



ADAM A. HOUSE
Fire Chief

John Costa
Board President
Division 9

Robert Webber
Board Vice President
Division 3

Brian Rice
Board Secretary
Division 7

Cinthia Saylor
Board Member
Division 1

Grant Goold
Board Member
Division 2

Ted Wood
Board Member
Division 4

Shawn Stark
Board Member
Division 5

D'Elman Clark
Board Member
Division 6

Gay Jones
Board Member
Division 8

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, July 9, 2026 – 6:00 p.m.
Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200

Boardroom – 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>

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

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

Serving Sacramento and Placer Counties



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REGULAR BOARD MEETING

THURSDAY, JULY 9, 2026

- 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. Today's meeting replays at 6:00 p.m. on Monday, July 13, 2026, and again at 2:00 p.m. on Wednesday, July 15, 2026, on Metro Cable Channel 14. Once posted, the recording of this meeting can be viewed on-demand at 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

6

Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of June 25, 2026.



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, JULY 9, 2026

2. **Adopt Resolution – Professional Services Agreement – General Counsel Services** 13
Recommendation: Adopt Resolution approving the Professional Services Agreement with Kronick, Moskovitz, Tiedemann & Girard for General Counsel services and authorizing the Fire Chief, or designee, to execute and administer the agreement on behalf of the District.
3. **Adopt Resolution – Non-Safety Senior Management, Management and Unrepresented Confidential Employees** 32
Recommendation: Adopt Resolution approving revisions for Non-Safety Senior Management, Management, and Unrepresented Confidential Employees and authorizing implementation of the revised language.
4. **Adopt Resolution – Senior Safety Management and Safety Management Employees** 75
Recommendation: Adopt Resolution approving revisions for Safety Senior Management and Safety Management Employees and authorizing implementation of the revised language.
5. **Purchase Approval – Firewalls** 110
Recommendation: Authorize purchase of Firewalls from FSi Tech using CMAS #3-24-07-1028.
6. **Purchase Approval – Personal Protective Equipment – Structural Firefighting Turnouts** 113
Recommendation: Authorize purchase of PPE from GR8WEST using Sourcewell contract #010424-FDX, in addition to authorizing the continued utilization of this contract for future purchases until the contract expires or is terminated. Future purchases will be contingent upon the Board approving the appropriation of funds in the budget for such purchases.

PRESENTATION ITEMS:

1. **Operations** **
(Deputy Chief Wagaman)
Recommendation: Receive the presentation.

REPORTS:

1. **PRESIDENT'S REPORT** — (President Costa)
2. **FIRE CHIEF'S REPORT** — (Chief House)

OPERATIONS REPORT – (Deputy Chief Wagaman) – **No Report**



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REGULAR BOARD MEETING

THURSDAY, JULY 9, 2026

ADMINISTRATIVE REPORT – *(Deputy Chief Fiorica)*

SUPPORT & EMERGENCY MEDICAL SERVICES REPORT – *(Deputy Chief Mitchell)*

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 Costa)*

Next Meeting: August 13, 2026, at 4:30 p.m.

B. Communications Center JPA – *(Deputy Chief Fiorica)* – **No Report**

Next Meeting: July 28, 2026, at 9:00 a.m.

SRFECC Annex – 10240 Systems Parkway, Suite 200, Sacramento

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

Next Meeting: August 27, 2026, at 5:30 p.m.

D. Policy Committee – *(Director Clark)*

Next Meeting: August 13, 2026, at 5:30 p.m.

BOARD MEMBER QUESTIONS AND COMMENTS

CLOSED SESSION:

The Board will convene in closed session to meet on the following matter(s):

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to California Government Code Section 54957.6

A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Sacramento Area Fire Fighters Local 522

B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Battalion Chiefs Bargaining Group,
Sacramento Area Fire Fighters Local 522

C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Administrative Support Personnel (ASP)
Affiliate of Sacramento Area Fire Fighters Local 522

D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Safety Senior Management, Management
and Unrepresented Confidential Employees



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REGULAR BOARD MEETING

THURSDAY, JULY 9, 2026

- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Non-Safety Senior Management, Management
and Unrepresented Confidential Employees
- F. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: EMT and Paramedic Memorandum of Understanding

2. **Public Employee Performance Evaluation: Fire Chief**
Pursuant to Government Code Sections 54957(b)(1)

CLOSED SESSION REPORT OUT

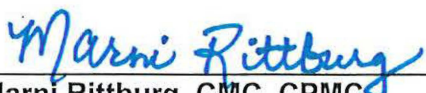
ADJOURNMENT

NEXT BOARD MEETING:

Unless specified differently, all meetings of the Board are held at Sacramento Metropolitan Fire District at 10545 Armstrong Avenue, Suite 200, Mather, CA 95655

- Regular Board Meeting – July 23, 2026, at 6:00 p.m.

Posted on July 6, 2026, by 4:30 p.m.


Marni Rittburg, CMC, CPMC
Clerk of the Board

** No written report

*  Separate Attachment

DISABILITY INFORMATION:

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



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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ACTION SUMMARY MINUTES – REGULAR MEETING

BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, June 25, 2026, at 6:00 p.m.

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 6:00 p.m. by Vice President Costa. Board members present: Clark, Costa, Goold, Jones, Rice, Saylors, Stark, Webber, and Wood. Board members absent: None. Staff present: Chief House and Board Clerk Rittburg.

PUBLIC COMMENTS

One public comment was received from Roger Mitchell.

CONSENT ITEMS

Moved by Director Wood, seconded by Rice, 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 Meetings of June 11, 2026.

Action: Adopted the Action Summary Minutes.

2. **Adopt Resolution – Closing Amendment to Fiscal Year 2025/26 Midyear Budget**

Recommendation: Adopt Resolution to address unanticipated expenditures that exceed budgeted amounts.

Action: Adopted Resolution 2026-050.

3. **Adopt Resolution – Special Fire Tax – Sloughhouse/Rancho Murieta Area**

Recommendation: Adopt Resolution authorizing the County Assessor to incorporate the \$100 per parcel Special Fire Tax for the Sloughhouse/Rancho Murieta area with the 2026/27 Sacramento County property tax levy.

Action: Adopted Resolution 2026-051.

4. ~~Disclosure of Material Expenditure – Excess General Liability Insurance – Vantage Risk Specialty Insurance Company – \$317,794.00 and Westchester Surplus Lines Insurance Company for \$221,837.00.~~
~~Recommendation:~~ Authorize a payment of \$317,794.00 to Vantage Risk Specialty Insurance Company and \$221,837.00. to Westchester Surplus Lines Insurance Company for Excess General Liability Insurance.
~~Action:~~ Pulled from the Consent Calendar
5. ~~Disclosure of Material Expenditure – Aviation Liability Insurance – Chubb Insurance Group – \$214,963.00~~
~~Recommendation:~~ Authorize a payment of \$214,963.00 to Chubb Insurance Group for the purchase of Aviation Liability Insurance.
~~Action:~~ Pulled from the Consent Calendar
6. ~~Disclosure of Material Expenditure – General/Property/Liability Commercial Insurance – Fire Agencies Insurance Risk Authority (FAIRA) for FY 26/27 in the amount of \$3,177,340.00~~
~~Recommendation:~~ Authorize a payment of \$3,177,340 to Fire Agencies Insurance Risk Authority (FAIRA) for commercial insurance.
~~Action:~~ Pulled from the Consent Calendar
7. **Adopt Resolution – Surplus Vehicle and Equipment Designation**
Recommendation: Adopt Resolution designating the vehicles and equipment listed as surplus.
Action: Adopted Resolution 2026-052.
8. **Revision of Board Policy – Policy 01.025.06 – Reinstatement Policy**
Recommendation: Approve the revisions to the Reinstatement Policy.
Action: Approved.
9. **Board Policy – Policy 01.026.01 – Disruption of Telephonic or Internet Service During Public Meetings**
Recommendation: Approve the Disruption of Telephonic or Internet Service During Public Meetings Policy.
Action: Approved.

ITEMS PULLED FROM CONSENT

4. **Disclosure of Material Expenditure – Excess General Liability Insurance – Vantage Risk Specialty Insurance Company – \$317,794.00 and Westchester Surplus Lines Insurance Company for \$221,837.00.**
Recommendation: Authorize a payment of \$317,794.00 to Vantage Risk Specialty Insurance Company and \$221,837.00. to Westchester Surplus Lines Insurance Company for Excess General Liability Insurance.
Action: Moved by Director Saylors, seconded by Clark, and carried unanimously by members present to authorize a payment of \$317,794.00 to Vantage Risk Specialty Insurance Company and \$221,837.00. to Westchester Surplus Lines Insurance Company for Excess General Liability Insurance.

5. **Disclosure of Material Expenditure – Aviation Liability Insurance – Chubb Insurance Group – \$214,963.00**
Recommendation: Authorize a payment of \$214,963.00 to Chubb Insurance Group for the purchase of Aviation Liability Insurance.
Action: Moved by Director Saylors, seconded by Jones, and carried unanimously by members present to authorize a payment of \$214,963.00 to Chubb Insurance Group for the purchase of Aviation Liability Insurance.
6. **Disclosure of Material Expenditure – General/Property/Liability Commercial Insurance – Fire Agencies Insurance Risk Authority (FAIRA) for FY 26/27 in the amount of \$3,177,340.00**
Recommendation: Authorize a payment of \$3,177,340 to Fire Agencies Insurance Risk Authority (FAIRA) for commercial insurance.
Action: Moved by Director Goold, seconded by Jones, and carried unanimously by members present to authorize a payment of \$3,177,340 to Fire Agencies Insurance Risk Authority (FAIRA) for commercial insurance.

ACTION ITEMS:

1. **Adopt Resolution – Non-Safety Senior Management, Management and Unrepresented Confidential Employees**
(Chief HR Officer Melisa Maddux)
Recommendation: Adopt Resolution approving revisions for Non-Safety Senior Management, Management, and Unrepresented Confidential Employees and authorizing implementation of the revised language.
Action: Moved by Director Rice, seconded by Stark, and carried 7 to 2 by members present to withdraw the item until a union contract is finalized or September 30, 2026.
2. **Adopt Resolution – Senior Safety Management and Safety Management Employees**
(Chief HR Officer Melisa Maddux)
Recommendation: Adopt Resolution approving revisions for Safety Senior Management and Safety Management Employees and authorizing implementation of the revised language.
Action: Moved by Director Rice, seconded by Stark, and carried 7 to 2 by members present to withdraw the item until a union contract is finalized or September 30, 2026.
3. **Adopt Resolution – Side Letter for the Battalion Chief's Organization, an Affiliate of Local 522**
(Chief HR Officer Melisa Maddux)
Recommendation: Adopt Resolution approving the Side Letter for Article 42 between the Sacramento Metropolitan Fire District and the Battalion Chief's Organization, an Affiliate of Local 522.
Action: Moved by Director Goold, seconded by Rice, and carried unanimously by members present to adopt **Resolution 2026-053**, approving the Side Letter.

REPORTS

1. **PRESIDENT'S REPORT - (President Costa)**

No report.

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

No report.

OPERATIONS REPORT – (*Deputy Chief Wagaman*)

No report.

ADMINISTRATIVE REPORT – (*Deputy Chief Fiorica*)

No Report

SUPPORT & EMERGENCY MEDICAL SERVICES – (*Deputy Chief Mitchell*)

Logistics: New member Trevor Grabenauer introduced himself to the Board.

Planning & Development: Partner acknowledgement. Admin Analyst Erin Castleberry spoke and recognized staff in the Facilities, I.T., Logistics, and Training divisions for their help with the Zinfandel Fire Responder Training Facility Grand Opening held today.

CRRD: Chief Nygren spoke regarding July 4th fireworks preparations and activities. Chief Nygren noted that fines have increased to \$1,000 per device, \$10,000 in the American River Parkway and \$10,000 on public school grounds. Fireworks retail booths will open at Noon on Sunday, June 28th.

COR: Fire Camp June 16-19, 2026 (Tuesday through Friday)

- This year marked a milestone for Fire Camp as Camp Director Jim Pritchard completed his final year, passing leadership to Engineer Alex Carl after 14 years. The team celebrated with a special-edition Fire Camp logo and patriotic tie-dyed shirts in honor of the transition and America's 250th birthday.
- Started a new partnership with Sunrise Recreation and Park District made Family Day especially memorable: over 300 attendees enjoyed a traditional Fire Camp BBQ lunch at Rusch Park, siblings found joy on the playgrounds, and the rest of the family enjoyed the games ahead of the awards ceremony!
- Retired Captain Brian Currie, Captain Jake Currie, Fire Explorers, ARC students, and Reserves organized the BBQ. Many thanks to our food servers and supporters for making the day a success. Outdoor activities included Make & Break, Water Hockey, and the Bucket Brigade, providing fun and engagement for campers and their families.
- Special thank you to our Board of Directors for your continued support of this incredible program, which gave 80 youth the unique opportunity to join Metro Fire firefighters for 4 days, learning teamwork, building confidence, and, most importantly, lifesaving skills. Thank you to our program partners (Sunrise Parks and Rec, Golfland Sunsplash, SRFECC, Raising Canes, Chicago Fire Pizza, Roseville Fire, and Capital City CPR), the sponsorship provided by the Citrus Heights Kiwanis Club, and to individual sponsor.
- Community Relations takes on planning Fire Camp, and support is provided by Logistics, Admin Services, Office of the Fire Chief, Finance, Fleet, Coms, IT, Operations, AirOps, EMS, and CERT.

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

Captain Sean Scollard congratulated the District on the grand opening of the new training facility, describing the event as a significant milestone for Metro Fire and recognizing the collaboration of local, state, and federal partners, retirees, former chiefs, regional agencies, District leadership, and staff who contributed to the project's success. Captain Scollard spoke regarding contract negotiations and stated that Local 522's approach is guided by a long-standing commitment to improving the organization for future generations of firefighters.

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 Costa)

No Report

B. Communications Center JPA – (Deputy Chief Fiorica)

The Communication Center JPA Board last met on June 23, 2026. During that meeting the Board approved the FY26/27 final budget. The Board was advised of the appointment of Casey Quintard as the Deputy Director of Operation. On June 15th Chief Wilbourn began transitioning into the Chief Executive Director position as Chief Parker from Sacramento City transitions out of the position. Chief Wilbourn's term as the Chief Executive Director officially begins on July 1st.

There was no other reportable action taken.

Our next meeting is scheduled for Tuesday July 28, 2026.

C. Finance and Audit Committee – (Director Jones)

The Finance and Audit Committee met tonight and received the Bimonthly Fiscal report presentation from CFO O'Toole.

D. Policy Committee – (Director Clark)

No Report

BOARD MEMBER QUESTIONS AND COMMENTS

Director Wood thanked everyone involved with organizing and running Fire Camp. Campers get certified in CPR. He also thanked the Counselors that volunteer their time.

Director Webber thanked everyone involved in the Grand Opening of the Zinfandel Training Facility.

President Costa stated that the Zinfandel Fire Responder Training Facility Grand Opening today was a great event and well attended.

CLOSED SESSION:

The Board recessed to closed session at 7:15 p.m. on the following matter(s):

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

- A. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Sacramento Area Fire Fighters Local 522
- B. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Battalion Chiefs Bargaining Group,
Sacramento Area Fire Fighters Local 522
- C. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Administrative Support Personnel (ASP)
Affiliate of Sacramento Area Fire Fighters Local 522
- D. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Safety Senior Management, Management
and Unrepresented Confidential Employees
- E. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: Non-Safety Senior Management, Management
and Unrepresented Confidential Employees
- F. District Negotiator: Jack Hughes, Liebert Cassidy Whitmore
Employee Organization: EMT and Paramedic Memorandum of Understanding

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

Claim Against Public Entity Pursuant to Government Code Section 910
Denise Roxann Williams v. Sacramento Metropolitan Fire District
John Lavra, General Counsel

Action: Moved by Wood, seconded by Goold, and carried unanimously by members present to deny the 910 Claim and refer to the Districts liability pool.

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

Claim Against Public Entity Pursuant to Government Code Section 910
Trevaus Williams v. Sacramento Metropolitan Fire District
John Lavra, General Counsel

Action: Moved by Wood, seconded by Goold, and carried unanimously by members present to deny the 910 Claim and refer to the Districts liability pool.

CLOSED SESSION REPORT OUT:

The Board reconvened in open session at 9:55 p.m. General Counsel John Lavra reported that the Board met in closed session on three items:

- 1. Conference with Labor Negotiator; the Board met with its designated labor negotiator; no reportable action was taken in closed session.
- 2. Government Code Section 910 Claim of Denise Roxann Williams, the Board voted unanimously to deny the claim and refer to the District liability pool for further handling.

3. Government Code Section 910 Claim of Trevaus Williams, the Board voted unanimously to deny the claim and refer to the District liability pool for further handling.
To view the video of the meeting, please visit the Metro Fire Website or our YouTube channel:

<https://metrofire.ca.gov/2026-06-25-board-meeting>

https://www.youtube.com/channel/UC9t-uKlc_oOUGNrmogdQ_QA

ADJOURNMENT

The meeting was adjourned at 9:57 p.m.

John Costa, Board President

Brian Rice, Secretary

Marni Rittburg, CMC
Board Clerk



Sacramento Metropolitan Fire District

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

DATE: July 9, 2026

TO: Board of Directors

SUBJECT: Approval of Professional Services Agreement – General Counsel Services

TOPIC

Staff requests that the Sacramento Metropolitan Fire District (District) Board of Directors (Board) approve a Professional Services Agreement (Agreement) with Kronick Moskowitz Tiedemann & Girard for General Counsel services and authorize the Fire Chief, or designee, to execute and administer the Agreement.

BACKGROUND

On May 28, 2026, the Board approved Resolution No. 2026-027 awarding Request for Proposals (RFP) 26-03 for General Counsel Services to Kronick Moskowitz Tiedemann & Girard and authorized the Fire Chief, or designee, to negotiate the terms and conditions of the Agreement, subject to subsequent Board approval prior to execution.

Staff has completed negotiations with Kronick Moskowitz Tiedemann & Girard, and the proposed Agreement, which is consistent with the scope of services and requirements established in RFP 26-03, is now presented to the Board for approval.

DISCUSSION

The Agreement establishes the terms and conditions under which Kronick Moskowitz Tiedemann & Girard will provide General Counsel services to the District beginning August 1, 2026.

The Agreement provides for an initial three-year term, with up to four one-year renewal options at the District's discretion. It establishes the scope of services, compensation, billing procedures, and contract administration provisions necessary for the effective delivery and management of General Counsel services.

FISCAL IMPACT

The Agreement establishes hourly rates, annual rate adjustment provisions, and reimbursement terms for General Counsel services. Actual expenditures will vary based on the District's legal service needs throughout the term of the Agreement.

Funding for these services is included in the District's adopted budget and will be managed within existing appropriations.

RECOMMENDATION

Staff recommends that the Board adopt the attached resolution approving the Professional Services Agreement with Kronick Moskowitz Tiedemann & Girard for General Counsel services and authorizing the Fire Chief, or designee, to execute and administer the Agreement on behalf of the District.

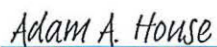
Submitted by:



Jill Guzman

Administrative Services Officer

Approved by:



Adam A. House (Jul 2, 2026 08:35:23 PDT)

Adam A. House

Fire Chief

ATTACHMENTS:

Attachment 1: Professional Services Agreement – General Counsel Services

Attachment 2: Resolution Approving the Professional Services Agreement for General Counsel Services

SACRAMENTO METROPOLITAN FIRE DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement for Legal Services ("Agreement") is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("Kronick") and Sacramento Metropolitan Fire District ("District" or "Client"), 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.

By signing and returning this Agreement for Legal Services, District indicates its acceptance of the terms set forth in this document.

1. HEADINGS

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

2. EXHIBITS

Exhibits A "Scope of Services" and Exhibit B "Payment Terms" are attached hereto and included as if set forth fully herein.

3. SCOPE OF SERVICES

District retains Kronick to provide General Counsel services as set forth in Request for Proposals (RFP) 26-03 and other matters by mutual agreement, as described in Exhibit A, "Scope of Services". Kronick agrees to perform the services described in Exhibit A, for payment pursuant to Exhibit B, and in accordance with the terms and conditions of this Agreement and those described in the District's RFP 26-03.

The District is continuing its evaluation of proposals submitted in response to RFP 26-03 for additional legal service practice areas ("Other Legal Services"). This Agreement does not require Kronick to provide, nor obligate the District to procure, any Other Legal Services. If the District determines that Kronick is selected to provide services in one or more of those practice areas, the Parties may amend this Agreement to incorporate the applicable scope of services, compensation, and related terms for such additional services.

4. DUTIES OF KRONICK AND DISTRICT

A. Kronick Duties

Kronick shall provide those legal services reasonably required to represent the District in the matters described above. Kronick shall also take reasonable steps to keep the District informed of significant developments and to respond to the District's inquiries.

While the attorneys with whom District originally met may be primarily responsible for completing the work on District's matters, those attorneys may also delegate work to other attorneys, paralegals, law clerks, and office personnel within Kronick, if he or she determines that such delegation is appropriate in representation of District's interests. If the District so requests, the District will be consulted before any delegation is made.

Kronick may, with the District's prior consent, select and hire attorneys, investigators, consultants, and experts to assist in the preparation and presentation. While any such persons will report exclusively to Kronick to preserve the Attorney-District and Attorney Work Product privileges, they will be employed by the District.

Kronick will provide, at the District's request, a copy of this Agreement, and this Agreement shall be considered as a confidential document to the extent permitted by applicable law. Kronick is not obligated to perform any services for District until Kronick has received a signed original or copy of this Agreement for Legal Services from District.

B. District's Duties

District shall be truthful with Kronick, cooperate with Kronick, keep Kronick informed of developments related to the subject matter for which District has engaged Kronick, perform the obligations District has agreed to perform under this Agreement, pay invoices from Kronick in a timely manner, and keep Kronick apprised of his, her, or its address, telephone number, and whereabouts.

5. TERM

This Agreement shall commence on August 1, 2026, following final execution by the Parties and approval by the Board of Directors, and shall terminate on June 30, 2029.

At the District's sole option, this Agreement may be extended for up to four (4) additional one-year terms upon the same terms and conditions as set forth in this Agreement. The District may exercise any extension option by providing written notice to Kronick prior to the expiration of the then-current term. The District's Fire Chief, or their designee, is authorized to exercise any extension option provided under this Agreement on behalf of the District. No further action or approval by the Board of Directors shall be required to exercise such extension option. 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.

Upon expiration or termination of this Agreement, Kronick shall assist the District to ensure an orderly transfer of responsibility and/or continuity of those services required under the terms of the Agreement to a successor designated by the District. Kronick agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

6. COMPENSATION

For service performed in accordance with the Agreement, compensation shall be made to Kronick as provided in Exhibit B.

7. TAXES

Payment of all applicable federal, state, and local taxes incurred as a result of payments made pursuant to this Agreement shall be the sole responsibility of Kronick.

8. **INDEPENDENT CONTRACTOR**

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

Kronick 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.

Kronick 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 Kronick agrees to indemnify and hold District harmless from any and all liability which the District may incur because of Kronick's failure to pay such amounts.

In carrying out the work contemplated herein, Kronick 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 consultants and shall not be treated or considered in any way as officers, agents and/or employees of the District.

Kronick 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 Kronick is engaged.

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

9. **CONFLICT OF INTEREST**

Kronick covenants that it presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict with the performance of services required under this Agreement in any way contrary to Kronick's professional obligations under California Rules of Professional Conduct, Rule 1.7 and absent the District's informed written consent, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has an interest which is materially 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 Kronick from working for others as long as Kronick ensures that such work does not constitute a conflict of interest. Should any conflict, apparent, potential, or real, occur at the time of or after execution of this agreement, the District shall be so notified in writing as required by California Rules of Professional Conduct, Rule 1.7.

10. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, or actions, including all expenses, attorneys' fees, and other costs, caused by the negligent act or omission of the indemnifying party, its officers, employees, or agents arising out of work performed under this agreement. The indemnifying party shall not be liable for any claims, damages, liabilities, or actions caused by the sole negligence of the indemnified party. It is the intention of this provision that neither party shall be responsible for the negligent acts or omissions of the other party. In any case involving comparative negligence or fault where comparative indemnity has been apportioned, each party will bear the proportionate cost of any damages attributed to its conduct.

11. NON-DISCRIMINATION

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of Kronick. Accordingly, Kronick shall not discriminate on the basis of protected class status identified under state or federal law with respect to its employment practices.

12. LICENSE REQUIREMENT

At all times during the pendency of this Agreement, Kronick shall maintain all licenses required for an attorney to provide services for itself and all agents, employees, and persons required under this Agreement. In the event that any license or certification required by law is revoked, suspended, or inactive, Kronick shall immediately notify the District in writing. Failure of Kronick to maintain any license or certification required by law to provide the services under this Agreement shall constitute a material breach of this Agreement, entitling the District to terminate the Agreement immediately.

13. USE OF DISTRICT PROPERTY

Kronick shall not use District property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of Kronick's obligations under this Agreement. Kronick shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

14. INSURANCE

Within ten (10) calendar days following execution of this Agreement by the Parties, Kronick shall furnish to the District a certificate evidencing insurance coverage outlined below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of Kronick 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 that 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, \$100,000 per person, \$300,000 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: \$2,000,000 per claim and aggregate.

CYBER/NETWORK SECURITY & PRIVACY LIABILITY

- \$2,000,000 per claim

ADDITIONAL INSURED

The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds on Kronick's General Liability

as respects: liability arising out of activities performed by or on behalf of Kronick; products and completed operations of Kronick; or premises owned, occupied, or used by Kronick. The coverage shall contain no endorsed limitations on the scope of protection afforded to the District, its officers, directors, officials, employees, or volunteers.

PRIMARY & NON-CONTRIBUTORY

Coverage provided by Kronick shall be primary, and any insurance or self-insurance procured or maintained by the District shall not be required to contribute to it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

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 policyholder of said insurance policies. Kronick 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.

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

Certificates of Insurance shall be sent to:

Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
or
purchasing@metrofire.ca.gov

15. ACCESS, RETENTION, AND DESTRUCTION OF FILES

Kronick agrees to provide the District and its designee(s) access to all of Kronick's records related to this Agreement.

At the District's request, upon termination of services under this Agreement, Kronick will promptly release all of the District's papers and property (subject to any applicable protective orders or non-disclosure agreements) ("District Files"). The District may also request in writing that Kronick transfer the District Files to a third party. Kronick will release the District Files and make them available for pick-up locally. If needed, transportation or delivery of the District Files to another location will be arranged by the District, who will bear the

transportation costs in their entirety. Kronick is authorized to make a copy of the District Files prior to their release for Kronick's use.

If the District does not request the return of the District Files, Kronick will retain the District Files for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, Kronick may have the District Files destroyed.

16. RIGHT TO AUDIT

The District reserves the right to inspect and/or audit Kronick's books, accounts, and records related to the performance of this Agreement. Such inspections or audits may be conducted by the District or its authorized representatives at reasonable times during normal business hours upon providing 30 days' written notice to Kronick. The purpose of such inspections or audits is to ensure compliance with the terms of this Agreement and to verify the accuracy of Kronick's performance.

17. SYSTEM AND DATA SECURITY

For purposes of this Agreement, District Data means: All information, data, and other content, including Sensitive Information and other information, whether or not made available by the District or District agents, representatives or users, to Kronick or its employees, agents, representatives, or subcontractors, and any information, data, and content directly derived from the foregoing, including data reflecting user access or use. District Data is at all times exclusively owned by the District and shall not be reused, sold, transferred, or provided to anyone for any reason without the District's permission.

Kronick shall immediately inform the District in the event of improper release of District Data. For purposes of this Agreement, "Sensitive Information" includes, but is not limited to, trade secret information; documents marked as confidential; medical records; personnel records, home addresses and phone numbers of any person, social security numbers, credit card numbers, bank account numbers, or any other personally identifiable information protected by California law. Kronick shall bear full responsibility for ensuring that any product or service provided does not introduce, via any means, any spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or any other malicious code or mechanism designed to permit unauthorized access or recording of District Data, or which may restrict any authorized user's access to or use of District Data. Kronick shall not use for financial gain, disclose, or make other improper use of District Data or Sensitive Information that is acquired in connection with the Agreement. All financial, statistical, personal, technical, or other data and information relative to a party's or another entity's operations, which are designated confidential by a party and made available to the other party in order to carry out the Agreement, shall be protected by the receiving party from unauthorized use and disclosure.

18. ANTI-CORRUPTION/ANTI-FRAUD

Each Party (District and Kronick) agrees not to make, authorize, offer, or promise to make or give any money or any other thing of value, directly or indirectly, to any current or former government official or employee, candidate for political office, or an official of a political party, or any employee, director or Kronick of a non-government District or potential District, for the purpose of securing any improper or unfair advantage or obtaining or retaining

business in connection with the activities contemplated hereunder or for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Agreement. Each Party agrees to immediately notify the other of any request that it receives to take any action that might constitute, or be construed as, a violation of the anti-corruption and anti-bribery laws.

Kronick shall desist and shall ensure that each of its employees and agents desist from all practices that may lead to penal liability due to fraud or embezzlement, bribery, acceptance of bribes, or other corruption crimes on the part of persons employed by Kronick or its subcontractors or agents. Kronick warrants that it has not committed any of the aforementioned acts nor has it been the subject of any relevant investigation or inquiry.

19. CONFIDENTIALITY AND PROPRIETARY RIGHTS

Kronick agrees that any information, whether proprietary or not, made known to or discovered by it 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. Kronick agrees to immediately notify the District if Kronick is requested to disclose to others any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflicts of interest and future service provisions and limitations shall remain fully effective for five (5) years after Kronick's termination of services to the District hereunder.

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

20. DISCLAIMER OF GUARANTEE OR TAX ADVICE

By signing this Agreement, the District acknowledges that Kronick has made no promises or guarantees to the District about the outcome of the District's matter, and nothing in this Agreement shall be construed as such a promise or guarantee. Unless expressly set forth in Section 3 of this Agreement, Kronick has not been retained to provide, and will not provide any tax advice to the District.

21. TERMINATION / DISCHARGE AND WITHDRAWAL

The District may terminate this Agreement and discharge Kronick at any time upon written notice to Kronick. Kronick may withdraw from representation of the District (a) with the District's consent, (b) upon court approval, (c) if no court action is pending, for good cause upon reasonable notice to the District, or (d) as otherwise permitted by the California Rules of Professional Conduct or other applicable law. Good cause includes the District's breach of this Agreement, the District's refusal to cooperate with Kronick or to follow Kronick's advice of a material matter, or any other fact or circumstance that would render Kronick's continuing representation unlawful or unethical.

If a court action, arbitration, or other judicial proceeding is pending, the District shall promptly deliver to Kronick a signed substitution of counsel form at Kronick's request.

22. LEGAL ACTION UPON DEFAULT

If the District does not pay the balance when due, or if the District breaches any other term of this Agreement, Kronick may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due. The District agrees to pay interest at the rate allowed for public entities under California law. The District shall be in default if it fails to pay any invoice within 30 days of the date on the invoice.

Client and Kronick agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Sacramento. Client and Kronick consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

23. ARBITRATION OF FEE DISPUTE

If a dispute arises between Kronick and the District regarding attorneys' fees or costs under this Agreement and Kronick files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, the District will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206.

24. 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.

25. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and the Request for Proposal (RFP) 26-03 and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between District and Kronick 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.

26. 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.

27. 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.

28. 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 Kronick 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.

Kronick 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.

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

29. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing via email.

Addresses for the purpose of giving notice are as follows:

To: DISTRICT: Sacramento Metropolitan Fire District
Attn: Office of the Fire Chief
ofc@metrofire.ca.gov

To: KRONICK: Kronick, Moskovitz, Tiedemann & Girard
Attn: Ian B. Sangster
isangster@kmtg.com

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

30. 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

KRONICK, MOSKOVITZ, TIEDEMANN
& GIRARD

By: _____
Signature

Name: Adam A. House

Title: Fire Chief

Date: _____

By: _____
Signature

Name: Ian B. Sangster

Title: Kronick, Moskovitz, Tiedemann & Girard

Date: _____

EXHIBIT A Scope of Services

The scope of services to be provided by Kronick shall include the following activities as needed to meet the District's goals.

The scope of services under this Agreement consists of:

- General Counsel services identified in RFP 26-03;
- Kronick's proposal commitments related to General Counsel services;
- The supplemental services identified in this Exhibit, including governance and administrative support, legislative and regulatory monitoring, Board governance and compliance training, and policy and procedure support; and
- Other General Counsel services requested by District and accepted by Kronick pursuant to this Agreement.

RFP 26-03 and Kronick's proposal in response thereto are incorporated herein by reference solely to the extent they relate to the General Counsel services authorized under this Agreement. Any portions of RFP 26-03 or Kronick's proposal relating to other legal service practice areas are expressly excluded unless incorporated by a subsequent written amendment executed by the Parties.

Supplemental Services

1. Governance and Administrative Support

- Development and maintenance of standardized contract templates for commonly used District agreements to support consistency, efficiency, and risk management.
- Onboarding and orientation support for new Fire Chiefs, Board members, executive leadership, and appropriate staff regarding governance practices, District legal processes, and public agency compliance requirements.
- Governance, legal, and compliance-related staff training, as reasonably requested by the District.

2. Legislative and Regulatory Monitoring

- Annual legislative and regulatory updates to the Board of Directors, executive leadership, and appropriate staff, in written and/or presentation format, summarizing significant statutory, regulatory, and case law developments affecting the District, along with recommended policy, procedural, or operational considerations.

3. Board Governance and Compliance Training

- Annual governance and compliance training for Board members and appropriate staff related to, but not limited to:
 - Brown Act compliance
 - Public Records Act requirements
 - Conflicts of interest
 - Ethics requirements
 - Public agency governance responsibilities

- Emerging legal issues affecting public agencies

4. Policy and Procedure Support

- Assistance with policy and procedure review and development, as requested by the District.

5. Administrative Coordination Protocol

- Kronick shall coordinate routine administrative legal matters through the Office of the Fire Chief, Administrative Services Office (ASO), which shall serve as the District's primary point of contact for legal matters unrelated to personnel, labor relations, or other confidential Human Resources matters.

Administrative coordination responsibilities may include, but are not limited to:

- Intake, routing, tracking, and prioritization of legal matters and requests;
- Coordination of contract, policy, governance, and other legal document review and development;
- Distribution of legal guidance, opinions, and related correspondence; and
- Other administrative activities necessary to facilitate the efficient delivery of legal services to the District.

Unless otherwise directed by the Fire Chief or designee, routine administrative communications regarding legal matters shall be coordinated through the ASO. Nothing in this section shall prohibit direct communications between Kronick and District personnel when necessary to provide legal services efficiently; however, Kronick shall keep the ASO reasonably informed regarding the status of significant legal matters and ongoing projects.

Human Resources-related legal matters, labor relations matters, personnel investigations, disciplinary matters, employment litigation, and other confidential personnel matters shall continue to be coordinated directly through Human Resources leadership, designated labor counsel, the Fire Chief, or other designated executive staff, as appropriate, due to the sensitive and confidential nature of such matters.

EXHIBIT B
Payment Terms

The total compensation for services provided shall not exceed the total fees outlined in the payment terms below.

1. COMPENSATION

A. General Counsel Schedule of Rates

District agrees to pay for legal services at the rates set forth in the Schedule of Rates below. Kronick's fees will be calculated based on those hourly rates, billed in increments of 1/10th hour for the legal staff involved, multiplied by the hours devoted on the District's behalf. These rates are subject to an automatic annual adjustment, as set forth in the Schedule of Rates.

Kronick will charge for all time worked on a matter, including time waiting in court and time spent in meetings.

KRONICK'S GENERAL COUNSEL SERVICE RATES

Shareholders/Of Counsel	\$350
Senior Counsel	\$320
Associate	\$290
Paralegal	\$225
Law Clerk	\$250

KRONICK'S SPECIAL COUNSEL SERVICE RATES

Shareholders/Of Counsel	\$445-500
Senior Counsel	\$400-440
Associate	\$305-400
Paralegal	\$190-285
Law Clerk	\$225-295

B. Rate Adjustments

Kronick's rates increase annually on July 1 of each year, beginning July 1, 2027, by the lesser of five percent (5%) or the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, for the preceding twelve-month period, rounded to the nearest \$5. Any increase above such amount shall require approval by the District's Board of Directors.

Any approved rate adjustment shall require written approval by the District and shall be documented through an amendment to Exhibit B. The Fire Chief or designee is authorized to approve rate adjustments that do not exceed the limits established in this section.

C. Travel Time

Travel time within Sacramento County shall not be billed. Travel time outside of Sacramento County may be billed on a portal-to-portal basis unless otherwise agreed to in writing.

2. COSTS AND EXPENSES

A. Payment of Major Costs and Expenses

Whenever practical, District shall directly pay for major costs and expenses in addition to Kronick's fees, either by advancing such costs or expenses to Kronick or by paying third parties directly. Upon demand, District shall advance funds to Kronick or directly pay third parties, as specified by Kronick.

B. Reimbursable Costs and Expenses

In all other cases, District shall reimburse Kronick for all reasonable and necessary costs and expenses incurred by Kronick, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court and deposition reporters' fees, jury fees, witness fees, messenger and other delivery fees, postage, printing/photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, mediator fees, arbitrator fees, special master fees and other costs and expenses.

C. Overtime Premium Expenses

In cases involving short deadlines and large volumes of documents, actual overtime expenses incurred on District's time-sensitive matters by Kronick's document clerks and paralegals will be billed as expenses. Such expenses shall be limited to overtime premiums only and shall not include compensation for regular work hours otherwise billed through Kronick's standard rates.

D. Itemization of Costs and Expenses

Kronick shall submit monthly invoices itemizing all fees, costs, and expenses incurred during the billing period, including the names of the attorneys, paralegals, and clerks whose time is billed, the services performed, the time charged for each matter, the applicable hourly rate, and the resulting fee calculation. Kronick shall itemize all costs and expenses incurred on each invoice. Supporting documentation for reimbursable expenses shall be provided upon request.

3. GENERAL PAYMENT TERMS

A. Invoices shall be provided to the District for fees, costs, and expenses incurred every month.

B. Invoices shall be sent electronically to the Office of the Fire Chief at ofc@metrofire.ca.gov.

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

D. Disputed Invoices

District shall promptly review all invoices submitted by Kronick and communicate any objections, questions, or concerns regarding the invoice contents within a reasonable time after receipt. If District disputes any portion of an invoice, District shall notify Kronick of the disputed amount and the basis for the dispute. District shall timely pay all undisputed amounts. The Parties shall work in good faith to resolve any disputed invoice amounts as promptly as practicable.

4. ADDITIONAL SERVICES

Any services requested by District that are outside the Scope of Services set forth in Exhibit A and mutually agreed upon by the Parties shall be performed subject to the terms and conditions of this Agreement and shall be billed at the rates set forth in Exhibit B, unless otherwise agreed to in writing by the Parties.

Notwithstanding the foregoing, additional legal service practice areas identified in RFP 26-03 and not included in Exhibit A may only be added to this Agreement through a written amendment executed by the Parties.



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES

WHEREAS, the Sacramento Metropolitan Fire District ("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, on May 28, 2026, the Board of Directors adopted Resolution No. 2026-027 awarding Request for Proposals ("RFP") 26-03 for General Counsel Services to Kronick Moskowitz Tiedemann & Girard and authorized the Fire Chief, or designee, to negotiate the terms and conditions of a Professional Services Agreement, subject to subsequent Board approval prior to execution; and

WHEREAS, District staff has completed negotiations with Kronick Moskowitz Tiedemann & Girard, and the proposed Professional Services Agreement is consistent with the scope of services and requirements established in RFP 26-03.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District does hereby approve the Professional Services Agreement with Kronick Moskowitz Tiedemann & Girard for General Counsel services and authorize the Fire Chief, or designee, to execute and administer the Agreement on behalf of the District.

PASSED, APPROVED, AND ADOPTED this 9th day of July, 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT, HEREBY CERTIFY that the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board



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: July 9, 2026

TO: Board of Directors

SUBJECT: Adopt Resolution – Non-Safety Senior Management, Management and Unrepresented Confidential Employees

TOPIC

Consider Adopting a Resolution approving revisions to the District's Non-Safety Senior Management, Non-Safety Management, and Unrepresented Confidential Employees.

BACKGROUND

As part of a recent California Public Employees' Retirement System (CalPERS) audit and subsequent compensation review, staff identified the need to clarify certain provisions governing longevity pay and the Continuing Education Incentive program within the Non-Safety Senior Management, Non-Safety Management, and Unrepresented Confidential Employees Resolution.

The proposed revisions are intended to provide administrative clarity, support consistent application of compensation programs, and maintain compliance with applicable statutes, regulations, and reporting requirements.

DISCUSSION

The District currently provides longevity pay as an incentive recognizing employees for extended service. Under the existing language, longevity pay eligibility was based on continuous service with the District. However, separate personnel policies addressing reinstatement and seniority created ambiguity regarding how prior service should be treated for employees who separated and later returned to District employment.

First, the longevity pay article will be revised to include an effective start date. Because the compensation provisions are adopted by resolution rather than through a full Memorandum of Understanding with defined beginning and ending dates, adding a start date to the longevity pay article provides the specificity required for CalPERS review and reporting purposes. Additionally, to address the issues identified during the CalPERS audit, staff worked with CalPERS representatives to develop revised language that clearly defines how longevity pay eligibility will be calculated. The proposed revisions establish a standardized service date methodology, clarify the treatment of reinstated employees, define continuous service, and

ensure longevity pay eligibility is applied consistently among employees within the same group or class.

In addition, staff reviewed the District's Continuing Education Incentive provisions as part of a member compensation review. That review identified the need to clarify that qualifying educational achievements must enhance an employee's ability to perform the duties of their position and that the incentive must be administered in a routine and consistent manner. The proposed revisions incorporate this language to better align the incentive with applicable CalPERS requirements for reportable compensation and to provide clear administrative guidance for future application of the program.

FISCAL IMPACT

The proposed changes do not create new compensation benefits or increase existing compensation levels. Rather, they clarify eligibility requirements, improve consistency in administration, and strengthen the District's compliance with applicable CalPERS statutes, regulations, and reporting requirements.

RECOMMENDATION

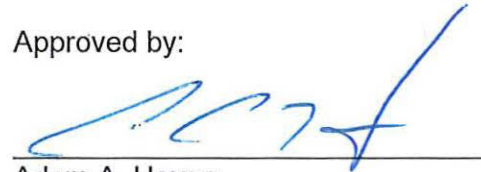
Adopt the Resolution approving revisions for Non-Safety Senior Management, Management, and Unrepresented Confidential Employees and authorizing implementation of the revised language.

Submitted by:



Joseph Fiorica
Deputy Chief, Administration

Approved by:



Adam A. House
Fire Chief

ATTACHMENTS:

Attachment 1: Resolution - Non-Safety Senior Management, Management, and Unrepresented Confidential Employees



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

RESOLUTION NO. 2026-XXX

A RESOLUTION AFFECTING NON-SAFETY SENIOR MANAGEMENT, MANAGEMENT, and UNREPRESENTED CONFIDENTIAL EMPLOYEES

Adopted by the Board of Directors of the SACRAMENTO METROPOLITAN FIRE DISTRICT

On July 9, 2026

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District (Board) recognizes the importance of codified provisions relating to wages, hours, and other terms and conditions of employment to employees who are not members of recognized bargaining groups; and

WHEREAS, this resolution supersedes Resolution No. 2024-064, a Resolution Affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees, adopted by the Board of Directors of the Sacramento Metropolitan Fire District on February 22, 2024, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees; and

WHEREAS, the Board wishes to clarify and modify the wages and benefits available to Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
SACRAMENTO METROPOLITAN FIRE DISTRICT:**

1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. Non-Safety Senior Management employees include any person employed in, or assigned to, the following classifications:

Chief Financial Officer
Chief Development Officer

- B. Non-Safety Management employees include any person employed in, or assigned to, the following classifications:

Director of Information Technology
Chief Human Resources Officer

Economic Development Manager
Facilities Manager
Finance Manager
Payroll Manager
Fleet Manager
Logistics Manager
Communications Manager
CQI Manager
Grant / Economic Development Coordinator
Assistant Logistics Manager
Assistant Fleet Manager

- C. Non-Safety Unrepresented Confidential employees who are FLSA exempt include any person employed in, or assigned to, the following classifications:

Network Systems Engineer
Computer Systems Supervisor
Purchasing Agent
Accounting Supervisor
Human Resources Analyst I
Human Resources Analyst II
Facilities Supervisor
Payroll Supervisor
Administrative Analyst
Business Application Analyst
Payroll Analyst
Financial Analyst
Board Clerk
Office Manager
Workers' Compensation Coordinator
Executive Assistant to the Fire Chief
Procurement Specialist
Accounting Specialist
Payroll Specialist
Administrative Specialist
Data Analyst
Legislative Analyst
Grant Specialist

- D. Non-Safety Unrepresented Confidential employees who are FLSA non-exempt include any person employed in or assigned to the following classifications:

Network Systems Administrator
Database Technician
Computer Systems Technician
Warehouse Supervisor
Health & Wellness Program Manager
Help Desk Technician

2. FLSA STATUS & BUSINESS HOURS

- A. All Non-Safety Senior Management, Non-Safety Management, Non-Safety Unrepresented Confidential Employees are exempt from Fair Labor Standards Act (FLSA) over time requirements and are therefore paid a salary, with the exception of those classifications listed above in Section 1 (D), which are non-exempt and subject to compensation for overtime.
- B. For non-exempt employees, all hours worked in excess of the employee's regularly scheduled hours shall be compensated at the rate of one and one-half times the employee's base wage exclusive of incentives. CTO hours will be compensated at the employee's base hourly compensation rate, including incentives.

Effective each employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining District overtime.

- C. Employees are responsible for keeping their supervisors apprised of their work schedules and location. Employee's work schedule must satisfy work place requirements as determined by their supervisor.

3. ADMINISTRATIVE LEAVE

In express recognition of being "exempt" under the provisions of Federal and State Law, each Senior Management, Management, and Exempt Unrepresented Confidential employee (those listed in sections 1(A)-(C) above) shall receive eighty (80) hours of Administrative Leave each January 1st, subject to a 80-hour maximum accrual in the Administrative Leave Bank. Employees hired or promoted on a day other than January 1st shall have their accrual of Administrative Leave for that year adjusted on a pro-rata basis. Any hours remaining in the Administrative Leave Bank as of December 31st will roll over to the next year and will reduce the January 1st earning such that the 80-hour maximum accrual will not be exceeded. These hours shall not be credited at a later date, even if the balance subsequently falls below hours. Administrative Leave is not eligible for any sell back opportunities. At the time of termination or retirement, any unused Administrative Leave in the employee's account shall be paid off at the employee's total hourly rate of pay, inclusive of all incentives.

4. COMPENSATION

For the term covering January 1, 2023 through December 31, 2024, employees covered by this Resolution are subject to the following wage increases.

Effective the first full pay period in January 2023, employees will receive 5.0% base wage increase. The monthly wage scale below includes this base wage increase.

The Fire Chief on an annual basis shall grant step increases after a successful evaluation. The Fire Chief is granted the authority to withhold step increases; however, those affected employees may request reconsideration by the Board.

The pay scale applicable to employees covered by this resolution is reflected in the salary table below:

Salary Table Reflecting 2023 Monthly Pay Scale:

MONTHLY BASE PAY	Step 1	Step 2	Step 3	Step 4	Step 5
Chief Financial Officer				17,772.73	18,658.22
Chief Development Officer				17,772.73	18,658.22
Director of IT	11,943.09	12,536.93	13,160.82	13,816.11	14,504.13
Chief Human Resource Officer	11,239.75	11,798.33	12,385.00	13,001.22	13,647.01
Finance Manager	10,689.60	11,220.84	11,778.80	12,364.85	12,979.04
Economic Development Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Facilities Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Fleet Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Logistics Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Communications Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
CQI Manager	9,859.49	10,348.66	10,862.71	11,402.93	11,969.24
Grant / Economic Dev Coord.	9,735.24	10,219.20	10,726.68	11,260.34	11,820.15
Assistant Logistics Manager	8,841.89	9,281.38	9,741.80	10,225.74	10,733.22
Assistant Fleet Manager	8,841.89	9,281.38	9,741.80	10,225.74	10,733.22
Network Systems Engineer	9,554.75	10,029.55	10,527.87	11,051.07	11,600.40
Computer Systems Supervisor	8,979.24	9,425.25	9,893.50	10,385.30	10,900.64
Network Systems Administrator	8,639.16	9,068.19	9,518.11	9,990.29	10,486.00
Database Technician	8,149.97	8,554.16	8,979.24	9,425.25	9,893.50

Purchasing Agent	8,369.73	8,784.33	9,219.91	9,677.69	10,157.71
Accounting Supervisor	8,149.97	8,554.16	8,977.93	9,423.95	9,892.21
Payroll Supervisor	8,149.97	8,554.16	8,977.93	9,423.95	9,892.21
Human Resources Analyst II	7,994.33	8,390.64	8,806.59	9,243.42	9,702.57
Facilities Supervisor	7,884.47	8,275.53	8,686.25	9,117.89	9,570.44
Administrative Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Business Application Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Payroll Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Financial Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Data Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Legislative Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Board Clerk	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Human Resources Analyst I	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Workers Compensation Coordinator	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Office Manager	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Executive Assistant to the Fire Chief	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Grant Specialist	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Procurement Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Accounting Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Payroll Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Administrative Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Computer Systems Technician	5,966.95	6,262.58	6,571.24	6,896.96	7,238.32
Warehouse Supervisor	5,897.64	6,189.30	6,495.39	6,817.15	7,154.61

Health & Wellness Program Manager	5,586.35	5,862.33	6,152.70	6,457.46	6,776.61
Help Desk Technician	4,690.38	4,921.92	5,163.89	5,418.96	5,687.08

The pay scale reflects base pay and is exclusive of incentives.

Effective January 1, 2024, employees will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 base wage increase will be governed by the following chart:

FY 2023/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% to 4.4%	1.0%
4.5% to 5.4%	2.0%
5.5% or more	3.0%

Effective January 1, 2025, employees will receive a base wage increase based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2024/25 Combined Tax Rolls compared to the FY 2023/24 Combined Tax Rolls. The amount of the January 1, 2025 equity adjustment will be governed by the following chart:

FY 2024/25 Net Taxable Value Increase	2025 Equity Adjustment
1.49% or less	0%
1.5% to 2.49%	1.0%
2.5% to 3.49%	2.0%
3.5% to 4.49%	3.0%
4.5% or more	4.0%

5. UNIFORM ALLOWANCE

Uniform allowance is included in base pay.

6. PAID TIME OFF (PTO)

- A. Employees shall accrue Paid Time Off (PTO) as shown in the schedule below. The hours shown reflect full-time employment. PTO shall be credited monthly on the last day of the month. Employees hired on a day other than the first of the month shall have their accrual of PTO for that month adjusted on a pro-rata basis. Accrual steps are as follows:

Months of Continuous Service with the District	Accrual Rate	Maximum Accrual Balance
1 to 24	245.16 hours/year (20.43 hours/month)	408.60 hours
25 to 60	279.48 hours/year (23.29 hours/month)	465.80 hours
61 to 120	293.16 hours/year (24.43 hours/month)	488.60 hours
121 to 180	305.16 hours/year (25.43 hours/month)	508.60 hours
181 to 240	353.16 hours/year (29.43 hours/month)	588.60 hours
241 or more	377.16 hours/year (31.43 hours/month)	628.60 hours

- B. Employees' use of PTO normally must be approved in advance by their supervisor. Partial day use of PTO is allowed with approval of supervisor.
- C. At the time of termination or retirement, any unused PTO in the employee's account shall be paid off at the employee's hourly rate of pay.
- D. Maximum Accrual. The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not earn additional PTO leave time until the employee's balance is below the twenty (20) month maximum. In no event shall the District be required to pay an employee more than the maximum accrual.
- E. PTO Sell-back:

At the option of the employee, and with the approval of the Fire Chief, employees may sell back up to a maximum of one hundred and twenty (120) hours of PTO leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

7. HOLIDAYS

The District shall observe official holidays in accordance with the following designated holiday schedule. The District's offices may be closed on observed days for designated holidays and employees who would otherwise have worked on such days shall utilize PTO, unless otherwise mutually agreed to by the Fire Chief or his designee and the employee. The designated holidays shall be as follows:

- | | | |
|----|-----------------------------|--------------------------------|
| 1. | New Year's Day | (Jan. 1) |
| 2. | Martin Luther King, Jr. Day | (3 rd Mon. in Jan.) |
| 3. | Lincoln's Birthday | (2 nd Mon. in Feb.) |

4.	Washington's Birthday	(3 rd Mon. in Feb.)
5.	Memorial Day	(last Mon. in May)
6.	Independence Day	(July 4)
7.	Labor Day	(1 st Mon. in Sept.)
8.	Veteran's Day	(Nov. 11)
9.	Thanksgiving Day	(4 th Thurs. in Nov.)
10.	Day After Thanksgiving	
11.	Christmas Eve	(Dec. 24)
12.	Christmas Day	(Dec. 25)

- A. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

8. BEREAVEMENT LEAVE

Employees shall be allowed up to five (5) work days off with pay, in the event of death in the immediate family. For the purposes of this section, immediate family includes the employee's spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives. This leave shall not be deducted from sick leave or PTO leave. However, accrued leave and/or a leave of absence may also be available if additional time away is required and can be accommodated by the District.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

9. SICK LEAVE

- A. Employee's accumulation and disposition of sick leave shall be as follows:
1. Personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
 2. Sick leave shall be accrued and recorded at the end of each month, and such leave shall be accumulated on an unlimited basis.
- B. Sick leave may be used for any of the reasons outlined in the District's Sick Leave Policy.
- C. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. PTO accrual, 3. CTO accrual, 4. Donated leave pursuant to District policy, 5. Unpaid leave status.

D. Employees shall use due diligence in reporting the foreseeable and unforeseeable need to use sick leave, as outlined in the District's Policies Manual. When the use of such leave is unforeseeable, the employee shall report the need for leave by 0815 hours.

E. Employees may be compensated by the District for accrued, unused sick leave subject to the following conditions:

1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have "banked" the required number of hours in their "A" bank.

The "A" Bank must contain at least 567 hours, with measurement made as of each June 30 and notification to the employee no later than September 30.

2. The employee at his/her sole option, must notify the District no later than November 15 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a letter provided by the District. Failure to submit the request through the District's ESS system by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year

3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.

4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.

5. Relinquishment shall be at the employee's sole option.

6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement;

7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.

F. At the employee's option, upon service retirement or disability retirement, the District will pay off up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.

The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within 30 days will result in all unused sick leave being reported to the Public Employees' Retirement System (PERS) as additional service credit.

1. The total compensation to be made is that accrued sick leave in the employee's account at the employee's total hourly rate of pay, inclusive of all incentives.
2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the Public Employee's Retirement System Law, which reads as follows:

A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by his or her employer.

10. CHILD BIRTH DISABILITY LEAVE

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

11. HEALTH BENEFITS

A. Dental

The District shall, subject to availability, provide full-time employees and dependents with a dental plan. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.

B. Vision Care Plan

The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month per employee toward the cost of the District's plan.

C. Medical

For employees or retirees who are enrolled the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium cap. These contribution amounts will be effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1.

The premium cap will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:
 - 1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
 - 2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
 - 3. Dependent care reimbursement;
 - 4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and
 - 5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.
- G. The District shall continue to provide each miscellaneous employee participating in the PERS retirement plan for a paid long-term disability benefit plan at least equal to the current plan. Specific provisions and conditions of such benefits are contained in and available to applicable employees, in the plan document.

H. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.

I. Transition Coverage

1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.
4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

J. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:

"...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board."

2. Except for employees retiring for service connected disability, all new employees hired after March 25, 2011 and retiring from the District will obtain five percent (5%) credit per year towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District.

- K. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined in paragraph 10(C) above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

12. RETIREMENT BENEFITS

A. Employees shall make PERS member contributions as follows:

1. For employees who do not meet the definition of a "new member" under PEPRRA ("classic miscellaneous members"), the full member's PERS contribution shall be eight percent (8%) of the employee's compensation reported to PERS.
2. For employees who meet the definition of a "new member" under PEPRRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.

B. Specified Benefits

Upon meeting the statutory requirements, all employees shall be covered by the Public Employee's Retirement System (PERS). The District's contract with PERS includes the following provisions:

1. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.
2. One-half Continuance Benefit;
3. All remaining accumulated sick leave in the employee's account may, upon retirement, be applied for retirement credit under the provisions of Section 20965 of the California Government Code;
4. Benefit Levels:
 - 1) Classic Miscellaneous members' shall be three percent (3%) at age sixty (60).
 - 2) Employees who qualify as "new members" under PEPRRA, shall be two percent (2%) at age 62.
5. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow

for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis.

13. SALARY CONTINUATION

An employee who is classified as a Miscellaneous (non-public safety) Employee and who is injured or disabled in the performance of his or her duties shall be entitled to injury leave with full pay and benefits for up to three (3) months from the date that injury leave commences should disability continue for that period. If an employee's disability is not permanent and stationary at the end of the three (3) months, the employee may use accrued leave or accrued Short Term Disability benefits on a coordinated basis with any workers' compensation up to full pay. When this option is used, any benefits from workers' compensation shall be assigned to the District with the leave used charged on a pro-rata share. Employment benefits will be maintained for such employees while receiving workers' compensation benefits whether or not such benefits are supplemented by other District leave benefits.

14. EDUCATION INCENTIVES

A. Accreditation Standards

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a recognized institution of education.

The same language is applicable for those who submit for an incentive that is "commensurate" with the knowledge and abilities of the job position held. The degree must have been obtained through a recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case by case basis

- B. Employees who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.

Fire Chief or designee shall have sole discretion in determining education certificate programs that qualify. Human Resources shall track approved education courses and appropriate incentives.

- C. Employees who possess one or more Associate Degrees shall receive an additional six and one-half percent (6.5%) of base pay for the degree(s). Multiple degrees will not result in more than 6.5%.

- D. The above referenced Certification Programs and Degrees (Paragraphs 13(B) through 13(D)) combined shall not exceed seven percent (7%) of base pay.
- E. Employees who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional ten and one-half percent (10.5%) of base pay.
- F. The maximum amount an employee may receive in educational incentives and allowance is ten and one-half percent (10.5%) of base pay.
- G. Senior Non-Safety Management employees are excluded from this provision and are not entitled to any Education incentives or Continuing Education (CE) incentives.
- H. Unrepresented Management and Confidential employees covered by this Resolution (employees described by Paragraphs 1(B) through (C)) shall be eligible for Continuing Education (CE) incentive under the following conditions:

1. Purpose and Eligibility

An employee may receive a Continuing Education Incentive equal to five percent (5%) of base pay by completing routine and consistent continuing education. Base pay shall mean the employee's regular hourly rate of pay, exclusive of overtime, specialty pays, incentives, or other premium compensation. The purpose of the Continuing Education Incentive is to encourage employees to participate in continuing education and professional development activities that enhance the employee's knowledge, skills, abilities, and overall capacity to perform the duties of their assigned position. The Continuing Education Incentive shall be uniformly applied to all employees within eligible classifications who satisfy the requirements of this section.

2. Annual Continuing Education Requirement

In order to qualify for pay pursuant to this provision, eligible employees must successfully complete no less than twenty-four (24) hours of District approved continuing education, training, coursework, seminars, certifications, workshops, or other professional development activities during each annual qualification period. The annual qualification period shall be the twelve-month period beginning January 1 and ending December 31 of each calendar year. Eligibility for the Continuing Education Incentive shall be determined based upon continuing education completed during the applicable annual qualification period. Approved training shall be directly related to the employee's job duties and shall enhance the employee's ability to perform the functions of the employee's classification.

3. Evaluation and Approval Process

The District shall maintain a formal and standardized process for evaluating and approving continuing education activities. To qualify for the Continuing

Education Incentive, courses, programs, certifications, or other educational activities must be determined by the District to:

- i. Be reasonably related to the employee's current job duties, classification, or professional responsibilities;
- ii. Enhance the employee's ability to perform assigned job functions;
- iii. Improve professional knowledge, technical skills, operational effectiveness, regulatory compliance, public safety, leadership, management, or other competencies relevant to District operations; and
- iv. Be available for approval under standards applied uniformly to all employees within eligible classifications.

The District's approval process shall be administered consistently and without arbitrary discretion. Documentation requirements and approval criteria shall be communicated to all eligible employees.

4. Payment of Incentive

Employees who satisfy the requirements of this section shall receive a Continuing Education Incentive equal to five percent (5%) of base pay. The Continuing Education Incentive shall be paid monthly as part of the employee's regular paycheck and shall be separately identified from the employee's regular pay rate. The Continuing Education Incentive shall be paid only while the employee continues to satisfy the eligibility requirements contained in this section.

5. Loss and Reestablishment of Eligibility

An employee who fails to complete the required continuing education hours during an annual qualification period shall cease to be eligible for the incentive in the subsequent year until the requirements have again been satisfied and verified by the District. An employee who loses eligibility for the Continuing Education Incentive may reestablish eligibility by completing the required twenty-four (24) hours of District approved continuing education and providing satisfactory documentation to the District. Upon verification by the District that all requirements have been satisfied, the Continuing Education Incentive shall become effective on the first day of the month following verification and shall continue thereafter in accordance with the provisions of this section.

6. CalPERS Reporting

The parties acknowledge that the Continuing Education Incentive is intended to qualify as Educational Incentive Pay and shall be administered in accordance with applicable provisions of the Public Employees' Retirement Law (PERL), Government Code section 20636, and applicable California Code of Regulations provisions governing special compensation. To the extent permitted by applicable law and regulation, the Continuing Education Incentive shall be reported to CalPERS as special compensation and shall not be included in the employee's payrate. The District shall report the incentive in accordance with applicable CalPERS reporting requirements for Educational Incentive Pay.

15. STANDBY PAY

- A. Tech Services personnel assigned to be on stand-by shall be paid four hundred dollars (\$400.00) per week or the daily pro-rate in addition to regular compensation and twelve (12) hours of PTO credit for duty on New Year's Day, 4th of July, Thanksgiving Day, and Christmas Day. The normal deduction of eight (8) hours PTO for holidays shall not apply. Stand-by pay will be added to the overtime compensation regular rate of pay calculation.

16. AT-WILL EMPLOYMENT – SENIOR MANAGEMENT AND MANAGEMENT EMPLOYEES

All Senior Management and Management employees are employed at-will, meaning that the Fire Chief has the right to terminate employment at any time, for any reason, and with or without cause for any reason and/or notice.

At-will employees in management or senior management positions who are terminated without cause shall receive either a six (6) month severance at the time of termination, or reassignment to their previous position through exercise of Bump Back rights so long as the reassignment does not violate the terms of any existing Collective Bargaining Agreement, Memorandum of Understanding, or other agreement applicable to that position. The decision shall be at the sole discretion of the Fire Chief, and in no case shall these options be available in the event the Fire Chief, in his sole discretion, determines good cause exists for the termination.

Nothing stated herein shall effect the at will status of any management or senior management employee.

16. PROBATIONARY PERIODS AND NON-AT-WILL EMPLOYMENT – CONFIDENTIAL EMPLOYEES

LENGTH OF NEW HIRE PROBATIONARY PERIOD

To enable the Fire Chief to exercise sound discretion in filling positions within the District, no appointment for employment in any position in the District shall be deemed final until after the expiration of a period of twelve (12) calendar months probationary service in full duty status. Absences, light duty, modified duty, and any other assignment other than full duty status shall not count towards this twelve (12) month period of time. During this probationary period, the Fire Chief may cancel the employment or appointment without right of appeal with respect to the reasons for cancellation.

LENGTH OF PROMOTIONAL PROBATIONARY PERIOD

Employees promoted in classification shall not be deemed final until after the expiration of six (6) calendar months probationary service, with the Fire Chief's discretion to extend up to an additional six (6) months.

Absences, light duty, modified duty, and any other assignment other than full duty status shall not count towards the initial six (6) month probationary period or an extension ordered at the Fire Chief's discretion.

During this probationary period, the Fire Chief may cancel the employment or appointment without right to appeal.

NON-AT-WILL EMPLOYMENT

Upon completion of the probationary period, confidential employees do not serve at will, and may be disciplined or discharged only for cause. The causes for discipline and procedure for imposing or appealing from such discipline shall be as set forth in the Districts Discipline Policy.

17. LONGEVITY PAY

- A. Effective May 1, 2016 Senior Non-Safety Management, Non-Safety Management and Unrepresented Confidential employees shall receive longevity pay incentives based on years of continuous service with the District, as reflected on the District's longevity pay roster. Longevity pay shall be calculated as a percentage of the employee's base salary and applied as follows:

10 years of continuous service: 2% of base salary
15 years of continuous service: 4% of base salary
17 years of continuous service: 6% of base salary
20 years of continuous service: 9% of base salary
25 years of continuous service: 12% of base salary

The total longevity pay incentive shall not exceed twelve percent (12%) of base salary.

- B. Longevity Pay Service Date

The longevity pay roster shall list each employee's service date, which will be used to determine eligibility for longevity pay. Except as provided below, the service date shall be the employee's initial hire date, and only consecutive years of service with the District, regardless of rank held during those years, shall count toward longevity pay eligibility.

Employees who separate from District employment and are subsequently reinstated shall receive an adjusted service date for purposes of calculating longevity pay. The adjusted service date shall credit the employee for prior District service while excluding the period of separation. The adjusted service date will be reflected on the longevity pay roster and used to determine the employee's longevity pay eligibility.

Example: An employee hired on November 1, 2005, who separated on March 2, 2016, and was reinstated on March 3, 2017, would receive an adjusted service date of November 2, 2006, reflecting prior service with the one-year separation excluded.

For purposes of this section, continuous service shall mean uninterrupted employment with the District. Approved leaves of absence, including but not limited to vacation, sick leave, administrative leave, and legally protected leave, shall not constitute a break in service; however, separation from District employment shall interrupt continuous service, except as otherwise provided for reinstated employees under the adjusted service date provisions outlined above.

18. MEDICARE REIMBURSEMENT COST RECOVERY PROGRAM IGT INCENTIVES

The following agreement between the District and Local 522 shall apply to all Unrepresented Employees. For the purposes of this section Unrepresented Employee allowances will be considered with "All other 522 members" and do not need to hold a current IAFF Behavioral Health Awareness certification as unrepresented employees are not eligible for this certification. The District will provide an equivalent certification course to obtain this allowance for unrepresented employees.

In November of each calendar year, the District and Local 522 agree to meet regarding unanticipated revenues from the Medicare reimbursement cost recovery programs for purposes of providing Local 522 members additional compensation. If the actual total revenue from the combination of all Medicare reimbursement cost recovery programs, exceeds the 2022/2023 final budgeted Medicare reimbursement cost recovery revenue, which shall be no less than \$1,500,000, the District will allocate a one-time lump sum non-persable allowance to every Local 522 member in good standing and holding a current IAFF Behavioral Health Awareness certification. Allowances will be paid to members in accordance with the following thresholds:

- A. *For increases in Medicare reimbursements between \$1,500,000 - \$2,499,999:*
 - 1. *Firefighters, EMTs and Paramedics- \$1500*
 - 2. *All other 522 members - \$1000*
- B. *For increases in Medicare reimbursements between \$2,500,000 - \$2,999,999:*
 - 1. *Firefighters, EMTs and Paramedics - \$3000*
 - 2. *All other 522 members - \$2000*
- C. *For increases in Medicare reimbursements over \$3,000,000:*
 - 1. *Firefighters, EMTs and Paramedics- \$4500*

2. All other 522 members - \$3000

For purposes of this Section, Medicare reimbursement cost recovery programs include, but are not limited to, GEMT CPE, GEMT QAF, PPGEMT, and VRRP IGT.

PASSED, APPROVED AND ADOPTED this 9th day of July, 2026. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board



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

RESOLUTION NO. ##

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A RESOLUTION AFFECTING NON-SAFETY SENIOR MANAGEMENT, MANAGEMENT, and UNREPRESENTED CONFIDENTIAL EMPLOYEES

Adopted by the Board of Directors of the
SACRAMENTO METROPOLITAN FIRE DISTRICT

On ~~February 22, 2024~~ July 9, 2026

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District (Board) recognizes the importance of codified provisions relating to wages, hours, and other terms and conditions of employment to employees who are not members of recognized bargaining groups; and

WHEREAS, this resolution supersedes Resolution No. ~~2022-106~~2024-064, a Resolution Affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees, adopted by the Board of Directors of the Sacramento Metropolitan Fire District on ~~December 8, 2022~~February 22, 2024, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees; and

WHEREAS, the Board wishes to clarify and modify the wages and benefits available to Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
SACRAMENTO METROPOLITAN FIRE DISTRICT:

1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. Non-Safety Senior Management employees include any person employed in, or assigned to, the following classifications:

Chief Financial Officer
Chief Development Officer

- B. Non-Safety Management employees include any person employed in, or assigned to, the following classifications:

Director of Information Technology
Chief Human Resources Officer

Economic Development Manager
Facilities Manager
Finance Manager
Payroll Manager
Fleet Manager
Logistics Manager
Communications Manager
CQI Manager
Grant / Economic Development Coordinator
Assistant Logistics Manager
Assistant Fleet Manager

- C. Non-Safety Unrepresented Confidential employees who are FLSA exempt include any person employed in, or assigned to, the following classifications:

Network Systems Engineer
Computer Systems Supervisor
Purchasing Agent
Accounting Supervisor
Human Resources Analyst I
Human Resources Analyst II
Facilities Supervisor
Payroll Supervisor
Administrative Analyst
Business Application Analyst
Payroll Analyst
Financial Analyst
Board Clerk
Office Manager
Workers' Compensation Coordinator
Executive Assistant to the Fire Chief
Procurement Specialist
Accounting Specialist
Payroll Specialist
Administrative Specialist
Data Analyst
Legislative Analyst
Grant Specialist

- D. Non-Safety Unrepresented Confidential employees who are FLSA non-exempt include any person employed in or assigned to the following classifications:

Network Systems Administrator
Database Technician
Computer Systems Technician
Warehouse Supervisor
Health & Wellness Program Manager
Help Desk Technician

2. FLSA STATUS & BUSINESS HOURS

- A. All Non-Safety Senior Management, Non-Safety Management, Non-Safety Unrepresented Confidential Employees are exempt from Fair Labor Standards Act (FLSA) over time requirements and are therefore paid a salary, with the exception of those classifications listed above in Section 1 (D), which are non-exempt and subject to compensation for overtime.
- B. For non-exempt employees, all hours worked in excess of the employee's regularly scheduled hours shall be compensated at the rate of one and one-half times the employee's base wage exclusive of incentives. CTO hours will be compensated at the employee's base hourly compensation rate, including incentives.

Effective each employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining District overtime.

- C. Employees are responsible for keeping their supervisors apprised of their work schedules and location. Employee's work schedule must satisfy work place requirements as determined by their supervisor.

3. ADMINISTRATIVE LEAVE

In express recognition of being "exempt" under the provisions of Federal and State Law, each Senior Management, Management, and Exempt Unrepresented Confidential employee (those listed in sections 1(A)-(C) above) shall receive eighty (80) hours of Administrative Leave each January 1st, subject to a 80-hour maximum accrual in the Administrative Leave Bank. Employees hired or promoted on a day other than January 1st shall have their accrual of Administrative Leave for that year adjusted on a pro-rata basis. Any hours remaining in the Administrative Leave Bank as of December 31st will roll over to the next year and will reduce the January 1st earning such that the 80-hour maximum accrual will not be exceeded. These hours shall not be credited at a later date, even if the balance subsequently falls below hours. Administrative Leave is not eligible for any sell back opportunities. At the time of termination or retirement, any unused Administrative Leave in the employee's account shall be paid off at the employee's total hourly rate of pay, inclusive of all incentives.

4. COMPENSATION

For the term covering January 1, 2023 through December 31, 2024, employees covered by this Resolution are subject to the following wage increases.

Effective the first full pay period in January 2023, employees will receive 5.0% base wage increase. The monthly wage scale below includes this base wage increase.

The Fire Chief on an annual basis shall grant step increases after a successful evaluation. The Fire Chief is granted the authority to withhold step increases; however, those affected employees may request reconsideration by the Board.

The pay scale applicable to employees covered by this resolution is reflected in the salary table below:

Salary Table Reflecting 2023 Monthly Pay Scale:

MONTHLY BASE PAY	Step 1	Step 2	Step 3	Step 4	Step 5
Chief Financial Officer				17,772.73	18,658.22
Chief Development Officer				17,772.73	18,658.22
Director of IT	11,943.09	12,536.93	13,160.82	13,816.11	14,504.13
Chief Human Resource Officer	11,239.75	11,798.33	12,385.00	13,001.22	13,647.01
Finance Manager	10,689.60	11,220.84	11,778.80	12,364.85	12,979.04
Economic Development Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Facilities Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Fleet Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Logistics Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Communications Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
CQI Manager	9,859.49	10,348.66	10,862.71	11,402.93	11,969.24
Grant / Economic Dev Coord.	9,735.24	10,219.20	10,726.68	11,260.34	11,820.15
Assistant Logistics Manager	8,841.89	9,281.38	9,741.80	10,225.74	10,733.22
Assistant Fleet Manager	8,841.89	9,281.38	9,741.80	10,225.74	10,733.22
Network Systems Engineer	9,554.75	10,029.55	10,527.87	11,051.07	11,600.40
Computer Systems Supervisor	8,979.24	9,425.25	9,893.50	10,385.30	10,900.64
Network Systems Administrator	8,639.16	9,068.19	9,518.11	9,990.29	10,486.00
Database Technician	8,149.97	8,554.16	8,979.24	9,425.25	9,893.50

Purchasing Agent	8,369.73	8,784.33	9,219.91	9,677.69	10,157.71
Accounting Supervisor	8,149.97	8,554.16	8,977.93	9,423.95	9,892.21
Payroll Supervisor	8,149.97	8,554.16	8,977.93	9,423.95	9,892.21
Human Resources Analyst II	7,994.33	8,390.64	8,806.59	9,243.42	9,702.57
Facilities Supervisor	7,884.47	8,275.53	8,686.25	9,117.89	9,570.44
Administrative Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Business Application Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Payroll Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Financial Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Data Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Legislative Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Board Clerk	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Human Resources Analyst I	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Workers Compensation Coordinator	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Office Manager	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Executive Assistant to the Fire Chief	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Grant Specialist	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Procurement Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Accounting Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Payroll Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Administrative Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Computer Systems Technician	5,966.95	6,262.58	6,571.24	6,896.96	7,238.32
Warehouse Supervisor	5,897.64	6,189.30	6,495.39	6,817.15	7,154.61

Health & Wellness_Program Manager	5,586.35	5,862.33	6,152.70	6,457.46	6,776.61
Help Desk Technician	4,690.38	4,921.92	5,163.89	5,418.96	5,687.08

The pay scale reflects base pay and is exclusive of incentives.

Effective January 1, 2024, employees will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 base wage increase will be governed by the following chart:

FY 2023/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% to 4.4%	1.0%
4.5% to 5.4%	2.0%
5.5% or more	3.0%

Effective January 1, 2025, employees will receive a base wage increase based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2024/25 Combined Tax Rolls compared to the FY 2023/24 Combined Tax Rolls. The amount of the January 1, 2025 equity adjustment will be governed by the following chart:

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FY 2024/25 Net Taxable Value Increase	2025 Equity Adjustment
1.49% or less	0%
1.5% to 2.49%	1.0%
2.5% to 3.49%	2.0%
3.5% to 4.49%	3.0%
4.5% or more	4.0%

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5. UNIFORM ALLOWANCE

Uniform allowance is included in base pay.

6. PAID TIME OFF (PTO)

- A. Employees shall accrue Paid Time Off (PTO) as shown in the schedule below. The hours shown reflect full-time employment. PTO shall be credited monthly on the last day of the month. Employees hired on a day other than the first of the month shall have their accrual of PTO for that month adjusted on a pro-rata basis. Accrual steps are as follows:

Months of Continuous Service with the District	Accrual Rate	Maximum Accrual Balance
1 to 24	245.16 hours/year (20.43 hours/month)	408.60 hours
25 to 60	279.48 hours/year (23.29 hours/month)	465.80 hours
61 to 120	293.16 hours/year (24.43 hours/month)	488.60 hours
121 to 180	305.16 hours/year (25.43 hours/month)	508.60 hours
181 to 240	353.16 hours/year (29.43 hours/month)	588.60 hours
241 or more	377.16 hours/year (31.43 hours/month)	628.60 hours

- B. Employees' use of PTO normally must be approved in advance by their supervisor. Partial day use of PTO is allowed with approval of supervisor.
- C. At the time of termination or retirement, any unused PTO in the employee's account shall be paid off at the employee's hourly rate of pay.
- D. Maximum Accrual. The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not earn additional PTO leave time until the employee's balance is below the twenty (20) month maximum. In no event shall the District be required to pay an employee more than the maximum accrual.
- E. PTO Sell-back:

At the option of the employee, and with the approval of the Fire Chief, employees may sell back up to a maximum of one hundred and twenty (120) hours of PTO leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

7. HOLIDAYS

The District shall observe official holidays in accordance with the following designated holiday schedule. The District's offices may be closed on observed days for designated holidays and employees who would otherwise have worked on such days shall utilize PTO, unless otherwise mutually agreed to by the Fire Chief or his designee and the employee. The designated holidays shall be as follows:

- | | | |
|----|-----------------------------|--------------------------------|
| 1. | New Year's Day | (Jan. 1) |
| 2. | Martin Luther King, Jr. Day | (3 rd Mon. in Jan.) |
| 3. | Lincoln's Birthday | (2 nd Mon. in Feb.) |

4.	Washington's Birthday	(3 rd Mon. in Feb.)
5.	Memorial Day	(last Mon. in May)
6.	Independence Day	(July 4)
7.	Labor Day	(1 st Mon. in Sept.)
8.	Veteran's Day	(Nov. 11)
9.	Thanksgiving Day	(4 th Thurs. in Nov.)
10.	Day After Thanksgiving	
11.	Christmas Eve	(Dec. 24)
12.	Christmas Day	(Dec. 25)

- A. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

8. BEREAVEMENT LEAVE

Employees shall be allowed up to five (5) work days off with pay, in the event of death in the immediate family. For the purposes of this section, immediate family includes the employee's spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives. This leave shall not be deducted from sick leave or PTO leave. However, accrued leave and/or a leave of absence may also be available if additional time away is required and can be accommodated by the District.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

9. SICK LEAVE

- A. Employee's accumulation and disposition of sick leave shall be as follows:
1. Personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
 2. Sick leave shall be accrued and recorded at the end of each month, and such leave shall be accumulated on an unlimited basis.
- B. Sick leave may be used for any of the reasons outlined in the District's Sick Leave Policy.
- C. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. PTO accrual, 3. CTO accrual, 4. Donated leave pursuant to District policy, 5. Unpaid leave status.

D. Employees shall use due diligence in reporting the foreseeable and unforeseeable need to use sick leave, as outlined in the District's Policies Manual. When the use of such leave is unforeseeable, the employee shall report the need for leave by 0815 hours.

E. Employees may be compensated by the District for accrued, unused sick leave subject to the following conditions:

1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have "banked" the required number of hours in their "A" bank.

The "A" Bank must contain at least 567 hours, with measurement made as of each June 30 and notification to the employee no later than September 30.

2. The employee at his/her sole option, must notify the District no later than November 15 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a letter provided by the District. Failure to submit the request through the District's ESS system by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.
4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
5. Relinquishment shall be at the employee's sole option.
6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement;
7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.

F. At the employee's option, upon service retirement or disability retirement, the District will pay off up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.

The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within 30 days will result in all unused sick leave being reported to the Public Employees' Retirement System (PERS) as additional service credit.

1. The total compensation to be made is that accrued sick leave in the employee's account at the employee's total hourly rate of pay, inclusive of all incentives.
2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the Public Employee's Retirement System Law, which reads as follows:

A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by his or her employer.

10. CHILD BIRTH DISABILITY LEAVE

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

11. HEALTH BENEFITS

A. Dental

The District shall, subject to availability, provide full-time employees and dependents with a dental plan. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.

B. Vision Care Plan

The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month per employee toward the cost of the District's plan.

C. Medical

For employees or retirees who are enrolled the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium cap. These contribution amounts will be effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1.

The premium cap will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:
 - 1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
 - 2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
 - 3. Dependent care reimbursement;
 - 4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and
 - 5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.
- G. The District shall continue to provide each miscellaneous employee participating in the PERS retirement plan for a paid long-term disability benefit plan at least equal to the current plan. Specific provisions and conditions of such benefits are contained in and available to applicable employees, in the plan document.

- H. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.

I. Transition Coverage

1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.
4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

J. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:

"...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board."
2. Except for employees retiring for service connected disability, all new employees hired after March 25, 2011 and retiring from the District will obtain five percent (5%) credit per year towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District.

- K. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined in paragraph 10(C) above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

12. RETIREMENT BENEFITS

A. Employees shall make PERS member contributions as follows:

1. For employees who do not meet the definition of a "new member" under PEPRA ("classic miscellaneous members"), the full member's PERS contribution shall be eight percent (8%) of the employee's compensation reported to PERS.
2. For employees who meet the definition of a "new member" under PEPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.

B. Specified Benefits

Upon meeting the statutory requirements, all employees shall be covered by the Public Employee's Retirement System (PERS). The District's contract with PERS includes the following provisions:

1. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.
2. One-half Continuance Benefit;
3. All remaining accumulated sick leave in the employee's account may, upon retirement, be applied for retirement credit under the provisions of Section 20965 of the California Government Code;
4. Benefit Levels:
 - 1) Classic Miscellaneous members' shall be three percent (3%) at age sixty (60).
 - 2) Employees who qualify as "new members" under PEPRA, shall be two percent (2%) at age 62.
5. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow

for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis.

13. SALARY CONTINUATION

An employee who is classified as a Miscellaneous (non-public safety) Employee and who is injured or disabled in the performance of his or her duties shall be entitled to injury leave with full pay and benefits for up to three (3) months from the date that injury leave commences should disability continue for that period. If an employee's disability is not permanent and stationary at the end of the three (3) months, the employee may use accrued leave or accrued Short Term Disability benefits on a coordinated basis with any workers' compensation up to full pay. When this option is used, any benefits from workers' compensation shall be assigned to the District with the leave used charged on a pro-rata share. Employment benefits will be maintained for such employees while receiving workers' compensation benefits whether or not such benefits are supplemented by other District leave benefits.

14. EDUCATION INCENTIVES

A. Accreditation Standards

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a recognized institution of education.

The same language is applicable for those who submit for an incentive that is "commensurate" with the knowledge and abilities of the job position held. The degree must have been obtained through a recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case by case basis

- B. Employees who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.

Fire Chief or designee shall have sole discretion in determining education certificate programs that qualify. Human Resources shall track approved education courses and appropriate incentives.

- C. Employees who possess one or more Associate Degrees shall receive an additional six and one-half percent (6.5%) of base pay for the degree(s). Multiple degrees will not result in more than 6.5%.

- D. The above referenced Certification Programs and Degrees (Paragraphs 13(B) through 13(D)) combined shall not exceed seven percent (7%) of base pay.
- E. Employees who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional ten and one-half percent (10.5%) of base pay.
- F. The maximum amount an employee may receive in educational incentives and allowance is ten and one-half percent (10.5%) of base pay.
- G. Senior Non-Safety Management employees are excluded from this provision and are not entitled to any Education incentives or Continuing Education (CE) incentives.

H. Unrepresented Management and Confidential employees covered by this Resolution (employees described by Paragraphs 1(B) through (C)) shall be eligible for Continuing Education (CE) incentive ~~at five percent (5.0%) of base salary, under the following conditions:~~

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1. Purpose and Eligibility

An employee may receive a Continuing Education Incentive equal to five percent (5%) of base pay by completing routine and consistent continuing education. Base pay shall mean the employee's regular hourly rate of pay, exclusive of overtime, specialty pays, incentives, or other premium compensation. The purpose of the Continuing Education Incentive is to encourage employees to participate in continuing education and professional development activities that enhance the employee's knowledge, skills, abilities, and overall capacity to perform the duties of their assigned position. The Continuing Education Incentive shall be uniformly applied to all employees within eligible classifications who satisfy the requirements of this section.

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2. Annual Continuing Education Requirement

In order to qualify for pay pursuant to this provision, eligible employees must successfully complete no less than twenty-four (24) hours of District approved continuing education, training, coursework, seminars, certifications, workshops, or other professional development activities during each annual qualification period. The annual qualification period shall be the twelve-month period beginning January 1 and ending December 31 of each calendar year. Eligibility for the Continuing Education Incentive shall be determined based upon continuing education completed during the applicable annual qualification period. Approved training shall be directly related to the employee's job duties and shall enhance the employee's ability to perform the functions of the employee's classification.

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3. Evaluation and Approval Process

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The District shall maintain a formal and standardized process for evaluating and approving continuing education activities. To qualify for the Continuing Education Incentive, courses, programs, certifications, or other educational activities must be determined by the District to:

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- i. Be reasonably related to the employee's current job duties, classification, or professional responsibilities;
- ii. Enhance the employee's ability to perform assigned job functions;
- iii. Improve professional knowledge, technical skills, operational effectiveness, regulatory compliance, public safety, leadership, management, or other competencies relevant to District operations; and
- iv. Be available for approval under standards applied uniformly to all employees within eligible classifications.

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The District's approval process shall be administered consistently and without arbitrary discretion. Documentation requirements and approval criteria shall be communicated to all eligible employees.

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4. Payment of Incentive

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Employees who satisfy the requirements of this section shall receive a Continuing Education Incentive equal to five percent (5%) of base pay. The Continuing Education Incentive shall be paid monthly as part of the employee's regular paycheck and shall be separately identified from the employee's regular pay rate. The Continuing Education Incentive shall be paid only while the employee continues to satisfy the eligibility requirements contained in this section.

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5. Loss and Reestablishment of Eligibility

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An employee who fails to complete the required continuing education hours during an annual qualification period shall cease to be eligible for the incentive in the subsequent year until the requirements have again been satisfied and verified by the District. An employee who loses eligibility for the Continuing Education Incentive may reestablish eligibility by completing the required twenty-four (24) hours of District approved continuing education and providing satisfactory documentation to the District. Upon verification by the District that all requirements have been satisfied, the Continuing Education Incentive shall become effective on the first day of the month following verification and shall continue thereafter in accordance with the provisions of this section.

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6. CalPERS Reporting

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The parties acknowledge that the Continuing Education Incentive is intended to qualify as Educational Incentive Pay and shall be administered in accordance with applicable provisions of the Public Employees' Retirement Law (PERL), Government Code section 20636, and applicable California Code of Regulations provisions governing special compensation. To the extent permitted by applicable law and regulation, the Continuing Education Incentive shall be reported to CalPERS as special compensation and shall not be included in the employee's payrate. The District shall report

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the incentive in accordance with applicable CalPERS reporting requirements for Educational Incentive Pay.

~~CE's shall be granted per District Policy #141.01, Continuing Education Program~~
~~Unrepresented.~~

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15. STANDBY PAY

- A. Tech Services personnel assigned to be on stand-by shall be paid four hundred dollars (\$400.00) -per week or the daily pro-rate in addition to regular compensation and twelve (12) hours of PTO credit for duty on New Year's Day, 4th of July, Thanksgiving Day, and Christmas Day. The normal deduction of eight (8) hours PTO for holidays shall not apply. Stand-by pay will be added to the overtime compensation regular rate of pay calculation.

16. AT-WILL EMPLOYMENT – SENIOR MANAGEMENT AND MANAGEMENT EMPLOYEES

All Senior Management and Management employees are employed at-will, meaning that the Fire Chief has the right to terminate employment at any time, for any reason, and with or without cause for any reason and/or notice.

At-will employees in management or senior management positions who are terminated without cause shall receive either a six (6) month severance at the time of termination, or reassignment to their previous position through exercise of Bump Back rights so long as the reassignment does not violate the terms of any existing Collective Bargaining Agreement, Memorandum of Understanding, or other agreement applicable to that position. The decision shall be at the sole discretion of the Fire Chief, and in no case shall these options be available in the event the Fire Chief, in his sole discretion, determines good cause exists for the termination.

Nothing stated herein shall effect the at will status of any management or senior management employee.

16. PROBATIONARY PERIODS AND NON-AT-WILL EMPLOYMENT – CONFIDENTIAL EMPLOYEES

LENGTH OF NEW HIRE PROBATIONARY PERIOD

To enable the Fire Chief to exercise sound discretion in filling positions within the District, no appointment for employment in any position in the District shall be deemed final until after the expiration of a period of twelve (12) calendar months probationary service in full duty status. Absences, light duty, modified duty, and any other assignment other than full duty status shall not count towards this twelve (12) month period of time. During this probationary period, the Fire Chief may cancel the employment or appointment without right of appeal with respect to the reasons for cancellation.

LENGTH OF PROMOTIONAL PROBATIONARY PERIOD

Employees promoted in classification shall not be deemed final until after the expiration of six (6) calendar months probationary service, with the Fire Chief's discretion to extend up to an additional six (6) months.

Absences, light duty, modified duty, and any other assignment other than full duty status shall not count towards the initial six (6) month probationary period or an extension ordered at the Fire Chief's discretion.

During this probationary period, the Fire Chief may cancel the employment or appointment without right to appeal.

NON-AT-WILL EMPLOYMENT

Upon completion of the probationary period, confidential employees do not serve at will, and may be disciplined or discharged only for cause. The causes for discipline and procedure for imposing or appealing from such discipline shall be as set forth in the District's Discipline Policy.

17. LONGEVITY PAY

- A. Effective May 1, 2016 Senior Non-Safety Management, Non-Safety Management and Unrepresented Confidential employees shall receive longevity pay incentives based on years of continuous service with the District, as reflected on the District's longevity pay roster. Longevity pay shall be calculated as a percentage of the employee's base salary and applied as follows:

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10 years of continuous service: 2% of base salary
15 years of continuous service: 4% of base salary
17 years of continuous service: 6% of base salary
20 years of continuous service: 9% of base salary
25 years of continuous service: 12% of base salary

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The total longevity pay incentive shall not exceed twelve percent (12%) of base salary.

B. Longevity Pay Service Date

The longevity pay roster shall list each employee's service date, which will be used to determine eligibility for longevity pay. Except as provided below, the service date shall be the employee's initial hire date, and only consecutive years of service with the District, regardless of rank held during those years, shall count toward longevity pay eligibility.

Employees who separate from District employment and are subsequently reinstated shall receive an adjusted service date for purposes of calculating longevity pay. The adjusted service date shall credit the employee for prior District service while excluding the period of separation. The adjusted service date will be reflected on the longevity pay roster and used to determine the employee's longevity pay eligibility.

Example: An employee hired on November 1, 2005, who separated on March 2, 2016, and was reinstated on March 3, 2017, would receive an adjusted service date of November 2, 2006, reflecting prior service with the one-year separation excluded.

For purposes of this section, continuous service shall mean uninterrupted employment with the District. Approved leaves of absence, including but not limited to vacation, sick leave, administrative leave, and legally protected leave, shall not constitute a break in service; however, separation from District employment shall interrupt continuous service, except as otherwise provided for reinstated employees under the adjusted service date provisions outlined above.

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~~be entitled to longevity pay at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is nine percent (9%) of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is twelve percent (12%) of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.~~

18. MEDICARE REIMBURSEMENT COST RECOVERY PROGRAM IGT INCENTIVES

The following agreement between the District and Local 522 shall apply to all Unrepresented Employees. For the purposes of this section Unrepresented Employee allowances will be considered with "All other 522 members" and do not need to hold a current IAFF Behavioral Health Awareness certification as unrepresented employees are not eligible for this certification. The District will provide an equivalent certification course to obtain this allowance for unrepresented employees.

In November of each calendar year, the District and Local 522 agree to meet regarding unanticipated revenues from the Medicare reimbursement cost recovery programs for purposes of providing Local 522 members additional compensation. If the actual total revenue from the combination of all Medicare reimbursement cost recovery programs, exceeds the 2022/2023 final budgeted Medicare reimbursement cost recovery revenue, which shall be no less than \$1,500,000, the District will allocate a one-time lump sum non-persable allowance to every Local 522 member in good standing and holding a current IAFF Behavioral Health Awareness certification. Allowances will be paid to members in accordance with the following thresholds:

A. For increases in Medicare reimbursements between \$1,500,000 -

\$2,499,999:

1. Firefighters, EMTs and Paramedics- \$1500
2. All other 522 members - \$1000

B. For increases in Medicare reimbursements between \$2,500,000 - \$2,999,999:

1. Firefighters, EMTs and Paramedics - \$3000
2. All other 522 members - \$2000

C. For increases in Medicare reimbursements over \$3,000,000:

1. Firefighters, EMTs and Paramedics- \$4500
2. All other 522 members - \$3000

For purposes of this Section, Medicare reimbursement cost recovery programs include, but are not limited to, GEMT CPE, GEMT QAF, PPGEMT, and VRRP IGT.

PASSED AND APPROVED this ~~22nd day of February 22, 2024~~ 9th day of July 2026,
by the following vote to wit:

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AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

Attested By:

Clerk of the Board



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: July 9, 2026

TO: Board of Directors

SUBJECT: Adopt Resolution – Senior Safety Management and Safety Management Employees

TOPIC

Consider Adopting a Resolution approving revisions to the District's Senior Safety Management and Safety Management Employees.

BACKGROUND

As part of a recent California Public Employees' Retirement System (CalPERS) audit and subsequent compensation reviews, several provisions within the Senior Safety Management and Safety Management Resolution were identified for clarification or revision. These items include longevity pay eligibility, out-of-class pay provisions, and the Continuing Education Incentive program.

The proposed revisions are intended to improve administrative clarity, ensure consistent application of compensation provisions, and maintain compliance with applicable CalPERS statutes, regulations, and reporting requirements.

DISCUSSION

The proposed revisions address three areas within the Senior Safety Management and Safety Management Resolution.

First, the District currently provides longevity pay as an incentive recognizing employees for extended service. Under the existing language, longevity pay eligibility was based on continuous service with the District. However, separate personnel policies addressing reinstatement and seniority created ambiguity regarding how prior service should be treated for employees who separated and later returned to District employment.

The longevity pay article will be revised to include an effective start date. Because the compensation provisions are adopted by resolution rather than through a full Memorandum of Understanding with defined beginning and ending dates, adding a start date to the longevity pay article provides the specificity required for CalPERS review and reporting purposes. Additionally, to address the issues identified during the CalPERS audit, staff worked with CalPERS representatives to develop revised language that clearly defines how longevity pay eligibility will be calculated. The proposed revisions establish a standardized service date

methodology, clarify the treatment of reinstated employees, define continuous service, and ensure longevity pay eligibility is applied consistently among employees within the same group or class.

Second, the District is revising the out-of-class pay language as required by CalPERS. The current language states that compensation for out-of-class work shall be paid at the rate that provides a minimum five percent salary increase based on total hourly compensation. The revised language provides that out-of-class premium pay ranges shall be at the lowest step that provides at least a minimum five percent salary increase on total hourly compensation.

Lastly, staff reviewed the District's Continuing Education Incentive provisions as part of a member compensation review. That review identified the need to clarify that qualifying educational achievements must enhance an employee's ability to perform the duties of their position and that the incentive must be administered in a routine and consistent manner. The proposed revisions incorporate this language to better align the incentive with applicable CalPERS requirements for reportable compensation and to provide clear administrative guidance for future application of the program.

FISCAL IMPACT

The proposed changes do not create new compensation benefits or increase existing compensation levels. Rather, they clarify eligibility requirements, improve consistency in administration, and strengthen the District's compliance with applicable CalPERS statutes, regulations, and reporting requirements.

RECOMMENDATION

Adopt the Resolution approving revisions for Safety Senior Management and Safety Management Employees and authorizing implementation of the revised language.

Submitted by:



Joseph Fiorica
Deputy Chief, Administration

Approved by:



Adam A. House
Fire Chief

ATTACHMENT:

Attachment 1: Resolution - Safety Senior Management and Safety Management Employees



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

RESOLUTION NO. 2026-XXX

A RESOLUTION AFFECTING SENIOR SAFETY MANAGEMENT AND SAFETY MANAGEMENT EMPLOYEES

Adopted by the Board of Directors of the
SACRAMENTO METROPOLITAN FIRE DISTRICT

On July 9, 2026

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District (Board) recognizes the importance of codified provisions relating to wages, hours, and other terms and conditions of employment to employees who are not members of recognized bargaining groups, and

WHEREAS, this resolution supersedes Resolution No. 2024-066 adopted by the Board of Directors of the Sacramento Metropolitan Fire District on February 22, 2024, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Senior Safety Management and Safety Management employees, and

WHEREAS, the Board wishes to clarify and modify the wages and benefits available to Senior Safety Management and Safety Management employees, excluding the Fire Chief who is covered by individual contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
SACRAMENTO METROPOLITAN FIRE DISTRICT:**

1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. The members of Senior Safety Management include any person employed in, or assigned to, the following classifications:

Chief Deputy
Deputy Chief
Assistant Chief
Fire Marshal

- B. The members of Safety Management include any person employed in, or assigned to, the following classifications:

Chief Pilot

2. FLSA STATUS & BUSINESS HOURS

- A. Employees are exempt from Fair Labor Standards Act (FLSA) overtime requirements and are therefore paid a salary.
- B. Employees are responsible for keeping their supervisors apprised of their work schedules and location. Employee's work schedule must satisfy work place requirements as determined by their supervisor.
 - 1. As used in this Resolution, "day" personnel, or "day" assignments refer to those employees regularly assigned to a 40-hour work week, on average. This regular assignment does not in any way impact the exempt nature of the employee's FLSA status.
 - 2. As used in this Resolution, "shift" personnel, or "shift" assignments refer to those employees regularly assigned to a 24-hour shift schedule (amounting to 192 scheduled hours in a 24-day work period). This regular assignment does not in any way impact the exempt nature of the employee's FLSA status.

3. ADMINISTRATIVE LEAVE

In express recognition of being "exempt" under the provisions of Federal and State Law, each employee assigned to a 40-hour per week "day" assignment shall receive forty (40) hours of administrative leave each January 1st, subject to a 40-hour maximum accrual in the Administrative Leave Bank; and each employee assigned to a 56-hour per week "shift" assignment shall receive fifty-six (56) hours of administrative leave each January 1st, subject to a 56-hour maximum accrual in the Administrative Leave Bank. Employees hired or promoted on a day other than January 1st shall have their accrual of Administrative Leave for that year adjusted on a pro-rata basis. Any hours remaining in the Administrative Leave Bank as of December 31st will roll over to the next year and will reduce the January 1st earning such that the 40-hour/56-hour maximum accrual will not be exceeded. These hours shall not be credited at a later date, even if the balance subsequently falls below the maximum accruals. Administrative Leave is not eligible for any sell back opportunities. At the time of termination or retirement, any unused Administrative Leave in the employee's account shall be paid off at the employee's total hourly rate of pay, inclusive of all incentives

4. COMPENSATION

For the term covering January 1, 2023 through December 31, 2024, employees covered by this Resolution are subject to the following wage increases.

Effective the first full pay period in January 2023, the following employees will receive a 9.0% base wage increase. The monthly wage scale below includes this base wage increase.

Chief Deputy
Deputy Chief

Effective the first full pay period in January 2023, the following employees will receive a 5.0% base wage increase. The monthly wage scale below includes this base wage increase.

Assistant Chief
Fire Marshal

The Fire Chief on an annual basis shall grant step increases after a successful evaluation. The Fire Chief is granted the authority to withhold step increases; however, those affected employees may request reconsideration by the Board.
The pay scale applicable to employees covered by this resolution is reflected in the salary table below.

Salary Table Reflecting 2023 Monthly Pay Scale:

	Step 1	Step 2	Step 3	Step 4	Step 5
Chief Deputy					25,519.86
Deputy Chief					24,304.62
Assistant Chief				20,489.39	21,509.61
Fire Marshal				20,489.39	21,509.61
Chief Pilot	9,756.18	10,240.13	10,747.61	11,279.96	11,839.77

The pay scale reflects base pay and is exclusive of incentives.

Effective January 1, 2024, employees will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 base wage increase will be governed by the following chart:

FY 2023/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% to 4.4%	1.0%
4.5% to 5.4%	2.0%
5.5% or more	3.0%

Effective January 1, 2025, employees will receive a base wage increase based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2024/25 Combined Tax Rolls compared to the FY 2023/24 Combined Tax Rolls. The amount of the January 1, 2025 equity adjustment will be governed by the following chart:

FY 2024/25 Net Taxable Value Increase	2025 Equity Adjustment
1.49% or less	0%
1.5% to 2.49%	1.0%
2.5% to 3.49%	2.0%
3.5% to 4.49%	3.0%
4.5% or more	4.0%

5. UNIFORM ALLOWANCE

Uniform allowance is included in base pay.

6. VACATION LEAVE

- A. Employees shall accrue vacation leave (VL) as shown in the schedule below. The hours shown reflect full-time employment. Accrual steps are as follows:

MONTHS OF SERVICE	DAY PERSONNEL	SHIFT PERSONNEL
1 to 24	120 hours/year (10 hours/month)	168 hours/year (14 hours/month)
25 to 60	154.32 hours/year (12.86 hours/month)	216.00 hours/year (18 hours/month)
61 to 120	171.48 hours/year (14.29 hours/month)	240.00 hours/year (20 hours/month)
121 to 180	205.68 hours/year (17.14 hours/month)	288 hours/year (24 hours/month)
181 to 240	222.84 hours/year (18.57 hours/month)	312 hours/year (26 hours/month)
241 or more	240.00 hours/year (20 hours/month)	336 hours/year (28 hours/month)

- B. Employees' use of vacation leave normally must be approved in advance by their supervisor. Partial day use of VL is allowed with the approval of the employee's supervisor.
- C. At the time of termination or retirement, any unused VL in the employee's account shall be paid out to the employee at the employee's total hourly rate of pay, inclusive of all incentives.
- D. Maximum Accrual. The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not earn additional VL time until the employee's balance is below the twenty (20) month

maximum. In no event shall the District be required to pay an employee more than the maximum accrual.

- E. Vacation Sell-Back. At the option of the employee, and with the approval of the Fire Chief, employees may sell back up to a maximum of one hundred and twenty (120) hours of vacation leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

7. HOLIDAYS

- A. Employees shall receive those holidays that are recognized for all other employees of the District. Employees will not accrue any Holiday Leave.

1.	New Year's Day	(Jan. 1)
2.	Martin Luther King, Jr. Day	(3 rd Mon. in Jan.)
3.	Lincoln's Birthday	(2 nd Mon. in Feb.)
4.	Washington's Birthday	(3 rd Mon. in Feb.)
5.	Memorial Day	(last Mon. in May)
6.	Independence Day	(July 4)
7.	Labor Day	(1 st Mon. in Sept.)
8.	Veteran's Day	(Nov. 11)
9.	Thanksgiving Day	(4 th Thurs. in Nov.)
10.	Day After Thanksgiving	
11.	Christmas Eve	(Dec. 24)
12.	Christmas Day	(Dec. 25)

- B. If an employee's scheduled day off is either Friday or Monday during a standard District workweek in which a recognized holiday occurs, the following shall apply:

1. If the holiday occurs on a Friday, the employee's preceding work day may be recognized; if the holiday occurs on a Monday, the employee's following work day may be observed.

- C. When a holiday occurs on a Saturday, the preceding workday that is not a holiday, shall be deemed to be that holiday. When a holiday occurs on a Sunday, the following workday that is not a holiday, shall be deemed to be that holiday.

8. BEREAVEMENT LEAVE

Employees shall be eligible for up to five (5) working days of leave for day personnel, and three (3) 24-hour shifts off for shift personnel, without loss of pay or benefits for the purposes of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. For the purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister, brother, sister-in-law,

brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. However, accrued leave and/or a leave of absence may also be available if additional time away is required and can be accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

9. SICK LEAVE

Employee's accumulation and disposition of sick leave shall be as follows:

- A. Full-time employees shall accumulate and may use sick leave at the following rates:
 - 1. Shift personnel shall accumulate sick leave at the rate of 288 hours per calendar year (24 hours per month).
 - 2. Day personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
- B. Sick leave shall be accrued and recorded at the end of each month.
- C. Sick leave shall be accumulated on an unlimited basis.
- D. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. Vacation accrual, 3. Donated leave pursuant to District policy, 4. Unpaid leave status.
- E. No sick leave will be allowed unless the employee uses due diligence in reporting his/her/family member's illness/injury and contemplated absence per the established policy.
- F. Subject to the following conditions, the District shall compensate any requesting employee for accrued, unused sick leave:
 - 1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have "banked" the required number of hours in their "A" bank.

The "A" Bank must contain at least 1000 hours for all shift personnel, and at least 741 hours for all day personnel, with measurement made as of each June 30 and notification to the employee no later than September 30.
 - 2. The employee at his/her sole option, must notify the District no later than November 15 of their election to be compensated, including the total

number of hours the employee wishes to sell. The notice shall be on a letter provided by the District. Failure to submit the request through the District's ESS system by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.

3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.
 4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
 5. Relinquishment shall be at the employee's sole option.
 6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement;
 7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.
- G. At the employee's option, upon service retirement or disability retirement, the District will compensate up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.
The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within 30 days will result in all unused sick leave being reported to the Public Employees' Retirement System (PERS) as additional service credit.
1. The total compensation to be made is that accrued sick leave in the employee's account at the employee's total hourly rate of pay, inclusive of all incentives.
 2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the Public Employee's Retirement System Law, which reads as follows:

A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for

each unused day of sick leave certified to the board by his or her employer.

10. CHILD BIRTH DISABILITY LEAVE

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the six-week maximum.

11. HEALTH BENEFITS

A. Dental

The District shall, subject to availability, provide full-time employees and dependents with a dental plan. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.

B. Vision Care Plan

The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month per employee toward the cost of the District's plan.

C. Medical

For employees or retirees who are enrolled in the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium, and any additional amount above the premium cap. These contributions amounts will be effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1.

The premium cap will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:
 - 1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
 - 2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
 - 3. Dependent care reimbursement;
 - 4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and
 - 5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.
- G. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.
- H. Transition Coverage
 - 1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
 - 2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.

3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.
4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

I. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:
"...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board."
 2. Except for employees retiring for service connected disability, all employees hired after December 1, 2011 who qualify as annuitants will obtain twenty-five percent (25%) credit towards retiree medical upon reaching five (5) years of service with the District. Qualifying annuitants will receive an additional five percent (5%) credit towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District, for each additional year of service, as set forth in Section 22896 of the Government Code.
- J. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined in paragraph 10(C) above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

12. RETIREMENT BENEFITS

A. Employees shall make PERS member contributions as follows:

1. For employees who do not meet the definition of a "new member" under PEPPRA ("classic safety members"), the full member's PERS

contribution shall be nine percent (9%) of the employee's compensation reported to PERS.

2. For employees who meet the definition of a "new member" under PEPPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.
3. In addition to paying the member contributions identified in paragraph 11(A) above, classic safety members shall engage in cost-sharing, pursuant to Government Code section 20516 (a), by contributing an additional three percent (3%) of the employee's compensation reported to PERS towards the employer's PERS cost.
4. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis).

B. Specified Benefits

Upon meeting the statutory requirements, all employees shall be covered by the Public Employee's Retirement System (PERS). The District's contract with PERS includes the following provisions:

1. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.
2. One-half Continuance Benefit;
3. All remaining accumulated sick leave in the employee's account may, upon retirement, be applied for retirement credit under the provisions of Section 20965 of the California Government Code;
4. Benefit Levels:
 - 1) Classic Safety members shall be three percent (3%) at age fifty (50) and
 - 2) Safety Employees who qualify as new members under PEPPRA shall be 2.7% at age 57.

13. EDUCATION INCENTIVES

A. Accreditation Standards

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a recognized institution.

The same language is applicable for those who submit for an incentive that is "commensurate" with the knowledge and abilities of the job position held. The degree must have been obtained through a recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case-by-case basis

- B. Safety managers (who do not include senior safety managers) who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.
- C. Safety managers who possess a certificate in Fire Science or Fire Technology from a Community College shall receive an additional three percent (3%) of base pay.
- D. Safety managers who possess one or more Associate Degrees shall receive an additional six and one-half percent (6.5%) of base pay for the degree(s). Multiple degrees will not result in more than 6.5%.
- E. Safety managers who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional ten and one-half percent (10.5%) of base pay. All above certificates and degrees, B through F shall not exceed ten and one-half percent (10.5%) of base pay.
- F. The maximum amount an employee may receive in educational incentives and allowance is ten and one-half percent (10.5%) of base pay.
- G. In addition to the above educational incentives safety managers shall be eligible for Continuing Education (CE) incentive under the following conditions:
 - 1. Purpose and Eligibility
An employee may receive a Continuing Education Incentive equal to five percent (5%) of base pay by completing routine and consistent continuing education. Base pay shall mean the employee's regular hourly rate of pay, exclusive of overtime, specialty pays, incentives, or other premium compensation. The purpose of the Continuing Education Incentive is to encourage employees to participate in continuing education and professional development activities that enhance the employee's knowledge, skills, abilities, and overall capacity to perform the duties of their assigned position. The Continuing Education Incentive shall be uniformly applied to all employees within eligible classifications who satisfy the requirements of this section.
 - 2. Annual Continuing Education Requirement
In order to qualify for pay pursuant to this provision, eligible employees must successfully complete no less than twenty-four (24) hours of District approved continuing education, training, coursework, seminars, certifications,

workshops, or other professional development activities during each annual qualification period. The annual qualification period shall be the twelve-month period beginning January 1 and ending December 31 of each calendar year. Eligibility for the Continuing Education Incentive shall be determined based upon continuing education completed during the applicable annual qualification period. Approved training shall be directly related to the employee's job duties and shall enhance the employee's ability to perform the functions of the employee's classification.

3. Evaluation and Approval Process

The District shall maintain a formal and standardized process for evaluating and approving continuing education activities. To qualify for the Continuing Education Incentive, courses, programs, certifications, or other educational activities must be determined by the District to:

- i. Be reasonably related to the employee's current job duties, classification, or professional responsibilities;
- ii. Enhance the employee's ability to perform assigned job functions;
- iii. Improve professional knowledge, technical skills, operational effectiveness, regulatory compliance, public safety, leadership, management, or other competencies relevant to District operations; and
- iv. Be available for approval under standards applied uniformly to all employees within eligible classifications.

The District's approval process shall be administered consistently and without arbitrary discretion. Documentation requirements and approval criteria shall be communicated to all eligible employees.

4. Payment of Incentive

Employees who satisfy the requirements of this section shall receive a Continuing Education Incentive equal to five percent (5%) of base pay. The Continuing Education Incentive shall be paid monthly as part of the employee's regular paycheck and shall be separately identified from the employee's regular pay rate. The Continuing Education Incentive shall be paid only while the employee continues to satisfy the eligibility requirements contained in this section.

5. Loss and Reestablishment of Eligibility

An employee who fails to complete the required continuing education hours during an annual qualification period shall cease to be eligible for the incentive in the subsequent year until the requirements have again been satisfied and verified by the District. An employee who loses eligibility for the Continuing Education Incentive may reestablish eligibility by completing the required twenty-four (24) hours of District approved continuing education and providing satisfactory documentation to the District. Upon verification by the District that all requirements have been satisfied, the Continuing Education Incentive shall

become effective on the first day of the month following verification and shall continue thereafter in accordance with the provisions of this section.

6. CalPERS Reporting

The parties acknowledge that the Continuing Education Incentive is intended to qualify as Educational Incentive Pay and shall be administered in accordance with applicable provisions of the Public Employees' Retirement Law (PERL), Government Code section 20636, and applicable California Code of Regulations provisions governing special compensation. To the extent permitted by applicable law and regulation, the Continuing Education Incentive shall be reported to CalPERS as special compensation and shall not be included in the employee's payrate. The District shall report the incentive in accordance with applicable CalPERS reporting requirements for Educational Incentive Pay.

- H. Senior safety management employees shall not receive any Continuing Education (CE) incentive, or other education incentives or allowances described by this section.

14. AT-WILL EMPLOYMENT

All senior safety management and safety management employees are employed at-will, meaning that the Fire Chief has the right to terminate employment at any time, for any reason, and with or without cause for any reason and/or notice.

At-will employees in senior safety management and safety management positions who are terminated, shall receive either a six (6) month severance at the time of termination, or reassignment to their previous position through exercise of Bump Back rights so long as the reassignment does not violate the terms of any existing Collective Bargaining Agreement, Memorandum of Understanding, or other agreement applicable to that position. The decision shall be at the sole discretion of the Fire Chief, and in no case shall these options be available in the event the Fire Chief, in his sole discretion, determines good cause exists for the termination.

Nothing stated herein shall affect the at will status of any senior safety management employee.

15. DAY SHIFT CONVERSION

As this resolution shall affect employees working both a forty (40) hour workweek and a 24-hour shift schedule, the 1.4 conversion factor will be applied where appropriate.

16. OUT OF CLASS ASSIGNMENTS

Assistant Chiefs or Deputy Chiefs may work in out-of-class assignments if the position is vacant or assigned duties have been appointed while the Deputy Chief or Fire Chief is utilizing vacation leave, holiday leave, sick leave, bereavement leave, or any assigned leaves designated by the District.

Out-of-class premium pay ranges shall be at the lowest step which provides at least a minimum five percent (5%) salary increase on the "total hourly compensation".

17. LONGEVITY PAY

- A. Effective January 1, 2023 senior safety management and safety management employees shall receive longevity pay incentives based on years of continuous service with the District, as reflected on the District's longevity pay roster. Longevity pay shall be calculated as a percentage of the employee's base salary and applied as follows:

10 years of continuous service: 2% of base salary
15 years of continuous service: 4% of base salary
17 years of continuous service: 6% of base salary
20 years of continuous service: 9% of base salary
25 years of continuous service: 12% of base salary

The total longevity pay incentive shall not exceed twelve percent (12%) of base salary.

- B. Longevity Pay Service Date

The longevity pay roster shall list each employee's service date, which will be used to determine eligibility for longevity pay. Except as provided below, the service date shall be the employee's initial hire date, and only consecutive years of service with the District, regardless of rank held during those years, shall count toward longevity pay eligibility.

Employees who separate from District employment and are subsequently reinstated shall receive an adjusted service date for purposes of calculating longevity pay. The adjusted service date shall credit the employee for prior District service while excluding the period of separation. The adjusted service date will be reflected on the longevity pay roster and used to determine the employee's longevity pay eligibility.

Example: An employee hired on November 1, 2005, who separated on March 2, 2016, and was reinstated on March 3, 2017, would receive an adjusted service date of November 2, 2006, reflecting prior service with the one-year separation excluded.

For purposes of this section, continuous service shall mean uninterrupted employment with the District. Approved leaves of absence, including but not limited to vacation, sick leave, administrative leave, and legally protected leave, shall not constitute a break in service; however, separation from District employment shall interrupt continuous service, except as otherwise provided for reinstated employees under the adjusted service date provisions outlined above.

PASSED, APPROVED AND ADOPTED this 9th day of July, 2026. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board



Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

RESOLUTION NO.

A RESOLUTION AFFECTING SENIOR SAFETY MANAGEMENT AND SAFETY MANAGEMENT EMPLOYEES

Adopted by the Board of Directors of the
SACRAMENTO METROPOLITAN FIRE DISTRICT

On ~~February 22, 2024~~ July 9, 2026

WHEREAS, the Board of Directors of the Sacramento Metropolitan Fire District (Board) recognizes the importance of codified provisions relating to wages, hours, and other terms and conditions of employment to employees who are not members of recognized bargaining groups, and

WHEREAS, this resolution supersedes Resolution No. ~~2023-080~~ 2024-066 adopted by the Board of Directors of the Sacramento Metropolitan Fire District on ~~December 14, 2023~~ February 22, 2024, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Senior Safety Management and Safety Management employees, and

WHEREAS, the Board wishes to clarify and modify the wages and benefits available to Senior Safety Management and Safety Management employees, excluding the Fire Chief who is covered by individual contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
SACRAMENTO METROPOLITAN FIRE DISTRICT:

1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. The members of Senior Safety Management include any person employed in, or assigned to, the following classifications:

Chief Deputy
Deputy Chief
Assistant Chief
Fire Marshal

- B. The members of Safety Management include any person employed in, or assigned to, the following classifications:

Chief Pilot

Serving Sacramento and Placer Counties

2. FLSA STATUS & BUSINESS HOURS

- A. Employees are exempt from Fair Labor Standards Act (FLSA) overtime requirements and are therefore paid a salary.
- B. Employees are responsible for keeping their supervisors apprised of their work schedules and location. Employee's work schedule must satisfy work place requirements as determined by their supervisor.
 1. As used in this Resolution, "day" personnel, or "day" assignments refer to those employees regularly assigned to a ~~40-hour~~40-hour work week, on average. This regular assignment does not in any way impact the exempt nature of the employee's FLSA status.
 2. As used in this Resolution, "shift" personnel, or "shift" assignments refer to those employees regularly assigned to a 24-hour shift schedule (amounting to 192 scheduled hours in a ~~24-day~~24-day work period). This regular assignment does not in any way impact the exempt nature of the employee's FLSA status.

3. ADMINISTRATIVE LEAVE

In express recognition of being "exempt" under the provisions of Federal and State Law, each employee assigned to a 40-hour per week "day" assignment shall receive forty (40) hours of administrative leave each January 1st, subject to a 40-hour maximum accrual in the Administrative Leave Bank; and each employee assigned to a 56-hour per week "shift" assignment shall receive fifty-six (56) hours of administrative leave each January 1st, subject to a 56-hour maximum accrual in the Administrative Leave Bank. Employees hired or promoted on a day other than January 1st shall have their accrual of Administrative Leave for that year adjusted on a pro-rata basis. Any hours remaining in the Administrative Leave Bank as of December 31st will roll over to the next year and will reduce the January 1st earning such that the 40-hour/56-hour maximum accrual will not be exceeded. These hours shall not be credited at a later date, even if the balance subsequently falls below the maximum accruals. Administrative Leave is not eligible for any sell back opportunities. At the time of termination or retirement, any unused Administrative Leave in the employee's account shall be paid off at the employee's total hourly rate of pay, inclusive of all incentives

4. COMPENSATION

For the term covering January 1, 2023 through December 31, 2024, employees covered by this Resolution are subject to the following wage increases.

Effective the first full pay period in January 2023, the following employees will receive a 9.0% base wage increase. The monthly wage scale below includes this base wage increase.

Chief Deputy
Deputy Chief

Effective the first full pay period in January 2023, the following employees will receive a 5.0% base wage increase. The monthly wage scale below includes this base wage increase.

Assistant Chief
Fire Marshal

The Fire Chief on an annual basis shall grant step increases after a successful evaluation. The Fire Chief is granted the authority to withhold step increases; however, those affected employees may request reconsideration by the Board.
The pay scale applicable to employees covered by this resolution is reflected in the salary table below.

Salary Table Reflecting 2023 Monthly Pay Scale:

	Step 1	Step 2	Step 3	Step 4	Step 5
Chief Deputy					25,519.86
Deputy Chief					24,304.62
Assistant Chief				20,489.39	21,509.61
Fire Marshal				20,489.39	21,509.61
Chief Pilot	9,756.18	10,240.13	10,747.61	11,279.96	11,839.77

The pay scale reflects base pay and is exclusive of incentives.

Effective January 1, 2024, employees will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 base wage increase will be governed by the following chart:

FY 2023/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% to 4.4%	1.0%
4.5% to 5.4%	2.0%
5.5% or more	3.0%

Effective January 1, 2025, employees will receive a base wage increase based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2024/25 Combined Tax Rolls compared to the FY 2023/24 Combined Tax Rolls. The amount of the January 1, 2025 equity adjustment will be governed by the following chart:

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FY 2024/25 Net Taxable Value Increase	2025 Equity Adjustment
1.49% or less	0%
1.5% to 2.49%	1.0%
2.5% to 3.49%	2.0%
3.5% to 4.49%	3.0%
4.5% or more	4.0%

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5. UNIFORM ALLOWANCE

Uniform allowance is included in base pay.

6. VACATION LEAVE

- A. Employees shall accrue vacation leave (VL) as shown in the schedule below. The hours shown reflect full-time employment. Accrual steps are as follows:

MONTHS OF SERVICE	DAY PERSONNEL	SHIFT PERSONNEL
1 to 24	120 hours/year (10 hours/month)	168 hours/year (14 hours/month)
25 to 60	154.32 hours/year (12.86 hours/month)	216.00 hours/year (18 hours/month)
61 to 120	171.48 hours/year (14.29 hours/month)	240.00 hours/year (20 hours/month)
121 to 180	205.68 hours/year (17.14 hours/month)	288 hours/year (24 hours/month)
181 to 240	222.84 hours/year (18.57 hours/month)	312 hours/year (26 hours/month)
241 or more	240.00 hours/year (20 hours/month)	336 hours/year (28 hours/month)

- B. Employees' use of vacation leave normally must be approved in advance by their supervisor. Partial day use of VL is allowed with the approval of the employee's supervisor.
- C. At the time of termination or retirement, any unused VL in the employee's account shall be paid out to the employee at the employee's total hourly rate of pay, inclusive of all incentives.
- D. Maximum Accrual. The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not earn additional VL time until the employee's balance is below the twenty (20) month

maximum. In no event shall the District be required to pay an employee more than the maximum accrual.

- E. Vacation Sell-Back. At the option of the employee, and with the approval of the Fire Chief, employees may sell back up to a maximum of one hundred and twenty (120) hours of vacation leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

7. HOLIDAYS

- A. Employees shall receive those holidays that are recognized for all other employees of the District. Employees will not accrue any Holiday Leave.

1.	New Year's Day	(Jan. 1)
2.	Martin Luther King, Jr. Day	(3 rd Mon. in Jan.)
3.	Lincoln's Birthday	(2 nd Mon. in Feb.)
4.	Washington's Birthday	(3 rd Mon. in Feb.)
5.	Memorial Day	(last Mon. in May)
6.	Independence Day	(July 4)
7.	Labor Day	(1 st Mon. in Sept.)
8.	Veteran's Day	(Nov. 11)
9.	Thanksgiving Day	(4 th Thurs. in Nov.)
10.	Day After Thanksgiving	
11.	Christmas Eve	(Dec. 24)
12.	Christmas Day	(Dec. 25)

- B. If an employee's scheduled day off is either Friday or Monday during a standard District workweek in which a recognized holiday occurs, the following shall apply:

1. If the holiday occurs on a Friday, the employee's preceding work day may be recognized; if the holiday occurs on a Monday, the employee's following work day may be observed.

- C. When a holiday occurs on a Saturday, the preceding workday that is not a holiday, shall be deemed to be that holiday. When a holiday occurs on a Sunday, the following workday that is not a holiday, shall be deemed to be that holiday.

8. BEREAVEMENT LEAVE

Employees shall be eligible for up to five (5) working days of leave for day personnel, and three (3) 24-hour shifts off for shift personnel, without loss of pay or benefits for the purposes of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. For the purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister, brother, sister-in-law,

brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. However, accrued leave and/or a leave of absence may also be available if additional time away is required and can be accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

9. SICK LEAVE

Employee's accumulation and disposition of sick leave shall be as follows:

- A. Full-time employees shall accumulate and may use sick leave at the following rates:
 - 1. Shift personnel shall accumulate sick leave at the rate of 288 hours per calendar year (24 hours per month).
 - 2. Day personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
- B. Sick leave shall be accrued and recorded at the end of each month.
- C. Sick leave shall be accumulated on an unlimited basis.
- D. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. Vacation accrual, 3. Donated leave pursuant to District policy, 4. Unpaid leave status.
- E. No sick leave will be allowed unless the employee uses due diligence in reporting his/her/family member's illness/injury and contemplated absence per the established policy.
- F. Subject to the following conditions, the District shall compensate any requesting employee for accrued, unused sick leave:
 - 1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have "banked" the required number of hours in their "A" bank.

The "A" Bank must contain at least 1000 hours for all shift personnel, and at least 741 hours for all day personnel, with measurement made as of each June 30 and notification to the employee no later than September 30.
 - 2. The employee at his/her sole option, must notify the District no later than November 15 of their election to be compensated, including the total

number of hours the employee wishes to sell. The notice shall be on a letter provided by the District. Failure to submit the request through the District's ESS system by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.

3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee's base monthly compensation, inclusive of all incentives, on November 30.
 4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
 5. Relinquishment shall be at the employee's sole option.
 6. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement;
 7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave.
- G. At the employee's option, upon service retirement or disability retirement, the District will compensate up to forty percent (40%) of the employee's accumulated "A" Bank sick leave.
- The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within 30 days will result in all unused sick leave being reported to the Public Employees' Retirement System (PERS) as additional service credit.
1. The total compensation to be made is that accrued sick leave in the employee's account at the employee's total hourly rate of pay, inclusive of all incentives.
 2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the Public Employee's Retirement System Law, which reads as follows:

A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for

each unused day of sick leave certified to the board by his or her employer.

10. CHILD BIRTH DISABILITY LEAVE

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the ~~six weeks~~six-week maximum.

11. HEALTH BENEFITS

A. Dental

The District shall, subject to availability, provide full-time employees and dependents with a dental plan. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.

B. Vision Care Plan

The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month per employee toward the cost of the District's plan.

C. Medical

For employees or retirees who are enrolled in the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium, and any additional amount above the premium cap. These contributions amounts will be effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1.

The premium cap will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:
 - 1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
 - 2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
 - 3. Dependent care reimbursement;
 - 4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and
 - 5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.
- G. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.
- H. Transition Coverage
 - 1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
 - 2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.

3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.
4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

I. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:

"...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board."

2. Except for employees retiring for service connected disability, all employees hired after December 1, 2011 who qualify as annuitants will obtain twenty-five percent (25%) credit towards retiree medical upon reaching five (5) years of service with the District. Qualifying annuitants will receive an additional five percent (5%) credit towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District, for each additional year of service, as set forth in Section 22896 of the Government Code.

- J. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined in paragraph 10(C) above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

12. RETIREMENT BENEFITS

- A. Employees shall make PERS member contributions as follows:

1. For employees who do not meet the definition of a "new member" under PEPRA ("classic safety members"), the full member's PERS

contribution shall be nine percent (9%) of the employee's compensation reported to PERS.

2. For employees who meet the definition of a "new member" under PEPR, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.
3. In addition to paying the member contributions identified in paragraph 11(A) above, classic safety members shall engage in cost-sharing, pursuant to Government Code section 20516 (a), by contributing an additional three percent (3%) of the employee's compensation reported to PERS towards the employer's PERS cost.
4. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis).

B. Specified Benefits

Upon meeting the statutory requirements, all employees shall be covered by the Public Employee's Retirement System (PERS). The District's contract with PERS includes the following provisions:

1. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.
2. One-half Continuance Benefit;
3. All remaining accumulated sick leave in the employee's account may, upon retirement, be applied for retirement credit under the provisions of Section 20965 of the California Government Code;
4. Benefit Levels:
 - 1) Classic Safety members shall be three percent (3%) at age fifty (50) and
 - 2) Safety Employees who qualify as new members under PEPR shall be 2.7% at age 57.

13. EDUCATION INCENTIVES

A. Accreditation Standards

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a recognized institution.

The same language is applicable for those who submit for an incentive that is "commensurate" with the knowledge and abilities of the job position held. The degree must have been obtained through a recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a ~~case-by-case~~case-by-case basis

- B. Safety managers (who do not include senior safety managers) who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.
- C. Safety managers who possess a certificate in Fire Science or Fire Technology from a Community College shall receive an additional three percent (3%) of base pay.
- D. Safety managers who possess one or more Associate Degrees shall receive an additional six and one-half percent (6.5%) of base pay for the degree(s). Multiple degrees will not result in more than 6.5%.
- E. Safety managers who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional ten and one-half percent (10.5%) of base pay. All above certificates and degrees, B through F shall not exceed ten and one-half percent (10.5%) of base pay.
- F. The maximum amount an employee may receive in educational incentives and allowance is ten and one-half percent (10.5%) of base pay.
- G. In addition to the above educational incentives, safety managers shall be eligible for Continuing Education (CE) incentive ~~at five percent (5%) of base salary. CE criteria shall be at the sole discretion of the Fire Chief. under the following conditions:~~

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1. Purpose and Eligibility

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An employee may receive a Continuing Education Incentive equal to five percent (5%) of base pay by completing routine and consistent continuing education. Base pay shall mean the employee's regular hourly rate of pay, exclusive of overtime, specialty pays, incentives, or other premium compensation. The purpose of the Continuing Education Incentive is to encourage employees to participate in continuing education and professional development activities that enhance the employee's knowledge, skills, abilities, and overall capacity to perform the duties of their assigned position. The Continuing Education Incentive shall be uniformly applied to all employees within eligible classifications who satisfy the requirements of this section.

2. Annual Continuing Education Requirement

In order to qualify for pay pursuant to this provision, eligible employees must successfully complete no less than twenty-four (24) hours of District approved continuing education, training, coursework, seminars, certifications, workshops, or other professional development activities during each annual qualification period. The annual qualification period shall be the twelve-month period beginning January 1 and ending December 31 of each calendar year. Eligibility for the Continuing Education Incentive shall be determined based upon continuing education completed during the applicable annual qualification period. Approved training shall be directly related to the employee's job duties and shall enhance the employee's ability to perform the functions of the employee's classification.

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3. Evaluation and Approval Process

The District shall maintain a formal and standardized process for evaluating and approving continuing education activities. To qualify for the Continuing Education Incentive, courses, programs, certifications, or other educational activities must be determined by the District to:

- i. Be reasonably related to the employee's current job duties, classification, or professional responsibilities;
- ii. Enhance the employee's ability to perform assigned job functions;
- iii. Improve professional knowledge, technical skills, operational effectiveness, regulatory compliance, public safety, leadership, management, or other competencies relevant to District operations; and
- iv. Be available for approval under standards applied uniformly to all employees within eligible classifications.

The District's approval process shall be administered consistently and without arbitrary discretion. Documentation requirements and approval criteria shall be communicated to all eligible employees.

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4. Payment of Incentive

Employees who satisfy the requirements of this section shall receive a Continuing Education Incentive equal to five percent (5%) of base pay. The Continuing Education Incentive shall be paid monthly as part of the employee's regular paycheck and shall be separately identified from the employee's regular pay rate. The Continuing Education Incentive shall be paid only while the employee continues to satisfy the eligibility requirements contained in this section.

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5. Loss and Reestablishment of Eligibility

An employee who fails to complete the required continuing education hours during an annual qualification period shall cease to be eligible for the incentive in the subsequent year until the requirements have again been satisfied and verified by the District. An employee who loses eligibility for the Continuing Education Incentive may reestablish eligibility by completing the required twenty-four (24) hours of District approved continuing education and providing

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satisfactory documentation to the District. Upon verification by the District that all requirements have been satisfied, the Continuing Education Incentive shall become effective on the first day of the month following verification and shall continue thereafter in accordance with the provisions of this section.

6. CalPERS Reporting

The parties acknowledge that the Continuing Education Incentive is intended to qualify as Educational Incentive Pay and shall be administered in accordance with applicable provisions of the Public Employees' Retirement Law (PERL), Government Code section 20636, and applicable California Code of Regulations provisions governing special compensation. To the extent permitted by applicable law and regulation, the Continuing Education Incentive shall be reported to CalPERS as special compensation and shall not be included in the employee's payrate. The District shall report the incentive in accordance with applicable CalPERS reporting requirements for Educational Incentive Pay.

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- H. Senior safety management employees shall not receive any Continuing Education (CE) incentive, or other education incentives or allowances described by this section.

14. AT-WILL EMPLOYMENT

All senior safety management and safety management employees are employed at-will, meaning that the Fire Chief has the right to terminate employment at any time, for any reason, and with or without cause for any reason and/or notice.

At-will employees in senior safety management and safety management positions who are terminated, shall receive either a six (6) month severance at the time of termination, or reassignment to their previous position through exercise of Bump Back rights so long as the reassignment does not violate the terms of any existing Collective Bargaining Agreement, Memorandum of Understanding, or other agreement applicable to that position. The decision shall be at the sole discretion of the Fire Chief, and in no case shall these options be available in the event the Fire Chief, in his sole discretion, determines good cause exists for the termination.

Nothing stated herein shall effectaffect the at will status of any senior safety management employee.

15. DAY SHIFT CONVERSION

As this resolution shall affect employees working both a forty (40) hour workweek and a 24-hour shift schedule, the 1.4 conversion factor will be applied where appropriate.

16. OUT OF CLASS ASSIGNMENTS

Assistant Chiefs or Deputy Chiefs may work in out-of-class assignments if the position is vacant or assigned duties have been appointed while the Deputy Chief or

Fire Chief is utilizing vacation leave, holiday leave, sick leave, bereavement leave, or any assigned leaves designated by the District.

Compensation for out-of-class work shall be paid at the rate, which provides a minimum of five percent (5%) salary increase based on the "total hourly compensation." Out-of-class premium pay ranges shall be at the lowest step which provides at least a minimum five percent (5%) salary increase on the "total hourly compensation".

17. LONGEVITY PAY

A. Effective January 1, 2023 sSenior safety management and safety management employees shall receive longevity pay incentives based on years of continuous service with the District, as reflected on the District's longevity pay roster. Longevity pay shall be calculated as a percentage of the employee's base salary and applied as follows:

- 10 years of continuous service: 2% of base salary
- 15 years of continuous service: 4% of base salary
- 17 years of continuous service: 6% of base salary
- 20 years of continuous service: 9% of base salary
- 25 years of continuous service: 12% of base salary

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The total longevity pay incentive shall not exceed twelve percent (12%) of base salary.

B. Longevity Pay Service Date

The longevity pay roster shall list each employee's service date, which will be used to determine eligibility for longevity pay. Except as provided below, the service date shall be the employee's initial hire date, and only consecutive years of service with the District, regardless of rank held during those years, shall count toward longevity pay eligibility.

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Employees who separate from District employment and are subsequently reinstated shall receive an adjusted service date for purposes of calculating longevity pay. The adjusted service date shall credit the employee for prior District service while excluding the period of separation. The adjusted service date will be reflected on the longevity pay roster and used to determine the employee's longevity pay eligibility.

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Example: An employee hired on November 1, 2005, who separated on March 2, 2016, and was reinstated on March 3, 2017, would receive an adjusted service date of November 2, 2006, reflecting prior service with the one-year separation excluded.

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For purposes of this section, continuous service shall mean uninterrupted employment with the District. Approved leaves of absence, including but not limited to vacation, sick leave, administrative leave, and legally protected leave, shall not constitute a break in service; however, separation from District employment shall interrupt continuous service, except as otherwise provided for reinstated employees under the adjusted service date provisions outlined above.

shall be entitled to longevity pay at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is 9% of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is 12% of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

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PASSED, APPROVED AND ADOPTED this ~~22nd day of February, 2024~~ ^{9th day of July, 2026}. I, MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT HEREBY CERTIFY the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

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AYES:
NOES:
ABSENT:
ABSTAIN:

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

Marni J. Rittburg, CMC, CPMC
Clerk of the Board

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ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

10545 Armstrong Ave. Suite 200 • Mather, California 95655 • Phone (916) 859-4300 • Fax (916) 859-3720

DATE: July 9, 2026
TO: Board of Directors
SUBJECT: Purchase Approval - Purchase of Firewalls

TOPIC

Staff requests Board approval for the purchase of two firewalls from Sai 8 Holdings, Inc. (dba FSi Tech) using the California Multiple Award Schedule (CMAS) #3-24-07-1028.

BACKGROUND

The Sacramento Metropolitan Fire District (District) uses firewalls to secure its network and remote access. The existing firewalls have reached the end of their useful life and require replacement.

DISCUSSION

The District intends to fulfill this purchase utilizing CMAS #3-24-07-1028. Public Contract Code (PCC) § 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for acquisition of information technology and non-information technology products and services. Additionally, PCC § 10298 authorizes local government agencies to use CMAS and other Department of General Services (DGS) agreements without competitive bidding. All pricing, products and/or services offered on the CMAS must have been previously bid and awarded on a Federal General Services Administration (GSA) multiple award schedule.

This purchase includes 5-year licensing, security subscription, and network support for both firewalls.

FISCAL IMPACT

Funding for this purchase is included in the 2026/2027 general fund fiscal budget.

RECOMMENDATION

Staff recommends that the Board of Director's allow the District to procure the firewalls from FSi Tech using CMAS #3-24-07-1028.

Submitted by:

Mathew Roseberry

Mathew Roseberry,
Director of Information Technology

Approved by:

Joe Fiorica

Joseph A. Fiorica (Jun 26, 2026 22:55:07 PDT)

Joe Fiorica,
Deputy Chief of Administration

Attachment 1: FSI Quote



Quote

Quote# ID:20214381

SAI 8 Holdings, Inc (dba FSI Tech)

7411 Carnoustie Ct
Gilroy California 95020

Bill To

Sacramento Metropolitan Fire District
Sacramento Metropolitan Fire District Mathew Roseberry
10545 Armstrong Ave. Suite 200
Mather CA 95655

Ship To

Sacramento Metropolitan Fire District
Sacramento Metropolitan Fire District Mathew Roseberry
10545 Armstrong Ave. Suite 200
Mather CA 95655

Quote Date	Expiry Date	Sales person	Service Start Date	Service End Date
11-10-25	12-10-25	Louis Bisbiglia	01-15-26	01-15-31

#	Item & Description	Qty	Unit Price	Tax	Amount
1	PAN-PA-1410 Palo Alto Networks PA-1410 Firewall Appliance	2.00	8,167.00	1,429.23	16,334.00
2	PAN-SVC-PREM-1410-5YR PA-1410 PREM SUP 5YR 60MO TERM (60 MONTHS) TERM.	2.00	8,985.00	-	17,970.00
3	PAN-PA-1410-BND-CORESEC-5YR 5YR PA-1410 CORE SEC SUB	2.00	33,050.00	-	66,100.00
4	PAN-PA-1420-PAA-5YR-HA2 PA-1420, Prisma Access Agent subscription, for one (1) device in an HA pair, 5 years (60 months) term.	2.00	13,138.00	-	26,276.00
5	Shipping Shipping	2.00	29.99	-	59.98

Sub Total 126,739.98

Total Taxable Amount 126,739.98

CA STATE TAX (6%) 980.04

CA COUNTY TAX (0.25%) 40.84

CA CITY TAX (1%) 163.34

CA SPECIAL TAX (0.5%) 81.67

CA SPECIAL TAX (1%) 163.34

Total **\$128,169.21**

Notes

cmas # 324071028 exp 6-26-2027

Ask Me About:

ERATE Firewalls, Web Filtering, Classroom Management, Endpoint Security, Email Security, CASB and IP Phones

Louis Bisbiglia

Office: 916-670-1072

Email: Louis@FSI.Tech

Web: www.FSI.Tech

Terms & Conditions

If you have a sales Tax Exempt Certificates, please send that to Accounts@FSI.Tech - We do our best to estimate sales tax, and it may change at the time of invoicing. If we do not have a nexus established in your state, you agree to pay sales and use tax based upon your state tax laws.

We would like to take this opportunity to remind you of our warranty terms and policy for all products purchased through our company. As a responsible and reputable business, we want to ensure that you are fully aware of our policies to avoid any confusion or misunderstandings in the future.

Firstly, please note that all warranty terms are based on the respective manufacturer's terms.

Secondly, all warranty claims must be made within the specified period outlined by the manufacturer.

Lastly, we would like to remind you that all terms and conditions of our warranty policy are final. We strive to provide the best service and products to our customers, and we have carefully selected our manufacturers to ensure that they offer high-quality products with fair warranty terms.

We hope that this information clarifies any questions you may have about our warranty terms and policy. If you have any further inquiries or concerns, please let your Account Manager know.



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: July 9th, 2026
TO: Board of Directors
SUBJECT: Purchase Approval – Personal Protective Equipment – Structural Firefighting Turnouts

TOPIC

Staff requests approval from the Board of Directors (Board) for the purchase of Personal Protective Equipment (PPE) for Fire Academy Class 26-1, mandated turnout replacements, single layer PPE for Metro Medic Program (MMP) members, and Community Risk Reduction Division (CRRD) staff from Great West Fire and Safety (GR8WEST) utilizing Sourcewell cooperative contract #010424-FDX. Additionally, staff seeks Board approval for the continued utilization of this contract for future PPE Purchases.

BACKGROUND

In September of 2024 the Board approved the authorization to purchase turnouts from Municipal Emergency Services, Inc. (MES) using Sourcewell contract #010424-MES. Since this approval, Fire-Dex, the manufacturer of the turnouts purchased under this contract, has informed the Sacramento Metropolitan Fire District (District) that MES is no longer an authorized distributor for Fire-Dex and the District can therefore no longer use this contract for purchasing their products.

Fire-Dex, however, was also awarded a contract under the same Sourcewell Request for Proposal (RFP), RFP #010424 Firefighting Personal Protective Equipment. Under Fire-Dex's Sourcewell contract 010424-FDX, GR8WEST is an authorized distributor of Fire-Dex products. This current contract will expire March 27, 2028, however, it may be extended for up to three additional one-year terms.

DISCUSSION

In an effort to maintain compliance with NFPA 1970 and 1850 standards, the Wellness, Health & Safety Division wishes to utilize Sourcewell contract #010424-FDX to fulfill the District's ongoing need to purchase replacement turnouts, single layer PPE for new hires, turnouts that are beyond repair or have reached their 10-year lifespan, in addition to the turnouts that will be needed for future fire academies. Sourcewell is a State of Minnesota local government unit and service cooperative that facilitates competitive public solicitations and contract award processes for the benefit of its 50,000+ participating entities across the United States and Canada. Cooperative purchasing provides participating agencies increased administrative efficiencies and the power of combined purchasing volume that

results in overall cost savings. Purchasing has reviewed the documents from Sourcewell in relation to agreement #010424 and has confirmed the District may utilize this cooperative agreement.

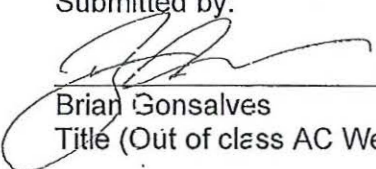
FISCAL IMPACT

The proposed cost for this purchase of PPE is \$615,280.70. This cost is included in the District FY 2023/2027 Preliminary Budget within the General Fund.

RECOMMENDATION

Staff recommends that the Board authorize the current purchase of PPE from GR8WEST using Sourcewell contract #010424-FDX, in addition to authorizing the continued utilization of this contract for future purchases until the contract expires or is terminated. Future purchases will be contingent upon the Board approving the appropriation of funds in the budget for such purchases.

Submitted by:


Brian Gonsalves

Title (Out of class AC Wellness, Health, Safety)

Approved by:

Tyler Wagaman

Name

Fire Chief or Deputy Chief, Division)

ATTACHMENTS:

Attachment 1: Fire-Dex Contract 0104242

Attachment 2:

Attachment 3:

Signature: Tyler Wagaman
Tyler Wagaman (Jul 1, 2026 10:57:25 PDT)

Email: wagaman.tyler@metrofire.ca.gov



Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fire-Dex, LLC, 780 S. Progress Dr., Medina, OH 44256 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

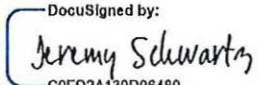
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

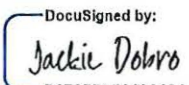
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Fire-Dex, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/26/2024 | 1:49 PM CDT

DocuSigned by:

By: B1FCFEBEA26C4C4...
Jackie Dobro
Title: Director of Sales Operations
Date: 3/26/2024 | 10:22 AM CDT

RFP 010424 - Firefighting PPE and Related Equipment Cleaning

Vendor Details

Company Name: Fire-Dex LLC
Address: 780 South Progress Dr.
Medina, OH 44256
Contact: Jackie Dobro
Email: jackiedobro@firedex.com
Phone: 330-723-0000 375
Fax: 330-723-0035
HST#: 20-8033614

Submission Details

Created On: Wednesday November 15, 2023 10:20:50
Submitted On: Thursday January 04, 2024 09:30:00
Submitted By: Jackie Dobro
Email: jackiedobro@firedex.com
Transaction #: 66a87f47-371d-449d-a964-47783ef20102
Submitter's IP Address: 107.214.51.128

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Fire-Dex, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0MFJ4 Unique Entity ID: N9SZSA1N6BR6
5	Proposer Physical Address:	780 S. Progress Dr. Medina, Ohio 44256
6	Proposer website address (or addresses):	www.firedex.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jackie Dobro Director of Sales Operations 780 South Progress Drive Medina, OH 44256 Jackiedobro@firedex.com Office: (330) 427-8453 Cell: (216) 235-2250
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jackie Dobro Director of Sales Operations 780 South Progress Drive Medina, OH 44256 Jackiedobro@firedex.com Office: (330) 427-8453 Cell: (216) 235-2250
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelsey McKinley Contract Administrator 780 South Progress Drive Medina, OH 44256 kelseymckinley@firedex.com Office: (330) 427-8440 Cell: (614) 747-2078

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Fire-Dex is a family-owned and operated company that prides itself on being the fastest-growing manufacturer of head-to-toe PPE for first responders and the world's largest Independent Service Provider (ISP) of PPE care and maintenance under its subsidiary, Gear Wash. Headquartered in Medina, Ohio, with three additional manufacturing locations in Georgia, North Carolina, and Mexico, we are a global company that prides itself on being a family-owned and operated business with a mission "to serve those who serve". For 40 years, our dedicated team of associates has helped pave the path of innovation for new products and services that focus on the health and safety of first responders by offering turnout gear, alternative PPE, boots, hoods, gloves, helmets, and PPE rentals. Fire-Dex is a privately held company acquired in 1983 and that has since expanded, acquiring Chieftain Safety Manufacturing in 2008, TEGGEN in 2015, and Gear Wash in 2019. With a strong emphasis on health and safety, Fire-Dex has paved the path of innovation for the manufacturing of firefighting gear while focusing on the continuous improvement of our products and processes. Fire-Dex has an on-site laboratory and uses the efficient Toyota Sewing System, using the youngest fleet of state of the art sewing machines and fabric cutting machines in the industry. Our vision is to become the world leader in personal protective equipment and are values are FIRE: F - Fun, I - Integrity, R - Respect, E - Excellence.
11	What are your company's expectations in the event of an award?	In the event of an award, Fire-Dex would expect to market & use this contract selling to departments throughout the entire United States & Canada.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Fire-Dex LLC is a privately held company. As such these financial statements are extremely confidential and are meant to be used specifically for this bid process only. We have included the most recent consolidated financial statements in our response.
13	What is your US market share for the solutions that you are proposing?	Fire-Dex has an approximate US market share of 15% for the products we are proposing.
14	What is your Canadian market share for the solutions that you are proposing?	Fire-Dex has an approximate Canadian market share of 3% for the products we are proposing.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Fire-Dex has never petitioned for bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Fire-Dex is a manufacturer that has a dedicated sales team of 18 persons throughout the US. We also have a sales operations team who provides service for contracts and a dedicated customer service team of 9 who service our dealer accounts. We utilize a dealer network throughout the US and Canada who have sales representatives that are employed by each individual dealer.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Fire-Dex is ISO 9001: 2015 certified. Our products are also independently certified at UL or SEI and include NFPA 1971 certified turnout gear, boots, gloves, standard knit hoods, particulate barrier hoods, and helmets; NFPA 1999 certified EMS coat & pants, NFPA 1951 & 1999 certified USAR coats & pants, NFPA 1951 & 1977 certified TEGGEN51 fatigues, NFPA 1977 certified Wildland coats, pants & coveralls, and NFPA 1951 certified gloves.
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	Fire-Dex products are tested at UL and SEI and are NFPA compliant. Our boots are NFPA 1971 & 1992 compliant, our hoods, gloves, helmets, & turnout coats & pants are NFPA 1971 compliant, our EMS coats & pants are NFPA 1999 compliant, our USAR coat & pants are NFPA 1999 & 1951 compliant, our TEGGEN51 fatigues are NFPA 1977 & 1951 compliant, our Wildland coats, pants & coveralls are NFPA 1977 compliant, and we also offer a NFPA 1951 certified glove.
19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not and have not had any "suspension or debarment" information for our organization, this is not applicable to our company

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	Fire-Dex has received multiple awards throughout the past five years including: SR 2019 most valuable brands award, Smart Culture Award, NorthCoast 99, Weatherhead 100, Growth and Family Business & Longevity Award, Cascade Capital Business Award, Huntington Legacy Award, Inc. 5000 list, Northeast Ohio Smart 50 Award. Many of these awards have been won in multiple years.
21	What percentage of your sales are to the governmental sector in the past three years	An estimated 5% of our sales have been to the government sector in the past 3 years.
22	What percentage of your sales are to the education sector in the past three years	We estimate that less than 1% of our sales have been to the education sector in the past 3 years.
23	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fire-Dex currently holds the following contracts with the estimated average annual sales for the past 3 years: New York Contract: \$502,595 New Jersey Contract: \$2,537,434 Mississippi Contract: \$362,424 Houston-Galveston Area Council Contract: Unknown, use of dealers with their own executed contracts processing orders Buyboard: Unknown, use of dealers with their own executed contracts processing orders Sourcewell: \$211,019
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fire-Dex does not hold any GSA contracts.

Table 4: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Salem Fire Department	Chief John Prillaman	540-389-7128
Tipton County Fire Department	Chief Jonathan Piercey	901-476-0217
Gallatin Fire Department	Assistant Chief Scott Woodward	615-452-2543

Table 5: Top Five Government or Education Customers

Line Item 26. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
US Navy SW	Government	California - CA	Outfitting members for search and rescue teams with boots and alternative PPE	Multiple transactions of boots and alternative PPE	\$137,000
MS Military Department	Government	Mississippi - MS	Outfitting members with turnout gear, boots, gloves, hoods, and alternative PPE	Multiple transactions of various products	\$74,000
Red Rocks Community College	Education	Colorado - CO	Turnout gear for fire academy	80 sets of turnout gear	\$82,000
New Jersey EMS Task Force	Government	New Jersey - NJ	Outfitting search and rescue team members	104 USAR coats	\$82,000
Division of Homeland Security and Emergency Services-New York	Government	New York - NY	Outfitting members with turnout gear, boots, gloves, hoods, and alternative PPE	Multiple transactions of various products	\$91,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
27	Sales force.	Fire-Dex has a Vice President of Sales, a Senior Regional Zone Director, 2 Regional Zone Directors, 8 Regional Sales Managers, a Metro account representative, and a Director of International Sales. We also have a Sales Operations team of 4 members who support the outside sales team. All of these employees are direct and full-time, located throughout the United States.
28	Dealer network or other distribution methods.	Fire-Dex utilizes a distributor network that is spread throughout the US & Canada who are employed by each distributor individually. We have authorized distributors in each state and throughout Canada.
29	Service force.	Fire-Dex has a team of 9 customer service members who service our distributor accounts and process orders.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are received through email or our FireWriter ordering system and processed by the customer service team. Acknowledgements are sent to the distributor as a confirmation of the order with estimated ship dates and orders are invoiced once they have been shipped. All orders will be handled by authorized Fire-Dex distributors.
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service manager has a team of 8 customer service representatives who have dedicated dealer accounts and areas that they service. All orders are processed in a timely manner. When an inquiry is sent to our customer service representatives, through phone or email, they are responded to within 24 hours. Customer service representatives are cross-trained across accounts to be able to provide service at all times to each account.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Fire-Dex has authorized distributors throughout the United States and Canada and 16 sales representatives that service this area, including one specifically for metro accounts. Our customer service team has a dedicated representatives for each area within the United States and Canada to assist with orders and inquiries. We offer a variety of products that will be offered to any participating entity.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Fire-Dex has several dealers throughout Canada and a Director of International Sales who is the primary Fire-Dex contact for Canada. Our customer service team has a dedicated representative to process Canadian orders. We offer a variety of products that will be offered to any participating entity.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Fire-Dex will service the entire United States & Canada.
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Fire-Dex plans to service all Sourcewell Member sectors through the proposed contract.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions that apply to members in Hawaii, Alaska, or US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We plan to continue educating our dealer network as well as the fire departments we work with and talk to through various marketing mediums about the benefits of ordering using this contract. This will include continuing to include information about utilizing this contract as a resource to our website (https://www.firedex.com/fire-department-procurement-contracts/), optimizing SEO and implementing an ongoing social media and email strategy to effectively reach our target audience. We provide training to new Fire-Dex employees and authorized distributors on the use of this contract and provide them with reference materials that can be shared with interested departments who wish to make a purchase. Attached is an example.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Fire-Dex has a section dedicated to our current Sourcewell contract on our website (https://www.firedex.com/fire-department-procurement-contracts/) and intends to keep this resource up to date. We will continue to implement social media to enhance marketing effectiveness of this contract, including Facebook and Instagram.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe Sourcewell should continue to promote this contract on their website, giving easy access to members searching for the items included in the solicitation. Sourcewell should also continue to promote webinars for vendors & members that review the benefits of using a contract such as this in order to easily and effectively purchase the items their departments need. Fire-Dex plans continue to have the Sourcewell contract included in our sales process by continuing on-going training to our sales team & dealer network on the availability of the contract & including the "how to purchase" guide for using this contract (attached) as well as keeping the details of the contract available on our website.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Fire-Dex offers several items through e-procurement (https://www.firedex.com/shop/). We also have several distributors who offer e-procurement ordering.

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Fire-Dex has various resources for training available on our website and at our headquarters in Medina, Ohio. Our sales team and dealer network are available for training by appointments. These are optional training sessions and the cost of travel to Ohio would be incurred by the attendees. Fire-Dex would provide lodging and meals. We also host various training webinars a routinely send newsletters and other communications for continued education around our products.
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	Fire-Dex offers an exclusive outer shell material, TECGEN71, that is the only outer shell on the market that can be paired with the lightest thermal liners and moisture barriers to create the most lightweight system available. We have also introduced a new product, AeroFlex™, is the first and only turnout suit to utilize AeroVent™ Technology, a ventilation design that maximizes airflow efficiency. By ingeniously incorporating four strategically placed vents, air flows from the wearer's core through the thermal liner and moisture barrier where heat increases the most: under the armpits and along the inner thighs. Active movement promotes airflow by decreasing the amount of sweat buildup, keeping your body cool and dry. By combining a breathable, 3-layer composite system, the VaporLite™ Panels offer the best RET and THL performance in the industry by moving heat via the evaporation of sweat-carrying moisture vapor from your skin to the outer environment. Ultimately, AeroFlex™ provides enhanced breathability that enables you to regulate your core body temperature, reducing the risk of heat stress and other cardiac-related issues.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Fire-Dex continues to recycle and has a commercial grade water bottle refilling station at our headquarters located in Medina, Ohio.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Fire-Dex does not have any of these ratings or certifications related to energy efficiency or conservation.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Fire-Dex does not have any WMBE or SBE certifications.
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Fire-Dex is solely focused on the fire service and is the only personal protective clothing manufacturer to produce head to toe protection. The TECGEN71 outer shell material is owned exclusively by Fire-Dex and is lighter, thinner, and more flexible in order to combat with heat stress which is the leading cause of line of duty deaths in the industry. AeroFlex™ is the first and only turnout suit to utilize AeroVent™ Technology, a ventilation design that maximizes airflow efficiency, also designed to combat heat stress.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	All of our products are covered by our general warranty. If an item is covered under warranty that will include parts and labor.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty is valid when products are used as directed.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our general warranty would cover shipping costs to return items for any repair work covered under the warranty.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Fire-Dex works with several independent service providers throughout the US and Canada that we authorize to perform repair work under warranty. Fire-Dex's subsidiary, Fire-Dex GW, LLC dba Gear Wash, is the largest Fully Verified Independent Service Provider (ISP) of PPE care and maintenance in the world and used for performing work under warranty at one of our 10 locations throughout the United States. Warranty requests should be submitted through the customer service representative for the coverage area who will direct you to the nearest warranty repair facility to send the items.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Fire-Dex will only warranty items manufactured by Fire-Dex and is not offering items made by other manufacturers.
52	What are your proposed exchange and return programs and policies?	Fire-Dex does not accept returns or exchanges on custom items unless they are deemed defective. Any stock items can be exchanged or returned with a restocking fee applied.
53	Describe any service contract options for the items included in your proposal.	Fire-Dex does not offer any service contract options in the proposal.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	Fire-Dex prides itself on our performance standards and quality of workmanship. During our manufacturing of products gear goes through 17 inspection points throughout the process. Each team and section has an inspection station with electronic access to specifications and WIs. Fire-Dex has a data collection system to monitor in process quality and productivity and provide quality incentives to insure "Right the First Time" for all sewers. Fire-Dex guarantees high quality workmanship and through continually inspecting not only our products but processes to ensure we best meet our mission of "serving those who serve".
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Fire-Dex is ISO 9001:2015 compliant with an operating culture based upon continuous improvement and process excellence. Fire-Dex has strict process and product controls to ensure the accuracy of all finished products. The Company ensures all methods and procedures used in design and manufacturing are repeatable and robust to meet the high demands of the first responders they supply. Quality Equipment and Facilities Fire-Dex has invested in its facilities and standard processes to ensure the reliability and functionality of its equipment meet the demands of custom production. The equipment consists of state-of-the-art CAD/CAM cutting software and equipment to safeguard the accuracy of custom order production. It is important to note that the company maintains strict controls between design software and manufacturing software. This eliminates the possibility of changing patterns in the manufacturing arena and further heightens our commitment to pinpoint order accuracy. Fire-Dex uses "error proofing" techniques embedded in the pattern design to attain order accuracy throughout sewing operations. The Fire-Dex facility is divided into work cells to promote continuous inspection and efficient flow of material to heighten order quality. Fire-Dex abides by a philosophy that quality is built into a product, yet there are minimum of 17 inspection stations throughout the process to protect order accuracy. Fire-Dex has a sophisticated testing lab within the Medina, Ohio headquarters. The lab is supplied with numerous testing devices that are outlined in test requirements for NFPA standards. The lab is used for routine inspection of raw materials, finished goods, and is used in combination with third party testing labs to facilitate annual re-certification and development of new products. Systems Fire-Dex has a state-of-the-art document management system, with tight editorial controls, that are available to all associates. Forms, documents, procedures, and detailed work instructions are available to every employee with "point and click" access at terminals strategically located throughout the facility. As such, Fire-Dex has rigorous process and product change control procedures to eliminate variation and instill repeatability of the products we manufacture. Fire-Dex also has sophisticated data collection systems to monitor product quality for continuous improvement to the products and effectiveness of the quality management system. All quality metrics are visible to all associates to engage them in the ongoing maintenance and enhancement of the system. Quality records are maintained according to ISO standards and lot traceability is maintained electronically in accordance to NFPA standards. Fire-Dex has a full time Quality Compliance Coordinator, teams of internal auditors, Six Sigma Green Belts, and Six Sigma Black Belts on staff full time. Fire-Dex has a thorough new employee and ongoing employee training program. Fire-Dex continually invests in its staff by providing ongoing quality education programs both internally and with local University's in the area. Fire-Dex actively participates in NFPA standards development and has participated on the committees for greater than 15 years. Records Maintenance Fire-Dex maintains all records required by NFPA 1971 detailing construction of and testing the materials used in manufacturing garments.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Fire-Dex payment terms are net 30. Accepted payment methods are check, wire transfer, or credit card.
57	Describe any leasing or financing options available for use by educational or governmental entities.	Fire-Dex distributors have various financing options available.
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Fire-Dex uses a custom website for quoting and ordering products. Order must be placed through this site which includes standard terms and conditions with each order placed. Examples attached.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Fire-Dex does not accept the P-card procurement and payment process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Fire-Dex has included our full price list for this contract proposal. Fire-Dex would like to offer a 45% discount from list for all items included in the price list provided.
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fire-Dex would like to offer a 45% discount from list for all items included in the price list provided.
62	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts will be considered on a case by case basis.
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Fire-Dex does not offer "sourced" products or related services.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional costs other than shipping or freight.
65	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Fire-Dex & our dealers will negotiate the best rates possible for freight and add them to the invoice.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fire-Dex & our dealers will negotiate the best rates possible for freight and add them to the invoice.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Fire-Dex has offered the same discount off of list pricing structure for all of our awarded contracts (HGAC, BuyBoard, New York State, New Jersey State, Mississippi State)

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Fire-Dex has a newly launched and updated web-based quoting system, Fire-Writer3, which will have the contract prices available. Customer service will review orders received to ensure the contract prices are accurate & to calculate the administrative fee to Sourcewell. These sales will be compiled for the required quarterly report to Sourcewell.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Fire-Dex will review the quarterly report of sales using this contract to determine it's success. Fire-Dex will also compare these reports from the previous contract sales to work for year over year growth and customer retention.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Fire-Dex proposes to continue with a 1% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Fire-Dex manufactures NFPA 1971 compliant custom turnout gear, helmets, gloves, hoods, as well as USAR apparel, EMS apparel, and ARFF apparel. NFPA 1971 compliant leather and rubber fire boots are also available. With a strong emphasis on health and safety, Fire-Dex has paved the path of innovation for the manufacturing of firefighting gear while focusing on the continuous improvement of our products and processes. Fire-Dex has an on-site laboratory and uses the efficient Toyota Sewing System, using the youngest fleet of state of the art sewing machines and fabric cutting machines in the industry.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	Fire-Dex specializes in custom specified orders with over 90% of orders being fully custom. We have recently launched an updated system for ease of customization and visualizing the end product.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Fire-Dex recommends the use of sizing gear and we have trained dealers to accurately perform sizing for their orders and all of our products provided in this contract. Sizing is always provided through a trained and authorized Fire-Dex representative.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Helmets, Footwear, EMS, Wildland, Turnouts, Gloves, Hoods

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
76	Protective Clothing	☒ Yes ☐ No	Fire-Dex offers protective clothing certified to NFPA 1971, 1951, 1999, 1977, available in coats, pants, and coveralls.
77	Helmets and related accessories	☒ Yes ☐ No	Fire-Dex manufactures 2 different styles of helmets (modern & traditional) and offers standard or deluxe version.
78	Other related equipment and accessories	☒ Yes ☐ No	Fire-Dex manufactures 2 different styles of leather boots, 1 rubber boot, 2 styles of gloves, and both standard and particulate blocking hoods.
79	Firefighting apparel and station-wear	☒ Yes ☐ No	Fire-Dex manufactures several product lines of apparel, including wildland offerings.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	☐ Yes ☒ No	N/A
81	Cleaning and decontamination service and maintenance	☐ Yes ☒ No	N/A
82	Firefighting PPE cleaning supplies	☐ Yes ☒ No	N/A
83	Cleaning equipment for other firefighting equipment and tools	☐ Yes ☒ No	N/A
84	Services Related to the equipment described above	☐ Yes ☒ No	N/A

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents In PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcwell Price List 2024.pdf - Wednesday January 03, 2024 14:05:29
- [Financial Strength and Stability](#) - Fire-Dex & Fire-Dex GW Financial Documents 2021-2022.pdf - Thursday December 28, 2023 08:11:44
- [Marketing Plan/Samples](#) - Sourcwell- How to Purchase.pdf - Wednesday December 27, 2023 13:47:15
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Fire-Dex Warranty 11.23.21.pdf - Wednesday December 20, 2023 15:20:36
- [Standard Transaction Document Samples](#) - Fire-Dex Quote Example with Terms & Conditions.pdf - Wednesday January 03, 2024 17:50:03
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Master Catalog.pdf - Wednesday December 20, 2023 15:34:15

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jackle Dobro, Director of Sales Operations, Fire-Dex, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Fri December 15 2023 12:51 PM	☒	1
Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu December 14 2023 01:51 PM	☒	1
Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Mon December 4 2023 04:00 PM	☒	1
Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424 Thu November 30 2023 10:28 AM	☒	2
Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424 Thu November 9 2023 04:34 PM	☒	1

**AMENDMENT #1
TO
CONTRACT # 010424-FDX**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Fire-Dex, LLC** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Firefighting Personal Protective Equipment with Related Equipment Cleaning to Sourcewell and its Participating Entities, effective March 26, 2024, through March 27, 2028 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance—Subsection A. Requirements— Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 4/3/2025 | 1:53 PM CDT

Fire-Dex, LLC

DocuSigned by:
By: Jackie Dobro
B1FCFEBEA26C4C4...
Jackie Dobro, Director of Sales Operations

Date: 4/3/2025 | 1:48 PM CDT