



## Agenda

**San Mateo Consolidated Fire Department  
Board of Directors  
Regular Meeting  
Monday, March 14, 2022 – 1:00 P.M.**

Consistent with Government Code Section 54953 and to promote 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://us06web.zoom.us/webinar/register/WN\\_Ibx11K64Qs-2bur-nVibCQ](https://us06web.zoom.us/webinar/register/WN_Ibx11K64Qs-2bur-nVibCQ)

### **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 12, 2022.
- [4.2](#) Adopt a resolution approving the revised salary schedule to reflect the hourly, monthly, and annual ranges for merit classifications within the San Mateo Consolidated Fire Department.
- [4.3](#) Adopt a resolution approving revision to the Compensation and Benefit Plan for the Battalion Chiefs' employee group.

### **5. NEW BUSINESS**

- [5.1](#) Adopt a resolution approving the purchase of Self-Contained Breathing Apparatus (SCBA) units and related equipment and authorizing the Fire Chief to sign the purchase agreement.
- [5.2](#) Consideration of a resolution authorizing Continued Use of Remotely Teleconferenced Meetings.

## 6. FIRE BOARD RETREAT/STUDY SESSION

- [6.1](#) Discuss San Mateo Consolidated Fire Department's current state, goals, and recommended organizational changes.

## 7. CLOSED SESSION

- 7.1 Conference with Labor Negotiators regarding Memorandum of Understanding pursuant to Government Code Section 54957.6

**Agency Designated Representative(s):** Stacey Cue, IEDA & Drew Corbett, Chief Administrative Officer

**Employee Organization(s):** American Federation of State, County, and Municipal Employees (AFSCME) - Management and General Employees

- 7.2 Conference with Management regarding Compensation & Benefits Plans pursuant to Government Code Section 54957.6

**Agency Designated Representative(s):** Drew Corbett, Chief Administrative Officer & Jennifer Crims, Senior Human Resource Analyst

**Employee Organization(s):** Fire Chief & Deputy Fire Chief Employees

## 8. RETURN FROM CLOSED SESSION

- 8.1 The report out from Closed Session will be made at the next Board meeting.

## 9. 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 12, 2022 – 4:00 P.M. Zoom Video Teleconference

#### 1. OPENING

The meeting was called to order at 4:00 pm by Board Chair Goethals.

##### 1.3. Roll Call

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

**Board Members Absent:** None

#### 2. CLOSED SESSION

The Fire Board went into Closed Session at 4:02 p.m.

#### 3. RETURN FROM CLOSED SESSION

Legal Counsel Ross reported that the Board adjourned from Open Session at 4:02 p.m., reconvening in Closed Session at 4:03 p.m. to consider Agenda Item No. 2.1. The Board concluded Closed Session at 4:12 p.m. and reconvened into Open Session.

With respect to Closed Session Agenda Item No. 2.1., there was reportable action in that Board Chair Goethals announced that the Board decided to make the permanent Fire Chief Kent Thrasher. All Board members expressed their appreciation for Thrasher's time as Interim and look forward to working with him.

#### 4. AGENDA CHANGES

Chief Thrasher requested to move Agenda Item No. 9.1.2 "Community Risk Reduction Division Update" before Agenda Item No. 9.1.1 "Fire Chief Update".

#### 5. SPECIAL PRESENTATIONS

Board Chair Goethals provided a Resolution expressing gratitude for retired Battalion Chief Bill Euchner on his years of distinguished fire service.

#### 6. PUBLIC COMMENT

Brian Kelly commented on the selection of Fire Chief Thrasher. He stated that leadership is a critical component of any successful fire department which starts at the top. It involves integrity and honesty and a passion of service to community we serve. Kent fills all those checkboxes. He works collaboratively and has done a great job establishing himself in the leadership role. Brian also congratulated Battalion Chief Euchner on his retirement.

## 7. CONSENT

Board Member Lieberman commented on Agenda Item No. 7.4 “Consideration of a resolution authorizing Continued Use of Remotely Teleconferenced Meetings”. Moving forward, he would like to have this item be addressed as New Business each time so we can explicitly acknowledge it. Approved by Board Chair Goethals and seconded by Board Member Awasthi.

The Acting Board Secretary took a roll call vote, and the Consent calendar items were approved 3-0.

## 8. NEW BUSINESS

### **Item 8.1 - Consider the options regarding the Fire Chief Position.**

As presented and reported in Closed Session, Interim Chief Thrasher was appointed to the role of Fire Chief. Board Chair Goethals asked if there was any public comment on this item, which there were none. 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 8.2 - Adopt a resolution approving the 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 this our 3<sup>rd</sup> year in a row that we were able to achieve 100% compliance with the state mandates. This is a team effort by our engine companies and fire inspectors that complete the inspections.

Board Chair Goethals asked if there was any public comment on this item, which there were one. Public Comment – Drew asked how we find apartments or buildings that are not declared? Fire Marshal Marshall stated this is something we dedicate quite a bit of time to. We are involved with all new construction from the construction outset and before plans are submitted to the city. Once the construction is done, it’s moved in queues and become permanent. Other ones can be found through observation while inspecting in areas, by checking the County tax records, and by fire response incidents.

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.

### **Item 8.3 – Receive the 2021-22 Mid-Year Budget Update and adopt a resolution approving an appropriation of \$2.1 million in mutual aid deployment reimbursement revenue and \$0.3 million in available fund balance in the General Fund.**

Budget Analyst Renee Halcon provided a Power Point presentation on the 2021-22 mid-year budget update for the general fund and the Fire Protection & Life Safety fund. Beginning with the general fund, it started the year with a \$1.5 million fund balance. The adjusted budget assumes \$43 million in revenues and \$43.1 million in expenditures. Based on the financial data through November 2021, total revenues through the remainder of the fiscal year are projected to be \$45.1 million, which is approximately \$2.1 million higher than anticipated. This is largely due to the reimbursements from mutual aid deployments earlier in the fiscal year. Total expenditures are projected to be \$45.4 million through the remainder of the fiscal year which is approximately \$2.3 million higher than we anticipated. This is also largely due to the deployments and the overtime that was needed to meet minimum staffing requirements. Based on the current year-end estimate for revenues and expenditures, the general fund is projected to end the fiscal year with a balance of approximately \$1.2 million. As we navigate through these times of new Covid variants, there have been a significant number of individuals out due to covid, and overtime is anticipated to increase. We will continue to monitor this closely and are also looking into ways to receive federal relief for these overtime costs.

Fire Protection & Life Safety fund began the year with \$226,000 in fund balance. The adjusted budget assumes \$2.6 million in revenues and \$2.8 million in expenditures. Based on the financial data gathered through November of 2021, total revenues are projected to end the year at \$2.3 million, which is approximately \$300,000 lower than anticipated. This is primarily due to the decrease in fire inspections for construction permits and multi-residential units. Total expenditures are projected to end the year at \$2.6 million which is approximately \$200,000 lower than anticipated. This is largely due to the vacancy savings within this fund. Based on the current year-end estimate for this fund, there is projected to be a loss of \$245,000. This would decrease the fund balance to approximately negative \$20,000. If this does happen, the general fund would then be required to provide a temporary loan at the end of the fiscal year to bring this fund back to \$0.

Board Chair Goethals asked if there was any public comment on this item, which there were none.

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

**Item 8.4 – Adopt a resolution to approve job classification for the position of Systems Analyst I/II.**

Fire Chief Kent Thrasher provided a brief overview for the recommendation to approve the job classification of a Systems Analyst I/II. Through an internal assessment, we have identified that other fire agencies our size provide support through positions specifically created for internal Informational Technology (IT) needs. This topic has been discussed with the IT Managers of Belmont, Foster City, and San Mateo and they agree that SMC Fire needs an internal IT position. We will continue the agreement with City of Foster City for hardware and network support. With the elimination of contracts, a per diem position and overtime savings, this position will be cost neutral.

Board Chair Goethals asked if there was any public comment on this item, which there were none.

Board Member Lieberman provided feedback stating that when items are budget neutral or close to it, it's almost always better to have someone on staff rather than relying on vendors for many reasons. He also stated that this is a great move to help improve things to a much greater extent.

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

**Item 8.5 – Fire Board discussion regarding a retreat to discuss the Department's current state, long-term goals, organizational changes.**

Board Chair Goethals started the discussion by stating this is a great idea and opportunity to look back at what has worked, minor tweaks that were made, and to look forward putting SMC Fire on a path for long-term sustainability. Fire Chief Thrasher provided further overview of the implementation plan to include minor and major changes to the organization. A few of the major changes includes restructuring of the Training Division, reorganizing the current command staff org chart, enhancing the functionality of administration which includes the addition of a Systems Analyst, and implementing an overtime reduction plan. Lastly, something we should do on a regular basis, review the current JPA Agreement. Staff has identified minor changes and would like Fire Board insights as well. The retreat will take place in late February or early March. Board briefly discussed their availability. Legal Counsel will be included for the discussion of the JPA Agreement.

Board Member Awasthi shared that today the Foster City Council had their Annual Policy Summit, and she was appointed as the JPA Fire Liaison again.

## 9. REPORTS & ANNOUNCEMENTS

Interim Division Chief/Fire Marshal Marshall provided the following CRR update:

- Major focus on the last few months was working to make sure we continue to complete 100% of our annual state mandated fire inspections.
- OES staff has completed the periodic update of the Local Hazard Mitigation Plan. This involved meeting with stakeholders of the three cities including working with the County to complete the annexes. After the Board of Supervisors and three cities vote on the plan, it goes to FEMA and the State. As of last week, this went through the final step for approval, and we now have a viable Local Hazard Mitigation Plan.
- A couple years ago, we were awarded the FP&S Grant to help us reduce our wildfire exposure through NFPA Firewise training workshops for community groups. There were timing delays due to Covid and we were offered an extension to the grant deadline. Several weeks ago, we were able to final offer a training which was held at San Mateo City Hall. The presentation included guest speakers and had about 50 residents in attendance. We are now preparing for the second workshop which will target a specific homeowner's group that is in a wildfire area. Between now and September, we will offer 8 more workshops. Additional outreach will be on a YouTube channel and through televised commercials.
- We continue to monitor Fund 37 budget and are now starting to see increases from the permit fees while keeping in mind the safety of the residents. Part of this involves having the employees that can perform the jobs. Next week we will have a promotional assessment center for the Deputy Fire Marshal that retired last year. Four inspectors who applied and are hopeful to promote from within. We had two inspectors leave and we offered a full time position to a current Per Diem Fire Inspector Jose Andrade. Today we also brought on another Per Diem Inspector Jennifer Mecham.

Board Member Lieberman asked for the amount of the grant. Marshal Marshall stated it was for around \$85,000 and we are responsible for about \$6,000 of it.

Chief Thrasher provided the following Chief and Operations update:

- From 2019 to 2020, we saw a drop in call volume to just over 10%. In 2021, our call volume increased by almost 24%.
- Our new Type-6 engines were in high demand and crews were deployed to wildfires in California, Oregon, and Montana. With the new state provided Type-1 fire engine, several of our personnel were deployed as single resources. The assignments put our crews in positions much more involved with active fires in remote areas.
  - We deployed a total of 9,413 hours/\$2,076,332 in 2021. For comparison, 2020 was recorded at 22,962 hours/\$2,574,114. All fully reimbursable through the state.
  - We are mindful to a concerning new trend involving the inability of local fire department to send resources when requested. San Diego, Contra Costa, and Redwood City Fire Departments are examples of departments that turned down requests in 2021. Though we had to reduce our ability to deploy, we were able to support most requests.
- Throughout the impacts of Covid in 2021, I am incredibly proud of work done by all members of SMC Fire. With an increased call volume, substantial wildfire season and increased training requirements due to Covid restrictions the previous year, the workload on Operations was significant. Our OES and Prevention divisions were faced with staffing cuts and navigating process changes due to the pandemic. Administrative and Command Staff personnel continued to work diligently through the year providing oversight and behind-the-scenes functions that are necessary to keep the department running smoothly.
- Tomorrow marks our 3-year anniversary as SMC Fire. As Fire Chief, I am extremely excited to apply what we've learned over those 3 years, right size our organization and map out a strategic plan that will successfully carry us well into the future.

Board Member Goethals asked if there was any public comment on this item, which there was one.

**10. ADJOURNMENT**

The Board reminded the participants the next meeting will take place April 13, 2022, and the meeting was adjourned at 4:58 p.m.

DRAFT



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** March 14, 2022

**Subject:** Revised Salary Schedule

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## **RECOMMENDATION**

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

## **BACKGROUND**

On January 12, 2022, the Fire Board approved the addition of a Systems Analyst I/II within the American Federation of State, County and Municipal Employees (AFSCME) employee group.

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.

The following revisions to the Merit Salary Schedule have been made:

- Addition of Systems Analyst I/II reflecting the salaries approved by the Board of Directors on January 12, 2022 via resolution.

## **FISCAL IMPACT**

The adopted FY 2021-22 budget assumed these increases for each corresponding classification.

## **ATTACHMENTS**

- A. Resolution
- B. Revised Merit Salary Schedule

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT APPROVING THE REVISED SALARY  
SCHEDULE TO REFLECT THE HOURLY, MONTHLY, AND ANNUAL RANGES FOR  
MERIT CLASSIFICATIONS**

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WHEREAS, on January 12, 2022, the Fire Board approved the addition of a Systems Analyst I/II within the American Federation of State, County, and Municipal Employees (AFSCME) employee group; 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, the Merit Salary Schedule has been revised to include the addition of the Systems Analyst I/II position and to reflect the salaries approved by the Board of Directors on January 12, 2022 via resolution.

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

1. Approve the revised salary schedule, attached as Exhibit A and incorporated by reference, to reflect the hourly, monthly, and annual ranges for merit classifications within San Mateo Consolidated Fire Department.

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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 March 2022, 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: 01/23/2022 \*



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	66.06	5,284.89	11,450.60	137,407.20
			STEP 2	68.98	5,518.79	11,957.38	143,488.56
			STEP 3	72.16	5,772.71	12,507.53	150,090.36
			STEP 4	75.41	6,031.90	13,069.11	156,829.32
			STEP 5	78.77	6,301.63	13,653.53	163,842.36
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: 01/23/2022 \*

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2085	FIRE BAT CHIEF-40	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
2086	FIRE BAT CHIEF-56	E	STEP 1	59.35	6,647.14	14,402.14	172,825.68
			STEP 2	62.32	6,979.50	15,122.25	181,467.00
			STEP 3	65.44	7,328.50	15,878.42	190,541.04
			STEP 4	68.70	7,694.64	16,671.73	200,060.76
			STEP 5	72.14	8,079.46	17,505.49	210,065.88
3121	FIRE CAPTAIN-40 (LT DUTY)	NE	STEP 1	67.40	5,392.79	11,684.37	140,212.44
			STEP 2	70.48	5,639.11	12,218.08	146,616.96
			STEP 3	73.67	5,892.82	12,767.77	153,213.24
3120	FIRE CAPTAIN-56	NE	STEP 1	48.15	5,392.79	11,684.37	140,212.44
			STEP 2	50.35	5,639.11	12,218.08	146,616.96
			STEP 3	52.61	5,892.82	12,767.77	153,213.24
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	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
3175	FIRE PREV INSPECT I	NE	STEP 1	52.20	4,176.49	9,049.07	108,588.84
			STEP 2	54.55	4,364.05	9,455.44	113,465.28
			STEP 3	57.04	4,563.17	9,886.87	118,642.44
			STEP 4	59.61	4,768.62	10,332.01	123,984.12
			STEP 5	62.27	4,982.50	10,795.42	129,545.04
3178	FIRE PREV INSPECT II	NE	STEP 1	57.44	4,594.79	9,955.37	119,464.44
			STEP 2	60.02	4,801.29	10,402.79	124,833.48
			STEP 3	62.71	5,016.23	10,868.49	130,421.88
			STEP 4	65.52	5,241.70	11,357.01	136,284.12
			STEP 5	68.48	5,478.75	11,870.63	142,447.56



# San Mateo Consolidated Fire Department

## Merit Salary Schedule

Effective Date: 01/23/2022 \*

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	50.74	4,058.42	8,793.24	105,518.88
			STEP 1	52.88	4,230.44	9,165.95	109,991.40
			STEP 2	55.20	4,416.30	9,568.66	114,823.92
			STEP 3	57.71	4,616.91	10,003.31	120,039.72
			STEP 4	60.35	4,827.84	10,460.31	125,523.72
			STEP 5	63.06	5,044.66	10,930.10	131,161.20
3140	FIREFIGHTER-56	NE	STEP 0	36.24	4,058.42	8,793.24	105,518.88
			STEP 1	37.77	4,230.44	9,165.95	109,991.40
			STEP 2	39.43	4,416.30	9,568.66	114,823.92
			STEP 3	41.22	4,616.91	10,003.31	120,039.72
			STEP 4	43.11	4,827.84	10,460.31	125,523.72
			STEP 5	45.04	5,044.66	10,930.10	131,161.20
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: 01/23/2022 \*

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
5460	SYSTEMS ANALYST I	NE	STEP 1	44.87	3,589.04	7,776.25	93,315.00
			STEP 2	46.87	3,750.20	8,125.43	97,505.16
			STEP 3	48.96	3,917.16	8,487.18	101,846.16
			STEP 4	51.22	4,097.63	8,878.19	106,538.28
			STEP 5	53.50	4,280.01	9,273.36	111,280.32
2033	SYSTEMS ANALYST II	E	STEP 1	51.85	4,149.31	8,990.18	107,882.16
			STEP 2	54.19	4,334.68	9,391.80	112,701.60
			STEP 3	56.61	4,530.23	9,815.50	117,786.00
			STEP 4	59.21	4,735.97	10,261.26	123,135.12
			STEP 5	61.84	4,948.83	10,722.47	128,669.64



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** March 14, 2022

**Subject:** **Battalion Chief Compensation and Benefit Plan Update**

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## **RECOMMENDATION**

Adopt a resolution approving revisions to the Compensation and Benefit Plan for the Battalion Chiefs' employee group.

## **BACKGROUND**

On January 9, 2019, the Fire Board of Directors approved the Battalion Chiefs' compensation and benefit plan. The compensation and benefit plans are the base document for both salary and benefits (medical, dental, vision, life insurance) as well as leaves, seniority, and other provisions of employment provided by the Department. During review, an administrative error was discovered in the version approved by the Board and minor housekeeping changes need to be made.

During the process of establishing the Battalion Chiefs' compensation plan, the Department agreed to compensate the Battalion Chiefs that were assigned to a forty (40) hour work week and the Fire Marshal a differential of 6.0% of base pay. This pay was intended to be reportable to CalPERS for compensation and retirement purposes and it was intended to be called Management Incentive Pay.

However, the version of the Battalion Chiefs' compensation and benefit plan that was approved by the Fire Board erroneously called this pay Administrative Differential and listed it as 5.0% of base pay.

## **ANALYSIS**

Since the inception in 2019, the Department has paid this management incentive pay to all Battalion Chiefs that are assigned to forty (40) hour work week and to the Fire Marshal. This action will correct the language to reflect the intent and the practice for any and all employees covered by this Compensation and Benefits plan since the Department's inception in 2019.

## **FISCAL IMPACT**

Funds for this differential are included in the current fiscal year 2022-23 budget.

## **ATTACHMENTS**

- A. Resolution
- B. Fire Battalion Chief Compensation & Benefits Plan

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING REVISION TO THE COMPENSATION AND BENEFIT PLAN FOR THE BATTALION CHIEFS' EMPLOYEE GROUP.**

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WHEREAS, on January 9, 2019, the Fire Board of Directors approved the Battalion Chiefs' compensation and benefit plan; and,

WHEREAS, during review, an administrative error was discovered in the version approved by the Board and minor housekeeping changes need to be made; and,

WHEREAS, the Department agreed to compensate the Battalion Chiefs that were assigned to a forty (40) hour work week and the Fire Marshal a differential of 6.0% of base pay; and,

WHEREAS, this pay was intended to be reportable to CalPERS for compensation and retirement purposes and it was intended to be called Management Incentive Pay; and,

WHEREAS, the version of the Battalion Chiefs' compensation and benefit plan that was approved by the Fire Board erroneously called this pay Administrative Differential and listed it as 5.0% of base pay; and,

WHEREAS, the Department has paid this management incentive pay to all Battalion Chiefs that are assigned to forty (40) hour work week and to the Fire Marshal. This action will correct the language to reflect the intent and the practice.

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

1. Approve the revisions to the Compensation and Benefit Plan for the Battalion Chiefs' employee group.

\*\*\*

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 March, 2022 , by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Acting Board Secretary

---

Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel

Attachment B

**COMPENSATION AND BENEFITS PLAN**  
**FOR**  
**BATTALION CHIEFS**

**Effective January 13, 2019**

**AND**

**Expires June 30, 2022**

**COMPENSATION AND BENEFITS PLAN  
FOR  
BATTALION CHIEFS  
January 13, 2019 - June 30, 2022**

**TABLE OF CONTENTS**

**Contents**

<b>ARTICLE I WAGES AND BENEFITS .....</b>	<b>1</b>
<b>Section 1 - Wages .....</b>	<b>1</b>
<b>Section 2 - Retirement .....</b>	<b>1</b>
2.1 Employee Retirement Contributions .....	2
2.2 Retirement Reopener .....	2
2.3 Merit Increases .....	2
<b>Section 3 - Probationary Period .....</b>	<b>2</b>
<b>Section 4 - Special Pay and Allowance.....</b>	<b>2</b>
4.1 Initial Uniform Allowance.....	2
4.2 Uniform Allowance .....	2
4.3 Standard Uniform .....	3
4.4 Educational Incentive Pay.....	3
4.5 <del>Administrative Differential</del> <u>Management Incentive Pay</u> .....	3
4.6 Hazardous Materials Technician/Specialist/Assistant Safety Officer .....	3
4.7 Shared Training Division Paramedic Program Oversight Pay.....	3
<b>Section 5 - Department Provided Vehicles and Vehicle Allowances.....</b>	<b>4</b>
<b>Section 6 - Sick Leave .....</b>	<b>4</b>
6.1 Sick Leave .....	4
6.2 Sick Leave Accrual.....	4
6.3 Doctor's Certification.....	4
6.4 Protected Sick Leave .....	4
6.5 Extended Sick Leave .....	5
<b>Section 7 - Flexible Benefits Plan.....</b>	<b>5</b>
<b>Section 8 – Dental/Vision Insurance .....</b>	<b>6</b>
8.1 Dental Insurance.....	6
8.2 Vision Insurance .....	6
<b>Section 9 - Long Term Disability .....</b>	<b>6</b>
<b>Section 10 - Life Insurance.....</b>	<b>6</b>
<b>Section 11 - Deferred Compensation Plan .....</b>	<b>7</b>
<b>Section 12 - Pay for Temporary Assignment .....</b>	<b>7</b>

<b>Section 13 – Special Command Pay .....</b>	<b>7</b>
<b>Section 14 - Vision Care/Professional Development/Fitness Club (Gym) Memberships .....</b>	<b>7</b>
<b>Section 15 – Retiree Health Saving Plan .....</b>	<b>8</b>
15.1 Contribution .....	8
15.2 Separation Pays .....	8
<b>ARTICLE II HOLIDAYS .....</b>	<b>8</b>
<b>Section 1 - Official Department Holidays.....</b>	<b>8</b>
<b>Section 2 – Holiday In-Lieu Pay .....</b>	<b>9</b>
<b>ARTICLE III VACATION AND OTHER LEAVES.....</b>	<b>9</b>
<b>Section 1 - Vacation Accrual &amp; Use .....</b>	<b>9</b>
1.1 Vacation Accrual for Fire Battalion Chiefs.....	9
1.1.1 Vacation Leave – 56 hour.....	9
1.1.2 Vacation Leave – 40 hour.....	10
1.2 Vacation Sell Back .....	10
1.2.1 Employees 56 Hour employees .....	10
1.2.1 40 Work employees .....	10
<b>Section 2 – Executive Leave .....</b>	<b>11</b>
2.1 Sell Back.....	11
<b>Section 3 – Recognition Leaves .....</b>	<b>11</b>
3.1 Performance Component .....	11
3.2 Service Component.....	12
<b>Section 5 - Sick Leave Accrual &amp; Use.....</b>	<b>12</b>
<b>Section 6 - Leaves of Absence .....</b>	<b>14</b>
6.1 Job Incurred Disability Leave .....	14
6.2 Leave of Absence without Pay .....	14
6.3 Jury Duty Leave .....	14
6.4 Military Leave.....	14
<b>Section 7 - Educational Release Time .....</b>	<b>14</b>
<b>Section 8 - Dues Deduction .....</b>	<b>15</b>
<b>Section 9 - Discipline .....</b>	<b>15</b>
<b>Section 10 - Grievances.....</b>	<b>15</b>
<b>Section 11 - Duration .....</b>	<b>16</b>
<b>Attachment A.....</b>	<b>17</b>
<b>Salary Chart.....</b>	<b>17</b>

**COMPENSATION AND BENEFITS PLAN  
FOR  
Battalion Chiefs**

The San Mateo Consolidated Fire Department (hereinafter called "Department") provides the following wages, hours, and other terms and conditions of employment to its Battalion Chiefs as described in this Compensation and Benefits Plan (hereinafter called the "Plan").

**ARTICLE I  
WAGES AND BENEFITS**

Section 1 - Wages

Effective January 13, 2019, wages for the Management classes and the monthly pay ranges and steps shall be as established in Attachment A. The wages listed in Attachment A reflect an increase by an amount equal to for the classification of Battalion Chiefs.

Effective July 14, 2019 the wages for the classifications listed in Appendix A shall be increased by 3.0%.

Effective July 12, 2020 the wages for the classifications listed in Appendix A shall be increased by 3.0%.

Effective July 11, 2021 the wages for the classifications listed in Appendix A shall be increased by 3.0%.

Section 2 - Retirement

Public safety Management Employees P.E.R.S. contributions shall be administered in accordance with Internal Revenue Code Section 414(h)(2).

The Department shall contract with P.E.R.S. to provide the 4th Level of 1959 Survivor Benefits.

The Department contracted with P.E.R.S. to provide all Battalion Chiefs, hired on or after, January 1, 2013, a 2.7% @ 57 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This new retirement tier applies to all local safety members hired on or after January 12, 2019 and all new local safety members as defined in the Public Employees' Pension Reform Act.

"Classic Employees" (as defined by Section 7522.05 of the Government Code) shall receive the 3.0% @ 55 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period.

The Department shall continue to contract with P.E.R.S. to provide the Military Service Credit.

2.1 Employee Retirement Contributions

- Classic Employee will pay the entire employee's share (9.0%)
- Effective January 13, 2019, employees will pay 4.0% of the Employer share for a combined total of 13.0%.
- Effective July 14, 2019, employees will pay 4.5% of the Employer share for a combined total of 13.5%.
- Effective July 12, 2020 all employee will pay 50% of the normal cost/Classic employees' maximum payment will be 14.0% (EE share and ER share).

2.2 Retirement Reopener

After July 1, 2019, the BC's and the JPA may enter into discussion regarding Employee retirement contributions. Specifically, Section 20516 Employees Sharing Additional Cost of the CalPERS Optional Benefits Listing. If any modifications are agreed upon they shall be in accordance with CalPERS rules and regulations.

2.3 Merit Increases

Upon the satisfactory completion of twelve (12) months of the required probationary period, a merit increase to the next higher step in the salary range shall be granted to eligible Employees. Each twelve (12) months thereafter upon the anniversary of such first merit increase, and until the maximum pay range established for their job class has been reached, each Employee receiving a satisfactory performance evaluation shall receive a merit increase to the next higher step. Provided, however, that the Employee shall not receive annual merit increases beyond the maximum step of the salary range for the established job class.

Section 3 - Probationary Period

The initial probationary period for new Employees shall be for a period of not less than twelve (12) months of actual service. Further provisions regarding probationary periods are found in the Departments Personnel Rules and Regulations (hereinafter called "Department Personnel Rules").

Section 4 - Special Pay and Allowance

4.1 Initial Uniform Allowance

The Department shall provide two (2) standard uniforms in accordance with the department's uniform policy upon initial hire.

4.2 Uniform Allowance

Employees shall receive a uniform allowance of Thirty eight dollar and forty six cents (\$38.46) per pay period.

As each Station is equipped with washers and dryers, it will no longer be provided with laundry services, sheet and towels.

The Department has an interest in requiring all safety employees to have a Class A uniform. The Department will purchase one Class A coat for each safety employee when they complete probation.

#### 4.3 Standard Uniform

All personnel will be required to wear a standard uniform. The standard uniform will include specifications for clothing used during the physical fitness period. A dark blue standard uniform jacket will be designated by the Fire Chief and the initial purchase will be made by the Department.

#### 4.4 Educational Incentive Pay

Effective for all employees hired/promoted in to this unit after January 1, 2019 the following education incentive shall apply.

- Possession of a BA Degree shall entitle an employee to one hundred twenty dollars (\$120) per pay period.
- To be eligible for educational incentive pay, a Battalion Chief must complete a minimum of 24 hours of approved Level II or Level III California Fire Service Training and Educational System training or other equivalent formal training each year. Equivalent formal training is defined as training pre-approved by the Fire Chief. Training must be designed to enhance the management skills of the Battalion Chief. The failure of an individual to obtain the required training during a fiscal year shall then terminate educational incentive payment for that person in the following fiscal year. If the employee is unable to complete the training within the fiscal year due to situations clearly beyond his/her control, the Fire Chief may waive the requirement. Battalion Chiefs who attend training will receive \$70 per hour for training hours provided by an outside agency. The employees will receive the monies as a stipend after reimbursement is received by the JPA. The training stipends will be paid on June 1 of each year.

#### 4.5 ~~Administrative Differential~~Management Incentive Pay

Employees in this unit that are assigned to a 40 hour Fire Marshal or Administrative Battalion Chief assignment shall receive a differential of ~~65.0%~~ of base pay.

#### 4.6 Hazardous Materials Technician/Specialist/Assistant Safety Officer

An Administrative Battalion Chief assigned to the Hazardous Materials Program and who possess Hazardous Materials Technician/Specialist and an Assistant Safety Officer certificates shall be eligible for a six and one-half percent differential.

#### 4.7 Shared Training Division Paramedic Program Oversight Pay

An employee assigned as the Central County EMS JPA supervisor shall receive a non-PERSable monthly stipend of One Thousand dollars (\$1,000) per month for performing all duties associated with the assignment. To be eligible for the assignment the employee possess and maintain their paramedic license.

## Section 5 - Department Provided Vehicles and Vehicle Allowances

Employees shall be provided a Department vehicle, as determined to be appropriate by the Fire Chief.

Employees using a Department vehicle must sign a "Vehicle Use Declaration & Acknowledgement Form."

## Section 6 - Sick Leave

### 6.1 Sick Leave

The purpose of this Section is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege, which the employee can exercise in the event of his/her bona fide illness or disability or in the event his/her presence away from work is essential because of illness, death or disability of immediate members of his/her family.

### 6.2 Sick Leave Accrual

**40 Hour Employees** - For full-time regular and probationary employees on a forty (40) hour workweek schedule, sick leave shall be accrued at the rate of 3.69 hours for each biweekly pay period of service or twelve (12) days per year. Unused sick leave shall be accumulated. There is no cap on sick leave accumulation.

**56 Hour Employees** - For full-time regular and probationary employees on a fifty-six (56) hour workweek schedule, sick leave shall be accrued at the rate of 5.54 hours for each biweekly pay period of service or six (6) twenty-four (24)-hour shifts per year. Unused sick leave shall be accumulated. There is no cap on sick leave accumulation.

Any employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credits. Sick leave shall accrue during an absence, which is a result of occupational disability resulting from Department service.

### 6.3 Doctor's Certification

The Fire Chief or designee is responsible for determining that only bona fide personal or family sick leave is taken.

A doctor's certification may be required in all cases where the period of absence exceeds five (5) consecutive working days or three (3) consecutive shifts.

The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence, where, in the opinion of the Fire Chief, or designee, substantial evidence exists that sick leave has been misused and a prior warning has been given to the employee regarding the abuse of sick leave.

### 6.4 Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave for

the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Employee family means parent, spouse, domestic partner, son, daughter, or domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren.

Not more than six (6) days or four (4) shifts of such family sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist, at the discretion of the Fire Chief and or designee, a reasonable extension of the six (6) day or four (4) shifts limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

#### 6.5 Extended Sick Leave

After one year of continuous service, employees who must stay off work because of illness or injury and who have exhausted their sick leave benefits may be granted extended sick leave pay for thirty (30) calendar days at the rate of seventy-five percent (75%) of regular salary upon recommendation and approval of the Fire Chief or designee. Such extended sick leave shall not be charged to the employee's future sick leave accrual. Employment-related benefits are prorated in accordance with the employee's time on the payroll (i.e., seventy-five percent 75%). The Fire Department reserves the right to require medical documentation regarding the need for extended sick leave.

### Section 7 - Flexible Benefits Plan

The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS MEC whichever is greater, towards group medical insurance or No Plan) per month towards the flexible benefit plan.

	Effective January 2019	Effective January 2020	Effective January 2021	Effective January 2022
No Plan	\$380	\$380	\$380	\$380
Employee Only	\$827	\$876	\$929	\$985
Employee +1	\$1,654	\$1,753	\$1,858	\$1,969
Family	\$2,152	\$2,281	\$2,418	\$2,563

- No Plan Eligibility - If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the Department's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the Department plan. If an employee selects the No Plan option the JPA contribution shall be deposited to the employee's deferred compensation account.

- Minimum contribution to be set at \$160 per month or the PERS MEC, whichever is greater. (this establishes the minimum retiree medical contribution at \$160 month)
- The maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family).
- If Local 2400 reopens the section regarding medical contributions, the Fire Chief or his/her designee will meet with the BC's to inform them of any modifications to the Local 2400 Flexible Benefit JPA contributions and discuss the impacts of the modifications.
- If an employee selects a plan, other than Kaiser whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the month premium that exceeds the amounts listed above through pay roll deduction.
- If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's contribution shall be 10% of the selected plan's monthly premium.

Employees who opt out of health plan coverage through the Department must annually provide proof of insurance through a spouse, parent or state-registered domestic partner in order to be eligible for the "no plan" contribution amount above.

## Section 8 – Dental/Vision Insurance

### 8.1 Dental Insurance

The Department shall provide for one hundred percent (100%) coverage on routine maintenance and eighty percent (80%) on minor and major dental work with a maximum payment of three thousand dollars (\$3,000) per eligible employee and covered dependent per year. A lifetime orthodontic benefit of three thousand five hundred dollars (\$3,500) shall be provided to eligible employee and dependents. The Department may self-insure to provide equal or better benefits.

### 8.2 Vision Insurance

The Department shall provide vision insurance for the eligible employee and covered dependents. Vision coverage shall provide annual exams, lenses and frames with a twenty-five dollars (\$25.00) annual deductible.

## Section 9 - Long Term Disability

The Department shall pay the full amount to provide Long Term Disability (LTD) insurance for employees.

## Section 10 - Life Insurance

The Department shall contribute the full amount to provide a term life insurance policy equal to the Employee's annual salary with coverage of \$200,000 plus the same amount of Accidental Death and Dismemberment insurance for each Employee.

### Section 11 - Deferred Compensation Plan

The Department shall offer a voluntary deferred compensation plan available to all employees in accordance with Internal Revenue Code section 457. Information about the 457 Plan options is available on the Department's intranet. The plan year for Employee contributions to the 457 Plan is the calendar year, January 1 to December 31. The maximum voluntary contribution to any Employee's account shall be that amount established by law.

All Management Employees may participate in a voluntary 401(a) plan. The maximum voluntary contribution to any Employee's account shall be that amount established by law.

### Section 12 - Pay for Temporary Assignment

An Employee appointed to a higher paid classification on an acting basis shall be paid at the first step of the higher pay range or at the step which is not less than 5% more than his/her current pay, provided the duration of the assignment is for 30 days or more and for purposes other than vacation relief and all of the duties of the higher paid class are performed.

### Section 13 – Special Command Pay

A shift Battalion Chief who work a shift in excess of his/her regular 24 day tour of duty or an Administrative Battalion Chief, who is covering a 56 hour work week Battalion Chief shift, will receive a compensation in accordance with the table below:

Effective Date	Flat Amount for a full 24 hour Shift	Flat Amount for 18 hours	Flat Amount for 12 hours	Flat amount for 6 hours	Flat amount for 2 hours
July 2019	\$2,300	\$1,725	\$1,150	\$575	\$190
July 2020	\$2,400	\$1,800	\$1,200	\$600	\$200
July 2021	\$2,500	\$1,875	\$1,250	\$625	\$208

### Section 14 - Vision Care/Professional Development/Fitness Club (Gym) Memberships

The Department will reimburse, upon presentation of the proper documentation as outlined below, up to \$200 per fiscal year (July 1 through June 30 of the following year) for the following items:

Professional Development: appropriate receipts for professional development expenses which may include the following: the cost of certificate programs, seminars, workshops, conferences; professional, civic, or community organizations; management-related books, tapes, or training programs. Reimbursement for such expenses must be approved in advance by the Fire Chief.

Fitness Club (Gym) Membership: appropriate receipts for fitness club (gym) membership expenses including membership fees and monthly dues, class fees or any other fees paid to the fitness club (gym) or any other provider. Reimbursement of any fitness club (gym) expense under this Section 14 is subject to Federal, State and Medicare taxes in

accordance with IRS regulations.

### Section 15 – Retiree Health Saving Plan

On All employees in the Unit will be enrolled in the RHS Account. The monthly contributions shall be by all employees and the Department shall make contributions on behalf of all employees.

#### 15.1 Contribution

Months of Service	Department Contribution	Employee Contribution
1 – 72	2.0%	1.0%
73 – 131	2.0%	1.0%
132 – 191	2.5%	2.0%
192 – 239	3.0%	2.0%
240 – 299	3.5%	2.5%
300+	4.0%	2.5%

Months of Service is defined as continuous service with the Department only. It does not include service time with City of San Mateo, Belmont Fire Protection District or City of Foster City/Estero Municipal Improvement District.

#### 15.2 Separation Pays

Separation pay shall be contributed to this account in accordance with the Plan design. Any employee separating within the term of this contract will have all of his/her eligible accrued leave balances paid out into his/her RHS account. The administration costs of maintaining this RHS account will be borne by the Department.

## **ARTICLE II HOLIDAYS**

### Section 1 - Official Department Holidays

The following holidays are observed by the Department:

New Year's Day, January 1  
Martin Luther King, Jr. Day, January 15 or its legal substitute (third Monday in January)  
President's Day, February 22 or its legal substitute (third Monday in February)  
Memorial Day, May 31 or its legal substitute (last Monday in May)  
Independence Day, July 4  
Labor Day, first Monday in September  
Veteran's Day, November 11  
Thanksgiving Day, fourth Thursday in November  
Day after Thanksgiving, fourth Friday in November

Christmas Eve, December 24  
 Christmas Day, December 25  
 New Years' Eve, December 31

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

With regard to the holidays on Christmas Eve (December 24) and New Years' Eve (December 31) should either date fall on a Saturday or Sunday, the preceding Friday shall be observed. In the case where Christmas Day and/or New Years' Day are observed on Friday, the corresponding Eve holiday shall be observed on Thursday.

Section 2 – Holiday In-Lieu Pay

Fire Battalion Chiefs shall receive holiday in-lieu pay in the amount of 6.0% of their base pay in-lieu of twelve (12) Department recognized holidays. Fire Battalion Chiefs wishing to take a holiday off will need to use other available leaves.

**ARTICLE III  
 VACATION AND OTHER LEAVES**

Section 1 - Vacation Accrual & Use

Vacations are considered essential to the employee's welfare and they are granted by the Fire Department to allow employees relaxation and rest from their duties. Therefore, it shall be the policy of the Fire Department not to allow the excess accumulation of vacation leave.

Each 56-Hour Week employee shall be granted one hundred forty-four (144) hours credit for vacation with pay following completion of one (1) year of continuous service from date of hire. Thereafter, for each additional biweekly pay period of service, the employee shall accrue vacation with pay as follows:

**1.1 Vacation Accrual for Fire Battalion Chiefs**

**1.1.1 Vacation Leave – 56 hour**

Years	Shifts	Hours	Max Accumulation
1 <sup>st</sup> Year		144 Lump Sum	
13 – 47 months	6	144	288
48 – 95 months	8.5	204	408
96 – 143 month	9.33	224	448
144 – 191 months	11	264	528
192 -239 months	12.5	300	600
240+ months	13	312	624

### 1.1.2 Vacation Leave – 40 hour

Years	Days	Hours	Max Accumulation
1 <sup>st</sup> Year	12	96 Lump Sum	
13 – 47 months	12	96	192
48 – 95 months	18.25	146	292
96 – 143 month	20	160	320
144 – 191 months	23.5	188	376
192 -239 months	25	200	400
240+ months	26	208	416

Employees shall accrue vacation leave only as it is earned. New Employees shall not be eligible to use any vacation leave, however, until after completion of their initial twelve months of employment.

### 1.2 Vacation Sell Back

#### 1.2.1 Employees 56 Hour employees

In addition to the Department's right to pay employees who reach their maximum accrual, all 56 hour work week employees shall have the option to **make an irrevocable election to** receive cash payment for up to one hundred and forty four (144) hours of accrued vacation time each calendar year.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. An employee must have the designated number of accumulated vacation available for sell back at the designated time frame. Employees may receive a cash payment for up to 72 hours of accumulated vacation during June of each year and the employee may receive a cash payment for up to 72 hours of accumulated vacation during November of each year for a maximum of 144 hours.

#### 1.2.1 40 Work employees

In addition to the Department's right to pay employees who reach their maximum accrual, all 40 hour work week employees shall have the option to make an irrevocable election to receive cash payment for up to eight (80) hours of accrued vacation time each calendar year.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. An employee must have the designated number of accumulated vacation available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated vacation during June of each year and the employee may receive a cash payment for up to 40 hours of accumulated vacation during November of each year for a maximum of 80 hours.

Vacation use may be deferred by the written approval of the Fire Chief when in the best interests of Department and the Employees.

It is the responsibility of the Employee to review the vacation accrual balance printed on his/her paycheck stub to ensure that he/she uses his/her vacation within three accrual years unless deferment is requested and obtained from the Fire Chief as provided.

Employees may use accrued vacation in one (1) hour increments, subject to Fire Chief or his/her designee approval.

Additional guidelines that clarify the use and administration of this provision may be found in the Department Personnel Rules.

Vacation Allowance for Terminated Employees - Employees who terminate with the Department shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

Such compensation for prorated vacation of terminated employees shall be paid by adding to or deducting from his/her final paycheck.

## Section 2 – Executive Leave

Battalion Chiefs shall be credited with executive leave on a pay period basis a (the accrual rate shall be 3.7 hours per pay period).

An employee shall not accumulate more than 80 hours of executive leave.

Executive leave shall be taken at the discretion of the Employee contingent upon approval by the Fire Chief or his/her designee.

### 2.1 Sell Back

Employees may make an irrevocable election to receive cash payment for up to eighty (80) hours of accrued executive leave.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than eighty (80) hours of executive leave. An employee must have the designated number of accumulated executive leave hours available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated executive leave during June of each year and the employee may receive a cash payment for up to 40 hours of accumulated executive leave vacation during November of each year for a maximum of 80 hours.

## Section 3 – Recognition Leaves

### 3.1 Performance Component

Employees are eligible to receive a maximum of five (5) days of paid leave per fiscal year in recognition of exemplary performance.

Leave may be granted in any increment between one (1) day and five (5) days to individuals or to work teams for such reasons as a single outstanding achievement, consistently above standard job performance, or other extraordinary efforts on behalf of the Department, as approved by the Fire Chief.

This leave must be taken as paid time off in the fiscal year in which it is granted. This leave has no cash value and is not compensable upon termination of employment.

### 3.2 Service Component

Employees who subsequently complete 10, 20 and 30 years of service with the Department shall receive 40 hours of paid leave on their 10th, 20th and 30th anniversary of employment with the Department on their anniversary date.

This leave must be taken as paid time off within one year of the date it is granted. This leave has no cash value and is not compensable upon termination of employment.

## Section 4 - Funeral/Bereavement Leave

In the event of a death in the immediate family, employees may take up to two (2) shifts of paid time off. At the discretion of the Fire Chief or his/her designee, the employee may be granted additional shifts of accrued sick leave. Bereavement Leave shall be tracked separately. In the context of bereavement leave only, immediate family member shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchildren.

This leave shall not be accumulated and is in addition to sick leave and vacation benefits.

Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.

## Section 5 - Sick Leave Accrual & Use

Operational Fire Battalion Chiefs shall accrue sick leave at a rate of 12 hours per calendar month for each month that the Operational Fire Battalion Chief has worked regularly scheduled hours. There shall be no maximum accumulation of sick leave.

Employees may utilize up to 56 hours of unused sick leave to care for members of their immediate family and/or household members who have suffered an illness or injury in accordance with State law.

Family sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the Fire Chief or his/her designee, to vacation or administrative leave where the presence of the employee elsewhere is essential because of illness, or disability of immediate members of his/her family. Immediate family member means parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandparent or grandchild. No more than half of the Employee's annual accrual may be granted for family sick leave in any one calendar year. Any additional absences due to family illness or for other family members shall be charged to discretionary leave balances (e.g., vacation, compensatory time off, etc.).

Employees may be entitled to request additional leave pursuant to Federal and State Family Leave laws.

The patterns of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each Employee will be periodically reviewed by the Fire Chief or his/her designee. Department standards will be communicated and applied to evaluate the individual use of this benefit. An improvement plan may be developed and implemented by the Fire Chief or his/her designee, considering factors such as Employee circumstances, the operational impact of unscheduled absences, the obligation to provide consistency within the department, and the responsibility of managers to set a good example for other employees of the Department.

Employees covered by this Plan are eligible to participate in a catastrophic leave donation program. A regular full-time employee may be eligible to receive donations of vacation hours, to be included in the recipient employee's sick leave balance if he or she has a catastrophic illness or injury which prevents the employee from being able to work for an extended period of time. Catastrophic illness or injury is defined as a critical medical condition, diagnosed by a licensed physician, considered terminal or causing long-term major physical impairment or disability.

- A. The recipient employee, recipient's family member, or other person designated in writing by the recipient employee must submit a request to the Fire Chief.
- B. The recipient employee is not eligible so long as she/ he has paid leaves available however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C. The recipient employee must be eligible and willing to receive the donated vacation hours. All medical information will be kept confidential unless otherwise authorized in writing by the receiving employee.
- D. A recipient must be on an approved Leave of Absence, (FMLA, Sick Leave) with supporting medication certification.
- E. Donations shall be a minimum of twenty-four (24) vacation hours. The donor employee may donate vacation hours up to any amount so long as the donor employee retains at least ninety-six (96) hours of vacation. Sick leave hours may not be donated.
- F. Once the vacation leave is donated and posted to the receiving employee, the employee donating the vacation hours shall irrevocably lose all rights and privileges to the vacation hours donated.
- G. Donated leave cannot be used for longer than twelve (12) months without approval of the Fire Chief.
- H. The vacation hours donated will be converted to sick leave hours and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of the pay of the recipient employee.
- I. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

- J. The determination of the employee's eligibility for the Catastrophic Leave Donation shall be at the Fire Chief's sole discretion.

## Section 6 - Leaves of Absence

### 6.1 Job Incurred Disability Leave

Any permanent or probationary employee covered by this document who has suffered any disability arising out of and in the course of his/her employment, as defined by the Worker's Compensation Laws of the State of California shall be entitled to temporary disability benefits in accordance with Labor Code 4850.

### 6.2 Leave of Absence without Pay

Any employee desiring a leave of absence without pay from his/her employment for any reason shall secure written permission from the Fire Chief or designee. The decision of the Fire Chief or designee on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive. Except as otherwise provided in this Section, the maximum leave of absence shall be for 30 days and may be extended for like periods. Written permission for such extended periods shall be secured from the Fire Chief or designee. The first approved leave of absence without pay plus approved extended leaves of absence without pay shall not exceed 12 months. During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the Fire Chief or designee. The Fire Chief or designee may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof.

### 6.3 Jury Duty Leave

Every full-time employee of the Department who is called and required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the Department during the period of such service or while necessarily being present in court as a result of such call.

An employee called to serve as a trial juror shall notify the Department of such requirement at the time the employee receives the Jury Summons.

The employee shall be paid the difference between his/her full salary and any payment received by him, except travel pay, for such duty. (An employee who has been subpoenaed as a witness in his/her official Department capacity shall be paid his/her regular pay less any witness fee received.)

An employee who has been subpoenaed in a private capacity shall not be paid for the time he/she is not on duty with the Department.

### 6.4 Military Leave

Military leave shall be granted by the Fire Chief or designee in accordance with the provisions of state and federal law. See Department Policy Manual for further information.

## Section 7 - Educational Release Time

Employees shall be permitted to take job-related educational classes during on-duty hours within reasonable limits with approval of the Fire Chief.

## Section 8 - Dues Deduction

The Battalion Chiefs may have the regular dues deducted from their paychecks; provided, however, that such dues deduction shall be made only upon the written authorization of the individual employee. Payroll deductions shall be for a specified amount and uniform. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided and approved by the Department. The voluntary payroll deduction authorization will remain in effect until employment with the Department is terminated or until canceled or modified by the employee by written notice to the Department as provided below.

Amounts deducted and withheld by the Department shall be transmitted to the individual designated in writing by the Battalion Chief as the person authorized to receive such funds, at the address specified.

The employee's earnings must be sufficient, after all of the required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the Department which would have been withheld if the employee had been in pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made.

The Battalion Chiefs shall hold the Department harmless and shall fully and promptly reimburse the Department for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the Department or any of its agents by an employee in a represented classification in connection with the administration or enforcement of this section of the agreement. Such reimbursement shall include costs and attorney's fees incurred by the Department.

## Section 9 - Discipline

### Definition

The Fire Chief or designee may demote, suspend or discharge any employee for just cause. Any regular employee who is demoted, suspended or discharged shall be furnished a written notice of such action in compliance with the requirements of Firefighter Bill of Rights (FBOR).

Provisions regarding discipline and discharge are found in the Department Personnel Rules.

## Section 10 - Grievances

A grievance is any dispute which involves the interpretation or application of any of the provisions of this document, existing Department Personnel Rules, or other existing ordinances, resolutions, policies or practices which directly relate to a regular Employee's wages, hours and other terms and conditions of employment, including but not limited to such disciplinary actions as discharge, suspension and demotions.

The following matters are specifically excluded from consideration under the grievance procedure:

- A. Determination and application of the procedures, qualifications, and standards of employment;
- B. Budget and capital expenditures;
- C. Items not subject to meet and confer;
- D. Performance evaluations;
- F. Any items that are a managerial right;
- E. Items that are expressly designated in this document as not subject to grievance.

Employees are encouraged to use the problem resolution processes as a first step in resolving disputes ; however, should Employees choose to pursue a formal grievance, the Grievance Procedure outlined in Department Personnel Rules, Rule shall apply

#### Section 11 - Duration

This Plan shall take effect on July 1, 2018, and remain in effect until June 30, 2022.

**Attachment A**

**Salary Chart**

**Effective January 13, 2019**

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2085	FIRE BAT CHIEF-40	E	STEP 1	76.04	6,083.08	13,180.00	158,160.00
			STEP 2	79.84	6,387.23	13,839.00	166,068.00
			STEP 3	83.83	6,706.62	14,531.00	174,372.00
			STEP 4	88.02	7,041.69	15,257.00	183,084.00
			STEP 5	92.42	7,393.85	16,020.00	192,240.00
2086	FIRE BAT CHIEF-56	E	STEP 1	54.31	6,083.08	13,180.00	158,160.00
			STEP 2	57.03	6,387.23	13,839.00	166,068.00
			STEP 3	59.88	6,706.62	14,531.00	174,372.00
			STEP 4	62.87	7,041.69	15,257.00	183,084.00
			STEP 5	66.02	7,393.85	16,020.00	192,240.00
2430	FIRE MARSHAL	E	STEP 1	76.04	6,083.08	13,180.00	158,160.00
			STEP 2	79.84	6,387.23	13,839.00	166,068.00
			STEP 3	83.83	6,706.62	14,531.00	174,372.00
			STEP 4	88.02	7,041.69	15,257.00	183,084.00
			STEP 5	92.42	7,393.85	16,020.00	192,240.00

**Effective July 14, 2019**

~~Step 1 Step 2 Step 3 Step 4 Step 5~~

~~Fire Battalion Chief  
Fire Marshall~~

**Effective July 12, 2020**

~~Step 1 Step 2 Step 3 Step 4 Step 5~~

~~Fire Battalion Chief  
Fire Marshall~~

**Effective July 11, 2021**

~~Step 1 Step 2 Step 3 Step 4 Step 5~~

~~Fire Battalion Chief  
Fire Marshall~~



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** March 14, 2022

**Subject:** Purchase of Self-Contained Breathing Apparatus (SCBA) Units

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## **RECOMMENDATION**

Adopt a resolution approving the purchase of Self-Contained Breathing Apparatus (SCBA) units and related equipment and authorizing the Fire Chief to sign the purchase agreement.

## **BACKGROUND**

On April 14, 2021, the Fire Board of Directors approved a resolution in support of staff's application for grant funds via the 2020 Assistance to Firefighters Grant (AFG) for SCBA units. The San Mateo Consolidated Fire Department (SMC Fire) partnered with Central County Fire Department (CCFD) in the grant application. The SCBA system is made up of packs, cylinders, masks, and other equipment used to protect fire personnel in immediate danger to life and health (IDLH) atmospheres such as structure fires and is an integral piece of our personal protective (PPE) equipment. On August 25, 2021, the Department was awarded the grant, but with reductions.

Following the Department's purchasing procedure, SMC Fire staff worked with legal counsel and published a request for formal bids for SCBAs. The open bid was advertised from December 10, 2021 through December 27, 2021. On January 6, 2022, assigned staff from SMC Fire opened bids from two (2) vendors and identified All Star Fire Equipment as the successful bidder.

SCBA Cylinders have a 15-year lifespan per Department of Transportation (DOT) regulations, and the Department has many cylinders and other SCBA components that are approaching their end-of-life this year. We are upgrading all our SCBAs to meet industry standards, to provide interchangeability within our organization, and to become more aligned with our neighboring agencies. A total cost of \$1,201,259 is needed to replace SMC Fire's SCBA system. The grand total of \$1,461,722 for replacement SCBA's includes the AFG grant award of \$736,874 (SMC Fire \$476,411 plus CCFD \$260,463), and SMC Fire's additional responsibility of \$724,848.

	<b>SMC Fire</b>	<b>CCFD</b>	<b>Totals</b>
Federal Share	\$ 433,101	\$ 236,785	\$669,885
Non-Federal Share	\$ 43,310	\$ 23,678	\$66,988
AFG Grant Award Sub-Totals	\$ 476,411	\$ 260,463	\$736,874
Remaining Purchase	\$ 724,848		\$ 724,848
<b>Grand Totals</b>	<b>\$ 1,201,259</b>		<b>\$1,461,722</b>

**ANALYSIS**

To fully outfit and standardize our department, 133 SCBA packs and other SCBA related equipment are needed. The Department will be able to purchase 57 packs with the grant funds, and the remaining 76 SCBA packs, fit test kits, and related equipment will be purchased using appropriated funds in the Department's Equipment Replacement Fund.

**FISCAL IMPACT**

After applying \$476,411 of awarded grant funds, the remaining net cost of SMC Fire's share of the SCBAs and associated equipment of \$724,848 will be paid for from appropriations in the Equipment Replacement Fund, which includes 9.375% applicable California State sales tax.

**ATTACHMENTS**

- A. Resolution
- B. Quote for SMC Fire's AFG Grant Award
- C. Quote for CCFD's AFG Grant Award
- D. Quote for Remaining Purchase

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA) UNITS AND RELATED EQUIPMENT AND AUTHORIZING THE FIRE CHIEF TO SIGN THE PURCHASE AGREEMENT**

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WHEREAS, the SCBA system is made up of packs, cylinders, masks, and other equipment used to protect fire personnel in immediate danger to life and health atmospheres such as structure fires and is an integral piece of our personal protective (PPE) equipment; and,

WHEREAS, on April 14, 2021, the Fire Board of Directors approved a resolution in support of staff's application for grant funds via the 2020 Assistance to Firefighters Grant (AFG) for SCBA units and on August 25, 2021, SMC Fire was awarded the grant, but with reductions; and,

WHEREAS, to fully outfit and standardize the Department, 133 SCBA packs and other SCBA related equipment are needed. The Department will purchase 57 packs with grant funds and the remaining 76 SCBA packs, fit test kits, and related equipment will be purchased using appropriated funds in the Department's Equipment Replacement Fund; and,

WHEREAS, the Department is the primary recipient of the AFG, and the Central County Fire Department (CCFD) will be the subrecipient. SMC Fire will pay for the total cost of all SCBAs and invoice CCFD for their share of the cost;

WHEREAS, a total cost of \$1,201,259 is needed to replace SMC Fire's SCBA system. The grand total of \$1,461,722 for replacement SCBAs includes the AFG grant award of \$736,874 (SMC Fire \$476,411 plus CCFD \$260,463), and SMC Fire's additional responsibility of \$724,848.

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

1. Authorize the purchase of Self-Contained Breathing Apparatus (SCBA) units and related equipment and authorize the Fire Chief to sign the purchase agreement.

\*\*\*

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 March, 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

Attachment B



Sales Quote

2552 Barrington Ct. \* Hayward, California 94545 \* Phone 510-887-6295 \* Fax 510-887-6298

Date: February 24, 2022

To: **San Mateo Consolidated Fire / Central Fire.**

Quote Reference #

Attn: Eric Mackintosh

**SMCFD-FINAL BID**

Address 1040 E. Hillsdale Blvd

REV-3 - 2-24-2022

Foster City, CA. 94404

**SMCFD Grant Purchase**

**Change to Snap-Change**

Per your request, we are pleased to quote on the following.

Qty	Unit	Description	Price	Extension
57	Ea.	Scott X8915025305304 SCBA 5500psi, Snap-Change Cylinder Connection, Standard Kevlar Harness, Quick Disconnect Regulator (Rectus Fitting) Universal EBSS (Buddy Breathing), PASS with Pak-Tracker capability,	\$5,332.00	\$303,924.00
114	Ea.	Scott 200970-01 Carbon Cylinder w/Snap-Change Valve 5500psi, 45 minute (Includes Decal)	\$994.40	\$113,361.60
67	Ea.	Scott201215-22 AV3000HT Facepiece W/O Amp Bracket Sizes T.B.D.	\$273.00	\$18,291.00
		<b>Terms:</b> Net 30		
		<b>FOB:</b> Destination (Free shipping)		
		<b>Delivery:</b> Per 3M/Scott, Estimated ship date is 8 - 12 Weeks. Actual delivery should be shorter but with current supplier chain challenges, it's a moving target.		
			Subtotal	\$435,576.60
			9.375%	\$40,835.31
			S & H	\$0.00
			<b>Total</b>	<b>\$476,411.91</b>

Quoted by - Mark Preisendorf

[MarkP@AllstarFire.com](mailto:MarkP@AllstarFire.com)



## Sales Quote

2552 Barrington Ct. \* Hayward, California 94545 \* Phone 510-887-6295 \* Fax 510-887-6298

Date: February 24, 2022

**To:** San Mateo Consolidated Fire / Central Fire.**Quote Reference #****Attn:** Eric Mackintosh**SMCFD-FINAL BID****Address** 1040 E. Hillsdale Blvd

REV-3 - 2-24-2022

Foster City, CA. 94404

**CCFD Grant Purchase****Change to Snap-Change**

Per your request, we are pleased to quote on the following.

Qty	Unit	Description	Price	Extension
31	Ea.	Scott X8915025305304 SCBA 5500psi, Snap-Change Cylinder Connection, Standard Kevlar Harness, Quick Disconnect Regulator (Rectus Fitting) Universal EBSS (Buddy Breathing), PASS with Pak-Tracker capability,	\$5,332.00	\$165,292.00
62	Ea.	Scott 200970-01 Carbon Cylinder w/Snap-Change Valve 5500psi, 45 minute (Includes Decal)	\$994.40	\$61,652.80
41	Ea.	Scott201215-22 AV3000HT Facepiece W/O Amp Bracket Sizes T.B.D.	\$273.00	\$11,193.00
<b>Terms:</b>		Net 30		
<b>FOB:</b>		Destination (Free shipping)		
<b>Delivery:</b>		Per 3M/Scott, Estimated ship date is 8 - 12 Weeks. Actual delivery should be shorter but with current supplier chain challenges, it's a moving target.		
			Subtotal	\$238,137.80
			9.375%	\$22,325.42
			S & H	\$0.00
			<b>Total</b>	<b>\$260,463.22</b>

Quoted by - Mark Preisendorf

[MarkP@AllstarFire.com](mailto:MarkP@AllstarFire.com)



## Sales Quote

2552 Barrington Ct. \* Hayward, California 94545 \* Phone 510-887-6295 \* Fax 510-887-6298

Date: February 25, 2022

**To:** San Mateo Consolidated Fire Department  
**Attn:** B.C. Eric Macintosh & Gino  
**Address** 1040 E. Hillsdale Blvd  
 Foster City, CA. 94404

**Quote Reference #**  
**SMCFD-FINAL BID**

**Remaining Purchase**  
**Revised 2-25-2022**

**4th. Revision**

Per your request, we are pleased to quote on the following.

Qty	Unit	Description	Price	Extension
66	Ea.	Scott X8915025305304 SCBA 5500psi, Snap-Change Cylinder Connection, Standard Kevlar Harness, Quick Disconnect Regulator (Rectus Fitting) Universal EBSS (Buddy Breathing), PASS with Pak-Tracker capability,	\$5,332.00	\$351,912.00
161	Ea.	Scott 200970-01 Carbon Cylinder w/Snap-Change Valve 5500psi, 45 minute (Includes Decal)	\$994.40	\$160,098.40
120	Ea.	Scott201215-22 AV3000HT Facepiece W/O Amp Bracket Sizes T.B.D.	\$273.00	\$32,760.00
36	Ea.	Scott 200077-60 Mask Mounted Regulator	\$1,543.20	\$55,555.20
10	Ea.	Scott 201564-12 RIT Fast-Attack with RECTUS Connections, 5500psi Complete. (W/o Cylinder)	\$2,359.00	\$23,590.00
12	Ea.	Scott 201568-01 Carbon Cylinder 5.5, 45-min, Cylinder and (90°) CGA Valve for Fast Attack RIT	\$1,358.00	\$16,296.00
9	Ea.	Scott 200388-01. Tool adapter. Provides a CGA Outlet from a Snap-Change cylinder	\$584.24	\$5,258.16
188	Ea.	Strap Sleeve, Black Rip-Stop Nomex, 2" Reflective letters/Number. Folded Size 4" x 8"	\$22.50	\$4,230.00
73	Ea.	WolfPack SMP-ST-6205-BK SCBA Mask Pouch, Black	\$39.00	\$2,847.00
1	Ea.	OHD Fit Tester	\$9,495.00	\$9,495.00
1	Ea.	OHD Adapter for Scott Mask	\$338.00	\$338.00
1	Ea.	OHD # 20 Fit Test adapter for Sundstrum Half mask	\$338.00	\$338.00
<b>Terms:</b>		Net 30		
<b>FOB:</b>		Destination (Free shipping)		
<b>Note:</b>		Prices Valid for 30 Days		

Subtotal	\$662,717.76
9.375%	\$62,129.79
S & H	\$0.00
<b>Total</b>	<b>\$724,847.55</b>

Quoted by - Mark Preisendorf

[MarkP@AllstarFire.com](mailto:MarkP@AllstarFire.com)



# STAFF REPORT

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

**From:** William Ross, Department Counsel

**Meeting Date:** March 14, 2022

**Subject:** **Resolution Authorizing Continued Use of Remote Teleconferencing for Meetings of the Department Board of Directors Consistent with AB 361's Amendments to the Ralph M. Brown Act**

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## **RECOMMENDATION**

Adopt a Resolution finding that continued emergency conditions persist due to the ongoing COVID-19 pandemic and that meetings of the Department's Board of Directors ("Board") will continue to be conducted via remote teleconferencing consistent with AB 361 and its amendments to Government Code Section 54953.

## **BACKGROUND**

Because of the COVID-19 pandemic, the Department's Board of Directors has been conducting meetings via Zoom teleconference, as allowed by Executive Order N-29-20. However, the Executive Order expired on September 30, 2021. Assembly Bill 361, which was approved at by the Governor on September 16, 2021, allows local agencies to continue to meet by Zoom or other teleconferencing methods, provided that certain conditions are met.

The effect of Executive Order N-29-20 was to suspend certain provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*), which previously only allowed remote teleconference participation by Board Members through an agenda-posting process at each teleconferenced member's location, with agenda provisions requiring that each teleconferenced location be accessible to the public.

AB 361 amended the Brown Act, however, to allow for the same teleconferencing as the now-expired Executive Order, so long as a state of emergency persists. The enclosed Resolution would comply with the provisions of AB 361 and allow continued Zoom meetings of the Board until full in-person meetings are resumed.

The ability to continue to meet by Zoom, even in conjunction with Open Meetings, can be accomplished consistent with AB 361, which requires that Resolutions confirming the existence of a declared emergency are adopted *every 30 days* (or, if a longer period of time passes between each Board meeting, a Resolution be adopted each time the Board meets).

Stated differently, the Board will have to enact a “361 Resolution” at each meeting to allow the current Zoom teleconferencing procedures to continue.

**FISCAL IMPACT**

None

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT RE-AFFIRMING THAT A LOCAL EMERGENCY EXISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY ISSUED BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING CONTINUED USE OF REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT FOR THE PERIOD OF MARCH 14, 2022 THROUGH APRIL 13, 2022 PURSUANT TO THE RALPH M. BROWN ACT**

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WHEREAS, the San Mateo Consolidated Fire Department (“Department”) is committed to preserving and nurturing public access and participation in meetings of the San Mateo Consolidated Fire Department Board of Directors (“Board”); and,

WHEREAS, all meetings of the Department’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Department’s legislative bodies conduct their business; and,

WHEREAS, where a state of emergency exists, Government Code section 54953(e) authorizes remote, teleconferenced participation in meetings by members of a legislative body, without compliance with Government Code section 54953(b)(3), which under normal circumstances allows remote teleconference participation by Board Members through a specific agenda-posting process at each teleconferenced member’s location, with agenda provisions indicating that each teleconferenced location be accessible to the public; and,

WHEREAS, however, such requirements are not required for teleconferenced meetings when a state of emergency has been declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the Department’s boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, emergency conditions exist nationwide, including across California and within the Department’s operating area, specifically, a State of Emergency has been proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19; and,

WHEREAS, during the COVID-19 pandemic, the Department Board has conducted remote, teleconferenced meetings consistent with the Governor's Executive Orders promoting social distancing;

WHEREAS, consistent with AB 361, as a condition of extending the use of the provisions found in section 54953(e), the Department Board must reconsider the circumstances of the state of emergency that exists in the Department, and the Department Board has done so; and,

WHEREAS, in response to COVID-19, the Governor of the State of California issued Executive Order N-25-20 on March 12, 2020, proclaiming temporary amendments to State law and regulations related thereto; and

WHEREAS, on March 16, 2020, the Director of Emergency Services for each of the three member agencies of the Department proclaimed a local emergency within their jurisdictions, which were subsequently ratified by their respective governing bodies. On April 1, 2020, the Department's Board of Directors adopted a Resolution confirming and ratifying the actions of the three member agencies taken on March 16, 2020, including the declarations of emergency within the Department's entire service area in response to the COVID-19 pandemic; and,

WHEREAS, due to the continuing pandemic and the surging Omicron Variant of COVID-19, conducting in-person meetings continues to present an imminent risk to health and safety of attendees; and,

WHEREAS, the Department Board finds that the coronavirus pandemic and the Omicron variant of COVID-19 surging in San Mateo County, have caused, and will continue to cause, conditions of peril to the safety of persons within the Department that are likely to be beyond the control of services, personnel, equipment, and facilities of the Department, and desires to affirm a local emergency exists and re-ratify the Proclamation of State of Emergency by the Governor of the State of California; and,

WHEREAS, as a consequence of the local emergency, the Department Board does hereby find that the legislative bodies of the Department shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and,

WHEREAS, the Department is providing teleconference access via a conference phone-line number to the meetings to ensure public access.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The Department Board hereby proclaims that a local emergency now exists throughout the Department, and the surging Omicron Variant of COVID-19 would present an imminent risk to meeting in person.

Section 3. Re-Ratification of Governor’s Proclamation of a State of Emergency. The Department Board hereby re-ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of the Department are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of either 30 days or such time the Department Board adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Department may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

\*\*\*

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the Department Board of the San Mateo County Fire Department held on the 14<sup>th</sup> day of March 2022, by the following vote:

AYES: **Goethals, Lieberman, Awasthi**

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:** Kent Thrasher, Fire Chief

**Meeting Date:** March 14, 2022

**Subject:** Fire Board Retreat Discussion

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## **RECOMMENDATION**

That the Fire Board participate in a retreat to discuss the current state of the San Mateo Consolidated Fire Department (SMC Fire) as well as goals and the organizational changes necessary to achieve them.

## **BACKGROUND**

Since its commencement in January of 2019, the staff and members of SMC Fire have diligently worked to complete the consolidation processes by updating policies, adapting to a new culture, and identifying an organizational structure that will most efficiently honor our mission.

To meet our mission and continue maintaining the financial advantages of a consolidated department, staff has identified a series of recommended actions, including:

- Review of the MRG Assessment
- Reorganization of our current command structure
- Restructuring our training model
- Reviewing the JPA agreement for potential updates/amendments
- Analysis of current overtime costs and assessment of potential options for reduction

## **ANALYSIS**

Staff has developed strategies for incremental steps to accomplish these actions over the next one to two years. The intent is to implement these changes while limiting impacts to the overall budget. The retreat is recommended to provide the Board with an overview of the recommended actions, answer questions and provide the information necessary to gain Board support.

## **ATTACHMENTS**

- A. MRG Administrative Assessment of SMC Fire
- B. MRG Overtime Analysis Assessment
- C. JPA Agreement

October 29, 2021



**Confidential**  
**Administrative Assessment of the**  
**San Mateo Consolidated Fire Department**

**Introduction:**

Municipal Resource Group was requested to conduct an assessment of the San Mateo Consolidated Fire Department (SMC) in June of 2021. The purpose of the assessment was to determine the current state of the organization and to provide recommendations to assist the department leadership to address any issues identified by the review.

The SMC Fire Department was established in 2019, with the merger of the Belmont Fire Protection District, City of Foster City and City of San Mateo Fire Departments. This assessment resulted from the resignation of Fire Chief Ray Iverson, a short tenured Chief. Chief Iverson was appointed Chief in January of 2020, replacing retiring Chief John Healy. In 2021 Chief Iverson resigned to take a Fire Chief position with another Fire Department.

Given the short tenure of the two Fire Chiefs it was determined that an assessment of the Fire Department could provide insight to the 'health' of the Department based on input from members of the organization. As part of the assessment 35 members of the Department were interviewed. These interviewees were located at all levels of Department to gain a broad-based view of the current climate within the consolidated Fire agency. The Agency is a full-service entity with responsibility to provide Fire, Emergency Medical Services, Rescue and other emergency services to a population of over 160,000 residents.

When I met with Drew Corbett, Chief Administrative Officer of SMC he discussed concerns that had been raised by a number of Agency staff regarding a number of SMC related issues. It was agreed that I would conduct an organizational assessment and provide comments and recommendations based on my findings to assist the Fire Board, the Interim Chief and the Command staff to begin to address the identified issues.

Brian Kelly  
Municipal Resource Group Consultant

## Executive Summary

*“Culture eats Strategy for Breakfast” – Peter Drucker*

*“The Man who invented Management” - Business Week*

Humans resist change - for change to be accepted the purpose for the change must be understood – reaching an understanding takes time, which requires “patience”. It is important to build the requisite time into any plan for change to develop the necessary “understanding” by the stakeholders - Patience of the “Leader” is required.

When I conducted the interviews, no concerns were expressed regarding the viability of the San Mateo Consolidated, as a merged fire department. The merger was viewed favorably by all those interviewed including the Fire Board, firefighters and support staff. There was universal agreement that the basic structure of the merged fire department was functional and delivered the necessary Fire and Emergency services to the three communities professionally and effectively.

There were, however, numerous concerns raised by members of SMC that focused on the respondents' lack of understanding of the reasons for a series of changes that were proposed and introduced after the new Fire Chief was appointed in early 2020. These significant changes included:

- A ‘new’ organizational structure which affected the command staff and leadership structure.
- The ‘branding’ of the organization.
- The modification of the strategic direction of the organization, which included the possible expansion of SMC through the addition of neighboring Fire Departments.
- Changes to regional partnerships, e.g., Central Zone Training,
- The addition of potential new regional partnerships, e.g., vehicle maintenance and new regional training facility.

All of these changes had their merits and deserved discussion and deliberation at all levels of SMC from the Fire Board to the Fire Action Consensus Team (FACT) but the speed with which the proposed changes were being introduced and presented for potential implementation did not provide sufficient time for a mutually shared understanding to be achieved.

The most significant issues voiced by a majority of the personnel interviewed indicated that communications within SMC were poor; that decisions were made in isolation and imposed on the Department without adequate discussion and review; that trust in leadership was non-existent and that the leadership and rank and file lacked a shared vision for the organization.

## Background

Beginning in January of 2020 the San Mateo Consolidated Fire Agency experienced a number of significant changes in organizational leadership and operations. A new Fire Chief, Ray Iverson, was sworn in to lead the department. As he settled into the position his leadership and management styles began to emerge. The new Fire Chief began to establish his vision for the future expansion and reorganization of the SMC organizational structure. His style of communication with the organization was to be informative, but not necessarily collaborative. This immediately began to raise concerns to many long-term employees that the ‘culture’ of the organization was being ignored. During the process of forming SMC Fire, it was agreed that the preferred means of decision making, in non-emergency

situations, would continue to be a 'participatory management style', as it had been for the past 25 years in the San Mateo Fire Department. The formal name for this participatory management system is FACT, which is short for Fire Action Consensus Team. FACT is supported by a 'charter' that spells out the purpose and rules of engagement between the management staff and all other divisions in the Fire Department. FACT at its core is based on the philosophy of 'interest-based discussions to cooperatively make decisions related to the non-emergency business of the department including policies and procedures. The FACT team is made up of Department members who are elected to represent all divisions of the Department and it includes the Fire Chief and all Command staff members.

In February of 2020 the Covid 19 crisis struck, followed by budget reductions and layoffs of several employees. These decisions were made and implemented outside of the FACT process. These actions raised concerns on the part of many members of the organization and from all levels of the department.

Parenthetically, in the Fire Service, leaders learn one way or another that if they do not take the time to provide for an appropriate level of understanding before the implementation of proposed changes, they will certainly be required to take the time to respond to the blow-back from the organization with members resisting implementation of the proposed change or changes.

Leadership of the SMC began to be questioned when, during the onset of Covid 19 in 2020 a decision was made that non-line personnel would work remotely. This decision resulted in the Fire Chief and several other Chief Officers being physically absent from the administrative office and Fire Stations for several months. During that timeline personnel were working everyday responding to emergencies and being exposed to Covid-19 without Departmental leadership. It should be noted that some of the Chief Officers continued to work at the Fire department administrative offices several days each week, and their presence was noted and appreciated by the line personnel. However, the Fire Chief's physical absence was also noted and not understood or appreciated by line personnel.

Due to this situation, most of the line personnel felt that the Fire Chief did not 'have their back' because of his lack of physical presence and participation in the Department. While he may have sent emails and memos and participated in Zoom calls, a significant portion of the organization concluded that the Fire Chief and other administrative Chief officers did not share the COVID 19 risk which the line staff were exposed to. These exposures were in addition to the normal day-to-day risks that they all accept. Direct communication between the Fire Chief and the rest of the organization specifically, explaining his reasons to remain physically separated from the line personnel could have been handled more effectively if addressed and placed in context.

This behavior of the Chief Officers led to a dramatic loss of trust in the Fire Chief at a precarious time for the SMC organization. The uncertainty of the effects of Covid -19 led to many questions about the new level of risk that the organization was being asked to manage. The growing leadership void within the Department increased the level of anxiety unnecessarily.

**Note about Leadership in the Fire Service as it relates to this situation.**

Leaders in public safety agencies, including the Fire service, must 'lead from the front' in difficult times and in perilous situations. The Chief Officers must be seen supporting personnel throughout the organization and to be empathic to the employees' fears and concerns. The culture of the Fire Service is that line personnel require effective, and trusted, hands-on leadership in dangerous situations and during times of uncertainty. Fire department personnel require operational leadership that they can trust and rely upon. If the formal leadership of the Fire Chief and other Chief officers is not providing

trustworthy leadership, that void will be filled. Like most organizations Fire departments are full of 'leaders', formal and informal with varying perspectives and agendas.

When the troops lose trust in the formal leaders – to care for and about them, the informal leader's step into the void and provide support to their peers both physically and emotionally. Once that happens the leadership dynamic is transferred to the informal leaders, who in most cases are reluctant to step into that role, but once engaged they are reluctant to give up that level of influence in the organization.

As human beings we all chose who we want to follow, and the Fire Service has that same dynamic, only more acutely due to the dangerous nature of the mission of the Fire department personnel. Trust is a critical factor in the effectiveness of Fire Service Leaders. Trust is developed by observed behavior, not words, memos or directives. One common observation regarding the previous Fire Chief was that he did not engage with members of the organization and as a result he did not know them as individuals, although he had been in the organization for 5 years prior to being promoted to Fire Chief. The rank-and-file personnel did not know the Fire Chief because of the lack of interpersonal communication before and after he was appointed to the position. It is difficult to learn the names of 120 plus members, but it appeared that he made little effort to learn people's names. Whether that was true or not, the overall perception was that the Chief did not make an effort to learn their names. Many departmental personnel commented over and over again to the fact that the Chief did not know them, and they did not know him, and they felt that the Chief made little effort to correct that issue.

***Peter Drucker wrote: "Manners are the lubricating oil of an organization. Manners-simple things like saying "please" and "thank you" and knowing a person's name or asking after their family – enable people to work together whether they like each other or not". If analysis shows that someone's brilliant work fails again and again as soon as cooperation from others is required, it probably indicates a lack of courtesy, that is, a lack of manners."***

The lack of 'manners' throughout the organization was tolerated by many people in SMC – which created a difficult, almost a 'hostile' work environment – and the leadership of the Fire Department did little to correct this serious issue. This issue affected all areas of the Fire department.

***Update: This situation was addressed directly by Interim Fire Chief Kent Thrasher, with the Command Staff at a meeting which he called to specifically establish his expectations for appropriate behaviors. The entire command staff are working to correct this situation.***

Individuals throughout the organization made the following comments regarding the previous Fire Chief's observable behavior including: a lack of effective communication; lack of physical presence; lack of collaboration when making decisions; lack of familiarity with others; lack of clarity of his vision for the future; unwillingness to accept ownership for decisions of his command staff, and a willingness to 'throw others under the bus' - a comment that was made by almost all of the Chief Officers that I interviewed. All of these actions and behaviors by the Fire Chief led to the lack of **TRUST** in him, which was necessary for him to be an effective leader and Fire Chief.

#### **A note about the culture of SMC Fire, and the Fire Service:**

Culture is defined as an umbrella term which encompasses the social behavior and norms found in human societies as well as the customs, capabilities and habits of the individuals in these groups.

The three Fire departments that were merged to form San Mateo Consolidated—Belmont Fire, Foster City Fire and the San Mateo City Fire Department each had their own distinct identity and culture, forged over decades of service to their communities and interaction with other Fire service agencies.

As described by the personnel I interviewed this is a short description of each Fire department's culture prior to merger.

Belmont	- survivor mentality -very few people retired with fond memories of Belmont Fire
Foster City	- mental abuse— do not ask questions, keep your head down and do as you are told
San Mateo	- family orientation – solid group support for each other – old school but supportive

Fire Service personnel work together in a group and operate as a team of two or more firefighters when responding to all emergency calls for service. These personnel live and work together and develop very distinct norms for behavior and performance. It is critical that every member of the firefighting force establishes his or her credibility as a *person who can be counted on* to perform their assigned responsibilities no matter how dangerous, in support of the other fire personnel working on an emergency incident. Crucially, this includes the Fire Chief, and the command staff officers.

San Mateo Consolidated Fire Department is in the formative stage of developing its 'unique culture'. This process requires respect for the past and dedicated commitment to the development of a culture that represents the best of the three partner agencies, to allow them to move into the future.

### **Command staff**

Leadership in the Fire service is determined by trusted action and actual performance, not by the power of a position. Effective communication and trust are cornerstones of successful leadership. From the perspective of the line personnel, (that includes all personnel below the rank of Battalion Chief), the Command staff was not on the same page, and did not appear to be unified in the direction of SMC moving forward. The Command staff issues stemmed from several areas, but one of the primary issues was a lack of support for each other. Unlike the line personnel, who embraced the consolidation of the three different Fire departments and who were accepting of the entire workforce as the new SMC and not the old individual departments, the command staff continued to behave as three different groups. To one extent or another, the Command staff members were either holding on to "how things were done in their previous departments" or simply distrustful of each other's motives. The command staff was very clearly dysfunctional, and in some cases openly challenging the manner in which decisions were being made at the highest level of the Fire department.

As trust in the Chief eroded, promotional appointments were questioned as was the manner in which proposed changes to the organizational structure were imposed on the organization. Instead of being carefully thought out and discussed before implementing the new organizational structure, it was pushed through quickly and as a result it was questioned and challenged. The reorganization plan was doomed as a result of the lack of clarity of the proposed Division Chief position's duties and responsibilities. In addition, the impact on the pay and benefit plan and the status of the job rights to that position, with it becoming an 'at will' position instead of 'protected status' when combined with a lack of trust in the Fire Chief contributed to the significant resistance to the reorganization plan.

A significant number of eligible SMC personnel decided not to apply for the Division Chief position, Battalion Chief positions and Fire Captain position during that period. The Division Chief test was cancelled; the Battalion Chief test and Captains tests went forward, but with very few applicants. This

constituted a very clear sign that the SMC personnel were very uneasy about working in leadership roles due to the negative atmosphere in the organization. In a healthy Fire department those positions would be highly sought after, and the testing processes would have been very competitive.

### **Closing comments**

In spite of the concerns surrounding the Leadership of the Department, the members of SMC who were interviewed spoke well of SMC as a whole. The merger of the Belmont, Foster City and San Mateo Fire departments has been viewed as a success by all those I interviewed. They were hopeful about the future, although nervous about the leadership from the Fire Chief position moving forward due to the resignation of the previous Chief and the unknown status of the current Interim Fire Chief's tenure.

Paramount to the success of the next Fire Chief, will be their ability to develop an environment of trust in the organization. For the Fire department to be successful it must function as a high performing team. To perform as a team the members of the team MUST trust each other. That trust is critical to the ability of individuals to perform their individual roles in dangerous situations. Fire personnel must know that they can count on everyone else to 'have their back', no matter what happens on an emergency scene. The Fire Chief sets the tone for the behavior and performance of the entire organization, nothing the Chief says matters as much as his/her ability to build, cultivate and promote TRUST in the Fire Department.

The Fire Chief must be recognized as the undisputed leader of the Fire Department, the one person who can be counted on to 'have the backs' of all Fire personnel.

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## **Addendum**

**The following section of this assessment report includes comments from SMC Fire department personnel interviewed as part of this assessment process.**

Over 35 people associated with SMC Fire were interviewed during this process, representing all divisions of the department from administrative and support staff to line personnel from all ranks.

### **General comments:**

#### **Communication issues:**

Communications between the Fire Department leadership and all levels of the organization was poor, to very bad. Even after bringing this issue to the attention of the leaders in the spring of 2020, this problem was not effectively addressed or corrected.

## **Administrative and support staff comments –**

### **Pay and benefit reduction: - Issues**

During the early stages of the Covid-19 situation, the pay and benefits of members of the administrative and support staff were unilaterally reduced. Staff members felt that they were disrespected, by the manner in which this change to their pay and benefits was handled. They were told that Fire Department leadership had no choice but to implement the reductions. Whether that was true or not, the manner in which this action was taken was upsetting to members of this unrepresented group of employees. This group is now seeking to be represented by a recognized employee group, so that they will have input regarding their wages, benefits, hours and working conditions in the future.

### **Support services –**

Staffing reductions in support service areas are causing stress and concern throughout the organization. Tasks including payroll, equipment purchasing and maintenance; facility maintenance and collaboration with multiple landlords, are all functioning at unacceptably low levels. Under staffing of the positions responsible for these functions has created a difficult environment to work in and several staff members are contemplating looking for jobs elsewhere.

**Note.** *Some vacant positions in administration have been recently filled, and the situation is getting better, to some extent.*

### **Changes to the organizational structure:**

The “new” organizational structure which was enacted by the Fire Board in the spring of 2021 essentially eliminated one of the two deputy Fire Chief positions, (part of the original structure) and added three Division Chief positions. As discussed above, the process undertaken to implement the proposed new organizational structure was the primary reason for the lack of support for this change.

The proposed change may have made sense if SMC was expanding in some fashion, such as adding another Fire department which would have increased the need for oversight of ongoing Fire department divisions. However, there was no such proposed or pending change to the existing SMC organization. People at all levels of the organization *did not understand* the need or the reason for making this change so soon after the formation of SMC in January of 2019. The reorganization process was clearly rushed and did not provide time for deliberation and discussion about the interests of all involved parties.

**CRR** – concerns related to the community risk reduction program include staffing of inspector positions, fire investigation duties, training and performance. The current budget includes revenue projections that are not realistic, given the low staffing levels which will affect the number of inspections that can be completed negatively affecting revenue generation.

**Interviews of SMC personnel were conducted in late May, June and well into July of 2021. The following are comments from Administrative and support staff, Chief Officers and line personnel from all ranks. Some of the comments are paraphrased and others are verbatim.**

“Professionalism is not a priority in this organization”

“We need a Labor management workshop or retreat to establish a common set of department priorities.”

“Line Staff working together, very well”

“Command Staff is fractured”

“Operation Chiefs were excluded from “executive staff” meetings. Did not feel inclusive!

“Leadership was lacking – people in the organization were disengaging from the department”

“Significant level of skepticism about the Leadership of SMC under former Fire Chief”

“The selection of the next Fire Chief will be very important and could be a tipping point!”

The Belmont, San Mateo and Foster City fire departments had **three very different cultures** and the blending of those established cultures has not been successful, especially among the Command Staff members. The line personnel felt that they have made significantly more progress in blending the cultures into a new SMC culture, but under the previous Fire Chief's conflicts between the Chief Officers are very evident.

“Leadership was lacking, too much infighting among the Command Staff personnel.”

Too much of “we have always done it this way”.

Many people in leadership positions have exited the new SMC, in the past 12 months, has anyone checked into the reasons?

The number of fire personnel applying for promotional examinations this year has been “pathetic” – We should be trying to find out why?

A fire captain, who has been preparing to take the Battalion Chiefs test for several years, stated that he did not apply for the recent test because he was “wary” of the Fire Chief. He felt that there was a lack of clarity with the roles of the Chief Officers. He cited examples of Battalion Chiefs doing everything but what their position description stated. And he did not trust the Fire Chief.

Leadership was described as “reactionary” and not “proactive at all.

The Fire Chief made personnel decisions that he had to retract because he did not follow proper process.

Certain people have been able to get by with, bad behavior and poor performance, with few, or no ramifications. Under the previous Chief, starting at the top of the FD, people lost respect for many of SMC's leaders.

Lack of engagement by the formal "leaders" of SMC. Everyone seems to be keeping their heads down.

People have been assigned to duties that they are ill suited to be successful in, and not put in a position that take advantage of their skills – and no one in Leadership seemed to notice or care.

The fire Investigation program is not effective in terms of the needs of the line Fire Captains and BC's. It needs to be revamped to be more effective. This comment was repeated by several Department members.

Concerns that only 2 fire captains took the recent Battalion Chiefs test.

We need a "facilitated" Command staff retreat to go over job descriptions and assignments.

SMC needs to do a better job of career development, to grow our own leaders, we have plenty of potential leaders, but they need to be groomed into that role.

"I love working for SMC" – great people – who are smart and committed to the delivery of quality fire service, but that the previous Chief was uncomfortable with the "culture" in SMC.

This Chief did not seem to care about personal relationships with people in the Department. I felt that he didn't care – that he was only here for a short time, and that he would be moving on to a bigger department. I could not "trust" the Chief.

"In 2019 after merger was finalized, the SMC Command staff participated in team building process and there was great momentum initially, but it faded. During Covid in 2020, I did not see the Fire Chief for 4 months. Soon thereafter, the Fire Chief deflected criticisms of his leadership by "throwing the BC's and other under the bus", it was never his fault."

Remote working caused problems for some employees, but not all. Many people were very successful working remotely, but the Chief did not understand that, and he treated everyone with suspicion. Created a very toxic work environment for those whose were working remotely.

People who are assigned new responsibilities must be properly trained to do the new job. Support staff felt disrespected and many have begun looking for new jobs or have taken early retirement.

The "family" culture of SMC and "good benefits were attractive to administrative and support staff employees, and the Chief had no feeling for "family culture", he did not appear to understand it, or he just did not value the effect of a positive caring culture on the employees. He then told them that some benefits were being cut unilaterally, because he said he was forced too, at the risk of his job.

We (the unrepresented employees) felt undervalued by the manner in which that decision was made, the utter lack of respect for their interests or feeling. The impact of those behaviors and actions by the Fire Chief are still being felt in the organization to this day.

**Referring to the Toastmasters International training, that he was familiar with, one member of the organization related the following:**

The Fire Chief appeared to have no understanding of leadership style and tendencies. He behaved in an autocratic manner, was insensitive, impatient, over-controlling and a poor listener. He never got to know "the Troops". After experiencing the Fire Chiefs behaviors as the leader of SMC, people in the organization began to lose trust in his ability to lead.

**Everyone interviewed was asked what qualities and attributes would be important for the "next" Fire Chief.**

**The next Fire Chief to be successful, must:**

Be willing to listen to other people's opinions. The Chief must understand that quality communication begins with listening.

Understand the importance of FACT – in the culture of SMC and Support FACT training throughout the organization.

Be collaborative with leaders within SMC

Embrace the value of Data and technology to operate a high performing department.

Not be afraid to confront issues – hard, but to be easy on the people involved.

Demand respectful behavior by all personnel

Be very thoughtful with personnel decisions, take the time to get it right for the organization

Understand the need to be Humble

Be open and transparent about promotional processes, and what are the elements that will be considered when making promotional appointments. There has been a lack of consistency in recent promotional appointments, with regards to what traits, behaviors and personal engagement in department activities are considered when making the decisions to promote one person over another. This is especially important when passing someone over to select someone who is lower on the certified list. (This was significant discussion in several interviews)

Be aware of the need to further the development of SMC, before looking to make significant changes, SMC is still a young organization.

Bring a professional demeanor to the job.

Be Present – physically and mentally

Focus on “operational” performance of the Fire personnel and crews.

Be someone who is “flexible enough to service all three Cities that make up SMC

Exude honesty and integrity

Understand that actions speak louder than words.

Cannot allow SMC to become disconnected from the three Cities.

Must develop a Mission, Vision and Values statement process that includes all levels of the department – not something that the Chief comes up with himself and just a couple of other people.

Must communicate very effectively – in person and using technology.

Focuses on employee development by supporting the Training division and HR staff

Establish, and enforce, a system of accountability for all personnel.

Mental health of individuals and the department as a whole must be addressed. Caring and empathy for others by the Fire Chief would be a necessary first step.

Good behavior and outstanding job performance must be the norm for all SMC personnel – beginning with the Fire Chief.

Be informed about changes in PERS impacts on budgets in future.

Participate in Statewide Fire Service organizations to remain current with changes in EMS issue and land use regulations related to Fire Hazard Severity designations.

Develop positive working relationships to support the changing needs of the communities served by SMC.

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November 2, 2021

**To: Drew Corbett, SMC Fire - Chief Administrative Officer**

**From: Brian M. Kelly, MRG - Consultant**

**Regarding: SMC Fire Department Staffing and Overtime issues – Analysis**

**“Employees should be defined as a resource, rather than a cost” – Peter Drucker 1946**

What are the causes of the high overtime expenditures at SMC Fire in recent years? The direct answer is that SMC Fire has not hired enough full-time fire captains and firefighters to fill the anticipated number of hours for normal leave.

Well managed Fire departments strive to have a sufficient number of full-time employees to meet the normal number of vacancies that occur annually in conjunction with a reasonable overtime budget plan. Normal vacancies include authorized leave time for vacations, sick leave, family leave, injury leave and anticipated vacancies and retirements. In addition, there are always unforeseen vacancies, such as, long term injury or illness, unanticipated employee separations, and mutual aid deployments requiring agency personnel to assist other Fire agencies when large fires and disasters occur in other parts of the State. When vacancies cannot be filled because of a lack of personnel, overtime is used to provide the needed qualified personnel to fill those vacancies and maintain the approved level of fire service in the community.

How much overtime a Fire department expends to maintain the required number of personnel to staff their Fire apparatus is a factor of the number of personnel that are hired, trained and available to work. When vacancies occur and there are not enough qualified personnel available to staff the operational positions in the department, members of the Fire department are asked to work overtime. If not enough personnel “volunteer” to work the extra 24-hour shifts, members are ordered to work the extra 24-hour shifts, also call “mandatory” overtime.

The relationship between staffing numbers and overtime is one that is unique to the Fire Service. The Fire service strives to maintain the authorized and prescribed service level of Fire protection, when staffing shortfalls occur the options are to remove the Fire Apparatus from service for that shift, or to hire off-duty personnel to ensure the Fire apparatus remains in service. Taking an Engine out of service reduces the level of Fire and EMS service. Any changes to the service level throughout SMC Fire would require Fire JPA Board action.

Fire agencies always attempt to balance the number of full-time employees and the number of overtime hours needed to be filled by department personnel. It is necessary to backfill for fire personnel who are

off duty for any reason in order to maintain the required number of staffed apparatus to provide fire and rescue services, 24 hours per day – 365 days per year.

In FY 2020/21 there were an unusually high number of workers compensation and long-term sick leave hours requiring more overtime hours to provide the necessary staffing on a daily basis. The number of vacation leave hours taken by personnel in 20/21, although higher than in FY 2019/20, is probably caused by the requirement for personnel to reduce their vacation balances before the end of the year. Many employees deferred taking vacations during the “Covid-19” shut down period.

## **2021 Fiscal Year**

### **Overtime Hours worked by Firefighters and Fire Captains - Line personnel – combined 120 FTE’s**

<b>Normal leave hrs.</b>	<b>55,520 / 120 = 462 hrs each</b>
<b>Strike Team hrs.</b>	<b>14,300 / 120 = <u>120 hrs each</u></b>
<b>Total</b>	<b>69,820 / 120 = 582 hrs each</b>

**(Covid – 19 hrs.)            3110 / 120 = 26 hrs. each) not included in evaluation**

**The total of normal leave taken plus the strike team or deployment related overtime, added 10 additional weeks or 24 additional 24 hour shifts to the workload of all 120 SMC line personnel during FY20/21.**

Fire Departments must consider the negative affect of relying on overtime too much. An over-reliance on overtime to back fill for vacancies invariably leads to personnel burnout, increased liability and workers compensation exposure, and emotional stress to members of the work force, and their families. It also can create an expectation that overtime hours will always be available to employees and they begin making financial decisions and living their lives based upon the expected opportunity for overtime pay.

Another dynamic that has recently arisen in the Fire Service, nationwide, is the interest of the younger generation of fire personnel to maintain a work and life balance that meets the needs of their lifestyle. This is not unique to SMC Fire, but it is a reality that must be managed by the leadership of SMC Fire.

As an example, in the past 4 months a newly promoted Fire Captain and a Firefighter who worked for San Mateo Consolidated Fire for only a couple of years resigned their positions. Both of them mentioned work life balance issues as being part of the reasons for their decisions to resign. Specifically, overtime demands were cited as a significant issue, but not the only reason for their decisions to resign.

### **Unanticipated demand for SMC personnel to respond to major emergencies.**

Overtime will always be part of the Fire department staffing plan, especially for unanticipated vacancies, and to up-staff the department during disasters, or potential disasters in our area. Additionally, there are times when SMC Fire is requested to send personnel and apparatus to major fires and other emergencies, as part of the California Mutual Aid System, which is managed by the Governor’s Office of Emergency Services (OES).

The OES managed Master Mutual Aid Agreement, which dates back to WWII, provides for any governmental agency which is a signatory to that agreement to receive assistance from the State and all local government agencies that are signatory to the mutual aid agreement, when the requesting

agency's resources and ability to respond to an emergency occurring within its jurisdiction are overwhelmed. Mutual Aid, in its simplest form, is provided, without cost, from agency to agency and is a day in and day out occurrence throughout the State, and within San Mateo County and the Bay area.

It is vital that all communities and agencies throughout the State of California actively participate in the Mutual Aid system in all its forms, because the day that your community has that major fire, earthquake or other disaster which overwhelms the emergency response capability of your community's emergency response system, that is the day your community will be the recipient of the Mutual Aid system.

In today's world we are dealing with extreme fire behavior throughout the State but especially here in Northern California. When major fires occur in the State that threaten lives and property, State OES requests agencies like SMC Fire to respond apparatus and personnel to assist in the fire attack. In these incidents all overtime costs for personnel are reimbursed, whether the firefighters are assigned to the incident, or working extra hours at SMC fire stations, covering for the fire personnel who are assigned to the incident. All overtime costs related to the response to these major emergencies are fully paid back to SMC by the State, every time it occurs.

But, as with the use of overtime to back fill normal vacancies, the over-reliance on overtime to back fill for vacancies leads to personnel burnout, injuries and increased liability and workers compensation exposure.

**How many full-time employees should be maintained and how much overtime should be planned to cover anticipated vacancies?**

All line personnel are assigned to a 56-hour work week, which is 2912 hours annually. There are three shifts, referred to as A, B and C shifts, that rotate staffing the fire stations every 48 hours, year-round. The average leave time off per employee assigned to that schedule is approximately 400 hours per year, for normal leave. The average number of hours each employee assigned to that 56 hours per week schedule are on duty is approximately 2,500 per year.

SMC Fire staffs 10 Fire Engine companies every day, each company is staffed by one Fire Captain and two Firefighters. Therefore, it takes 9 full time employees, to staff each of the 10 Fire Engines every day of the year. If each employee takes 400 hours of leave annually, then there are approximately 3,600 hours of staffing that must be covered by hiring additional employees, or by the use of overtime, or a combination of the two. Either way it takes approximately 1.5 additional FTE's per engine company each year to cover for the normal leave time off. **SMC needs 15, additional FTE's to keep all of the Fire Engines in service every day of the year.**

SMC also staffs 2 Ladder Trucks, with 4 personnel assigned to each, daily, so it takes 12 full time employees to staff 1 Truck every day of the year. It takes 24 firefighters to staff the 2 ladder trucks. Each of the 24 personnel assigned will take approximately 400 hours of leave each year requiring 9,600 hours of staffing that must be covered by hiring additional employees, or by the use of overtime, or a combination of the two, which works out to 4 additional FTE's each year. **SMC needs 4 additional FTE's to keep both ladder trucks in service every day of the year.**

## **Summary Overtime and Staffing review.**

In total SMC needs 19 additional FTE's to staff the 10 engine companies and the 2 ladder trucks each year. The discussion is how many of those FTE's should be filled by full time employees and how much overtime needs to be budgeted to fill the remaining vacancies cause by normal leave time?

The current SMC staffing plan includes 6 additional full time fire fighters, referred to as "swing" personnel to augment staffing, 2 swing Firefighters are assigned to each shift.

Overtime is used to staff the remaining 13 FTE's needed to operate the Fire apparatus  
13 FTE's equate to 37860 hours, annually. (13 x 2,912 hours = 37,860 annually)  
(Each additional Firefighter or Fire Captain that is hired will reduce the needed overtime by 2,500 hours)

Currently, SMC also has assigned three Fire Captains to the 56-hour line schedule, who have been assigned as Shift training officers, and they are not being used to fill leave time vacancies.

To reduce the use of overtime to fill Fire Captain vacancies those three positions should be reassigned to vacancy relief positions, which could reduce the number of needed overtime by 7,500 hours annually.  
3 FTE's vacancy relief @ 2,500 hours each = 7,500 hours of vacancies can be covered without overtime.

If the shift training Captain positions are moved to vacancy relief, "swing" positions it is recommended the position of 40-hour Training Captain be established to provide needed support to the Training Division of SMC Fire.

**Update: At its October 2021 Board meeting the SMC Fire Board approved the recommendation from the Fire Chief to reestablish the "swing" fire captains' positions, which will reduce overtime by 7,500 hrs. annually and to create the 40-hour Fire Captain position.**

## **Recommendations**

### **Overtime and Staffing**

**As soon as possible, add 6 "swing" firefighters' positions, assigning 2 to each shift. Each new swing position will reduce the need for overtime by 2,500 hours each, for a total of 15,000 hours annually.**

Age of current work force is also a concern that must be contemplated: the number of firefighters and fire Captain who are at retirement age, include 46 people are over 50 years of age, 18 people who are over 55 and 14 people who have 30 or more years of service. All of these personnel are considered "classic" employees for retirement purposes, and they are eligible to retire at age 50. Fire department personnel who have been hired since 2013, are considered "Pepra" employees and they become eligible to retire at age 57.

Hiring additional firefighters into "swing" positions to staff vacancies will not only reduce the needed overtime hours by 2,500 hours, each, but it will position the organization to effectively manage the anticipated personnel turnover over the next 5 years. Having fully trained personnel in place during the transition period between personnel leaving the organization and being able

to hire and train replacements will reduce the demand for additional overtime and stress on the work force in the future.

**Cost to hire Firefighter - Pepra: \$9,000. approximately**

Total compensation – step 1 -- \$200,000 – blended rate minus the reduction of 2,500 OT hours minimum

OT rate for top step FF/Classic and Pepra \$75.00 – blended rate

$2,500 \times \$75. = 191,250$

The new “Pepra” firefighters will take less annual leave than more senior personnel, and they will be covering overtime hours that would cost between \$93 and \$70 dollars per hour.

**Cost to reestablish three “swing” Fire Captains – Classic – (no Pepra Captains at this time)**

The current Fire Captains who are assigned as Shift training officers, can cover approximately 2,500 hours of overtime, each, if they were to be returned to the “swing Captains” assignment. Since those three Captains are already on the payroll, their current total compensation cost will be reduced by the overtime hours that they cover.

OT rate for top step Fire Captains is \$88 – blended rate

$2,500 \text{ hours} \times \$88 = \$223,125.$

The department will save approximately \$669,375. the first year by returning the three training Captains to the swing position;  $\$223,125. \times 3 = \$669,375.$

Any new or additional “swing” Fire Captains will cost between \$277,700 – \$236,000, depending on which step the Captains are on the pay scale, both are blended rates. The new positions will be able to offset approximately \$223,125 dollars of overtime each year. The cost for any new Fire Captain “swing” positions would be between \$12,875 and \$53,875 annually.

**Final Comment**

Hiring additional firefighting personnel will reduce overtime significantly, but not end the use of overtime, completely. Overtime will still be needed to maintain the needed staff the Fire stations and apparatus, just to lesser extent than if these additional positions are not created and filled.

SMC Fire will benefit more from the resources and talents of each new firefighter who is added to the organization, than from the small potential savings that using overtime to provide the required staffing of the organization might provide.

## AMENDED JOINT POWERS AGREEMENT

### ESTABLISHING THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT

This Amended Joint Powers Agreement (Agreement) is dated September 11, 2018 and is entered into by the City of San Mateo (San Mateo), the City of Foster City/Estero Municipal Improvement District (Foster City), and the Belmont Fire Protection District (Belmont), each duly organized and existing in the County of San Mateo, State of California under the constitution and laws of the state and individually or collectively called Member Agencies.

#### RECITALS

This Joint Powers Agreement is predicated upon the following:

- A. The Joint Exercise of Powers Act (Government Code Section 6500 et seq., the Act) provides that two (2) or more public agencies may by agreement jointly exercise any power common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the Agreement.
- B. The Member Agencies each have the authority to deliver fire suppression, fire prevention, investigation, rescue, and emergency medical services within their respective jurisdictions.
- C. The Member Agencies, desirous of improving the quality and level of Fire and Emergency Medical Services within their communities through the sharing of resources and expertise hereby establish a Joint Powers Authority entitled the San Mateo Consolidated Fire Department (Department) with the goal of commencing operations on or about four (4) months after CalPERS approves pension contract.
- D. San Mateo, Foster City and Belmont established the Joint Powers Authority by entering into a Joint Powers Agreement dated November 22, 2017. Those agencies propose to amend that original agreement as provided in this Amended Joint Powers Agreement.

NOW, THEREFORE, the Member Agencies, for and in consideration of the mutual benefits, conditions and covenants set forth herein, agree as follows:

#### SECTION 1 – PURPOSE

The Joint Powers Authority is authorized in order to:

1. Enhance the quality of Fire and Emergency Medical Services, as defined at Section 2.14, and to better utilize available resources;

2. Manage, operate, and maintain Joint Facilities, as defined in Section 2.18, and to implement the financing, acquiring, and construction of additions and improvements to the Joint Facilities for the Service Area, as defined in Section 2.24;
3. Coordinate the respective Member Agencies' delivery of these services within their jurisdictions to achieve the most efficient and effective delivery system possible to the benefit of all communities involved; and
4. Issue and repay Bonds of the Department.

## **SECTION 2 – DEFINITIONS**

For the purposes of this Agreement, the following words shall mean:

- 2.1 "Act" means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500 et seq., as it now exists or may hereafter be amended.
- 2.2 "Agreement" means this Joint Powers Agreement.
- 2.3 "Arbitration" is a means of addressing a dispute related to Life Safety Risk per Section 15; and shall be conducted by a panel of three (3) Fire Service professionals selected by the Fire Board.
- 2.4 "Belmont" means the Belmont Fire Protection District.
- 2.5 "Board of Directors" or "Board" means the governing body of the Department.
- 2.6 "Bonds" means bonds, notes, or other obligations of the Department issued pursuant to any provision of law which may be used by the Department for the authorization and issuance of bonds, notes, or other obligations.
- 2.7 "Bond interest and redemption expenses" means those sums of money required to be expended by the Department from any bond interest and redemption fund to be established and maintained by the Department for the payment of principal of and interest on bonds (if any) issued pursuant to this Agreement.
- 2.8 "Bond Law" means Article 2 of the Act, as now or hereafter amended, or any other law hereafter legally available for use by the Department in the authorization and issuance of bonds to finance needed public facilities or services.
- 2.9 "City Council" means City Council or Board of any Member Agency.
- 2.10 "Commencement Date" means the date upon which all Member Agencies have voted to commence operations of the Department. Prior to the Member Agencies voting to commence operations, the Department shall have:

successfully negotiated pension and health care contracts for its employees, obtained workers' compensation and liability insurance in amounts approved by the Board, agreed with the Member Agencies upon the terms and conditions pursuant to which the Department will occupy and use the Joint Facilities, agreed with the Member Agencies upon the transfer of Fire Equipment, agreed with the Member Agencies upon the responsibility for any legacy costs and on-going obligations, and determined the terms and conditions pursuant to which the Department shall employ Department personnel.

- 2.11 "County" means the County of San Mateo, State of California.
- 2.12 "Department" means the joint powers authority established by this Agreement as authorized by Government Code Section 6503.5 and identified as San Mateo Consolidated Fire Department.
- 2.13 "Department Personnel" means those Department employees providing the administrative, fire, emergency medical, and disaster preparedness services on behalf of the Department.
- 2.14 "Fire and Emergency Medical Services" means the provision of fire suppression, prevention, investigation, rescue, training, public education, disaster preparedness, emergency medical services, hazardous materials responses, and directly related activities.
- 2.15 "Fire Equipment" means all fire apparatus and other fire equipment, emergency response vehicles and equipment and all other equipment commonly in use by the Department, together with replacements thereof and additions thereto.
- 2.16 "Fiscal year" means the period from July 1st to and including the following June 30th, or such other period as the Board may specify by resolution.
- 2.17 "Foster City" means the City of Foster City/Estero Municipal Improvement District, a municipal corporation and general law city duly organized and existing in the County under the constitution and laws of the State of California.
- 2.18 "Joint Facilities" means the existing fire stations, office space, and training grounds owned by the Member Agencies, but leased to, managed, operated, or used by the Department and any additional facilities acquired by the Department.
- 2.19 "Life Safety Risk" means failure to meet the industry performance standards in response to the threats, hazards and risks in the community, as defined by the Center on Public Safety Excellence.
- 2.20 "Member Agency" or "Member" means any public agency which is a signatory and party to this Agreement.
- 2.21 "Mutual Aid Agreements" means those existing and future agreements between public agencies, including the State, which have been developed to ensure a

comprehensive and effective response to fires, disasters, and medical calls within the jurisdictions of the Member Agencies and other fire, disaster, and medical emergencies.

- 2.22 "San Mateo" means the City of San Mateo, a municipal corporation and charter city duly organized and existing in the County under the constitution and laws of the State.
- 2.23 "Secretary" means the Secretary of the Department, the official custodian of all records of the Department.
- 2.24 "Service Area" means the combined aggregate jurisdictional service areas of the Member Agencies as they now exist and as they may hereafter be modified by annexation of territory to or exclusion of territory from the boundaries of the Member Agencies.
- 2.25 "State" means the State of California.
- 2.26 "Treasurer" means the Treasurer of the Department, responsible for maintaining all financial records on behalf of the Department and acting as Controller for the Department and performing all such functions such as disbursement of revenues, payment of outstanding obligations of the Department, and other similar functions.

### **SECTION 3 – ESTABLISHMENT OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

- 3.1 Separate Legal Entity. The Department, as a joint powers authority, is a separate entity from the Member Agencies and is responsible for the administration of this Agreement.
- 3.2 Filing of Notices with Secretary of State and County Clerk. Within thirty (30) days after the effective date of this Agreement, the Department shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.
- 3.3 Filing of Statement of Information. Within ten (10) days after the effective date of this Agreement, the Department shall cause a statement of the information concerning the Department, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State, with the San Mateo County Clerk, and with San Mateo County Local Agency Formation Commission (LAFCO) stating the facts required to be stated pursuant to subdivision (a) of Government Code Section 53051.

### **SECTION 4 – TERM**

This Agreement shall be effective on the date it is signed by the last Member Agency to do so and shall continue in effect until such time as the Agreement is terminated and the Department is dissolved pursuant to Section 17. Dissolution cannot occur until all debts and obligations of the Department have been paid in full.

## SECTION 5 – POWERS AND OBLIGATIONS OF DEPARTMENT

- 5.1 General Powers. As authorized by California law, including California Government Code Sections 6502, the Department shall have the power in its own name to exercise any and all common powers of its Member Agencies, including common sovereign powers, reasonably related to the purposes of the Department, including, but not limited to, the powers to:
- (a) Seek, receive, and administer funding from any available public or private source, including grants or loans under any available Federal, State and local programs for assistance in achieving the purposes of the Department;
  - (b) Incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Mello-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Member Agencies and such other evidences of indebtedness, subject to the limitations herein;
  - (c) Raise revenue, to levy and collect taxes and assessments, rates, fees, and charges;
  - (d) Contract for the services of necessary consultants;
  - (e) Make and enter into other contracts;
  - (f) Employ agents, officers, and employees;
  - (g) Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements deemed necessary by the Board, including fire stations and equipment;
  - (h) Acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, lease, lease-purchase, license, or sale;
  - (i) Receive gifts, contributions, and donations of property, funds, services, and other forms of financial or other assistance from any persons, firms, corporations, or governmental entities;

- (j) Sue and be sued in its own name;
- (k) Seek the adoption or defeat of any Federal, State or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Department;
- (l) Adopt ordinances, rules, regulations, policies, bylaws, and procedures governing the operation of the Department;
- (m) Invest money pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Department, as the Department determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended;
- (n) Conduct an audit of the records and accounts of the Department annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor, and shall be provided to the Member Agencies no later than fifteen (15) days after receipt of such audit reports by the Department;
- (o) Carry out and enforce all the provisions of this Agreement;
- (p) Exercise all other powers not specifically mentioned herein, but common to Member Agencies, and authorized by California Government Code Section 6508 as it now exists or may hereafter be amended; and
- (q) For purposes of California Government Code Section 6509, the powers of the Department shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Foster City, a general law city.

## **SECTION 6 – BOARD OF DIRECTORS**

- 6.1 Governing Board. The Department shall be governed by a Board of Directors (“Board”), appointed per Section 6.2, consisting of one (1) voting representative and one (1) alternate from each Member Agency. Alternates shall serve in the absence of the Board Member for the agency they represent. Alternates have no voting power other than when serving for an absent Board Member.
- 6.2 Qualifications. The Board shall be composed exclusively of elected members from the governing boards of the Member Agencies. The governing board of each Member Agency shall appoint its representatives and shall fill any vacancies should a representative of such Member Agency cease to serve as a

Board Member for any reason. A Board vacancy will occur when a representative is no longer serving as a member of the governing board of a Member Agency.

- 6.3 Board Officers. The Board shall annually select one (1) of its members to serve as Chair and one (1) member as Vice Chair.
- (a) If the Chair is unable to continue serving on the Board, then the Vice Chair shall become Chair. A new Vice Chair will then be selected from another Member Agency.
  - (b) If the Vice Chair is unable to continue serving on the Board, a new Vice Chair will be selected.
  - (c) The Chair shall preside over all meetings of the Board and perform such other duties as may be imposed by the Board in accordance with law and this Agreement.
  - (d) The Vice Chair shall preside over all meetings of the Board in the Chair's absence and perform such other duties as may be imposed by the Board in accordance with law and this Agreement when the Chair is absent.
- 6.4 Additional Officers and Consultants. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member Agency or of the Department. The Board may also retain such other consultants or independent contractors as may be deemed necessary or appropriate to carry out the purposes of this Agreement.
- 6.5 Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Department shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Department in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond or bonds shall satisfy the requirements of this paragraph and shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Department. If it is prudent to do so, the Department may procure a blanket bond on behalf of all such officers and persons.
- 6.6 Subcommittees. The Board may create permanent or ad hoc subcommittees to give advice to the Board on such matters as may be referred to such subcommittee by the Board. Qualified persons shall be appointed to such subcommittees by the Board and each such appointee shall serve at the pleasure of the Board. All regular, adjourned and special meetings of such subcommittees shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et seq., as it now exists or may hereafter be amended, and all other applicable law.

- 6.7 Meetings. The Board shall hold publicly noticed meetings as needed but at least quarterly. Meetings shall be held in the Service Area at a place designated by the Department. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.
- 6.8 Quorum. The presence of two (2) Board Members shall constitute a quorum for transaction of Department business.
- 6.9 Voting. All voting powers of the Department shall reside in the Board. The Member Agencies' Board Members shall have the following weighted vote: San Mateo sixty percent (60%), Belmont twenty percent (20%), Foster City twenty percent (20%). The Board intends to strive for consensus following full discussion, but in the event consensus cannot be reached, a weighted vote of eighty (80%) shall be required to take action.
- 6.10 Member Agency Approvals. Prior to June 30<sup>th</sup> each year, the Fire Chief shall prepare and present a proposed budget to the Board for its review. The Board shall review the proposed budget and thereafter recommend approval of the budget to the governing boards of the Member Agencies. Once approved by the Member Agencies by a weighted vote of eighty percent (80%) using the same weighted vote for Agencies as for Board Members in Section 6.9, the budget shall be effective.
- 6.11 Rules. The Board may adopt from time to time such bylaws, rules, and regulations for the conduct of meetings of the Board and of the affairs of the Department as are consistent with this Agreement and other applicable law.
- 6.12 Minutes. The Secretary shall cause minutes of all meetings of the Board to be drafted. Upon approval by the Board, such minutes shall become a part of the official records of the Department.
- 6.13 Conflicts of Interest.
- (a) California Political Reform Act. Board members shall be considered "public officials" within the meaning of the California Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, unless determined otherwise in a contrary opinion or written advice of the California Fair Political Practices Commission. The Department shall adopt and maintain a conflicts of interest code in compliance with the Political Reform Act.
  - (b) Levine Act. Board members are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

- 6.14 Dispute Resolution. Should any dispute among the Member Agencies arise out of this Agreement and should the Member Agencies be unable to resolve the dispute, the Member Agencies shall, at the written request of any Member Agency, meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. If a mediator cannot be agreed upon, then each Member Agency shall submit the name of a proposed mediator and the mediator shall be chosen by a blind drawing. Mediation shall be conducted within ninety (90) days unless the Member Agencies agree in writing to extend the time for mediation and concluded before resorting to court action. Mediation fees shall be paid equally by the Member Agencies. If a mediated agreement is reached no Member Agency shall be deemed the prevailing party and each Member Agency shall bear its own legal costs. If no mediated agreement is reached and litigation is subsequently file, the venue shall be in San Mateo County Superior Court.

## **SECTION 7 – POWERS AND DUTIES OF GOVERNING BOARD**

- 7.1 Powers and Duties. In addition to the powers and duties set forth elsewhere in this Agreement, the Board of Directors shall have the following powers and duties to:
- (a) Review and recommend an annual budget to the Member Agencies for approval;
  - (b) As agreed upon by the Member Agencies, determine the level of Fire and Emergency Medical Services to be provided by the Department, and within the limits of the Member Agencies or pursuant to Mutual Aid Agreements;
  - (c) Make and enter into contracts or sub-contracts;
  - (d) Incur debt, liabilities and obligations on behalf of the Department as pertains to the common purposes as set forth above;
  - (e) Invest Department funds pursuant to the investment policy of the Department;
  - (f) Appoint a Treasurer from one of the Member Agencies or a third party qualified professional as depository which to have custody over all Department funds without regard to their source;
  - (g) Receive contributions, donations or grants of property, funds, services, or other forms of assistance from any source;
  - (h) Coordinate Department activities with other Joint Powers Authorities or public agencies established for similar purposes in pursuing the common purposes set forth above;

- (i) Appoint a Legal Advisor for the Department; and
- (j) Appoint, suspend and or terminate the Fire Chief.

## **SECTION 8 – OPERATIONS AND FACILITIES**

- 8.1 Principal Office. The principal office of the Department shall initially be the current Administrative Office at Foster City Fire Department Station 28 in the City of Foster City, 1040 East Hillsdale Boulevard, Foster City, California. The Department may establish another principal office by resolution of the Board.
- 8.2 Assumption of Responsibilities by the Department. As soon as practicable after the effective date of this agreement, the Member Agencies shall appoint their representatives to the Board and the Fire Chief shall give notice of an organizational meeting of the newly constituted Board. At said meeting the Board shall provide for its regular meetings, shall elect a Chair and Vice Chair.
- 8.3 Delegation of Authority; Transfer of Records, Accounts, Funds and Property. Beginning on the Commencement Date, as defined in Section 2.10, each of the Member Agencies shall have entered into an agreement with the Department for the Department's use of the Member Agency's Joint Facilities within its territorial jurisdiction, which agreement, as may be amended from time to time, shall remain in place while the Member Agency is a party to this Agreement and receiving services from the Department.
- 8.4 Employment of Personnel. The Department shall employ the necessary personnel to provide continued, efficient, and economical Fire and Emergency Medical Services to the Service Area.
- 8.5 Limitations on Activities Prior to Commencement Date. The Department will not begin providing Fire and Emergency Medical Services or other operational services before the Commencement Date. Except as may be mutually agreed upon by the governing boards of the Member Agencies, the Department may not incur any debt before the Commencement Date.

## **SECTION 9 – EMPLOYEE RELATIONS**

- 9.1 Status of Employees of the Department. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of employees of the Department when performing their respective functions within the territorial limits of a Member Agency shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the employees of the Department shall be deemed to be employed by

any Member Agency or to be subject to any of the requirements of such Member Agency by reason of their employment by the Department.

- 9.2 Employee Relations. The Department shall maintain, as necessary, Employer-Employee Relations Procedures, Personnel Rules and Regulations applicable to the Department.
- 9.3 Bargaining. Bargaining under the Meyers-Milias-Brown Act shall proceed as set forth in this section. Employees of the Department are not employees of any Member Agency. The Board may, as provided in Government Code Section 54957.6, meet in a closed session to provide direction for negotiations as necessary.

## SECTION 10 – FIRE CHIEF OF THE DEPARTMENT

- 10.1 Powers and Duties. The Fire Chief shall have the following powers, responsibilities and duties:
- (a) Planning, coordinating and supervising the operation of the Department on a day-to-day basis to ensure that the policies and direction of the Board are implemented operationally and administratively;
  - (b) Making recommendations to the Board regarding the operations of the Department.;
  - (c) Supervising and managing the Department personnel;
  - (d) Hiring, promoting, demoting, imposing disciplinary action and/or terminating employees of the Department;
  - (e) Coordinating and supervising all training;
  - (f) Establishing policies and procedures for the Department in order to implement directives from the Board;
  - (g) Preparing the annual budget for submission to the Board;
  - (h) Management of inter jurisdictional responses under any applicable mutual aid agreements, automatic aid agreements, and the greater alarm plans to operationally implement this Agreement;
  - (i) Appointing a qualified employee of one (1) of the Member Agencies or contract with a third party qualified professional to act as Human Resources Director for the Department; and
  - (j) Appoint a qualified employee of the Department or one (1) of the Member Agencies as Secretary.

## SECTION 11 – INSURANCE AND LIABILITY

- 11.1 Insurance Coverage. Prior to the Commencement Date, the Department shall obtain insurance coverage for its activities. This shall include, but not be limited to, workers' compensation and liability insurance coverage in amounts approved by the Board.
- 11.2 Limitation on Liability.
- (a) Except as provided in Section 12, no debt, liability, or obligation of the Department shall constitute a debt, liability or obligation of any Member Agency.
  - (b) Except as expressly authorized by the Member Agencies, no Member Agency shall be responsible for the acts and omissions of another Member Agency's officers or employees nor shall a Member Agency incur any liabilities arising out of the services and activities of another Member Agency's officers or employees.
- 11.3 Hold Harmless. The Department shall defend, hold harmless and indemnify, to the fullest extent permitted by law, each Member Agency from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part, to the operation of the Department or its employees, officers or agents or the employees, officers or agents of the Member Agencies while acting within the course and scope of an agency relationship with the Department.

## SECTION 12 – PENSION INTEGRITY

- 12.1 Each Member Agency hereby declares its intent to fund its share of the Department's employee pension obligations now and in the future, and to continue to honor its responsibility for its share of those pension obligations (subject to the cost allocation in Section 14.2) should the Member Agency terminate its membership in the Department or the Department terminates.
- 12.2 To fulfill the intent expressed in Section 12.1, each Member Agency agrees:
- (a) It is responsible for the pension obligations for its employees incurred while employed by the Member Agency and before becoming an employee of the Department;
  - (b) If the Department contracts with CalPERS for retirement benefits, to be responsible for its proportionate share, in accordance with the allocation in

Section 14.2, of the Department's CalPERS liabilities incurred during the Member Agency's membership in the Department;

- (c) To execute an agreement with CalPERS, which may include an agreement in accordance with Government Code Section 20573, to assume the Member Agency's proportionate share of CalPERS liability as expressed in (b)(2) should the Member Agency terminate its membership or the Department terminates.

- 12.3 If requested to do so by CalPERS, the original Member Agencies agree to execute the agreement in 12.2(c) concurrent with CalPERS executing an agreement with the Department for retirement benefits.

### **SECTION 13 – ADDITION OF MEMBER AGENCIES**

Any local agency may apply for membership in the Department. Addition of an agency to the Department shall require approval by the governing boards of all Member Agencies. The Department may require such contributions and conduct such investigations, as it may deem appropriate as a condition of application and approval of additional Member Agencies.

### **SECTION 14 – MAINTENANCE AND OPERATION COSTS: COST ALLOCATION**

- 14.1 Records and Accounts. The Department shall cause to be kept accurate and correct books of account, showing capital costs (if any), special services costs, and maintenance and operation costs of the Department. The Department shall maintain accurate and correct books of account showing all Department personnel costs and the costs of maintenance and operation of the Fire Equipment and Joint Facilities, including liability, casualty and workers' compensation insurance and a reasonable depreciation reserve for capital items. The afore described books and records shall be open to inspection at all times during normal business hours by Member Agencies.
- 14.2 Allocation of Expenses. Until changed by mutual agreement of the Member Agencies, the costs and expenses in the approved budget shall be allocated sixty percent (60%) to City of San Mateo and twenty percent (20%) each to Foster City and Belmont.

### **SECTION 15 – WITHDRAWAL FROM THE JOINT POWERS AUTHORITY**

A Member Agency may withdraw from this Agreement by filing written notice of intention to do so with the other Member Agencies at least sixty (60) months in advance of the intended withdrawal date. Notice required by this section cannot be executed prior to January 1, 2029, with the exception of a Life Safety Risk to the community. Any fire service related life safety risk dispute will be arbitrated; if the risk is found to be valid, the withdraw period will be twenty-four (24) months unless otherwise agreed to by Member Agencies.

## **SECTION 16 – DISPOSITION OF ASSETS UPON WITHDRAWAL OF A MEMBER AGENCY**

The withdrawal of any Member Agency shall not terminate this Agreement provided at least two (2) Member Agencies remain. Upon withdrawal, the Member Agency's separately owned fire stations, if any, will no longer be available for use by the Department. No Member Agency, by withdrawing, shall, except as may be agreed to by the remaining Member Agencies, be entitled to payment or return of funds paid or Fire Equipment transferred to the Department, if any, by the withdrawing Member Agency to the Department or to any distribution of its assets except for its proportionate share of any unobligated fund balance held by the Department.

## **SECTION 17 – TERMINATION; DISSOLUTION AND DISPOSITION OF ASSETS**

- 17.1 Termination and Dissolution Prior to Commencement Date. When the conditions enumerated in Section 2.10 are satisfied, the Board shall adopt a resolution certifying this fact to the Member Agencies and asking the Member Agencies to approve commencement of operations on a certain date. The governing boards of the Member Agencies shall have forty-five (45) days from the adoption of the resolution to approve commencement of operations. Upon approval of the governing boards of all Member Agencies, the Department shall commence operations. If, on the other hand, the governing boards of all Member Agencies do not approve commencement of operations within forty-five (45) days, the Board shall expeditiously wind down the affairs of the Department, and upon completion, shall dissolve the Department and terminate the Agreement.
- 17.2 Termination, Dissolution and Disposition of Assets After Commencement Date. After the Commencement Date, this Agreement may be terminated, and the Department dissolved upon the approval by the governing boards of all Member Agencies. Upon termination of this Agreement and dissolution of the Department, property owned by the Member Agencies shall, at that point, no longer be available for use by the Department. Department funds shall first be used to pay expenses, debts, liabilities and obligations of the Department and then allocated based upon the funding formula then current under Section 14.2 above. The proportionate shares of any assets, equipment or supplies owned by the Department shall be returned to the Member Agencies calculated using that same formula; however, if the Member Agencies are unable to agree on how to distribute some or all of the Department's non-monetary assets, the disputed assets shall be sold and the proceeds distributed according to the formula described in Section 14.2. Funds in a depreciation reserve account of Member Agencies subject to the cost allocation formula under Section 14.2 shall be considered an asset of the Department for purposes of this Section.

## **SECTION 18 – CAPITAL ASSETS**

Fire Equipment owned by each Member Agency and transferred to the Department upon the Commencement Date shall become the property of the Department. Transfer of Fire Equipment from new Member Agencies shall be required at the time they join the Department pursuant to Section 13, Addition of Member Agencies, and the Amended JPA Agreement providing for their admission is executed.

## **SECTION 19 – FISCAL RESPONSIBILITY**

Each Member's Agency's proportionate share of CalPERS liability is addressed in Section 12.2. In the event that the Department is dissolved or becomes insolvent, or the agreement with CalPERS is terminated, each Member Agency is responsible for its proportionate share of all other outstanding Department liabilities and obligations incurred during the Member Agency's membership in the Department, allocated in accordance with Section 14.2, so that the Member Agencies have fiscal responsibility for 100% of the Department's outstanding liabilities and obligations upon dissolution or insolvency.

## **SECTION 20 – AMENDMENT**

This Agreement may be amended from time to time with the written consent of all of the Member Agencies.

## **SECTION 21 – NOTICE**

Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Member Agencies at their addresses as reflected in the records of the Department, and shall be deemed to have been received by the Member Agencies to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

## **SECTION 22 – ATTORNEY'S FEES**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

## **SECTION 23 – SEVERABILITY**

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with the law of the State or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

## **SECTION 24 – SUCCESSORS**

This Agreement shall be binding upon and accrue to the benefit of any successor of a Member Agency.

#### **SECTION 25 – ASSIGNMENT AND DELEGATION**

No Member Agency may assign any rights or delegate any duties under this Agreement without the written consent of all other Member Agencies and any attempt to make such an assignment shall be null and void for all purposes.

#### **SECTION 26 – COUNTERPARTS**

This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

#### **SECTION 27 – INTEGRATION**

This Agreement represents the full and entire Agreement among the Member Agencies with respect to the matters covered herein.

#### **SECTION 28 – EXECUTION**

The legislative bodies of the Member Agencies have each authorized execution of this Agreement, as evidenced by the respective signatures attested below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have set their hands the day and year first hereinabove written.

**CITY OF SAN MATEO**

By: [Signature]  
Mayor

By: [Signature]  
City Manager

APPROVED AS TO FORM

By: [Signature]  
City Attorney - Shawn M. Mason

ATTEST:

By: [Signature]  
City Clerk



**CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

By: [Signature]  
Mayor/President

By: [Signature]  
City/District Manager

APPROVED AS TO FORM

By: [Signature]  
City/District Legal Counsel

ATTEST:

By: [Signature]  
City Clerk/District Secretary

**BELMONT FIRE PROTECTION DISTRICT**

By: [Signature]  
Mayor

By: [Signature]  
District Manager

APPROVED AS TO FORM

By: [Signature]  
Attorney

ATTEST:

By: [Signature]  
District Secretary

