



## Agenda

**San Mateo Consolidated Fire Department  
Board of Directors  
Regular Meeting  
Wednesday, April 14, 2021 – 4:00 P.M.**

Consistent with the Governor's Executive Order N-29-20 promoting social distancing, there will be no physical or in-person meeting location available to the public. Instead, the meeting will be accessible, and members of the public may participate and give public comment, via video teleconference by accessing the following website link:

**Video Teleconference Information: Via Personal Zoom Web Link**

Register in advance for this webinar: [https://zoom.us/webinar/register/WN\\_CZ\\_AOvXcQw2BmwwF\\_sZmw](https://zoom.us/webinar/register/WN_CZ_AOvXcQw2BmwwF_sZmw)

### 1. OPENING

- 1.1. Call to Order & Determination of a Quorum
- 1.2. Pledge of Allegiance
- 1.3. Roll Call

### 2. AGENDA CHANGES

*The Chair/Board Member may change the order of the Agenda or request discussion of a Consent Item. A member of the public may request discussion of a Consent Item by emailing the Acting Board Clerk Nicole Morales at [nmorales@smcfire.org](mailto:nmorales@smcfire.org) prior to Public Comment.*

### 3. PUBLIC COMMENT

Public Comment is limited to 15 minutes, with a maximum of three (3) minutes per speaker. If you wish to address the hearing body, please notify the Department as soon as practical by emailing the Acting Board Clerk of the Fire Board at [nmorales@smcfire.org](mailto:nmorales@smcfire.org). If you are addressing the Board of Directors on a non-agenda item, the Board of Directors may, but is not required to, briefly respond to statements made or questions posed as allowed by the Brown Act (GC 54954.2). The Board of Directors may refer items to staff for attention, or have a matter placed on a future Board of Directors Meeting, for more comprehensive action or report.

### 4. CONSENT

- [4.1](#) Approval of Fire Board Meeting Minutes from January 13, 2021.
- [4.2](#) Adopt a resolution authorizing the Fire Chief to execute an agreement with The Pun Group LLP for independent audit services.
- [4.3](#) Adopt a resolution authorizing a Change Order in the amount not to exceed \$100,000 with Bus & Equipment Incorporated (B&E) for fire apparatus inspections, servicing and repairs.
- [4.4](#) Adopt a resolution authorizing a Change Order in the amount not to exceed \$150,000 with L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear and supplies.
- [4.5](#) Adopt a resolution authorizing the Fire Chief to negotiate the terms and execute a two-year agreement with the County of San Mateo Office of Emergency Services for Chief Officer Services.

- [4.6](#) Adopt a resolution in support of staff's application for grant funds via the 2020 Fire Prevention and Safety (FP&S) Grant for the purpose of funding to create an income and age-based wildfire mitigation assistance fund.
- [4.7](#) Adopt a resolution in support of staff's application for grant funds via the 2020 Assistance to Firefighters Grant (AFG) for the purpose of funding new Self-Contained Breathing Apparatus' (SCBA) and support equipment.
- [4.8](#) Adopt a resolution restricting the \$20,000 donation received for the San Mateo Consolidated Fire Department Community Emergency Response Team (CERT).
- [4.9](#) Adopt a resolution approving to renew the agreement with the City of San Mateo for Finance and Human Resources services for a 5-year term ending on June 30, 2026.

## **5. NEW BUSINESS**

- [5.1](#) Receive the Fiscal Year 2020-21 Budget Update & Fiscal Year 2021-22 Budget Preview.
- [5.2](#) Adopt a resolution approving the revised salary schedules to reflect the hourly, monthly, and annual ranges for merit classifications within the San Mateo Consolidated Fire Department.
- [5.3](#) Adopt the 2018 International Fire Code with the 2019 California Amendments and the 2021 International Wildland Urban Interface Code. Public Hearing – First Reading.
- [5.4](#) Adopt a resolution in support of staff's application for grant funds via the SAFER (Staffing for Adequate Fire and Emergency Response (SAFER) for the purpose of funding twelve (12) firefighter positions.

## **6. OLD BUSINESS**

- [6.1](#) Adopt a resolution approving the San Mateo Consolidated Fire Department's Strategic Plan for 2021.

## **7. REPORTS AND ANNOUNCEMENTS**

- 7.1. Board Members and Department Management Staff will have an opportunity to make announcements.
  - 7.1.1 Operations Update (verbal only)
  - 7.1.2 CRR Update (verbal only)
  - 7.1.3 Fire Chief Update (verbal only)

## **8. ADJOURNMENT**

I, Nicole Morales, Acting Board Clerk of the San Mateo Consolidated Fire Department, hereby declare that the foregoing Agenda was posted in compliance with the Brown Act prior to the meeting date.

*In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Acting Fire Board Clerk at (650) 522-7900 no less than 72 hours prior to the meeting. Notification in advance of the meeting will enable the Fire Department to make reasonable arrangements to ensure accessibility to this meeting.*

*Copies of documents distributed at the meeting are available in alternative formats upon request. Any writing or documents provided to a majority of the Board regarding any item on this Agenda will be made available for public inspection at the Department Fire Administration Office located at 1040 E. Hillsdale Blvd., Foster City, CA 94404, during normal business hours. In addition, most documents will be posted on the Department's website at <https://www.smcfire.org/fire-board-meeting-agendas>.*



## Meeting Minutes

### San Mateo Consolidated Fire Department Board of Directors Regular Meeting Wednesday, January 13, 2021 – 4:00 P.M. Zoom Video Teleconference

#### 1. OPENING

The meeting was called to order at 4:01 pm by Board Chair Goethals.

##### 1.3. Fire Board Member Catherine Mahanpour Recognition

##### 1.4. Swearing in new Fire Board Member Richa Awasthi

##### 1.5. Roll Call

**Board Members Present:** Goethals, Lieberman & Awasthi

**Board Members Absent:** None

#### 2. AGENDA CHANGES

There were no agenda changes.

#### 3. SPECIAL PRESENTATIONS

Board Chair Goethals provided a Resolution expressing gratitude for retired Battalion Chief Michael Towns and Deputy Fire Marshal Henderson on their years of distinguished fire service.

#### 4. PUBLIC COMMENT

None

#### 5. CONSENT

Board Member Lieberman made a motion to approve the Consent calendar, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote and the Consent calendar items were approved 3-0.

#### 6. NEW BUSINESS

##### **Item 6.1 - Adopt a resolution approving revised Compensation and Benefit Plan, Salary Adjustments and Classification Update.**

Chief Iverson provided an overview on the proposed revised compensation & benefit plan to establish ranges for the classification of Fleet and Facilities Technician and Division Chief. Also, to revise the Deputy Chief salary range including the Deputy Chief compensation I benefit plan. As well as reallocate a vacant Deputy Fire Chief position to a Division Chief and a vacant Administrative Assistant position to a Fleet and Facilities Technician in alignment with the adopted reorganization plan as vacancies occur. Lastly, to recommend adjusted salary ranges for the classifications of Emergency Services Manager and Emergency Medical Services Clinical Educational Specialist. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote and the resolution was approved 3-0.

**Item 6.2 - Adopt a resolution authorizing a supplemental budget appropriation in the amount of \$178,709 for the grant awarded by the Gilead Corporate Giving Program and authorizing the Fire Chief to approve all purchase orders.**

Chief Iverson provided an overview for the recommendation to establish to appropriate the funds as mentioned through the grant award as well as expend the funds. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote and the resolution was approved 3-0.

**Item 6.3 - Adopt a resolution approving the purchase of three (3) new Pierce fire engines from Golden State Fire Apparatus and authorizing the Fire Chief to sign the purchase agreement.**

Chief Iverson provided an overview for the recommendation to approve a resolution for three (3) new fire apparatus. Acquisition of this fire apparatus is a planned expenditure, and funds have been accumulated through the Vehicle and Equipment Replacement Fund and appropriated in the 2020-21 adjusted budget. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote and the resolution was approved 3-0.

**Item 6.4 - Receive the 2020-21 Mid-Year Budget Update and adopt a resolution appropriating \$1.0 million in reimbursement revenues in the General Fund to account for the cost of overtime incurred in response to mutual aid reimbursement revenue.**

Treasurer Rich Lee provided a Power Point presentation on the General Fund and the Fire Protection and Life Safety fund. The amended budgets that have taken place to date, it's anticipated \$41.53 million in revenues and \$41.56 million in total expenditures that would have a net change and fund balance of breaking even. Year to date expenditures and revenues are projecting total revenues of \$43.71 million which is a little over \$2 million more than expected and \$42.54 million in total expenditures, which is just under \$1 million more than expected. If those projections come to fruition, that would result in a net change in fund balance \$1.17 million which would bring the ending fund balance to \$2.53 million. The budget variance of 1.44 million in salaries and benefits is offset by about \$460,000 in operating budget savings leaving our total budget overage by just under \$1 million. Looking at salaries and benefits in particular, the amended budget as it stands so \$22 million and salaries and \$3.5 million in overtime. 2020-21 estimates \$21.33 million in salaries and \$5.7 million projected overtime. The primary driver behind overtime costs are the number of mutual aid incidents during the very busy fire season. SMC Fire answered the call for mutual aid to 21 incidents, including the CSZ Lightning Complex, River, Glass, Red Salmon, and Dome incidents. With such overages comes a reimbursement from CalOES which can leave us with a general fund revenue projection of \$43.71 million in total revenues and that's just over \$2 million more than the current amended budget. Our general fund revenue and expenditures, including the reimbursement from CalOES offsetting the additional overtime costs, the net change in fund balance is going to be about \$1.17 million. One of the things that the fire board directed staff to do was to provide some relief for the member agencies as a result of the financial impact of COVID-19. As such, with providing \$1 million in relief would reduce total revenues down to \$42.71 million and the net change in fund balance would still result in a positive net change in fund balance and it would add to the ending fund balance.

The Fire Protection and Life Safety fund was presented to the board in December 2020. However, SMC Fire has \$200,00 in stale invoices that have been sent to its collection agency. SMC Fire's accounts receivable is configured to be on an accrual basis, where revenues are recorded when the invoice has been issued. The amount from unpaid invoices that are sent to collections need to be expensed as bad debt in compliance with generally accepted accounting principles. While no additional budget appropriations should be necessary to account for the bad debt expense, the accounting entry will increase total expenditures for the Fire Protection and Life Safety Fund to \$3.9 million by year

end, increase the net reduction in fund balance to \$1.1 million, and leave approximately \$100,000 in fund balance.

The recommendation before the board is to receive a mid-year budget update and to adopt a resolution appropriating \$1 million in general fund reimbursement revenues to offset the additional costs for mutual aid response.

Board Member Awasthi requested more detail about the board approved \$1 million COVID relief. Treasurer Less shared that as a part of the fiscal sustainability plan for SMC Fire, command staff identified about \$1 million that it could provide in the form of a credit on the quarterly operating contribution. As we would move along during the fiscal year, we are monitoring SMC Fire's ability to provide that relief to the member agencies. At this time, based on the projected revenues and expenditures, we believe that SMC Fire has the capacity to provide that credit which would be allocated 60/20/20 (60% for San Mateo and 20% each for Belmont and Foster City).

Board Member Lieberman acknowledged the department's major role in cross agency participation in terms of fires requiring much of our resources. Our staff came through this with flying colors and we did a great job! A very big thank you to everybody in the department!

Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote and the resolution was approved 3-0.

#### **Item 6.5 - Adopt a resolution approving State Mandated Fire Inspections Compliance Report**

Fire Marshal Marshall provided an overview of our annual state mandated fire inspections of all public and private schools, apartments, condominiums, hotels and motels within our jurisdiction. He reported that we were able to complete 100% of those inspections like we did last year. This was a team effort between our engine companies and fire inspections. The number of multi residential housing have increased this year. Reporting of our 2020 Inspection Compliant is also recommended by the San Mateo County Grand Jury.

Board Member Lieberman congratulated Marshal Marshall on the 100% compliance.

Board Member Awasthi made a motion to adopt the resolution, which was seconded by Board Member Lieberman. The Acting Board Secretary took a roll call vote and the resolution was approved 3-0.

### **7. OLD BUSINESS**

#### **Item 7.1 - Adopt a resolution approving the trade-in of nine (9) LifePak (LP) 12 monitors and one (1) Lucas device for a value of \$29,950 from Stryker Corporation (Stryker).**

Chief Iverson provided an overview of a resolution approving the trade-in of nine (9) LifePak (LP) 12 monitors and one (1) Lucas device for a value of \$29,950 from Stryker Corporation (Stryker).

Board Member Awasthi made a motion to adopt the resolution, which was seconded by Board Member Lieberman. The Acting Board Secretary took a roll call vote and the resolution was approved 3-0.

### **8. REPORTS & ANNOUNCEMENTS**

Board Chair Goethals welcomed new City Manager of Foster City, Peter Pirnejad. Board Member Awasthi introduced him to the organization.

### **Strategic Plan Update**

Chief Iverson provided updates on the department's Strategic Plan (attached). There were no questions from the Board.

### **Operations Update**

Deputy Chief Thrasher provided an update on the Operations Division (attached). There were no questions from the Board.

### **Community Risk Reduction Update**

Fire Marshal Marshall provided an update on the Operations Division (attached). Board Member Lieberman wished Jenelle Masterson success in her move and acknowledged Pat Halleran's experience and talent he brings to the department. Board Chair Goethals expressed his gratitude for her service and thanked her for all her operational success in the organization on behalf of all three cities.

### **Fire Chief Update**

Chief Iverson began his update by welcoming new Board Member Awasthi. Also, today marks SMC's 2<sup>nd</sup> year anniversary. Chief Iverson thanked all members of SMC Fire as one team and all members are examples of extreme professionalism, commitment and dedication to the organization. Board Chair Goethals stated he is proud to continue to serve with each one of us and looks forward to working with the organization in 2021.

## **9. ADJOURNMENT**

The Board Secretary reminded the participants that next meeting is scheduled for April 14<sup>th</sup> at 4:00pm and the meeting was adjourned at 5:21pm.



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Rich Lee, Treasurer

**Meeting Date:** April 14, 2021

**Subject:** **The Pun Group – Agreement for Independent Audit Services**

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## **RECOMMENDATION**

Adopt a resolution authorizing the Fire Chief to execute an agreement with The Pun Group LLP for independent audit services.

## **BACKGROUND/ANALYSIS**

The City of San Mateo (City) released a Request for Proposals (RFP) for audit services on December 1, 2020 and sent direct solicitations to eight professional Certified Public Accountant (CPA) firms that provide audit services to local government entities. The scope of the RFP included audit services for the San Mateo Consolidated Fire Department. The City received five responses to the RFP. An internal evaluation panel consisting of the Finance Director, Accounting Manager, and two Senior Accountants conducted an initial review of the proposals based on criteria established in the RFP, including responsiveness to the RFP, proposed audit procedures, and firm qualifications and experience to identify the top three firms to invite to the interview process.

Interviews were conducted on January 26, 2021 with the top three firms. The evaluation panel was expanded to include the Debt & Treasury Manager and the acting Budget Manager for the interviews. Based on the evaluation panel scores, additional due diligence was conducted with reference checks and follow up interviews with the top two CPA firms. Based on the responses during the follow up interview, responses from reference municipalities, and evaluation panel scores, staff recommends The Pun Group as the preferred CPA firm.

## **FISCAL IMPACT**

The agreement is for a term of five years, ending on December 31, 2025. The fees for each fiscal year are as follows:

Fiscal Year (FY) 2020-21: \$17,500.00;  
FY 2021-22: \$17,850.00;  
FY 2022-23: \$18,207.00;  
FY 2023-24: \$18,471.14;  
FY 2024-25: \$18,942.56.

If the Department is required to undergo a Single Audit, the fee of each major program will be \$5,000.00. The Department will be required to submit a Single Audit for FY 2020-21, as it will exceed the \$750,000 threshold in federal grants. As such, the total cost of services for FY 2020-21 will be \$22,500.00.

**ATTACHMENTS**

- A. Resolution
- B. Agreement

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT AUTHORIZING THE FIRE CHIEF TO  
EXECUTE AN AGREEMENT WITH THE PUN GROUP LLP FOR INDEPENDENT  
AUDIT SERVICES**

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WHEREAS, the City of San Mateo (City) released a Request for Proposals (RFP) in December 2020 and sent direct solicitations to eight Certified Public Accountant (CPA) firms that provide audit services to local government entities. The scope of the RFP included audit services for the San Mateo Consolidated Fire Department. The City received five responses to the RFP; and,

WHEREAS, an internal evaluation panel selected the top three CPA firms to invite to an interview based on the criteria set forth in the RFP; and,

WHEREAS, the evaluation process included multiple interviews and reference checks, resulting in The Pun Group being selected as the recommended firm.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Authorize the Fire Chief to execute an agreement with The Pun Group LLP to provide audit services in an amount not to exceed \$22,500.00 for fiscal year (FY) 2020-21, \$17,850.00 for FY 2021-22, \$18,207.00 for FY 2022-23, \$18,471.14 for FY 2023-24, and \$18,942.56 for FY 2024-25.

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PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Acting Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel

**AGREEMENT WITH THE PUN GROUP LLP  
FOR PROFESSIONAL CONSULTANT SERVICES  
FOR  
INDEPENDENT AUDIT SERVICES**

This Agreement, made and entered into on April 14, 2021 by and between the San Mateo Consolidated Fire Department, a California Joint Powers Authority (“Department”), and the Pun Group LLP, (“Consultant”), whose address is 2121 North California Boulevard, Suite 290, Walnut Creek, CA 94596

**RECITALS**

**WHEREAS**, Department desires to have certain services provided as set forth in Exhibit A, attached and incorporated by this reference; and,

**WHEREAS**, Consultant represents that it is qualified and able to perform services; and,

**WHEREAS**, Consultant is agreeable to providing the services on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, the parties agree as follows:

**AGREEMENT**

1. **Term of Agreement**: The Term of this Agreement shall extend from May 1, 2021 (“Commencement Date”) to December 31, 2025 (“Termination Date”).
2. **Consultant’s Services**. Consultant shall perform the services describe in Exhibit A (“Scope of Work” and/or “Services”) to the full satisfaction of Department.
3. **Time of Performance**. Consultant shall perform the Services on or by the Termination Date set forth in Agreement section 1, unless extended in writing by the parties pursuant to the terms of this Agreement.
4. **Compensation**. Department agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the Services required by this Agreement the consideration set forth in Exhibit B, attached and incorporated by this reference (“Payment”). Consultant agrees to timely and periodically submit invoices to the Department for work performed.
5. **Independent Contractor**. Consultant is and shall at all times remain, as to Department, a wholly independent contractor. Neither Department nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Department.

6. **Assignment.** Consultant shall not assign or attempt to assign any portion of this Agreement without prior written approval by Department.
  
7. **Responsibility of Consultant.**
  - a. Consultant represents that it is qualified to furnish the services described under this Agreement and that Department relies upon the skill of Consultant to do and perform the work in the most skillful manner consistent with industry standards, and Consultant agrees to thus perform the work. The acceptance of Consultant's work by DEPARTMENT does not operate as a release of Consultant from said obligation. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its work. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant.
  
  - b. Consultant shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Consultant or any sub-consultant or subcontractor, to the Department, its elected and appointed officials, officers, attorneys, agents, and employees and each of them from any and all loss or damage on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Consultant or of any sub-consultants or subcontractors.
  
8. **Personnel.** Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement. Consultant shall assign only competent personnel.
  - a. **Employment Eligibility.** Consultant shall ensure that all employees of Consultant and any sub-consultant or subcontractor retained by Consultant in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986, any amendments thereto and all applicable labor laws in effect at the time of this Agreement. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.
  
9. **Changes to Scope of Work.** Department may, by written notice, initiate any change to the Scope of Work. A corresponding equitable change in the Payment of this Agreement will be made for each change ordered as mutually agreed upon by the parties in writing.

10. **Insurance.** Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "INSURANCE REQUIREMENTS," which is attached and incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Department as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the Department. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement. The cost of such insurance shall be included in the Consultant's bid.

- a. Consultant shall maintain at all times workers' compensation insurance as required by law during the performance of work under this Agreement.
- b. Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor agree to be bound to Consultant and Department in the same manner and to the same extent as Consultant is bound to Department under this Agreement and any other applicable contract documents. Subcontractor further agrees to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the Department.
- c. Consultant shall require each of its sub-consultants or subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.
- d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with an AM Best's Rating of no less than A-VII.
- e. At all times during the term of this Agreement, Consultant shall maintain on file with the Department a certificate or certificates of the required insurance as set forth in Exhibit C showing that the required insurance policies are in effect in the required amounts. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, Department may terminate this Agreement.
- f. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and

maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.

11. **Indemnification.** To the maximum extent authorized by law (and consistent with Civil Code section 2782.8 if Consultant is providing design professional services), Consultant shall defend (with legal counsel selected by the Department), and indemnify Department, its elected and appointed officials, officers, directors, attorneys, agents, and employees and each of them from and against any and all claims, demands, costs or liability to the proportional extent that they arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents arising out of Consultant's performance of any task or service for or on behalf of Department under this Agreement. Consultant acknowledges that Department would not enter into this Agreement in the absence of the commitment of Consultant to indemnify and protect Department as set forth in this section. This indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of the Department.

- a. **General.** This obligation to indemnify and defend Department as set forth herein is binding on the successors, assigns, or heirs of Consultant and shall survive the termination or completion of this Agreement. By execution of this Agreement, Consultant acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Consultant.
- b. **Survival.** Consultant and any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- c. **No Limitation by Insurance Obligations.** The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. **Termination.**

- a. In addition to any other rights of termination and suspension set forth in this Agreement or at law, either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party. Should Consultant terminate this Agreement pursuant to this section 12(a) prior to the full completion of the Agreement's Scope of Work, Consultant shall refund to the



California Labor Code, general prevailing rate of wages will be applicable to the work to be done. Consultant will be required to pay all persons employed on the project by the Consultant's sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, part 7, Chapter 1, Article 2, sections 1770, 1773, 1773.1." These documents may be obtained from the State of California.

15. **Compliance with Laws.**

- a. **In General.** Consultant shall observe and comply with all applicable federal, state, municipal, and local laws, policies, and regulations applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.
- b. **Drug-free Workplace.** Neither Consultant nor Consultant 's employees and/or subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812.
- c. **Discrimination Prohibited.** During the performance of this Agreement, Consultant and its sub-consultants or subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Consultant and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- d. **Licenses and Permits.** Consultant represents and warrants to Department that it has, and shall maintain for the duration of this Agreement, all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession.

16. **Facilities, Equipment, and Personnel:** Unless otherwise agreed in writing, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and personnel which may be required for completing the Scope of Work pursuant to this Agreement.

17. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated by this reference.

18. **Benefits and Taxes.** Consultant shall not have any claim under this Agreement or otherwise against Department for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security,

disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes. Department shall have no obligation whatsoever to pay or withhold any taxes on behalf of Consultant.

19. **Dispute Resolution.** Should any dispute arise concerning any provisions of this Agreement, or the parties' rights and obligations hereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to commencing any legal action, the complaining party shall provide to the other party thirty (30) days' written notice of the intent to take such action, provided that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the thirty (30) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that either party may have.

20. **Default and Remedies.**

- a. **Events of Default.** Each of the following shall constitute an event of default hereunder:
  - i. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the Department determines the health, welfare, or safety of the public is immediately endangered; or
  - ii. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the Department determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the Department determines it will reasonably require more than fifteen (15) days to cure, Consultant shall not be in default if Consultant promptly commences the cure and diligently proceeds to completion of the cure.
- b. **Remedies upon Default.** Upon any Consultant default, Department shall have the right to immediately suspend or terminate the Agreement, seek specific performance, contract with another party to perform this Agreement and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.

21. **Attorneys' Fees.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

22. **Documents and Records.**

- a. Property of Department. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Consultant pursuant to this Agreement shall become the property of Department upon completion of the work to be performed hereunder or upon termination of this Agreement.
  - b. Retention of Records. Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Consultant shall retain and, upon written request by Department, make available to the Department or any party designated by the Department this Agreement, and such books, documents and records of Consultant and subcontractor that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to Department.
  - c. Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
  - d. Confidentiality. All reports and documents prepared by Consultant in connection with the performance of this Agreement are confidential until released by Department to the public. Consultant shall not make any such documents or information available to any individual or organization not employed by Consultant or Department without the written consent of Department before any such release.
23. **Inspection of Books and Records.** During regular office hours, each of the parties hereto shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Agreement or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
24. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.
25. **Waiver.** Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.
26. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
27. **Agreement Interpretation.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and

negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

28. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter described herein.
  
29. **Jurisdiction and Severability.** This Agreement shall be governed and construed in accordance with California law. The venue for any legal action in State court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of San Mateo. The venue for any legal action in Federal court filed by a party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement within the jurisdiction of the Federal courts shall be the Northern District of California. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
  
30. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and Department.

[Signatures on Following Page]

IN WITNESS WHEREOF, the San Mateo Consolidated Fire Department and Consultant do hereby agree to the full performance of the terms set forth herein.

**SAN MATEO CONSOLIDATED FIRE  
DEPARTMENT**

**CONSULTANT**

---

Ray Iverson  
Fire Chief

---

Kenneth Pun  
Founder & Managing Partner

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

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

APPROVED AS TO FORM

---

William D. Ross  
General Counsel

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

**Attachments:**

Exhibit A – Scope of Work

Exhibit B – Fee Rates

Exhibit C – Insurance Requirements

**EXHIBIT A**  
**SCOPE OF WORK**

The Firm will perform Professional Auditing Services and issue opinions on the San Mateo Consolidated Fire Department's financial statements. These audits are to be completed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA).
- US General Accounting Office's (GAO) Standard for Audit of Governmental Organizations, Programs, Activities, and Functions.
- Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements.
- The standards applicable to financial audits contained in the most current version of the Generally Accepted Government Auditing Standards (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act as amended in 1996.
- The provisions of the US Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-profit Organizations, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**The Firm will perform the following services:**

- San Mateo Consolidated Fire Department's Comprehensive Annual Financial Report;
- Single audit and report in conformance with OMB Uniform Guidance.

**GFOA Award Program:** The Pun Group LLP realizes the importance of maintaining the Certificate for Excellence in Financial Reporting from the GFOA. Our professionals are exceptionally well qualified in assisting governments with obtaining and maintaining their certificates.

The Firm's commitment and involvement in the development of auditing and accounting standards can be shown in our active participation in the GFOA's financial statements certificate programs. 100% of our current clients who submitted their Comprehensive Annual Financial Report (CAFR) to the GFOA received these awards.

Also, two of our senior partners, Mr. Gary Caporicci and Mr. John F. Georger, are members of the Government Finance Officers Association and participate on the GFOA Special Review Committee.

**EXHIBIT B**  
**PAYMENT AND SCHEDULE OF PAYMENTS**

1. **Total Compensation.** Department shall compensate Consultant for the satisfactory performance of the work described in this Agreement to not exceed the amount of seventeen thousand five hundred dollars (\$17,500.00) for fiscal year 2020-21, seventeen thousand eight hundred and fifty dollars (\$17,850.00) for fiscal year 2021-22, eighteen thousand two hundred and seven dollars (\$18,207.00) for fiscal year 2022-23, eighteen thousand five hundred seventy one dollars and fourteen cents (\$18,571.14) for fiscal year 2023-24, and eighteen thousand nine hundred forty two dollars and fifty six cents (\$18,942.56) for fiscal year 2024-25.

If the Department is required to undergo the Single Audit requirements, the fee of each major program will be five thousand dollars (\$5,000.00). The number of programs determined to be “major” will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the Department’s Management before starting Single Audit work.

2. **Invoicing.** Consultant shall timely submit an itemized statement to Department on a Department approved form for its services performed, which shall include documentation setting forth in detail a description of the services rendered, and the hours of service, if appropriate. Department shall compensate Consultant the amount of such billing within thirty (30) days receipt of same. Unless an alternative invoicing schedule is agreed upon in writing, Invoices shall be submitted to the Department on a monthly basis.
3. **Expenses.** There shall be no right to reimbursement of expenses incurred by Consultant except as specified in Exhibit A to this Agreement.

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the Consultant maintains higher limits than the minimums shown above, the Department requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

**The Department, its elected and appointed officials, employees, and agents are to be covered as insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Department, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the Department, its elected and appointed officials, employees, or agents shall be excess of the Consultant's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the Department.

### ***Waiver of Subrogation***

Consultant hereby grants to Department a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Department by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Department has received a waiver of subrogation endorsement from the insurer.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Department. The Department may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Department.

### ***Verification of Coverage***

Consultant shall furnish the Department with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Department before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Department reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Special Risks or Circumstances***

Department reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

***Subcontractors:***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Department is an additional insured on insurance required from subcontractors.

Subcontractors agree to be bound to Consultant and Department in the same manner and to the same extent as Consultant is bound to Department under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the Department indemnity and insurance provisions will be furnished to the subcontractor upon request.



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** Bus & Equipment Purchase Order – Change Order No. 1

---

## **RECOMMENDATION**

Adopt a resolution authorizing a Change Order in the amount not to exceed \$100,000 with Bus & Equipment Incorporated (B&E) for fire apparatus inspections, servicing and repairs, for a total amount not to exceed \$300,000.

## **BACKGROUND**

On April 8, 2020, the San Mateo Consolidated Fire Department (Department) Board of Directors approved the Department's revised Purchasing Procedure Policy C-07, which requires Board approval for purchases exceeding \$100,000. Additionally, on July 8, 2020, the Board authorized the terms for an agreement with Bus & Equipment (B&E) for fire apparatus inspection, service, maintenance, and repairs in the amount not to exceed \$200,000. Since that time, staff has been monitoring expenditures associated with inspections, servicing, maintenance and repairs of fire apparatus through B&E, and based on what was expended, staff anticipates an additional \$100,000 in costs for a total amount not to exceed \$300,000 for the 2020-21 fiscal year.

## **ANALYSIS**

Due to the extraordinary fire season this year, staff anticipates expending an additional \$100,000 for fire apparatus inspections, servicing, and repairs with B&E for the remaining fiscal year. Approving this additional change order will bring the total amount not to exceed \$300,000. B&E is currently the only local provider for services associated with the inspection, servicing, and repairs of front-line and reserve fire apparatus for the Department. Their staff, which include diesel truck mechanics, have kept our fleet safe and operating properly. As a local resource, B&E has saved the Department time and money in personnel and fuel costs associated with delivering apparatuses for necessary repairs.

## **FISCAL IMPACT**

The adopted 2020-21 budget includes appropriations for apparatus maintenance and repair costs; thus, no additional budget appropriations are required.

## **ATTACHMENTS**

- A. Resolution
- B. Purchase Order
- C. Change Order No. 1

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT AUTHORIZING CHANGE ORDER NO. 1  
IN THE AMOUNT NOT TO EXCEED \$100,000 WITH BUS & EQUIPMENT  
INCORPORATED (B&E) FOR FIRE APPARATUS INSPECTIONS, SERVICING, AND  
REPAIRS**

---

WHEREAS, on April 8, 2020, the San Mateo Consolidated Fire Department Board of Directors approved the Department's revised Purchasing Procedure Policy C-07, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, on July 8, 2020, the Board authorized the terms for an agreement with B&E for fire apparatus inspection, service, maintenance, and repairs in the amount not to exceed \$200,000; and,

WHEREAS, staff has been monitoring expenditures associated with inspections, servicing, maintenance, and repairs of fire apparatus through B&E; and,

WHEREAS, based on year to date expenditures, staff anticipates an additional \$100,000 in costs for the remainder of fiscal year 2020-21; and,

WHEREAS, approving this change order will bring the total amount not to exceed \$300,000.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Authorize a Change Order in the amount not to exceed \$100,000 for Bus & Equipment Incorporated for fire apparatus inspections, servicing, and repairs.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Acting Board Secretary

---

Board President

APPROVED AS TO FORM:

---

William D. Ross, General Counsel





San Mateo Consolidated Fire Department

PROJECT

P.O. 56-00365

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

Contract Change Order No. 1

Distribution:
Purchasing Division,
Department File,
Contractor.

To: Bus & Equipment Repair
31 Karen Road
Belmont, CA 94002

Date: 02/23/2021
You are hereby directed to make the herein described changes from the
plans and specifications or do the following described work not included in
the plans and specifications on your contract.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and force
account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle
time.

DESCRIPTION OF WORK

San Mateo Consolidated Fire Department's FY 2020-2021 apparatus repairs and
maintenance as well as potential future maintenance provided by Bus & Equipment Repair.

Original POAR passed and adopted by Fire Board July 8, 2020 Resolution no. RES-2020-025

The blanket purchase order was originally set up with a limit of \$200,000.00. Increasing the
limit by \$100,000.00 will cover all expenditures for the remainder of the fiscal year.

Total cost of change not to exceed

STATEMENT OF ACCOUNT

Original Contract Price . . . . . \$200,000.00
Previous Change Orders . . . . . \$0.00

Total to date . . . . . \$200,000.00

This Change Order . . . . . \$100,000.00

Revised Contract Price . . . . . \$300,000.00
Approved

By Fire Chief Ray Iverson

Signature \_\_\_\_\_

Department: San Mateo Consolidated Fire Department

We, the undersigned contractor, have given careful consideration to the change
proposed and hereby agree, if this proposal is approved, that we will provide all
equipment, furnish all materials, except as may otherwise be noted above, and
perform all services necessary for the work above specified, and will accept as
full payment therefore for the prices shown above.

By reason of this proposed change \_\_\_\_\_ days extension of time will be allowed.

Accepted, Date \_\_\_\_\_
Contractor \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** L.N. Curtis & Sons Purchase Order - Change Order No. 1

---

## **RECOMMENDATION**

Adopt a resolution authorizing a Change Order in the amount not to exceed \$150,000 with L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear and supplies, for a total amount not to exceed \$450,000.

## **BACKGROUND**

On April 8, 2020, the San Mateo Consolidated Fire Department (Department) Board of Directors approved the Department's revised Purchasing Procedure C-07, which requires Board approval for purchases exceeding \$100,000. Additionally, on July 8, 2020, the Board approved a purchase order with L.N. Curtis & Sons in the amount not to exceed \$300,000. Since that time, staff has been monitoring expenditures associated with fire suppression equipment, safety gear and supplies, and based on what was expended, staff anticipates an additional \$150,000 in costs for a total amount not to exceed \$450,000 in purchases for fiscal year 2020-21.

## **ANALYSIS**

L.N. Curtis & Sons is an exclusive provider of firefighter gear and fire safety equipment in Northern California, and they are the only vendor on the west coast that meets the Department's specifications for certain fire equipment. Purchases are made throughout the year as required to meet staffing needs and include items such as personal protective equipment (PPE) including turnouts, wildland gear, goggles, gloves and helmets, small tools and equipment, and other fire related supplies.

## **FISCAL IMPACT**

The adopted 2020-21 budget includes appropriations for fire suppression equipment, safety gear and supplies; thus, no additional budget appropriations are required.

## **ATTACHMENTS**

- A. Resolution
- B. Purchase Order
- C. Change Order No. 1

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING CHANGE ORDER NO. 1 IN THE AMOUNT NOT TO EXCEED \$150,000 WITH L.N. CURTIS & SONS FOR THE PURCHASE OF FIRE SUPPRESSION EQUIPMENT, SAFETY GEAR AND SUPPLIES**

WHEREAS, on April 8, 2020, the San Mateo Consolidated Fire Department Board of Directors approved the Department's revised Purchasing Procedure C-07, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, on July 8, 2020, the Board approved a purchase order with L.N. Curtis & Sons in the amount not to exceed \$300,000; and,

WHEREAS, staff has been monitoring expenditures associated with fire suppression equipment, safety gear and supplies; and,

WHEREAS, based on year to date expenditures, staff anticipates an additional \$150,000 in costs for the remainder of fiscal year 2020-21; and,

WHEREAS, approving this change order will bring the total amount not to exceed to \$450,000.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Authorize a Change Order in the amount not to exceed \$150,000 with L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear and supplies.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Acting Board Secretary

---

Board President

APPROVED AS TO FORM:

---

William D. Ross, General Counsel



**SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

330 West 20th Avenue  
San Mateo, CA 94403

<b>DATE</b>	<b>PO NUMBER</b>
8/4/2020	56-00380

**VENDOR:** 13000079  
L N CURTIS & SONS  
1800 PERALTA ST.  
OAKLAND, CA 94607

**SHIP TO:** SAN MATEO CONSOLIDATED FIRE D  
ATTN:SAN MATEO CONSOLIDATED FI  
1040 EAST HILLSDALE BLVD.  
FOSTER CITY, CA 94404

**FOB Point:**

**Terms:** AP Net Invoice Due in 30 Days

**BILL TO:** SAN MATEO CONSOLIDATED FIRE D  
SAN MATEO CONSOLIDATED FIRE D  
1040 EAST HILLSDALE BLVD  
FOSTER CITY, CA 94404

**Req. Del. Date:**

**Contact:** BRANDY JOHNSON (510) 268-3353

**REQ NUMBER:** 56-000000386

**Special Inst:** Please do not mail.

Quantity	Unit	Description	Unit Price	Ext. Price
		BLANKET PURCHASE ORDER FY 2020/2021 Firefighter gear and fire safety equipment. Resolution 2020-026 signed 4/8/2020. NTE: \$300,000.00		0.00
		Sales tax charged at a rate of 9.25%, 9.50%, or 9.75% for Foster City, San Mateo, or Belmont respectively.		0.00

**Terms And Conditions**

- 1. All claims for labor or material furnished must be filed within 30 days.
- 2. All packages, cartons or other containers must be plainly marked with the purchase order number.
- 3. All purchases F.O.B. destination unless otherwise specified on bid or purchase order.
- 4. The right is reserved to purchase in the open market and to charge the difference to the vendor in the event that deliveries are not made in the time specified in the bid or contract.

- 5. Whenever a delivery is rejected the vendor shall be notified and shall be given the reason for the rejection. All rejected deliveries shall be held at the vendors risk and he shall bear the expense of removal.
- 6. The San Mateo Consolidated Fire Department will not be responsible for articles furnished officials or employees without a purchase order signed by the authorized purchasing agent.

<b>SUBTOTAL</b>	0.00
<b>TAX</b>	0.00
<b>FREIGHT</b>	0.00
<b>TOTAL</b>	0.00

Account Number	Project Number	Amount	Account Number	Project Number	Amount

Authorized Signature

DEPARTMENT COPY



San Mateo Consolidated Fire Department

PROJECT

P.O. 56-00380

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

Contract Change Order No. 1

Distribution:
Purchasing Division,
Department File,
Contractor.

To: L N Curtis & Sons
1800 Peralta Street
Oakland, CA, 95607

Date: 02/19/2021
You are hereby directed to make the herein described changes from the
plans and specifications or do the following described work not included in
the plans and specifications on your contract.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and force
account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle
time.

DESCRIPTION OF WORK

San Mateo Consolidated Fire Department's firefighter gear and fire safety equipment is
purchased through L.N. Curtis & Sons. They are an exclusive provider of firefighter gear and
fire safety equipment in Northern California, and they are the only vendor on the West Coast
that meets the San Mateo Consolidated Fire Department's specifications for certain fire
equipment.

Original POAR passed and adopted by Fire Board July 8, 2020 Resolution no. RES-2020-
026.

The blanket purchase order was originally set up with a limit of \$300,000. Increasing limit by
\$150,000 will cover expenditures for the remainder of fiscal year 2020-21.

Total cost of change not to exceed

STATEMENT OF ACCOUNT

Original Contract Price . . . . . \$300,000
Previous Change Orders . . . . . \$0.00
Total to date . . . . . \$300,000

This Change Order . . . . . \$150,000

Revised Contract Price . . . . . \$450,000
Approved

By Fire Chief Ray Iverson

Signature

Department: San Mateo Consolidated Fire Department

We, the undersigned contractor, have given careful consideration to the change
proposed and hereby agree, if this proposal is approved, that we will provide all
equipment, furnish all materials, except as may otherwise be noted above, and
perform all services necessary for the work above specified, and will accept as
full payment therefore for the prices shown above.

By reason of this proposed change \_\_\_ days extension of time will be allowed.

Accepted, Date \_\_\_\_\_
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** County of San Mateo Office of Emergency Services - Chief Officer Services Agreement

---

## **RECOMMENDATION**

Adopt a resolution authorizing the Fire Chief to negotiate the terms and execute a two-year agreement with the County of San Mateo Office of Emergency Services for Chief Officer Services.

## **BACKGROUND**

Since July 2018, the City of San Mateo had been providing a full-time Battalion Chief position through an agreement with the County of San Mateo. Following the commencement of operations of San Mateo Consolidated Fire (SMC Fire) on January 13, 2019, the Fire Board of Directors authorized the assignment of these services from the City of San Mateo to SMC Fire at its April 10, 2019 Board meeting. The agreement was then renewed for a one-year term at its May 6, 2020 Board meeting.

This position has been specifically tasked with working within the County Manager's Office of Emergency Services (OES) to assist with, amongst other things, planning, developing, implementing, and administering county-wide policies and programs related to emergency management, and acting as a liaison between OES and the San Mateo County Fire Chiefs Association. This position had been offered to all fire agencies within San Mateo County and was filled through a competitive process based on fire personnel who have expressed interest in the position.

## **ANALYSIS**

The current agreement reimburses the salary and benefits of a full-time Battalion Chief position for the period of July 1, 2020 through June 30, 2021. SMC Fire recognizes the benefits of continuing this partnership and is proposing a new agreement with a Chief Officer for two years, from July 1, 2021 through June 30, 2023. It is anticipated that the payment will be approximately 75% of the total compensation for a designated Chief Officer position, but since it is being filled by a Battalion Chief from SMC Fire, it will fully cover the cost of that position.

The County-wide Emergency Services Joint Powers Authority (CES-JPA), which is comprised of a Council Member from each of the 20 member cities and a County Supervisor, will meet in June to adopt its FY 2021-22 Emergency Services JPA budget, which includes the above referenced funding. Once the agreement is finalized, it will be presented to the San Mateo County Board of Supervisors for approval.

**FISCAL IMPACT**

Revenue in the amount of \$251,430.36 for year one and \$258,757.27 for year two will be received by SMC Fire and will offset 75% of the cost of the Chief Officer assigned to this position.

**ATTACHMENTS**

- A. Resolution
- B. Proposed Agreement

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT AUTHORIZING THE FIRE CHIEF TO  
NEGOTIATE THE TERMS AND EXECUTE AN AGREEMENT WITH THE COUNTY  
OF SAN MATEO FOR CHIEF OFFICER SERVICES**

---

WHEREAS, since July 2018 the City of San Mateo had been providing Fire Battalion Chief services through an agreement with the County of San Mateo; and,

WHEREAS, on April 10, 2019, the Fire Board of Directors adopted a resolution authorizing the assignment of this agreement from the City of San Mateo to the San Mateo Consolidated Fire Department (SMC Fire), which was then renewed at its May 6, 2020 Board meeting; and,

WHEREAS, this position has been tasked with working within the County Manager's Office of Emergency Services (OES) to assist with, amongst other things, planning, developing, implementing, and administering county-wide policies and programs; and,

WHEREAS, the current agreement reimburses the salary and benefits of a full-time Battalion Chief position for the period of July 1, 2020 through June 30, 2021; and,

WHEREAS, SMC Fire recognizes the benefits of continuing this partnership and is proposing to renew the agreement for two years, from July 1, 2021 through June 30, 2023; and,

WHEREAS, it is anticipated that the payment to SMC Fire will be approximately 75% of the total compensation for a designated Fire Chief Officer position as described in Exhibit B of the agreement.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Authorize the Fire Chief to negotiate the terms and execute an agreement with the County of San Mateo for Chief Officer Services.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Acting Board Secretary

---

Board President

APPROVED AS TO FORM:

---

William D. Ross, General Counsel

**AGREEMENT FOR CHIEF OFFICER SERVICES BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

This Agreement is entered into this 1st day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the San Mateo Consolidated Fire Department, hereinafter called "Contractor."

\* \* \*

Whereas, it is necessary and desirable that Contractor provide Chief Officer services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A-Services

Exhibit B-Payments and Rates

Exhibit C - Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973

**2. SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A

**3. PAYMENTS**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

**4. TERM**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2021, through June 30, 2023.**

**5. TERMINATION**

This Agreement may be terminated by Contractor or by the County or County's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this

Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. CONTRACT MATERIALS**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. RELATIONSHIP OF PARTIES**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. HOLD HARMLESS**

a. It is agreed that Contractor shall defend, hold harmless, and indemnify County and its officers, employees, agents, attorneys, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Contractor and/or its officers, employees, agents, and servants.

b. Contractor shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

c. It is agreed that County shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, attorneys, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County and/or its officers and employees.

d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

## **9. ASSIGNABILITY AND SUBCONTRACTING**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **10. INSURANCE**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval.

Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability insurance.....\$1,000,000 (c)
- Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. COMPLIANCE WITH LAWS**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance

with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its sub-contractors will adhere to all applicable provisions of

Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12 NON-DISCRIMINATION AND OTHER REQUIREMENTS**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to Contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### **f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California

Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all Contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and subcontractors as required under the Ordinance.

**13. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that

Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. RETENTION OF RECORDS; RIGHT TO MONITOR AND AUDIT**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. MERGER CLAUSE; AMENDMENTS**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. CONTROLLING LAW; VENUE**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. NOTICES**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

<i>In the case of County, to:</i> Daniel T. Belville, Director Office of Emergency Services 201 Winslow Redwood City, CA 94063 (650) 363-4118   <a href="mailto:debelville@smcgov.org">debelville@smcgov.org</a>	<i>In the case of Contractor, to:</i> Ray Iverson, Fire Chief San Mateo Consolidated Fire Department 1040 East Hillsdale Blvd. Foster City, CA 94404 (650) 522-7900   <a href="mailto:riverson@smcfire.org">riverson@smcfire.org</a>
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18. **ELECTRONIC SIGNATURE**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. **PAYMENT OF PERMITS/LICENSES**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

DRAFT

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CONTRACTOR: SAN MATEO CONSOLIDATED FIRE DEPARTMENT

\_\_\_\_\_  
Fire Chief Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief Name (please print)

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COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

\_\_\_\_\_  
By: Clerk of Said Board

**EXHIBIT A**  
**SERVICES**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

**1. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

- A. Assign a Chief Officer to the County Managers Office Operational Emergency Services to:
- 1.) Assist with planning, developing, implementing and administering Countywide policies and programs related to emergency management.
  - 2.) Assist with measuring program effectiveness and make recommendations for improvements.
  - 3.) Serve as a liaison with San Mateo County Fire Chiefs Association, including advisory and working committees involved in emergency preparedness and planning efforts.
  - 4.) Assist in developing, coordinating and leading emergency management drills and trainings.
    - a.) Evaluate emergency operation drills and trainings and make recommendations for improvement in operations and/or response.
  - 5.) Assist Countywide emergency response and preparedness agencies with analyzing, facilitating, and resolving emergency management issues.
    - a.) On a routine basis, assist with integrating and coordinating emergency planning and response activities with Federal, State and local agencies and organizations.
  - 6.) Assist with developing, training, coordinating, and implementing county-wide evacuation protocols agencies.
  - 7.) Participate in developing, updating and maintaining emergency management plans and policies. a.) Ensure collaboration with local stakeholders.
  - 8.) Assist with developing a strategic plan for County Manager's Office of Emergency Services (OES).
  - 9.) Serve as Fire Liaison with local fire agencies in the event of County REOC activation.
  - 10.) Upon request, assist County Staff with review of County General Plan Safety Element to ensure applicable analyses are up to date for designation of high fire severity zones.

**2. PERFORMANCE OBJECTIVES**

- A. Develop and routinely review specific workplan roles, guidelines, and responsibilities for the Chief Officer position.
- B. Develop a survey for stakeholders on the effectiveness of the Chief Officer position assigned to the County Manager's Office of Emergency Services (OES).
- C. Develop and conduct a series of unified command training exercises for law and fire agencies in San Mateo County.
- D. Assist with update of the Hazard Mitigation Plan throughout San Mateo County.
- E. Conduct hazard assessments for critical infrastructures to share with Hazmat, law and fire agencies to utilize for their jurisdictional response.
- F. Establish and maintain a formal leadership presence for the San Mateo County Fire Service and regional partners in the San Francisco Bay Area for the fire discipline.
- G. Attend monthly San Mateo County Fire Chiefs meetings and appropriate section meetings to provide updates and receive input.
- H. Meet with the Director of OES and designated SMCO Fire Chief regularly to check in and provide updates on workplan and receive direction.
- I. Develop and maintain a workplan that shall be approved by the Director of OES and SMCO Fire Chiefs.
- J. Respond to emergency scenes when dispatched or requested by the incident commander.

**3. OTHER TERMS**

- A. The parties understand that the assigned Chief Officer will be subject to San Mateo Consolidated Fire Department's (SMCFD) MOU, including leave time provisions as directed by SMCFD.
  - 1.) County will not ask the Chief Officer to perform duties that would violate SMCFD's MOU.
- B. The assigned Chief Officer will be provided a vehicle by the Contractor for business and emergency response and will be responsible for all associated costs. County shall be charged a monthly stipend of \$600.00 per month.

**EXHIBIT B**  
**PAYMENTS & RATES**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**1. AMOUNT AND METHOD OF PAYMENT.**

- A. It is anticipated that the payments by County to Contractor under this Agreement will be approximately 75% of the total compensation for the designated Chief Officer position. Accordingly, the parties have determined that the total amount of County's fiscal obligation that shall be paid to Contractor under this Agreement shall be the amounts set forth in subparts B and C, below. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.
- B. County will pay Contractor at a FIXED MONTHLY RATE based on the determined amount of \$251,430.36 for the following for year one:
- \$20,352.53 for salary & benefits associated with Chief Officer position.
  - \$600 for maintenance and servicing costs of contractor vehicle.
- C. County will pay Contractor at a FIXED MONTHLY RATE based on the determined amount of \$258,757.27 for the following for year two:
- \$20,963.11 for salary & benefits associated with Chief Officer position.
  - \$600 for maintenance and servicing costs of contractor vehicle.
- D. Invoicing Procedures.
- 1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:
- Agreement number
  - Time period covered
  - Detailed statement of services/work completed for the invoiced period
- E. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall be **\$ 251,430.36.00 for year one and \$258,757.27 for year two**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

**EXHIBIT C**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45

C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Fire Chief Ray Iverson

Name of Contractor(s): San Mateo Consolidated Fire Department

Street Address or P.O. Box: 1040 East Hillsdale Boulevard

City, State, Zip Code: Foster City, CA 94404

I certify that the above information is complete and correct to the best of my knowledge

Signature: Title  
of Authorized Official:  
Date:

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



## STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** Fiscal Year (FY) 2020 Fire Prevention and Safety (FP&S) Grant

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### **RECOMMENDATION**

Adopt a resolution in support of staff's application for grant funds via the 2020 Fire Prevention and Safety (FP&S) Grant for the purpose of funding to create an income and age based wildfire mitigation assistance fund to help with compliance for our low-income and elderly landowners.

### **BACKGROUND**

The purpose of the 2020 FP&S Grant is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting with fire prevention programs and supporting firefighter health and safety research and development. Grant funds are available in two activities:

- Fire Prevention and Safety Activity
- Research and Development Activity

### **ANALYSIS**

San Mateo Consolidated Fire (SMC Fire) has actively sought grant funding to support wildfire risk reduction education and enforcement efforts in 2018 through the Hazard Mitigation Grant Program, and again in 2019 through the Pre-Disaster Mitigation Program. Both applications were turned down due to the substantial number of other applicants in the State of California vying for similar wildfire mitigation projects following several years of increasingly devastating wildfires. On September 2, 2020, SMC Fire was fortunate to secure FY19 FP&S funding to implement a wildfire risk education and outreach campaign to educate the community about wildfire risk, mitigation practices, and local ordinances. During many of our community workshops over the past year, residents were supportive of the SMC Fire's efforts to educate and enforce code violations; however, some expressed concerns regarding homeowners' physical ability to mitigate their properties due to age, disability, or their ability to pay a contractor to provide mitigation assistance due to limited fixed incomes. SMC Fire heard this concern and is now seeking funding to create an income and age-based wildfire mitigation assistance fund to help with compliance for our low-income and elderly landowners.

**FISCAL IMPACT**

If the 2020 FP&S Grant is awarded, Fire Board approval is requested to appropriate the following:

Federal Share	\$74,428.57
Non-Federal Share	\$3,571.43
<b>Grand Total</b>	<b>\$75,000.00</b>

SMC Fire's non-federal share match of \$3,571.43 will be funded through the Public Education Fund in the Fire Protection and Life Safety operating budget.

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT SUPPORTING APPLICATION FOR FUNDS  
VIA THE 2020 FIRE PREVENTION AND SAFETY (FP&S) GRANT AND BUDGET  
AUTHORIZING BUDGET APPROPRIATION IF AWARDED**

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WHEREAS, the 2020 FP&S Grant is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting with fire prevention programs and supporting firefighter health and safety research and development; and,

WHEREAS, grant funds are available in two activities: Fire Prevention and Safety Activity and Research and Development Activity; and,

WHEREAS, on September 2, 2020, the San Mateo Consolidated Fire Department (SMC Fire) secured FY19 FP&S funding to implement a wildfire risk education and outreach campaign to educate the community about wildfire risk, mitigation practices, and local ordinances; and,

WHEREAS, SMC Fire is now seeking funding to create an income and age-based wildfire mitigation assistance fund to help with compliance for our low-income and elderly landowners.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Adopt a resolution in support of staff's application for grant funds via the 2020 Fire Prevention and Safety (FP&S) Grant for the purpose of funding to create an income and age based wildfire mitigation assistance fund to help with compliance for our low-income and elderly landowners.
2. If the FP&S grant is awarded, accept and appropriate grant funding to the SMC Fire budget in the Fire Protection and Life Safety Fund in the amount of \$75,000.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Acting Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** **2020 Assistance to Firefighters Grant (AFG) Application – Self-Contained Breathing Apparatus (SCBA)**

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## **RECOMMENDATION**

Adopt a resolution in support of staff's application for grant funds via the 2020 Assistance to Firefighters Grant (AFG) for the purpose of funding new Self-Contained Breathing Apparatus' (SCBA) and support equipment.

## **BACKGROUND**

The purpose of the 2020 AFG Grant is to provide funding directly to fire departments for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. The San Mateo Consolidated Fire Department (SMC Fire) partnered with Central County Fire Department (CCFD) in recognizing the need to acquire new Self-Contained Breathing Apparatuses (SCBA) and support equipment for their respective agencies. Together we are submitting for grant funds to cover the costs.

## **ANALYSIS**

As a component to the grant application and based on this need, personnel from both agencies have met to prepare content, gather statistical data, and collaborate on the development of a written narrative in preparation for applying for this grant. Additionally, each agency has obtained quotes from their respective vendors and identified and agreed upon specifications associated with this project. Based on this needs assessment, the percent allocation of equipment to be dispersed will be approximately 60% for the SMC Fire and 40% for CCFD. This same allocation will be utilized for the 10% cost share. Through this grant, 88 SCBAs will replace existing frontline SCBAs that are 10+ years of age and a minimum of 2 National Fire Protection Association (NFPA) cycles. The 210 additional face pieces will provide enough individually assigned face pieces to each of the operational members required to use the equipment. The SCBAs and the face pieces will also bring the departments into compliance with 2018 NFPA standards as well as Occupational Safety and Health Administration (OSHA) standards.

<b>Item</b>	<b>SMC Fire</b>	<b>CCFD</b>	<b>Total</b>
Harnesses	57	31	88
45-minute cylinders	57	31	88
Spare cylinders	57	31	88
Face pieces	130	80	210

**FISCAL IMPACT**

If the AFG grant is awarded, Fire Board approval is requested to appropriate the following:

	<b>SMC Fire</b>	<b>CCFD</b>	<b>Total</b>
Federal Share	\$547,025.18	\$305,342.33	\$852,367.51
Non-Federal Share	\$54,702.52	\$30,534.23	\$85,236.75
<b>Grand Totals</b>	<b>\$601,727.70</b>	<b>\$335,876.56</b>	<b>\$937,604.26</b>

SMC Fire’s non-federal share match of \$54,702.52 will come from the Equipment Replacement Fund for SCBAs. Furthermore, if awarded, Board approval is requested to authorize the Fire Chief to approve all purchase orders associated with the grant.

**ATTACHMENTS**

- A. Resolution

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT SUPPORTING APPLICATION FOR FUNDS  
VIA THE 2020 ASSISTANCE TO FIREFIGHTERS GRANT AND AUTHORIZING  
BUDGET APPROPRIATION IF AWARDED**

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WHEREAS, the 2020 AFG Grant is to provide funding directly to fire departments for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards; and,

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) and Central County Fire Department (CCFD) have recognized the need for acquiring new Self-Contained Breathing Apparatuses (SCBA) and support equipment for their respective agencies; and,

WHEREAS, personnel from both agencies have met to prepare content, gather statistical data, and collaborate on the development of a written narrative in preparation for applying for this grant; and,

WHEREAS, if the AFG Grant is awarded, SMC Fire and CCFD are required to match 10% of the federal funds with non-federal monies; and,

WHEREAS, based on this needs assessment, the percent allocation of equipment to be dispersed will be approximately 60% for the SMC Fire and 40% for CCFD. This same allocation will be utilized for the 10% cost share; and,

WHEREAS, through this grant, 88 SCBAs will replace existing frontline SCBAs that are 10+ year. Additionally, 210 face pieces will provide enough individually assigned face pieces to each member required to use the equipment.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Adopt a resolution in support of staff's application for grant funds via the 2020 Assistance to Firefighters Grant (AFG) for the purpose of funding new Self-Contained Breathing Apparatuses (SCBA) and support equipment.
2. If the AFG grant is awarded, accept and appropriate grant funding to the SMC Fire budget in the total amount of \$601,727.70, including SMC Fire's proportionate share of the 10% cost share, and authorize the Fire Chief to approve all purchase orders associated with the grant.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Acting Board Secretary

---

Board President

APPROVED AS TO FORM:

---

William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** **Community Emergency Response Team Donation**

---

## **RECOMMENDATION**

Adopt a resolution restricting the \$20,000 donation received for the San Mateo Consolidated Fire Department Community Emergency Response Team (CERT).

## **BACKGROUND**

Tim Wong was a valued CERT member who initially joined the Belmont CERT program in 2012 and dedicated his life to the program until he passed away in March 2020. He was a prominent, skilled, and active CERT member who continued to dedicate his time and skills to helping the CERT program even while battling cancer. Tim was highly respected in the community and represents the ideal volunteer whose contributions have led to the success of the CERT program and building resilience in the community.

On December 17, 2020, Fire Chief Ray Iverson formally accepted a \$20,000 donation from Tim Wong's family, which is specifically designated for the CERT Program. On February 23, 2021, the Department honored him by creating a "Tim Wong Volunteer Award" to be awarded to any volunteer of the Department for an outstanding contribution to the Department or to the community on behalf of the Department.

## **FISCAL IMPACT**

The \$20,000 donation will be restricted by resolution of the Board of Directors in the current fiscal year, and appropriated in the proposed 2021-22 budget.

## **ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT RESTRICTING \$20,000 DONATION RECEIVED FOR THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT COMMUNITY EMERGENCY RESPONSE TEAM (CERT)**

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WHEREAS, on December 17, 2020, Fire Chief Ray Iverson formally accepted a \$20,000 donation from Tim Wong's family which is specifically designated for the CERT Program; and,

WHEREAS, the \$20,000 donation will be appropriated in the San Mateo Consolidated Fire Department CERT Division operating budget in proposed fiscal year 2021-22.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. The \$20,000 donation will be restricted by resolution of the Board of Directors in the current fiscal year, and appropriated in the proposed 2021-22 budget

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Acting Board Secretary

\_\_\_\_\_  
Board President

APPROVED AS TO FORM:

\_\_\_\_\_  
William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** City of San Mateo Agreement for Finance and Human Resources Services

---

## **RECOMMENDATION**

Adopt a resolution approving a the renewal of the agreement with the City of San Mateo for Finance and Human Resources services for a 5-year term ending on June 30, 2026.

## **BACKGROUND**

In preparation for the commencement of operations on January 13, 2019, the San Mateo Consolidated Fire Department (SMC Fire) entered into an agreement with the City of San Mateo (San Mateo) on November 9, 2018, for Finance, Human Resources, and Information Technology services (2018 Agreement). Under the 2018 Agreement, SMC Fire agreed to pay San Mateo \$345,000 for fiscal year 2018-19 (January 1-June 30), and \$690,000 in fiscal year 2019-20 for Finance and Human Resources services. Information Technology services were associated with digital mapping provided on an “as-needed” basis at a rate of \$85.00 per hour.

On April 8, 2020, SMC Fire identified that the Information Technology digital mapping services were no longer necessary due to the availability of personnel and resources internal to the organization. Under the current agreement, San Mateo continues to provide Finance and Human Resources service to SMC Fire in the amount of \$717,600 in fiscal year 2020-21.

## **ANALYSIS**

Under the newly proposed five-year agreement, San Mateo will continue to provide the following Finance and Human Resources services to SMC Fire during fiscal years 2021-26 to ensure continuity of operations.

- **Finance**

General Ledger, accounts payable, accounts receivable, purchasing, payroll, cashiering, business licensing – which includes monitoring and collecting information on new business that will require fire inspections and billing for fees, banking and treasury, and budgeting.

- **Human Resources**

Recruitment, classification and compensation, benefits, leave of absence, workers compensation, Americans with Disabilities (ADA), employee transactions, employee relations, training, compliance, and contract management.

**FISCAL IMPACT**

Staff has allocated funding for these services in the fiscal year 2021-22 budget in the amount of \$746,304. This is a 4% increase from the current agreement which corresponds to the Finance and Human Resources personnel cost increase in San Mateo. The 5-year term ending on June 30, 2026 will include a 4% annual increase.

Fiscal Year (FY)

FY 2021-22:	\$746,304.00
FY 2022-23:	\$776,156.16
FY 2023-24:	\$807,202.41
FY 2024-25:	\$839,490.50
FY 2025-26:	\$873,070.12

**ATTACHMENTS**

- A. Resolution
- B. Draft Agreement

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED (SMC) FIRE DEPARTMENT APPROVING A NEW AGREEMENT WITH THE CITY OF SAN MATEO FOR FINANCE AND HUMAN RESOURCES SERVICES FOR A 5-YEAR TERM ENDING ON JUNE 30, 2026**

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WHEREAS, WHEREAS, in preparation for the commencement of operations on January 13, 2019, SMC Fire entered into an agreement with the City of San Mateo (“San Mateo”) on November 5, 2018, for Finance, Human Resources, and Information Technology services; and,

WHEREAS, under the agreement, SMC Fire agreed to pay San Mateo \$345,000 for fiscal year 2018-19 (January 1 – June 30), \$690,000 in fiscal year 2019-20, and \$717,600 in fiscal year 2020-21 for Finance and Human Resources services; and,

WHEREAS, services associated with Information Technology digital mapping was provided on an as needed basis at a rate of \$85 per hour; and,

WHEREAS, under this newly proposed agreement, San Mateo will continue to provide Finance and Human Resources services to SMC Fire during fiscal years 2021-26; and,

WHEREAS, SMC Fire has identified that the services provided by San Mateo for Information Technology digital mapping services is no longer necessary due to the availability of personnel and resources internal to the organization; and,

WHEREAS, staff has allocated funding for these services in the fiscal year 2021-22 budget in the amount of \$746,304, which represents a 4% increase from the current agreement. The new agreement contemplates a 5-year term, with a 4% increase in the annual rate each year (\$746,304 in FY2021/22; \$776,156 in FY 2022/23; \$807,202 in FY 2023/24; \$839,490 in FY 2024-25; and \$873,070 in FY 2025-26); and,

WHEREAS, this increase corresponds to the Finance and Human Resources personnel cost increase in San Mateo.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Approval of a renewing the agreement with the City of San Mateo for Finance and Human Resources services for a 5-year term ending on June 30, 2026.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Acting Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel

**AGREEMENT WITH THE CITY OF SAN MATEO  
FOR FINANCE AND HUMAN RESOURCES SERVICES**

This Agreement, made and entered into this day of \_\_\_\_\_, by and between the **SAN MATEO CONSOLIDATED FIRE DEPARTMENT** ("SMCFD") a joint powers authority existing under the laws of the State of California ("SMCFD"), and the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), whose address is 330 W. 20<sup>th</sup> Avenue, San Mateo, California 94403.

**RECITALS:**

A. SMCFD desires certain Finance and Human Resources services hereinafter described.

B. SMCFD desires to engage CITY to provide these services by reason of its qualifications and experience for performing such services and CITY has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CITY under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

**SECTION 2 - DUTIES OF CITY**

CITY shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CITY under this Agreement. CITY shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CITY represents that it is qualified to furnish the services described under this Agreement.

CITY shall be responsible for employing or engaging all persons necessary to perform these consultant services.

**SECTION 3 - DUTIES OF SMCFD**

SMCFD shall provide pertinent information regarding its requirements for Finance and Human Resources services from the CITY.

SMCFD shall examine documents submitted by CITY and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CITY'S work.

#### **SECTION 4 - TERM**

The services to be performed under this Agreement shall commence on July 1, 2021 and be completed on or about June 30, 2026.

#### **SECTION 5 - PAYMENT**

Payment shall be made by SMCFD only for services rendered and upon submission of a payment request upon completion and SMCFD approval of the work performed as set forth in Exhibit B.

#### **SECTION 6 - TERMINATION**

Without limitation to such rights or remedies as either party shall otherwise have by law, either party shall have the right to terminate this Agreement or suspend work for any reason, upon sixty (60) days' written notice. CITY agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon SMCFD'S payment of the amount required to be paid, documents become the property of SMCFD, and CITY shall transfer them to SMCFD upon request without additional compensation.

#### **SECTION 7 - OWNERSHIP OF DOCUMENTS**

All documents prepared by CITY in the performance of this Agreement, although instruments of professional service, are and shall be the property of SMCFD, whether the project for which they are made is executed or not.

#### **SECTION 8 - CONFIDENTIALITY**

All reports and documents prepared by CITY in connection with the performance of this Agreement are confidential until released by SMCFD to the public or as required by law. CITY shall not make any such documents or information available to any individual or organization not employed by CITY or SMCFD without the written consent of SMCFD before any such release.

#### **SECTION 9 - INTEREST OF CONSULTANT**

CITY covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

## **SECTION 10 - INDEMNITY**

SMCFD agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CITY'S performance of this Agreement, except those claims arising out of CITY's the sole negligence or willful misconduct of CITY, its elected and appointed officials, employees, and agents. SMCFD agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims, except those claims arising out of the negligence or willful misconduct of CITY, its elected and appointed officials, employees, and agents.

To the fullest extent allowed by law, CITY hereby agrees to defend, indemnify, and save harmless the SMCFD, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, the SMCFD, its boards, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CITY, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CITY to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CITY to indemnify the SMCFD, its boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CITY's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

## **SECTION 11 - NON-ASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CITY and cannot be transferred, assigned, or subcontracted by CITY without the prior written consent of SMCFD.

## **SECTION 12 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT**

It is mutually understood and agreed by and between the parties hereto that CITY is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that SMCFD relies upon the skill of CITY to do and perform the work with the care and skill ordinarily used by professionals practicing under similar conditions and consistent with generally accepted practices of such professions, and CITY agrees to thus perform the work. The acceptance of CITY'S work by SMCFD does not operate as a release of CITY from said obligation.

### **SECTION 13 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

### **SECTION 14 - SEVERABILITY**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

### **SECTION 15 - COSTS AND ATTORNEY FEES**

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

### **SECTION 16 - NON-DISCRIMINATION**

CITY warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither SMCFD nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

### **SECTION 17 - MEDIATION**

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

**SECTION 18 - NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To SMCFD: Fire Chief Ray Iverson  
San Mateo Consolidated Fire Department  
1040 East Hillsdale Blvd  
Foster City CA 94404

To CONSULTANT: Casey Echarte, Human Resources Director  
City of San Mateo Human Resources Department  
330 West 20<sup>th</sup> Ave  
San Mateo CA 94403

**SECTION 19 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between SMCFD and CITY and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both SMCFD and CITY.

**SECTION 20 - AUTHORITY TO ENTER INTO AGREEMENT**

SMCFD has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**SECTION 21 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, SAN MATEO CONSOLIDATED FIRE DEPARTMENT and CITY OF SAN MATEO have executed this Agreement the day and year first above written.

SAN MATEO CONSOLIDATED FIRE DEPT

CITY OF SAN MATEO

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Joe Goethals, Chair  
Board of Directors

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Eric Rodriguez, Mayor

**Attachments:**

- Exhibit A: Scope of Services
- Exhibit B: Payment Schedules

DRAFT

## EXHIBIT A

### SCOPE OF SERVICES

#### FINANCE

- **General Ledger**
  - Month-end closing and reconciliations
  - Record and monitor fixed assets
  - Review and analyze revenue/expenditure accounts prior to year-end closing
  - Interface with independent auditors – prepare Comprehensive Annual Financial Report, State Controller’s reporting and other required reporting
- **Accounts Payable**
  - Regular vendor processing of vendor checks
  - Vendor master file maintenance
  - Annual 1099 issuance
- **Purchasing**
  - Requisitioning/purchase order issuance
  - Change orders
  - Contracts/RFP
  - Credit Card issuance/monitoring
  - Office Depot account setup (if necessary)
- **Payroll**
  - Bi-weekly payroll processing – issue checks/direct deposits
  - CalPERS reporting
  - Bi-weekly accounts payable associated with benefits and deductions
  - Maintain and report benefit plans to contracted benefit providers, including but not limited to 457, RHS, 401(a), union dues.
  - Quarterly federal/state tax filing
  - State Controller’s reporting
  - Public records requests as related to earnings
  - Employee change requests and records maintenance
  - EDEN time keeping and shift/FLSA maintenance
  - Annual W-2 issuance
- **Accounts Receivable**
  - Issue/monitor billings for inspection and other fire services
  - Monitor and manage collection of unpaid bills
  - Process payments received
- **Cashiering**
  - Maintain deposits for all over the counter payments
  - Manage uncollected fees (Non-Sufficient Funds)
- **Business Licensing**
  - Collect/monitor incoming businesses for fire inspection fees

- **Treasury/Banking**
  - Maintain liquidity and general cash management needs
  - Invest/monitor any available funds as necessary
  - Maintain bank account functionality
  
- **Budget**
  - Personnel costing (interpretation of MOUs, PERS calculations, assumptions)
  - Internal service collections and financial plans
  - Building maintenance allocations
  - Indirect cost allocations
  - Replacement funding and financial plan
  - Fire Prevention Special Revenue Fund financial plan
  - Budget monitoring and appropriation support
  - Budget development planning; coordination of budget training, budget entries, performance metrics, additional service level impacts and inclusion into the budget; budget document presentation

## **HUMAN RESOURCES**

- **Recruitment**
  - Oversee recruitments (e.g., sourcing, posting, advertising, receiving applications, coordinating the testing process in accordance with the SMCFD Personnel Rules & Regulations)
  - Coordinate hiring (e.g., receive conviction history; review convictions information with the Fire Chief for a determination; assist the SMCFD with scheduling medical exams; preparing offer letters; completing new hire paperwork)
  
- **Classification & Compensation**
  - Create new classifications and recommend compensation
  - Update job specifications
  - Conduct compensation surveys
  
- **Benefits**
  - Oversee SMCFD employee enrollment in benefits plans, and process employee changes
  - Educate new and ongoing SMCFD employees about their benefits and answer questions
  - Reconcile vendor bills for SMCFD payment
  - Compile and send census reports to vendors
  - Confirm SMCFD employee eligibility to providers as needed
  - Implement changes to benefit plans as negotiated by the SMCFD
  - Handle Affordable Care Act compliance and annual reports
  - Administer COBRA claims
  
- **Leave of Absence**
  - Educate SMCFD employees about the process and answer questions
  - Ensure medical certifications are received and acted upon
  - Ensure FMLA paperwork is processed timely
  - Track Leaves of Absence for status updates

- **Workers' Compensation**
  - Assist SMCFD employees / retirees with obtaining resources and resolving problems
  - Communicate with SMCFD administration regarding the status of work restrictions
  - Liaison with Third Party Administrator
  - Review vendor bills for SMCFD payment
  
- **Americans with Disabilities (ADA) Act**
  - Oversee the medical certification process for potentially eligible SMCFD employees
  - Determine eligibility for coverage under the ADA
  - Conduct the interactive process between SMCFD and an eligible employee to determine if reasonable accommodations are possible
  - Document the decision and communicate the outcome to appropriate parties
  
- **Employee Transactions**
  - Process Human Resources Information Systems transactions (e.g., new hires, promotions, MOU salary increases, salary step increases, temporary upgrade pay, differentials, separations)
  
- **Employee Relations**
  - Provide guidance to SMCFD administration regarding:
    - performance management
    - corrective / disciplinary action
    - workforce planning / employee engagement
  
- **Training**
  - Monitor SMCFD employee compliance with required training (e.g. AB1825 Harassment, Blood-Borne Pathogens, work-specific courses)
  - Inform SMCFD administration of training opportunities available to employees for a fee from the cities served by the SMCFD (e.g., Interest-Based Negotiations)
  
- **Compliance**
  - Ensure required employment posters are displayed in every SMCFD location, and are updated as required
  - Review all HR-related SMCFD Policies on an annual basis and recommend revisions
  - Consult with the SMCFD contracted attorney as needed on HR-related issues
  
- **Contract Management**
  - Conduct Requests for Proposals in accordance with SMCFD policy for vendors that support the above human resources-related functions
  - Confirm that the chosen vendors are meeting their performance measures
  - Communicate to the SMCFD administration if vendors are not adequately performing

**EXHIBIT B**

**PAYMENT SCHEDULES**

In consideration for the full performance of the Finance and Human Resources services set forth in Exhibit A, SMCFD agrees to pay CITY a fee in the amounts as listed under this agreement:

Fiscal Year (FY) 2021-22:	\$	746,304.00
FY 2022-23:	\$	776,156.16
FY 2023-24:	\$	807,202.41
FY 2024-25:	\$	839,490.50
FY 2025-26:	\$	873,070.12

The City will invoice SMCFD on a quarterly basis for 25 percent of the annual fee amount on or about July 1, October 1, January 1, and April 1 of the fiscal year. Payment will be due within 30 days of the invoice date. The 5-year term ending on June 30, 2026 will include a 4% annual increase.

DRAFT



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Rich Lee, Treasurer

**Meeting Date:** April 14, 2021

**Subject:** Fiscal Year 2020-21 Budget Update and Fiscal Year 2021-22 Budget Preview

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## **RECOMMENDATION**

Receive the fiscal year 2020-21 budget update and fiscal year 2021-22 budget preview.

## **BACKGROUND/ANALYSIS**

### **GENERAL FUND**

#### *Fiscal Year 2020-21 Budget Update*

The General Fund amended 2020-21 budget assumes \$42.7 million in total revenue. Based on year-to-date revenues, General Fund total revenues are estimated to be \$43.7 million. The \$1.0 million of favorable variance largely reflects reimbursement from the California Governor's Office of Emergency Services (Cal OES) for San Mateo Consolidated Fire Department's (SMC Fire) incurred costs in responding to mutual aid events.

The General Fund amended 2020-21 budget assumed \$42.7 million in total expenditures. Based on year-to-date expenditures, General Fund total expenditures are estimated to be \$42.8 million. The \$0.1 million in unfavorable variable largely represents overtime costs incurred in responding to mutual aid events. If the current year-end estimates come to fruition, the General Fund will generate a net gain of \$0.8 million. This result falls short of the \$1.0 million target that SMC Fire has committed to meet in order to provide financial relief to the member agencies. As such, SMC Fire will be identifying \$0.2 million in expenditure reductions in order to deliver upon that commitment. Once SMC Fire's year-end results become clearer in June 2021, SMC Fire will be able to issue the pro rata credits to member agencies.

Based on the estimated break even year-end results, the General Fund will end the current fiscal year with \$1.4 million in fund balance – which is 3.2% of budgeted expenditures. While this amount is short of the 25% reserve policy, the intent is to achieve the targeted reserve amount gradually, rather than immediately, to avoid putting undue fiscal pressure on the member agencies. In addition, staff will continue to evaluate the appropriateness of the current reserve policy of 25%, and determine the prudence of lowering the reserve target to keep more resources with the member agencies rather than SMC Fire.

#### *Fiscal Year 2021-22 Budget Preview*

By design, the proposed 2021-22 budget for the General Fund is balanced, with total revenues and total expenditures of \$43.0 million. The majority of the latter is comprised of \$38.0 million in salaries and benefits, and includes negotiated increases in compensation with the San Mateo County Firefighters

Local 2400 International Association of Firefighters, actuarial assumptions for increases in health care premiums, and other employee benefits that are either salary-driven or subject to inflation. Operating contributions from member agencies are projected to increase by 6% in comparison to the operating contributions from the adopted 2020-21 budget. The 2021-22 budget shifts costs for three firefighters that had been previously allocated to the Fire Protection and Life Safety Fund (Fund 37) to the General Fund to more closely align their job duties and provide financial relief to Fund 37.

Of the \$4.0 million in operating budget, \$1.5 million is for professional/contract services (including \$0.7 million for Financial and Human Resources services from the City of San Mateo), and \$1.2 million is for regular maintenance and repairs.

## **FIRE PROTECTION AND LIFE SAFETY FUND**

### *Fiscal Year 2020-21 Budget Update*

The Fire Protection and Life Safety Fund (Fund 37) amended 2020-21 budget assumes \$3.2 million in total revenues. The mid-year budget update provided in January 2021 projected total revenues of \$2.8 million, reflecting the immediate and severe impact of COVID-19, the Fire Board's approval of a 15% increase to SMC Fire's Master Fee Schedule, and anticipated efficiency improvements. Based on year-to-date revenues, total revenues are projected to reach \$2.3 million at year end.

In response to the unfavorable performance of Fund 37 revenues, SMC Fire created a plan to limit expenditures to the greatest extent possible. With the expenditure control plan in place, Fund 37 expenditures are projected to end the current fiscal year at \$3.7 million, which is \$0.2 million less than the amended 2020-21 budget.

If the year-end estimates come to fruition, the net change in fund balance will be a loss of \$1.4 million, and the ending fund balance will be a negative \$0.2 million. To address the negative fund balance, the General Fund will be required to temporarily loan funds to Fund 37 at year end.

### *Fiscal Year 2021-22 Budget Preview*

Fund 37 total revenues are projected to be \$2.6 million in fiscal year 2021-22, reflecting an anticipated 15% increase in fees to position the fund for greater cost recovery and improve the fund's long-term fiscal sustainability. Fund 37 total expenditures are projected to be \$2.6 million in 2021-22, which is \$1.0 million less than the year-end estimate for the current fiscal year. In order to improve the fund's financial position, SMC Fire has implemented a number of appropriation reductions in the proposed 2021-22 budget, including defunding two Fire Prevention Inspector positions and not renewing the facility lease at the O'Farrell facility. The loss of the two vacant positions will be backfilled as needed by per diem staff to align with inspection activity, and the space at the O'Farrell building will no longer be needed once the administrative headquarters in Foster City are reconfigured. These specific actions will reduce expenditures by \$0.4 million, position the fund to generate a slight net gain of \$13,000, and move fund balance in the right direction.

In addition to the projected 15% fee increase in 2021-22, the five-year forecast for Fund 37 assumes 7% annual fee increases in subsequent fiscal years in order to position the fund for fiscal stability, return fund balance to positive by 2023-24 (and incrementally closer to achieving the reserve target of 25% of budgeted expenditures), and generate sufficient revenues to warrant consideration of restoring funding of the Fire Prevention Inspectors.

## **FISCAL IMPACT**

At present, the General Fund is projected to end fiscal year 2020-21 with a net gain of \$0.8 million. In order to deliver up on SMC Fire's commitment of \$1.0 million in pro rata credits to the member

agencies, SMC Fire will need to identify an additional \$0.2 million in expenditure reductions. Total revenues and expenditures for 2021-22 are projected to be \$43.0 million, with member agency operating contributions projected to increase by 6% in comparison to the contributions from the adopted 2020-21 budget.

The Fire Protection and Life Safety Fund is projected to end FY 2020-21 with a net loss of \$1.4 million due to the loss of fire inspectors and a Deputy Fire Marshal doing the work of the bureau, as well as the decision to wait for the fee study to get the fees to where they need to be. Additionally, fee increases have not been in place long enough to have a large impact on revenues. Lastly, per diem inspectors have only recently started, and their additional work has not shown in our statistics. As a result, Fund 37 is projected have a negative \$0.2 million ending fund balance, which will require a temporary loan from the General Fund at year end. The fund's financial position is projected to improve in fiscal year 2021-22 with estimated revenues of \$2.6 million, anchored by a projected 15% increase in fees, offset by \$2.6 million in estimated expenditures, which have been reduced by defunding Fire Prevention Inspector positions and not renewing the lease at the O'Farrell facility at the end of the term in December 2021.

**ATTACHMENTS**

None



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** Revised Salary Schedule for Deputy Chief, Management, and General Employee Groups

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## **RECOMMENDATION**

Adopt a resolution approving the revised salary schedules to reflect the hourly, monthly, and annual ranges for merit classifications within the San Mateo Consolidated Fire Department.

## **BACKGROUND**

On January 13, 2021, the San Mateo Consolidated (SMC) Fire Department Board of Directors approved salary adjustments for the classifications of Emergency Medical Services Clinical Education Specialist, Emergency Services Manager and Deputy Chief, as well as salary ranges for Division Chief and Fleet and Facilities Technician classifications that were established by the Board on October 14, 2020. Due to an administrative calculation error, the salaries listed in the revised salary schedules and outlined below are slightly different than those previously approved by the Board. The differences range between \$226 per month higher and \$1.00 lower per month. There is no financial impact at this time because the top steps of the range are the same.

Title 2 of the California Code of Regulations (CCR) Section 570.5, requires the Fire Board to adopt a full salary schedule as a standalone document detailing the rates of pay for each department classification, and to maintain this salary schedule as a publicly available document for at least five years. The California Public Employees Retirement System (CalPERS) uses this salary schedule to determine the "compensation earnable" when calculating the monthly pension an individual will receive when they retire. "Compensation earnable" is defined by the Public Employees Retirement Law (PERL) Government Code Sections 20636 and 20636.1 as pay rates and special compensation as defined in the statutes.

## **ANALYSIS**

The following revisions have been made effective January 24, 2021 in reference to the classifications within the Deputy Chiefs, Management and General employee groups compensation and benefits plan.

- Approved salary adjustments as follows:
  - Emergency Medical Services Clinical Education Specialist: \$9,512.40 - \$11,343.71 monthly
  - Emergency Services Manager: \$9,512.40 - \$11,343.71 monthly
  - Deputy Chief: \$18,874.51 - \$20,611.44 monthly

- Approved salaries established as follows:
  - Division Chief: \$17,157.73 - \$18,736.67 monthly
  - Fleet and Facilities Technician: \$6,707.53 - \$7,998.85 monthly

**FISCAL IMPACT**

The cost of benefits and salaries in the compensation and benefit plans and are reflected in the budget.

**ATTACHMENTS**

- A. Resolution
- B. Revised Merit Salary Schedule

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT APPROVING THE REVISED SALARY  
SCHEDULE FOR DEPUTY CHIEF, MANAGEMENT, AND GENERAL EMPLOYEE  
GROUPS**

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WHEREAS, on January 13, 2021, the San Mateo Consolidated (SMC) Fire Department Board of Directors approved salary adjustments for the classifications of Emergency Medical Services Clinical Education Specialist, Emergency Services Manager and Deputy Chief, as well as salary ranges for Division Chief and Fleet and Facilities Technician classifications that were established by the Board on October 14, 2020; and,

WHEREAS, Title 2 of the California Code of Regulations (CCR), Section 570.5, requires the Fire Board to adopt a full salary schedule as a standalone document detailing the rates of pay for each department classification, and to maintain this salary schedule as a publicly available document for at least five years; and,

WHEREAS, the California Public Employees Retirement System (CalPERS) uses this salary schedule to determine the compensation earnable when calculating the monthly pension an individual will receive when they retire; and,

WHEREAS, effective January 24, 2021, the Merit Salary Schedule has been revised to include monthly, hourly, and annual ranges based on this change.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Approve the revised Salary Schedule for Deputy Chief, Management, and General Employee Groups.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Acting Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# San Mateo Consolidated Fire Department Merit Salary Schedule

Effective Date: 01/24/2021 \*

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5340	ADMINISTRATIVE ASSISTANT	NE	STEP 1	30.96	2,477.03	5,366.90	64,402.80
			STEP 2	32.36	2,589.15	5,609.83	67,317.96
			STEP 3	33.80	2,704.11	5,858.90	70,306.80
			STEP 4	35.32	2,825.69	6,122.33	73,467.96
			STEP 5	36.92	2,953.42	6,399.08	76,788.96
5025	ADMINISTRATIVE TECHNICIAN	NE	STEP 1	37.46	2,996.94	6,493.38	77,920.56
			STEP 2	39.12	3,129.88	6,781.40	81,376.80
			STEP 3	40.90	3,271.80	7,088.90	85,066.80
			STEP 4	42.77	3,421.29	7,412.80	88,953.60
			STEP 5	44.66	3,573.15	7,741.83	92,901.96
2106	BUSINESS MANAGER	E	STEP 1	56.36	4,508.42	9,768.25	117,219.00
			STEP 2	58.89	4,710.92	10,206.99	122,483.88
			STEP 3	61.54	4,923.25	10,667.05	128,004.60
			STEP 4	64.31	5,144.56	11,146.54	133,758.48
			STEP 5	67.20	5,375.80	11,647.57	139,770.84
2410	DEPUTY FIRE CHIEF	E	STEP 1	108.89	8,711.31	18,874.51	226,494.12
			STEP 2	113.79	9,103.32	19,723.87	236,686.44
			STEP 3	118.91	9,512.97	20,611.44	247,337.28
3160	DEPUTY FIRE MARSHAL	NE	STEP 1	64.14	5,130.96	11,117.09	133,405.08
			STEP 2	66.97	5,358.05	11,609.11	139,309.32
			STEP 3	70.06	5,604.57	12,143.23	145,718.76
			STEP 4	73.21	5,856.21	12,688.46	152,261.52
			STEP 5	76.48	6,118.08	13,255.85	159,070.20
2482	EMERGENCY SERVICES MANAGER	E	STEP 1	54.88	4,390.34	9,512.40	114,148.80
			STEP 2	57.35	4,587.90	9,940.45	119,285.40
			STEP 3	59.93	4,794.36	10,387.78	124,653.36
			STEP 4	62.63	5,010.10	10,855.22	130,262.64
			STEP 5	65.44	5,235.56	11,343.71	136,124.52
5345	EMERGENCY SERVICES SPECIALIST	NE	STEP 1	30.96	2,477.03	5,366.90	64,402.80
			STEP 2	32.36	2,589.15	5,609.83	67,317.96
			STEP 3	33.80	2,704.11	5,858.90	70,306.80
			STEP 4	35.32	2,825.69	6,122.33	73,467.96
			STEP 5	36.92	2,953.42	6,399.08	76,788.96
2141	EMS CLINICAL EDUCATION SPECST	E	STEP 1	54.88	4,390.34	9,512.40	114,148.80
			STEP 2	57.35	4,587.90	9,940.45	119,285.40
			STEP 3	59.93	4,794.36	10,387.78	124,653.36
			STEP 4	62.63	5,010.10	10,855.22	130,262.64
			STEP 5	65.44	5,235.56	11,343.71	136,124.52



# San Mateo Consolidated Fire Department

## Merit Salary Schedule

Effective Date: 01/24/2021 \*

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2085	FIRE BAT CHIEF-40	E	STEP 1	80.67	6,453.54	13,982.66	167,791.92
			STEP 2	84.71	6,776.22	14,681.80	176,181.60
			STEP 3	88.94	7,115.05	15,415.94	184,991.28
			STEP 4	93.38	7,470.53	16,186.15	194,233.80
			STEP 5	98.06	7,844.13	16,995.62	203,947.44
2086	FIRE BAT CHIEF-56	E	STEP 1	57.62	6,453.54	13,982.66	167,791.92
			STEP 2	60.50	6,776.22	14,681.80	176,181.60
			STEP 3	63.53	7,115.05	15,415.94	184,991.28
			STEP 4	66.70	7,470.53	16,186.15	194,233.80
			STEP 5	70.04	7,844.13	16,995.62	203,947.44
3121	FIRE CAPTAIN-40 (LT DUTY)	NE	STEP 1	65.44	5,235.72	11,344.05	136,128.60
			STEP 2	68.43	5,474.87	11,862.21	142,346.52
			STEP 3	71.52	5,721.18	12,395.89	148,750.68
3120	FIRE CAPTAIN-56	NE	STEP 1	46.75	5,235.72	11,344.05	136,128.60
			STEP 2	48.88	5,474.87	11,862.21	142,346.52
			STEP 3	51.08	5,721.18	12,395.89	148,750.68
1150	FIRE CHIEF	E	STEP 1	116.64	9,330.87	20,216.89	242,602.68
			STEP 2	122.47	9,797.41	21,227.73	254,732.76
			STEP 3	128.59	10,287.29	22,289.12	267,469.44
2412	FIRE DIVISION CHIEF	E	STEP 1	98.99	7,918.95	17,157.73	205,892.76
			STEP 2	103.44	8,275.31	17,929.83	215,157.96
			STEP 3	108.10	8,647.69	18,736.67	224,840.04
2430	FIRE MARSHAL	E	STEP 1	80.67	6,453.54	13,982.66	167,791.92
			STEP 2	84.71	6,776.22	14,681.80	176,181.60
			STEP 3	88.94	7,115.05	15,415.94	184,991.28
			STEP 4	93.38	7,470.53	16,186.15	194,233.80
			STEP 5	98.06	7,844.13	16,995.62	203,947.44
3175	FIRE PREV INSPECT I	NE	STEP 1	50.68	4,054.85	8,785.50	105,426.00
			STEP 2	52.96	4,236.94	9,180.04	110,160.48
			STEP 3	55.38	4,430.26	9,598.90	115,186.80
			STEP 4	57.87	4,629.73	10,031.08	120,372.96
			STEP 5	60.46	4,837.38	10,480.99	125,771.88
3178	FIRE PREV INSPECT II	NE	STEP 1	55.77	4,460.96	9,665.41	115,984.92
			STEP 2	58.27	4,661.45	10,099.80	121,197.60
			STEP 3	60.88	4,870.12	10,551.93	126,623.16
			STEP 4	63.61	5,089.02	11,026.22	132,314.64
			STEP 5	66.49	5,319.18	11,524.88	138,298.56



# San Mateo Consolidated Fire Department Merit Salary Schedule

Effective Date: 01/24/2021 \*

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
3142	FIREFIGHTER TRAINEE-40	NE	STEP 1	40.22	3,217.85	6,972.01	83,664.12
			STEP 2	42.04	3,363.55	7,287.70	87,452.40
3143	FIREFIGHTER TRAINEE-56	NE	STEP 1	28.73	3,217.85	6,972.01	83,664.12
			STEP 2	30.03	3,363.55	7,287.70	87,452.40
3144	FIREFIGHTER-40 (LT DUTY)	NE	STEP 0	49.26	3,940.21	8,537.13	102,445.56
			STEP 1	51.34	4,107.22	8,898.98	106,787.76
			STEP 2	53.59	4,287.67	9,289.96	111,479.52
			STEP 3	56.03	4,482.44	9,711.95	116,543.40
			STEP 4	58.59	4,687.22	10,155.64	121,867.68
			STEP 5	61.22	4,897.73	10,611.75	127,341.00
3140	FIREFIGHTER-56	NE	STEP 0	35.18	3,940.21	8,537.13	102,445.56
			STEP 1	36.67	4,107.22	8,898.98	106,787.76
			STEP 2	38.28	4,287.67	9,289.96	111,479.52
			STEP 3	40.02	4,482.44	9,711.95	116,543.40
			STEP 4	41.85	4,687.22	10,155.64	121,867.68
			STEP 5	43.73	4,897.73	10,611.75	127,341.00
2078	FLEET & FACILITIES MANAGER	E	STEP 1	58.33	4,666.59	10,110.95	121,331.40
			STEP 2	61.04	4,875.68	10,563.97	126,767.64
			STEP 3	63.69	5,095.23	11,039.67	132,476.04
			STEP 4	66.55	5,324.28	11,535.94	138,431.28
			STEP 5	69.56	5,564.74	12,056.94	144,683.28
5105	FLEET AND FACILITIES TECH	NE	STEP 1	38.70	3,095.78	6,707.53	80,490.36
			STEP 2	40.44	3,235.09	7,009.37	84,112.44
			STEP 3	42.26	3,380.67	7,324.79	87,897.48
			STEP 4	44.16	3,532.80	7,654.40	91,852.80
			STEP 5	46.15	3,691.78	7,998.85	95,986.20
2023	MGMT ANALYST I	NE	STEP 1	40.56	3,244.70	7,030.18	84,362.16
			STEP 2	42.40	3,392.04	7,349.43	88,193.16
			STEP 3	44.28	3,542.31	7,675.00	92,100.00
			STEP 4	46.28	3,702.27	8,021.58	96,258.96
			STEP 5	48.34	3,867.08	8,378.67	100,544.04
2022	MGMT ANALYST II	E	STEP 1	44.53	3,562.68	7,719.13	92,629.56
			STEP 2	46.56	3,724.57	8,069.90	96,838.80
			STEP 3	48.63	3,890.35	8,429.09	101,149.08
			STEP 4	50.82	4,065.81	8,809.25	105,711.00
			STEP 5	53.09	4,247.08	9,202.01	110,424.12



# San Mateo Consolidated Fire Department Merit Salary Schedule

Effective Date: 01/24/2021 \*

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5230	OFFICE ASSISTANT I	NE	STEP 1	23.51	1,880.48	4,074.38	48,892.56
			STEP 2	24.55	1,964.22	4,255.80	51,069.60
			STEP 3	25.62	2,049.84	4,441.33	53,295.96
			STEP 4	26.80	2,143.98	4,645.30	55,743.60
			STEP 5	28.00	2,240.02	4,853.38	58,240.56
5430	OFFICE ASSISTANT II	NE	STEP 1	28.34	2,267.46	4,912.83	58,953.96
			STEP 2	29.76	2,380.52	5,157.80	61,893.60
			STEP 3	31.25	2,499.74	5,416.10	64,993.20
			STEP 4	32.81	2,624.63	5,686.70	68,240.40
			STEP 5	34.45	2,756.15	5,971.65	71,659.80



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** San Mateo Consolidated Fire Ordinance

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## **RECOMMENDATION**

Introduce an Ordinance adopting the 2021 International Wildland Urban Interface Code with amendments and modifying the 2019 California Fire Code with local amendments.

## **BACKGROUND**

The San Mateo Consolidated Fire Department (SMC Fire) Board of Directors adopted the 2019 California Fire Codes with local amendments on October 8, 2019. At the time, it was unclear what the State of California would require regarding wildland fire mitigation. Since that time, and after additional devastating fires, including the CZU Lightning Complex fires in San Mateo County, the regulatory picture has become clearer. This ordinance puts SMC Fire in line with current State law, as well as in line with upcoming requirements enacted into law, but not yet in effect.

The JPA Agreement stipulates that SMC Fire is required to “enforce all fire codes within the jurisdictions which they serve.

Section 1 and 2.14 of the JPA Agreement specify that SMC Fire is responsible for “Fire and Emergency Medical Services”, including:

“The provision of fire suppression, fire prevention, investigation, rescue, training, public education, disaster preparedness, emergency medical services, hazardous materials response and directly related activities”. Under this authority, the Board of Directors has the ability to approve Fire Code Ordinances within their respective jurisdictions.

## **ANALYSIS**

SMC Fire is providing the Fire Board with the proposed changes to the code in order to stay in line with State law.

Government Code 51182 prescribes those things that a property must do to be in compliance with standard practices in wildfire safety.

Government Code section 51186 prescribes penalties for failure to comply, up to and including abatement by SMC Fire and placing a tax lien on the property for costs of this abatement.

AB 38 modified the California Civil Code and requires that all real estate transactions after January 1, 2021 disclose if the property is in a designated fire hazard zone, and specifies that a disclosure be made as to whether any of the “low cost retrofits” have been made to the property in accordance with Government Code section 51189. It also specified that a local jurisdiction conduct wildland fire risk inspections in accordance with Government Code section 51182 and provide a copy of that report to the seller.

This Ordinance puts SMC Fire in line with each of these requirements, and takes it a step further, requiring all properties that are modified more than 50% of their original square footage comply with the low cost retrofits list published by the California Department of Forestry and Fire Protection and the Office of the State Fire Marshal. This threshold is the same as the currently enforced residential fire sprinkler threshold.

**NOTICE PROVIDED**

This Ordinance shall be published in summary in the San Francisco Examiner, posted in the San Mateo Fire Administrative Office, the Fire Prevention Office, and shall be effective 30 days after the date of adoption.

**ATTACHMENTS**

- A. Ordinance
- B. CALFire’s List of Low Cost Retrofits
- C. Facts and Findings
- D. Resolution

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT  
FIRE CODE ORDINANCE NO. 2021-001**

**ESTABLISHING THE SAN MATEO CONSOLIDATED FIRE CODE BY ADOPTING THE  
2018 INTERNATIONAL FIRE CODE WITH THE 2019 CALIFORNIA AMENDMENTS**

**NOW, THEREFORE THE FIRE BOARD OF THE SAN MATEO CONSOLIDATED FIRE  
DEPARTMENT, CALIFORNIA, HEREBY ORDAINS THAT:**

**FIRE CODE**

**PARTS**

- I. Adoption
- II. Applicability
- III. Adoption of Sections and Modifications
  
- IV. Violations
- V. Fire and Life Safety Inspections
- VI. Environmental Determination
- VII. Notice Provided

## **PART I- ADOPTION**

- A. The San Mateo Consolidated Fire Department hereby adopts the 2019 California Fire Code Chapter 49 (California Code of Regulations, Title 24, Part, 9 [based on the 2018 International Fire Code published by the International Code Council]), with California Amendments and the 2021 International Wildland Urban Interface Code (published by the International Code Council) as specified in part III of this ordinance. Those chapters and appendices not mentioned in section III are only to be used for reference and are not enforceable. The codes with the changes, additions, and deletions set forth this ordinance, are adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the fire code are controlling and enforceable within the limits of each city within the jurisdiction.
- B. The 2019 California Fire Code (CFC), California Code of Regulations, Title 24, Part 9, adopting the 2018 International Fire Code of the International Code Council with necessary California amendments, and the 2021 International Wildland Urban Interface Code published by the International Code Council, together with the non-building standards reproduced therein except otherwise provided by this ordinance, are adopted by reference as the Wildland Urban Interface Code Fire Code of SAN MATEO CONSOLIDATED FIRE DEPARTMENT. This Code including all amendments thereto, shall hereafter be called the “WUI Code,” and/or this “Code” and are adopted as and for the rules, regulations, and standards within the Jurisdiction as to all matters therein, except otherwise provided.
- C. No section of the Code shall impose a mandatory duty of enforcement on the Jurisdiction, or on any officer, official, agent, employee, board, council, or commission thereof. Instead, if any section purports to impose a mandatory duty of enforcement, said section shall be deemed to invest the Jurisdiction, and the appropriate officer, official, agent, employee, board, council, or commission with discretion to enforce the section, or not to enforce it.
- D. A copy of the WUI Code, as defined herein, shall be kept on file on with the office of the San Mateo Consolidated Fire Department Fire Marshal.
- E. The San Mateo Consolidated Fire Department has determined that modifications to the 2018 International Fire Code with the 2019 California Amendments and the International Wildland Urban Interface Code are needed and reasonably necessary due to local climatic, geological, and topographical conditions, as set forth in Attachment 1 (Findings in Support of Amendments to the 2019 California Fire Code and International Wildland Urban Interface Code), which are incorporated fully herein.

## **PART II- APPLICABILITY**

- A. All sections of this Code shall apply to all buildings, structures, and portions thereof, and to all appurtenances and fixtures thereto, and anything connected with, or by, or in, or on, any premise or building.
- B. Whenever any provision of this Chapter code or in any other law, ordinance, or resolution of any kind, impose overlapping or contradictory regulations, or contain any restrictions

covering the same subject matter, the provision that is more restrictive or imposes higher standards or requirements shall govern.

### **PART III- ADOPTION OF SECTIONS AND MODIFICATIONS**

The following sections of the 2021 International Wildland Urban Interface Code are adopted as described below.

*Chapter 1 is partially adopted with adopted sections and modifications listed below.*

**Section 101 is adopted except as modified and deleted as below:**

**Section 101.1 Title. Amended**

101.1 Title. These regulations shall be known as the Wildland Urban Interface Code of SAN MATEO CONSOLIDATED FIRE DEPARTMENT, will be referred to herein as this “CODE,” and/or “WUI CODE.”

**SECTION 101.4 Retroactivity. Amended**

**SECTION 101.5 is not adopted**

**Section 102 is adopted in its entirety**

**Section 103 is replaced by section 103 of the California Fire Code as adopted by San Mateo Consolidated Fire Department**

**Section 104 is replaced by section 104 of the California Fire Code as adopted by San Mateo Consolidated Fire Department**

**Section 105 is adopted as amended below:**

105.3 Alternate Materials, design, and methods. Where alternate materials, design, and methods are to be used, the process listed in section 104.9 of the California Fire Code as adopted by the San Mateo Consolidated Fire Department shall be used.

**Section 106 is adopted as amended below**

106.1 Permits shall be as set forth in section 105 of the California Fire Code as adopted by the San Mateo Consolidated Fire Department shall be used.

Sections 106.2 through 106.10 are deleted

**Section 107 is adopted in its entirety as amended below**

**Section 107.3 is amended below**

107.3 Site Plan. In addition to the requirements for plans in the California Building Code and California Fire Code, site plans shall include topography, width, and percent of grade of access roads, landscape, and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition-resistant construction of buildings, structures, and their appendages, roof classification of buildings and site water supply systems. The code official is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

**Section 107.4 is amended below**

107.4 Hazardous Vegetation and Fuel Management. Vegetation and fuel management plans required by this code, Chapter 7A of the California Building Code or the California Fire Code shall comply with Section 4906 of the California Fire Code as adopted by the San Mateo Consolidated Fire Department

**Section 107.5 is amended below**

107.5 Fire protection plan. Where required by the code official pursuant to Section 405, a fire protection plan shall be prepared and shall be submitted to the code official for review and approved as a part of the plans required for a permit.

**Section 108 is adopted without modification**

**Section 109 is adopted as amended below**

109.1 Fees. Fees shall be in accordance with the San Mateo Consolidated Fire Department Master Fee Schedule.

Sections 109.2 through 109.6 is deleted

**Section 110 is adopted with amendments below**

**Section 110.4.5.2.1 is amended as follows**

110.4.5.2.1 Method of service. Such notice shall be deemed properly served where a copy thereof is served by one of the following methods:

1. Delivered to the owner or the owner's authorized agent personally.
2. Sent by certified or registered mail addressed to the owner or the owner's authorized agent at the last known address with a return receipt requested.
3. Delivered by email at an email address provided by the property owner or their designated representative.

4. Delivered in any other manner as prescribed by local law.

**Section 110.4.7 is amended as follows**

**110.4.7 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the *approved* construction documents or directive of the *code official*, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

110.4.7.1 Summary Abatement. If conditions set forth in the notice of violation are not abated within a reasonable amount of time, the Department may hire a contractor to abate the violations. All expenses will be billed to the property owner, and if not paid, a lien on the property shall be placed on the property.

110.4.7.2 Any violations of this code shall be considered a public nuisance in accordance with Government Code section 38773.

**Section 111 is adopted without modification**

**Section 112 is not adopted**

**Section 113 is not adopted**

**Section 114 is adopted without modification.**

***Chapter 2 is adopted in its entirety as amended below.***

**Local agency fire hazard severity zone.** An area in the jurisdiction designated as having a low, medium, high, or very high fire risk as determined by the San Mateo Consolidated Fire Department Wildland Hazard Assessment.

***Chapter 3 is adopted in its entirety as amended below***

**302.1 is amended as below**

302.1 Declaration. The San Mateo Consolidated Fire Department conducted a study with the Anchorpoint Group which identified hazard zones. This study will be referred to as the San Mateo Consolidated Fire Department Wildland Assessment. The zones identified in the assessment shall be used for enforcement of this code.

302.2 Mapping. The San Mateo Consolidated Fire Department Wildland Assessment shall be posted online and maintained by the Fire Marshal.

***Chapter 4 is adopted in its entirety***

***Chapter 5 is replaced by the following***

**Section 501 General**

501.1 Buildings constructed in a high or very high fire hazard severity zone shall comply with section 502.

**Section 502 Construction Standards**

502.1 Construction Methods and Requirements Within Established Limits. Within the limits established by law, construction methods intended to mitigate wildfire exposure shall comply with the wildfire protection building construction requirements contained in the California Building Standards Code, including the following:

- California Building Code, Chapter 7A
- California Residential Code, Section R337
- California Referenced Standards Code, Chapter 12-7A

**Chapter 6 is adopted in its entirety and amended as below.**

**602.1 is amended as below**

602.1 Automatic Sprinkler Systems. Automatic Sprinkler systems shall be installed in accordance with Chapter 9 of the California Fire Code as amended by the San Mateo Consolidated Fire Department.

**Table 603.2 is modified as follows**

**Table 603.2 Required Defensible Space**

<b>Fire Hazard Severity Zone</b>	<b>Fuel Modification Distance (Feet)<sup>a</sup></b>
Moderate	30
High	50
Very High	100

<sup>a</sup> Distances may be increased due to site specific analysis based on local conditions.

**Chapter 7 is adopted in its entirety**

**The following section of the 2019 California Fire Code is amended as described below.**

**Chapter 49 is adopted in its entirety as amended below**

**Section 4901.1 is amended as follows**

4901.1 Scope. The mitigation of conditions where a wildfire burning in vegetative fuels may readily transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities, or result in large property losses shall comply with this chapter and the 2021 International Wildland Urban Interface Code as adopted by the San Mateo Consolidated Fire Department.

**SECTION 4902 DEFINITIONS. ADDED**

**LOCAL AGENCY HIGH FIRE HAZARD SEVERITY ZONE.** An area designated by the local agency based on a fire assessment conducted by the San Mateo Consolidated Fire Department.

**SECTION 4904.3 LOCAL FIRE HAZARD SEVERITY ZONES. ADDED.**

4904.3 Local Fire Hazard Severity Zones. Local Fire Hazard Severity Zones shall be as determined by the San Mateo Consolidated Fire Department Wildland Fire Assessment conducted in July 2019.

**SECTION 4905.2 Construction Methods and Requirements Within Established Limits. Amended.**

4905.2.1 Construction Methods and Requirements Within Established Limits. Within the limits established by law, construction methods intended to mitigate wildfire exposure shall comply with the wildfire protection building construction requirements contained in the California Building Standards Code, including the following:

- California Building Code, Chapter 7A,
- California Residential Code, Section R337,
- California Referenced Standards Code, Chapter 12-7A.

4905.2.2 Additions to structures. If an addition to a structure exceeds 50% of the original square footage and the structure is in a designated fire hazard zone of high or very high, the structure shall meet the requirements of California Department of Forestry and Fire Protection's Low Cost Retrofit List. (Attached)

**SECTION 4905.3.1 LOCAL FIRE HAZARD SEVERITY ZONE REQUIREMENTS. ADDED**

4905.3.1 Local fire hazard severity zone requirements. Buildings constructed in local Agency Fire Hazard Severity Zones considered to be "High" or "Very High" shall comply with section 4905.2.

**SECTION 4906.2 APPLICATION. AMENDED**

4906.2 Application. [No change]

1. [No change]

1.1. [No change]

1.2. [No Change]

1.3. [No Change]

2. All land designated by the San Mateo Consolidated Fire Department Wildland Fire Assessment in one of the following zones:

2.1. Moderate

2.2. High

2.3. Very High

**SECTION 4907.1 GENERAL. AMENDED**

4907.1 General. Defensible space will be maintained around all buildings and structures in State Responsibility Areas (SRA) as required in Public Resources Code 4290 and “SRA Fire Safe Regulations” California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Section 1270.

Buildings and structures within the Local Responsibility Area (LRA) shall maintain defensible space as outlined in Government code sections 51175 through 51189 in moderate, high, and very high fire hazard severity zones as designated by the San Mateo Consolidated Fire Department Wildland Fire Assessment.



## Low Cost Retrofit List

### 10 Low Cost Ways to Harden Your Home

1. When it is time to replace your roof, replace it with fire-resistant Class A roof material.
2. Block any spaces between your roof covering and sheathing (bird stops).
3. Install non-combustible corrosion resistant metal gutter covers on gutters to prevent the accumulation of leaves and debris in the gutter.
4. Cover your chimney and stovepipe outlets with noncombustible corrosion resistant metal mesh screen ([spark arrestor](#)), with 3/8-inch to 1/2-inch openings.\*\*
5. Cover all vent openings with 1/16-inch to 1/8-inch noncombustible corrosion resistant metal mesh screens.\*\*
6. Caulk and plug gaps greater than 1/16-inch around exposed rafters and blocking to prevent ember intrusion.
7. Inspect exterior siding for dry rot, gaps, cracks and warping. Caulk or plug gaps greater than 1/16-inch in siding and replace any damaged boards, including those with dry rot.
8. Install weather stripping to gaps greater than 1/16-inch in garage doors to prevent ember intrusion. The stripping must be compliant with UL Standard 10C.
9. When it's time to replace your windows, replace them with multi-paned windows with at least one pane of tempered glass.
10. When it's time to replace your siding or deck, use compliant noncombustible, ignition-resistant, or other [materials approved by the Office of the State Fire Marshal \(OSFM\)](#).

### 5 No Cost Ways to Create Defensible Space and Enhance the Effects of a Hardened Home

1. Regularly clean your roof, gutters, decks, and the base of walls regularly to avoid the accumulation of fallen leaves, needles and other flammable materials (see [Defensible Space](#) for more details).
2. Ensure all combustible materials are removed from underneath, on top of, or within five feet of a deck.
3. Remove vegetation or other combustible materials that are within five feet of windows and glass doors.
4. Replace wood mulch products within five feet of all structures with noncombustible products such as dirt, stone, or gravel.
5. Remove all dead or dying grass, plants, shrubs, trees, branches, leaves, weeds, and pine needles within 30 feet of all structures or to the property line.

\*This list was developed as a best practices guide and to assist homeowners to ensure their home is more ignition-resistant from wildfires. Low cost can be subjective. Some of these items are based on upgrading to more stringent materials when that feature is up for replacement due to normal maintenance or lifespan, i.e. roofs.

\*\* Do not use fiberglass or plastic mesh as they can melt or burn.

**ATTACHMENT C**  
**to**  
**San Mateo Consolidated Fire Ordinance No. 2021-001**

**NECESSARY MODIFICATION TO THE 2019 CALIFORNIA FIRE CODE DUE TO LOCAL CONIDITONS**

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**INTRODUCTION**

San Mateo Consolidated Fire Ordinance 2021-001 contains attachments, deletions, and additions to provisions reproduced in the 2019 California Fire Code and adopts the 2021 International Wildland Urban Interface Code as an additional code. The modifications to the building standards contained in Fire Code are reasonably necessary because of the climatic, geologic, and topographic conditions found within the jurisdiction. In accordance with Health and Safety Code Sections 13689.7, 17958, 19758.5, 17958.7, and 18941.5, this document describes the climatic, geologic, and topographic conditions in the jurisdiction and the specific modifications to building standards by the San Mateo Consolidated Fire Department to be necessary due to local conditions.

**PART I:**  
**LOCAL CONDITIONS**

**A. Profile of The Cities**

The San Mateo Consolidated Fire Department is located in San Mateo County in an area identified as being in the southern region of the County. The City of Burlingame is to the north, the bay and Hayward are to the east, and San Carlos and Redwood City are to the south. The San Mateo Consolidated Fire Department encompasses all of Belmont, Foster City, San Mateo, and small portions of unincorporated Belmont and San Mateo. The City of Belmont is roughly 4.6 miles and a resident population of 27,000. Foster City has an area of about 20 miles and a resident population of 34,000. The City of San Mateo has an area of roughly 15.8 miles and a resident population of 104,000. The combined areas include large tracks of open space found in the steep forested ridges and foothills in the western portions. Highway 101 passes between Foster City and San Mateo and Interstate 280 is along the western edge.

**B. Local Conditions**

The climatic, geologic, and topographic conditions found in the jurisdiction necessitate making modifications to the building standards in the 2016 California Fire Code to provide a reasonable degree of fire and life safety in this community. These conditions are discussed in detail below.

**1. Climatic Conditions**

The service area of the San Mateo Consolidated Fire Department, on average, experiences an annual rainfall between 18 to 25 inches. This rainfall can be expected between October and April of each year and is based on the 100-year weather almanac. However, during summer and early fall months there is little, if any, measurable precipitation. During this dry period, the temperatures are usually between 70-90 degrees with light to gusty westerly

winds. These drying winds, mixed with the natural vegetation create extensive grass and brush land fire risk. With residential developments encroaching into these wooded and grass, or brush covered areas, wind and terrain-driven fires could have severe consequences and place lives and properties at risk.

## 2. Topographic Conditions

- (a) Hills. Much of the San Mateo Consolidated Fire Department service area is located in hills. The hilly terrain has influenced developments to follow the path of least resistance, creating a meandering pattern. The development pattern includes lots of inconsistent size, and development is often set deeply back from the street. The development pattern also does not lend itself to a good systematic street and road layout, which would promote easy traffic flow. It has, in fact, resulted in few major cross-town thoroughfares, which tend to be heavily congested, primarily during commute hours and seasonal periods of the year. "Pass-through" vehicular traffic in the San Mateo Consolidated Fire Department service area, such as the areas of Alameda de las Pulgas, Ralston Ave., and El Camino Real, increase commute time traffic for East and West bound vehicular movement to US 101 and Interstate 280. This creates barriers, which increases the response time of fire apparatus and other emergency vehicles. The topography of the San Mateo Consolidated Fire Department service area is also burdened by major structures. Employment areas are throughout the service area, and people who work in these complexes have added to the traffic congestion, thereby increasing fire apparatus response times.
- (b) Vegetation. The hilly portions of the San Mateo Consolidated Fire Department service area contain trees, dense brush vegetation, and a heavy growth of natural grasses and native and non-native trees that contribute to fuel-loading. The surrounding areas suffer several wildland fires each year.
- (c) Roads and Streets. The number of vehicle miles driven is steadily increasing despite limited growth. Many older streets are narrow and steep. The impact of additional planned developments and increased traffic flow will continue to affect the delivery of fire protection services.

## **PART II:**

### **FINDINGS FOR SPECIFIC MODIFICATIONS TO BUILDING STANDARD**

#### **A. 2019 California Fire Code**

##### *Chapter 49*

- 1. Development in hilly terrain with narrow and meandering streets results in delay of fire personnel in accessing those in need of emergency services. Additionally, these areas are prone to increased risk of wildland urban interface (WUI) which will be particularly

challenging in combating wildfires. Fuel reduction and modification is one way to combat the risk of high wildfire risk.

2. New structures built in a Wildland Urban Interface Zones need to be built in a fire resistive fashion to mitigate the risk of wildfire. Structures that are modified need to have their risk reduced so as to reduce overall risk to the community

**B. 2021 International Wildland Urban Interface Code**

1. Developments, both new and existing areas, need to manage vegetation to keep neighborhoods reasonably safe from wildfire, and in particular, conflagrations.

**ORDINANCE NO. ORD-2021-001**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT MAKING EXPRESS FINDINGS THAT THE ADOPTION OF THE 2021 INTERNATIONAL WILDLAND URBAN INTERFACE CODE AND FURTHER MODIFICATIONS TO THE 2019 CALIFORNIA FIRE CODE ARE REASONABLY NECESSARY DUE TO LOCAL CONDITIONS**

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WHEREAS, on April 14, 2021, the Board of Directors introduced Ordinance ORD-2021-001 adopting the 2021 Wildland Urban Interface Code with amendments and amending the 2019 California Fire Code; and,

WHEREAS, California Health and Safety Code Section 13869.7 authorizes the Fire Board to modify the building standards related to fire and panic safety that are more stringent than those building standards adopted by the State Fire Marshal and contained in the California Building Standards Code if found by the Fire Board to be reasonably necessary because of local climatic, geologic, or topographic conditions under Health and Safety Code Sections 17958.7 and 18941.5; and,

WHEREAS, the Fire Board has considered the April 14, 2021 staff report discussing the proposed adoption of the 2021 International Wildland Urban Interface Code with amendments and amendments to the 2019 California Fire Code and the presentations by staff, has considered the proposed ordinance containing the amendments attached to the report, and has reviewed the proposed findings attached to the report.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Reasonably Necessary Amendments Due to Local Conditions.
2. The adoption of the 2021 International Wildland Urban Interface Code with amendments along with amendments to the 2019 California Fire Code are found to be reasonably necessary because of local climatic, geological, or topographical conditions.
3. The Board of Directors finds that the conditions listed in Attachment 2 attached hereto are, in fact, local climatic, geological, and topographical conditions.

4. The conditions listed in Attachment 2 make the amendments to the 2019 California Building Standards Code described in Attachment 2 and contained in the ordinance referenced above reasonably necessary for the reasons stated in Attachment 2 and in the April 14, 2021 staff report.

\* \* \*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Acting Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** Staffing for Adequate Fire and Emergency Response Grant Application

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## **RECOMMENDATION**

Adopt a resolution in support of staff's application for grant funds via the Staffing for Adequate Fire and Emergency Response (SAFER) for the purpose of funding twelve (12) firefighter positions to help the Department move closer toward meeting the recommended National Fire Protection Association (NFPA) 1710 standard. This will decrease on scene time and increase overall firefighter and public safety.

## **BACKGROUND**

The purpose of the SAFER Grant is to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance local fire departments' abilities to comply with staffing, response, and operational standards established by the National Fire Protection Association (NFPA).

## **ANALYSIS**

The San Mateo Consolidated Fire Department (SMC Fire) is requesting grant funding to overhire 12 additional firefighter positions for several reasons. Currently, SMC Fire is only staffed with three people on fire engines for all responses and is therefore out of compliance with CA OES and NFPA 1710 standards, which require 4-0 staffing. This staffing gap causes firefighters to constantly work overtime. The Department averages eight shift positions per day in overtime due to normal vacancies created by authorized leave. In addition to firefighters working their normal 48-hour shifts, the increase in wildfires in 2020 has caused them to work additional overtime outside of normal daily staffing. As of March 2020, SMC Fire has far exceeded its FY 2021 \$3.5 million overtime budget and has incurred \$4.8 million in overtime costs. Adding an additional 12 grant-funded firefighters will result in a projected 50% reduction in our overtime expenditures.

Furthermore, SMC Fire has 46 firefighters that are or will be eligible to retire during the three-year project period, exacerbating the Department's staffing needs and contributing to more overtime work by firefighters. The Department already knows of up to 30 firefighters planning to retire during this time span. SMC Fire needs these additional firefighter positions to help cover not only overtime costs but to also cover the mental and physical toll overtime takes on existing firefighters.

In addition, SMC Fire's statewide responsibility will increase during the next three-year period. SMC Fire is acquiring two fire engines (in addition to the one it already has) from the California Office of

Emergency Services (CA OES). While SMC Fire will be able to use these engines as local resources, the Department is required to provide mutual aid to the State when needed – usually for large conflagrations, wildfires, and other natural disasters. In 2019, SMC Fire made 4 deployments for mutual aid to the State totaling 2,372 hours. This figure rose significantly in 2020, with SMC Fire making 25 deployments for State mutual aid totaling 23,136 crew hours. The Department expects these calls for mutual aid to increase in 2021 and beyond with the acquisition of the two new engines, putting more strain on the Department’s staffing. The State requires SMC Fire to have 4-0 staffing when responding to mutual aid calls, which almost always contributes to overtime. This is the only time when the Department has 4-0 staffing on apparatuses.

SMC Fire will use the new positions to add a 4<sup>th</sup> operational position on select engines. Currently, SMC Fire only has 3-0 staffing one hundred percent of the time. The hiring of 12 additional firefighters will help to more often/occasionally include a 4<sup>th</sup>, and therefore help the Department to meet the NFPA 1710 recommended standard while decreasing on scene time and overall firefighter and public safety.

Additionally, new firefighters will be located at stations facing the highest call volume and serving the most densely populated areas. Some examples of this include Station 21 (1,706 calls for service in 2020), Station 24 (1,848 calls) and Station 23 (1,717 calls). Station 21 and 23 each have one engine and one truck. These positions will significantly help to reduce the overtime of firefighters at these stations and contribute to the overall health and safety of firefighters and the public.

Regardless of whether SMC Fire is successful in getting this grant funding, a Standards of Cover study is needed to ensure the Department is staffed at the most optimal and cost-effective level. Historically, paying overtime has been less expensive than hiring additional sworn personnel. However, with Public Employee Pension Reform Act (PEPRA), workers’ compensation, and firefighter safety and well-being considerations, it is important at this time that we look at our overall staffing needs. This effort will be led by SMC Fire’s Chief Administrative Officer in consultation with a third-party consultant.

**FISCAL IMPACT**

If the SAFER grant is awarded, Fire Board approval is requested to appropriate the following:

	<b>Annual Salary</b>	<b>Annual Benefits</b>	<b>Total Per Firefighter</b>
<b>Year 1</b>	\$124,660.11	\$74,928.12	\$199,588.23
<b>Year 2</b>	\$124,994.42	\$76,769.81	\$201,764.23
<b>Year 3</b>	\$138,384.63	\$82,582.72	\$220,967.35

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Federal Share	\$2,395,058.76	\$2,421,170.76	\$2,651,608.20
Non-Federal Share	\$0.00	\$0.00	\$0.00
<b>Grand Totals</b>	<b>\$2,395,058.76</b>	<b>\$2,421,170.76</b>	<b>\$2,651,608.20</b>

If awarded, the additional 12 firefighter positions will result in a projected 50% reduction of overtime costs, which will result in a savings of \$1 million. In Year 3, SMC Fire will reapply to extend grant funding for an additional three years. If unsuccessful, the positions will be absorbed through attrition and/or result in possible layoffs to maintain our budgeted number of 84 full-time firefighter positions.

**ATTACHMENTS**

- A. Resolution
- B. Presentation

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT SUPPORTING APPLICATION FOR GRANT  
FUNDS VIA THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE  
AND BUDGET AUTHORIZING BUDGET APPROPRIATION IF AWARDED**

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WHEREAS, the Staffing for Adequate Fire and Emergency Response (SAFER) Grant is to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities; and,

WHEREAS, the goal of SAFER is to enhance local fire departments' abilities to comply with staffing, response, and operational standards established by the National Fire Protection Association (NFPA); and,

WHEREAS, San Mateo Consolidated Fire Department (SMC Fire) is requesting to over hire 12 additional firefighter positions for several reasons; and,

WHEREAS, SMC Fire is only staffed with three people on fire engines for all responses and is therefore out of compliance with CA OES and NFPA 1710 standards, which require 4-0 staffing.; and,

WHEREAS, SMC Fire has 46 firefighters that are or will be eligible to retire during the three-year project period, exacerbating the Department's staffing needs and contributing to more overtime work by firefighters; and,

WHEREAS, SMC Fire is acquiring two fire engines from the California Office of Emergency Services which will increase our statewide responsibility during the next three-year period.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Adopt a resolution in support of staff's application for grant funds via the Staffing for Adequate Fire and Emergency Response (SAFER) grant for the purpose of funding twelve (12) firefighter positions to help the Department to move closer toward meeting the recommended National Fire Protection Association (NFPA) 1710 standard which will decrease on scene time and increase overall firefighter and public safety.
2. If the SAFER grant is awarded, accept and appropriate grant funding to the SMC Fire budget in the amount of \$2,395,058.76 for year 1, \$2,421,170.76 for year 2, and \$2,651,608.20 for year 3.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Acting Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel

# STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT

April 14, 2021



1

## Overview

The SAFER Grant provides funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities.

The goal of SAFER is to enhance local fire departments' abilities to comply with staffing, response, and operational standards established by the National Fire Protection Association (NFPA).

The San Mateo Consolidated Fire Department (SMCFD) is requesting grant funding to over hire 12 additional firefighter positions.

2

# Analysis



**SMCFD currently has three individuals staffed on an engine.**

With 4-0 staffing as opposed to 3-0 staffing, we will be able to bring SMCDF closer into compliance with the NFPA 1710 Standard and significantly improve the Department's response time.



**SMCFD currently averages 7.07 shift positions per day in overtime due to normal vacancies created by authorized leave.**

Adding an additional 12 grant-funded firefighters will result in a projected 50% reduction in our overtime expenditures.



**Estimated 46 firefighters eligible to retire within the 3-year period.**

Additional firefighter positions will help cover not only overtime costs but to also cover the mental and physical toll overtime takes on existing firefighters.

3

Additionally, new grant funded firefighters would be located at stations facing the highest call volume and serving the most densely populated areas.

Some examples of this include:

- Station 21 (1,706 calls for service in 2020)
- Station 24 (1,848 calls)
- Station 23 (1,717 calls)



4

## Fiscal Impact

	Year 1	Year 2	Year 3
Federal Share	\$2,395,058.76	\$2,421,170.76	\$2,651,608.20
Non-Federal Share	\$0.00	\$0.00	\$0.00
<b>Grand Totals</b>	<b>\$2,395,058.76</b>	<b>\$2,421,170.76</b>	<b>\$2,651,608.20</b>

5

## Questions?

6



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Ray Iverson, Fire Chief

**Meeting Date:** April 14, 2021

**Subject:** **Adopt 2021 Strategic Plan**

---

## **RECOMMENDATION**

Adopt a resolution approving the San Mateo Consolidated Fire Department's Strategic Plan for 2021.

## **BACKGROUND**

Following the commencement of San Mateo Consolidated Fire Department on January 13, 2019, the Department embarked on a strategic planning process. On February 20th and March 27<sup>th</sup>, 2019, personnel representing the Fire Action Consensus Team (FACT), Labor, Command Staff, and Administration participated in a facilitated process, the goal of which was the development of a Mission Statement and Core Values of our new organization. Additionally, through this process, a Strategic Plan was created. During the first quarter of 2021, the Command Staff reviewed and updated our Strategic Plan and developed a draft Vision Statement. The Vision Statement was subsequently approved by FACT on March 23, 2021.

On January 13, 2021, Fire Chief Ray Iverson provided an update on the Department's Strategic Plan for calendar year 2021 and solicited feedback from the Fire Board of Directors and public

## **ANALYSIS**

As they relate to the success of any organization, the importance of a Strategic Plan, Vision Statement, Mission Statement, and Core Values cannot be understated. Their true value comes when incorporating and using them as part of developing policy, decision making processes, and ultimately resulting in creating a culture we can all be proud of. With this in mind, the organization's final step in the process is to formally adopt the updated 2021 Strategic Plan.

## **ATTACHMENTS**

- A. Resolution
- B. 2021 Strategic Plan

**RESOLUTION NO. RES-2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT APPROVING THE DEPARTMENT  
STRATEGIC PLAN FOR 2021**

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WHEREAS, following the commencement of San Mateo Consolidated Fire Department on January 13, 2019, the department embarked on a strategic planning process; and,

WHEREAS, on February 20<sup>th</sup> and March 27<sup>th</sup>, 2019, personnel representing the Fire Action Consensus Team (FACT) participated in a facilitated process, the goal of which was the development of a Mission Statement and Core Values of the organization; and,

WHEREAS, through this process, a Strategic Plan was created; and,

WHEREAS, during the first quarter of 2021, the Command Staff reviewed and updated our Strategic Plan and developed a draft Vision Statement; and,

WHEREAS, on January 13, 2021, Fire Chief Ray Iverson provided an update on the Department's Strategic Plan for calendar year 2021 and solicited feedback from the Fire Board of Directors and public; and,

WHEREAS, incorporating and using the Strategic Plan is part of developing policy, decision making processes, and creating a culture; and,

WHEREAS, the organization's final step in the process is to formally adopt the updated 2021 Strategic Plan.

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department resolves as follows:

1. Adopt a resolution approving the Department Strategic Plan for 2021, attached and incorporated herein attached and incorporated herein.

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PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 14<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Acting Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

# STRATEGIC PLANNING 2021



4/14/21

During the first quarter of 2021, the Command Staff reviewed and updated our Strategic Plan and developed a draft vision statement. The vision statement was subsequently approved by FACT on March 23, 2021. As a result, the following was produced:

### **Vision Statement**

Keep our promise to our community by delivering uncompromising, excellent, and professional service as a progressive leader in the fire service.

### **Mission Statement**

Enhancing the quality of life for our community through professionalism, collaboration, and public trust.

### **Core Values**

Respect  
Compassion  
Integrity  
Dedication  
Innovation

Additionally, through this process, the group developed the following Strategic Plan outline, which included the development of four Strategic Elements within the organization with associated Initiatives, Projects and Outcomes for each. These projects were then assigned to an individual(s) and prioritized.

As they relate to the success of any organization, the importance of a Strategic Plan, Vision, Mission Statement & Core Values cannot be understated. Their true value comes when incorporating, and using them, as part of developing policy, decision making processes, and ultimately resulting in creating a culture we can all be proud of.

Strategic Element	Initiatives	Projects	Outcome	Who	Priority
		<i>Title</i>	<i>Prime Objective</i>	<i>Unit/Task Group</i>	<i>A=resourced</i>
					<i>B=next up</i>
					<i>C=radar</i>
					<i>D=ongoing</i>
Admin	Fire Board	FACT Orientation/Update	Steering Committee annual update	Steering Committee	D
	Budget Management	Asset Management Plan	Comprehensive plan, including lists, maintenance & replacement schedules, and evaluation	Business Manager/ Finance	D
		Budget Review Process	Expectations/ timelines for monitoring/ reporting	Business Manager/ Finance	D
		Manage Reserves in both the General Fund (Fund 13) and the Fire Protection & Life Safety Fund (Fund 37)	Meet policy objective of 3 months of budgeted expenditures (25%)	Fire Board/Finance/Business Manager	D
		Creating Foundation	Exploration of steps to create non-profit foundation (more to proceed in 2021)	Chief/Labor	A
		New Revenue/Grants	Grants: Public & Private Options. Supplemental AFG and the Fire Prevention & Safety awarded.	Identification of possible sources	DC/CRR
	Contract Service Options		Identification of possible fee for service options	DC/CRR	A
	Policy & Procedures	Update/Create Policies for SMC	Articulation & approval of identified policies	FACT/ Admin	D

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Work force Mgt.	Succession Planning	Mentoring Program	Process for identification & support of key successors	Training	D
		Employee Recruitment and Retention	Development of a comprehensive plan	Command Staff/Training /HR	A
	Office Consolidation	Provide sufficient workspaces for Administration and CRR	Identify suitable location(s) before CRR lease ends 12/31/21	Fire Chief/Command Staff / F&F Mgr.	A
	Fleet Maintenance Facility	Establish a central location for fleet maintenance. FS26 & FS28 being evaluated.	Identify suitable location	Fire Chief/Command Staff/ F&F Mgr.	A
	Storage Plan	Consolidation of equipment and tools inventories. Old FS25 being evaluated.	Identify suitable locations	F&F Mgr.	A
	Return to Normal Plan	Develop and execute a return to normal plan.	Provide adequate and safe workplace conditions	Fire Chief/Command Staff/ F&F Mgr.	D
	Training	Training facility/classroom	Creating a unique facility; awarded Gilead Grant	For all projects: Training BC's with HR & Business Mgr.	D
		Establish a regional training facility	Public safety training facility for San Mateo County		A
		FF County Academy	Set-up & conduct academy under new regulations		D
		Revamp agreement with CSMCTD	Develop a new agreement		A
		Employee Performance Appraisals	Evaluate and improve your current employee performance process		A

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		Post Incident Analysis	Conduct protocols for PIA & AAR		A	
		Probationary Program	Update entire program, including manual & testing		D	
		Target Solutions based apprenticeship program	Develop a Target Solutions Program	Training	D	
Ops	SOP, SOG	Baseline Assessment of current SOP/G's	Comprehensive comparison of current material	Training/FACT	D	
		New SOP/G's	Modify and/or develop new materials as needed	Training/FACT	D	
	Hazmat	Identifying and maintaining funding sources with SM County	Maintain current contract	Hazmat BC	D	
			Identify additional funding sources through grants		D	
	Scope of Services	Current Services Evaluation	Systemic evaluation of all current SMC services	Command Staff	D	
		Future Services Needs	Recommendations for needed modifications	Command Staff	D	
	Water Rescue	Identify Current Needs	Procurement of needed equipment	F&F Mgr./Committee	D	
	CRR	Community Risk Mitigation	Long-term Disaster Recovery Plan	Implementation of all elements	For all projects: CRR	A
			Wildfire Mitigation Plan	Generate & approve plan		A
			Local Hazard Mitigation Plan	5-year update		A
Preemption Technologies			Traffic signal management	A		
Accreditation			Acquire accreditation for CRR	C		

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		Master Fee Schedule	Update		A
		Evaluation of Pub Ed Services	Analysis of current services & potential modifications		D
		Emergency MOUs <ul style="list-style-type: none"> <li>Emergency Fuel Plan approved with Belmont, San Mateo, and Foster City</li> </ul>	Review of current; identification of needed		A
			Protocols therein		B
		Community Risk Assessment Plan	Development of comprehensive plan		B
Outreach	General Community	Annual Report	Meet Board's expectations & interests. Post no later than March 1 <sup>st</sup> .	Fire Chief	D
	Professional Collaboration	Analysis of Current MOUs and Contracts	Review & identification of modification needs	Business Manager	D
		PIO Coordination with the 3 Cities	Consistent approach & messaging processes	CRR	D
	Marketing and Communications	Uniform Social Media Platform	Maintenance	CRR	D
		Website Development & Maintenance	Maintenance	Business Manager/Committee	D

**GLOSSARY OF SMCFD TERMS**

AAR	After Action Report
BC	Battalion Chief
CRR	Community Risk Reduction
CSMCTD	Central San Mateo County Training Division
DFC	Deputy Fire Chief
F&F Mgr.	Fleet & Facilities Manager
FACT	Fire Action Consensus Team
FFI	Firefighter I
MOU	Memorandum of Understanding
OES	Office of Emergency Services
PIA	Post Incident Analysis
PIO	Public Information Officer
SMC	San Mateo Consolidated
SOG	Standard Operating Guidelines
SOP	Standard Operating Procedures