicki from the EMS division for providing me with the APOT statistics. I was contacted by National Alliance on Mental Illness (NAMI) regarding a training opportunity to discuss making a difference in the homeless community and would like to broker a meeting with the approval of Chief House. Chief House agreed. Also, I attended the 9/11 Memorial Stair Climb yesterday, it was very emotional and it meant a lot to be there.

Director Wood thanked Jeff Frye and DC Mitchell for their quick responses to some questions I had while I was attending a community association meeting.

#### **CLOSED SESSION:**

The Board recessed to Closed Session at 7:43 p.m. on the following matters:

**1. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (A) – ONE (1) MATTER OF INDUSTRIAL DISABILITY RETIREMENT:**

1. James Lee and the Sacramento Metropolitan Fire District  
Claim # 4A2310B4L5K00001 – Industrial Disability Retirement  
Michael Johnson, Interim Deputy Chief Administration

**2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to litigation pursuant to California Government Code Section 54956.9 (b): One Case**

1. Claim Against Public Entity Pursuant to Government Code Section 910 Autumn Gilmore. v. Sacramento Metropolitan Fire District  
General Counsel John Lavra & Board Clerk Marni Rittburg

Moved by Director Webber, seconded by Director Jones, and carried unanimously by members present to reject claim.

#### **CLOSED SESSION REPORT OUT:**

The Board reconvened to open session at 8:02 p.m. General Counsel John Lavra reported the Board met in closed session on two matters: 1. Industrial Disability Retirement of James Lee, no reportable action was taken in closed session and will be voted on next in open session. 2. 910 Claim against public entity, the Board voted unanimously to reject the claim and forward to its liability carrier for further handling.

#### **ACTION ITEM CONTINUED TO AFTER CLOSED SESSION:**

##### **Industrial Disability Retirement – Engineer James Lee**

**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Engineer James Lee has suffered job related injuries and is eligible for an Industrial Disability Retirement.

**Action:** Moved by Director Webber, seconded by Costa, and carried unanimously by members present to adopt **Resolution 2024-121** finding James Lee has suffered job related injuries incapacitating him for the performance of duties.

To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2024-09-12-board-meeting>

[https://www.youtube.com/channel/UC9t-uKlc\\_oOUGNrmogdQ\\_QA](https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA)

## ADJOURNMENT

The meeting was adjourned at 8:04 p.m.

---

Grant Goold, President

---

Jennifer Sheetz, Secretary

---

Marni Rittburg, CMC, Board Clerk



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

---

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

**DATE:** October 10<sup>th</sup> 2024  
**TO:** Board of Directors  
**SUBJECT:** Contract Approval: Scott's PPE Recon for Care and Maintenance of Personal Protective Equipment

## TOPIC

Staff requests Board approval for the Sacramento Metropolitan Fire District (District) to enter into a piggyback agreement for Personal Protective Equipment (PPE) inspection, cleaning, repair, and alteration services with Scotts PPE Recon Inc.

## BACKGROUND

Under Cal/OSHA Title 8 regulations, "Structural and proximity firefighting protective ensembles shall be selected, inspected, and maintained by the National Fire Protection Association (NFPA) 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting". The District has over 15,000 pieces of structural and wildland PPE that require special care and maintenance per NFPA standards and Cal/OSHA regulations and as outlined in the District's PPE Manual.

## DISCUSSION

The District has an ongoing need to provide NFPA 1851 compliant care and maintenance of firefighter PPE. All garments are required to have two advanced cleanings and one advanced inspection performed each year. Currently the District is able to perform its own cleaning and preliminary gear inspections at the District's Care and Maintenance Center, saving the District approximately over half a million dollars.

To ensure required advanced inspection and repair services are performed when required, the District's Wellness, Health & Safety Division recommends entering into a new contract with Scott's PPE Recon Inc. (Scotts PPE). Scotts PPE has been the District's independent service provider for PPE inspection, cleaning, repair, and alteration services for over 10 years. Currently the advanced inspections and advanced repairs provided by Scotts PPE include, but are not limited to, moisture barrier testing, warranty repairs, outer shell repairs and modification, and trim testing and replacement. Scotts PPE has passed the "How Clean is Clean" NFPA 1851 cleaning verification test performed by Intertek. Additionally, Scotts PPE is able to handle the District's large volume of service requests, has a history of returning gear in a timely fashion, and provides excellent customer service.

The District's prior contract with Scotts PPE has expired. Per the District's Purchasing and Contracting Policy, purchases may be allowed without competitive bidding when a service is obtainable from suppliers which have a current contract with another governmental agency for the same item or service. On September 20, 2024, the City of San Jose awarded a contract to Scotts PPE entitled Purchase Order Number: OP 65585 for turnout gear inspection, cleaning, repair, and alteration services on behalf of the City of San Jose Fire Department pursuant to a competitive solicitation process. The City of San Jose's contract with Scotts PPE is in effect from September 20, 2024 through September 19, 2025 with the option to extend for six additional one-year terms. The City of San Jose's competitive solicitation process is in-line with the District's process and the City of San Jose has authorized the piggybacking of their original contract by the District.

**FISCAL IMPACT**

\$250,000 is currently approved and budgeted for PPE care and maintenance in the 24/25 fiscal year. In order to maintain Cal/OSHA compliance and as more PPE is added to accommodate the Metro Medic Program and Emergency Medical Services (EMS), this number will likely increase.

**RECOMMENDATION**

Staff Recommends that the Board authorize the Fire Chief or his designee to execute a piggyback agreement with Scotts PPE Recon Inc. for the provision of turnout gear inspection, cleaning, repair, and alteration services. This contract would be in effect until all extensions have been exhausted by the City of San Jose or unless terminated sooner by the City of San Jose or the District.

Submitted by:

*Anthony Peck*  
[Anthony Peck \(Oct 3, 2024 16:01 PDT\)](#)  
Name Anthony Peck  
Out-Of-Class Assistant Chief Health  
Wellness and Safety

Approved by:

*Michael Johnson*  
[Michael Johnson \(Oct 3, 2024 15:35 PDT\)](#)  
Name Michael Johnson  
Out-of-Class Deputy Chief Admin

**ATTACHMENTS:**

Attachment 1: Agreement

**SACRAMENTO METROPOLITAN FIRE DISTRICT  
PIGGYBACK AGREEMENT FOR TURNOUT GEAR INSPECTION, CLEANING, REPAIR, AND ALTERATION**

This Piggyback Agreement (“Agreement”), dated as of October 11, 2024, is by and between the Sacramento Metropolitan Fire District (“District”), and Scotts P.P.E. Recon Inc. (“Contractor”) who are hereinafter collectively referred to as the “Parties”. The Agreement will be effective upon final execution by all parties and approval by the District’s Board of Directors.

**RECITALS**

**WHEREAS**, the District is a political subdivision of the State of California (“State”) and is duly organized and existing pursuant to the State constitution and laws; and

**WHEREAS**, the District is a full-service municipal fire district; and

**WHEREAS**, the National Fire Protection Association (NFPA) 1851 establishes standards for the selection, care, and maintenance of firefighting protective ensembles to reduce health and safety risks associated with improper maintenance, contamination, or damage; and

**WHEREAS**, the District has an ongoing need to provide NFPA 1851 compliant care and maintenance of firefighter turnout gear; and

**WHEREAS**, the District desires an independent contractor to perform turnout gear inspection cleaning, repair, and alteration services (“Services”); and

**WHEREAS**, the District desires the Services as more fully described in Exhibits A here to, “Scope of Services,” from Contractor; and

**WHEREAS**, Contractor is professionally qualified to provide such Services and is willing to provide them to the District on the terms and conditions set forth herein; AND

**WHEREAS**, on September 20, 2024, the City of San Jose awarded a contract to Contractor entitled Purchase Order Number: OP 65585 (“Original Contract”) for turnout gear inspection, cleaning, repair, and alteration services on behalf of the City of San Jose Fire Department pursuant to a competitive solicitation process performed in accordance with the competitive procurement rules applicable to the City of San Jose; and

**WHEREAS**, pursuant to the District’s purchasing and contracting policy, the District is authorized to utilize cooperative bidding/piggyback contracting to utilize contracts awarded by other public agencies when it is in the District’s best interest to do so; and

**WHEREAS**, the City of San Jose has authorized the piggybacking of the Original Contract by the District; and

**WHEREAS**, the District desires to piggyback on the Original Contract entered into between the City of San Jose and Contractor and procure the Services on the same terms and conditions set forth therein pursuant to this Agreement.

NOW, THEREFORE, the Parties agree as follow;

1. **HEADINGS**

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

2. **EXHIBITS**

The "Scope of Services" is attached hereto as Exhibit A and incorporated herein by reference. The Original Contract, including all documents incorporated by reference therein, is attached hereto as Exhibit B and incorporated herein by this reference – all references in the Original Contract to the City of San Jose shall be understood to mean the Sacramento Metropolitan Fire District. The incorporation of the Original Contract as part of this Agreement is subject to the order of precedence set forth below. Exhibit C "Payment Terms" are attached hereto and incorporated by reference.

3. **PRECEDENCE OF AGREEMENT DOCUMENTS**

If there is a conflict between Agreement documents, the document highest in precedence shall control. The precedence shall be:

- One: This Agreement
- Two: The Original Contract

Amendments, supplemental agreements, and approved revisions to the Agreement or any part thereof become a part of item One above.

4. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit C, and in accordance with the terms and conditions of this Agreement.

5. **TERM**

This Agreement shall commence on October 11, 2024 once executed by the Parties and approved by the District's Board of Directors, and it shall continue in full force until June 30, 2025, the Original Contract's expiration date, with six optional one-year extensions. Agreement terms and conditions will continue throughout any additional extensions. Terms and conditions, which relate to indemnification and other related matters, shall continue after the expiration of this Agreement.

6. **PAYMENT**

For service performed in accordance with the Agreement, payments shall be made to Contractor as provided in Exhibit C hereto.



**7. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is at all times an independent contractor, and can perform work for others. Contractor is not the agent or employee of the District in any capacity whatsoever and the District shall not be liable in any manner for any acts or omissions by Contractor or for any obligations or liabilities incurred by Contractor, Contractor's employees, or agents.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance, medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and Contractor agrees to indemnify and hold District harmless from any and all liability which the District may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of the District.

Contractor shall perform all services required pursuant to this Agreement in the manner according to currently approved standards observed by a competent practitioner for the profession in which the Contractor is engaged.

Notwithstanding the foregoing, if the District in its discretion determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, the District may upon two (2) weeks' notice to Contractor, withhold from payments otherwise due to Contractor hereunder federal and state income taxes and to pay said sums to the federal and state governments.

**8. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the District its officers, directors, officials, employees, consultants, and volunteers from and against losses arising out of, resulting from, or relating to the performance of Contractor's obligation under this Agreement:

The District shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the work herein referred to or in connection therewith, to persons and/or property, and the Contractor shall fully indemnify, defend and hold harmless the DISTRICT and protect the District from and against the same as provided above. In addition to the liability imposed by law upon the Contractor for damage or injury (including death) to persons or property by reason of the actions, conduct, or omissions of the Contractor, its officers, agents, employees/ or subcontractors, which liability is not impaired or otherwise affected hereby, the Contractor shall defend, indemnify, hold harmless, release and forever discharge the District, its officers, directors, officials, employees, consultants, and volunteers from and against and waive any and all responsibility and liability of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the Contractor, in carrying out its responsibilities under this Agreement.

In claims against any person or entity indemnified under this section that are made by an employee of the Contractor or any subcontractor, a person indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor may be liable, the indemnification obligation under this section shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The indemnification obligations under this section shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The Contractor shall indemnify the District from and against losses resulting from any claim of damage made by any separate contractor against the District arising out of any alleged acts or omissions of the Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

The Contractor shall indemnify separate contractors from and against losses arising out of the negligent acts, omissions, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

The District shall provide to the Contractor immediate notification of the receipt of any third party claim relating to this Agreement.

These indemnity provisions shall survive any termination of the Agreement and/or the final performance of the Agreement by the Contractor.

**9. LIMITATION OF LIABILITY**

In the event of any action brought by Contractor against the District arising out of this Agreement, under no circumstances will Contractor be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will Contractor be entitled to limit special damages claimed by the District. In the event of breach of this Agreement, the District shall be entitled to any and all damages, or legal or equitable remedy, available under law.

**10. INSURANCE**

Contractor shall furnish to the District a certificate evidencing insurance coverages outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified below. All documents must be received and approved by the District prior to the commencement of any Services. The required insurance coverages shall be consistently maintained for the duration of the Agreement without a lapse in coverage. Please note, the required coverages outlined below shall not limit the amount of coverage provided, but shall be the minimum requirements acceptable to the District.

**GENERAL LIABILITY** - shall be on an Occurrence basis (as opposed to Claims Made basis).  
Minimum limits and structure shall be:

- General Liability: \$2,000,000
- Products Comp/Op Aggregate: \$2,000,000
- Personal & Adv. Injury: \$1,000,000
- Each Occurrence: \$1,000,000
- Fire Damage: \$100,000

**AUTOMOBILE LIABILITY**

- Commercial Automobile Liability (for Corporate/business owned vehicles including non-owned and hired) - \$1,000,000 Combined Single Limit.
- Personal Lines Automobile Liability (for individually owned vehicles, \$250,000 per person, \$500,000 each accident) - \$100,000 property damage.

**WORKERS COMPENSATION and EMPLOYER'S LIABILITY**

- The policy shall be endorsed to waive the insurer's subrogation rights against the District.
- Per statute
- \$1,000,000 per accident for each accident
- \$1,000,000 for disease

**PROFESSIONAL LIABILITY**

- Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

## CYBER LIABILITY

### **ADDITIONAL INSURED**

The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds on the Contractor's General Liability and Auto policies as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the District, its officers, directors, officials, employees, or volunteers.

Insurance policies shall include a provision for the District to be given 30 days prior written notice of cancellation and 30 days written notice of any material change(s) requested by the policy holder of said insurance policies. Contractor shall furnish documentary evidence of such policies and the renewal or continuance of such insurances within 10 business days of any expiration date(s) thereof during the life of this Agreement.

The District will not be responsible for any deductible that may apply in any of the said insurance policies.

Contractor covenants and agrees that the District's insurance requirements shall not be construed to and in no manner limit or restrict the liability of the Contractor.

Certificates of Insurance shall be sent to:

[purchasing@metrofire.ca.gov](mailto:purchasing@metrofire.ca.gov)

### **11. CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by Contractor.

Contractor shall observe debtors' rights and comply with any and all applicable Federal and State laws, including by way of example and not as a limitation, applicable provisions of the Federal Fair Debt Collections Practices Act, Collection Agency Act, and the California Robbins-Rosenthal Fair Debt Collection Agency Act. Any harassment or alleged harassment of debtors or other individuals or entities on the part of Contractor in carrying out the scope of work described herein may result in termination for default in accordance with the Agreement.

### **12. TAXES**

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

**13. ACCESS AND RETENTION OF RECORDS**

Contractor agrees to provide the District and its designee's access to all of the Contractor's records related to this contract and that the Contractor shall maintain its records related to this contract for a period of not less than five (5) years after the final payment to the Contractor is made by the District.

**14. CONFLICT OF INTEREST**

Contractor covenants that they presently have no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the Board of Directors of the District. Entering into this agreement does not preclude Contractor from working for others as long as Contractor ensures that such work does not constitute a conflict of interest.

**15. CONFIDENTIALITY AND PROPRIETARY RIGHTS**

Contractor agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the District will be kept confidential and not be disclosed to any other person or entity except as required by law. Contractor agrees to immediately notify the District if Contractor is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective for five (5) years after Contractor's termination of services to the District hereunder.

All methods, techniques, patents, processes, and inventions developed by the Contractor for purposes of District business are deemed property of the District.

**16. USE OF DISTRICT PROPERTY**

Contractor shall not use District property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of the Contractor's obligations under this Agreement.

**17. RIGHT TO REFUSE PERSONNEL**

The District reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor or its subcontractors. The District reserves the right to interview and approve all proposed staff members.

**18. TERMINATION**

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein.

Any of the following occurrences or acts will constitute a material breach by the Contractor under the terms and conditions of the Agreement:

- a. non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the District has given the Contractor notice in writing. If the failure cannot be remedied within fifteen (15) days, the District, at its discretion, may extend, in writing, the time period, or terminate the Agreement;
- b. an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties;
- c. the appointment of a receiver for the Contractor; or
- d. for reasons including, but not limited to, unethical or criminal activities.

In the event either subparagraphs a), b), c), or d) occur, as set forth in this Agreement, the District will have the right to terminate the Agreement immediately, which shall be done in writing and sent to the Contractor via certified, U.S. Mail.

The District has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to Contractor. In the event that the District should terminate this Agreement for its convenience, Contractor shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said termination accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit C. In the event of Agreement termination, all documentation relating to the District's account shall be returned to the District.

**19. ASSURANCE OF PERFORMANCE**

If at any time District believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the services as required by this Agreement, District may, at its option, request from Contractor prompt written assurances of performance and a written plan acceptable to District, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of the Contractor's receipt of the District's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 18 of this Agreement.

**20. CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Sacramento, State of California.

**21. ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and any other documents specifically

incorporated into this Agreement, shall constitute the entire agreement between District and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

**22. MODIFICATION OF AGREEMENT**

This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

**23. MODIFICATIONS OF SCOPE**

The District reserves the right to make changes in the scope of work or the manner of its performance. No change shall be made to the scope of work by the Contractor or the time or the manner of its performance without prior written approval from the District. Should the Contractor wish to modify the scope of work, the Contractor shall submit a written change order specifying the change in plans, specifications, procedures, time, sequence, or other requirements of this Agreement, detailing whether such change will result in an adjustment to compensation or time for performance.

**24. SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid by law for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

**25. SUBCONTRACTING, SUCCESSORS, AND ASSIGNS**

This agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

The Contractor shall not subcontract, transfer, or assign this Agreement or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent of the District. Each subcontractor must be approved in writing by the District. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Contractor will be the prime contractor and will be responsible for all work performed and will be responsible for all costs

to subcontractors for services provided by the Contractor.

The Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions to this Agreement. Contractor shall be held responsible by the District for the performance of any subcontractor whether approved by the District or not.

**26. PATENTS AND INTELLECTUAL PROPERTY**

The Contractor will pay all royalties and patent license fees or other fees in respect of any intellectual property right required to perform the work stipulated in the Agreement. The Contractor shall, at its own expense, defend all suits and proceedings instituted against the District and indemnify the District against any award of damages, demands, losses, charges or costs made against District if such suits or proceedings are based on any claim that any of the products, documentation, parts or equipment, as supplied by the Contractor, constitutes an infringement, or an alleged infringement, of any patent or other intellectual property right by the Contractor or anyone for whose acts it is liable.

If any of the products, documentation, parts or equipment supplied by the Contractor constitute an infringement of patent or other intellectual property rights and its use is enjoined, the Contractor will, at its own expense, procure for the District, the right to continue its prior use, replace or modify the supplied item so it becomes non infringing and meets the District's requirements, or pay District for its loss of use of the item and for consequential damages or losses which occur as a result of the actual or alleged infringement of any patent or other intellectual property right, by the Contractor or anyone for whose acts it is liable.

The Contractor represents and warrants that it has the sole and unrestricted right title and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the Agreement.

The Contractor shall hold the District, its Board of Directors, the Chief, employees, officers, and agents harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Agreement which are attributable to an infringement or an alleged infringement by the Contractor, or anyone for whose acts they may be liable, of any intellectual property right. If the District is enjoined or there is a reasonable likelihood that it may be enjoined as a result of an injunction or claim from using any intellectual property that is incorporated into, or associated with, any product or equipment installed by the Contractor, the Contractor at its sole expense, shall: procure the right for the District to continue using the infringing intellectual property; or replace or modify the intellectual property to make it non-infringing, so long as such replacement or modification does not adversely affect the performance or use of the product or equipment or the work generally, all subject to the prior written approval by the District.

**27. NOTICES**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:



**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

To: DISTRICT: Sacramento Metropolitan Fire District  
Attn: Wellness, Health & Safety, Robert Sestito  
3012 Gold Canal Dr.  
Rancho Cordova, CA 95670

To: CONTRACTOR Scotts PPE Recon Inc.  
Attn: Ralph Scott  
827 Black Diamond Way, Bldg. C  
Lodi, CA 95240

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

**28. SIGNATORIES**

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year above written.

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

**SCOTTS P.P.E. RECON INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT A**  
**Scope of Services**

**1 Introduction and General Information**

- 1.1 Contractor shall provide all labor, materials, and equipment to inspect, test, clean, and repair District Personal Protective Equipment (PPE) garments and ensembles including but not limited to:
  - 1.1.1 Structure ensembles (jacket and pant to include both shells and liners)
  - 1.1.2 Wildland ensembles (jacket and pants)
  - 1.1.3 Dual-rated garment (jacket and pants)
  - 1.1.4 Structure gloves
  - 1.1.5 Structure hoods
  - 1.1.6 Turnout boots
  - 1.1.7 Helmets including shrouds and suspensions (Structure and wildland)

**2 Service Requirements and Specifications**

- 2.1 Contractor shall follow the established requirements of the most current edition of NFPA 1851 to clean and repair items specified herein. This includes but is not limited to the cleaning, inspection, and repair of PPE in accordance with NFPA 1851 standards.
- 2.2 Contractor shall maintain and provide upon request valid letters of authorization from respective manufacturers to repair moisture barriers and to repair, process warranty claims and repairs, and tailor turnout ensembles, including outer shells and inner liners, wildland ensembles, dual-rated garments, and leather turnout boots. Such manufacturers shall include, but are not limited to, the manufacturers of fabric, garments, and moisture barriers used by the District.
- 2.3 Contractor shall be the District's direct and only contact on all moisture barrier warranty issues.
- 2.4 Contractor shall provide detailed service reports at the time of garment delivery to the District. The following reports and actions are required:
  - 2.4.1 Itemized report(s) of work performed and associated charges for each individual garment and the garment ID number.
  - 2.4.2 Summary report(s) of each pick-up and delivery.
  - 2.4.3 Invoice Report that is acceptable to the District .
  - 2.4.4 Contractor shall agree to make modifications to reports as requested by the District.
  - 2.4.5 All reports shall be delivered electronically on or before each garment

delivery.

- 2.5 Contractor shall establish and maintain accurate reports to track all work performed in accordance with NFPA 1851 record keeping and associated charges.
- 2.6 Contractor shall provide reports to authorized District personnel upon request within three business days.
- 2.7 Contractor shall provide free evaluation and cost estimate reports for repairs to the District upon request.
- 2.8 Contractor shall maintain a minimum of 10 commercial sewing machines on-site. Commercial sewing machines shall be maintained to remain in excellent condition as prescribed by the respective manufacturer for the complete ability to tailor and repair structural firefighting ensembles, wildland firefighting ensembles, and dual rated garments. Required equipment includes, but shall not be limited to:
  - 2.8.1 Single needle, lock stitch and flat bed
  - 2.8.2 Double needle, lock stitch, flat bed, 3/16" spacing between needles
  - 2.8.3 Bar tacker
  - 2.8.4 Double needle 5 spool serger with locking chain stitch
  - 2.8.5 Single needle 3 spool serger
  - 2.8.6 Off the arm (filling) machine, double needle, bottom chain stitch
  - 2.8.7 Single needle cylinder
  - 2.8.8 Double needle cylinder
  - 2.8.9 Double needle, lock stitch, flatbed ¼" spacing between needles.
  - 2.8.10 Merrow miniature serger, 1 needle, 3-spool (complete thumbhole wristlets)
- 2.9 Contractor shall maintain an adequate supply of materials for repairs on-site to meet a three-calendar day turnaround time requirement for all repairs.

Contractor shall be capable of providing the following services to garments within a three-calendar day turnaround time. When repairs and/or services are expected to take longer than three-calendar days, the Contractor shall provide a report of items not returned and obtain written authorization for additional time to complete the repairs from an authorized representative of the District's Safety Division.

  - 2.9.1 Cleaning, inspections, and repairs
  - 2.9.2 Embroidery
  - 2.9.3 Heat lettering
  - 2.9.4 Sewn Velcro
  - 2.9.5 Sewn patches

### **3 Service Time Requirements**

- 3.1 Contractor shall provide pick-up and delivery service to 3012 Gold Canal Drive Rancho Cordova CA, 95670 on Tuesdays and Fridays by no later than 1500 each day

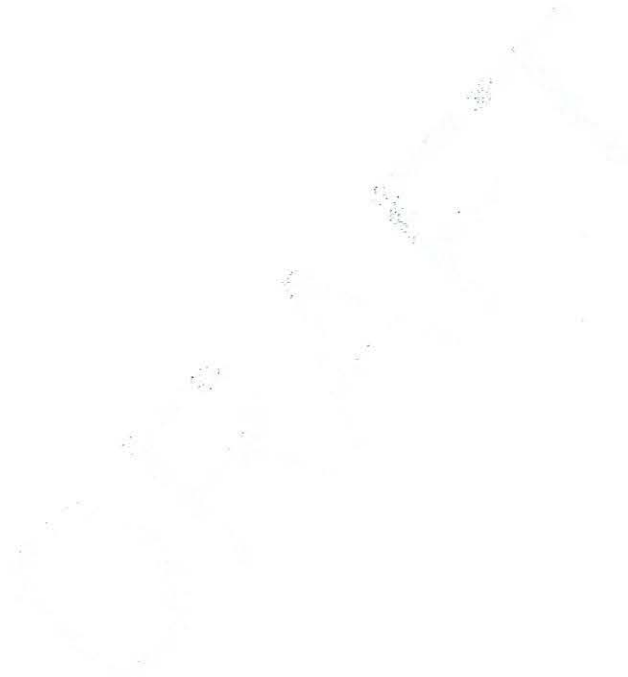
### **4 Label Requirements**

- 4.1 Contractor shall provide labels that comply with NFPA 1851 requirements and District-specific requirements. The District requires garment affixed label information that identifies the following:
  - 4.1.1 Manufacturer name
  - 4.1.2 Manufacturer ID number
  - 4.1.3 Date of manufacture
  - 4.1.4 Date put into service
  - 4.1.5 Size: original and modified if performed
  - 4.1.6 Contractor bar code/ID if desired
  - 4.1.7 Specific District approved RFID tag
- 4.2 Contractor shall provide an additional label that indicates when advanced inspection and testing was last performed. These labels shall be on pants in the liners on the inner right side of the fly and on coats on the liner on the right side near the closure.
- 4.3 Contractor shall be responsible for ensuring that all contents of each Bag and Tag (B&T) package are returned as one. Each returned B&T garment package shall also include the original B&T tag. Garments and tag shall be visible from the exterior of a clear plastic bag.
- 4.4 Contractor shall perform a complete liner inspection on structure ensemble garments as stated in NFPA 1851. Moisture barriers shall be tested as stated in NFPA1851.
- 4.5 Contractor shall accommodate a minimum of two annual visits by authorized District employees. Visits shall include but not be limited to:
  - 4.5.1 One scheduled visit.
  - 4.5.2 One unannounced visit to inspect the Contractor's facility for compliance with the requirements defined herein.

**EXHIBIT B**

**Original Contract**

**(continue to next page)**





CAPITAL OF SILICON VALLEY

TO:  
 SCOTT'S P.P.E. INC  
 827 BLACK DIAMOND WAY  
 BLDG. C  
 LODI CA 85240

**PURCHASE ORDER NUMBER:** OP 65585

DATE 09/20/2024	EXPIRATION DATE 09/19/2025	BUYER Lara Hodgson 408-535-8301
DELIVERY ADDRESS CSJ FIRE DEPARTMENT - FISCAL 1661 Senter Rd., Bldg A-3rd fl San Jose, CA 95112		INVOICE ADDRESS CSJ/FIRE DEPARTMENT - FISCAL 1661 SENTER ROAD, BLDG A 3 <sup>RD</sup> FLOOR SAN JOSE, CA 95112

VENDOR NO. P4464		PAYMENT TERMS N30		F.O.B. DEST PREPAID		SHIP VIA SURFACE		VENDOR CONTACT RALPH SCOTT		
LINE	QTY	UNIT	DESCRIPTION				UNIT PRICE	AMOUNT		
			TURNOUT GEAR INSPECTION, CLEANING, REPAIR, AND ALTERATION  PERIOD: 09/20/24 - 09/19/25 (INITIAL + 6 OPTIONS)  ALL SPECIFICATIONS/REQUIREMENTS PER CITY OF SAN JOSE RFQ PUR-RFQ2024.06.10079 ARE HEREBY INCORPORATED BY REFERENCE HEREIN. PRICING PURSUANT TO SCOTT'S P.P.E. INC'S RESPONSE DATED 07/16/24.  DEPT CONTACT: MICHELLE KAHIHIKOLO 408-277-4220 BILLING CONTACT: JESSIE CRUZ 408-535-7684 BILLING E-MAIL : SJFD.AP@SANJOSECA.GOV VENDOR NAME : SCOTT'S PPE VENDOR CONTACT: RALPH SCOTT VENDOR E-MAIL : MAIL@SCOTTSPPERECON.COM  NO PREV OP / RQ 39394 / CC 014500							
This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.			The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.				<b>Total</b>		90,000.00	
Director of Finance or authorized designee			Additional attachments (check attachments) <input checked="" type="checkbox"/> Labor Compliance Addendum (On File) <input checked="" type="checkbox"/> Scope of Services/Work (On File) <input checked="" type="checkbox"/> Other (Price List Attached)				<b>OUT-OF-STATE-VENDORS:</b> DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.			

**ATTACHMENT A - CITY OF SAN JOSE PURCHASE ORDER  
STANDARD TERMS AND CONDITIONS**

- 1 **DEFINITIONS:** "City" shall mean the City of San José. "Vendor" shall mean the provider of goods and/or services which are the subject of this purchase order. "Director" shall mean the Director of Finance or Director's authorized designee.
- 2 **CONTRACT:** This purchase order, which consists of these standard terms and conditions, and any attachments hereto, evidences City's acceptance of Vendor's offer to provide to City the goods and/or services which are the subject of this purchase order and constitutes a binding contract therefore upon the terms and conditions set forth herein without further action or agreement of Vendor. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto these standard terms and conditions shall control.
- 3 **SCHEDULE OF GOODS AND/OR SERVICES; TIME OF PERFORMANCE:** Vendor shall supply those goods and/or services which are specified herein, in accordance with the schedule and during the term which are specified herein. Time is of the essence in this purchase order. Notwithstanding this Section, the Parties agree that the ability of the Parties to provide and use the goods and/or services under this purchase order may be limited if business activities are subject to local, state, or federal mandates and advisories for managing public health and safety or other force majeure. The Parties agree that the provision of goods and/or services and the payment for such goods and/or services may be postponed or suspended following execution of this purchase order by the City and that the Parties are not required to act on this purchase until the City issues a written notice to proceed.
- 4 **COMPENSATION; SCHEDULE OF PAYMENT:** The compensation to be paid and the method of payment to Vendor for goods and services shall be as set forth herein. Unless otherwise provided herein, payment shall not be due until thirty (30) calendar days after the later to occur of the date performance under this purchase order is completed to the satisfaction of City and the date City receives an acceptable invoice. No payment shall represent a waiver of City's right to inspect for defects. Unless otherwise provided herein, Vendor shall be responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs of equipment provided by Vendor, all fees, fines, licenses, bonds, or taxes required of or imposed against Vendor, and all other of Vendor's costs of doing business.
- 5 **CURRENT PRICES OF GOODS:** Vendor shall work with the City upon request to demonstrate that prices charged to the City are fair and reasonable compared to the prices Vendor charges to other public entities for the same or substantially similar goods and services.
- 6 **DISCOUNT PERIODS:** Payment discount periods shall be calculated from the later of the date this purchase order is completed or the date City receives an acceptable invoice, to the date City's payment is sent.
- 7 **SALES TAXES:** Vendor shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods and/or services; provided, however where a tax exemption is available, such tax shall be subtracted from the total compensation and identified. Municipalities are exempt from federal excise and transportation taxes, including the excise tax on gasoline. Exemption certificates will be furnished upon request.
- 8 **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered "free on board destination" to the location specified herein, full freight prepaid except for special or expedited orders. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. City's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods shall pass to City only upon delivery by Vendor in the manner specified herein and City's acceptance of such goods.
- 9 **WARRANTIES:** Vendor warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured or performed pursuant to detailed design furnished by City, Vendor assumes design responsibility, and warrants that all goods and services shall be delivered or performed free of design defect and suitable for the purposes intended by City, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Vendor's warranties shall run to City and shall not be deemed to be exclusive. City's inspections, approval, acceptance, use of or payment for all or any part of the goods or services shall in no way affect its warranty rights whether or not a breach of warranty had become or should have become evident at the time.
- 10 **CHANGES:** City shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director. Upon receipt of any such notice, Vendor shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost of or time for performance, an equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Vendor shall promptly deliver to City, and in any event within ten (10) calendar days after receipt of such notice, a statement showing the effect of any such changes in the cost of or time for performance. Failure of Vendor to submit the statement within the above time limit shall constitute its consent to perform the change without increase in compensation or time for performance.
- 11 **TERMINATION FOR DEFAULT OR CONVENIENCE:** City may, by written notice to Vendor, terminate this purchase order in whole or from time to time in part for default: (i) if Vendor fails to deliver the goods or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed do not conform to the requirements of this purchase order or if Vendor fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms; or (iii) if the Vendor becomes insolvent. If this purchase order is terminated for default, City, in addition to all other rights afforded by law for Vendor's default, shall have the right to charge Vendor the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and City may set off any such charge against any amounts which may become payable to Vendor under this purchase order or otherwise. City may, by not less than thirty (30) days written notice to Vendor, terminate this purchase order for convenience and without cause. In the event of such termination for convenience, Vendor will be paid for those goods delivered and services performed pursuant to this purchase order to the satisfaction of City up to the date of termination. The Director is empowered to terminate this purchase order on behalf of City.
- 12 **INDEMNITY:** To the fullest extent permitted by law, Vendor agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, against any claim, loss or liability (collectively, "Claims"), including without limitation Claims for injuries or death to persons or damage to or destruction of property, caused by or resulting from the acts or omissions of Vendor, its officers, agents, employees or subcontractors, in the performance of this purchase order, or the breach by Vendor of any of its obligations under this purchase order.
- 13 **INSURANCE REQUIREMENTS:** If applicable, Vendor agrees to have and maintain the insurance policies specified herein. All policies, endorsements, certificates, and/or binders shall be subject to review and approval by the Risk Manager of the City of San José as to form and content. These insurance requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Vendor agrees to provide City with a copy of applicable certificates and/or endorsements before work commences under this purchase order.
- 14 **COMPLIANCE WITH THE LAW:** Vendor shall in the performance of this purchase order comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
- 15 **GOVERNING LAW:** City and Vendor agree that the law governing this purchase order shall be that of the State of California.
- 16 **VENUE:** In the event that suit shall be brought by either party to this purchase order, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.



- 17 **ASSIGNMENT OF CONTRACT:** Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the Director's prior written consent. Vendor may assign monies due under this purchase order. City will
- 18 **WAIVER:** Vendor agrees that City's waiver of any breach or violation of any provision of this purchase order shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Vendor's performance will not be a waiver of any provision of this purchase order.
- 19 **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor shall act as and be an independent contractor and not an employee, agent, joint venturer, or partner of City. As an independent contractor, Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that Vendor is not an employee for state or federal tax purposes. Vendor shall retain the right to perform services for others during the term of this purchase order.
- 20 **CONFIDENTIAL INFORMATION:** All data, documents, discussions, or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by City, or as required by law.
- 21 **OWNERSHIP OF DATA AND MATERIALS:** The City shall maintain ownership and control of City's data (if applicable) throughout the purchase order period and in perpetuity. Vendor shall have the right to use the City's data solely to perform services under the purchase order with the City. Vendor may not use City's data, a subset of City's data, and/or a summary of City's data, or cause or permit City's data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the purchase order without the express written consent of the City. Furthermore, City and Vendor agree that Vendor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Vendor in the performance of this purchase order and developed using Vendor's facilities or personnel and that City has the right to use such materials as specified in this purchase order, provided City pays any applicable fees to Vendor. City and Vendor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by City's facilities or personnel. Work product that is jointly developed using both City and Vendor personnel and facilities shall be jointly owned and may be utilized by either party without restriction or limitation.
- 22 **VENDOR'S BOOKS AND RECORDS:** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, for the date of final payment to Vendor pursuant to this purchase order. Vendor shall maintain all documents and records which demonstrate performance under this purchase order for a minimum of three (3) years, or for any period longer required by law, from the date of termination or completion of this purchase order. Any records or documents required to be maintained pursuant to this purchase order shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Vendor's business. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Vendor, Vendor's representatives, or Vendor's successor-in-interest.
- 23 **NON-DISCRIMINATION:**
- a Prohibition on Discrimination and Preferential Treatment  
Vendor shall fully comply with Chapter 4.08 of the San José Municipal Code and agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of City contracts.
  - b Compliance Reports.  
If directed by the Director of Office of Equality Assurance of the City, Vendor shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the form and field at such times as may be designated by the Director of Office of Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether Vendor or its subcontractor is complying with the nondiscrimination and non-preference provisions of this Agreement and Chapter 4.08 of the Municipal Code.
  - c Failure to Comply with Nondiscrimination Provisions.  
If the Director of Office of Equality Assurance determines that the Vendor has not complied with the nondiscrimination or non-preference provisions of this Agreement, the City may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject Vendor and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.
  - d Subcontracts  
Vendor shall include provisions a through c above, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.
  - e Waiver of Nondiscrimination Provisions.  
The nondiscrimination provisions of this Agreement may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the Vendor has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Vendor or other governmental agency are substantially the same as those imposed by the City.
- 24 **GIFTS:** Vendor represents that it is familiar with the City's prohibition against the acceptance for any gift by a City officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code. Vendor agrees not to offer any City officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this purchase order by vendor. In addition to any other remedies City may have in law or equity, City may terminate this purchase order for such breach.
- 25 **CONFLICT OF INTEREST:** Vendor shall avoid all conflict of interest or appearance of conflict of interest in performance of this purchase order.
- 26 **DISQUALIFICATION OF FORMER EMPLOYEES:** Vendor is familiar with the provisions relating to the disqualification of former officers and employees of City in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). Vendor shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door Ordinance.
- 27 **WAGE THEFT:** Vendor must comply with all applicable federal, state, and local wage and hour laws, regulations, and policies, as required by the City's current Council Policy 0-44, Wage Theft Prevention Policy. Vendor shall include these requirements in each subcontract entered into in furtherance of this purchase order so that such requirements are binding on each subcontractor.

## EXHIBIT C

### Payment Terms

The fee for Services shall not exceed the rates outlined in the Contractor's Fee Proposal. Prior written approval by the District through an amendment to this Agreement is required should additional services or supplies outside the scope of this Agreement be requested by the District.

The Contractor shall submit properly certified invoices to the District. A separate invoice shall be issued monthly. The invoice(s) shall contain the purchase order (PO) number, description of work, and line-item pricing. Invoices shall include completed items only.

Invoices shall be emailed to:

[ap@metrofire.ca.gov](mailto:ap@metrofire.ca.gov)

and

[safety@metrofire.ca.gov](mailto:safety@metrofire.ca.gov)

Failure to comply with these requirements or to provide an invoice in conformance with this Agreement document may delay payment.

The District will not be bound by prices contained in an invoice that are higher than the Contractor's Fee Proposal. If a price increase has not been accepted in writing by the District, the invoice may be rejected.

No advance payment shall be made for the goods or services furnished by the Contractor pursuant to this Agreement. Payment terms are net 45 days from date of receipt of invoice.

(Continue to next page for Contractor's Fee Proposal)

# SCOTT'S PPE CODES/PRICES

## ALTERATION

CODE	DESCRIPTION	PRICE
CAL001	ALTERATION SHORTEN SLEEVES	\$ 150.00
CAL002	ALTERATION LENGHTEN SLEEVES	\$ 175.00
CAL003	ALTERATION SHORTEN HEM	\$ 175.00
CAL004	ALTERATION LENGHTEN HEM	\$ 200.00
CAL005	ALTERATION WEDGE CHEST OF COAT	\$ 200.00
CAL007	EXTEND STORM FLAP	\$ 55.00
PAL001	ALTERATION SHORTEN PANT LEGS	\$ 150.00
PAL002	ALTERATION LENGTHEN PANT LEGS	\$ 175.00
PAL003	ALTERATION INCREASE WAIST	\$ 175.00
PAL004	ALTERATION DECREASE WAIST	\$ 150.00
WAL001	WILDLAND SHORTEN SLEEVES	\$ 50.00
WAL002	WILDLAND LENGTHEN SLEEVES	\$ 65.00
WAL003	WILDLAND SHORTEN HEM OF COAT	\$ 50.00
WAL004	WILDLAND LENGHTEN HEM OF COAT	\$ 70.00
WAL005	WILDLAND SHORTEN PANT LEGS	\$ 50.00
WAL006	WILDLAND LENGTHEN PANT LEGS	\$ 65.00
WAL007	WILDLAND TAPER SIDES	\$ 60.00

CLEAN AND INSPECT

CODE	DESCRIPTION	PRICE
BAGCL	CLEAN BAG	\$ 7.50
BCL001	BOOTS- CLEAN/INSPECT & POLISH	\$ 49.00
BIOMSC	BIO WASH MISCELLANEOUS	\$ 18.00
CCH001	BIO-HAZ CLEAN COAT	\$ 52.00
CCL001	ADV CLEAN COAT	\$ 26.00
	ADV INSPECT COAT	\$ 20.00
CCL002	ADV CLEAN/INSPECT FLASH HOOD	\$ 10.00
CCL003	ADV CLEAN/INSPECT GLOVES	\$ 12.50
CCL004	CLEAN LINER COAT	\$ 23.00
CCL005	MISC. CLEAN	\$ 10.00
CCL006	EXTRA SOAK & SCRUB PROCESS COAT	\$ 54.00
CCLEMSJ	ADV CLEAN/INSPECT EMS JACKET	\$ 22.00
CCV001	CLEAN VEST/SHIRT/SWEATSHIRT	\$ 7.50
HCL001	CLEAN HELMET IN SOLO DECON MACHINE	\$ 28.00
HCL002	CLEAN SCBA HARNESS IN SOLO MACHINE	\$ 30.00
MCL001	CLEAN HELMET SHROUD	\$ 7.50
PCH001	BIO-HAZ CLEAN PANT	\$ 52.00
PCL001	ADV CLEAN PANT	\$ 26.00
	ADV INSPECT PANT	\$ 20.00
PCL002	ADV CLEAN/INSPECT FLASH HOOD	\$ 10.00
PCL003	ADV CLEAN/INSPECT GLOVES	\$ 12.50
PCL005	CLEAN LINER PANT	\$ 23.00
PCL006	CLEAN STATION PANT	\$ 10.00
PCL007	EXTRA SOAK & SCRUB PROCESS PANT	\$ 54.00
PCL008	CLEAN SUSPENDER/BELT	\$ 5.50
WCL000	BIO-HAZ CLEAN WILDLAND	\$ 22.00
WCL001	CLEAN/INSPECT WLD JACKET	\$ 15.00
WCL002	CLEAN/INSPECT WLD PANT	\$ 15.00

**TURNOUT INSPECTION**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
CIS001	ADV INSPECT COAT	\$ 20.00
CIS005	COAT LINER INSPECTION-HYDROSTATIC	\$ 17.50
CIS007	INSPECT GLOVES	\$ 2.00
CIS008	INSPECT EMS JACKET	\$ 7.50
CIS009	INSPECT HOOD	\$ 2.00
CONDEMN	GARMENT FAILED - AGE / PRICE	\$ -
ISSUE	ISSUE GARMENT	\$ -
MISMATCH	OUTERSHELL (SERIAL #) DOES NOT MATCH LINER	\$ -
PIS001	ADV INSPECT PANT	\$ 20.00
PIS005	PANT LINER INSPECTION-HYDROSTATIC	\$ 17.50
WLD000	INSPECT WILDLAND	\$ 7.50

**OTHER**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
CIN000	INSTALL ALTERATION LABEL/tax	\$ 7.00
CIN001	INSTALL ANNUAL INSPECTION LABEL/tax	\$ 7.00
CIN015	MAKE EMPLOYEE VELCRO NAME PANEL	\$ 35.00
CIN016	INSTALL STANDARD BELT LOOPS/tax	\$ 20.00
CIN019	INSTALL COAT HANGER LOOP	\$ 20.00
CIN020	INSTALL STORM FLAP	\$ 125.00
CIN023	ADD/REPLACE GLOVE HOLDER	\$ 25.00
CPK004	ADD RADIO POCKET	\$ 45.00
CPK006	ADD SCBA MASK POUCH	\$ 75.00
CPK007	INSTALL BELLOW POCKET DIVIDER	\$ 20.00
MSC001	INSTALL HANGING D RING	\$ 28.00
PIN000	INSTALL ALTERATION LABEL-tax	\$ 7.00
PIN001	INSTALL ANNUAL INSPECTION LABEL-tax	\$ 7.00
PIN002	INSTALL NAME SUPPLIED BY DEPT	\$ 10.00
PIN005	INSTALL TAKE UP STRAP COMPLETE	\$ 25.00
PIN008	INSTALL WAIST BUCKLE W/ STRAP	\$ 25.00
PIN010	INSTALL STANDARD BELT LOOPS	\$ 20.00
PIN011	INSTALL VELCRO FLASH LIGHT HOLDER	\$ 25.00
PIN013	ADD ARASHIELD	\$ 20.00
PPK004	INSTALL BELLOW POCKET DIVIDER	\$ 20.00
PPK005	INSTALL 3 POCKET TOOLPOUCH	\$ 75.00

<b>TRIM</b>		
<b>CODE</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
CTR001	REPLACE TRIM RIGHT SLEEVE	\$ 40.00
CTR002	REPLACE TRIM LEFT SLEEVE	\$ 40.00
CTR004	REPLACE TRIM COAT HEM PER FOOT	\$ 40.00
CTR005	REPLACE TRIM CHEST PER FOOT	\$ 40.00
CTR006	REPLACE TRIM POCKET	\$ 35.00
CTR007	REPLACE TRIM PER FOOT	\$ 40.00
PTR001	REPLACE RIGHT LEG TRIM	\$ 70.00
PTR002	REPLACE LEFT LEG TRIM	\$ 70.00
<b>TURNOUT REPAIRS</b>		
<b>CODE</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
CBT001	BARTACK	\$ 5.00
CCO001	REPLACE COLLAR	\$ 125.00
CCU001	REPLACE RIGHT CUFF	\$ 40.00
CCU002	REPLACE LEFT CUFF	\$ 40.00
CCU003	REPLACE DRAGONHIDE CUFF -each	\$ 50.00
CHA001	INSTALL D RING	\$ 12.50
CHA002	HARDWARE REPLACE DRAIN EYE	\$ 5.00
CHA003	HARDWARE REPLACE HOOK CLASP	\$ 12.50
CHA005	HARDWARE REPLACE RIVET	\$ 3.50
CHA006	HARDWARE REPLACE SNAP	\$ 6.00
CIN007	INSTALL THROAT TAB	\$ 55.00
CIN010	ADD ZIPPER&VELCRO/REMOVE HARDWARE&BARTACK	\$ 175.00
CIN011	REPLACE CLOSURE ZIPPER	\$ 70.00
CIN012	REPLACE LINER ZIPPER	\$ 40.00
CIN030	REPLACE ELBOW PATCH	\$ 30.00
CIN031	REPLACE ELBOW PAD	\$ 25.00
CLB001	LABOR-NO CHARGE	\$ -
CPA000	DOUBLE PATCH	\$ 25.00
CPA001	PATCH RIGHT SLEEVE ( OUTER SHELL)	\$ 12.50
CPA002	PATCH RIGHT SLEEVE ( THERMAL LINER )	\$ 12.50
CPA003	PATCH RIGHT SLEEVE ( MOISTURE BARRIER )	\$ 15.50
CPA004	PATCH LEFT SLEEVE ( OUTER SHELL )	\$ 12.50
CPA005	PATCH LEFT SLEEVE ( THERMAL LINER )	\$ 12.50
CPA006	PATCH LEFT SLEEVE ( MOISTURE BARRIER )	\$ 15.50
CPA007	PATCH IN BACK ( OUTER SHELL )	\$ 12.50
CPA008	PATCH IN BACK ( THERMAL LINER )	\$ 12.50

CPA009	PATCH IN BACK ( MOISTURE BARRIER )	\$	15.50
CPA010	PATCH RIGHT FRONT ( OUTER SHELL )	\$	12.50
CPA011	PATCH RIGHT FRONT ( THERMAL LINER )	\$	12.50
CPA012	PATCH RIGHT FRONT ( MOISTURE BARRIER )	\$	15.50
CPA013	PATCH LEFT FRONT ( OUTER SHELL )	\$	12.50
CPA014	PATCH LEFT FRONT ( THERMAL LINER )	\$	12.50
CPA015	PATCH LEFT FRONT (MOISTURE BARRIER)	\$	15.50
CPA016	PATCH STORM FLAP	\$	12.50
CPA017	PATCH BELLOW POCKET	\$	12.50
CPA018	PATCH RADIO POCKET	\$	12.50
CPA019	PATCH SCBA	\$	12.50
CPA020	PATCH CUFF	\$	12.50
CPA023	PATCH COLLAR	\$	15.00
CPK001	REPLACE RIGHT BELLOW POCKET	\$	70.00
CPK002	REPLACE LEFT BELLOW POCKET	\$	70.00
CPK008	REINFORCE POCKET W/ DRAGONHIDE -each	\$	30.00
CRE001	REBUILD RIGHT SLEEVE ( OUTER SHELL )	\$	125.00
CRE002	REBUILD RIGHT SLEEVE ( THERMAL LINER )	\$	125.00
CRE003	REBUILD RIGHT SLEEVE ( MOISTURE BARRIER )	\$	150.00
CRE004	REBUILD LEFT SLEEVE ( OUTER SHELL )	\$	125.00
CRE005	REBUILD LEFT SLEEVE ( THERMAL LINER )	\$	125.00
CRE006	REBUILD LEFT SLEEVE ( MOISTURE BARRIER )	\$	150.00
CRE007	REBULD RIGHT SLEEVE BOTTOM PANEL -each	\$	40.00
CRE010	REBUILD LEFT SLEEVE BOTTOM PANEL -each	\$	40.00
CRE016	HEAT SEAL MB AREAS MARKED FOR LEAKAGE	\$	12.50
CRE017	HEAT SEAL MB 5X5 AREA	\$	25.00
CRE018	HEAT SEAL TRIM	\$	7.50
CRM000	REMOVE	\$	5.00
CRM001	REMOVE OLD NAME PANEL	\$	5.00
CRS000	ROCKER ID W/IRON ON LETTERS-tax	\$	17.50
CRS001	RESTITCH TRIM	\$	4.00
CRS002	RESTITCH VELCRO	\$	4.00
CRS003	RESTITCH SEAM	\$	4.00
CRS004	RESTITCH POCKET	\$	4.00
CRS005	RESTITCH LETTERING	\$	4.00
CRS006	RESTITCH CUFF	\$	4.00
CRS007	RESTITCH	\$	4.00
CRS008	REMOVE POCKET	\$	10.00
CSH001	REPLACE RIGHT SHOULDER PATCH	\$	25.00
CSH002	REPLACE LEFT SHOULDER PATCH	\$	25.00
CSM001	MISCELLANEOUS	\$	5.00
CWR001	REPLACE STANDARD RIGHT WRISTLET	\$	35.00

CWR002	REPLACE STANDARD LEFT WRISTLET	\$	35.00
CWR004	REPLACE THUMBHOLE RIGHT WRISTLET	\$	45.00
CWR005	REPLACE THUMBHOLE LEFT WRISTLET	\$	45.00
CWR006	REPLACE WATERWELL	\$	75.00
CZR001	REPLACE LION ZIPPER COLLAR	\$	40.00
CZR002	REPLACE LION ZIPPER WRIST -each	\$	45.00
PBT001	BARTACK	\$	5.00
PCU001	REPLACE RIGHT PANT CUFF	\$	50.00
PCU002	REPLACE LEFT PANT CUFF	\$	50.00
PCU003	REPLACE RIGHT & LEFT CUFF	\$	100.00
PCU004	REPLACE DRAGONHIDE CUFF -each	\$	60.00
PFL001	REBUILD FLY AREA	\$	55.00
PFL002	REPLACE FLY ZIPPER	\$	32.00
PFL003	PATCH FLY AREA	\$	12.50
PHA001	REPLACE D RING	\$	12.50
PHA002	REPLACE DRAIN EYE	\$	5.00
PHA003	REPLACE HOOK CLASP	\$	12.50
PHA004	REPLACE ALLIGATOR TEETH SLIDE	\$	12.50
PHA005	REPLACE RIVET	\$	3.50
PHA006	REPLACE SNAP	\$	6.00
PHA007	REPLACE SUSPENDER BUTTON	\$	7.00
PIN006	INSTALL LEG CUFF SNAP TAB	\$	7.50
PIN0013	REPLACE STRAP	\$	12.50
PKN001	REPLACE RIGHT KNEE	\$	50.00
PKN002	REPLACE LEFT KNEE	\$	50.00
PKN003	REPLACE DRAGONHIDE KNEE -each	\$	70.00
PKN004	REPLACE RIGHT KNEE PADDING	\$	40.00
PKN005	REPLACE LEFT KNEE PADDING	\$	40.00
PKN006	REPLACE/ADD STEAM CHANNEL KNEE	\$	75.00
PLB001	PANT LABOR- NO CHARGE	\$	-
PMS001	PANT REPAIR	\$	5.00
PPA000	DOUBLE PATCH	\$	25.00
PPA001	PATCH FRONT LEFT LEG ( OUTER SHELL )	\$	12.50
PPA002	PATCH FRONT LEFT LEG ( THERMAL LNER )	\$	12.50
PPA003	PATCH FRONT LEFT LEG ( MOISTURE BARRIER )	\$	15.50
PPA004	PATCH FRONT RIGHT LEG ( OUTER SHELL )	\$	12.50
PPA005	PATCH FRONT RIGHT LEG ( THERMAL LINER )	\$	12.50
PPA006	PATCH FRONT RIGHT LEG ( MOISTURE BARRIER )	\$	15.50
PPA007	PATCH BACK LEFT LEG ( OUTER SHELL )	\$	12.50
PPA008	PATCH BACK LEFT LEG ( THERMAL LINER )	\$	12.50
PPA009	PATCH BACK LEFT LEG ( MOISTURE BARRIER )	\$	15.50
PPA010	PATCH BACK RIGHT LEG ( OUTER SHELL )	\$	12.50



PPA011	PATCH BACK RIGHT LEG (THERMAL LINER)	\$	12.50
PPA012	PATCH BACK RIGHT LEG ( MOISTURE BARRIER )	\$	15.50
PPA013	PATCH REAR ( OUTER SHELL )	\$	12.50
PPA014	PATCH STEAM CHANNEL KNEE	\$	37.50
PPA025	PATCH HOLE LEG SEAM	\$	12.50
PPA026	PATCH BOTTOM HALF BELLOW POCKET	\$	35.00
PPA027	PATCH CROTCH ( OUTER SHELL )	\$	12.50
PPA028	PATCH BELLOW POCKET	\$	12.50
PPA029	PATCH WAIST BAND AREA	\$	20.00
PPA030	PATCH THERMAL LINER CROTCH	\$	12.50
PPA031	PATCH CUFF	\$	12.50
PPK001	REPLACE RIGHT BELLOW POCKET	\$	70.00
PPK002	REPLACE LEFT BELLOW POCKET	\$	70.00
PPK008	REINFORCE POCKET W/ DRAGONHIDE -each	\$	30.00
PRE001	REBUILD CROTCH ( MOISTURE BARRIER )	\$	65.00
PRE002	REBUILD CROTCH ( THERMAL LINER )	\$	55.00
PRE003	HEAT SEAL MB AREAS MARKED FOR LEAKAGE	\$	12.50
PRE004	REBUILD RIGHT LEG BOTTOM PANEL -each	\$	50.00
PRE005	REBUILD CROTCH (OUTER SHELL)	\$	55.00
PRE007	REBUILD LEFT LEG BOTTOM PANEL -each	\$	50.00
PRE008	HEAT SEAL TRIM	\$	7.50
PRE009	REMOVE NAME PANEL	\$	5.00
PRE011	REBUILD UPPER THERMAL LINER	\$	175.00
PRS001	RESTITCH TRIM	\$	4.00
PRS002	RESTITCH VELCRO	\$	4.00
PRS003	RESTITCH SEAM	\$	4.00
PRS004	RESTITCH POCKET	\$	4.00
PRS005	RESTITCH	\$	4.00
PRS006	RESTITCH CUFF	\$	4.00
PRS008	REMOVE POCKET	\$	10.00
PRS009	MOVE KNEE LOCATION -each	\$	20.00
PZR001	REPLACE LION ZIPPER INNER FLY -each	\$	40.00
WLJ001	WILDLAND COAT PATCH	\$	10.00
WLJ002	WILDLAND COAT BARTACK	\$	5.00
WLJ003	WILDLAND COAT RESTITCH	\$	4.00
WLJ004	WILDLAND CLOSURE ZIPPER	\$	30.00
WLT001	WILDLAND PANT PATCH	\$	10.00
WLT002	WILDLAND PANT BARTACK	\$	5.00
WLT003	WILDLAND PANT RESTITCH	\$	4.00
WLT004	WILDLAND FLY ZIPPER	\$	25.00
WLT005	WILDLAND POCKET ZIPPER	\$	15.00
WLT006	WILDLAND LEG ZIPPER	\$	25.00



## HOOK & LOOP FASTNER

CODE	DESCRIPTION	PRICE
CVE001	REPLACE VELCRO CLOSURE - HOOK	\$ 30.00
CVE002	REPLACE VELCRO CLOSURE - LOOP	\$ 30.00
CVE003	REPLACE VELCRO CLOSURE - HOOK & LOOP	\$ 60.00
CVE004	REPLACE VELCRO BELLOW POCKET-HOOK	\$ 12.50
CVE005	REPLACE VELCRO BELLOW POCKET-LOOP	\$ 12.50
CVE006	REPLACE VELCRO BELLOW POCKET- HOOK & LOOP	\$ 25.00
CVE007	REPLACE VELCRO RADIO POCKET-HOOK	\$ 10.50
CVE008	REPLACE VELCRO RADIO POCKET-LOOP	\$ 10.50
CVE009	REPLACE VELCRO RADIO POCKET- HOOK & LOOP	\$ 21.00
CVE011	REPLACE VELCRO COLLAR- HOOK	\$ 12.50
CVE014	REPLACE VELCRO THROAT TAB	\$ 12.50
CVE015	REPLACE VELCRO THROAT TAB- HOOK & LOOP	\$ 25.00
CVE016	REPLACE VELCRO @ WRIST	\$ 35.00
CVE020	ADD/REPLACE SHOULDER ID VELCRO	\$ 12.50
CVE021	REPLACE VELCRO ON LINER COLLAR	\$ 45.00
CVE022	REPLACE VELCRO ON INNER COLLAR FOR LINER	\$ 45.00
CVE023	REPLACE VELCRO	\$ 7.50
CVE024	REPLACE VELCRO ON DRD PORT	\$ 10.50
CVE025	ADD/REPLCE VELCRO FOR NAME PANEL	\$ 20.00
PVE001	REPLACE VELCRO FLY - HOOK	\$ 20.00
PVE002	REPLACE VELCRO FLY- LOOP	\$ 20.00
PVE003	REPLACE VELCRO FLY- HOOK & LOOP	\$ 40.00
PVE004	REPLACE VELCRO BELLOW POCKET- HOOK	\$ 12.50
PVE005	REPLACE VELCRO BELLOW POCKET- LOOP	\$ 12.50
PVE006	REPLACE VELCRO BELLOW POCKET- HOOK & LOOP	\$ 25.00
PVE008	REPLACE VELCRO BACK POCKET-each	\$ 5.00
PVE009	REPLACE/ADD VELCRO	\$ 7.50
WLJ010	WILDLAND VELCRO CLOSURE -each	\$ 15.00
WLJ011	WILDLAND COAT POCKET VELCRO -each	\$ 10.00
WLJ012	WILDLAND RADIO POCKET VELCRO -each	\$ 7.00
WLJ013	WILDLAND COLLAR VELCRO	\$ 9.50
WLJ014	WILDLAND VELCRO SLEEVE STRAP	\$ 9.50
WLT010	WILDLAND FLY VELCRO -each	\$ 12.50
WLT011	WILDLAND PANT POCKET VELCRO -each	\$ 10.00
WLT012	WILDLAND VELCRO LEG STRAP	\$ 9.50