



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 Saylors
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, October 8, 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, OCTOBER 8, 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 4:00 p.m. on Saturday, October 10, 2026, and again at 6:00 p.m. on Monday, October 12, 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

7

Recommendation: Approve the Action Summary Minutes for the Regular Board Meeting of September 24, 2026.



Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 8, 2026

2. **October Board Radar Report** 18
Recommendation: Receive and file.
3. **Adopt Resolution – FY 2026/27 Budget Amendment – Grants Fund 212G** 19
Recommendation: Adopt Resolution approving the budget amendment reflecting the approved programmatic changes.
4. **Adopt Resolutions – 2024 Retirement Commendations** **
Recommendation: Adopt Resolutions commending the following individuals upon their retirement and for their years of skilled performance and commitment to the fire service.
 1. Jason P. Cahill Captain
 2. Mark Griffin Firefighter
 3. David (Scott) Holman Captain
 4. Mark Jones Logistics Manager
 5. Rosemarie B. Jones Grant Specialist
 6. James B. Lee Engineer
 7. Loren Mansel Fire Mechanic
 8. Charles A. Mull Fire Mechanic
 9. Jordan Oakes Captain
 10. Grant W. Russell Battalion Chief
 11. Duane R. Walsh Engineer
 12. Brian Watley Captain
5. **Adopt Resolutions – 2025 Retirement Commendations** **
Recommendation: Adopt Resolutions commending the following individuals upon their retirement and for their years of skilled performance and commitment to the fire service.
 1. Brenden B. Brown Engineer
 2. Eric J. Haus Captain
 3. Jeffrey T. Hickman Captain
 4. Christopher T. Hicks Engineer
 5. Steven D. Johnson Fire Investigator II
 6. Eric G. Kellenberger Captain
 7. Barbara J. Law Fire Marshal
 8. Michael S. Lowry Engineer
 9. Michael D. Lozano Assistant Chief
 10. Gifford R. Michael Captain
 11. Michael Schanzenbach Captain
 12. James Thomas Logistics Technician
 13. Andrew L. Whaley Captain



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REGULAR BOARD MEETING

THURSDAY, OCTOBER 8, 2026

ACTION ITEMS:

1. **Adopt Resolution – Contract Award – RFB 26-06 Fire Station 67 Construction 21**
(Administrative Analyst Erin Castleberry)
Recommendation: Adopt Resolution finding that Diede Construction Inc. is the lowest responsive and responsible bidder and award a contract to Diede Construction Inc. in the amount of \$12,470,850. Staff further recommends that the Board authorize the Fire Chief or his designee to award, negotiate, execute, and administer a contract with the next lowest responsive and responsible bidder if, after ten (10) calendar days of the District's issuance of a Notice of Award, the lowest responsive and responsible bidder has failed to satisfy the conditions of award pursuant to RFB 26-06.
2. **Adopt Resolution – Contract Award – RFP 26-07 Construction Management Services 41**
(Administrative Analyst Erin Castleberry)
Recommendation: Adopt Resolution approving a contract award to Kitchell/CEM, Inc. and authorize the Fire Chief or his designee to negotiate, execute and administer an agreement materially similar to the attached agreement. Staff further recommends that the Board authorize the Fire Chief or his designee to negotiate, execute and administer an agreement with the next highest ranked proposer if, after having bargained in good faith, the District is unable to conclude a final agreement with the highest ranked proposer within ten (10) calendar days following issuance of the Notice of Award.
3. **Adopt Resolutions – FY2025 Assistance to Firefighters Grant Program (AFG) 57 Award**
(Administrative Analyst Erin Castleberry)
Recommendation: Adopt Resolution accepting the FY25 AFG grant and requests that the Board authorize the Fire Chief or his designee to execute all required documents for the administration of the grant award. Staff further recommends the adoption of the attached resolutions to amend the FY 2026/27 Final Budget.

REPORTS:

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

OPERATIONS REPORT – (Deputy Chief Wagaman)

ADMINISTRATIVE REPORT – (Deputy Chief Fiorica)

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



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REGULAR BOARD MEETING

THURSDAY, OCTOBER 8, 2026

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: November 12, 2026, at 4:30 p.m.
 - B. **Communications Center JPA** – (*Deputy Chief Fiorica*)
Next Meeting: October 27, 2026, at 9:00 a.m.
SRFECC Annex – 10240 Systems Parkway, Suite 200, Sacramento
 - C. **Finance and Audit Committee** – (*Director Jones*)
Next Meeting: October 22, 2026, at 5:30 p.m.
 - D. **Policy Committee** – (*Director Clark*)
Next Meeting: November 12, 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
 - 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



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REGULAR BOARD MEETING

THURSDAY, OCTOBER 8, 2026

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –**
Pursuant to California Government Code Section 54956.9: One Case
Significant exposure to litigation pursuant to Paragraph (2) of subdivision (d) of section 54956.9. Pending confidential personnel investigation.
3. **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 – October 22, 2026, at 6:00 p.m.

Posted on October 5, 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, September 24, 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 Webber. Board members present: Clark, Goold, Rice, Stark, Webber, and Wood. Board members on Zoom: Jones, and Saylor. Board members absent: Costa. Staff present: Acting Chief Mitchell and Board Clerk Rittburg.

PUBLIC COMMENTS

No public comments were received.

CONSENT ITEMS

Moved by Director Clark, seconded by Wood, 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 September 10, 2026.

Action: Adopted the Action Summary Minutes.

2. **Purchase Approval – Microsoft Office 365 Licenses**

Recommendation: Allow the District to procure the Microsoft Office 365 licenses from SHI using the Riverside County's Master Agreement No.8084445 - Contract ID PSA-0001524. In addition, purchase any additional Microsoft Office 365 licenses that may be requested during the next two years of the agreement.

Action: Approved.

ACTION ITEMS

1. **Adopt Resolution – Authorization to Award Agreements and Establish A Multiple Award Schedule – RFP 26-03 Other Legal Services**
(Administrative Services Officer Jill Guzman)

Recommendation: Adopt Resolution Awarding a contract to BDG Law Group for the provision of legal services related to Real Estate and Land Use and Public Works and Construction; Amend the District's existing agreement with Kronick Moskowitz Tiedemann & Girard to include the provision of legal services related to Emergency Medical Services (EMS) and Healthcare and Litigation, Dispute Resolution, and Proceedings; and Establish a Multiple Award Schedule (MAS) for legal services related to Labor and Employment and enter into agreements with the selected firms Hanson Bridgett LLP, Kronick Moskowitz Tiedemann & Girard, and Liebert Cassidy Whitmore. Staff further recommends that the Board authorize the Fire Chief or his designee to negotiate, amend, execute, and administer agreements materially similar to the attached agreement. No agreement shall exceed a total duration of seven (7) years, inclusive of any extension or renewal options.

Action: Motion by Goold, seconded by Wood, and carried unanimously by members present to adopt **Resolution 2026-064** awarding a contract to BDG Law Group for the provision of legal services related to Real Estate and Land Use and Public Works and Construction; Amend the District's existing agreement with Kronick Moskowitz Tiedemann & Girard to include the provision of legal services related to Emergency Medical Services (EMS) and Healthcare and Litigation, Dispute Resolution, and Proceedings; and Establish a Multiple Award Schedule (MAS) for legal services related to Labor and Employment and enter into agreements with the selected firms Hanson Bridgett LLP, Kronick Moskowitz Tiedemann & Girard, and Liebert Cassidy Whitmore.

President Costa joined via Zoom at 6:13 p.m.

2. Adopt Resolutions – FY 2026/27 Final Budget

(Chief Financial Officer Dave O'Toole)

Recommendation: Receive presentation and adopt the Resolutions adopting the Final Budget for the fiscal year ending June 30, 2027.

A. Resolution – 2026/27 Final Budget for the General Operating Fund 212A

Action: Moved by Director Clark, seconded by Webber, and carried unanimously by members present to adopt **Resolution 2025-065**, Adopting the Final Budget for the General Operating Fund 212A.

B. Resolution – 2026/27 Final Budget for the Capital Facilities Fund 212D

Action: Moved by Director Wood, seconded by Rice, and carried unanimously by members present to adopt **Resolution 2025-066**, Adopting the Final Budget for the Capital Facilities Fund 212D.

C. Resolution – 2026/27 Final Budget for the Grants Fund 212G

Action: Moved by Director Wood, seconded by Rice, and carried unanimously by members present to adopt **Resolution 2025-067**, Adopting the Final Budget for the Grants Fund 212G.

D. Resolution – 2026/27 Final Budget for the Development Impact Fees Fund 212I

Action: Moved by Director Wood, seconded by Rice, and carried unanimously by members present to adopt **Resolution 2025-068**, Adopting the Final Budget for the Development Impact Fees Fund 212I.

E. Resolution – 2026/27 Final Budget for the Leased Properties Fund 212L

Action: Moved by Director Wood, seconded by Rice, and carried unanimously by members present to adopt **Resolution 2025-069**, Adopting the Final Budget for Leased Properties Fund 212L.

F. Resolution – 2026/27 Final Budget for the Measure O Debt Service Fund 212N

Action: Moved by Director Wood, seconded by Rice, and carried unanimously by members present to adopt **Resolution 2025-070**, Adopting the Final Budget for the Measure O Debt Service Fund 212N.

G. Resolution – 2026/27 Final Budget for the Measure O Building Fund 212O

Action: Moved by Director Wood, seconded by Rice, and carried unanimously by members present to adopt **Resolution 2025-071**, Adopting the Final Budget for the Measure O Building Fund 212O.

H. Resolution – 2026/27 Final Budget for the Special Projects Fund 212S

Action: Moved by Director Wood, seconded by Rice, and carried unanimously by members present to adopt **Resolution 2025-072**, Adopting the Final Budget for the Special Projects Fund 212S.

3. Adopt Resolution – Industrial Disability Retirement – Assistant Chief Keeley

Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Assistant Chief Kiley Keeley has suffered job-related injuries incapacitating him for the performance of duties as an Assistant Chief, and direct staff to continue working with Assistant Chief Keeley through his Industrial Disability Retirement process with CalPERS.

Action: None, item to be voted on after discussion in Closed Session.

REPORTS

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

No Report.

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

Acting Chief Mitchell reported on the following District matters:

Measure O Independent Citizens Oversight Committee (ICOC)

The Measure O Independent Citizens' Oversight Committee held its orientation on September 22, 2026. Members received introductions and overviews of Metro Fire, Measure O, the Committee's role and responsibilities, Brown Act requirements, governance, and the Committee Code of Conduct. The Committee also elected its Chair and Vice Chair and discussed scheduling its next annual meeting.

Labor-Management Collaboration Meeting (LMCM)

Acting Chief Mitchell stated a Labor-Management Cooperation Meeting was held today, September 24, with representatives from District leadership and Local 522. The meeting followed the Labor-Management Interaction Framework previously developed by staff and endorsed by the Executive Committee, which is intended to support consistent and productive communication between labor and management.

The discussion focused on two primary items: meeting expectations and rules of engagement going forward, and implementation of the District's Strategic Plan. The meeting also provided an opportunity to identify next steps and establish a foundation for continued labor-management collaboration. The next meeting is scheduled for October 14th at 9 a.m.

IAFF Fallen Firefighter Memorial

Acting Chief Mitchell reported several Metro Fire members attended the IAFF Fallen Firefighter Memorial in Colorado Springs on September 19. The annual ceremony honors IAFF members who made the ultimate sacrifice. This year was especially meaningful for Metro Fire, as Engineer Mark Rogers' name was added to the Memorial Wall. Acting Chief Mitchell expressed appreciation for those who attended and represented the District in honoring Engineer Rogers and all of the fallen members recognized at this year's ceremony.

Firefighters Burn Institute – Youth Firesetter Program

Acting Chief Mitchell reported that following the Board's comments and discussion regarding the Youth Firesetter Program at the last meeting, staff has continued working with the Burn Institute and evaluating how Metro Fire can best support the program moving forward.

Our internal team met and identified several next steps. Acting Chief Mitchell stated we will be reaching out to all members to gauge interest in supporting the academy/program. Staff is also developing a standardized facility-use agreement and process.

After that work is completed, we will meet again with Burn Institute leadership to continue the discussion and identify next steps. Acting Chief Mitchell stated we remain committed to supporting the program and working with the Burn Institute to help ensure its continued success.

OPERATIONS REPORT – *(Deputy Chief Wagaman)*

Deputy Chief Wagaman reported on the following operational matters:

Incidents:

DC Wagaman reported that during the early morning hours of September 11, our crews responded to a reported apartment fire on Watt Avenue, just north of Whitney. Within minutes, the first engine arrived at a three-story, center-hall apartment complex with heavy fire showing from a first-floor unit and fire beginning to extend into the apartments above.

DC Wagaman stated center-hall apartment complexes present unique challenges for both firefighters and occupants due to shared common access and egress points, the chimney effect created by smoke and heat, and potentially high occupant loads. Recognizing these challenges, our crews had pre-planned firefighting options for this complex countless times over the years. This preplanning played a significant role in the strategies, priorities, and firefighting tactics employed during the incident. The first engine company deployed a hose line and aggressively and strategically attacked the fire, immediately working to prevent further vertical extension into the apartments above. Simultaneously, crews worked to ensure that occupants from the 27 affected apartments were either safely evacuated or sheltered in place, while smoke was expeditiously ventilated from the first, second, and third floors. DC Wagaman stated that unfortunately, the incident resulted in the loss of an adult occupant in the fire origin apartment, as well as a moderate injury to one of our firefighters. The potential for additional injuries and loss of life was significant. However, through the prompt, coordinated, and decisive actions of your firefighters, this additional threat was minimized and further loss of life was prevented.

DC Wagaman reported that during this same period, crews in Rancho Cordova were working to extinguish a five-acre vegetation fire on the American River Parkway. At the same time,

crews were also managing a structure and vegetation fire in Elverta, in an area without readily available water, which required a significant commitment of resources.

DC Wagaman expressed appreciation to Assistant Chief Johnson and all members of the B-Shift team, including our reserve firefighters. Their professionalism, preparation, and coordinated efforts were instrumental in managing these simultaneous dynamic incidents.

Training

DC Wagaman reported our Lithium-Ion Hazard Awareness training for all members is nearing completion. While this training establishes an important foundation, it is only the beginning of our efforts to gather, share, and implement evolving best practices related to the suppression, handling, and decontamination of incidents involving lithium-ion batteries and other energy-storage devices. As these technologies continue to become more prevalent, it is important that we remain proactive in understanding the associated hazards and continue developing effective operational practices to protect both our firefighters and the communities we serve.

Apparatus

DC Wagaman thanked the members who showcased PER1 and the new dozer this evening.

DC Wagaman expressed appreciation to Chief Peck, for his leadership and vision throughout the process of bringing PER1 from concept to implementation. DC Wagaman thanked the Directors for their continued support, which allows us to acquire safe, effective, and necessary fire equipment for our members and the communities we serve.

ADMINISTRATIVE REPORT – (Deputy Chief Fiorica)

Deputy Chief Fiorica reported on the following Administration Branch activities and updates:

Human Resources

DC Fiorica announced that a new Worker's Compensation Coordinator will be starting on October 5th to fill the vacancy created by the previous departure of Angela Lewis. We will introduce him to this Board at a subsequent meeting.

IT/COMMS

DC Fiorica reported staff in the Communications Division continue to work hard on getting vehicles equipped and placed into service. They recently completed the radio equipment install on the second of our new dozers.

Training

DC Fiorica reported that the MMP Academy 26-2 started on Monday of this week with 28 recruits; 7 Paramedics and 21 EMTs, 8 of which are in a Paramedic process.

Finance

DC Fiorica brought CFO O'Toole up to the podium who reported the District was awarded the Award for Outstanding Achievement in Popular Annual Financial Reporting by the Government Finance Officers of America for our Community Annual Report for 2025. The report is used to explain the District's financial condition in a clear and concise manner, and

every version includes a focus on a specific operational area. The 2025 version focused on a 25-year lookback on District operations and significant achievements. This is the 8th consecutive year the district has received this award. With this award, the district has now qualified for its third consecutive "Triple Crown Award" from the GROA. This recognition is achieved by less than one percent of all public agencies in the US and Canada, and in the most recent award year, Metro Fire was one of only three fire agencies recognized. The official announcement is expected early next year. Directors Goold and Wood congratulated the Finance Division.

SUPPORT & EMERGENCY MEDICAL SERVICES – (Deputy Chief Mitchell)

Deputy Chief Mitchell reported on the following Support and Emergency Medical Services Branch activities and updates:

Chief Mitchell stated Station 116 has served the Rio Linda/Elverta community since 1950 and, following a 2024 fire, is no longer inhabitable or compliant with current safety and operational standards. The station has been out of service for several years, so its planned deconstruction will not affect current fire or EMS response. A Community Town Hall is scheduled for September 30 at 6:00 p.m. to provide an update, recognize the station's history, and hear from the community. Following the town hall, Metro Fire will begin the procurement process for deconstruction, with the timeline to be shared once confirmed. No decisions have been made regarding future use of the property.

Chief Mitchell reported that on Wednesday, September 16th the SRIMT was requested and deployed to the Floriston Incident off Interstate 80 (Nevada and Sierra Counties) near the CA/NV Stateline. The team rapidly got set up and assisted the CF NYP Unit, the Humboldt-Toiyabe NF, the TNF other agencies with command and management of the incident. With the involvement of Interstate 80 being closed, this was an event of national impact and awareness. Metro Fire deployed members to successfully assist in the incident, underscoring the value in our participation on this team to prepare our own agency for a major emergency as well as maintain the relationships with our partners who will come to aid if and when we have a need. Most of the SRIMT demobilized yesterday and are back home.

Planning & Development:

Chief Mitchell reported we continue to advance the Board communications initiative, with a focus on developing a more proactive, structured, and consistent communication framework between the Board and the Office of the Fire Chief. Current efforts include development of the Radar Report and Critical Issues Framework, along with two new dashboards to provide visibility into Board-directed projects and key organizational performance measures. A Board Log has also been established to track information requests from Board members and ensure they are assigned and followed through to completion.

Chief Mitchell reported the District has been offered an "Assistance to Firefighters Grant" (AFG25) totaling approximately \$91,000 to support a Neurofeedback Behavioral Health Treatment Program. The grant acceptance and accompanying budget amendment are scheduled to come before the Board for action on October 8. Once accepted, the District will begin coordinating implementation with internal and external partners

EMS:

Chief Mitchell invited EMS Chief Rudnicki up to the podium. Chief Rudnicki reported on the monthly regional APOT meeting held at headquarters and facilitated by the County. Chief

Rudnicki reported current regional APOT performance is approximately 28 minutes, which remains above the established standard/expectation. The region is continuing efforts to improve performance, with an interim goal of 23 minutes and a regional goal of 20 minutes by January 1. Chief Rudnicki reported a presentation was provided regarding local CalAIM resources and their potential intersection with Mobile Integrated Health (MIH) and the continuum of care. Existing resources may provide additional opportunities to connect patients with appropriate services; however, a sustainable funding source for the MIH program has not been identified through CalAIM.

Chief Rudnicki recognized CQI Manager Adam Blitz with an EMS Excellence Award in appreciation of his contributions and commitment to supporting Metro Fire's emergency medical services mission. Adam Blitz provided exceptional professionalism, compassion, and patient advocacy.

3. SMFD – FIREFIGHTERS LOCAL 522 REPORT

Captain Sean Scollard, Local 522 Vice President reported on his recent attendance at the IAFF Fallen Fire Fighter Memorial in Colorado Springs, where members gathered to honor firefighters who died in the line of duty during the previous year, including those receiving delayed recognition. Captain Scollard reflected on the emotional significance of the memorial and the experience of sitting with grieving families. Captain Scollard noted the special significance of honoring Local 522 member Mark Rogers, whose name was added to the memorial wall. Captain Scollard expressed appreciation for the opportunity to support Rogers' family during the ceremony. Captain Scollard stated that Local 522 has attended the memorial annually for approximately six years and anticipates returning next year to honor retired Captain Randy Gross and potentially Hayward Firefighter Travis Foster.

Captain Scollard expressed condolences to the Hayward Fire Department and the family, friends, and colleagues of Firefighter Travis Foster, who recently died after a battle with PTSD and was recognized by the Hayward Fire Department as a line-of-duty death. Captain Scollard thanked Chief Wagaman for coordinating local personnel to provide coverage at overpasses during Firefighter Foster's procession from Santa Cruz to Lincoln. Captain Scollard recognized the Local 522 Honor Guard, particularly Steve Mayer, for its continued commitment to supporting fallen firefighters and their families. Captain Scollard requested that the board meeting conclude with a moment of silence honoring the firefighters whose names were added to the memorial wall this year, as well as those recently lost, including Firefighter Foster.

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)

DC Fiorica reported the Communication Center JPA Board last met on September 22, 2026. Staff provided an update to the Board on their strategic plan. There was no other reportable action taken. The next meeting is scheduled for Tuesday October 27, 2026.

C. Finance and Audit Committee – (Director Jones)

No Report

D. Policy Committee – (Director Clark)

No Report

BOARD MEMBER QUESTIONS AND COMMENTS

Director Stark reported he attended the Measure O Independent Oversight Committee (ICOC) inaugural meeting and welcomed members to the team. He expressed confidence in the committee's ability to provide effective oversight and help maintain voter confidence in implementation of Measure O. Director Stark reported he attended the recent labor-management meeting. He noted that the preliminary discussion was encouraging and expressed optimism that continued dialogue would help advance outstanding matters. Director Stark requested that staff evaluate the District's 15% General Fund reserve policy. Specifically, provide the Board with a clear explanation of the District's workers' compensation reserve and its relationship to the District's overall reserve position. Staff was requested to address:

1. Is the District legally required to maintain a separate workers' compensation reserve? If so, identify the specific requirements and amount that must be maintained.
2. The basis for the approximately \$5.265 million amount? Is it based on a current actuarial recommendation, a self-insurance requirement, Board policy, historical practice, or another methodology?
3. Is any portion legally or externally restricted, or is it entirely Board committed and available for redesignation by board action?
4. How does this reserve relate to the district's roughly 36.8 million actuarially estimated liability, including the roughly 5.3 million current portion? Is the reserve intended to fund anticipated claims, backstop volatility, or serve another purpose?
5. How do comparable California public agencies and self-insured local governments treat workers' compensation reserves? Do they include those resources when describing overall reserve levels?
6. From an accounting, actuarial, legal, and risk management standpoint, would there be any disadvantage if the District maintained one overall reserve of at least 15 percent while continuing to identify a portion for workers' comp risk.
7. Please show the District's reserve position under both approaches, excluding the workers' comp reserve from the 15 percent calculation, and including it.

Director Stark clarified that the objective is not to eliminate the workers' compensation reserve, but to understand whether maintaining it as a completely separate reserve is legally required or provides additional financial protection. Or whether we're effectively maintaining two contingency reserves while only recognizing one when measuring progress toward our 15 percent goal.

Director Wood reminded the Board that the CPF Memorial is scheduled for Saturday, October 3, 2026. Members were directed to CaliforniaFireFoundation.org for event details.

Director Wood reminded the Board about the FFBI Heroes, Hops and Hot Rods fundraising event on Saturday, September 26 from Noon to 4 p.m. at the SacYard Community Tap House, on 33rd Street between Stockton and P Streets. Director Wood encouraged Metro personnel to attend and support the Burn Institute. Director Wood noted that he would be volunteering at the event and highlighted the breweries, food trucks, and car show as event attractions.

Director Goold thanked all staff who consistently comply with the District's accounting procedures, acknowledging that the requirements can be demanding. Director Goold recognized Adam Blitz for his character, dedication, and commitment to serving the community. Director Goold noted that employees who go above and beyond their required duties contribute to the organization's strong relationship with the community, including continued public trust and support for Measure O funding.

Director Rice expressed appreciation to Chief Rudnicki and CQI Manager Adam Blitz for their representation of the organization and the community. Director Rice emphasized the importance of upholding the organization's established standards and expectations, particularly in matters involving sensitive and highly confidential circumstances. Director Rice commended Adam Blitz for his professionalism, transparency, and willingness to address the circumstances and noted that his actions serve as a positive example of the standards expected throughout the organization.

Director Webber recognized the actions of Chief Rudnicki, CQI Manager Adam Blitz, and staff in responding to a sensitive constituent matter. Director Webber noted that, after receiving concerns directly from the individual, he contacted Chief Rudnicki, who coordinated the appropriate response. Director Webber commended the team for implementing requested tools and processes and noted the individual's positive response to the organization's efforts.

Director Webber also recognized Director of Government Affairs Kyle Macdonald for his work with the Measure O ICOC. Director Webber reported that committee members provided positive feedback regarding the initial meeting, including the establishment of meeting ground rules and the presentation of an organizational structure.

Prior to recessing to Closed Session, Director Webber led the Board in a moment of silence in remembrance of the firefighters whose names were added to the memorial wall this year.

CLOSED SESSION:

The Board recessed to closed session at 7:05 p.m. on the following matter(s):

1. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9 (a) – ONE (1) MATTER OF WORKERS' COMPENSATION SETTLEMENT AUTHORITY

James Lee and the Sacramento Metropolitan Fire District
Claim # 25-197436
Workers' Compensation Settlement Authority
Colin Connor of Lenahan, Slater, Pearse & Majernik, LLP

Action: Moved by Clark, seconded by Wood, and carried unanimously by members present to give authority to its third-party administrator to conclude a settlement of the matter.

2. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9 (a) – ONE (1) MATTER OF WORKERS' COMPENSATION COMPROMISE AND RELEASE

Davyd Mostovyy and the Sacramento Metropolitan Fire District
Claim # 4A2302J5HJ60001
Workers' Compensation Settlement Authority
Colin Connor, Lenahan, Slater, Pearse & Majernik, LLP

Action: Moved by Wood, seconded by Clark, and carried 7:2 by members present to give authority to its third-party administrator to conclude a settlement of the matter.

**3. 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

**4. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9 (a) –
ONE (1) MATTER OF INDUSTRIAL DISABILITY RETIREMENT.**

Kiley Keeley and the Sacramento Metropolitan Fire District
Claim # 4A21107106F0001; 25-190723 – Industrial Disability Retirement
Joseph Fiorica, Deputy Chief of Administration

**5. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION –
Pursuant to California Government Code Section 54956.9 (d)(1)
Sacramento Area Fire Fighters, Local 522 v. Sacramento Metropolitan Fire District
Unfair Practice Charge No. SA-CE-1353-M
Ian Sangster, General Counsel**

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

CLOSED SESSION REPORT OUT:

The Board reconvened in open session at 8:47 p.m. General Counsel Ian Sangster reported that the Board met in closed session on six items:

- 1. Workers' Compensation Settlement Authority of James Lee; the Board voted unanimously to give authority to its third-party administrator to conclude a settlement of the matter.
- 2. Workers' Compensation Compromise and Release of Davyd Mostovyy; the Board voted 7:2 to give authority to its third-party administrator to conclude a settlement of the matter.
- 3. Conference with Labor Negotiator; the Board met with its designated labor negotiator; no reportable action was taken in closed session.

4. One (1) Matter Of Industrial Disability Retirement of Kiley Keeley; no reportable action was taken in closed session, and the Board will proceed with the vote in open session now on this matter.
5. Conference With Legal Counsel, Pending Litigation; no reportable action was taken in closed session.
6. Public Employee Performance Evaluation: Fire Chief; no reportable action was taken in closed session.

ACTION ITEM CONTINUED TO AFTER CLOSED SESSION:

3. **Adopt Resolution – Industrial Disability Retirement – Assistant Chief Keeley**
Recommendation: After discussion in Closed Session, consider adopting a Resolution finding Assistant Chief Kiley Keeley has suffered job-related injuries incapacitating him for the performance of duties as an Assistant Chief, and direct staff to continue working with Assistant Chief Keeley through his Industrial Disability Retirement process with CalPERS.
Action: Moved by Director Goold, seconded by Clark, and carried unanimously by members present to Adopt **Resolution 2026-073**, finding Assistant Chief Kiley Keeley Assistant Chief Kiley Keeley has suffered job related injuries incapacitating him for the performance of duties.

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

<https://metrofire.ca.gov/2026-09-24-board-meeting>

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

ADJOURNMENT

The meeting was adjourned at 8:49 p.m.

John Costa, Board President

Brian Rice, Secretary

Marni Rittburg, CMC
Board Clerk

BOARD RADAR REPORT

Monthly Update

St. 67 Project Interagency/Political	
Last Update 10/1/2026	POC AA Castleberry
Status Active	Radar Future Action
Summary Update: The bidding process is complete; the recommended Board action is scheduled for the 10/8 Board meeting.	

St. 116 Deconstruction Community & Reputation	
Last Update 10/1/2026	POC DGA Macdonald
Status Active	Radar Information
Summary Update: Metro Fire held a public meeting on 9/30/26 to update the community about the planned deconstruction, recognize the station's legacy, and provide opportunities for questions and feedback. The community provided passionate feedback about what the station means for them, and the comments will help inform next steps.	

RFP for Strategic Comms Consultant Services Workforce	
Last Update 10/1/2026	POC CDO Frye
Status Active	Radar Future Action
Summary Metro Fire is developing an RFP to support the Board's Goal to Strengthen & Expand Communication. The District seeks a strategic communications consultant to assess current tools and practices and provide practical support to strengthen internal communications, employee engagement, and community engagement through improved tools, consistent branding, and effective content and creative design.	

MIH Regional Advocacy Efforts Interagency/Political	
Last Update 10/1/2026	POC DGA Macdonald
Status Active	Radar Information
Summary Metro Fire continues to advance our MIH 3.0 strategy, which combines local demonstration, state bridge funding / reimbursement reform, and federal reimbursement reform, ahead of the program's possible December 2026 sunset. Our top state priority remains securing \$12 million in bridge funding over three years for the county's MIH providing fire districts.	

CARE Court Interagency/Political	
Last Update 10/1/2026	POC DGA Macdonald
Status Complete	Radar Information
Summary Governor Newsom reports that CARE Court has reached more than 10,000 Californians with serious mental illness since its rollout. A new dashboard was also announced, making county behavioral health planning, funding, and outcomes publicly trackable. Because first responders can petition CARE Court and behavioral health crises often appear in 911 calls, Metro Fire monitors these updates as part of the EMS Continuum of Care.	

CA Legislature End of Session Interagency/Political	
Last Update 10/1/2026	POC DGA Macdonald
Status Active	Radar Information
Summary September 30, 2026 was Governor Newsom's final deadline to sign or veto bills from the 2025-26 legislative session, a session in which 4,243 bills were introduced. Metro Fire continues to monitor the final outcomes of legislation affecting the fire service, EMS, and special districts, and is positioning the District to advance its priorities when the new legislative session convenes in 2027.	

Radar Definitions

Information:	Awareness only- No action required from the Board
Discussion:	Discussion or feedback requested from the Board
Future Action:	Formal Board item is anticipated



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: October 8, 2026
TO: Board of Directors
SUBJECT: FY 2026/27 Budget Amendment – Grants Fund 212G

TOPIC

Adopt a resolution amending the Final Budget for Grants Fund 212G for Fiscal Year 2026/27.

BACKGROUND

On September 26, 2024, the Sacramento Metropolitan Fire District (District) Board of Directors adopted Resolution 2024-125 accepting a FY 2023 Fire Prevention and Safety Grant Program (FP&S) award totaling \$411,821 to fund the addition of (1) full-time fire investigator to the District's Fire Investigations Unit in order to increase the District's capacity to aggressively investigate every fire.

DISCUSSION

The approved FP&S23 project budget included \$383,656 for personnel costs, \$15,020 for contractual training costs, and \$13,145 for supplies to outfit the new personnel. The costs to provide the necessary PPE and supplies for the new investigator was less than expected, resulting in unspent supply funds totaling \$10,854.

In order to reallocate the unspent supply funds into personnel costs, the District submitted a grant amendment request in August 2026 to the funding agency, the Federal Emergency Management Agency (FEMA), which was approved by FEMA on September 23, 2026. A budget amendment to the FY 2026/27 Final Budget is now required to reflect these changes.

FISCAL IMPACT

There is no fiscal impact. Funds are simply transferring from a service and supply account (289800) to a personnel account (111000) to reflect the approved grant amendment

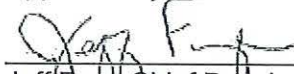
RECOMMENDATION

Staff recommends that the Board adopt the attached budget amendment resolution to reflect the approved programmatic changes.

Submitted by:


Erin Castleberry, Administrative Analyst
Planning and Development

Approved by:


Jeff Frye, Chief Development Officer
Planning and Development

ATTACHMENT: Resolution Adopting a Budget Amendment to the Final Budget for Grants Fund 212G for the Fiscal Year 2026/27



Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR GRANTS FUND 212G FOR THE FISCAL YEAR 2026/27

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, the District has previously accepted a FY2023 Fire Prevention and Safety Grant ("FP&S") award; and

WHEREAS, the District submitted a grant amendment request to the Federal Emergency Management Agency ("FEMA") to utilize unspent funds, which was approved by FEMA on September 23, 2026; and

WHEREAS, on September 24, 2026 the District adopted the Final Budget for Grants Fund 212G for FY2026/27, which did not include these changes.

THEREFORE, BE IT RESOLVED, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Grants Fund 212G for the FY2026/27 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2026/27 INCREASE (DECREASE)
20289800	212G	2126000	2126000000	SUPPLIES	(\$ 10,854)
10111000	212G	2126000	2126000000	SALARIES	\$ 10,854

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

PASSED, APPROVED AND ADOPTED this 8th day of October, 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

DATE: October 8, 2026
TO: Board of Directors
SUBJECT: Contract Award – RFB 26-06 Fire Station 67 Construction

TOPIC

Request to adopt a resolution to award a contract pursuant to Request for Bids (RFB) 26-06 Fire Station 67 Construction.

BACKGROUND

On May 22, 2025, the Sacramento Metropolitan Fire District's (District) Board of Directors (Board) adopted Resolution 25-025 to establish a Qualified Bidders List of seventeen (17) firms who successfully completed the District's pre-qualification process pursuant to Public Contract Code Section 20101 *et seq.* and were determined as eligible to bid on the Station 67 project.

DISCUSSION

On July 17, 2026, the District issued RFB 26-06, soliciting bids from its Qualified Bidders List for the construction of Fire Station 67 (Project). A mandatory pre-bid job walk was conducted on July 22, 2026 and was attended by fourteen (14) Qualified Bidders. A public bid opening was conducted on August 14, 2026 and seven (7) bids were received. After review, three (3) bids were deemed non-responsive and rejected for failure to meet the RFB requirements, leaving four (4) responsive bids.

DL Falk Construction Inc.	\$11,614,050
Diede Construction Inc.	\$12,470,850
Lathrop Construction Associates, Inc.	\$12,659,325
John F. Otto, Inc.	\$12,822,600
DG Granade, Inc.	Non-Responsive
Bobo Construction, Inc.	Non-Responsive
F&H Construction	Non-Responsive

Subsequently, DL Falk Construction Inc., the apparent low bidder, voluntarily requested that its bid be rejected as non-responsive based on alternative administrative grounds.

The District conducted a responsibility evaluation to determine whether the next lowest responsive bidder, Diede Construction Inc. (Diede), has demonstrated the trustworthiness, quality, fitness, capacity, and experience necessary to satisfactorily perform the Project. The evaluation included a review of Diede's public works performance history, claims and disputes, litigation and settlements, current and completed projects, financial statements, and information obtained from project owners and other available sources.

Based on the totality of the information reviewed, the District did not identify a pattern of significant performance deficiencies that would indicate Diede lacks the attributes necessary to satisfactorily perform the Project. Diede's documented performance record demonstrates the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the Project. Therefore, staff recommends awarding the contract to Diede Construction Inc.

FISCAL IMPACT

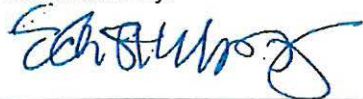
The total contract value is \$12,470,850, which includes a 5% contingency. This cost has already been included in the total project cost of \$16,610,000, authorized through adoption of the District's Capital Improvement Program Plan (CIP), and is currently budgeted in the District's FY 2026/27 Final Budget. The project will be funded through a combination of development impact fee revenues (I Fund) and general obligation bond revenues (O Fund).

RECOMMENDATION

Staff recommends that the Board adopt a resolution finding that Diede Construction Inc. is the lowest responsive and responsible bidder, and award a contract to Diede Construction Inc. in the amount of \$12,470,850.

Staff further recommends that the Board authorize the Fire Chief or his designee to award, negotiate, execute, and administer a contract with the next lowest responsive and responsible bidder if, after ten (10) calendar days of the District's issuance of a Notice of Award, the lowest responsive and responsible bidder has failed to satisfy the conditions of award pursuant to RFB 26-06.

Submitted by:



Erin Castleberry
Administrative Analyst

Approved by:



Jeff Frye
Chief Development Officer

Attachments:

- Attachment 1: Resolution Approving a Contract Award Pursuant to Request for Bids 26-06 Fire Station 67 Construction
- Attachment 2: Bidder Responsibility Evaluation – Diede Construction Inc.
- Attachment 3: Correspondence from DL Falk Construction



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 APPROVE A CONTRACT AWARD PURSUANT TO REQUEST FOR BIDS 26-06 STATION 67 CONSTRUCTION

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, the Board has authorized the Fire Station 67 project for the construction of a new fire station located at 8101 Bradshaw Road in Sacramento, California ("Project"); and

WHEREAS, the District adopted Resolution 25-025 which established a Qualified Bidders List for construction of the Project, pursuant to Public Contract Code Section 20101 *et seq.*; and

WHEREAS, on July 17, 2026, the District issued Request for Bids ("RFB") 26-06, soliciting bids from its Qualified Bidders List for the construction of Station 67; and

WHEREAS, a public bid opening was conducted on August 14, 2026, and seven (7) bids were received; and

WHEREAS, after review, the Board finds that the bids received from DG Granade, Inc., Bobo Construction, Inc., and F&H Construction are non-responsive due to failure to meet the requirements of the RFB; and

WHEREAS, DL Falk Construction Inc. requested that its bid be rejected as non-responsive.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sacramento Metropolitan Fire District, as follows:

1. The Board of Directors hereby finds that the lowest responsive and responsible bidder for the Fire Station 67 project is Diede Construction Inc.
2. The Fire Chief, or his designee, is authorized to execute and administer the attached contract pursuant to RFB 26-06 Fire Station 67 Construction with the lowest responsive and responsible bidder, Diede Construction Inc.
3. The Board of Directors hereby further authorizes the Fire Chief, or his designee, to execute, and administer a contract pursuant to RFB 26-06 Fire Station 67 Construction with the next lowest responsive and responsible bidder if, after ten (10) calendar days of the District's issuance of a Notice of Award, the lowest responsive and responsible bidder has failed to satisfy the conditions of award pursuant to the RFB.

RESOLUTION NO. 2026-XXX

Page 2

PASSED, APPROVED AND ADOPTED this 8th day of October, 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

ATTACHMENT: Public Works Project Agreement

**SACRAMENTO METROPOLITAN FIRE DISTRICT
PUBLIC WORKS PROJECT AGREEMENT**

This Agreement, dated _____ is by and between the Sacramento Metropolitan Fire District ("District"), and ("Contractor"), hereinafter collectively referred to as the "Parties". This Agreement will be effective upon final execution by the Parties.

RECITALS

WHEREAS, the District intends to build a new fire station located at 8101 Bradshaw Road, Sacramento, California (APN 122-0140-010-0000), ("Project"); and

WHEREAS, The District gave authorized notice by its Request for Bids ("RFB") 26-06 Fire Station 67 Construction to solicit bids from the District's established Qualified Bidders List for the Project; and

WHEREAS, the District conducted a public bid opening for the project whereby the Contractor was identified as the lowest responsive and responsible bidder; and

WHEREAS, the District's Board of Directors has authorized the issuance of a contract award to the Contractor; and

WHEREAS, the Contractor is professionally qualified to complete the work of the Project and agrees to complete such work in accordance with the Contract Documents, including the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **HEADINGS**. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
2. **CONTRACT DOCUMENTS**. This Agreement consists of the following documents ("Contract Documents"), all of which are incorporated herein and made a part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - a) This Agreement, any amendments hereto, and any change orders signed by authorized representatives of the District and the Contractor;
 - b) The Project Manual, addenda to the Project Manual signed by authorized representatives of the District and issued prior to bid opening, and change orders and other amendments to the Project Manual signed by authorized representatives of the District and the Contractor;
 - c) The Contract Drawings, addenda to the Contract Drawings signed by authorized representatives of the District and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Contract Drawings signed by authorized representatives of the District and the Contractor;
 - d) RFB 26-06 Fire Station 67 Construction;
 - e) The Contractor's submitted bid package.
3. **INTERPRETATION OF CONTRACT DOCUMENTS**. Any question concerning the intent or meaning of any provision of the Contract Documents, must be submitted to the District for issuance of an interpretation and/or decision by the District, or its designee, in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other method concerning the Contract Documents will not be binding on the District. The decision of the District, or its designee, shall be final.
4. **SCOPE OF WORK**. The Contractor shall furnish all equipment, tools, apparatus, facilities, material, labor, and skill necessary to perform and complete in a good and workmanlike manner the Project in accordance with the Contract Documents and applicable law.

5. CONTRACT TIME. The Contractor must complete the Project in accordance with the Contract Documents within four hundred twenty (420) calendar days from the date specified in the District's Notice to Proceed ("Contract Time"). Remedies for failure to timely complete the Project shall be in accordance with the Contract Documents.
6. CONTRACT PRICE. As full compensation in consideration of completion of the Project in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the District will pay the Contractor in lawful money of the United States the total price of \$_____ as specified in the Contractor's completed Bid Proposal dated _____, which includes a construction contingency allowance of 5%. The final Contract Price shall be the Base Bid, plus any costs charged to the construction contingency. Any unused portions of the construction contingency shall not be charged to the District.
7. PAYMENT. Payment to the Contractor under this Agreement will be for work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The District will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Agreement is first modified in accordance with its terms. The District's obligation to pay the Contractor under this Agreement is subject to and may be offset by charges that may apply to the Contractor under this Agreement. Such charges include, but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
8. INDEPENDENT CONTRACTOR. No relationship of employer and employee is created by this Agreement; it being understood and agreed that the Contractor is at all times an independent contractor, and can perform work for others. The Contractor is not the agent or employee of the District in any capacity whatsoever and the District shall not be liable in any manner for any acts or omissions by the Contractor or for any obligations or liabilities incurred by the Contractor, its employees, or agents.

Neither the Contractor, nor its agents or employees shall have any 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.

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

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

The Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which the Contractor is engaged in the geographical area in which the Contractor practices its profession.

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

9. ELIGIBILITY. Contractor certifies and acknowledges that it is subject to the provisions of California Labor Code Sections 1777.1 and 1777.7 regarding eligibility to perform work on public works contracts. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Project. The Contractor shall hold harmless and indemnify the District from and against any and all damages, costs, and liability arising from any violation of or provision relating to Public Contract Code Section 6109.
10. CONFLICT OF INTEREST. Contractor covenants that it and its subcontractors presently have no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the Board of Directors of the District. Entering into this Agreement does not preclude Contractor from working for others as long as Contractor ensures that such work does not constitute a conflict of interest.
11. ANTI-CORRUPTION/ANTI-FRAUD. Each Party (District and Contractor) 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 consultant of a non-government client or potential client, 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.

The Contractor shall desist, and shall ensure that each of its subcontractors 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 Contractor or its subcontractors or agents. The Contractor warrants that it has not committed any of the aforementioned acts nor has it been the subject of any relevant investigation or inquiry.

12. CONFIDENTIALITY. Contractor agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the District will be kept confidential and not be disclosed to any other person or entity except as required by law. Contractor agrees to immediately notify the District if Contractor is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement. These confidentiality provisions and limitations shall remain fully effective for five (5) years after Contractor's termination of services to the District hereunder.
13. LIMITATION OF LIABILITY. Under no circumstances will the Contractor be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will the Contractor be entitled to limit special or consequential damages claimed by the District. The District shall have all remedies available under California law in the event of breach of this Agreement by Contractor.
14. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Agreement, or any moneys due or to become due under this Agreement, or any other right or interest of the Contractor under this Agreement, or delegate any obligation or duty of the Contractor under this Agreement without the prior written approval of an official authorized to bind the District and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the District and the Contractor's sureties will be void and a material breach of this Agreement subject to all available remedies under this Agreement and at law and equity.

15. NOTICE OF THIRD-PARTY CLAIMS. Pursuant to Public Contracts Code Section 9201, the District shall provide the Contractor with notice of claims relating to this Contract filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the District for its reasonable costs in providing the notification.
16. 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.
17. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.
18. 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 the Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.
19. CHOICE OF LAW AND VENUE. The Contractor agrees that if a dispute arises in the performance of this Agreement that the laws of the State of California will govern. Venue for any legal action arising out of this Agreement shall be in the Superior Court for the State of California, County of Sacramento.
20. NOTICES. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
 - a) Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
 - b) First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c) Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - d) Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

District: Sacramento Metropolitan Fire District
Attn: Erin Castleberry, Planning and Development
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

Contractor: _____

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

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

19. 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 below written.

DISTRICT:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

BIDDER RESPONSIBILITY EVALUATION

DATE: October 5, 2026

BIDDER: Diede Construction Inc.

BID NO.: Request for Bids (RFB) 26-06 Fire Station 67 Construction

1. PURPOSE

This document summarizes the information reviewed by the Sacramento Metropolitan Fire District ("District") in evaluating the responsibility of Diede Construction Inc. ("Diede") for RFB 26-06 Fire Station 67 Construction.

This evaluation was conducted to determine whether Diede has demonstrated the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract (Public Contract Code Section 1103), and to support the Board's ultimate determination of whether or not Diede should be considered a responsible bidder for the purposes of this procurement.

2. EVALUATION APPROACH

The District's evaluation considered the attributes of a responsible bidder, as defined in Public Contract Code Section 1103, and applied a five-question test:

Attribute	Question
Trustworthiness	Does the performance record demonstrate that the District can reasonably rely on the contractor to fulfill its contractual commitments and manage contractual issues in a professional and reliable manner?
Quality	Does the performance record demonstrate that the contractor can consistently deliver work that meets contract requirements and expected standard of workmanship?
Fitness	Does the performance record demonstrate that the contractor is suitably qualified and capable of performing the particular work required under the contract?
Capacity	Does the performance record demonstrate that the contractor has the people, resources, organization and financial ability to perform the work successfully on time and on budget?
Experience	Does the performance record demonstrate that the contractor has a history of successfully performing comparable work?

The District reviewed information concerning Diede's performance on public works projects, including records and information provided by Diede during the pre-qualification process and the subsequent bid process; publicly available records from public agency owners; and direct correspondence with public agency owners of projects performed by Diede.

3. SUMMARY OF PERFORMANCE RECORD

3.1 Contractor-Provided Information

Documents submitted by Diede during the prequalification process and subsequent bid process provide information on ten (10) separate public works projects completed between 2020-2026. The District reached out to owner contacts associated with the projects via phone and/or email with the following questions:

1. How would you characterize the contractor's overall performance on the project, including their ability to perform the work in accordance with the contract documents, meet schedule requirements, and provide adequate staffing and supervision?
2. Did the contractor experience or cause any significant issues related to schedule, quality of work, safety, subcontractor management, responsiveness, contract compliance, or other aspects of project performance? If so, were the issues resolved satisfactorily?
3. Were any formal claims, demands, or disputes filed or asserted by the contractor or the owner in connection with the project, including claims related to additional compensation, delays, time extensions, differing site conditions, defective work, or other contract matters? If so, please briefly describe the nature of the claim, which party asserted it, and the outcome or current status.
4. Based on your experience with the contractor, do you have any concerns regarding their ability to successfully complete another public works project of similar size and complexity? If so, please explain.

The responses are summarized below.

Year	Public Agency / Project	Feedback
2020	Lodi Unified School District / Maintenance and Operations Center	The contractor's overall performance on the project was positive. Demonstrated ability to perform the work in accordance with the contract documents, maintained the project schedule, and provided adequate staffing and supervision throughout the project. Contractor was responsive to project needs and worked cooperatively with the District and project team to address issues as they arose. There was one issue related to the quality of work performed by the epoxy subcontractor. The contractor was made aware of the concern and a resolution was found between contractor and the District. No other significant issues related to schedule, safety, subcontractor management, responsiveness, or contract compliance were encountered. No claims or disputes. No significant concerns regarding their ability to successfully complete another public works project of similar size and complexity. Contractor demonstrated appropriate staffing, supervision, responsiveness, and the ability to address and resolve issues in a timely manner.
2021	Monterey-Salinas Transit District / Operations and Maintenance Building	Great to work with, collaborative and responsive. The project was a design-build project.

Year	Public Agency / Project	Feedback
2022	University of California, Davis / Engineering Student Design Center	Design-build project. Design team took over at 60% design but discovered multiple stakeholders did not provide their input up to that point. Diede was instrumental in making the project a success despite this challenge.
2024	Merced Union High School District / Atwater and Merced HS Pool Facilities Replacement	Excellent contractor. The project was a design-bid-build project. No issues with the new buildings since completion of the project.
2025	Mountain House Station 2	No response received.
2025	Lodi Unified School District / Lodi MS Modernization	Similar to other project. Job went well. No issues. They should have no issues completing a similar project.
2025	City of Merced / COM Stephen Leonard Building Rehab	No response received.
2026	River Delta Unified School District / Isleton ES Admin Addition and Modernization	Overall performance was excellent. No issues with project performance. No claims or disputes. They completed two multi-million dollar projects for RDUSD – excellent job on both.
2026	City of Manteca / Manteca-WQCF Breakroom Remodel	Overall performance was excellent. They were able to perform all work as well as additional work not in scope. They complied with schedule and meetings. Staff was great and had an onsite superintendent. No issues to report, they were always ahead of the curve. No claims or disputes. They were a turnkey GC and went above and beyond in every respect. They would be on shortlist for future projects.
2026	Sacramento Metropolitan Fire District / Zinfandel First Responder Training Facility Phase 3 Buildout	Documented performance reviews completed by owner and third-party owner advisor demonstrated superior performance throughout all stages of the project.

3.2 Supplemental Information

In order to further aid the District's evaluation, the District conducted additional research into Diede's past performance, including reviewing public records associated with past projects and reaching out to public agency owners of identified projects. In total, the District's review included twenty (20) public agency projects completed between 2020-2026, and two (2) projects with unknown completion dates.

The District was able to identify two (2) public works projects with a claims history. It's unclear which projects these claims are related to, or when the projects were completed, but it appears claims were filed in 2020, so they were included in this evaluation. The matters reviewed are summarized below.

Year	Public Agency / Project	Key Findings
2020	Southgate Recreation and Park District / Unknown Project	District records document multiple claims related to an unnamed project. It's unclear when the project was completed, but records document claims filed by both the owner and the contractor, as well as by several subcontractors.
2020	University of California, Davis / Unknown Project	Online records document a breach of contract claim filed by a subcontractor against the contractor. A post on an attorney's website claims that the complaint was related to a public works project for UCD, that Diede filed a cross claim, and that the matter settled for \$375,000 payable to the subcontractor.

4. SUMMARY OF FINDINGS

4.1 Schedule and Delays

Of the twenty-two (22) completed public works projects reviewed, records provided by Diede document schedule delays on three (3) projects, ranging from two to three months, due to added scope. Owner contacts for two (2) of those projects did not report any performance issues related to delays in their responses to the District; the other owner provided no response.

Based on the information available to the District, the documented schedule extensions do not appear to reflect delays attributable to Diede's performance. The relatively limited duration of the extensions, the stated owner-driven cause, and the project owners' confirmation of satisfactory performance are relevant to the District's evaluation of Diede's demonstrated capacity to manage project schedules and complete work in accordance with contractual requirements.

4.2 Quality, Completion, and Contract Administration

Of the twenty-two (22) completed public works projects reviewed, the District did not identify documented quality, completion, or contract administration issues on any of the projects, based on the information available to the District.

Based on the information available to the District, Diede's record demonstrates a consistent history of satisfactory quality, completion, and contract administration across the public works projects reviewed. This record supports the District's evaluation of Diede's demonstrated quality of work, capacity to complete work in accordance with contractual requirements, and ability to honor its contractual obligations.

4.3 Claims and Disputes

Of the twenty-two (22) completed public works projects reviewed, available records specifically document claims or disputes on two (2) projects completed during or prior to 2020 (exact completion dates unknown).

Records document one (1) claim filed by Diede against a project owner, followed by a cross-complaint filed by the project owner, but the nature of the complaint is unknown. There were also several subcontractor complaints filed in relation to this project.

Records also document one (1) subcontractor complaint for breach of contract filed against Diede related to a separate project.

Eighteen (18) of the twenty-two (22) completed public works projects reviewed did not appear to have any record of claims or disputes based on the information available to the District.

Based on the information available to the District, the identified claims and disputes do not appear to establish a pattern of recurring claims or disputes across Diede's public works project history. This record supports the District's evaluation of the bidder's demonstrated trustworthiness and ability to successfully manage contractual relationships.

4.4 Arbitration, Litigation, and Settlements

Of the twenty-two (22) completed public works projects reviewed, available records specifically document litigation related to two (2) projects and settlements related to two (2) projects completed during or prior to 2020 (exact completion dates unknown).

The two litigation matters include one (1) complaint filed by Diede against a project owner, followed by a cross-complaint filed by the project owner, and one (1) subcontractor complaint for breach of contract against Diede related to a separate project. The nature of the litigation matters is not disclosed.

Records indicate a settlement was reached in both cases, with one case reporting a \$375,000 settlement payable to a subcontractor, while the other project documented a settlement between Diede and a project owner for an undisclosed amount payable to Diede.

Eighteen (18) of the twenty-two (22) completed public works projects reviewed did not appear to have any record of arbitration, litigation, or settlements based on the information available to the District.

Based on the information available to the District, the identified arbitration, litigation, and settlement activity is limited to a small number of projects and does not appear to establish a pattern of recurring disputes or litigation across Diede's public works project history. This record supports the District's evaluation of Diede's demonstrated trustworthiness, ability to manage contractual relationships and disputes, and experience performing public works projects.

5. EVALUATION OF FINDINGS

The District evaluated Diede's performance history as described herein against the attributes relevant to bidder responsibility: trustworthiness, quality, fitness, capacity, and experience. The District did not consider any single claim, settlement, delay, or dispute to be determinative. Rather, the evaluation considered the cumulative record, including the frequency, nature, and magnitude of documented performance issues across the projects reviewed and their relevance to Diede's ability to satisfactorily perform the District's contract.

5.1 Trustworthiness

Does the performance record demonstrate that the District can reasonably rely on the contractor to fulfill its contractual commitments and manage contractual issues in a professional and reliable manner?

The performance record generally demonstrates satisfactory performance and does not identify a pattern of recurring disputes or issues with public agency owners. Of the twenty-two (22)

completed public works projects reviewed, eighteen (18) did not appear to have any record of claims or disputes based on the information available to the District. The District also did not identify documented concerns regarding Diede's ability to fulfill contractual obligations or manage project issues.

The District recognizes that construction claims and disputes can occur on complex public works projects and that negotiated settlements do not, by themselves, establish fault or wrongdoing. The two (2) projects involving claims, litigation and settlements were considered as part of the overall performance record, but do not, based on the information available, establish a pattern of recurring or significant disputes across Diede's public works projects.

5.2 Quality

Does the performance record demonstrate that the contractor can consistently deliver work that meets contract requirements and expected standard of workmanship?

Available project records and information provided by project owners did not identify concerns regarding incomplete, defective, or non-conforming work; project management, coordination, or supervision; termination actions or demands to sureties; or failure to meet contractual obligations.

The District also did not identify project owner concerns regarding Diede's quality of work or completion of contracted work.

This record supports the District's evaluation of Diede's demonstrated quality of work, ability to complete work in accordance with contractual requirements, and ability to honor its contractual obligations. Based on the information available to the District, the record demonstrates that Diede can consistently deliver work that meets contract requirements and expected standard of workmanship.

5.3 Fitness

Does the performance record demonstrate that the contractor is suitably qualified and capable of performing the particular work required under the contract?

Diède has substantial experience performing public works construction, including projects for public agencies and projects involving complex facilities. The District considered Diede's relevant project experience together with the performance information obtained from project owners.

The projects reviewed generally reflect satisfactory performance. The District did not identify documented quality, completion, or contract administration concerns, and project owners contacted by the District did not identify performance issues with the projects reviewed. Three projects included schedule extensions of approximately two to three months; however, the bidder reported that these extensions resulted from owner-added scope, and the project owners confirmed that the extensions were associated with owner-requested changes or additional scope and did not identify performance issues with Diede.

This record supports the District's evaluation of Diede's demonstrated fitness and ability to successfully perform the type of work contemplated by the District's contract. Based on the information available to the District, the record demonstrates that Diede is suitably qualified and capable of performing public works projects comparable to the District's contract.

5.4 Capacity

Does the performance record demonstrate that the contractor has the people, resources, organization and financial ability to perform the work successfully on time and on budget?

The District considered Diede's recent and completed project history in evaluating its capacity to perform the District's contract. The twenty-two (22) completed public works projects reviewed provide evidence of Diede's ability to undertake and complete public works projects for public agency owners.

The District identified three (3) projects with schedule extensions of approximately two to three months. Based on information provided by Diede and confirmed by the project owners, these extensions were associated with owner-added scope and were not attributed to Diede's performance. The District did not identify a pattern of contractor-caused schedule delays, quality issues, completion issues, or contract administration problems. The District also considered Diede's current project obligations and other available information concerning its ability to perform the District's contract.

This record supports the District's evaluation of Diede's demonstrated capacity to manage public works projects, allocate resources, and complete work in accordance with contractual requirements. Based on the information reviewed, the District did not identify information indicating that Diede lacks the organizational or operational capacity to satisfactorily perform the contract.

5.5 Experience

Does the performance record demonstrate that the contractor has a history of successfully performing comparable work?

Diede has extensive experience performing public works construction and has completed projects for numerous public agencies. The District considered this experience as part of the responsibility determination. At the same time, experience is not evaluated solely by the number or dollar value of projects completed. The District also considered the performance record associated with that experience.

The available information did not identify documented quality, completion, or contract administration issues on the projects reviewed. Additionally, eighteen (18) of the twenty-two (22) completed projects did not appear to have any record of claims or disputes. The District identified a limited number of claims, disputes, litigation matters, and settlements. However, based on the information available, these matters do not appear to represent a recurring pattern of performance issues. Similarly, the three (3) identified schedule extensions were confirmed by project owners as being associated with owner-added scope rather than Diede's performance.

This record supports the District's evaluation of Diede's demonstrated experience successfully performing public works projects and its ability to apply that experience to the District's contract.

6. RECOMMENDED DETERMINATION

Based on the totality of the information reviewed, the District did not identify a pattern of significant performance deficiencies that would indicate Diede lacks the attributes necessary to satisfactorily perform the District's contract.

The District's recommended determination is not based on any single project or attribute. Rather, the determination is based on the cumulative record across the five responsibility attributes, including the frequency and magnitude of the documented issues relative to the body of projects reviewed. The relevant consideration is whether the documented performance record demonstrates that Diede possesses the level of trustworthiness, quality, fitness, capacity, and experience necessary to satisfactorily perform the District's contract.

The District finds that Diede's documented performance record demonstrates the attributes of trustworthiness, quality, fitness, capacity, and experience reasonably necessary to satisfactorily perform the District's contract.

Accordingly, it is recommended that the Board determine Diede Construction Inc. to be a responsible bidder for purposes of this procurement.

7. SUPPORTING DOCUMENTATION

The recommended determination is supported by performance records comprised of the following:

- RFQ 25-03 Prequalification Questionnaire (submitted by Diede)
- RFB 26-06 Supplemental Questionnaire (submitted by Diede)
- Audited financial reports (submitted by Diede)
- Governing body meeting minutes
- Litigation records
- Phone and/or email feedback from project owners



D.L. Falk Construction Inc.

3526 Investment Blvd., Hayward, CA 94545 • /www.dlfalk.com/
Phone 510-887-6500 • Fax: 510-887-6501

October 1, 2026

VIA EMAIL AND MAIL — purchasing@metrofire.ca.gov
Sacramento Metropolitan Fire District, Attn: Purchasing Division
3012 Gold Canal Drive, Rancho Cordova, CA 95670

Re: Fire Station 67 Construction — RFB 26-06
Dispute of Proposed Non-Responsibility Finding and Request for Reclassification

Dear Purchasing Division and Members of the Board of Directors:

DL Falk Construction Inc. disputes the proposed non-responsibility finding in the District's September 30, 2026 notice and requests withdrawal of that recommendation. We were included on the District's Qualified Bidders List for this project and submitted the apparent low bid, as the District's evaluation acknowledges. The evaluation does not adequately distinguish disputed allegations, owner-caused impacts, and negotiated resolutions from established contractor failures demonstrating an inability to perform Fire Station 67.

Prequalification and the applicable standard

The District's May 27, 2025 notice identifies Falk as qualified under RFQ 25-03 and states that the Board approved the list on May 22, 2025. Public Contract Code section 20101(b) requires a uniform prequalification rating system based on objective criteria. Although prequalification does not guarantee award or foreclose a later responsibility review, the District should explain how its present recommendation is reconciled with its prior qualification decision, including the applicable qualification period, any renewal, and the material information that changed the assessment.

The evaluation does not establish the proposed conclusion

Public Contract Code section 1103 addresses trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. In *City of Inglewood–Los Angeles County Civic Center Authority v. Superior Court* (1972) 7 Cal.3d 861, 867–868, the California Supreme Court explained that responsibility concerns qualification to perform the particular work; preference for a comparatively superior bidder is insufficient under the lowest-responsible-bidder rule. We recognize the District’s discretion to assess actual performance concerns, but dispute the inference that the cumulative existence of disputes establishes our inability to perform this contract.

The District itself acknowledges in sections 5.3 and 5.5 of Exhibit A that Falk has substantial experience on comparable public works projects. Its capacity discussion identifies historical disputes and delays but does not identify a specific deficiency in our proposed Fire Station 67 personnel, resources, organization, or financial ability. Please identify the project-specific evidence supporting each adverse conclusion and the criteria applied.

The evaluation relies heavily on claims, litigation, and settlements. Public Contract Code section 9204 expressly provides procedures for public works contractors to seek time extensions and disputed compensation, including mediation. Section 9204(d)(3) specifically states that a claim deemed rejected because an agency fails to respond within the required time is not an adverse finding on the merits or the claimant’s responsibility or qualifications. We do not contend that section 9204 prevents review of underlying performance. We do contend that using authorized claim procedures, without establishing the underlying fault, should not itself be treated as evidence of untrustworthiness or unfitness.

Your own summaries show why context matters. Vacaville’s resolution included a 112-day time extension, and the Cedro resolution included a 123-day extension and waiver of liquidated damages. The San Leandro summary identifies unforeseen conditions, owner-requested changes, design changes, and utility delays alongside contractor delays. These descriptions require an allocation of responsibility and comparison against adjusted contractual completion dates, rather than an inference of contractor fault from elapsed time alone.

The evaluation also describes substantial settlement payments to Falk. We do not assert that those payments establish owner liability; equally, they do not establish Falk’s liability. The September 29, 2026 Dublin reference expressly describes the settlement as a compromise without admission of fault or liability by either party. Owner allegations of termination, defective work, or deficient supervision warrant examination, but disputed allegations and settlements must be identified as such rather than treated as adjudicated facts.

Likewise, a reference’s failure or refusal to respond supplies no affirmative evidence of poor performance. The San Jose reference provides original dates and temporary occupancy dates but declines official comment because the projects remain ongoing. Those dates alone do not establish responsibility for the intervening time. We request the complete records and an opportunity to address the unfavorable references and underlying allegations on their merits.

Proposed resolution and five day response deadline

To resolve this matter without further escalation, we will accept rejection of our bid as non-responsive in lieu of a finding that Falk is non-responsible. We request that the District withdraw the proposed non-responsibility finding, refrain from adopting it, and confirm in writing that our bid will be rejected as non-responsive. Any resulting staff recommendation, Board action, and procurement record should accurately reflect that withdrawal and the separate basis for rejection. This proposal is a compromise, not an admission that our bid was defective or that the adverse performance allegations are correct. Please confirm the District's agreement to these terms in writing.

Please provide your written response within five calendar days of this letter, no later than 5:00 p.m. Pacific Time on October 6, 2026. If the District does not respond by that deadline or declines to resolve the matter on the terms above, we will need to involve counsel to protect Falk's rights and evaluate available legal remedies.

We ask that this dispute and proposed resolution be provided to the Board before it considers the October 8 recommendation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave T. Falk", with a stylized flourish at the end.

Dave T. Falk
President
DL Falk Construction Inc.



ADAM A. HOUSE
Fire Chief

Sacramento Metropolitan Fire District

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

DATE: October 8, 2026
TO: Board of Directors
SUBJECT: Contract Award – RFP 26-07 Construction Management Services

TOPIC

Request to adopt a resolution to award a contract pursuant to Request for Proposals (RFP) 26-07 Construction Management Services – Fire Station Construction (Multiple Sites).

BACKGROUND

The Sacramento Metropolitan Fire District's (District) adopted Capital Improvement Plan for FY 2025/26 – 2029/30 authorized the replacement of Stations 23, 42, 61, and 112 (Project) utilizing funding from Measure O Series A. The District subsequently executed a contract with COAR Design Group in February 2026 for the design of all four (4) stations. The schematic design phase is now complete and the design development phase is currently underway.

DISCUSSION

On August 7, 2026, the District issued Request for Proposals (RFP) 26-07 to solicit proposals from qualified firms to provide construction management services in support of the Project, which is being delivered through a design-bid-build process.

The District received eight (8) responsive proposals, which were reviewed and scored by an evaluation panel in accordance with defined evaluation criteria. Pursuant to the RFP, the District conducted presentation/interviews with the three (3) highest scoring proposers, which were also scored in accordance with defined evaluation criteria. Scores from the presentation/interviews were then added to the proposal scores to determine the highest scoring proposer. Kitchell/CEM, Inc. was identified as the highest scoring proposer.

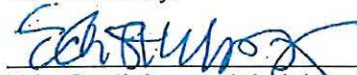
FISCAL IMPACT

The cost of the proposed services is \$2,797,120 and is included in the Project appropriations adopted in the FY 2026/27 Final Budget for the Measure O Building Fund (O Fund).

RECOMMENDATION

Staff recommends the Board adopt a resolution to approve a contract award to Kitchell/CEM, Inc. and authorize the Fire Chief or his designee to negotiate, execute and administer an agreement materially similar to the attached agreement. Staff further recommends that the Board authorize the Fire Chief or his designee to negotiate, execute and administer an agreement with the next highest ranked proposer if, after having bargained in good faith, the District is unable to conclude a final agreement with the highest ranked proposer within ten (10) calendar days following issuance of the Notice of Award.

Submitted by:


Erin Castleberry, Administrative Analyst

Approved by:


Jeff Frye, Chief Development Officer

ATTACHMENTS:

Attachment 1: Draft Professional Services Agreement – Construction Management Services
Attachment 2: Resolution – Contract Award – Construction Management Services

**SACRAMENTO METROPOLITAN FIRE DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is by and between the Sacramento Metropolitan Fire District ("DISTRICT"), and [FIRM NAME] ("CONTRACTOR") who are hereinafter collectively referred to as the "Parties". This Agreement will be effective upon final execution by the Parties.

RECITALS

WHEREAS, the DISTRICT issued Request for Proposals (RFP) 26-07 which solicited written proposals to provide construction management services ("Services") to support the delivery of four fire station construction projects ("Project"); and

WHEREAS, the DISTRICT sought to award a contract for the Services based on the evaluation of proposals received in response to RFP 26-07; and

WHEREAS, the DISTRICT desires the Services as more fully described in Exhibit A "Scope of Services," from CONTRACTOR; and

WHEREAS, CONTRACTOR is professionally qualified to provide such Services and is willing to provide them to DISTRICT on the terms and conditions set forth herein;

NOW, THEREFORE, the Parties agree as follow;

1. HEADINGS

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

2. EXHIBITS

Exhibits A "Scope of Services," B "Schedule and Deliverables," and C "Payment Terms" are attached hereto and incorporated herein as if set forth in full.

3. SCOPE OF SERVICES

CONTRACTOR agrees to perform all services described in Exhibit A, in accordance with the schedule and deliverables outlined in Exhibit B, for payment pursuant to Exhibit C; in accordance with the terms and conditions of this Agreement.

This Agreement and any other records or documents furnished by the DISTRICT during the term of this Agreement shall constitute the Contract Documents.

4. TERM

This Agreement shall commence on the date it is executed by the Parties and shall continue in full force and in effect until the Scope of Services is complete. 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.

5. PAYMENT

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

6. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

7. 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 the DISTRICT's contractors. Accordingly, the CONTRACTOR will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

8. INDEMNIFICATION

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

The DISTRICT shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the work herein referred to or in connection therewith, to persons and/or property, and the CONTRACTOR shall fully indemnify, defend and hold harmless the DISTRICT and protect the DISTRICT from and against the same as provided above. In addition to the liability imposed by law upon the CONTRACTOR for damage or injury (including death) to persons or property by reason of the actions, conduct, or omissions of the CONTRACTOR, its officers, agents, employees/ or subcontractors, which liability is not impaired or otherwise affected hereby, the CONTRACTOR shall defend, indemnify, hold harmless, release and forever discharge the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers from and against and waive any and all responsibility and liability of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the CONTRACTOR, in carrying out its responsibilities under this Agreement. The CONTRACTOR agrees that this indemnity and hold harmless shall apply even in the event of negligence of the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers; or (ii) to the extent that the DISTRICT shall indemnify and hold harmless the CONTRACTOR for hazardous materials pursuant to the Contract Documents.

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

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

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

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

The DISTRICT shall provide to the CONTRACTOR reasonably, timely notification of the receipt of any third-party claim relating to this Agreement.

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

9. LIMITATION OF LIABILITY

In the event of any action brought by CONTRACTOR against the DISTRICT arising out of this Agreement, under no circumstances will CONTRACTOR be entitled to consequential damages for

any loss of profit or damage to reputation. Under no circumstances will CONTRACTOR be entitled to limit special damages claimed by the DISTRICT. In the event of breach of this Agreement, the DISTRICT shall be entitled to any and all damages, or legal or equitable remedy, available under law.

10. INSURANCE

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

General Liability – shall be on an Occurrence basis, not a Claims Made basis. Minimum limits and structure shall be:

- | | |
|---------------------------------|-------------|
| a) General Liability Aggregate: | \$2,000,000 |
| b) Products Comp/Op Aggregate: | \$2,000,000 |
| c) Personal & Adv Injury: | \$1,000,000 |
| d) Each Occurrence: | \$1,000,000 |
| e) Fire Damage: | \$100,000 |

Automobile Liability

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

Workers' Compensation and Employer's Liability

- a) This policy shall be endorsed to waive the insurer's subrogation rights against the DISTRICT.
- b) Per Statute
- c) \$1,000,000 per accident for each accident
- d) \$1,000,000 for disease

Professional Liability

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

Cyber Liability

- a) Cyber Liability: \$1,000,000 per occurrence

Additional Insured

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

Primary and Non-Contributory

- a) Coverage provided by the CONTRACTOR shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute with 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 itself as a named insured.

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

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

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

Certificates of Insurance shall be sent to:

Sacramento Metropolitan Fire District
Attn: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670
(916) 859-4372
OR purchasing@metrofire.ca.gov

11. CONFORMITY WITH LAW AND SAFETY

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

12. LICENSE REQUIREMENT

At all times during the pendency of this Agreement, CONTRACTOR shall maintain all licenses required by the state and federal law, for itself and all agents, employees, and subcontractors participating in the provision of services required under this Agreement. In the event that any license or certification required by law is revoked, suspended, or inactive, CONTRACTOR shall immediately notify the DISTRICT in writing. Failure of CONTRACTOR to maintain any license or certification required by law to provide the services required by this Agreement shall be a material breach of this Agreement entitling the DISTRICT to terminate the agreement immediately.

13. TAXES

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

14. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide the DISTRICT and its designees access to all records related this Agreement, and that the CONTRACTOR shall maintain its records related to this Agreement for a

period of not less than five (5) years after the final payment to the CONTRACTOR is made by the DISTRICT.

15. RIGHT TO AUDIT

The DISTRICT reserves the right to audit CONTRACTOR's books, accounts, and records related to the performance of this Agreement. Such 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 CONTRACTOR. The purpose of such audits is to ensure compliance with the terms of this Agreement and to verify the accuracy of CONTRACTOR's performance.

16. 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 its agents, representatives or users, to CONTRACTOR 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.

CONTRACTOR 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. CONTRACTOR 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, work, 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. CONTRACTOR 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.

17. CONFLICT OF INTEREST

The CONTRACTOR covenants that it presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the DISTRICT, as determined in the reasonable judgment of the Board of Directors of the DISTRICT. Entering into this Agreement does not preclude the CONTRACTOR from working for others as long as the CONTRACTOR ensures that such work does not constitute a conflict of interest. Should any conflict of interest, apparent, real or potential occur at any time during the pendency of this agreement, all Parties shall be so notified in writing immediately.

18. ANTI-CORRUPTION/ANTI-FRAUD

Each Party (DISTRICT and CONTRACTOR) 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 consultant of a non-government client or potential client, 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.

The CONTRACTOR shall desist, and shall ensure that each of its subcontractors 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 CONTRACTOR or its subcontractors or agents. The CONTRACTOR 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

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

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

20. USE OF DISTRICT PROPERTY

The CONTRACTOR shall not use DISTRICT property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

21. RIGHT TO REFUSE PERSONNEL

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

22. TERMINATION

The CONTRACTOR acknowledges that this Agreement may be terminated for Convenience or Default. The DISTRICT will not pay for any expenses incurred after the termination date of the Agreement. In the event of Agreement termination, all documentation relating to the DISTRICT's account shall be returned to the DISTRICT.

- a) Convenience: The DISTRICT has and reserves the right to terminate this Agreement at any time, in whole or in part, at its convenience, with or without cause, whenever the DISTRICT determines that for any reason such termination is in the best interest of the DISTRICT, by providing thirty (30) days written notice by certified mail to CONTRACTOR. Upon receipt of notice of termination, all services hereunder of the CONTRACTOR and its employees and subcontractors shall cease to the extent specified in the notice of termination.

In the event that the DISTRICT should terminate this Agreement for its convenience, CONTRACTOR shall be entitled to payment for services provided hereunder, but only for

such services performed prior to the effective date of said termination accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit C.

- b) Default: The DISTRICT may terminate this Agreement for default upon five (5) days written notice to the CONTRACTOR if the CONTRACTOR has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein.

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

- i. Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for ten (10) days after the DISTRICT has given the CONTRACTOR notice in writing. If the failure cannot be remedied within ten (10) days, the DISTRICT, at its discretion, may extend, in writing, the time period, or terminate the Agreement;
- ii. An assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties;
- iii. The appointment of a receiver for the CONTRACTOR; or
- iv. For reasons including, but not limited to, unethical or criminal activities.

In the event either subparagraphs i), ii), iii), or iv) occur, as set forth in this Agreement, the DISTRICT will have the right to terminate the Agreement immediately, which shall be done in writing and sent to the CONTRACTOR via certified, U.S. Mail.

23. ASSURANCE OF PERFORMANCE

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

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

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof.

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. MODIFICATION OF SCOPE

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

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 CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the DISTRICT. Any attempted assignment without such consent shall be invalid.

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

Notwithstanding the use of approved subcontractors, the CONTRACTOR will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the CONTRACTOR. The CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions to this Agreement. CONTRACTOR shall be held responsible by the DISTRICT for the performance of any subcontractor whether approved by the DISTRICT or not.

29. PATENTS AND INTELLECTUAL PROPERTY

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

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

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

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

30. 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.

31. NOTICES

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To DISTRICT:

Sacramento Metropolitan Fire District
Attn: Erin Castleberry, Planning and Development
10545 Armstrong Avenue, Suite 200
Mather, CA 95655

To CONTRACTOR:

Firm Name
Attn:
Address
City, ST ZIP

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

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

32. 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.

DISTRICT:**CONTRACTOR:**

Adam A. House, Fire Chief

Name, Title

Date: _____

Date: _____

EXHIBIT A
Scope of Services

Insert Scope of Services

EXHIBIT B
Schedule and Deliverables

The deliverables identified below shall be delivered by the CONTRACTOR to the DISTRICT in accordance with the schedule outlined below.

Deliverable	Delivery Date
TBD	TBD

EXHIBIT C
Payment Terms

The total fee for satisfactory completion of the Scope of Services shall be **\$TBD US Dollars** broken down as follows:

Station	Fixed Fee
Construction Management Services – Station 23 Replacement	TBD
Construction Management Services – Station 42 New Build	TBD
Construction Management Services – Station 61 Replacement	TBD
Construction Management Services – Station 112 Replacement	TBD
Total Lump Sum Fee	TBD

Payment will be made to the CONTRACTOR in accordance with the following:

A. BASIS OF PAYMENT

Payment shall be made on a percentage completed basis, based on the schedule and deliverables outlined in Exhibit B. No advance payment shall be made for services furnished by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall accept a purchase order from the DISTRICT with Net 30-day payment terms from the date the invoice is received.

B. INVOICES

Invoices shall be provided to the DISTRICT no less than a monthly basis once work has commenced. Invoices shall specify the percentage of completion as to each milestone that is subject to the invoice. Invoices shall include a statement certifying CONTRACTOR's compliance with applicable prevailing wage requirements and certified payroll requirements.

Invoices shall be sent to: ap@metrofire.ca.gov

If invoices cannot be sent via email, invoice shall be mailed to:
Sacramento Metropolitan Fire District
Attn: Finance Division
10545 Armstrong Ave., Ste. 200
Mather, CA 95655

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



Sacramento Metropolitan Fire District

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

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING A CONTRACT AWARD FOR CONSTRUCTION MANAGEMENT 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, the District issued Request for Proposals ("RFP") 26-07 Construction Management Services – Fire Station Construction soliciting proposals for construction management services to support the replacement of Stations 23, 42, 61 and 112; and

WHEREAS, responsive proposals and presentations/interviews were scored based on evaluation criteria established in the RFP; and

WHEREAS, the District desires to award a contract for the performance of these services to Kitchell/CEM, Inc. who was identified as the highest scoring proposer.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sacramento Metropolitan Fire District, does hereby:

1. Authorize the Fire Chief or his designee to negotiate, execute and administer a professional services agreement with the identified highest scoring proposer; and
2. Authorize the Fire Chief or his designee to negotiate, execute, and administer a professional services agreement with the next highest scoring proposer if, after having bargained in good faith, the District is unable to conclude a final agreement with the highest scoring proposer within ten (10) calendar days of issuance of the Notice of Award.

PASSED, APPROVED AND ADOPTED this 8th day of October, 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

DATE: October 8, 2026
TO: Board of Directors
SUBJECT: FY2025 Assistance to Firefighters Grant Program (AFG) Award

TOPIC

Acceptance of a FY2025 Assistance to Firefighters Grant Program Award.

BACKGROUND

On June 22, 2026, the Sacramento Metropolitan Fire District (District) submitted a FY2025 Assistance to Firefighters Grant Program (AFG) application for projects totaling \$1,734,583. \$1,634,583 was requested to implement a satellite paramedic training program in order to increase the number of licensed paramedics available for operational assignment, while \$100,000 was requested to implement a neurofeedback behavioral health treatment program designed to reduce the cumulative neurological and psychological effects of repeated trauma exposure among firefighters in order to decrease the long-term risk of post-traumatic stress disorder, suicide, and disability separation while improving member wellness, safety, and operational readiness.

DISCUSSION

On September 21, 2026, the District received an award notification in the amount of \$100,000 to fully fund the neurofeedback behavioral health treatment program. The District's other requested project was not selected for funding. The FY2025 AFG grant period of performance is September 28, 2026 – September 27, 2028.

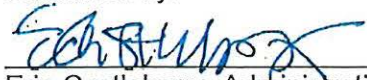
FISCAL IMPACT

The \$100,000 grant award is comprised of \$90,909 in federal funding and a District match requirement of \$9,091. Grant funding in the amount of \$100,000 will be added to the FY2026/27 Final Budget, with a federal share of \$90,909 and a District match of \$9,091.

RECOMMENDATION

Staff recommends adoption of the attached resolution accepting the FY25 AFG grant and requests that the Board authorize the Fire Chief or his designee to execute all required documents for the administration of the grant award. Staff further recommends the adoption of the attached resolutions to amend the FY 2026/27 Final Budget.

Submitted by:


Erin Castleberry, Administrative Analyst
Planning and Development

Approved by:


Jeff Frye, Chief Development Officer
Planning and Development

- ATTACHMENT 1:** Resolution Accepting a FY2025 Assistance to Firefighters Grant
ATTACHMENT 2: Resolution Adopting a Budget Amendment to the Final Budget for Grants Fund 212G for the Fiscal Year 2026/27
ATTACHMENT 3: Resolution Adopting a Budget Amendment to the Final Budget for General Fund 212A for the Fiscal Year 2026/27



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 ACCEPTING A FY2025 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM AWARD

WHEREAS, the Sacramento Metropolitan Fire District ("District") is a political subdivision of the State of California and is duly organized and existing pursuant to the State constitution and laws; and

WHEREAS, on June 22, 2026, the District submitted a FY2025 Assistance to Firefighters Grant Program ("AFG") application totaling \$1,734,583 for projects including a satellite paramedic training program and a neurofeedback behavioral health treatment program; and

WHEREAS, on September 21, 2026, the District received an award offer in the amount of \$100,000 to fully fund the neurofeedback behavioral health treatment program project.

THEREFORE, BE IT RESOLVED, that the Sacramento Metropolitan Fire District, a public entity established under the laws of the State of California, does hereby:

1. Accept a FY2025 Assistance to Firefighters grant Program award in the amount of \$100,000; and
2. Authorize the Fire Chief or his designee as its Authorized Agent(s) to execute the required and necessary documents to administer the funds awarded.

PASSED, APPROVED AND ADOPTED this 8th day of October, 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 Phone (916) 859-4300 Fax (916) 859-3700

ADAM A. HOUSE
Fire Chief

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR GRANTS FUND 212G FOR THE FISCAL YEAR 2026/27

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, the District has accepted a FY2025 Assistance to Firefighters Grant Award in the amount of \$100,000; and

WHEREAS, on September 24, 2026 the District adopted the Final Budget for Grants Fund 212G for FY2026/27, which did not include this funding.

THEREFORE, BE IT RESOLVED, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the Grants Fund 212G for the FY2026/27 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2026/27 INCREASE (DECREASE)
20259100	212G	2126000	2126000000	CONTRACTUAL SERVICES	\$ 100,000
95953100	212G	2126000	2126000000	AID/OTHER LOCAL GOV'T	\$ 90,909
59599100	212G	2126000	2126000000	OPERATING TRNS IN (212A)	\$ 9,091

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

PASSED, APPROVED AND ADOPTED this 8th day of October, 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 Phone (916) 859-4300 Fax (916) 859-3700

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING A BUDGET AMENDMENT TO THE FINAL BUDGET FOR GENERAL FUND 212A FOR THE FISCAL YEAR 2026/27

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, the District has accepted a FY2025 Assistance to Firefighters Grant Award in the amount of \$100,000, including a required District match of \$9,091; and

WHEREAS, on September 24, 2026 the District adopted the Final Budget for General Fund 212A for FY2026/27, which did not include this funding.

THEREFORE, BE IT RESOLVED, in accordance with Section 13890 of the Health and Safety Code, the Final Budget for the General Fund 212A for the FY2026/27 will be and is hereby further amended in accordance with the following:

ACCOUNT	FUND	FUND CENTER	COST CENTER	ACCOUNT CATEGORY	FY2026/27 INCREASE (DECREASE)
50598000	212A	2129212	2129212000	OPERATING TRANS OUT (212G)	\$9,091
7400000	212A	2129212	2129212000	UNRESERVED FUND BALANCE	(9,091)

BE IT FURTHER RESOLVED that the means of financing the expenditure program will be by monies derived from all revenue sources and fund balance available.

PASSED, APPROVED AND ADOPTED this 8th day of October, 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