



ADAM A. HOUSE  
Fire Chief

Ted Wood  
Board President  
Division 4

John Costa  
Board Vice President  
Division 9

Robert Webber  
Board Secretary  
Division 3

Cynthia Saylor  
Board Member  
Division 1

Grant Goold  
Board Member  
Division 2

Shawn Stark  
Board Member  
Division 5

D'Elman Clark  
Board Member  
Division 6

Brian Rice  
Board Member  
Division 7

Gay Jones  
Board Member  
Division 8

# Sacramento Metropolitan Fire District

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

## BOARD OF DIRECTORS - REGULAR MEETING AGENDA

Thursday, February 13, 2025, – 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

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REGULAR BOARD MEETING

THURSDAY, FEBRUARY 13, 2025

- CALL TO ORDER
- ROLL CALL
- PLEDGE TO FLAG

## METRO CABLE ANNOUNCEMENT:

This meeting of the Sacramento Metropolitan Fire District is recorded. The recording will be cablecast on Metro Cable Channel 14, the local government affairs channel on the Comcast and DirecTV U-Verse cable systems. The recording will also be closed captioned and video streamed at [metro14live.saccounty.gov](http://metro14live.saccounty.gov). Today's meeting replays at **6:00 p.m. on Monday, February 17, 2025** and again at **2:00 p.m. on Wednesday, February 19, 2025**, on Metro Cable Channel 14. Once posted, the recording of this meeting can be viewed on-demand at [youtube.com/metrocable14](http://youtube.com/metrocable14).

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

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

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

## CONSENT ITEMS:

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

## CONSENT ITEMS

Page No.

1. **Action Summary Minutes** 7  
**Recommendation:** Approve the Action Summary Minutes for the Regular Board Meeting of January 23, 2025.
2. **Parking Lot Lease – 7629 Greenback Lane** 12  
**Recommendation:** Authorize the Fire Chief or his designee to negotiate and execute a lease agreement materially similar to the attached.



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, FEBRUARY 13, 2025

## PRESENTATION ITEMS:

- 1. District Policies 2024 Year End Review** **17**  
(Chief Human Resources Officer Melisa Maddux)  
**Recommendation:** Receive presentation.
- 2. Measure O General Obligation Bond Management Plan** **26**  
(Administrative Analyst Erin Castleberry)  
**Recommendation:** Receive presentation.

## ACTION ITEMS:

- 1. Formation of an Ad Hoc Committee to consider the qualifications and selection \*\* criteria for members of the Measure O Citizens' Oversight Committee.**  
(President Wood)  
**Recommendation:** Renominate three Board Members to an Ad Hoc Committee to consider the qualification and selection criteria for members of the Measure O Citizens' Oversight Committee and report back recommendations to the Board at the April 10, 2025 Board meeting or soon thereafter.
- 2. Adopt Resolution – Contract Award – Municipal Advisory Services** **41**  
(CFO Dave O'Toole)  
**Recommendation:** Adopt Resolution approving the award of RFP 24-04 Municipal Advisory Services to KNN Public Finance, LLC and authorize the Fire Chief or his designee to execute and administer a professional service agreement to provide municipal advisory services for a five-year period, with an option to renew for five additional one-year periods.
- 3. Memorandum of Understanding with County of Sacramento for Investment of Surplus Funds** **61**  
(CFO Dave O'Toole)  
**Recommendation:** Adopt the Memorandum of Understanding (MOU) authorizing the Chief Financial Officer to invest funds in the Special Project Fund outside of the County Treasury.
- 4. Adopt Resolution – Industrial Disability Retirement – Fire Investigator II Steven Johnson** **\*\***  
**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Fire Investigator Johnson has suffered job related injuries incapacitating him for the performance of duties as a Fire Investigator II and direct staff to continue working with Fire Investigator Johnson through his Industrial Disability Retirement process with CalPERS.



# Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, FEBRUARY 13, 2025

4. **Adopt Resolution – Industrial Disability Retirement – Captain Andrew Whaley \*\***  
**Recommendation:** After discussion in Closed Session, consider adopting a Resolution finding Captain Whaley has suffered job related injuries incapacitating him for the performance of duties as Captain, and direct staff to continue working with Captain Whaley through his Industrial Disability Retirement process with CalPERS.

## REPORTS:

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

**OPERATIONS REPORT** – *(Deputy Chief Mitchell)*  
**ADMINISTRATIVE REPORT** – No Report  
**SUPPORT SERVICES REPORT** – No Report

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

## 4. COMMITTEE AND DELEGATE REPORTS

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

- A. **Executive Committee** – *(President Wood)*  
Next Meeting: TBD
- B. **Communications Center JPA** – *(Deputy Chief Mitchell)*  
Next Meeting: March 11, 2025 at 9:00 AM
- C. **Finance and Audit Committee** – *(Director Jones)*  
Next Meeting: February 27, 2025 at 5:30 PM
- D. **Policy Committee** – *(Director Costa)*  
Next Meeting: March 13, 2025 at 5:30 PM

## BOARD MEMBER QUESTIONS AND COMMENTS



# Sacramento Metropolitan Fire District

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

REGULAR BOARD MEETING

THURSDAY, FEBRUARY 13, 2025

## 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) –TWO (2) MATTERS OF WORKERS COMPENSATION SETTLEMENT AUTHORITY.

1. Jason Cahill and the Sacramento Metropolitan Fire District  
Claim # 4A2305MHPDS0001 – Workers Compensation Settlement Authority  
Melisa Maddux, Chief Human Resources Officer
2. Eric Haus and the Sacramento Metropolitan Fire District  
Claim # 4A2306VDWW0-0001, – Workers Compensation Settlement Authority  
Melisa Maddux, Chief Human Resources Officer

### 2. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9 (A) – TWO (2) MATTERS OF INDUSTRIAL DISABILITY RETIREMENT.

1. Steven Johnson and the Sacramento Metropolitan Fire District  
Claim #SMDP - 549755 – Industrial Disability Retirement  
Melisa Maddux, Chief Human Resources Officer
2. Andrew Whaley and the Sacramento Metropolitan Fire District  
Claim # 4A2301JCRWJ0001 – Industrial Disability Retirement  
Melisa Maddux, Chief Human Resources Officer

## CLOSED SESSION REPORT OUT

## ADJOURNMENT

### NEXT BOARD MEETING(S):


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

- Regular Board Meeting – February 27, 2025 at 6:00 PM

Posted on February 6, 2025, by 4:30 p.m.

Marni Rittburg, CMC, CPMC  
Clerk of the Board

\*\* No written report

\*  Separate Attachment



## Sacramento Metropolitan Fire District

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REGULAR BOARD MEETING

THURSDAY, FEBRUARY 13, 2025

### 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, January 23, 2025

Held at the following locations:

10545 Armstrong Avenue – Board Room

Mather, California

&

Remotely Via Zoom

### CALL TO ORDER

The meeting was called to order at 6:01 pm by President Wood. Board members present: Clark, Costa, Goold, Saylor, Stark, Webber, and Wood. Board members absent: Jones and Rice. Staff present: Chief House and Board Clerk Rittburg.

### PUBLIC COMMENTS

One (1) public comment was received.

### CONSENT ITEMS

Moved by Director Goold seconded by Webber 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 January 9, 2025.  
**Action:** Adopted the Action Summary Minutes.
- 2. 2025 Annual Investment Policy for Pooled Funds**  
**Recommendation:** Receive and ratify the 2025 Annual Investment Policy for Sacramento County Pooled Investment Fund.  
**Action:** Approved the annual investment policy.
- 3. Adopt Resolution – Surplus Vehicle Designation**  
**Recommendation:** Adopt Resolution designating the vehicles listed as surplus.  
**Action:** Adopted **Resolution 2025-001**.
- 4. Purchase Approval – Four (4) BME Type III Engines**  
**Recommendation:** Approve the purchase of four (4) BME Type III Engines from Golden State Fire Apparatus, Inc. utilizing HGACBuy contract number FS12-23.  
**Action:** Approved the purchase.

5. **Adopt Resolution – Designation of Authorized Agents for Disaster Assistance Funding**  
**Recommendation:** Adopt Resolution designating Authorized Agents for seeking and or managing disaster assistance funding.  
**Action:** Adopted **Resolution 2025-002**.
  
6. **Nomination of Captain Steve Mayer for Honorary Metro Fire Member**  
**Recommendation:** Approve the nomination of Captain Mayer.  
**Action:** Approved the nomination.

**PRESENTATION ITEMS**

1. **FY 2023/24 Annual Comprehensive Financial Report (ACFR), Accompanying Audit Reports, and GFOA Certificate of Achievement**  
*(CFO Dave O' Toole, and Ahmed Badawi, CPA)*  
**Recommendation:** Receive presentation and accept the reports.  
**Action:** Presentation received and reports accepted.
  
2. **FY 2023/24 Community Annual Report (CAR) and FY 2022/23 GFOA Popular Annual Financial Reporting Award**  
*(CFO Dave O' Toole)*  
**Recommendation:** Accept the Community Annual Report.  
**Action:** Presentation received and report accepted.

**ACTION ITEMS**

1. **Adopt Resolution – California Senate Bill 1205 Mandatory Inspections & Compliance Reporting**  
*(Deputy Fire Marshal Amy Nygren)*  
**Recommendation:** Receive presentation and adopt the Resolution acknowledging receipt of the annual report regarding the inspection of public and private schools and certain residential occupancies for the calendar year 2024.  
**Action:** Moved by Director Clark, seconded by Webber, and carried unanimously by members present to adopt **Resolution 2025-003** acknowledging receipt of a report made by the Fire Marshal of the Sacramento Metropolitan Fire District regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to section 13146.2 and 13146.3 of the California Health And Safety Code.
  
2. **Formation of an Ad Hoc Committee to consider the qualifications and selection criteria for members of the Measure O Citizens' Oversight Committee.**  
*(President Wood)*  
**Recommendation:** Appoint three Board Members to an Ad Hoc Committee to consider the qualification and selection criteria for members of the Measure O Citizens' Oversight Committee and report back recommendations to the Board at the April 10, 2025 Board meeting.  
**Action:** Moved by Director Costa, seconded by Clark, and carried unanimously by members present to appoint Directors Jones, Saylor and Webber to an Ad Hoc Committee to consider the qualification and selection criteria for members of the Measure O Citizens' Oversight Committee and report back recommendations to the Board at the April 10, 2025 Board meeting.



## REPORTS

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

None

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

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

I want to recognize Chief Law again, her last day is tomorrow and she will be missed. Chief House thanked Chief Law for everything she has done for the District and the community.

I want to welcome home our crews who were down assisting with the fires in Los Angeles, great job and you are true professionals.

I also want to share that today we have Truck 23 and Engine 29 covering Stockton Fire Station 7 to assist their members on the loss of Firefighter Robert "Bobby" Van Ruiten who passed away off duty on January 3, 2025. I would like to request that we take a moment of silence at the end of the meeting.

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

#### Shift Commander Spotlight

Deputy Chief Mitchell brought up AC Greene to the podium who introduced Captain Covington from E105 A-Shift. Captain Covington discussed a large grass fire incident in summer 2024, highlighting the actions of Air Operations and coordination for a sustained fire attack procedure. He also discussed the role of the Engineer and Firefighter at Station 105 taking leadership roles while he was assigned to Air Operations for 6-7 months annually.

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

No Report

### **SUPPORT SERVICES** – (*Deputy Chief Bailey*)

No Report

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

Captain Scollard thanked Chief House for the Nomination of Captain Steve Mayer for Honorary Metro Fire Member and thanked the Board for approving the nomination. We have 19 MMP's and 6 Firefighters that will be attending the CAL-JAC Paramedic Academy program which will give us 25 additional Paramedics in the District. We had a productive Workers Comp Ad Hoc meeting this afternoon and we are moving in the right direction.

#### 4. COMMITTEE AND DELEGATE REPORTS

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

##### A. Executive Committee – (President Goold)

No Report

##### B. Communications Center JPA – (Deputy Chief Mitchell)

SRFECC convened on January 14, 2025. There is nothing to report. The next board meeting will take place at Metro Fire Headquarters on January 28, 2025, at 9:00 AM.

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

Met tonight and received a presentation of the Bimonthly Fiscal Report through October 31, 2024 from CFO Dave O’Toole.

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

No Report

#### BOARD MEMBER QUESTIONS AND COMMENTS

Director Clark thanked the men and women of Metro Fire for their professionalism and the crews that went to Southern California to help people in need. Also, Godspeed to Chief Law on her new assignment.

Director Stark echoed the sentiments of Director Clark.

Director Goold said Chief Law leaving is a major loss for this organization. You’ve done so much good for this organization from patient care to leadership. I want to thank any individual within our organization who interacts with the public on a daily basis. Also, I want to thank our Finance department, you make us proud how you monitor and control the finances of the District.

Director Webber stated that Chief Law has been very impactful for this organization and thank you for everything that you have done and best wishes to you.

Director Wood echoed the sentiments of his fellow Directors. The Firefighters Burn Institute “Fill the Boot for Burns” drive will take place from February 5 – 8<sup>th</sup> in Citrus Heights, Sunrise Mall area. All of our men and women including Firefighters and other personnel that can get out there and help, please sign up with the Burn Institute. Thank you to PIO Parker Wilbourn, you and your team continue to do great work getting the word out on social media with what our crews are doing in Los Angeles.

Observed a moment of silence for Stockton Firefighter Robert “Bobby” Van Ruiten.

#### **CLOSED SESSION:**

The Board recessed to closed session at 7:07 p.m. on the following matter:

1. **Public Employee Performance Evaluation: Fire Chief Pursuant to Government Code Sections 54957(b)(1) and 54954.5(e)**

## CLOSED SESSION REPORT OUT:

The Board reconvened to open session at 8:58 p.m. President Wood reported the Board met in closed session on public employee performance evaluation of the Fire Chief, there was no reportable action taken.

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

<https://metrofire.ca.gov/2025-01-23-board-meeting>

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

## ADJOURNMENT

The meeting was adjourned at 8:59 p.m.

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Ted Wood, President

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Robert Webber, Secretary

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Marni Rittburg, CMC  
Board Clerk



# Sacramento Metropolitan Fire District

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

ADAM A. HOUSE  
Fire Chief

**DATE:** February 13, 2025  
**TO:** Board of Directors  
**SUBJECT:** Parking Lot Lease – 7629 Greenback Lane

### TOPIC

Request to approve the execution of a lease agreement to utilize a parking area on a property adjacent to Station 21 to support Academy 24-2.

### BACKGROUND

The Sacramento Metropolitan Fire District's (District) Board of Directors has previously approved the execution of short-term leases of real property adjacent to Fire Station 21 to accommodate the additional parking needs for academies on an as-needed basis. There are currently no leases in effect.

### DISCUSSION

Academies (MMP and firefighter) are scheduled from February – August of 2025. In order to meet the parking needs of these academies, staff reached out to the owner of the adjacent property and negotiated a new lease agreement under the same terms as the previous leases.

#### Lease Details:

Term:	Seven (7) Months (February – August, 2025)
Monthly Rent:	\$1,500.00
Security Deposit:	\$1,500.00 (refundable)

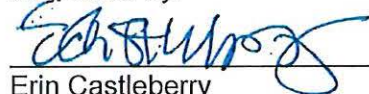
### FISCAL IMPACT

The cost of the lease will be \$10,500 with an initial security deposit of \$1,500 to be refunded at term expiration. These costs will be paid out of the Training Division budget.


### RECOMMENDATION

Staff recommends the Board of Directors authorize the Fire Chief or his designee to negotiate and execute a lease agreement materially similar to the attached.

Submitted by:

  
Erin Castleberry  
Administrative Analyst

Approved by:

  
Jeff Frye  
Chief Development Officer

#### ATTACHMENT:

Attachment 1: Parking Lot Lease

## Parking Lot Lease

**THIS LEASE AGREEMENT** (“Lease”) is dated this 1<sup>st</sup> day of February, 2025, by and between Gabor and Octavia Kovac (“Lessor”), and Sacramento Metropolitan Fire District, an autonomous Special District established under California Health and Safety Code Section 13800 (“Lessee”).

In consideration of the mutual covenants in this Lease, Lessor and Lessee agree as follows.

**1. The Premises.** Lessor leases to Lessee, and Lessee takes from Lessor, the following property located in Citrus Heights, California:

A 17,651 square foot vacant lot located at 7629 Greenback Lane (APN# 243-0150-012- 0000) as shown on the attached Exhibit A (“Premises”).

**2. Term.** The term of this Lease (“Term”) shall commence upon February 1, 2025 and run for an initial term through August 31, 2025, unless terminated earlier in accordance with this Lease.

**3. Use.** Lessee shall use the Premises as a parking lot. Lessee shall not use or allow others to use the Premises for any other purpose without the prior written consent of Lessor, which consent will not be unreasonably withheld.

**4. Rent.** Effective upon the commencement of the Lease, Lessee shall pay Lessor rent in the amount of fifteen hundred dollars per month (\$1,500/month), payable on the fifteenth (15<sup>th</sup>) day of the following month in which the parking spaces were used.

**5. Security Deposit.** Lessee shall pay Lessor a refundable deposit of \$1,500.00 for use of the Premises. The deposit shall be returned to Lessee upon the termination of the Lease.

**6. Maintenance and Repair.** Lessor is solely responsible for all maintenance and repair of the Premises and shall keep the Premises in a neat and safe condition. Lessor and Lessee shall not store or release any hazardous or toxic substances of any kind at the Premises. Lessor shall maintain the Premises in compliance with all laws, ordinances, or regulations governing the Premises.

**7. Assumption of Risk.** Parking is solely at the risk of the vehicle owner. Lessor is not assuming any risk. Any security, if necessary, is to be provided by Lessee.

**8. Condition.** Lessee has had the opportunity to inspect the Premises prior to signing this Lease and accepts the Premises in AS IS condition without any representation from Lessor as to its condition or suitability for Lessee’s intended use. If a condition subsequently arises, including a hidden defect, which substantially interferes with Lessee’s use of the Premises, Lessee may terminate the Lease by providing 30-days written notice to Lessor.

**9. Alterations.** Lessee shall not make any alterations, additions, or improvements to the Premises without first obtaining the written consent of Lessor, which consent will not be unreasonably withheld.

**10. Liability; Indemnification.** Each party agrees that they shall indemnify, defend and hold the other party and its governing body, officers, agents and employees, harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorneys' fees and costs, incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party, at the indemnifying party's own expense and risk shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the other party, the members of its governing body, officers, agents, and employees for any such claims, damages, losses, demands, liabilities, costs or expenses incurred in connection with or in any manner arising out of the indemnifying party's performance of this Agreement. The indemnifying party shall not be liable for damage or injury occasioned by the sole negligence or willful misconduct of the non-indemnifying party and its officers, agents, or employees. It is the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its elected and appointed officials, officers, directors, employees, representatives, agents, subcontractors, and volunteers. These indemnification provisions shall survive the termination of the Lease.

**11. Insurance.** Lessee shall maintain at all times commercial general liability insurance insuring Lessor and Lessee against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, that may be claimed to have occurred on the Premises as a result of Lessee's use thereof. The policies shall cover such risks and be in such amounts as Lessor from time to time may reasonably request, but in any event with a combined single limit for bodily injury and property damage per occurrence of not less than Two Million Dollars (\$2,000,000.00).

Lessee's insurance shall be issued by an insurer licensed to do business in the State of California and shall contain a waiver of subrogation endorsement. Lessee shall deliver to Lessor certificates of such insurance coverage and evidence of payment of all premiums promptly upon demand by Lessor, which certificates shall show Lessor as an additional insured and shall provide that no cancellation, reduction in amount, or material change in coverage shall be effective until at least thirty (30) days after receipt of written notice to Lessor.

**12. Assignment; Sublease.** Lessee may assign this Lease and Lessee may sublease the Premises in whole or in part with Lessor's written approval which shall not be unreasonably withheld.

**13. Lessor's Right of Access.** Lessor and Lessor's employees or agents, shall have the right to enter the Premises in a reasonable manner upon reasonable advance notice to Lessee to inspect the Premises or to conduct surveys, testing, or studies in connection with any engineering, design, financing, or permitting activities related to potential development of the Premises; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide Lessee with advance notice. Lessor shall use reasonable efforts to minimize any disruption of Lessee's activities.

**14. Default.** Each of the following shall constitute an Event of Default:

- a. Lessee fails to maintain at all times the insurance required by this Lease.
- b. Lessee fails to comply with any agreement or requirement in this Lease for a period of thirty (30) days after notice from Lessor.

If an Event of Default has occurred and continues, Lessor may terminate Lessee's rights to the use the Premises and pursue any other remedies available under California law.

**15. Termination.** Either party may terminate the Lease for cause by providing the other party not less than ninety (90) days' notice. On the expiration of the Term, or any earlier termination of this Lease, Lessee shall: (a) immediately vacate the Premises; (b) repair all damage to the Premises caused by Lessee's removal of its equipment and property from the Premises; and (c) restore the Premises to the same condition that existed at the commencement of the Term, reasonable wear and tear excepted.

**16. Entire Agreement, Applicable Law.** This Lease contains the entire agreement of the parties with respect to the leasing of the Premises and any supplements or amendments to the agreement must be in writing and signed by both parties to be enforceable. This Lease shall be governed by and interpreted in accordance with the laws of the State of California.

**17.** Notwithstanding anything to the contrary, Lessor shall have the right to terminate this agreement, for no cause whatsoever, by giving 30 days' notice in writing.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed by their duly authorized agents on the dates set forth below.

Lessee:  
Sacramento Metropolitan Fire District

Lessor:  
Gabor and Octavia Kovac

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

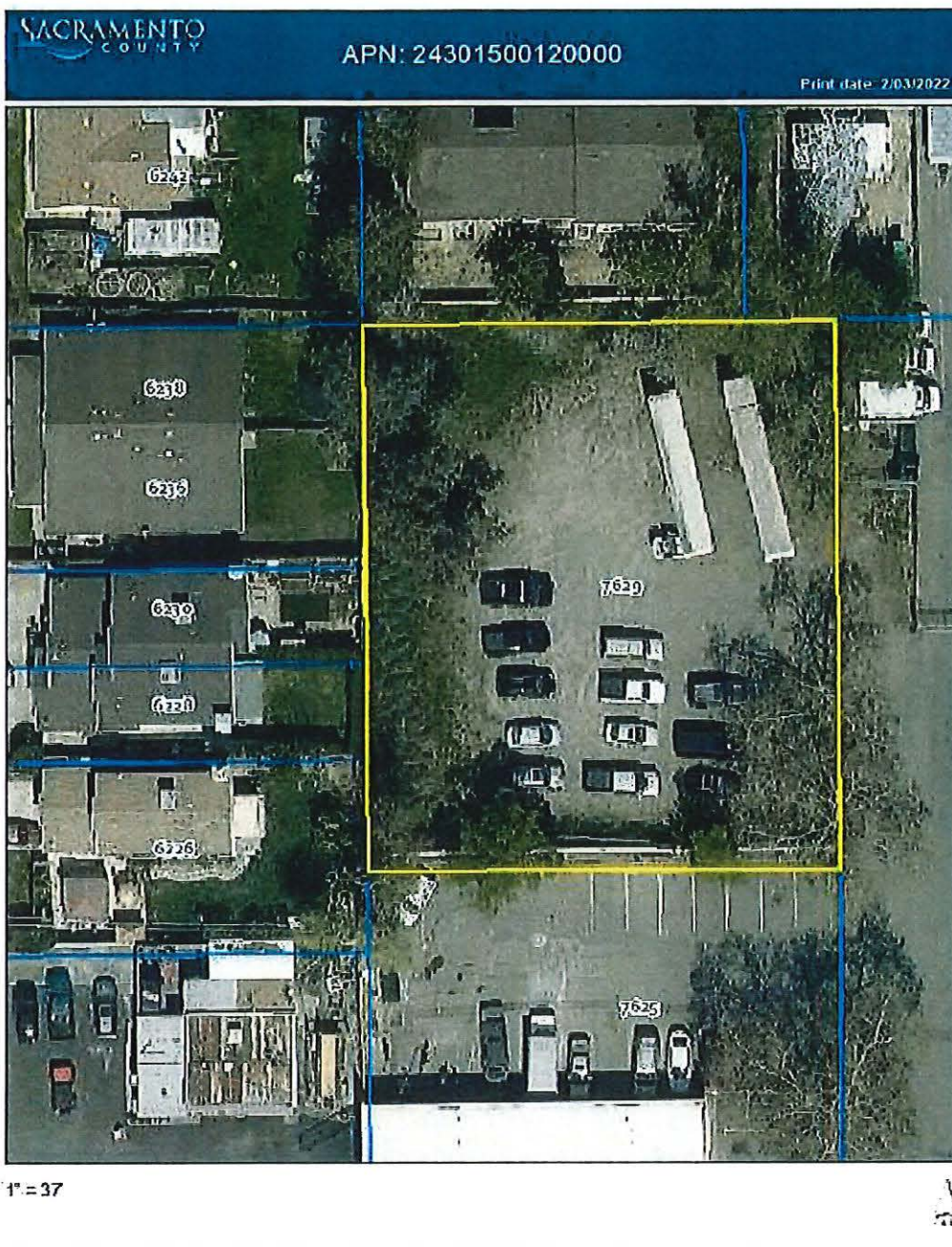
By: \_\_\_\_\_

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

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

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

EXHIBIT A







Sacramento Metropolitan Fire District  
Human Resources  
10545 Armstrong Ave., Ste. 200  
Mather, CA 95655

# District Policies 2024 Year End Review



# Completed Policies

- Completed 53 Policies:
  - 7 Administrative
  - 3 Board
  - 3 General
  - 4 Operations
  - 10 Peace Officer
  - 6 Support Services
  - 20 Job Descriptions



# Completed Administrative Policies

- District Vehicle Use Policy
- Donated Leave Policy - Represented
- Donated Leave Policy - Unrepresented
- Reinstatement Rehire Policy
- Sick Leave Policy
- Timekeeping & Attendance Policy
- 56 Hour Alternate Assignment Policy
- 20 Job Descriptions



# Completed Board Policies

- FMLA Policy
- Non Discrimination Policy
- Travel and Conference Policy



# Policies in Process 2025

- 37 Policies Currently in Process
  - 12 Administrative
  - 6 Board
  - 4 Operations
  - 5 Support Services
  - 10 Job Descriptions



# Administrative Policies In Process

- Day Staff – Business Dress and Uniform Policy
- Discipline Policy
- Donated Leave Policy – Represented
- Donated Leave Policy – Unrepresented
- Driver's License Policy
- Leave of Absence Policy
- Public Records Request Policy



# Administrative Policies In Process Continued

- Records Retention Policy
- Reinstatement Rehire Policy
- Return to Work After an Extended Absence Policy
- Rules and Regulations Policy
- Social Media Policy
- Job Descriptions





# Board Policies In Process

- Drug and Alcohol Free Workplace Policy
- EEO Policy
- Purchasing and Contracting Policy
- Non Retaliation Policy
- Workplace Harassment Policy
- Workplace Violence Policy





# **Measure O**

## **General Obligation Bond**

### **Management Plan**

**February 13, 2025**



# AGENDA

1

**Purpose of Bond Program  
Management Plan**

2

**Program Management Team**

3

**Key Components**

4

**Implementation**



## MEASURE O

### Community Investment

**\$415 Million**



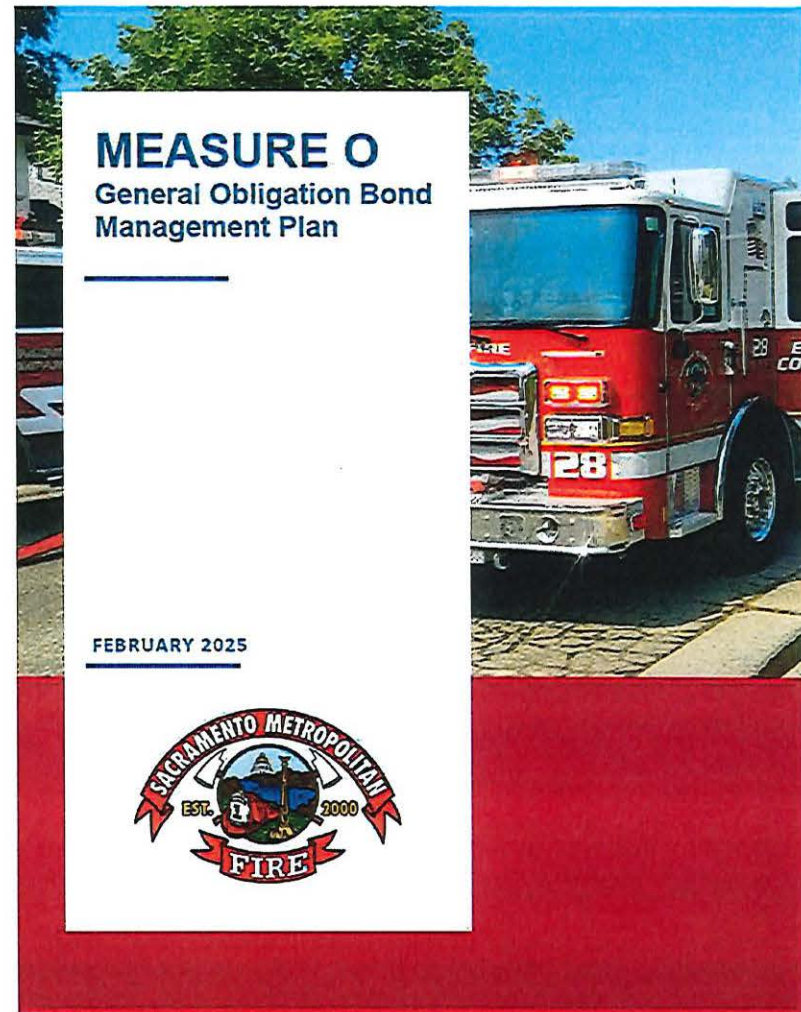
- Fire station construction, expansion & improvements
- Vehicle & equipment acquisition & replacement
- Training facility construction & expansion



# MANAGEMENT PLAN

## Purpose of the Management Plan

*How we intend to deliver on our promises to the community.*





# MANAGEMENT PLAN

## PLAN IS

### **Communication tool**

Sets expectations for program administration

### **Framework**

Shows coordination across key components

## PLAN IS NOT

### **Static document**

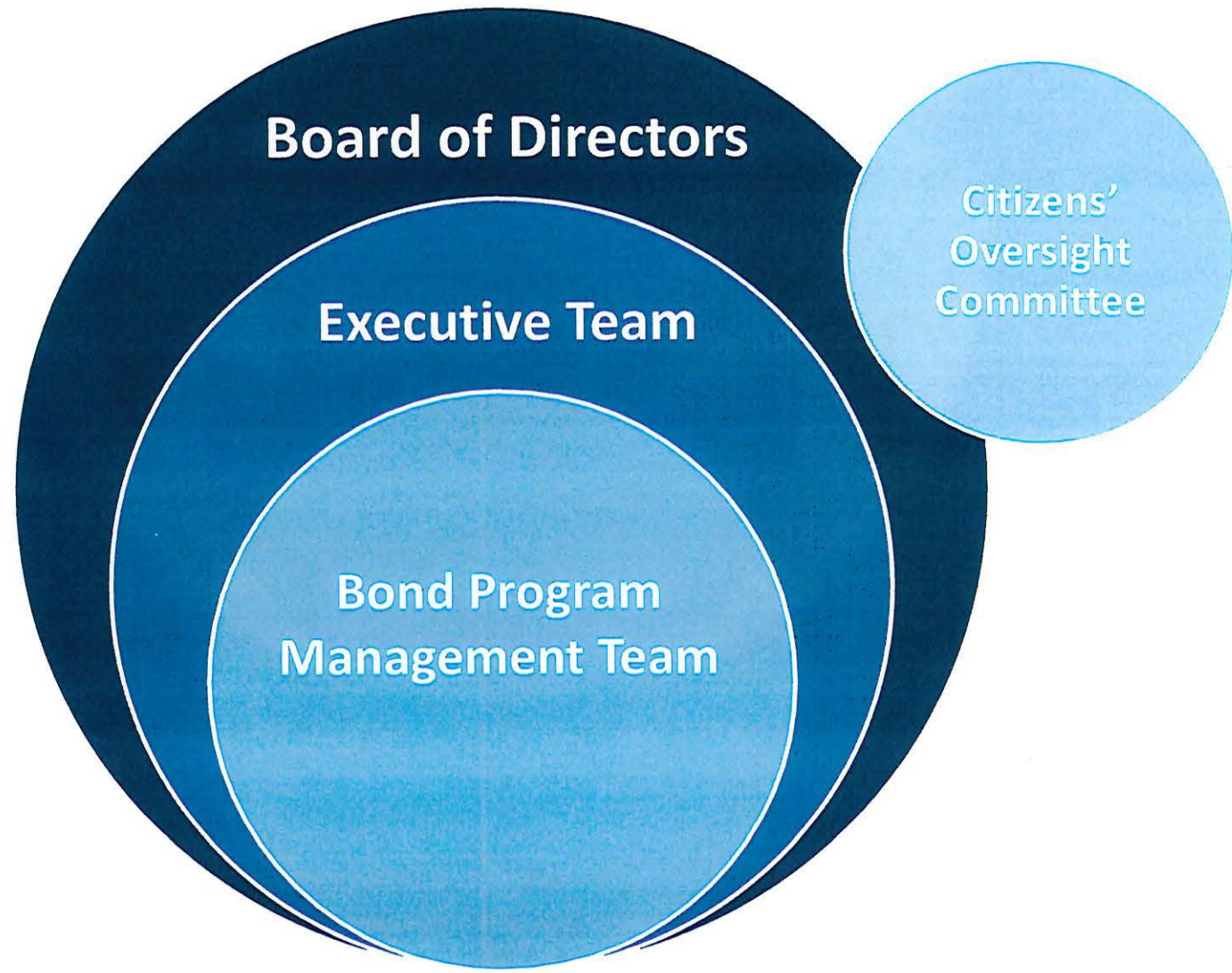
It will evolve as program is implemented

### **Guaranteed fix**

Recognizes Measure O will be utilized with other resources



# MANAGEMENT & OVERSIGHT





# CITIZENS' OVERSIGHT COMMITTEE

Established for the purpose of ensuring that bond funds were spent in accordance with the purpose outlined in the voter-approved ballot measure.

## Meet the Team

### Clerk of the Board (Lead)

Facilitating the establishment and ongoing implementation of the oversight committee

### Ad Hoc Committee

Developing recommended implementation plan for establishment of oversight committee

### Board of Directors

Establishing oversight committee and appointing its members







# PROJECT IDENTIFICATION & SELECTION

Eligible projects will be submitted, evaluated, prioritized and approved through the annual Capital Improvement Program (CIP) process.

## Meet the Team

### CIP Administrator (Lead)

Managing annual CIP process

### Division Managers

Identifying needs and submitting projects

### CIP Committee

Ranking proposed projects and making a recommendation to the Executive Team

### Executive Team/Board of Directors

Approving projects through adoption of the CIP





# FINANCIAL MANAGEMENT

Issuing bonds requires compliance within a variety of legal, financial and regulatory frameworks.

## Meet the Team

### Chief Financial Officer (Lead)

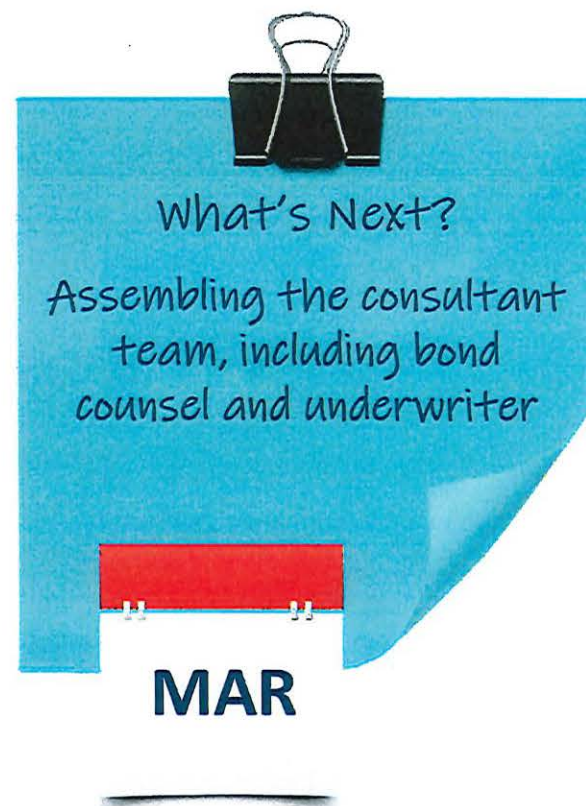
Managing the bond issuance process and overseeing work of the municipal advisor and other consultants

### Municipal Advisor

Planning, structuring, and preparing bond issuance, as well as post-issuance compliance

### Executive Team/Board of Directors

Approving recommended bond issuance plan and issuing bonds





# INTERNAL & EXTERNAL COMMUNICATIONS

**Clear communication is essential for ensuring transparency and accountability as Measure O is implemented.**

## Meet the Team

### **Director of Government Affairs (Lead)**

Managing internal and external communications plan

### **CORE Team**

Developing communications framework and implementing communications plan

### **Bond Program Management Team**

Providing information on bond program activities





# IMPLEMENTATION PLAN

## Quarter 1 (January – March)



### **Citizens' Oversight Committee**

Ad hoc committee is appointed by the Board and develops recommendation on the establishment and implementation of the Citizens' Oversight Committee

### **Project Identification & Selection**

Projects are submitted as part of the CIP process, evaluated and ranked by the CIP Committee, and the draft CIP is prepared

### **Financial Management**

Municipal advisor and other specialty consultants (bond counsel, underwriter) are brought under contract by the District.

### **Internal & External Communications**

Communications plan is developed that includes a master framework of planned communications including intended message, target audience(s), communication channel(s), timing, and methods of feedback.



# IMPLEMENTATION PLAN

## Quarter 2 (April – June)



### **Citizens' Oversight Committee**

Ad hoc committee brings recommended implementation plan to the Board for consideration and approval

### **Project Identification & Selection**

Recommended projects and financing plan for the CIP is reviewed by the Executive Team and CIP is finalized and formally adopted by the Board.

### **Financial Management**

Bond structure is finalized, bond issuance plan is approved by the Board, and bonds are marketed and prepared for sale.



# IMPLEMENTATION PLAN

## Quarter 3 (July – September)

### **Citizens' Oversight Committee**

Application process for Citizens' Oversight Committee begins

### **Project Identification & Selection**

Implementation of approved projects begins by project managers

### **Financial Management**

Bond sale closes and proceeds are received by the District



## Quarter 4 (October - December)

### **Citizens' Oversight Committee**

Citizens' Oversight Committee is appointed by the Board



# STRATEGIC ALIGNMENT

## Service Delivery

**Enhancing emergency response capabilities**

## Capital Assets

**Maintaining & improving facilities, vehicles & equipment**

## Members

**Infrastructure that supports member safety & well-being**

## Financial Management

**Fiscal responsibility through efficient use of funds**

## External Engagement

**Building trust through transparent communications**



# CONCLUSION



**Questions?**

**Erin Castleberry | 916.859.4160 | [castleberry.erin@metrofire.ca.gov](mailto:castleberry.erin@metrofire.ca.gov)**





# 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:** February 13, 2025  
**TO:** Board of Directors  
**SUBJECT:** Contract Award Recommendation - Municipal Advisory Services

## TOPIC

Staff requests that the Sacramento Metropolitan Fire District (District) Board of Directors (Board) approve a contract award to KNN Public Finance, LLC for financial advisor services as specified in Request for Proposals (RFP) 24-05: Municipal Advisory Services.

## BACKGROUND

On November 5, 2024, voters approved Measure O, authorizing the District to issue up to \$415 million in General Obligation (GO) bonds for capital projects. The District plans to issue and commit GO bond proceeds over the next 10 years. The proceeds from the issuance and sale of the GO bonds may only be used for the construction, expansion, reconstruction, rehabilitation, replacement, furnishing and equipping of fire facilities; the acquisition or lease of real property for fire facilities; and the acquisition of fire and emergency medical vehicles, apparatus, and capital equipment.

To ensure compliance with legal, regulatory, and fiduciary responsibilities, the District determined that the services of a Municipal Advisor (MA) will be needed to assist in the implementation, planning, structuring, issuance, and post-issuance compliance of the GO bonds, and subsequently issued RFP 24-05, soliciting proposals from qualified MAs.

## DISCUSSION

On December 19, 2024, the District issued RFP 24-05 to solicit proposals from qualified contractors to provide municipal advisory services. The District has not previously issued GO bonds or used the services of a municipal advisor for that purpose.

The District received a total of five proposals in response to RFP 24-05. The proposals were independently evaluated and scored by an evaluation committee using the following criteria:

- Contractor Qualifications and Experience with Providing Services of Similar Size, Scope, and Complexity
- Staffing & Qualifications and Experience of the Proposed Program Team
- Approach & Methodology

- Past Performance
- Fee Proposal

KNN Public Finance, LLC was the highest scoring proposer. The firm was established as a limited liability company in 2016 and provides independent municipal advisor services to local public agencies across California.

#### FISCAL IMPACT

The cost of the contract will be approximately \$60,000 per bond sale, with actual costs contingent upon certain reimbursable expenses. KNN Public Finance, LLC has proposed a fixed transaction fee of \$40,000 for the first issuance of the authorization, plus up to \$10,000 for advisory services related to the pre-transaction planning phase. Subsequent transaction fees will cost up to \$45,000. It is estimated that there will be up to three subsequent issuances. Additional transaction fees related to planning, third-party information services, and reimbursable expenses would not exceed \$10,000. The District anticipates this cost would be paid from Measure O bond proceeds.

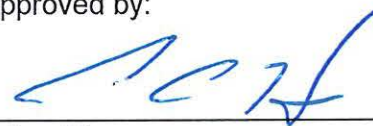
#### RECOMMENDATION

Staff recommends that the Board adopt a resolution to approve the award of RFP 24-04: Municipal Advisory Services to KNN Public Finance, LLC and authorize the Fire Chief or his designee to execute and administer a professional service agreement to provide municipal advisory services for a five-year period, with an option to renew for five additional one-year periods.

Submitted by:

Approved by:

*Dave O'Toole*



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

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

#### ATTACHMENTS:

Resolution  
Sample Agreement



# 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. 2025-XXX

### A RESOLUTION OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT APPROVING THE CONTRACT AWARD FOR MUNICIPAL ADVISORY SERVICES

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

**WHEREAS**, on November 5, 2024, voters approved Measure O, authorizing the District to issue up to \$415 million in General Obligation (GO) bonds for capital projects; and

**WHEREAS**, the District has determined that retaining the services of a municipal advisor is needed to assist in the implementation, planning, structing, issuance, and post-issuance compliance for GO bonds; and

**WHEREAS**, the District desires to award a contract for the performance of these services to KNN Public Finance, LLC who was the highest scoring proposer following a Request for Proposals (RFP) process.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors of the Sacramento Metropolitan Fire District does hereby approve a contract award to KNN Public Finance, LLC 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 13<sup>th</sup> day of February 2025. 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 PROFESSIONAL SERVICES AGREEMENT**

This Agreement, is by and between the Sacramento Metropolitan Fire District ("District"), and KNN Public Finance, LLC ("Contractor") who are hereinafter collectively referred to as the "Parties". The Agreement will be effective upon final execution by all parties and approval by the District's Board of Directors.

### **RECITALS**

**WHEREAS**, the District issued Request for Proposals (RFP) 24-05 which solicited written proposals for Municipal Advisory Services (Services); and

**WHEREAS**, the District sought to award a contract for the Services based on the evaluation of proposals received in response to RFP 24-05;

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

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

NOW, THEREFORE, the Parties agree as follow;

1. **HEADINGS**

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

2. **EXHIBITS**

Exhibits A "Scope of Services" and Exhibit B "Payment Terms" are attached hereto and incorporated by reference.

3. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, and in accordance with the terms and conditions of this Agreement and those described in the District's RFP 24-05 Municipal Advisory Services, incorporated herein by reference.

These documents, along with the Contractor's response to RFP 24-04, the entirety of this Agreement, and any other records or documents furnished by the District during the term of this Agreement shall constitute the Contract Documents.

4. **TERM**

This Agreement shall commence on the date it is executed by the Parties and approved by the District's Board of Directors and it shall continue in full force and

in effect for five years. This Agreement may be extended, subject to written notice of agreement from the Parties, for up to five additional twelve (12) month periods. Agreement terms and conditions will continue throughout any additional extensions. Terms and conditions, which relate to indemnification and other related matters, shall continue after the expiration of this Agreement.

5. **PAYMENT**

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

6. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is at all times an independent contractor, and can perform work for others. Neither Contractor nor Contractor's employees are an agent or employee of the District in any capacity whatsoever and District shall not be liable in any manner for any acts or omissions by Contractor or for any obligations or liabilities incurred by Contractor, Contractor's employees, or agents.

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

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

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

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

Notwithstanding the foregoing, if the District in its discretion determines that pursuant to state and federal law Contractor is an employee for purposes of

income tax withholding, the District may upon two (2) weeks' notice to Contractor, withhold from payments otherwise due to Contractor hereunder federal and state income taxes and to pay said sums to the federal and state governments.

**7. INDEMNIFICATION**

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

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

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

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

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

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

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

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

**8. LIMITATION OF LIABILITY**

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

**9. INSURANCE**

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

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

- General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
- Products Comp/Op Aggregate: \$4,000,000
- Personal & Adv. Injury: \$1,000,000
- Fire Damage: \$100,000

**AUTOMOBILE LIABILITY**

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

**WORKERS COMPENSATION and EMPLOYER'S LIABILITY**

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

**PROFESSIONAL LIABILITY**

- Professional Liability or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

**ADDITIONAL INSURED**

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

**PRIMARY & NON-CONTRIBUTORY**

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



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

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

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

Certificates of Insurance shall be sent to:  
Sacramento Metropolitan Fire District  
Attn: Purchasing Division  
3012 Gold Canal Drive  
Rancho Cordova, CA 95670

Or

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

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

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including, but not limited to, federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by Contractor.

#### **11. TAXES**

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

#### **12. ACCESS AND RETENTION OF RECORDS**

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

#### **13. RIGHT TO AUDIT**

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

#### **14. CONFLICT OF INTEREST**

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

#### **15. ANTI-CORRUPTION/ANTI-FRAUD**

Each Party (District and Contractor) agrees not to make, authorize, offer, or promise to make or give any money or any other thing of value, directly or indirectly, to any current or former government official or employee, candidate for political office, or an official of a political party, or any employee, director or consultant of a non-government client or potential client, for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder or for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Agreement. Each Party agrees to immediately notify the other of any request that it receives to take any action that might constitute, or be construed as, a violation of the anti-corruption and anti-bribery laws.

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

#### **16. CONFIDENTIALITY AND PROPRIETARY RIGHTS**

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

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

#### **17. USE OF DISTRICT PROPERTY**

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

#### **18. RIGHT TO REFUSE PERSONNEL**

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

#### **19. TERMINATION**

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

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

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

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

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

#### **20. ASSURANCE OF PERFORMANCE**

If at any time District believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the services as required by this Agreement, District may, at its option, request from Contractor prompt written assurances of performance and a written plan acceptable to District, to

correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of the Contractor's receipt of the District's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 19 of this Agreement.

#### **21. CHOICE OF LAW**

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

#### **22. ENTIRE AGREEMENT**

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

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

#### **23. 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.

#### **24. MODIFICATIONS OF SCOPE**

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

#### **25. SEVERABILITY**

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

## **26. SUB-CONTRACTING, SUCCESSORS, AND ASSIGNS**

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

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

Notwithstanding the use of approved subcontractors, the Contractor will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Contractor.

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

## **27. PATENTS AND INTELLECTUAL PROPERTY**

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

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

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

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

## **28. NOTICES**

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

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

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

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

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

Addresses for purpose of giving notice are as follows:

To: DISTRICT: Sacramento Metropolitan Fire District  
Attn: Dave O'Toole, Chief Financial Officer  
10545 Armstrong Ave, Suite 200  
Mather, CA 95655

To: CONTRACTOR: KNN Public Finance, LLC  
Attn: [CONTRACTOR POINT OF CONTACT]

[CONTRACTOR ADDRESS]

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.

**29. SIGNATORIES**

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

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

**SACRAMENTO METROPOLITAN  
FIRE DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A  
Scope of Services**

The scope of services to be provided by the Contractor shall include the following activities as needed to meet the District's goals. Under direction of the District's Chief Financial Officer, the Contractor shall provide comprehensive municipal advisory services throughout the agreed upon term of the contract in relation to the implementation of the District's GO bond program. Services include:

**A. Financial Planning and Structuring**

1. Evaluate the District's financial capacity and tax base to determine the optimal size, structure, and timing of GO bond issuance.
2. Develop a comprehensive financing plan that includes cash flow projections, debt service schedules, and tax rate impact analysis.
3. Prepare long-term financial forecasts related to the Measure O GO bond program, including a property tax forecast and estimate of the tax impact of the issuance of Measure O bonds on residents of the District.
4. Provide capital market analysis to identify financing options and make recommendations for the timing and pricing strategy for the issuance of bonds pursuant to Measure O authorization.
5. Provide recommendations on GO bond issuance structure (e.g., serial vs. term bonds, call provisions).
6. Assist the District with preparing related policies, including procedures to comply with post-issuance and ongoing reporting requirements.

**B. Legal and Regulatory Compliance**

1. Ensure Metro Fire compliance with all federal, state, and local regulations governing GO bond issuance, including but not limited to:
  - a. SEC regulations and Municipal Advisor Rule.
  - b. Internal Revenue Service (IRS) requirements for tax-exempt bonds.
  - c. State-specific laws governing GO bonds.
2. Collaborate with bond counsel to ensure that all legal documentation (e.g., Preliminary and Official Statements, Resolutions, and Bond Purchase Agreements) meets regulatory requirements.
3. Assist in preparing materials for public hearings, voter engagement, and board approvals in accordance with applicable laws.
4. Advise the District on applicable citizens' oversight requirements related to the GO bond issuance.

**C. Credit Rating and Investor Relations**

1. Advise and assist the District in preparing presentations and materials for credit rating agencies to obtain favorable ratings, as necessary.
2. Develop an investor outreach strategy to maximize market participation and competitive pricing.
3. Coordinate due diligence meetings and respond to inquiries from potential investors.



4. Upon request, review and evaluate pro-forma models for real property and assist in negotiations and interactions with lenders, developers, other public and private partners, property owners, and government agencies.

**D. Procurement and Coordination of Financing Team**

1. Assist in the selection and coordination of underwriters, bond counsel, disclosure counsel, and other key participants in the financing process.
2. Ensure seamless coordination among the financing team to meet critical deadlines and milestones.
3. Work with District staff, underwriters, consultants, and bond counsel to develop and initiate plans of finance, including the structuring, terms, and conditions of potential debt offerings.

**E. Documentation and Disclosure Support**

1. Prepare or review key disclosure documents, including the Preliminary Official Statement (POS) and Official Statement (OS), ensuring accuracy and compliance with disclosure requirements.
2. Provide guidance on continuing disclosure obligations under SEC Rule 15c2-12 and assist in setting up post-issuance compliance procedures.

**F. Bond Issuance and Sale**

1. Assist in determining the method of sale (competitive, negotiated, or private placement) and develop appropriate sale documentation.
2. Participate in pre-pricing and pricing calls to ensure the District receives the most favorable terms.
3. Assist with the preparation for and participate in presentations, discussions, meetings, and conference calls with credit rating agencies for the issuance of debt.
4. Assist with the preparation for and participate in information meetings and conference calls with prospective investors and others, as appropriate, prior to the issuance of debt.
5. Serve as pricing agent on the District's behalf in the pricing of bonds for negotiated bond sales and facilitate and/or coordinate with all entities necessary to assist the District in the execution of competitive bond sales.
6. Review final pricing results, and provide a post-sale analysis report to the District.

**G. Post-Issuance Compliance and Reporting**

1. Assist in the preparation for and the execution of the closing of financing transactions.
2. Develop a post-issuance compliance plan, including ongoing monitoring of bond proceeds, arbitrage compliance, and use of funds.
3. Provide training and support to District staff on post-issuance compliance requirements.
4. Assist in the preparation and filing of annual continuing disclosure reports and arbitrage rebate calculations.
5. Assist with and participate in presentations to the District's Board of Directors.

6. Make presentations to the District's Board of Directors and District Management, as requested.

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

The fee for services shall not exceed the rates outlined in the Contractor's Fee Proposal. Payment for additional services outside the scope of this Agreement may be requested and approved by the District through an amendment to this Agreement and shall be subject to the rates outlined in the Contractor's Fee Proposal.

The Contractor shall submit properly certified invoices to the District.

- Invoices shall be submitted upon the completion of each phase, including pre-transaction and planning, execution, and compliance phases.
- Any reimbursable expenses shall be itemized on the invoice.
- For services provided on an hourly basis, invoices shall detail the position title (ex. Associate, Director), number of hours, and hourly rate.

Invoices shall be sent to:

[ap@metrofire.ca.gov](mailto:ap@metrofire.ca.gov)  
[o'toole.dave@metrofire.ca.gov](mailto:o'toole.dave@metrofire.ca.gov)

If invoices cannot be sent via email, invoices shall be mailed to:

Sacramento Metropolitan Fire District  
Attn: Finance Division  
10545 Armstrong Ave., Suite 200  
Mather, CA 95655

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

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

No advance payment shall be made for goods or services furnished by the Contractor pursuant to this Agreement. Payment terms are net 60 from the date of receipt of an invoice.

## Contractor's Fee Proposal

**PRE-TRANSACTIONAL ADVISORY FEES.** For advisory services related to the pre-transaction planning phase of the program, KNN proposed charging on an hourly basis, with a not-to-exceed cap of \$10,000. The planning phase would cease upon the "kick-off" meeting for the first issuance of GO bonds. We expect this phase to last no more than 3-6 months from the award of the contract and would request the ability to renegotiate the not-to-exceed amount if the timing exceeds that time frame.

KNN's hourly rate schedule is provided in the table to the right. Pre-transaction services include, but are not limited to, running preliminary financing scenarios under multiple bond structures and presentations to stakeholders.

**TRANSACTION ADVISORY FEES.** Once the District is prepared to move forward with the financing, for municipal advisory services related to the execution a public sale of General Obligation Bonds, KNN proposes a fixed transaction fee of \$40,000 for the first issuance of the authorization, fully contingent upon the pricing and closing of the transaction. We expect this phase to last no more than 6 months from "kick-off" meeting and would request the ability to renegotiate the not-to-exceed amount if the timing exceeds 6 months.

TITLE	HOURLY RATE
Senior Managing Director	\$425.00
Managing Director	\$400.00
Director	\$375.00
Vice President	\$350.00
Assistant Vice President	\$325.00
Associate	\$300.00
Analyst	\$275.00

**REIMBURSABLE EXPENSES.** Additionally, KNN seeks reimbursement for expenses actually incurred, which would consist primarily of third-party information services (if necessary for disclosure or rating agency purposes) and travel to and from meetings at the District, capped at \$2,500 for each phase (pre-transaction and transaction).

The fee for subsequent issuances shall not exceed \$45,000.



# 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:** February 13, 2025  
**TO:** Board of Directors  
**SUBJECT:** Memorandum of Understanding with County of Sacramento for Investment of Surplus Funds

## TOPIC

Adoption of a Memorandum of Understanding authorizing the Chief Financial Officer to invest designated surplus funds outside of the County Treasury.

## BACKGROUND

The District deposits all funds received with the County of Sacramento (County), who provides treasury and payment services to the District. Under Attorney General Opinion 08-602 (92 Ops. Cal. Atty. Gen 83), the District Board of Directors (Board) has authority to invest specific funds independent of the County Treasury, generally for the purpose of generating returns higher than what is earned on deposit with the County.

## DISCUSSION

The District has compared County investment returns with other comparable public agency investment vehicles and determined that a higher interest rate will be offered with CalTRUST. CalTRUST is a Sacramento-based Joint Powers Authority created by public agencies in 2003 to enable public agencies to pool their investment assets for improved returns in the same investment types, with no additional risk.

This Memorandum of Understanding (MOU) would authorize the Chief Financial Officer to invest certain non-operational funds with CalTRUST. The fund named in the MOU is the Special Projects Fund, which will be used for construction of the Zinfandel Training Center. Special Project Fund monies would only be invested for the duration when they are not needed for project expenditures.

## FISCAL IMPACT

The proposed MOU will have no immediate fiscal impact on the District. If the District opts to invest Special Project Funds monies with CalTRUST, there will be improved investment returns. For example, the investment of \$9 million over a period of one year would generate increased revenue of approximately \$70,000.

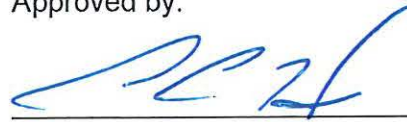
**RECOMMENDATION**

Staff recommends the adoption of the MOU authorizing the Chief Financial Officer to invest funds in the Special Project Fund outside of the County Treasury.

Submitted by:

Approved by:

*Dave O'Toole*



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

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

**ATTACHMENTS:**

Memorandum of Understanding Relating to the Investment of Surplus Funds

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COUNTY OF  
SACRAMENTO AND SACRAMENTO METROPOLITAN FIRE DISTRICT RELATING  
TO THE INVESTMENT OF SURPLUS FUNDS**

This Memorandum of Understanding (“MOU”) is made and entered into as of this 13th day of February 2025 by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the Sacramento Metropolitan Fire District, hereinafter referred to as “DISTRICT,” an independent public fire district formed pursuant to Health and Safety Code section 13801 et seq.

The intent of this MOU is to effectuate the DISTRICT Board of Director’s desire to separately invest Surplus Funds pursuant to Attorney General Opinion 08-602 (92 Ops.Cal.Atty.Gen 83), wherein the District Board has authority to invest those specific funds independent of the County Treasurer. DISTRICT intends to maintain its operational funds on deposit with the County Treasurer.

**AGREEMENT**

1. Definitions. Unless the context otherwise requires, as used in this MOU, the following terms shall have the following meanings:
  - a. “DIRECTOR OF FINANCE” means the COUNTY Director of Finance.
  - b. “CHIEF FINANCIAL OFFICER” means the Chief Financial Officer of SACRAMENTO METROPOLITAN FIRE DISTRICT.
  - c. “SURPLUS FUNDS” means funds that are held with the COUNTY in the Sacramento Metropolitan Fire District Special Projects Fund number 212S with the intent to be invested until a new training center is constructed, by the Board of Directors of the District as SUPRLUS FUNDS.
  - d. “CALTRUST” means the DISTRICT’s initial investment account for the SURPLUS FUNDS.
2. DISTRICT unconditionally releases COUNTY and DIRECTOR OF FINANCE from all fiduciary responsibility and liability relating to SURPLUS FUNDS withdrawn from the COUNTY Treasury.
3. The CHIEF FINANCIAL OFFICER will submit a claim in writing to the COUNTY to request the balance of the SURPLUS FUNDS on deposit in the COUNTY Treasury in FUND 212S to be distributed to the DISTRICT investment account at CALTRUST.

4. DISTRICT will transfer funds back to the COUNTY'S Treasury at applicable times into its operating fund to pay operating expenses associated with the SURPLUS FUNDS.

DISTRICT shall not make operational expenditures directly out of accounts at CALTRUST or any successor investment account pertaining to the SURPLUS FUNDS.

5. The COUNTY Treasury may not be used by DISTRICT for arbitrage purposes. No funds withdrawn from the COUNTY Treasury by DISTRICT for investment may be redeposited into the COUNTY Treasury, without the DIRECTOR OF FINANCE's approval, except for deposits made to comply with the requirement in Section 4 of this MOU.
6. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this MOU shall be valid unless made in writing and signed by all parties hereto.
7. Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver the MOU for or on behalf of the MOU parties. Each party represents and warrants to the other that the execution and delivery of the MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the day and year first written above.

SACRAMENTO METRO FIRE  
DISTRICT, a public fire district formed  
pursuant to Health and Safety Code  
section 13801 et seq.

COUNTY OF SACRAMENTO, a political  
subdivision of the State of California

By:

By:

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

\_\_\_\_\_  
Chad Rinde, Director of Finance

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_