



ADAM A. HOUSE  
Fire Chief

D'Elman Clark  
Board President  
Division 6

Grant Goold  
Board Vice President  
Division 2

Ted Wood  
Board Secretary  
Division 4

Cynthia Saylor  
Board Member  
Division 1

Robert Webber  
Board Member  
Division 3

Jennifer Sheetz  
Board Member  
Division 5

Brian Rice  
Board Member  
Division 7

Gay Jones  
Board Member  
Division 8

John Costa  
Board Member  
Division 9

# 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 26, 2023 – 6:00 PM

Sacramento Metropolitan Fire District

10545 Armstrong Avenue

Board Room – Second Floor

Mather, California


&

Remotely Via Zoom

Webinar ID: 827 3461 0232 #

Passcode: metro2101

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

 Passcode: 838771796 #

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

*The mission of the Sacramento Metropolitan Fire District is to provide professional and compassionate protection, education and service to our community.*

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

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

Marni Rittburg

Board Clerk

(916) 859-4305

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

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



# Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, OCTOBER 26, 2023

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

## METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District will be cablecast on Metro Cable 14, the local government affairs channel on Comcast, Consolidated Communications and AT&T U-Verse cable systems. This meeting is also webcast at [metro14live.saccounty.gov](http://metro14live.saccounty.gov). Today's meeting replays at 6:00 p.m. on Monday, October 30, 2023 and again at 1:00 p.m. on Wednesday, November 1, 2023 on Channel 14. This meeting can also be viewed at [youtube.com/metrocable14](http://youtube.com/metrocable14).

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

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

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

## CONSENT ITEMS:

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

## CONSENT ITEMS

Page No.

1. **Action Summary Minutes** 6  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meetings of September 28, 2023.
2. **New Board Policy – Meal and Refreshment Policy** 15  
**Recommendation:** Approve the Meal and Refreshment Policy for implementation.



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 26, 2023

3. **Adopt Resolution – Voluntary Rate Range Program (VRRP) Intergovernmental Transfer (IGT) Program from January 1, 2022 through December 31, 2022.** 23  
**Recommendation:** Adopt Resolution reauthorizing the Fire Chief to enter into necessary agreements with DHCS to participate in the VRRP IGT covering the period of January 1, 2022 through December 31, 2022.
4. **Adopt Resolution – Contract Award – Owner Advisor for Zinfandel Phase 3 Buildout Project.** 27  
**Recommendation:** Adopt Resolution approving the Request for Exception to Formal Solicitation Process and award a contract to Abercrombie Planning+Design.
5. **Adopt Resolution – Surplus Vehicle Designation** 50  
**Recommendation:** Adopt Resolution designating the vehicles listed as surplus.
6. **Purchase Approval – Six (6) Ambulance Remounts** 54  
**Recommendation:** Approve the remounting of these six (6) Ambulances by Leader Industries.

## PRESENTATION ITEMS:

1. **Fiscal Year 2024-25 Pension Plan Actuarial Valuations by the California Public Employees' Retirement System** 59  
*(CFO Dave O'Toole)*  
**Recommendation:** Receive presentation and accept the assessed actuarial report.
2. **Standards of Cover Presentation** 73  
*(Chief Development Officer Jeff Frye & GIS Data Analyst Jake Whealen)*  
**Recommendation:** Receive presentation.

## ACTION ITEMS:

1. **Adopt Resolution – Acquisition of Real Property – Grantline 220 Future Fire Station Site** 83  
*(Administrative Analyst Erin Castleberry)*  
**Recommendation:** Authorize the Fire Chief or his designee to affect the acquisition of real property for a future fire station site in the Grantline 220 project area.



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 26, 2023

## REPORTS:

1. **PRESIDENT'S REPORT** — *(President Clark)*
2. **FIRE CHIEF'S REPORT** — *(Chief House)*
  - OPERATIONS REPORT** – *(Deputy Chief Mitchell)*
  - ADMINISTRATIVE REPORT** – *(Deputy Chief Bailey)*
  - SUPPORT SERVICES REPORT** – *(Deputy Chief Wagaman)*
3. **SMFD – FIREFIGHTERS LOCAL 522 REPORT** – *(BC Matt Cole, 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 Clark)*  
Next Meeting: TBD
  - B. **Communications Center JPA** – *(AC Greene)*  
Next Meeting: October 24, 2023 at 9:00 AM
  - C. **Finance and Audit Committee** – *(Director Wood)*  
Met Today: October 26, 2023 at 5:00 PM
  - D. **Policy Committee** – *(Director Costa)*  
Next Meeting: November 9, 2023

## BOARD MEMBER QUESTIONS AND COMMENTS

### CLOSED SESSION:

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

1. **PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION § 54956.9 (A) – ONE (1) MATTER OF WORKERS COMPENSATION COMPROMISE AND RELEASE:**
  1. Joseph Reyes and the Sacramento Metropolitan Fire District  
Claim # ADJ480790, ADJ13186340, ADJ9769950, ADJ13186341, ADJ13186339, ADJ13186342, ADJ13749286 – Workers Compensation Settlement Authority – Tyler Sonksen of Lenahan, Slater, Pearse & Majernik, LLP

### CLOSED SESSION REPORT OUT



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, OCTOBER 26, 2023

## ADJOURNMENT

### NEXT BOARD MEETING(S):


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

- Regular Board Meeting – November 9, 2023 at 6:00 PM
- Regular Board Meeting – December 14, 2023 at 6:00 PM

Posted on October 23, 2023 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 to this meeting.



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

## ACTION SUMMARY MINUTES – REGULAR MEETING

### BOARD OF DIRECTORS SACRAMENTO METROPOLITAN FIRE DISTRICT

Thursday, September 28, 2023  
Held at the following locations:

Fire Station 111  
Engine Bay  
16609 Rio Linda Blvd.  
Rio Linda, California  
&  
Remotely Via Zoom

### CALL TO ORDER

The meeting was called to order at 6:02 pm by President Clark. Board members present: Clark, Jones, Saylor, Sheetz, Webber and Wood. Board members absent: Costa, Goold, and Rice. Staff present: Chief House, and Board Clerk Rittburg.

### PUBLIC COMMENTS

Public comment was received.

### CONSENT ITEMS

**Action:** Moved by Director Jones, 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 Meeting of August 10, 2023.  
**Action:** Approved the Action Summary Minutes
- 2. Adopt Resolution – Reimbursement For Tax Exempt Debt**  
**Recommendation:** Staff recommends adoption of the reimbursement Resolution.  
**Action:** Adopted **Resolution 2023-059** declaring the official intent of the District to reimburse itself for certain capital and other expenditures from the proceeds of proposed indebtedness.
- 3. Purchase of Motorola 800 MHz Radios**  
**Recommendation:** Approve the Communications Division to purchase new Motorola 800 MHz Radio Equipment from Motorola Solutions Inc. at a total cost not to exceed the budgeted amount of \$147,000.  
**Action:** Approved the purchase of new Motorola 800 MHz Radio Equipment

from Motorola Solutions Inc. at a total cost not to exceed the budgeted amount of \$147,000.

4. **Adopt Resolution – Temporary License Agreement – Sandbag Filling Station**  
**Recommendation:** Adopt Resolution authorizing the Fire Chief or his designee to execute and administer an agreement with the County of Sacramento materially similar to the Temporary License Agreement attached.  
**Action:** Adopted **Resolution 2023-060** authorizing the Fire Chief or his designee to execute and administer an agreement with the County of Sacramento materially similar to the Temporary License Agreement attached.
5. **Engineer Kyle E. Rutherford Station 42 Dedication**  
**Recommendation:** Adopt Resolution dedicating Station 42 in memory of Engineer Kyle E. Rutherford.  
**Action:** Adopted **Resolution 2023-061** dedicating Station 42 in memory of Engineer Kyle E. Rutherford.
6. **Captain Miguel (Mike) A. Guzman Sr. Station 42 Dedication**  
**Recommendation:** Adopt Resolution dedicating Station 42 in memory of Captain Miguel (Mike) A. Guzman Sr.  
**Action:** Adopted **Resolution 2023-062** dedicating Station 42 in memory of Captain Miguel (Mike) A. Guzman Sr.
7. **Adopt Resolution – Response to County of Sacramento Request for Proposals 067**  
**Recommendation:** Adopt Resolution to authorize the Fire Chief or his designee to submit a response to County of Sacramento RFP 067 Opioid Remediation Activities.  
**Action:** Adopted **Resolution 2023-058** authorizing the Fire Chief or his designee to submit a response to County of Sacramento RFP 067 Opioid Remediation Activities.

#### **PRESENTATION ITEMS:**

1. **Battalion 5 Water Tender Deployment**  
*(Chief Development Officer Jeff Frye & Assistant Chief Joe Fiorica)*  
**Recommendation:** Receive presentation.  
**Action:** Presentation received.  
Public Comment was received from community member Richard Glover.

Director Goold arrived at 6:15 p.m.

#### **REPORTS**

1. **PRESIDENT'S REPORT - (President Clark)**  
No Report

## 2. FIRE CHIEF'S REPORT - (*Interim Chief Haverty*)

### 1. Members

a. It is with much sadness that I inform you of the passing of:

- i. Retired Captain James Stewart. Captain Stewart began his fire service career with the Arcade Fire Department in the 1960s and retired from the American River Fire Protection District in 1995. Services for Captain Stewart will be held on Friday, October 27, at Holy Trinity Parish located at 3111 Country Club Drive, El Dorado Hills, 95762, at 11:00 a.m.
- ii. Retired Chief Ronny J. Coleman, State Fire Marshal, passed away peacefully on September 19, 2023, at Mercy General Hospital in Sacramento. Chief Coleman was a 50-plus-year fire service veteran, has authored more than 19 books, and was influential within our industry as an advisor, leader, and mentor. No service information is available at this time other than it will take place in San Clemente.

Please keep the Stewart and Coleman families in your thoughts.

b. Congratulations to the following members for being selected to join the US&R CA Taskforce Team effective September 20:

- Engineer Jason Baldwin
- Firefighter Matthew Dargan
- Captain Brendan Hogan
- Firefighter Alexander Pibl
- Firefighter Christopher Upchurch

c. LODD Station Dedication, Station 42

Earlier today, the District was honored to hold a station dedication at Station 42 for Captain Miguel "Mike" Arthur Guzman and Engineer Kyle Edward Rutherford. Plaques were installed at the station for both members and will serve as a constant memorial to honor the ultimate sacrifice for their dedication to duty and loyalty to the citizens they served. The significance of the contributions made by Mike and Kyle cannot be minimized, and while they will be dearly missed, their legacy lives on in the spirit of those who continue to serve.

Thank you to all the members who helped organize this important event and to the family, friends, and current and retired members who attended.

### 2. Recruitment(s)

a. The District is accepting:

- i. applications (external) for the position of Office Technician with a final filing date of October 13 by 4 PM



### **3. Miscellaneous & Meetings**

- a. My meetings with the membership (45-day meeting goal) are coming to an end. I have met with the majority of members, with only two makeup meetings remaining.
- b. Labor Management Collaboration Meeting on the 20th was very productive. We covered numerous topics, resolved several items, and provided feedback and direction for others. Great conversation and collaboration among all attendees.
- c. Capital Air Show  
Being present throughout the weekend at this year's Capital Air Show was an honor. The Air Show provided endless fun and activities for all attendees, and Metro Fire was well-represented throughout the weekend. This is only possible due to the dedication and support of our members at the event and behind the scenes – thank you to everyone who had a hand in making this year's event successful – I know there are many of you.
- d. I continue to meet with our external stakeholders and participated in several "meet-and-greets" since the last board meeting:
  - Fire Chief Maurice Johnson, El Dorado Hills Fire Department
  - The Niello Company
  - Fire Chief Brian Marshall, CalOES
  - EMS Medical Director Gregory KannThese meetings continue to go well, and we all share an interest in being collaborative partners when discussing matters of mutual interest.

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

#### **1. CA Capital Airshow**

- Record attendance of 105,000 over two days
- What does it take to provide public safety at the airshow?
  - A team of 30 per day from SMFD, in addition to 11 members from Sac County Airports FD and 130+ from SSO.
    - Metro suppression: 8 members
    - Metro EMS: 7 members
    - Metro CERT: 20 members (363 hours volunteered)
    - Metro Logs: 3 members
    - ICP: 8 SSO reps and 1 SRFEC dispatcher
- In addition, Captain Tim White led a comprehensive recruitment for FF, MMP, Reserve FF, and CERT supported by 4 suppression members, 3 Reserve FFs, and our Explorers from Del Campo HS.

## 2. SSD Critical Incident Management Training

Twenty-three (23) members from Metro Fire participated in a Critical Incident Management training class hosted by Sac County Sheriff. The class provided us with great insight as to how critical law enforcement incidents are managed and how we can best integrate into their incident management system. BC Daly assisted as an instructor and was able to present information to our law enforcement partners on how we operate on our incidents. This was a great opportunity to strengthen our already solid relationship with the Sheriff's Department.

## 3. MIH Incident Presentation (BC Perryman)

DC Mitchell introduced BC Perryman who played a voice message from a thankful wheelchair bound couple in the Antelope area. The MIH team, Chief Aldrich, Captain Crawford and many others moved them to a bottom floor apartment.

## **ADMINISTRATIVE REPORT** (CFO Dave O'Toole)

### PUBLIC AFFAIRS:

- We had a station dedication for Captain Guzman and Engineer Rutherford at Station 42 this morning. Thank you to logistics, the honor guard, Captain Nunez, Chaplain Snider, Local 522, and everyone that made it a success.
- The Cancer Awareness Engine will be arriving on October 1 and traveling through all 5 Battalions as a front-line engine to bring awareness and early detection reminders to our community. Thank you to our sponsors; the Sacramento Kings, the cities of Rancho Cordova and Citrus Heights, our Firefighters Association, and Local 522.
- There will be a promotion ceremony scheduled for Tuesday, October 3 at headquarters starting at 5:30. 22 people will be recognized and promoted that evening.
- The California Firefighters Foundation Memorial is happening Saturday, October 14. Attendees will stage at 3pm at the Sheraton Hotel downtown. This year we will be adding Captain Jeffrey Vitti and Engineer Kyle Rutherford to the wall. Public Affairs asks that everyone come out and show your support. We plan to have a significant Metro Fire presence.
- A Transfer of Command Ceremony for Fire Chief House is scheduled at the Cordova High School Performing Arts studio on October 24 at 5:30. We hope to have a huge turnout to support Fire Chief House and Metro Fire as we honor this transition.

## **HUMAN RESOURCES:**

HR is still meeting weekly with the new Third-Party Administrator transition team for the Workers' Compensation Contract. Progress is going as projected. The go-live date is anticipated for November 1.

An update on candidates in backgrounds

1. 5 Paramedics are in backgrounds for the October 9, 2023 MMP Academy.
2. 12 external AND 8 internal FF Paramedics are in backgrounds for the January 16, 2024 Academy.
3. HR also has 1 Fire Mechanic and 1 MIH provider in backgrounds.

Recruitments:

1. Paramedic recruitment closes tomorrow, September 29. Interviews are prescheduled for October 5, 12, and 19.
2. Data Analyst closes on October 13

Additionally, these policies are expected to reach the Policy Committee next couple of months:

- Drug and Alcohol Policy (currently working with LCW)
- EEO Policy
- Harassment Policy
- Workplace Violence Policy
- Non-Discrimination Policy
- Non-Retaliation Policy
- Sick Leave Policy
- FMLA Policy
- Timecard Policy
- Travel and Conference Policy

## **ECONOMIC DEVELOPMENT:**

- Metro Fire was asked by CSDA to participate in their annual Special Districts Tour, which occurred on Tuesday and Wednesday this week. The tour consisted of visits to six special districts throughout the Bay Area.
- The 27-member traveling delegation is comprised of staffers from the California Legislature, the Legislative Analysts Office, the Senate Committee on Government and Finance, and special district associations.
- Metro Fire is the only special district who is traveling with the delegation, which is considered an honor for our district and fantastic opportunity for us to continue realizing the Board objective of increased external engagement. Kyle Macdonald is representing us on the tour and he's been asked to address the entire delegation and field questions about special districts from the participants.

- Follow up touch-ins will be completed later this week.
- This tour has allowed Metro Fire to enhance our presence not just among our special districts partners, but also with the state legislature and policy professionals, solidifying our status as a go-to resource within the Fire Service.

## **FINANCE**

- After wrapping up the Final Budget and CIP Plan, Finance submitted excellence award applications this week for two budget awards, one state and one national, and a state award for the CIP. We should know about those in the Spring of 2024.
- Our annual audit is progressing well with our new third-party auditor. Board members should have or soon will receive a risk questionnaire from Badawi and Associates seeking information that will help them identify fraud risks, not the existence of risk itself. The audit will be completed in December.
- Finance is working on changes to the meal and refreshment policy, and the travel and conference policy, and expects to bring those to the Board in November.
- Finally, there was a recent addition to the Finance Family. Accounting Specialist Milton Mora and his wife Yvette welcomed their second son Andres Gabriel Mora-Gomez on September 7. Baby and family are doing well.

## **SUPPORT SERVICES REPORT** (*Deputy Chief Tyler Wagaman*)

### ***Facilities:***

- Kitchens at Stations 108 and 105 will be finalized next week.
- Station 42 beautification, my hat goes off to the three crews and facilities team that worked tirelessly to beautify that station.
- With rain on the approach, Roofs at these five stations will be replaced: Stations 103, 108, 29, 114 and Hurley.
- With winter approaching, we will be looking at our back-up emergency generators at all stations to make sure we are ready for storms that may knock out the power.

### ***Fleet:***

- Two ambulances will be going into service very soon, Medic 41 and Medic 61 will be getting those new ambulances.

## **3. SMFD – FIREFIGHTERS LOCAL 522 REPORT** (*Firefighter Michael Gildone for Vice President Matt Cole*)

Labor/management

-8 hours

-lots of great discussion from both sides -appreciate new leadership

CPF district 3&4  
-Many local leaders  
-CJAC Paramedic Program

Tuesday 9/26 squad meeting  
-Great discussion  
-Moving out of a pilot program  
-Change in deployment

Wednesday E-Board  
-Firefighter memorial 10/14  
-Eng. Rutherford  
-Capt. Vitti

#### 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 Clark)

Next Meeting: TBD

No Report.

##### B. Communications Center JPA – (AC Greene)

The Communications Center JPA Board met on September 26 for its Regular Board meeting and took the following actions:

- Approved the contract and subsequent implementation of Delphini Intelligence software.
- Approved the expenditure, not exceeding \$80,000 for the purchase and installation of an 8' steel fence encompassing the Center parking lot.

The Communications Center JPA Board will meet next on October 10, 2023 for its regularly scheduled meeting at SMFD's Boardroom.

##### C. Finance and Audit Committee – (Director Wood)

Next Meeting: October 26, 2023 at 5:00 PM

Today's meeting was cancelled, no report.

##### D. Policy Committee – (Director Costa)

Next Meeting: October 12, 2023

No Report.

## BOARD MEMBER QUESTIONS AND COMMENTS

Director Jones thanked the hosts at Station 111 for opening their door and gates tonight. Director Jones thanked citizen Mr. Glover for his comments tonight. Thanked BC Perryman with MIH and all the volunteers for stepping up and all those that step up every day. I want to posthumously thank James Stewart for his guidance, knowledge and kindness and I want to express my deepest condolences to his family.

Director Saylor thanked Reserves Mark Siebert and Tim White for coming to the Country Fair and for always showing up for this community. Director Saylor expressed thanks for having the Board meeting in her District #1.

Director Webber thanked staff for their reports tonight.

Director Wood thanked Board Clerk Marni Rittburg, Art Hong and the IT department, and Logistics for all the extra work to have this Board meeting off-site at Station 111. Director Wood stated the Firefighters Burn Institute 50 Year Celebration will take place on Friday, October 20<sup>th</sup> at 7 p.m. at The Elks Tower in Sacramento to celebrate 50 years of supporting the burn community.

Director Sheetz thanked the crews at Station 111 for their hospitality this evening.

Director Goold congratulated Chief House as he wasn't present when he was installed as Fire Chief.

President Clark thanked Assistant Chief Chris Greene for the great day at the Capital Airshow and for including me in the meeting, it was a wonderful day and show. He thanked the men and women of Metro Fire and Chief House for his great leadership.

A moment of silence was held for Retired Captain James Stewart and Retired Chief Ronny J. Coleman.

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

<https://metrofire.ca.gov/2023-09-28-board-meeting>

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

## **ADJOURNMENT**

The meeting was adjourned at 7:05p.m.

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D'Elman Clark, President

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Ted Wood, Secretary

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Marni Rittburg, CMC, Board Clerk



Adam House  
Fire Chief

# Sacramento Metropolitan Fire District

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

**DATE:** October 26, 2023  
**TO:** Board of Directors  
**SUBJECT:** New Board Policy – Meal and Refreshment Policy

## TOPIC

A new Board policy addressing meal and refreshment purchases using District resources.

## DISCUSSION

Attached is the new Meal and Refreshment Policy. The Meal and Refreshment Policy provides direction to all District employees and members of the Board of Directors on the acceptable use and expenditure of District resources for meal and refreshment purchases, excluding those pertaining to travel outside of Sacramento County. This policy seeks to ensure that food and refreshment purchases are reasonably based on a public purpose and are necessary for the conduct of the District's business. The new policy is attached.


## RECOMMENDATION

Recommend the Board of Directors approve the Meal and Refreshment Policy for implementation.

Submitted By:

Approved By:

  
\_\_\_\_\_  
Dave O'Toole  
Chief Financial Officer

  
\_\_\_\_\_  
Adam House  
Fire Chief

# Sacramento Metropolitan Fire District

## BOARD POLICY

POLICY TITLE: Meal and Refreshment Policy

OVERSIGHT: Finance

POLICY NUMBER: XX.XXX.XX

EFFECTIVE DATE: Xx/xx/xxxx

REVIEW DATE: Xx/xx/xxxx

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### *Background*

This policy sets forth the standards to determine what meal and refreshment expenses may be paid with Sacramento Metropolitan Fire District (District) funds, and describes the related approval and payment processes.

The District and all California government agency meal and refreshment policies are guided by the “gift of public funds” law, which is set forth in the California Constitution, Article XVI, Section 6. This law prohibits the giving or lending of public funds to any person or entity, public or private.

### *Purpose*

The purpose of this policy is to provide direction to all District employees and members of the Board of Directors (Board) on the acceptable use and expenditure of District resources on meal and refreshment purchases except those related to travel outside of Sacramento County. A special district through its elected Board may authorize expenditures for a public purpose. This Board policy reflects a legislative determination that the expenditures described in this policy are reasonably based on a public purpose, and are necessary for the conduct of the District’s business.

### *Scope*

This policy applies to District employees and members of the Board.

### *Definitions*

1. **Budgeted Funds:** Funds that have been approved in the budget for food purchases through the budget approval process.
2. **Conference:** For purposes of this policy, a conference is a meeting that brings together participants from various locations, may charge a registration fee, and has a published agenda.
3. **Official Guests:** An official guest is a person, not an employee of the District, that is invited to a facility or function for a specific purpose that benefits the District. Official guests include, but are not limited to, dignitaries, guest speakers, outside interview or examination panelists and volunteers. A vendor or contractor is not considered an official guest.



4. **Meals and Refreshments:** Meals include breakfast, lunch, or dinner, while refreshments include beverages (including water bottles), and snacks. Meals and refreshments do not include alcohol, which is not an authorized use of District funds.
5. **US General Services Administration (GSA):** An agency of the federal government that sets prescribed per diem rates by city and region in the United States.

## *Policy*

1. General Rule
  - a. As a general rule, the District must limit the use of budgeted funds to provide meals and refreshments to its employees or other individuals to select occasions necessary to achieve the public purpose of the District. Personal meals and refreshments, including break time coffee, tea, soda, and meal service) are a personal expense that a District employee is expected to bear from his or her salary.
2. Permitted Uses of Public Funds for Meals and Refreshments
  - a. Generally speaking, meal and refreshment expenses for internal District meetings, including regularly scheduled staff meetings and items for employee personal use (e.g., break time coffee, tea, soda, snacks and food service supplies normally self-funded or funded by house funds) are not permissible uses of District resources. However, there are exceptions when meals and refreshments may be provided. In all of the following cases, the cost of the meals, including any tips, must conform to the applicable GSA per diem limits and funds must be allocated in the division budget for meals and refreshment expense. In addition, unless otherwise specified, budgeted funds must only be used for meals and refreshments for District employees.
    - b. District-Provided Training and Meetings
      - i. Meals may be provided to a District employee if the employee is participating in a training program or staff retreat with a documented agenda so long as:
        - A. the training program is ongoing while meals are being served and consumed, *and*
        - B. there are substantial functions occurring before and after meals are served and consumed.
      - ii. On a case-by-case basis, the Fire Chief or their designee in writing may approve in advance refreshments special meetings of District staff.

- c. Award Ceremonies and Graduations
  - i. The District may provide meals and refreshments to attendees, including non-District employee and Board attendees, at the annual District-wide employee recognition event to honor employees and academy graduations.
  - ii. GSA purchase limits will not apply provided sufficient budget authority is available.
- d. Official Guests from Other Agencies
  - i. The District may pay for meals and refreshments for official guests from other agencies so long as the expenditure contributes materially to the achievement of a specific District objective and public purpose, and the meal or refreshments occur during the course of meeting with public officials on matters related to the business of the District. Meals and refreshments provided simply to generally develop morale and working relationships are not allowed.
- e. Lunch for Interview or Examination Panels
  - i. A meal or refreshment for lunch may be brought in for panelists participating in interviews or examinations, provided:
    - A. the interviews cross the lunch hour and due to timing, staff is not able to take their lunch break, and
    - B. the lunch break is used to discuss the candidates (i.e., a “working lunch”).
  - ii. The District may also pay for meals and refreshments for official guests from other agencies invited to form part of an interview or examination panel. Notwithstanding the purchasing limits delineated below, when 12 or more panelists are participating in an examination or interview, the General Services Administration limit may be exceeded by up to 30 percent if prior written approval is obtained by the Fire Chief or their designee in writing. This exception is established in recognition that the number of official guests on an interview or examination panel may not be known when meals and refreshments are ordered.
- f. Meetings with Representatives of Other Agencies
  - i. Sharing a meal with regional, state and federal officials is an opportunity for a more extensive, focused, and uninterrupted communication about District policy matters. The District may pay for meals and refreshments for these business meals with the written approval of the Fire Chief or their designee in writing, subject to the requirements of paragraph 2 (c)(i).

g. Emergencies

- i. Meal and refreshment purchases may be permitted under emergency circumstances. Emergencies are only those where the provision of meals and refreshments is incidental to the protection of human life or property in the course of an extended incident.
- ii. Emergency circumstances do not include situations where employees are only required to remain on duty beyond their regular working hours.
- iii. The decision to treat an incident as an emergency meriting meal and refreshment purchase will be in accordance with procedures adopted by the Operations Branch and, at a minimum will, be determined by an Assistant Chief. Supplying apparatuses with water bottles for emergencies is always permitted.

h. Board Meetings

- i. The District's Board of Directors meets at a time intended to be convenient for the general public. Meetings routinely span the normal dinner hour and later into evening. Serving meal and refreshments to board members and staff required to attend the regularly scheduled board meetings is permissible.

i. Volunteer Events

- i. District funds may be used to pay for meals or refreshments necessary to provide for the needs of volunteers while working at or participating in an event authorized by the District, including volunteer appreciation events. Documentation is required on who was provided the meals and for what purpose.

j. District-Sponsored Events

- i. Meals and refreshment purchases may be permitted for District-sponsored public events such as Fire Camp and media events.
- ii. GSA purchase limits will not apply provided sufficient budget authority is available.

k. Water

- i. District employees shall have unfettered access to water provided at District expense.

3. Other Circumstances

- a. On a case-by-case basis, any other expenditure for meals and refreshments not specifically identified in this policy may be approved by the Fire Chief or

their designee in writing, if determined to be reasonable, have a valid public purpose, further the mission of the District and are deemed necessary to further specific policy goals and operational matters of the District.

#### 4. Gratuities and Tips

- a. When a meal expense is allowed, a gratuity up to 15 percent of the charge is acceptable as long as it is within the allowable meal allowance based on the GSA limits. Any tip given over 15 percent is not allowed and the difference must be paid for, or reimbursed by, the employee that incurred the expense. The 15 percent limit does not apply when the establishment adds a service charge in lieu of gratuity. In that case, the amount of the service charge is not within the control of the customer.

#### 5. Budget Constraints

- a. Under no circumstances may funds be spent for meals and refreshments in excess of the responsible division's budget.

### *Procedures*

#### 1. Responsibility

- a. It is the responsibility of each employee and manager to ensure only prudent and appropriate expenditures of District funds. Additionally, it is the responsibility of the approver of food and refreshment expenditures to ensure that the purchase was necessary and provides a direct benefit to the District and its constituents.

#### 2. Expense Report Content and Submission Deadline

- a. All expense reimbursement requests for meal and refreshment costs must be submitted on a Miscellaneous Expense Reimbursement Form. Expense reports must document that the expense in question met the requirements of this policy. Expense reimbursement requests must be submitted within 30 days of an expense being incurred, accompanied by receipts documenting each expense.
- b. Regardless of how the purchase was made (e.g., District-issued credit card or check, or out-of-pocket), the documentation for meals or refreshments must specify the following:
  - i. For whom the meals or refreshments were purchased
  - ii. Business reason (e.g., issues discussed, promotional interview, etc.)
  - iii. Specific exception claimed in the policy (e.g., Section 2.c, "Award Ceremonies and Graduations")

- c. Failure to provide such documentation in a timely fashion may result in the expense being paid by the employee.

3. Purchase Limits

- a. Unless otherwise specified in this policy, all meals must follow the appropriate GSA limits. Information regarding GSA standards, limits, or requirements can be obtained from the District's Finance Division and any questions regarding any expenditure should be directed to the Finance Division before the expense is incurred.

4. Violation of This Policy

- a. Violation of this policy may result in any or all of the following:
  - i. Loss of reimbursement privileges / credit card privileges
  - ii. Demand for restitution to the district
  - iii. District reporting the expenses as taxable income to the employee to state and federal tax authorities
  - iv. Internal disciplinary action

5. Examples

- a. The following are illustrative examples of when a meal or refreshments may be provided or reimbursed by the District. It is not an exhaustive list:
  - i. An employee attends a meeting of a local professional organization that meets once monthly for a seminar at a local restaurant. A registration fee is paid to the professional organization, which includes a meal.
  - ii. A department has been working on the new project all day and, due to unforeseen difficulties, several hours of work remain before they are done. There is little time available in the coming week that allows for completion of the project. The division manager has dinner delivered as staff works through the evening in order to complete the budget.
  - iii. A natural disaster occurs which results in activation of the Emergency Operations Center (EOC). Staff is required to be at the center around-the-clock. Meals are brought in to the EOC for those on duty.
  - iv. A meeting that takes place over an extended period and the event agenda includes a working meal where there is a scheduled speaker during the meal period or the participants work through the meal period.

- v. An all-day training program is sponsored by the District (such as the L-280), when providing lunch during the program will enhance the objective of the program and the participants work through the meal.

### *References*

1. Purchases of meals and refreshments related to travel outside of Sacramento County is covered by Travel and Conference Policy #01.013.01
2. [www.GSA.gov/travel/plan-book/per-diem-rates](http://www.GSA.gov/travel/plan-book/per-diem-rates).



# Sacramento Metropolitan Fire District

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

ADAM HOUSE  
*Fire Chief*

**DATE:** October 26, 2023  
**TO:** Board of Directors  
**SUBJECT:** Authority to Reenter into an Agreement with State of California Department of Health Care Services for Intergovernmental Transfers from January 1, 2022 to December 31, 2022

## TOPIC

Reauthorize the Fire Chief to enter into an intergovernmental agreement to transfer public funds to the State of California Department of Health Care Services (DHCS), which is necessary to participate in the Voluntary Rate Range Program (VRRP) Intergovernmental Transfer (IGT), a federal reimbursement program, for eligible medical transports between January 1, 2022 and December 31, 2022.

## DISCUSSION

Beginning in Fiscal Year 2014/15, the District has participated in the VRRP IGT to receive federal funds associated with the District's transport of Medi-Cal managed care beneficiaries. Participation in the VRRP requires the District annually to enter into an agreement with the DHCS and each of the participating managed care plans (Plans), currently Aetna, Anthem, Health Net, Kaiser, and Molina.

The proposed agreement covers the 12-month period of transports between January 1, 2022 through December 31, 2022.

The DHCS agreement is substantially similar to those entered into in previous fiscal years.

## FISCAL IMPACT

No impact. This agreement does not change the current, FY 2023/24 budgeted IGT revenue of \$9.7 million.


## RECOMMENDATION

Staff recommends that the Board approve the attached resolution reauthorizing the Fire Chief to enter into the necessary agreement with DHCS to participate in the VRRP IGT covering the period January 1, 2022 through December 31, 2022.

Submitted By:

  
\_\_\_\_\_  
Dave O'Toole  
Chief Financial Officer

Approved By:

  
\_\_\_\_\_  
Adam House  
Fire Chief





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. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING AUTHORITY FOR THE FIRE CHIEF TO ENTER INTO SPECIFIED INTERGOVERNMENTAL AGREEMENT WITH THE STATE DEPARTMENT OF HEALTH CARE 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 Sacramento Metropolitan Fire District (hereinafter referred to as District) participates in the Voluntary Rate Range Program (VRRP) to receive federal funding associated with transport of Medi-Cal managed care beneficiaries; and

**WHEREAS**, participation in the VRRP for the period January 1, 2022 through December 31, 2022 is expected to result in an estimated \$9,700,000 in net new funds to the District; and

**WHEREAS**, participation in the VRRP requires entering into an agreement with the State of California Department of Health Care Services (DHCS).

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

1. The Fire Chief or his designee as its Authorized Agent(s) is authorized to enter into and execute the intergovernmental agreement regarding transfer of public funds with DHCS.

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of **OCTOBER 2023**. I, **MARNI RITTBURG, BOARD CLERK OF SACRAMENTO METROPOLITAN FIRE DISTRICT** **HEREBY CERTIFY** the foregoing Resolution was introduced and passed at a regular meeting of the Sacramento Metropolitan Fire District Board by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

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



# Sacramento Metropolitan Fire District

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

ADAM A. HOUSE  
Fire Chief

**DATE:** October 26, 2023  
**TO:** Board of Directors  
**SUBJECT:** Contract Award - Owner Advisor (Zinfandel Phase 3 Buildout Project)

## TOPIC

Request to approve a contract award to Abercrombie Planning+Design to serve as Owner Advisor for the Zinfandel Phase 3 Buildout project.

## BACKGROUND

The Sacramento Metropolitan Fire District's (District) Board of Directors has adopted Resolution 2023-065 which determined that it was in the best interest of the District to use the design-build construction delivery method for the Zinfandel Phase 3 Buildout project (Project).

## DISCUSSION

In order to meet District needs, staff recommends retaining a consultant to serve as an Owner Advisor to advise the District and facilitate the successful completion of the Project. Engaging an Owner Advisor is recognized by the Design Build Institute of American as a best practice for design-build projects. The consultant's primary role as Owner Advisor is to ensure that the Project is completed on time, within budget, and to the highest quality standards, meeting the District's objectives and expectations. The Owner Advisor will be responsible for preparation of design criteria documents to be included in the District's solicitation and will represent the District's interests to the design-build team for the duration of the Project.

The proposed consultant, Abercrombie Planning+Design, is uniquely qualified to provide such services due to previous substantial involvement in the development of the earlier phases of the Project as well as the extensive participation in public safety training facility projects around the world. The consultant's institutional knowledge and involvement with the project cannot be matched. For this reason, staff has submitted a Request for Exception to Formal Solicitation Process, in accordance with the District's Purchasing and Contracting Policy. The proposed contract will meet the District's needs at a reasonable cost that is comparable to previous competitively bid contracts for design services and construction management services.

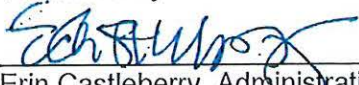
## FISCAL IMPACT

The cost of the proposed services is \$150,000 and is included in the project budget.

## RECOMMENDATION

Staff recommends the Board adopt a resolution to approve the Request for Exception to Formal Solicitation Process and award a contract to Abercrombie Planning+Design.

Submitted by:

  
Erin Castleberry, Administrative Analyst

Approved by:

  
Jeff Frye, Chief Development Officer

## ATTACHMENTS:

Attachment 1: Request for Exception to Formal Solicitation Process  
Attachment 2: Resolution – Contract Award – Owner Advisor



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

Website: [www.metrofire.ca.gov](http://www.metrofire.ca.gov)

PURCHASING: 3012 Gold Canal Dr. • Rancho Cordova, CA, 95670 • Phone (916)859-4360 • Fax (916) 859-3729

## REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS and DISCLOSURE STATEMENT

**Purchase Description:** Owner Advisor for Design-Build Project (Consulting Services)

**Proposed Vendor:** Abercrombie Planning+Design

**Estimated Total Cost:** \$ 150,000

This form must accompany the vendor quote document whenever an exception to the formal solicitation process is requested. State and local laws subject the Sacramento Metropolitan Fire District to competitive bidding rules. Requests for goods and/or services from a specific vendor or that are limited to a specific brand, where substitutes to the recommended vendor or brand are not in the best interest of the District, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The employee signing the justification must disclose in writing whether or not they have a potential or actual conflict of interest. Metro Fire employees who have a business relationship with or financial or personal interest in the recommended vendor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent and branch Deputy Chief will determine whether the justification is appropriate. Requests for exceptions to the formal solicitation process must be supported by factual statements that will pass an audit and must be submitted to the Board of Directors for final review and approval.

1. Please check **all** applicable categories below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment:

Manufacturer/Model Number:

Age:

Current Estimated Value:

- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- c. I have standardized the requested product, and the use of another brand/model would require considerable time and funding to evaluate.

REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS AND DISCLOSURE STATEMENT

- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from the manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from the manufacturer.
- h. Service proposed by vendor is unique, therefore, competitive bids are not available or applicable.
- i. Other factors

2. Provide a detailed explanation and pertinent documentation for **each** category checked in Section 1 above. Attach additional sheets if necessary:

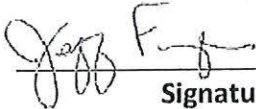
The District is in need of a consultant to provide design criteria documents and act on behalf of the District as an owner advisor for the Zinfandel Phase 3 Buildout design-build project. The proposed consultant is uniquely qualified to provide such services due to his previous substantial involvement in the development of the earlier phases of the project as well as his extensive participation in public safety training facility projects around the world. His institutional knowledge and involvement with the project cannot be matched. Proposed cost and hourly rates are reasonable and comparable to previous competitively bid contracts for design services and construction management services.

3. Was an evaluation of other equipment, products, or services performed?  Yes  No  
*If yes, please provide all supporting documentation.*

4. List below the name of each individual who was involved in the evaluation, if conducted, and/or in making the recommendation to procure this product or service. Attach additional information if necessary. **Each individual must submit a completed and signed Disclosure Statement (attached).**

- 1. Erin Castleberry
- 2. Jeff Frye
- 3.
- 4.

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

  
\_\_\_\_\_  
Signature  
**Jeff Frye**  
\_\_\_\_\_  
Printed Name

Chief Development Officer  
\_\_\_\_\_  
Budget Officer Title  
**10/19/23**  
\_\_\_\_\_  
Date

Approval

\_\_\_\_\_  
Branch Deputy Chief Signature

Ty Bailey                      10/19/23  
\_\_\_\_\_  
Printed Name                      Date

# abercrombie

## PLANNING+DESIGN

abercrombie Planning + Design is a planning and design consulting firm that specializes in the research, programming, and design of state-of-the-art public safety facilities.

Providing services from initial research and programming to overseeing design concepts through to construction, abercrombie Planning + Design works with a select group of architects, engineers, and designers to provide an unprecedented array of specialized professional experience.

Owner/Principal Tommy Abercrombie, PhD started abercrombie Planning + Design on the idea that successful design solutions come from a strong understanding of the human elements of design. A professional public safety officer and educator for over 29 years, Dr. Abercrombie brings a unique understanding of the public safety-training education environment. This experience, combined with his research background in Human Environmental Science-Architectural Studies, allows him to clearly understand the design problem while creating solutions that redefine the standard in public safety design.

### **Small Firm-Large Network**

All too often the person who makes a firm desirable for a project is not the person you end up working with. We believe you hire us for the unique background and experience of our key players and thus you should have the expectation that these key players will be involved with your project throughout. The global reach of our selected partners provides the ability to handle large-scale projects with the personal attention of a small firm.

### **Research**

abercrombie Planning + Design utilizes a strong research background to generate verifiable data that becomes the foundation of any project. This information ranges from complex needs analysis to business and operational planning.

### **Programming**

Many times the most overlooked aspect of a project, programming is crucial to a successful design. Too often the process becomes a repackaging of information the client already knows. abercrombie Planning + Design utilizes a unique programming process that defines and clarifies the functional requirements of the proposed facility. This process yields a much stronger foundation for the design development effort and ultimately improves the usability of the constructed facility.

### **Design**

From initial concept design to working with design architects through construction, abercrombie Planning + Design has a proven track record of producing innovative and successful design collaborations that exceed the clients expectations. We believe each project is unique and strive to respond to this belief by avoiding the pre-packaged design approach too often utilized.



# Professional Summary

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Tommy L. Abercrombie, PhD

3508 Overton Park Dr. W. • Fort Worth, Texas 76109

Phone 817-229-2646 • E-mail [tommy@abercrombiedesign.com](mailto:tommy@abercrombiedesign.com)

## Work experience

**abercrombie Planning + Design • Fort Worth, Texas**

1996

*Owner/Principal*

*Public Safety Design Consultant*

Selected Projects/Client List:

- Chicago Police and Fire Public Safety Training Academy - Chicago, Illinois
- Fort Worth Police and Fire Training Center - Fort Worth, Texas
- Oklahoma City Fire and Police Training Center – Oklahoma City, Oklahoma
- Western Australia Department of Fire and Emergency Services Training Center – Perth, Australia
- Owasso Fire Department Headquarters and Public Safety Training Center - Owasso, Oklahoma
- San Francisco Fire Department Training Center – San Francisco, California
- Fresno Fire Department Regional Training Center – Fresno California
- London Ontario Fire and Police Training Center – London Ontario, Canada
- Austin Community College Public Safety Training Academy - Austin, Texas
- New South Wales Fire Training Academy- Sydney, Australia
- Sioux Falls Public Safety Training Center - Sioux Falls, South Dakota
- Sacramento Metropolitan Fire District Technical Rescue Training Academy - Sacramento, California
- Prince George's County Public Safety Training Center- Prince George's County Maryland
- Montgomery County Public Safety Training Academy- Montgomery County Maryland
- Hayward Fire Department/Chabot College Fire Training Center – Hayward, California
- Alameda County Fire Training Center – Alameda County, California

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**Tarrant County College • Fort Worth, Texas**

**1992 - 2014**

*Coordinator of Special Projects/Technical Adviser, Fire Service Training Center*

- Led the development of a 20 million dollar state-of-the-art fire service training facility that was the largest computer controlled gas fired training facility in the United States. Responsible for all aspects of the facility including initial concept, business plan, and construction oversight. The 23-acre facility consists of a 48,000 square foot high tech classroom and administration building coupled with a multi hazard disaster city complete with man-made raging river. This highly integrated facility is one of the most technologically advanced emergency service training facilities in the world.

**Ft. Worth Fire Department • Fort Worth, Texas**

**1994 - 2019**

*Lieutenant*

## Education

**University of Missouri • Columbia, Missouri**

**2011**

*PhD Human Environmental Science-Architectural Studies*

**Texas Christian University • Fort Worth, Texas**

**2004**

*Master of Liberal Arts*

**University of Oklahoma • Norman, Oklahoma**

**2001**

*Bachelor of Liberal Studies*

**Tarrant County Junior College • Fort Worth, Texas**

**1998**

*Associate of Applied Science, Fire Protection Technology*





**DISCLOSURE STATEMENT TO ACCOMPANY  
REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS**

When submitting a request for an exception to the formal solicitation process, each individual involved in evaluating and/or in making a recommendation to purchase the proposed good/service must complete, sign, and submit this Disclosure Statement. Filing an annual statement of economic interest does not exempt an employee from this requirement. Attach additional information if necessary.

**Purchase Description:** Owner Advisor for Design-Build Project (Consulting Services)

**Proposed Vendor:** Abercrombie Planning+Design

1. Please list any income or gifts you received from this vendor during the past 12 months:  
None
2. Please list any financial interests (stocks, shares, investments, etc.) you have in this vendor:  
None
3. Do you have any other type of business or personal relationship with this vendor?  
None
4. To the best of your knowledge, does any member of your departmental staff have a business or personal relationship with this vendor?  
None
5. Do you or any of your near relatives have any financial or personal interest in this vendor? If yes, please describe.  
None
6. Please provide any additional information you believe should be disclosed at this time:  
N/A

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

  
\_\_\_\_\_  
Signature  
Erin Castleberry  
\_\_\_\_\_

Printed Name

Administrative Analyst  
\_\_\_\_\_  
Title  
10/19/23  
\_\_\_\_\_

Date



**DISCLOSURE STATEMENT TO ACCOMPANY  
REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS**

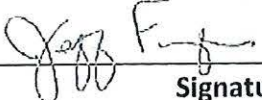
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**Purchase Description:** Owner Advisor for Design-Build Project (Consulting Services)

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1. Please list any income or gifts you received from this vendor during the past 12 months:  
None
2. Please list any financial interests (stocks, shares, investments, etc.) you have in this vendor:  
None
3. Do you have any other type of business or personal relationship with this vendor?  
None
4. To the best of your knowledge, does any member of your departmental staff have a business or personal relationship with this vendor?  
None
5. Do you or any of your near relatives have any financial or personal interest in this vendor? If yes, please describe.  
None
6. Please provide any additional information you believe should be disclosed at this time:  
N/A

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

  
\_\_\_\_\_  
Signature  
Jeff Frye  
\_\_\_\_\_

Printed Name

Chief Development Officer  
\_\_\_\_\_  
Title  
10/19/23  
\_\_\_\_\_

Date

## Sacramento Metropolitan Fire District Professional Services Agreement

This Agreement, dated as of October 26, 2023 is by and between the Sacramento Metropolitan Fire District ("DISTRICT") a Special District formed pursuant to Health and Safety Code §13800, and Abercrombie Planning+Design ("CONSULTANT") are hereinafter collectively referred to as the "Parties". The Agreement will be effective upon approval by the DISTRICT's Board of Directors and final execution by the Parties.

### RECITALS

**WHEREAS**, the DISTRICT intends to complete the Zinfandel First Responder Training Facility Phase 3 Buildout construction project, "Project"; and

**WHEREAS**, the DISTRICT desires to obtain the services of CONSULTANT to serve as an Owner Advisor to the DISTRICT, as more fully described in Exhibit A hereto, "Scope of Services"; and

**WHEREAS**, CONSULTANT is professionally qualified to provide such services and is willing to provide such services 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 and B are attached hereto and incorporated herein as if set forth in full.
3. **SCOPE OF SERVICES**  
CONSULTANT agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement.  
  
CONSULTANT shall furnish all equipment, tools, vehicles, facilities, supplies, materials, labor, and skill necessary to perform in a satisfactory manner the services described herein, in accordance with applicable law and the terms and conditions described herein.
4. **TERM**  
This Agreement shall be in effect from the date of final execution by the Parties until full completion of the Project as described in Exhibit A. Terms and conditions, which relate to indemnification and other related matters, shall continue in effect after expiration of this Agreement.
5. **PAYMENT**  
For services performed in accordance with the Agreement, payments will be made to CONSULTANT as provided in Exhibit B hereto.
6. **TAXES**  
Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.

7. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is at all times an independent contractor, and can perform work for others. CONSULTANT 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 CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, his employees, or agents.

CONSULTANT 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.

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

In carrying out the work contemplated herein, CONSULTANT 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 DISTRICT.

CONSULTANT 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 CONSULTANT is engaged in the geographical area in which the CONSULTANT practices its profession.

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

8. **CONFLICT OF INTEREST**

CONSULTANT covenants that he 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 CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

9. **INDEMNIFICATION**

To the greatest extent permitted by California law, CONSULTANT shall indemnify, defend and hold harmless the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers

from and against any and all liability claims, losses, damages, costs, attorneys' fees arising from all acts or omissions of CONSULTANT or its officers, agents, or employees in rendering services under this contract. This obligation is independent of and shall not in any way be limited by the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement. These losses include but are not limited work arising out of, resulting from, or relating to the following:

- a) The failure of CONSULTANT or its subcontractors to perform its obligations under this Agreement;
- b) The inaccuracy of any representation or warranty given by CONSULTANT or its subcontractors;
- c) Any claim of damage or loss by any subcontractor against the DISTRICT arising out of any alleged act or omission of CONSULTANT or any other subcontractor, or anyone directly or indirectly employed by CONSULTANT or any subcontractor.

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 CONSULTANT 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 CONSULTANT for damage or injury (including death) to persons or property by reason of the negligence, recklessness or willful misconduct of CONSULTANT, its officers, agents, employees/ or subcontractors, which liability is not impaired or otherwise affected hereby, CONSULTANT 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 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, recklessness or willful misconduct of CONSULTANT, its officers, agents, employees, or any of its subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of CONSULTANT, its officers, agents, employees, or any of its subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the work called for by this Agreement.

CONSULTANT 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 in the event of the sole or active negligence of the DISTRICT, its officers, directors, officials, employees, consultants, and volunteers.

In claims against any person or entity indemnified under this section that are made by an employee of CONSULTANT or any subcontractor, a person indirectly employed by CONSULTANT or any subcontractor, or anyone for whose acts CONSULTANT 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 CONSULTANT 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.

CONSULTANT 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 CONSULTANT, any subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

CONSULTANT shall indemnify separate contractors from and against losses arising out of the negligent acts, omissions, or willful misconduct of CONSULTANT, 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 CONSULTANT 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 CONSULTANT.

**10. LIMITATION OF LIABILITY**

Under no circumstances will CONSULTANT be entitled to consequential damages for any loss of profit or damage to reputation. Under no circumstances will CONSULTANT be permitted to limit their liability to an amount less than one million (\$1,000,000.00) dollars. Under no circumstances will CONSULTANT be entitled to limit special or consequential 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.

**11. NON-DISCRIMINATION**

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the DISTRICT's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California 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, CONSULTANT 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.

**12. CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, CONSULTANT 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 CONSULTANT.

**13. LICENSES, PERMITS, AND ELIGIBILITY**

CONSULTANT shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by the DISTRICT.

CONSULTANT further certifies to the DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in federal, state, or county government contracts.

**14. COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS**

Any design drawings and technical specifications shall be prepared in full compliance with the latest editions (at time of agreement) of all applicable federal, state, and local codes and regulations, including but not limited to the following:

- a) California Title 8 (Industrial Relations)
- b) California Title 17 (Public Health)
- c) California Building Code, Title 24, Parts 1-5
- d) California Energy Code, Title 24, Part 6
- e) California Essential Services Building Seismic Safety Act of 1986
- f) California Fire Code, Title 24, Part 9
- g) National Fire Protection Association (NFPA)
- h) Federal Americans With Disability Act (ADA)
- i) Local jurisdiction codes and regulations

**15. USE OF DISTRICT PROPERTY**

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

**16. INSURANCE**

CONSULTANT 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 CONSULTANT 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. 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) Per Statute

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

Professional Liability

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

Additional Insured

- a) The Sacramento Metropolitan Fire District, its officers, directors, officials, employees, agents, and volunteers are to be endorsed as additional insureds, except as to coverage for professional liability, with respect to liability arising out of activities performed by or on behalf of the CONSULTANT, products and completed operations of the CONSULTANT, premises owned, occupied or used by the CONSULTANT, or automobiles owned, leased, hired, or borrowed by the CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to the DISTRICT, its officers, directors, officials, employees, agents, or volunteers.

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

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

CONSULTANT 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 CONSULTANT.

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

- 17. **KEY PERSONNEL**  
Substitution or replacement of any key personnel requires the written approval of the DISTRICT and such approval will be at the sole discretion of the DISTRICT.
- 18. **RIGHT TO REFUSE PERSONNEL**  
The DISTRICT reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the CONSULTANT or its subcontractors. The DISTRICT reserves the right to interview and approve all proposed staff members. CONSULTANT's staff and/or subcontractors may be subject to the DISTRICT's background and drug testing processes at any time.



19. **ASSIGNMENT AND SUBCONTRACTING**

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 CONSULTANT 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.

CONSULTANT 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, CONSULTANT 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 in performance of this Agreement.

CONSULTANT 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. CONSULTANT shall be held responsible by the DISTRICT for the performance of any subcontractor whether approved by the DISTRICT or not.

20. **OPINIONS OF COST**

Any opinions of probable cost provided by CONSULTANT for design and construction are to be made on the basis of CONSULTANT's experience and qualifications, and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, CONSULTANT cannot and does not guarantee that proposals, bids or actual design and construction costs will not vary from opinions of probable design and construction costs prepared by CONSULTANT.

21. **OWNERSHIP OF DOCUMENTS**

CONSULTANT hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports, and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the CONSULTANT, the CONSULTANT's sub-contractors, or third parties at the request of the CONSULTANT (collectively, "Documents and Materials").

CONSULTANT also hereby assigns to the DISTRICT and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in CONSULTANT's information system(s), in any way the subject matter of this Agreement.

CONSULTANT agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the DISTRICT and any assignee of the DISTRICT an express, exclusive and irrevocable royalty-free license to retain and use said Documents and Materials. The rights of the DISTRICT under this Section shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit A to this Agreement have been fully performed. The DISTRICT agrees to indemnify and hold

CONSULTANT harmless from any claim arising out of use of partially completed documents or re-use of the documents for other than this Project.

During the term of this Agreement CONSULTANT shall be permitted to retain copies, including computerized and reproducible copies, of said Documents and Materials.

**22. CONFIDENTIALITY**

CONSULTANT 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. CONSULTANT agrees to immediately notify the DISTRICT if he 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 CONSULTANT's termination of services to the DISTRICT hereunder.

**23. ACCESS AND RETENTION OF RECORDS**

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

**24. TERMINATION**

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

In addition to the five-day notice of termination as described above, any of the following occurrences or acts will constitute a material breach by CONSULTANT under the terms and conditions of the Agreement:

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

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

The DISTRICT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the DISTRICT should terminate this Agreement for its convenience, CONSULTANT 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 B. In the event of Agreement termination, all documentation relating to this Agreement shall be returned to the DISTRICT.

25. **ASSURANCE OF PERFORMANCE**

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

26. **DISPUTE RESOLUTION AND CONTINUANCE OF WORK**

In the event of a dispute between the Parties as to performance of services or the interpretation of this Agreement, or payment or nonpayment for services performed or not performed, the Parties shall attempt to resolve the dispute. Either party may demand in writing an informal meet and confer conference to attempt to settle any matter in dispute. If the Parties are unable to settle the dispute, the matter shall be submitted to mediation, pursuant to the terms of California Public Contract Code 9204(d)(2)(B).

Pending resolution of this dispute, CONSULTANT agrees to continue providing services under this Agreement diligently to completion. If the dispute is not resolved, CONSULTANT agrees it shall neither rescind this Agreement nor stop performance of services subject to this Agreement. If the matter is not resolved after mediation, CONSULTANT's sole remedy shall be to submit such controversy to binding arbitration. Such arbitration shall be conducted in accordance with California Code of Civil Procedure 1280-1294.4 which provisions are expressly incorporated herein. The prevailing party shall be entitled, as part of its costs, to a reasonable attorney's fee to be fixed by the court or the arbitrator.

27. **CHOICE OF LAW**

CONSULTANT agrees that if a dispute arises in the performance of this agreement the laws of the State of California will govern. In the event any action is filed by either party to this Agreement, venue for that action shall be in the Superior Court for the County of Sacramento.

28. **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 CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

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

29. **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.

30. **SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid 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, Administrative Analyst  
10545 Armstrong Avenue, Suite 200  
Mather, CA 95655

To: CONSULTANT: Abercrombie Planning+Design  
Attn: Tommy Abercrombie, Principal  
3508 Overton Park Drive West  
Fort Worth, TX 76109

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

CONSULTANT

By: \_\_\_\_\_  
Adam A. House, Fire Chief

By: \_\_\_\_\_  
Tommy Abercrombie, Principal

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

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

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

CONSULTANT shall act as Owner Advisor to advise the DISTRICT and coordinate activities associated with the successful completion of the Project. CONSULTANT's primary role as Owner Advisor is to ensure that the Project is completed on time, within budget, and to the highest quality standards, meeting the DISTRICT's objectives and expectations. CONSULTANT shall be engaged for the duration of the Project, from the design-build procurement phase through Project closeout.

The scope of services to be provided by the CONSULTANT shall include the following activities as applicable to meet Project goals:

**A. DESIGN-BUILD PROCUREMENT PHASE**

1. Consult with the DISTRICT to define and clarify Project objectives, priorities, scope, requirements, budget, and timeline.
2. Assist with evaluation of submissions to the Request for Qualifications (RFQ) issued by the DISTRICT for solicitation of design-build entities.
3. Assist in the preparation of the DISTRICT's Request for Proposals (RFP) document in accordance with the DISTRICT's established procurement schedule.
4. Prepare design criteria documents (Project program, performance requirements, and applicable minimum standards/specifications) for inclusion in the RFP that clearly define Project goals, challenges and constraints.
  - a. Such documents should define requirements for scope, performance and quality for the Project and should reflect recognized industry standards that are current, attainable, and appropriate for the Project.
  - b. Design criteria documents should minimize the use of overly prescriptive requirements in order to provide the design-build team adequate flexibility to optimize the balance between scope, quality, schedule and budget within current market conditions, so as to empower the design-build team to meet or exceed the DISTRICT's needs through innovation and creativity.
  - c. Design criteria documents should also include a prioritized list of scope beyond the minimum requirements.
5. Participate in any scheduled pre-proposal conferences and job walks as requested by the DISTRICT during the RFP process.
6. Assist with the selection of a design-build entity including reviewing and evaluating proposals submitted in response to the RFP issued by the DISTRICT for design-build entities and participating in interviews.
7. Assist with development of final design-build contract including establishing critical path and milestones, validating proposed Project budget, incentive/award fee development, ensuring basis of design documents are consistent with the DISTRICT's objectives, priorities and requirements, and other negotiations as needed to support best value procurement of the design-build entity.
8. Identify additional resources or team members needed to complete the Project outside of the design-build team (ie. labor compliance, third-party testing and inspection, etc.) and assist the DISTRICT is securing these resources.

**B. DESIGN PHASE**

1. Represent the DISTRICT's interests during design development to ensure that design aligns with Project objectives, priorities, requirements, budget and timeline.

2. Review submittals prepared by the design-build team including drawings, specifications, shop drawings, samples, and other required submittals to ensure conformance with basis of design documents.
3. Assist the DISTRICT in responding to Requests for Information (RFI) from the design-build team and issuing clarifications and/or interpretations of the basis of design documents.
4. Ensure design documents are in compliance with applicable codes and regulations.
5. Participate in constructability reviews and value engineering exercises to optimize cost without compromising quality.
6. Identify potential risk factors which are conditions or events that could negatively impact Project scope, quality, schedule or cost and make recommendations to manage and/or mitigate risk.

**C. CONSTRUCTION PHASE**

1. Monitor construction progress, schedule adherence, and quality control to ensure compliance with design and construction standards.
2. Assist with recommendation, review and approval of change orders or modifications.
3. Assist with review and approval of monthly requests for payment and schedule updates.
4. Coordinate the completion of all required testing and inspections as needed throughout the construction phase.
5. Monitor Project costs, including tracking and reporting on budget variances.
6. Participate in regular Project meetings and provide regular status reports to the DISTRICT.
7. Conduct regular site visits during construction on no less than a monthly basis for general inspection and observation to determine in general if the work is proceeding in accordance with the basis of design documents.

**D. PROJECT CLOSEOUT & ACCEPTANCE**

1. Oversee administration of punch-list generation and completion, start-up, commissioning, training, and closeout.
2. Facilitate pre-occupancy and/or final inspections of the completed work.
3. Verify that all Project components are completed to the DISTRICT's satisfaction and in accordance with the basis of design documents.
4. Ensure that all relevant documentation including, but not limited to, maintenance and operating instructions and schedules, warranties, and as-built drawings are provided to the DISTRICT.
5. Assist with the transition to the operational phase, if applicable.
6. Assist as needed with coordination of warranty inspection and any required warranty work during the warranty period.

**E. CONTRACT ADMINISTRATION**

1. Assist with contract administration for all contracts related to the completion of the Project to ensure performance in accordance with contract documents.
2. Support any applicable incentive/award fee program.
3. Facilitate resolution of contract disputes and advise on claims analysis, mitigation and resolution between the DISTRICT and all parties performing work on the Project, including design-build entity and any other entity the DISTRICT has contracted to complete the Project.

**F. GENERAL SERVICES**

1. Consult with and/or attend meeting as necessary throughout all phases of the Project with the DISTRICT and any other applicable parties relative to the completion of the Project.
2. Provide such incidental services in connection with the Project which logically and justifiably must be performed in order to complete the Project.

**EXHIBIT B**  
**Payment Terms**

**1. PAYMENT**

The total fee for services shall be **\$150,000 US Dollars**. Payment will be made on a percentage completed basis in accordance with the milestone and delivery schedule outlined below.

Invoices for payment will be provided to the DISTRICT on not less than a monthly basis, and shall specify the percentage of completion as to each milestone that is subject to the invoice. No advance payments shall be made.

**2. MILESTONE AND DELIVERY SCHEDULE**

The milestone and delivery schedule is outlined as follows and may be amended as needed by the mutual agreement of the Parties.

<b>Milestone/Deliverable</b>	<b>Delivery Schedule</b>
Design-Build Procurement Phase	April 15, 2024
RFQ Evaluation	January 1, 2024
Design Criteria Documents	January 15, 2024
Final Design-Build Contract	April 1, 2024
Design and Construction Phase	December 31, 2025

**3. BILLABLE RATES FOR ADDITIONAL SERVICES**

Additional services not included in the Scope of Services that are provided at the request of the DISTRICT shall be billed at the hourly rates specified below:

<b>Position Title</b>	<b>Hourly Rate</b>
Principals	\$ 225.00
Architectural Associate	\$ 185.00
Research Associate	\$ 150.00
Cost Estimator	\$ 150.00
Quality Control/Value Engineering	\$ 150.00
IT/Modeling	\$ 125.00
Administrative Support	\$ 105.00
CAD Technician	\$ 75.00





# 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. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING A CONTRACT AWARD FOR OWNER ADVISOR SERVICES FOR THE ZINFANDEL PHASE 3 BUILDOUT PROJECT

**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 adopted Resolution 2023-065 which determined that it was in the best interest of the District to use the design-build construction delivery method for the Zinfandel Phase 3 Buildout project (“Project”); and

**WHEREAS**, the District has determined that retaining the services of a consultant to serve as Owner Advisor to facilitate the successful completion of the Project is recognized as a best practice for design-build projects and is in the best interest of the District; and

**WHEREAS**, the District desires to award a contract to Abercrombie Planning+Design to serve as Owner Advisor on the project, in consideration of a Request for Exception to Formal Solicitation Process and in accordance with the District’s Purchasing and Contracting Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District, does hereby approve a Request for Exception to Formal Solicitation Process for Owner Advisor services to award a contract to Abercrombie Planning+Design and authorize the Fire Chief or his designee to execute and administer a professional services agreement materially similar to the proposed agreement.

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of October, 2023. 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 26, 2023  
**TO:** Board of Directors  
**SUBJECT:** Surplus Vehicle Designation

## TOPIC

Request Board authorization to surplus the vehicles listed below. In addition, give Staff direction to remove the vehicles from the District's permanent vehicle inventory.

## DISCUSSION

The attached resolution recommends the removal of the following vehicles from the fleet due to maintenance costs and mechanical condition.

<u>Dist. I.D. #</u>	<u>Vehicle Description</u>	<u>Mileage</u>	<u>Condition</u>
2460	1991 Ford Type V	33981	Poor
2470	1992 Ford Type V	82096	Poor
24195	2003 Ford Crown Vic	105023	Fair
24253	2005 Alamar Rescue Boat	NA	Poor
24262	2005 Ford Crown Vic	140000	Fair
24264	2005 Ford Excursion	114796	Poor
24343	2008 Ford Ambulance	200360	Poor
24417	2013 Sprinter Ambulance	207622	Wrecked
24390	2010 Chevy Ambulance	194028	Poor
24401	2013 Sprinter Ambulance	240649	Poor
24415	2014 Sprinter Ambulance	212450	Poor

The District maintains a file of written requests for surplus equipment, and will dispose of this vehicle by donation or through a third party auction.


**FISCAL IMPACT**

None

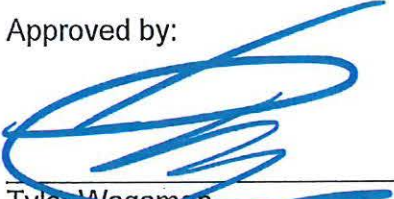
**RECOMMENDATION**

Staff recommends that the Board approve the attached Resolution, designating the vehicles listed as surplus. Once approved, steps will be taken to sell or donate the vehicle as deemed appropriate by the Fire Chief.

Submitted by:

  
\_\_\_\_\_  
Shea Pursell  
Fleet Manager

Approved by:

  
\_\_\_\_\_  
Tyler Wagaman  
Deputy Chief, Support Services

**ATTACHMENTS:**

Attachment 1: Resolution



# 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. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT ADOPTING THE SPECIFIC FLEET VEHICLES AS SURPLUS

**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 of Directors has adopted a Fleet Vehicle Replacement Plan; and

**WHEREAS**, the District has purchased numerous vehicles from this fiscal year's budget; and

**WHEREAS**, several vehicles in the District's fleet are aged, have safety concerns, anticipated maintenance costs and/or mechanical conditions; and

**WHEREAS**, the District recognizes the cost effectiveness of removing excess apparatus and vehicles from the fleet inventory.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby approve that the following vehicles be declared as surplus:

ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED DISPOSAL	FAIR MKT VALUE	VEH NO.
	DATE	COST					
3172-FA	01/01/91	\$ 37,227	1991 Ford Type V	2FDLF47M0MCA66702	AUCTION/DONATION	\$3,500	2460
3182_FA	01/01/92	\$ 42,523	1992 Ford Type V	2FDLF47MXNCA79538	AUCTION/DONATION	\$3,500	2470
3505_FA	01/31/03	\$ 22,585	2003 Ford Crown Vic	2FAHP71W43X180282	AUCTION/DONATION	\$1,500	24195
3675.1_FA	10/08/04	\$ 38,885	2005 Alamar Rescue Boat	CF4717XC	AUCTION/DONATION	\$1,000	24253
3737_FA	04/21/05	\$ 22,191	2005 Ford Crown Vic	2FAFP71W95X152973	AUCTION/DONATION	\$500	24262
3738_FA	04/21/05	\$ 34,757	2005 Ford Excursion	1FMNU41S65EC66288	AUCTION/DONATION	\$6,500	24264
4174_FA	11/04/08	\$ 139,347	2008 Ford Ambulance	1FDXE45P48DB01104	AUCTION/DONATION	\$2,000	24343
4565_FA	11/03/14	\$ 102,533	2013 Sprinter Ambulance	WD3PE7CC8E5863082	AUCTION/DONATION	\$0	24417

**RESOLUTION NO. 2023-XXX**

Page 2

ASSET #	ACQUISITION		DESCRIPTION	SERIAL NO	PLANNED DISPOSAL	FAIR MKT VALUE	VEH NO.
	DATE	COST					
4297_FA	07/27/11	\$ 136,193	2010 Chevy Ambulance	1GB9G5B65A1133774	AUCTION/DONATION	\$2,600	24390
4560_FA	07/29/13	\$ 101,212	2013 Sprinter Ambulance	WD3PE7CC6D5790308	AUCTION/DONATION	\$9,000	24401
4563_FA	11/03/14	\$ 102,619	2014 Sprinter Ambulance	WD3PE7CC4E5863080	AUCTION/DONATION	\$9,200	24415

**PASSED, APPROVED AND ADOPTED this 26<sup>th</sup> day of OCTOBER, 2023. 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 26, 2023  
**TO:** Board of Directors  
**SUBJECT:** Purchase Approval – Six (6) Ambulance Remounts

## TOPIC

Staff seeks Board approval to have six (6) Sprinter/Leader ambulance units currently in-service, remounted onto new 2024 Sprinter chassis by Leader Industries.

## SUMMARY

Due to the increased mileage Emergency Medical Services (EMS) transports are placing on our ambulance fleet, ambulances are reaching their replacement mileage in three years, rather than the expected six years. In an effort to reduce the cost of maintaining a working ambulance fleet, Staff recommends replacing the worn-out chassis of six existing vehicles and remounting the original box portion onto a new vehicle. This process will result in a vehicle that has been updated and nearly new, with a cost savings of \$106,000.00 per unit.

## DISCUSSION

In order to maintain all original functionality and reliability, this purchase will be sole source, performed by the original manufacturer of the ambulance, Leader Industries. Additionally, the Purchasing Division has reviewed the Exception to Formal Solicitation documents and determined they are consistent with Metro Fire purchasing policies and procedures.

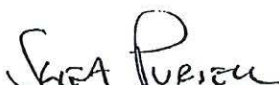
## FISCAL IMPACT

The total cost for the remounting of the six (6) ambulances is \$1,009,388.76. The funds for this purchase are included in the FY 2023/24 Final Budget.


## RECOMMENDATION

Staff respectfully recommends the Board approve the remounting of these six (6) Ambulances by Leader Industries.

Submitted by:

  
\_\_\_\_\_  
Shea Pursell  
Fleet Manager

Approved by:

  
\_\_\_\_\_  
Tyler Wagaman  
Deputy Chief, Support Services



ADAM A. HOUSE  
Fire Chief

# Sacramento Metropolitan Fire District

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

Website: [www.metrofire.ca.gov](http://www.metrofire.ca.gov)

PURCHASING: 3012 Gold Canal Dr. • Rancho Cordova, CA, 95670 • Phone (916)859-4360 • Fax (916) 859-3729

## REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS and DISCLOSURE STATEMENT

**Purchase Description:** Remounting of six (6) ambulance box modules onto new 2024 chassis

**Proposed Vendor:** Leader Industries

**Estimated Total Cost:** \$ 1,009,388.76

This form must accompany the vendor quote document whenever an exception to the formal solicitation process is requested. State and local laws subject the Sacramento Metropolitan Fire District to competitive bidding rules. Requests for goods and/or services from a specific vendor or that are limited to a specific brand, where substitutes to the recommended vendor or brand are not in the best interest of the District, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The employee signing the justification must disclose in writing whether or not they have a potential or actual conflict of interest. Metro Fire employees who have a business relationship with or financial or personal interest in the recommended vendor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent and branch Deputy Chief will determine whether the justification is appropriate. Requests for exceptions to the formal solicitation process must be supported by factual statements that will pass an audit and must be submitted to the Board of Directors for final review and approval.

1. Please check **all** applicable categories below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment:

Manufacturer/Model Number:

Age:

Current Estimated Value:

- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. I have standardized the requested product, and the use of another brand/model would require considerable time and funding to evaluate.

REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS AND DISCLOSURE STATEMENT

- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from the manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from the manufacturer.
- h. Service proposed by vendor is unique, therefore, competitive bids are not available or applicable.
- i. Other factors

2. Provide a detailed explanation and pertinent documentation for each category checked in Section 1 above. Attach additional sheets if necessary:

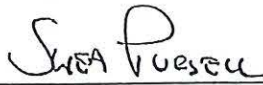
In order to maintain the high level of reliability and all original functionality, the remounting of the box portion of the existing ambulances needs to be performed by the original manufacturer.

3. Was an evaluation of other equipment, products, or services performed?  Yes  No  
*If yes, please provide all supporting documentation.*

4. List below the name of each individual who was involved in the evaluation, if conducted, and/or in making the recommendation to procure this product or service. Attach additional information if necessary. **Each individual must submit a completed and signed Disclosure Statement (attached).**

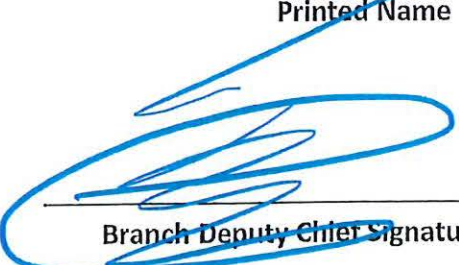
- 1. Shea Pursell
- 2.
- 3.
- 4.

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

  
\_\_\_\_\_  
Signature  
**Shea Pursell**  
\_\_\_\_\_  
Printed Name

**Fleet Manager**  
\_\_\_\_\_  
Budget Officer Title  
**10-13-23**  
\_\_\_\_\_  
Date

Approval

  
\_\_\_\_\_  
Branch Deputy Chief Signature

**Tyler Wagaman**    **10-17-23**  
\_\_\_\_\_  
Printed Name                      Date





**DISCLOSURE STATEMENT TO ACCOMPANY  
REQUEST FOR EXCEPTION TO FORMAL SOLICITATION PROCESS**

When submitting a request for an exception to the formal solicitation process, each individual involved in evaluating and/or in making a recommendation to purchase the proposed good/service must complete, sign, and submit this Disclosure Statement. Filing an annual statement of economic interest does not exempt an employee from this requirement. Attach additional information if necessary.

**Purchase Description:** Remounting of six (6) ambulance box modules onto new 2024 chassis

**Proposed Vendor:** Leader Industries

1. Please list any income or gifts you received from this vendor during the past 12 months:  
None.
2. Please list any financial interests (stocks, shares, investments, etc.) you have in this vendor:  
None.
3. Do you have any other type of business or personal relationship with this vendor?  
No.
4. To the best of your knowledge, does any member of your departmental staff have a business or personal relationship with this vendor?  
No.
5. Do you or any of your near relatives have any financial or personal interest in this vendor? If yes, please describe.  
No.
6. Please provide any additional information you believe should be disclosed at this time:  
N/A

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

Shea Pursell

Signature

Shea Pursell

Printed Name


Fleet Manager

Title

10-13-23

Date

Customer Sales Order Pricing Summary

 <p><b>9/28/2022</b></p> <p>Kevin Oberthier      559-761- 9382          10941 Weaver Ave          So. El Monte, CA 91733</p>	<p><b>Sacramento Metropolitan Fire District</b></p> <p>4425 Dudley BLVD.          McClellan,, CA 95692          Shea Pursell                      (916) 859-4140</p>	<p><b>L 3314</b></p> <p>VIN :          Parent Job    3314          Quoted by:    Jorge Morales</p>
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**PLEASE REVIEW THE ATTACHED SALES ORDER FOR ACCURACY. BY SIGNING THIS FORM IT IS AGREED THE PRICING AND THE SALES ORDER ARE ACCURATE AND CONFIRMED. CHANGE ORDER FEES MAY APPLY IF ANY CHANGES ARE REQUESTED.**

VEHICLE CONTRACT TOTALS	Each	Total Vehicles = 6
Unit Price Per Quote	\$154,635.00	\$927,810.00
GPC / CPA	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>\$154,635.00</b>	<b>\$927,810.00</b>

VEHICLE CONTRACT TOTALS AND ADDITIONAL FEES

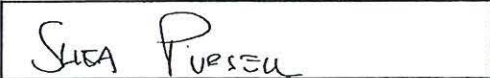

Sales tax calculated at: 7.75 %	\$11,984.21	\$71,905.26
Estimated DMV Fees	\$0.00	\$0.00
Tire Fees (\$1.75) per tire: 7	\$12.25	\$73.50
Delivery Fees	\$1,600.00	\$9,600.00
<b>FINAL TOTAL INCLUDING ALL FEES</b>	<b>\$168,231.46</b>	<b>\$1,009,388.76</b>

NOTED ITEMS ALREADY INCLUDED IN CONTRACT PRICE

This is a Intent to purchase based on the departments approval and Budget. Subject to cancel with no penalty.

Customer Representative      Date: 10-3-22      Payment: (Please check one)      Leasing

Company Check       Wire Transfer

		
Print Name	Signature	

Purchaser agrees to defend, indemnify and hold Halcore Group Inc., dba Leader Industries, harmless from any claims, costs (including actual attorney's fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to these purchased products.

**TERMS: All Vehicle Sales are C.O.D. unless approved in advance by Leader.  
 Titles to be processed Upon Receipt of Payment in Full.  
 Quotation is valid for 60 days**



# Sacramento Metropolitan Fire District

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

ADAM HOUSE  
Fire Chief

**DATE:** October 26, 2023  
**TO:** Board of Directors  
**SUBJECT:** Fiscal Year 2024/25 Pension Plan Actuarial Valuations by the California Public Employees' Retirement System

## TOPIC

The Sacramento Metropolitan Fire District (District) provides a critical benefit to current employees and retirees in the form of a public pension plan, administered by the California Public Employees' Retirement System. CalPERS closely tracks and reports the fiscal performance of that plan and provides annual actuarial valuations to member organizations detailing the condition of their pension plan.

## DISCUSSION

CalPERS provides an annual actuarial valuation to all member agencies that includes data on the number of current and anticipated retirees, amortization schedules, assets, liabilities, risks, and information on the effect of additional contributions beyond what is required. Data from the actuarial valuation informs the District on the condition and sufficiency of its investment and pension plan, and provides critical budget information for the upcoming fiscal year. In the most recent actuarial valuations for the District, an expected increase of \$6.8 million over the current year contribution amount was identified and will be incorporated into the FY 2024/25 budget. The presentation will explain these developments and provide background on the District's pension plan.


## FISCAL IMPACT

There is no fiscal impact associated with accepting the actuarial valuation report.

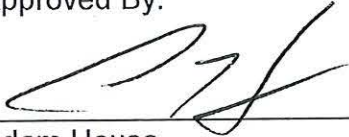
## RECOMMENDATION

Staff recommends that the Board accept the assessed actuarial report.

Submitted By:

  
\_\_\_\_\_  
Dave O'Toole  
Chief Financial Officer

Approved By:

  
\_\_\_\_\_  
Adam House  
Fire Chief



# CalPERS FY 2024/25 Annual Pension Valuation: Safety, PEPRA, & Classic Plans

October 26, 2023

**Presented by:**

**Dave O'Toole**

**Chief Financial Officer**



## District Employees & Retirees by Plan Type - June 30, 2023

	<b>Number of Actives 2023</b>	<i>Number of Actives 2022</i>	<b>Number of Retirees 2023</b>	<i>Number of Retirees 2022</i>	<b>Support Ratio 2023</b>	<i>Support Ratio 2022</i>
<b>Misc. PEPRA</b>	44	42	0	0	NA	NA
<b>Misc. Classic</b>	42	43	151	145	0.28	0.30
<b>Safety</b>	606	568	847	824	0.72	0.69



## Timing of CalPERS Market Performance

<i>Actuarial Valuation (AV) Report Compressed Title</i>	<i>Month AV Report Issued</i>	<i>AV Report: Market Performance Base Date</i>	<i>AV Report: Effective Year - LOCAL Agency</i>	<i>AV Report: Effective Year - STATE Agency</i>
<i>Actuarial Valuation as of June 30, 2020</i>	September 2021	June 30, 2021	July 1, 2023	July 1, 2022
<i>Actuarial Valuation as of June 30, 2021</i>	September 2023	June 30, 2022	July 1, 2024	July 1, 2023
<i>Actuarial Valuation as of June 30, 2022</i>	September 2024	June 30, 2023	July 1, 2025	July 1, 2024

- For local agency CalPERS members, there is a two-year lag between investment returns and rate changes. Market changes recorded at the end of FY 2021/22 (June 30, 2022) don't affect contributions until FY 2024/25 (July 1, 2024), and aren't shared by CalPERS until September 2023.



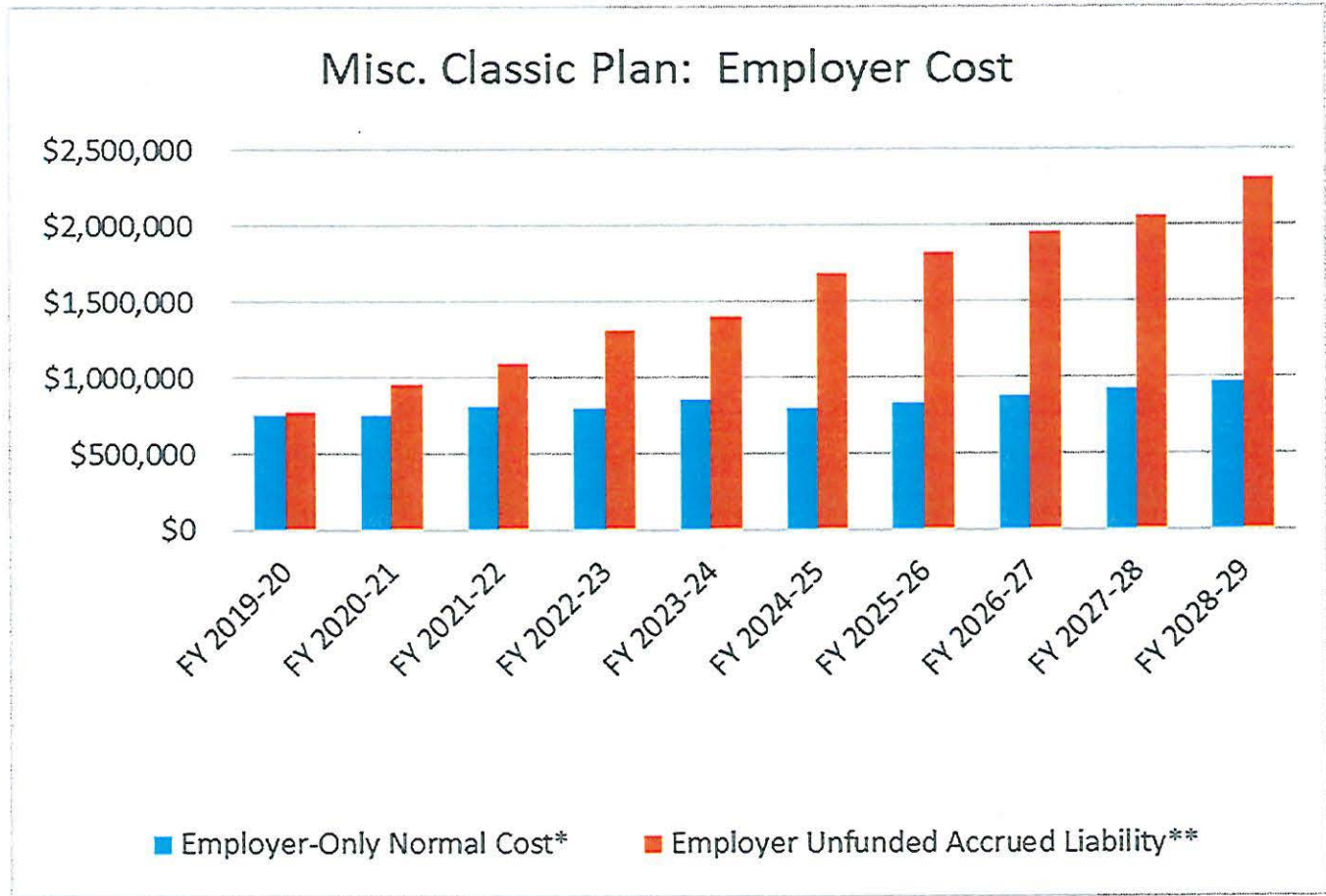
## Plan Costs: Miscellaneous PEPRA







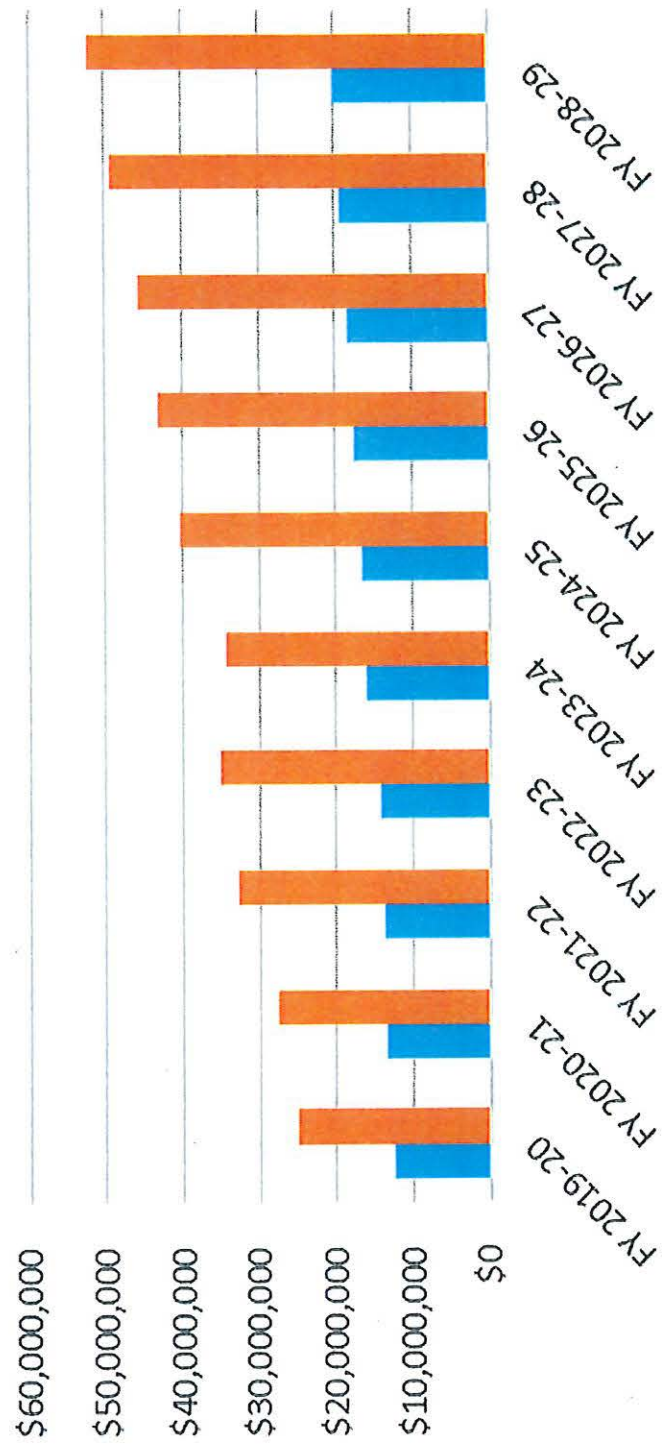
# Plan Costs: Miscellaneous Classic





# Plan Costs: Safety

## Safety Plan: Employer Cost



■ Employer-Only Normal Cost\*    ■ Employer Unfunded Accrued Liability\*\*



## Prior Years' Funded Ratios For District Retirement Plans

Plan	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022/23
Misc. PEPRA	89.7	95.4	92.8	92.1	90.9	105.1	<b>87.9</b>
Misc. Classic	75.2	76.4	74.6	74.2	73.0	83.1	<b>71.6</b>
Safety	64.7	67.3	65.3	64.5	63.4	72.2	<b>62.2</b>

Funded ratio for the entire CalPERS Fund for FY 2022/23: **72.0%**



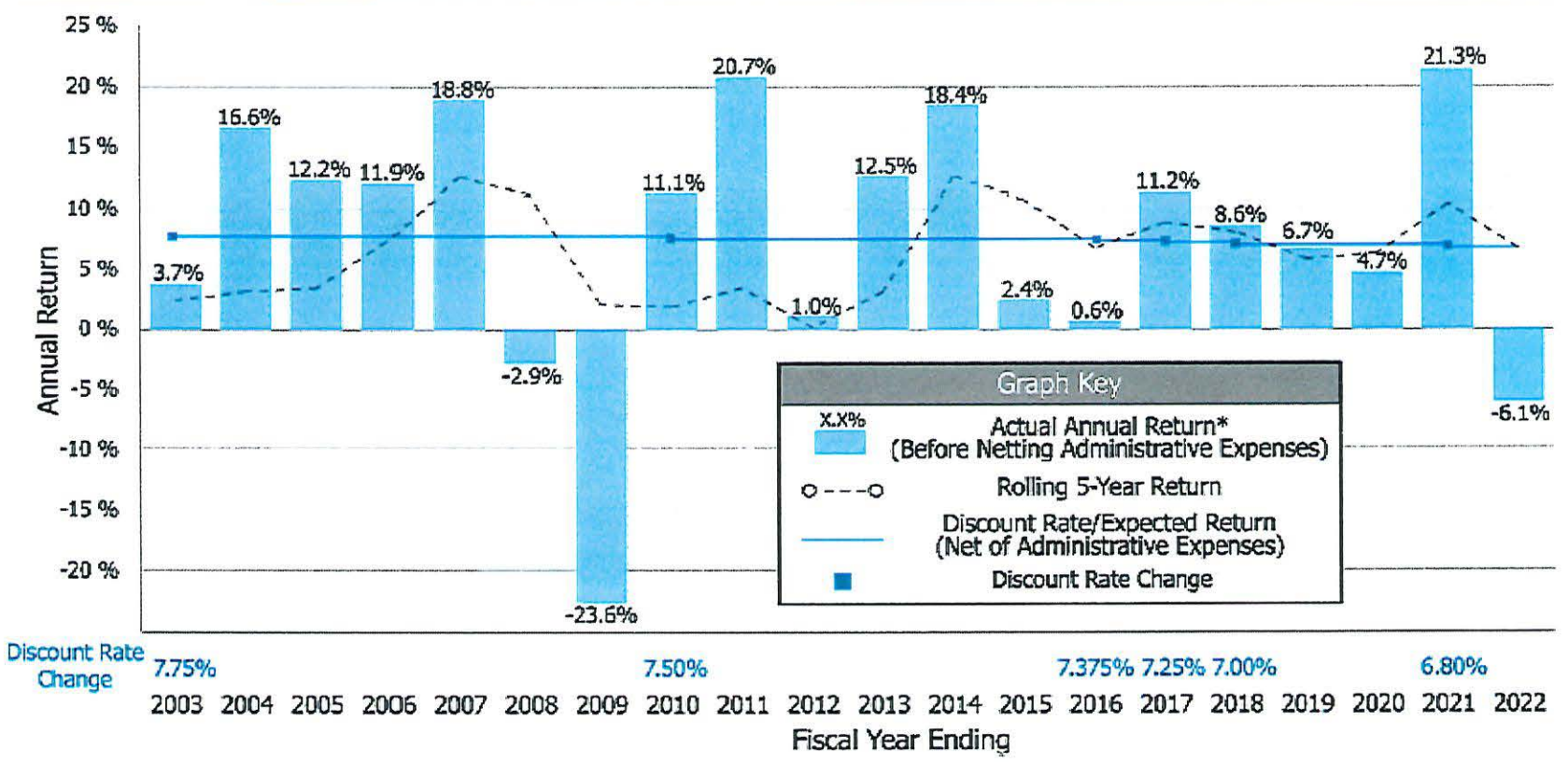
## Amortization Schedule and Alternatives

Plan	Amortization Schedule	Total Amount Paid	Interest Paid	Savings
<b>Misc. PEPRA</b>	Current (20-year)	\$949,787	\$455,085	0
	15-Year	778,441	283,739	171,346
	10-Year*			
<b>Misc. Classic</b>	Current (20-year)	\$ 37,679,770	\$ 15,465,741	0
	15-Year	34,955,000	12,740,971	2,724,770
	10-Year	30,322,021	8,107,992	7,357,749
<b>Safety</b>	Current (21-year)	960,817,495	418,901,449	0
	15-Year	852,734,712	310,818,666	108,082,783
	10-Year	\$739,712,263	\$197,796,217	\$221,105,232
*Not provided by CalPERS				



# CalPERS History of Investment Returns, 2002 - 2021

## History of Investment Returns (2003 - 2022)



Source: CalPERS Actuarial Valuation for SMFD, June 30, 2023



## Future Considerations: Risks

- Expected FY 2024/25 increase in CalPERS costs: **\$6.8 million.**
- June 30, 2023. The reported rate of investment return was 5.8%, again below the 6.8% target.
- Funded ratios for Safety and Miscellaneous are below the 2022/23 CalPERS average of 72.0%.
- CalPERS projections incorporate wage growth of 2.8%. To the extent salary growth is higher, the government entity must contribute more.



## Future Considerations: Solutions

*CalPERS member agencies are encouraged to consider extra payments to lower the UAL through an additional discretionary payment or adopting a more aggressive amortization schedule.*

-CalPERS Actuarial Valuations (September 2023)

Other Solutions:

- California Employers' Pension Prefunding Trust (a CERBT for pension debt)
- Independent pension liability review



## FY 2024/25 CalPERS Pension Valuation

**QUESTIONS?**

**O'Toole.Dave@metrofire.ca.gov**

**916-926-9799**





# Standards of Cover

Presented by:

Jeff Frye, Chief Development Officer

Jake Whealen, GIS Data Analyst

October 26, 2023



## Background

- **Board Strategic Plan (2020) identified Service Delivery as a major area of focus, with initiatives focusing on:**
  - Best Practices
  - Administrative Coordination
  - Sustainability
  - Accreditation
- **The Standards of Cover (SOC) helps to address all of these initiatives and is a fundamental first step in the continuous improvement of Metro Fire.**



# Service Delivery Checklist

## Service Delivery Planning Process

### *Process Checklist*

#### Objectives

- ✓ 1. Complete Community Risk Assessment (CRA)
  - ✓ a. Create Documentation
  - b. Establish Process Timeline
  - ✓ c. Create Transparency
- ✓ 2. Perform Dispatch Operational Analysis
  - ✓ a. Better Coordination
  - ✓ b. Data Integration
- ✓ 3. Build Data Infrastructure
- ✓ 4. Standards of Response Coverage
  - ✓ a. Create Documentation
  - ✓ b. Incorporate Best Practices
  - ✓ c. Establish Process Timeline
  - ✓ d. Create Transparency

#### Strategic Documents

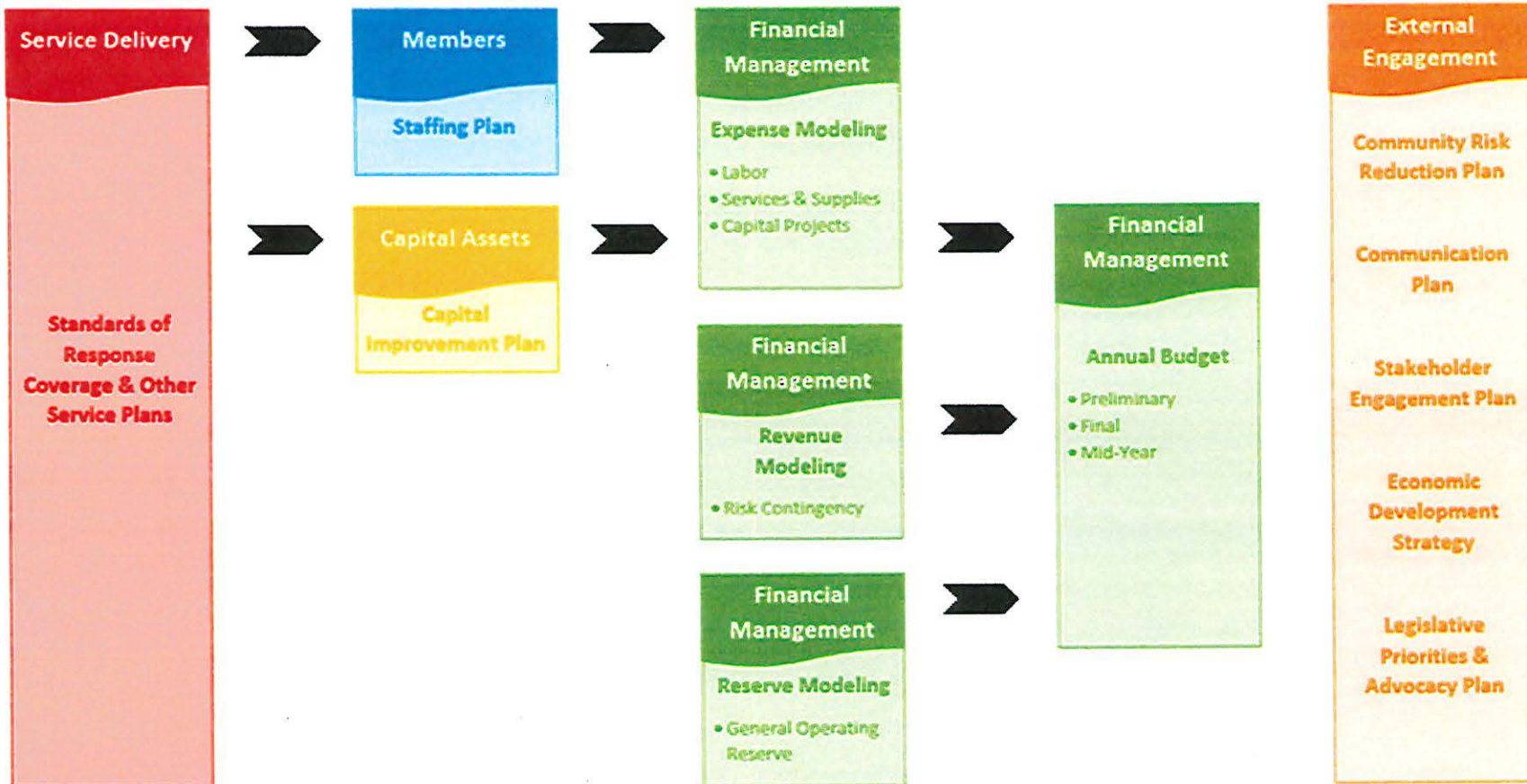
- ✓ 1. Community Risk Assessment
- ✓ 2. Community Risk Reduction Plan
- 3. Updated Standards of Response Coverage Policies, Goals and Objectives
- ✓ 4. Standards of Response Coverage

#### Output

- 1. Service Delivery Plan to Members and Capital Asset Processes
- 2. Station Master Plan to Capital Asset Process
- 3. New Service (Standard Change) to Members and Capital Asset Processes



# The SOC and the Strategic Planning Process





## Sections 1-4

### ➤ **Section 1: Community Baseline**

- Organizational Overview, Community Overview, Service Overview

### ➤ **Section 2: Risk Assessment**

- General Risk Assessment, Risk Assessment by Battalion & Station

### ➤ **Section 3: Risk Categories & Critical Task Capabilities**

- Application discussion: Using alternative deployment methods to reduce call volume and TOT in dense urban areas

### ➤ **Section 4: Standards, Goals & Objectives**

- Response Standards, Response Goals, Service Level Objectives, Findings



## Sections 5-7

### ➤ **Section 5: Service Delivery Analysis**

- Deployment Study & Gap Analysis, Service Planning, Growth Analysis, Findings

### ➤ **Section 6: Performance Evaluation**

- Key Performance Measures, Performance Evaluation, Drawdown & Resource Exhaustion, Findings

### ➤ **Section 7: Overall Evaluation & Recommendations**

- Summary of Findings, General Recommendations, Maintenance of Effort, Policy Recommendations



## Capabilities & Future Studies

- **SOC gives us the data and framework we need to make informed decisions which improve service delivery**
- **Numerous capabilities to apply SOC findings**
  - Service planning framework can tell us what to do and when to do it (see SOC pg. 262)
  - SOC data has already been used to conduct service delivery studies (BLS Medic 724 pilot study)



## Continuing Onward

### ➤ **Standards of Cover Policy**

- Will return next month with a Standards of Cover Policy action item

### ➤ **Maintenance of Effort**

- SOC will be updated annually to update performance data, track growth trends, and evaluate progress
- Will use working groups to collaborate on service delivery studies, define key performance metrics, and better integrate data (Ops Data Analyst)

### ➤ **Next up: Service Delivery Plan**

- Key projects from the SOC will help develop a prioritized service delivery plan (SDP)





## The Bigger Picture

- **The SOC was a vital step toward optimizing service delivery and strategic planning**
- **SOC will help us to:**
  - Identify gaps and fill them with the right resources
  - Communicate important information effectively
- **Now that we have an inventory of our own performance and needs, we can identify “what better looks like”**



Thank you.

Questions?



# Sacramento Metropolitan Fire District

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

ADAM A. HOUSE  
Fire Chief

**DATE:** October 26, 2023  
**TO:** Board of Directors  
**SUBJECT:** Acquisition of Real Property – Grantline 220 Future Fire Station Site

## TOPIC

Approval requested for acquisition of real property located in the Grantline 220 project area on Grey Owl Way in Rancho Cordova, California.

## BACKGROUND

On June 9, 2022, the Sacramento Metropolitan Fire District's (District) Board of Directors adopted Resolution 2022-050 which approved the District's first Capital Improvement Plan, including the authorization of the Grantline 220 Land Acquisition (Project 23-01) for a future fire station site. Staff began working with the landowner to secure a site, but the acquisition was not completed in FY2022/23. Project 23-01 was re-authorized by the Board in the FY2023/24 Capital Improvement Plan, which was adopted on June 8, 2023 by Resolution 2023-033.

## DISCUSSION

Over the past two years, staff has been working with the landowner, AKT Investments, Inc., to identify an appropriate site that meets District requirements. Based on new service projections identified in the Standards of Cover, the planned station will serve a first-due area of approximately three (3) square miles, with an estimated population of 25,000 and a call volume of 3,300 at full buildout. The future station is also anticipated to serve as home of a new battalion, with a planned 5:13 bay/bed configuration.

Staff has negotiated an agreement with the landowner for the purchase of the approximately 3-acre site. The agreement includes a 60-day Purchase Price Determination Period during which the District will obtain an appraisal of fair market value. The agreement also includes a concurrent 60-day Feasibility Period, during which the District will complete its feasibility studies to determine if the site is suitable for future construction.

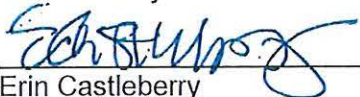
## FISCAL IMPACT

The District has budgeted \$2.4 million for the purchase of the site. Final purchase price will be based on fair market value as determined by an appraisal. If the fair market value exceeds the budget, staff will bring a request for additional funding to the Board for consideration.

## RECOMMENDATION

Staff recommends that the Board authorize the Fire Chief or his designee to affect the acquisition of real property for a future fire station site in the Grantline 220 project area.

Submitted by:

  
Erin Castleberry  
Administrative Analyst

Approved by:

  
Jeff Frye  
Chief Development Officer

Attachment 1: Resolution – Acquisition of Real Property



# Sacramento Metropolitan Fire District

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ADAM A. HOUSE  
Fire Chief

## RESOLUTION NO. 2023-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT AUTHORIZING THE ACQUISITION OF REAL PROPERTY

**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**, AKT Investments, Inc. is the owner ("Owner") of certain real property totaling approximately three (3) acres located in the Grantline 220 project area on Grey Owl Way in Rancho Cordova, California ("Property"); and

**WHEREAS**, the District desires to acquire the Property for its future use as a fire station location; and

**WHEREAS**, the District has negotiated a purchase and sale agreement with the Owner for the Property.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby authorize the Fire Chief or his designee as its Authorized Agent(s) to affect the acquisition of the Property.

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of OCTOBER, 2023. 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