



Agenda

**San Mateo Consolidated Fire Department
Board of Directors
Regular Meeting
Wednesday, May 31, 2023 – 4:00 P.M.**

Consistent with Government Code Section 54953, this meeting will be conducted both in person and also via Zoom Teleconferencing to promote public participation at public meetings while maintaining compliance with local, state, and federal guidelines and social distancing recommendations for the containment of the coronavirus. Department officials and members of the public are invited to attend and give public comment either in person or via teleconference. Comments may also be submitted prior to the meeting by email to: nmorales@smcfire.org

To Attend in-person – Foster City EOC, 1040 East Hillsdale Blvd., Foster City, CA 94404

To Observe and Participate via Video Teleconference –

Register in advance for this Zoom webinar:

https://us06web.zoom.us/webinar/register/WN_7xdIJoj2QcyB_bQ2rJdXWQ

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 Board Clerk Nicole Morales at 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 Board Clerk of the Fire Board at 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. PRESENTATIONS

- 4.1. Recognition of Chief Administrative Officer Drew Corbett.

5. CONSENT

- [5.1](#) Approval of Fire Board Meeting Minutes from April 12, 2023.
- [5.2](#) Report from Closed Session of April 12, 2023.
- [5.3](#) Approve an agreement with the San Mateo County Exposition and Fair Association and the City of San Mateo related to payment for services provided by the City of San Mateo and the San Mateo Consolidated Fire Department.
- [5.4](#) Adopt a resolution authorizing the Fire Chief to approve submittal of grant applications that do not require a local match or mandatory acceptance upon approval.
- [5.5](#) Adopt a resolution authorizing the Fire Chief to execute a three-year agreement with the County of San Mateo for Hazardous Materials Emergency Response Services.

5.6 Adopt a resolution authorizing the Fire Chief to execute a two-year agreement with the County of San Mateo Department of Emergency Management for Battalion Chief Services.

6. NEW BUSINESS

6.1 Adopt a resolution approving the proposed fiscal year 2023-24 budget.

6.2 Consider replacement options for the Chief Administrative Officer position within the San Mateo Consolidated Fire Department.

7. REPORTS AND ANNOUNCEMENTS

7.1. Board Members and Department Management Staff will have an opportunity to make announcements.

8. CLOSED SESSION

8.1. Conference with Labor Negotiators regarding Memorandum of Understanding pursuant to Government Code Section 54957.6

Agency Designated Representative(s): Jennifer Crims, Senior Human Resource Analyst, William D. Ross, Attorney, and Chuck Flesher, IEDA

Employee Organization(s): Battalion Chiefs Unit

9. RETURN FROM CLOSED SESSION

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

10. ADJOURNMENT

I, Nicole Morales, 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 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/meeting-dates-agendas-minutes/>



Meeting Minutes
San Mateo Consolidated Fire Department
Board of Directors Regular Meeting
Wednesday, April 12, 2023 – 4:00 P.M.
Hybrid Remote Teleconference Meeting
Foster City EOC

1. OPENING

The meeting was called to order at 4:00 pm by Fire Chief Thrasher.

- 1.3. Call to Order & Determination of a Quorum
- 1.4. Pledge of Allegiance
- 1.5. Roll Call

Board Members Present: Froomin, Mates, Newsom

Board Members Absent:

2. AGENDA CHANGES

Chief Thrasher requested to begin the meeting with New Business Agenda Item 6.1 and Item 6.2. Board Member Newsom made a motion to approve the change, Board Member Froomin seconded. The Board Secretary took a roll call vote, and the motion passed 3-0.

3. PUBLIC COMMENT

None

4. PRESENTATIONS

Item 4.1 Strategic Planning Presentation by Deputy Fire Chief Marshall.

Deputy Fire Chief Marshall provided a presentation of the attached Strategic Plan. The Board Members requested Chief Thrasher update them annually. The Chief stated we would provide data once the operation plan is created.

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

5. CONSENT

Board Chair Mates asked if there was any public comment on this item, which there was not. Board Member Newsom moved to approve the Consent calendar, Board Member Froomin seconded. The Board Secretary took a roll call vote, and the Consent calendar items were approved 3-0.

6. NEW BUSINESS

Item 6.1 Receive fiscal year 2022-23 budget update and provide feedback on proposed fiscal year 2023-24 budget.

Senior Management Analyst Toffey provided a presentation of the staff report. The Board authorized a supplemental budget appropriation of \$0.7 million of mutual aid reimbursement revenues, \$0.2 million of available fund balance in the Benefits Fund to increase the Benefits Fund healthcare budget, and \$0.3 million of available fund balance in the Workers' Compensation and General Liability Fund to increase

the fund's insurance premiums budget.

Chair Mates asked if there was any public comment on this item, which there were none. Board Member Froomin moved to adopt the resolution, Board Member Newsom seconded. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

Item 6.2 Adopt a Resolution approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services.

Treasurer Lee provided a presentation of the staff report. Requesting authorization from the Board. The Board authorized participation in the PARS Post-Employment Benefits Trust Program to be administered by Public Agency Retirement Services (PARS) and U.S. Bank, appointed the Treasurer as the Agency's Plan Administrator, and authorized the Treasurer to execute the documents to implement the program.

Board Member Froomin asked clarifying questions regarding the level of risks and conservativeness strategies. Board Members requested the Treasurer to update the Board every one to two years with the actuarial study.

Board Chair Mates asked if there was any public comment on this item, which there were none. Board Member Froomin moved to adopt the resolution, Board Chair Mates seconded. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

Item 6.3 Adopt a resolution approving revisions to the San Mateo Consolidated Fire Department's Master Fee Schedule effective July 1, 2023.

Deputy Chief Marshall provided an overview of the staff report. Discussion ensued regarding regulatory fees, collection processes, analysis studies, and allocation of inspection time per the fee schedule.

Board Chair Mates asked if there was any public comment on this item, which there were none. Board Member Newsom moved to adopt the resolution, Board Member Froomin seconded. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

7. REPORTS AND ANNOUNCEMENTS

Deputy Fire Chief Turturici provided an Operational Division update:

- The 2022 Annual Report is being finalized by Admin Technician Roldan.
- 15,136 calls for service in 2022, which was an 8% increase from 2021.
- EMS responses for confirmed fire calls, increase of 54 from 2021.
- Currently averaging 42 emergency responses a day.
 - On December 31st, we responded to 174 calls for service. With 5 significant storm days, we are now averaging 144 calls a day (161 on March 14th alone).
- Decrease in out of county deployments compared to previous years.
 - 13,749 hours deployed through mutual aid.
 - Regardless of all the rain, we continue to prepare for fire season.
- 22 calls for emergency water rescues requiring jet skis or rescue boats.
- Assisted Sheriff Department with staffing rescue boat for Fleet Week patrol and response in the bay.
- 33 total incidents related to hazardous materials responses for the county (14 responses and 19 consults).
- One firefighter is currently in the academy.

- 2 lateral firefighters completed the 2-week in-house academy.
- 20 firefighters and 3 newly promoted Captains on probation.
- Training Division updates:
 - 1,775 hours of Driver Operator completed.
 - 3,856 hours of EMS training completed.
 - 19 probationary exams to take place in June.
- No operational vacancies at this moment.

Chair Mates thanked all for the recent flooding rescues and for Fire's involvement at the recent Egg Hunt.

Deputy Fire Chief Marshall provided a Community Risk Reduction Division update:

- Office of Emergency Services operated the EOC during the recent storms. This, plus new staff in all 3 cities, highlighted the need for continued training on the opening of an Emergency Operation Center (EOC).
- Rising Phoenix Drill at the San Mateo County Event Center next week.
- Welcomed a full-time Office Assistant, a part-time Office Assistant, and a Fire Inspector bringing Prevention to full staffing.
- Wildland season is coming. Cal Fire working on fire risk mapping. With the excess growth of vegetation, we will be notifying residents of Belmont and San Mateo to clear their vegetation.
- City of Belmont received a multi-year federal government grant for high-fire hazard zones in canyon areas, specifically in the San Juan Canyon area which shares a border with San Mateo.
- Reminder to residents to watch their vegetation and clear areas away from the home. Contact us and we can visit your home for a wildfire assessment. Visit our website at smcfire.org or check out readyforwildfire.org for tips on how to protect your home from wildfires.

Chief Thrasher provided a brief update:

- The Strategic Plan will be helpful to the Department for continued demonstration of high-performance. Firefighter Laux was recently recognized for her commitment to high performance for her heroic actions during the storms of December 31st.
- Emphasized our involvement with the upcoming Rising Phoenix Drill and invited Board to attend.
- FACT Steering Committee scheduled for April 25th. Chair Mates to attend presentation.

Board Member Froomin commented that police and fire worked really well together during the unusual flooding incidents. It was commendable for them to work so well in these circumstances. Chair Mates commended all that put that worked in the dangerous conditions.

Board Member Newsom commented on his recent attendance at a CERT Skills day and stated the program was impressive.

8. CLOSED SESSION

The Fire Board adjourned to Closed Session at 5:22 p.m. General Counsel Ross reported out from Closed Session, indicating that a written report describing any reportable action will be prepared and will be included in the meeting packet for the next Board meeting on May 31, 2023.

9. ADJOURNMENT

The Board meeting was adjourned at 5:38 p.m.

William D. Ross
David Schwarz
Kypros G. Hostetter

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File No: 19/55

April 13, 2023

VIA E-MAIL

The Honorable Julia Mates, Chair
and Members of the Fire Board
San Mateo Consolidated Fire Department
330 West 20th Avenue
San Mateo, California 94403

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire Department Virtual Regular Board Meeting of April 12, 2023; Revised

Dear Chair Mates and Board Members:

This communication sets forth reportable action of the Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”), consistent with the provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*) resulting from the Department’s Closed Session of the April 12, 2023 Virtual Regular Board Meeting, consistent with Government Code Section 54957.1

The Open Session of the Board convened at 4:00 p.m. to address matters agendized for Board consideration, with the Board adjourning to Closed Session at 5:22 p.m.

There was one matter agendized for Department Closed Session consideration:

- 8.1 Conference with Legal Counsel regarding Existing Litigation, Workers’ Compensation pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9
Name of Case: Kraig Whitney
Agency Designated Representative(s): Jennifer Crims, Senior Human Resource Analyst, William D. Ross, Attorney & Mark R. Peterson, Attorney

With respect to Department Closed Session Agenda Item No. 8.1., there was reportable action in the form of unanimous (3-0) Board direction to proceed with a proposed Compromise and Release with respect to the compensation claim of Kraig Whitney (Claim Nos. 20216000115 and 20216000172). Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(1).


The Honorable Julia Mates, Chair
and Members of the Fire Board
San Mateo Consolidated Fire Department
April 13, 2023
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The Closed Session concluded at 5:38 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1 would be prepared.

This communication should be added to the Agenda for review under the Consent Calendar of your next Regular or Special Meeting.

If there are any questions concerning its content, it may be taken off the Consent Calendar at that time or our office may be contacted in the interim.

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross". The signature is fluid and cursive, with a long horizontal stroke at the end.

William D. Ross
Department Counsel

WDR:jf

cc: Kent Thrasher, Fire Chief
Nicole Morales, Business Manager
Drew Corbett, City Manager, City of San Mateo



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Drew Corbett, Chief Administrative Officer

Meeting Date: May 31, 2023

Subject: Agreements with the San Mateo County Exposition and Fair Association and the City of San Mateo

RECOMMENDATION

Approve an agreement with the San Mateo County Exposition and Fair Association and the City of San Mateo related to payment for services provided by the City of San Mateo and the San Mateo Consolidated Fire Department.

BACKGROUND

The San Mateo County Exposition and Fair Association (Association) is a 501(c)3 non-profit corporation that contracts with San Mateo County (County) to operate and manage the event facility owned by the County (Event Center). The Association also operates and manages a satellite wagering facility at the Event Center in accordance with applicable State laws. The City of San Mateo (City) and the Association previously executed a Memorandum of Understanding in August 2018 (2018 MOU) that addressed the Association's election to pay a certain percentage of pari-mutuel wagers to the City, pursuant to State law, and this MOU expired on June 30, 2022. The parties wish to generally maintain that arrangement but make certain revisions to the agreement, as well as add the San Mateo Consolidated Fire Department (SMC Fire) as a party.

In the original 2018 MOU, the Association remitted 0.33% of pari-mutuel wagers to the City in exchange for the City providing traditional municipal services to the association. These services include police, traffic control, fire permitting, and fire inspections for events held by the Association at the Event Center, as well as for sewer services. Since the original 2018 MOU, the amount of the 0.33% revenue has declined to the point where it does not cover the cost of services, and fire-related services are no longer performed by the City of San Mateo and are instead provided by the San Mateo Consolidated Fire Department. As a result, the parties have agreed to an amended MOU, included as Attachment 1, that calls for the following:

- The Association will continue remitting the 0.33% revenue to the City;
- If the cost of providing the aforementioned services exceed the 0.33% revenue, the City will invoice the Association for the difference on an annual basis; and
- The Association will remit payment to the City, and the City will remit the amount attributable to fire-related services to San Mateo Consolidated Fire Department.

FISCAL IMPACT

There is no net impact to the General Fund related to this agreement, as it ensures that SMC Fire is compensated for services provided at the Event Center.

ATTACHMENTS

- A. Agreement with San Mateo County Exposition and Fair Association

**AMENDED AND RESTATED MEMORANDUM OF
UNDERSTANDING (MOU) BETWEEN THE CITY OF SAN MATEO,
THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT, AND THE
SAN MATEO COUNTY EXPOSITION AND FAIR ASSOCIATION,
REGARDING THE SAN MATEO COUNTY EVENT CENTER**

I. INTENT AND BACKGROUND OF THE MEMORANDUM OF UNDERSTANDING

The San Mateo County Exposition and Fair Association (“Association”) is a 501(c)(3) non-profit corporation that contracts with San Mateo County (“County”) to operate and manage a 48-acre event facility owned by the County (“Event Center”) and located within the boundaries of the City of San Mateo. The Event Center hosts the annual County Fair, as well as hundreds of events each year, including trade/consumer shows, product launches, concerts, social gatherings, corporate meetings, and sporting events. The Association also operates and manages a satellite wagering facility at the Event Center, in accordance with applicable state laws.

The City of San Mateo (the “City”) is a charter city and California municipal corporation.

The San Mateo Consolidated Fire Department (“SMC Fire”) is a Joint Powers Authority that provides fire protection and prevention services to the cities of San Mateo, Foster City, and Belmont.

The City and the Association previously executed a Memorandum of Understanding in August 2018 (“2018 MOU”) that addressed the Association’s election to pay a certain percentage of pari-mutuel wagers to the City, pursuant to State law, and expired on June 30, 2022.

The City and the Association wish to generally maintain that arrangement but make certain revisions to the agreement, extend its term, and add SMC Fire as a party.

The City, Association, and SMC Fire intend that if the County terminates its agreement with the Association to operate and manage the Event Center, the County shall be encouraged to succeed to all rights and responsibilities under this MOU as set forth in Section VI, below, but with the right to terminate this MOU upon 30 days’ notice to the City, as set forth in a future agreement.

This Amended and Restated Memorandum of Understanding (MOU) between the City, the SMC Fire, and the Association (collectively, the “parties”) sets forth the parties’ agreement concerning:

1. The Association’s election to assess, pursuant to Business and Professions Code Section 19610.4, .33% of the amounts retained by the Event Center

from total pari-mutuel wagers from the satellite wagering facility operated by the Association at the Event Center (the “.33%”), and its current option to pay that amount to the City;

2. The City’s agreement, in exchange for the Event Center’s continued election to assess the .33% and to pay such amount to the City, to provide ordinary and traditional municipal services, as defined herein, to the Association in connection with its management and operation of the Event Center; and
3. SMC Fire’s agreement, in exchange for reimbursement for the cost of its services by the City and/or Association, to provide fire department related municipal services, as defined herein, to the Association in connection with its management and operation of the Event Center.

II. TERM and TERMINATION

- A. TERM: The term of this MOU shall commence on the date last signed by the parties and terminate on June 30, 2026, unless terminated prior to that date in accordance with the termination provisions below.
- B. TERMINATION: Any party may terminate this MOU for any reason, provided that the party wishing to terminate submits to the other parties their written intent to do so at least one hundred twenty (120) days in advance of the intended effective date of the termination. Subject to the parties' mutual agreement, this MOU may be terminated without cause with less than one hundred twenty (120) days' advance written notice.
- C. TERMINATION BY OPERATION OF LAW: This MOU shall terminate automatically at such time as the Association, or its successor or assignee, ceases to operate a satellite wagering facility or conduct a racing meeting pursuant to Business and Professions Code Section 19610.4, or the Association, or its designated successor or assignee, shall cease to have legal authority to assess the .33%.
- D. ENTIRE AGREEMENT: This Amended and Restated MOU constitutes the whole and entire agreement between the parties hereto and supersedes any prior agreement (including the 2018 MOU), undertaking, declarations, commitments or representations, verbal or oral, in respect of the subject matter hereof.

III. CITY, SMC FIRE, AND ASSOCIATION COMMITMENTS AND RESPONSIBILITIES

- A. The Association’s Obligations:
 1. The Association shall, during the pendency of this MOU and any applicable extension thereof, continue its current election to deduct the .33% pursuant to Business and Professions Code Section 19610.4.
 2. The Association shall, during the pendency of this MOU and any applicable extension thereof, exercise its option to distribute to the City the .33% pursuant to Business and Professions Code Section 19610.4.

3. If the cost of municipal services, as hereafter defined, provided by the City and SMC Fire exceed the .33% distribution paid to the City, calculated on an annual basis, then the Association shall pay the difference to the City within 30 days of receipt of an invoice for excess costs.
4. For events held at the Event Center that are not sponsored by the Association, the Association shall ensure the City is reimbursed for costs of municipal services provided, hereafter defined, within 30 days of receipt of an invoice, except where the City will be reimbursed under an agreement with a third party for the same event.
5. For events held at the Event Center that are not sponsored by the Association, the Association shall ensure that SMC Fire is reimbursed for the costs of fire department municipal services provided, hereafter defined, within 30 days of receipt of an invoice, except where SMC Fire will be reimbursed under an agreement with a third party for the same event.

B. The City's Obligations:

1. The City shall, in exchange for receipt of the .33% distributed pursuant to Business and Professions Code Section 19610.4, provide municipal services to the Event Center, defined as follows: police and traffic control at or for events held by the Association at the Event Center, and sewer services.
2. The City shall maintain an accounting of the cost of all such municipal services provided to the Association by the City, as defined above in Section B.1, and amounts received from the Association in the form of the .33% pursuant to Business and Professions Code Section 19610.4, and shall provide a copy of the accounting to the Association upon request and whenever the City invoices the Association for excess costs, as described below in Section B.3.
3. If the cost of municipal services provided by the City, as defined above in Section B.1, and SMC Fire, as defined below in Section C.1, exceed the amount paid to the City in the form of the .33% distributed pursuant to Business and Professions Code Section 19610.4, calculated on an annual basis, then the City shall invoice the Association for excess costs no later than July 30th of each year.
4. The City shall be solely responsible for reimbursing SMC Fire for its services, defined in section III (C), and nothing in this MOU shall obligate the Association to ensure that SMC Fire is reimbursed for its services once payments are made to the City pursuant to Section A.3.
5. The City shall provide an invoice to the Association for services provided related to events held at the Event Center that are not sponsored by the

Association within 30 days of services provided, except where the City will be reimbursed under an agreement with a third party for the same event. While it is the understanding of the parties that the Association will seek payment from the event holder, it is the obligation of the Association to pay the invoice as specified.

C. SMC Fire Obligations:

1. SMC Fire shall, in exchange for the City's receipt of the .33% pursuant to Business and Professions Code Section 19610.4 and City reimbursement to SMC Fire, provide fire department municipal services to the Event Center, defined as follows: fire inspection and fire permitting.
2. SMC Fire shall maintain an accounting of the cost of all such fire department municipal services provided to the Association, as defined above in Section C.1, and shall provide a copy of the accounting to the Association upon request and whenever the City invoices the Association for excess costs, as described above in Section B.3.
3. SMC Fire shall provide an invoice to the Association for services provided related to events held at the Event Center that are not sponsored by the Association within 30 days of services provided. While it is the understanding of the parties that the Association will seek payment from the event holder, it is the obligation of the Association to pay the invoice as specified.

D. Nothing in this MOU shall relieve the City and/or SMC Fire from providing general police and fire services to the Event Center at no additional cost.

IV. FEES AND CHARGES BY CITY AND SMC FIRE AGAINST EXHIBITORS, NO ADMISSION

- A. Nothing in this MOU shall prevent or prohibit the City and SMC Fire from assessing lawful fees or charges against entities contracting with the Association for shows, events, and exhibitions at the Event Center for police, fire, or other city services in connection with such shows, events or exhibits.
- B. Nothing in this MOU constitutes an agreement or admission by the parties as to whether Business and Professions Code Section 19610.4 legally obligates the City or the SMC Fire to provide the ordinary and traditional municipal services, as defined above in Section B.1 and C.1, to the Event Center free of charge.

V. INDEPENDENCE OF PARTIES

Each party hereto shall perform its responsibilities and activities described herein independently and not as an officer, agent, employee, employer, representative, contractor, landlord, tenant, partner, owner, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and

omissions of its officers, agents, representatives, guests, volunteers, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

VI. ASSIGNABILITY AND SUCCESSION

The Association shall have the right to assign its rights and obligations under this MOU to the County at any time.

VII. MUTUAL INDEMNIFICATION

A. Each party to this MOU shall indemnify and hold harmless the other party and its respective officers, directors, employees, agents, and members and each of them from and against any and all third-party claims, including costs of defense thereof, caused by or arising from the wrongful conduct of the indemnifying party, its officers, directors, employees, agents, or members.

The terms of this provision shall survive the expiration of this MOU

The indemnification provisions above shall not apply to any liability, damage, loss, or expense to the extent that it is directly attributable to the negligent activities, reckless misconduct, or intentional misconduct of the indemnitee.

[SIGNATURES TO FOLLOW ON NEXT PAGE]



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: May 31, 2023

Subject: Grant Applications

RECOMMENDATION

Adopt a resolution authorizing the Fire Chief to approve submittal of grant applications that do not require a local match or mandatory acceptance upon approval.

BACKGROUND

The Department is seeking approval from the Fire Board to authorize the Fire Chief to approve submittal of grant applications that do not require a local match or require mandatory acceptance upon approval. Our limited number of Board Meetings per year can present challenges in receiving Board's approval for applications and can hinder the timeliness of grant application submittals. Authorizing the Fire Chief to approve these specific types of grant applications will expedite the process and improve efficiencies.

FISCAL IMPACT

Applying for grants that do not require a local match or mandatory acceptance has no fiscal impact. Should SMC Fire be awarded a grant, the funds can be formally accepted and appropriated consistent with SMC Fire's budgetary policies and applicable Fire Board directives.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2023-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT AUTHORIZING THE FIRE CHIEF TO
APPROVE SUBMITTAL OF GRANT APPLICATIONS THAT DO NOT REQUIRE A
LOCAL MATCH OR MANDATORY ACCEPTANCE UPON APPROVAL**

WHEREAS, the Department is seeking approval from the Fire Board to authorize the Fire Chief to approve submittal of grant applications that do not require a local match or require mandatory acceptance upon approval; and,

WHEREAS, our limited number of Board Meetings per year can present challenges in receiving Board's approval for applications and can hinder the timeliness of grant application submittals; and,

WHEREAS, allowing the Fire Chief authority to approve these specific types of grant applications will expedite the process and improve efficiencies; and,

WHEREAS, should SMC Fire be awarded a grant, the funds can be formally accepted and appropriated consistent with SMC Fire's budgetary policies and applicable Fire Board directives.

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

1. Authorize the Fire Chief to approve submittal of grant applications that do not require a local match or require mandatory acceptance upon approval.

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 31st day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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: May 31, 2023

Subject: **Hazardous Materials Emergency Response Agreement**

RECOMMENDATION

Adopt a resolution authorizing the Fire Chief to execute a three-year agreement with the County of San Mateo for Hazardous Materials Emergency Response Services.

BACKGROUND

The South County Fire Authority and its successor agency, Belmont Fire Protection District, provided hazardous materials emergency response services to the County of San Mateo from 1986 until April 9, 2019. On April 10, 2019, following the commencement of operations of the San Mateo Consolidated Fire Department (SMC Fire) on January 13, 2019, the Fire Board of Directors authorized the assignment of these services from the Belmont Fire Protection District to SMC Fire.

On October 13, 2021, authority to negotiate and execute a three-year agreement was provided by the Board. By request of the County, and due to Department of Emergency Management (DEM) management changes, a one-year contract was executed until new DEM management and SMC Fire could come to agreement on a revised three-year agreement.

ANALYSIS

SMC Fire recognizes the benefits of continuing this partnership and has negotiated renewal of a new three-year contract with the County of San Mateo for hazardous materials emergency response services. Annual increases of 5% for fiscal year (FY) 2023-24, 4.5% for FY 2024-25, and 4% for FY 2025-26 will allow continued operations of the response team at appropriate levels.

FISCAL IMPACT

For the current FY 2022-23, reimbursement through the existing contract is \$745,256. The new contract will provide for a three-year term, with a 5% increase July 1, 2023, a 4.5% increase July 1, 2024, and a 4% increase July 1, 2025.

- FY 2023-24 – \$782,518
- FY 2024-25 – \$817,731
- FY 2025-26 – \$850,441

Through the life of the contract, reimbursements are anticipated to meet or exceed projected costs of the Hazardous Materials emergency Response Program including all related personnel, training,

equipment and maintenance costs. Reimbursements will also provide net resources to set aside for equipment replacement reserves.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2023-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT AUTHORIZING THE FIRE CHIEF TO
EXECUTE AN AGREEMENT WITH THE COUNTY OF SAN MATEO FOR
HAZARDOUS MATERIALS RESPONSE SERVICES**

WHEREAS, the South County Fire Authority and its successor agency, Belmont Fire Protection District, provided hazardous materials emergency response services to the County of San Mateo from 1986 to April 9, 2019; and,

WHEREAS, on April 10, 2019, the Fire Board of Directors adopted a resolution authorizing the assignment of this agreement from the Belmont Fire Protection District to the San Mateo Consolidated Fire Department (SMC Fire); and,

WHEREAS, on October 13, 2021, a three-year agreement was authorized, but due to management changes, a one-year agreement was executed for 2022-23; and,

WHEREAS, a revised three-year agreement has been negotiated for 2023-2026; and,

WHEREAS, the current agreement reimburses \$745,256 for the period of July 1, 2022 through June 30, 2023; and,

WHEREAS, SMC Fire recognizes the benefits of continuing this partnership and has negotiated renewal of a new agreement for an additional three-years and will include annual increases of 5% for fiscal year (FY) 2023-24, 4.5% for FY 2024-25, and 4% for FY 2025-26; and,

WHEREAS, payment to SMC Fire will be approximately \$782,518 for FY 2023-24, \$817,731 for FY 2024-25, and \$850,441 for FY 2025-26.

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

1. Authorize the Fire Chief to execute an agreement with the County of San Mateo for hazardous materials response services.

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 31st day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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: May 31, 2023

Subject: **County of San Mateo Department of Emergency Management - Battalion Chief Services Agreement**

RECOMMENDATION

Adopt a resolution authorizing the Fire Chief to execute a two-year agreement with the County of San Mateo Department of Emergency Management for Battalion Chief Services.

BACKGROUND

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

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

ANALYSIS

The current agreement reimburses at least 75% of the salary and benefits of a full-time Chief Officer position for the period of July 1, 2021 through June 30, 2023. SMC Fire recognizes the benefits of continuing this partnership and is proposing a new agreement for a Battalion Chief for two years, from July 1, 2023 through June 30, 2025. Given that the Battalion Chief in the position will have commitments and responsibilities specific to SMC Fire, the County's reimbursement will be 75% of the total compensation cost of a SMC Fire Battalion Chief. The contract is also inclusive of a \$600 per month maintenance and replacement cost for a SMC Fire supplied vehicle.

The County-wide Emergency Services Joint Powers Authority (CES-JPA), which is comprised of a Council Member from each of the 20 member cities and a County Supervisor, will meet to adopt its FY 2023-24 Emergency Services JPA budget, which includes the above referenced funding. Once the agreement is finalized, it will be presented to the San Mateo County Board of Supervisors for approval.

FISCAL IMPACT

The new contract will provide for a two-year term, with a 5% increase July 1, 2024. The cost will offset 75% of the salary and benefits of the Battalion Chief assigned to this position.

- FY 2023-24 - \$228,966
- FY 2024-25 - \$240,414

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2023-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT AUTHORIZING THE FIRE CHIEF TO
EXECUTE AN AGREEMENT WITH THE COUNTY OF SAN MATEO DEPARTMENT
OF EMERGENCY MANAGEMENT FOR BATTALION CHIEF SERVICES**

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

WHEREAS, on April 10, 2019, the Fire Board of Directors adopted a resolution authorizing the assignment of this agreement from the City of San Mateo to the San Mateo Consolidated Fire Department (SMC Fire); and,

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

WHEREAS, the current agreement reimburses at least 75% of the salary and benefits of a full-time Battalion Chief position for the period of July 1, 2021 through June 30, 2023; and,

WHEREAS, SMC Fire recognizes the benefits of continuing this partnership and is proposing to renew the agreement for two years, from July 1, 2023 through June 30, 2025; and,

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

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

1. Authorize the Fire Chief to execute a two-year agreement with the County of San Mateo Department of Emergency Management for Battalion Chief Services.

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 31st day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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: May 31, 2023

Subject: Fiscal Year 2023-24 Budget Approval

RECOMMENDATION

Adopt a resolution approving the fiscal year 2023-24 budget.

BACKGROUND

At the April 12, 2023 Fire Board meeting, staff provided a presentation to the Fire Board and solicited public comment on the Fire Chief's proposed 2023-24 budget. The proposed budget was delivered to the Fire Board on May 25, 2023 and was posted to the San Mateo Consolidated Fire Department's website on May 26, 2023. An additional public hearing will take place to receive any further public comment prior to the Board's approval of the 2023-24 budget.

ANALYSIS

The 2023-24 budget continues to provide funding for core services at levels consistent with what the three member agencies relied on when each agency had its own fire department with adjustments primarily focused on updating costs to reflect current conditions.

Overall, the total proposed budget is \$49.6 million, which primarily includes the General Fund at \$47.0 million. The remaining \$2.6 million is for the Fire Prevention and Life Safety Fund, which is a cost recovery program that generates revenues through service fees to pay for its program costs.

General Fund

Funding for SMC Fire comes from contributions from its member agencies, as prescribed in the Joint Powers Authority (JPA) governing SMC Fire: 20% Belmont, 20% Foster City, and 60% San Mateo. As described earlier, because program costs in the Fire Protection and Life Safety Fund are recovered through service fees, contributions from member agencies are not required for this fund's activities. Further, there are revenues generated in the General Fund from charges for services such as CPR, first aid, and other public educational classes, intergovernmental partnerships for services that SMC Fire provides, and interest earnings from the fund balance. As such, member agencies contributions are not required for these revenue-generating services, and the interest earnings get credited to each member agency's contributions according to each member agency's contribution rate. Detail on the contributions is presented under the General Fund long-term financial plan included in Attachment A. The table below shows the contributions proposed for each member agency in SMC Fire for fiscal year 2023-24.

Total General Fund Operations 2023-24	\$46,965,782
Recovered Costs:	
Charges for Services, Intergovernmental Partnerships, Interest Earnings	(1,116,238)
Total Member Agencies Contributions	\$45,849,544
<i>Belmont (20%)</i>	<i>\$9,169,909</i>
<i>Foster City (20%)</i>	<i>\$9,169,909</i>
<i>San Mateo (60%)</i>	<i>\$27,509,727</i>

Following Board approval of the proposed 2023-24 budget, each of the member agencies will seek approval from the respective City Councils on the budget, including their respective contributions. Once approved, SMC Fire’s 2023-24 budget becomes final and adopted.

FISCAL IMPACT

Adoption of the accompanying resolution will appropriate \$46,965,782 of General Fund resources, and \$2,660,295 of Fire Protection and Life Safety Fund resources.

ATTACHMENTS

- A. Proposed Resolution

RESOLUTION NO. RES-2023-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT APPROVING THE FY 2023-24 BUDGET**

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors held a public hearing on the fiscal year of 2023-24 budget; and,

WHEREAS, the budget required to operate and support SMC Fire is \$49,626,077 for the fiscal year beginning July 1, 2023 and ending June 30, 2024; and,

WHEREAS, unrecoverable costs in the approved budget are allocated between the member agencies as prescribed in section 14.2 of the Joint Powers Authority (JPA) governing SMC Fire: sixty percent (60%) to City of San Mateo, or \$27,509,727, and twenty percent (20%) each to Foster City and Belmont, or \$9,169,909 each.

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

1. Approve SMC Fire's budget, which provides for expenditures and appropriations in a total of \$49,626,077 for the fiscal year beginning July 1, 2023 and ending June 30, 2024, as set forth in the accompanying Staff Report and its attachments.
2. Recommend approval of the budget to the governing bodies of the member agencies.
3. Authorize the Fire Chief, upon approval of the budget by the governing boards of the member agencies, to effectuate the SMC Fire's budget as adopted.

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 31st day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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: May 31, 2023

Subject: Chief Administrative Officer Position

RECOMMENDATION

Consider replacement options for the Chief Administrative Officer (CAO) position within the San Mateo Consolidated Fire Department (Department).

BACKGROUND

The Fire Board of Directors has the authority under the Joint Powers Agreement, Section 6.4, to appoint additional officers and consultants. At the November 13, 2019 meeting, the Fire Board established the CAO position and appointed San Mateo City Manager Drew Corbett as the organizations first CAO. The purpose of this role is for administrative oversight of the Department in support of the Fire Chief.

ANALYSIS

Since the establishment of the CAO position in November of 2019, the position has proven to be beneficial to both the Fire Chief and the Fire Board. Given the contract for Finance and Human Resources services provided by the City of San Mateo to the Department, logistically having the San Mateo City Manager as the CAO has been of particular benefit.

Board options related to the CAO position are as follows:

- 1) Appoint the new or Interim San Mateo City Manager to the position.
- 2) Appoint the Foster City or Belmont City Manager to the position.
- 3) Eliminate the CAO position.

With CAO Corbett's upcoming retirement, staff is recommending the role remain with the San Mateo City Manager.

FISCAL IMPACT

There are no fiscal impacts as the CAO position is not a paid position.

ATTACHMENTS

- A. Chief Administrative Officer Duties & Responsibilities

San Mateo Consolidated Fire Department

Chief Administrative Officer (CAO) Duties & Responsibilities

The role of the Chief Administrative Officer (CAO) is to serve in an advisory role to the Fire Chief and the Fire Board. The CAO is appointed by the Fire Board and shall be a City Manager from one of the member agencies within San Mateo Consolidated (SMC) Fire Department.

The duties and responsibilities of the CAO, who reports to SMC Fire's Board of Directors, include, but are not limited to the following:

- Ensure that the policies and direction of the Fire Board are implemented operationally and administratively by the Fire Chief.
- Review and make recommendations during preparation of the annual budget for submission to the Fire Board.
- Review recommended changes in the department's annual budget prior to submission to the Fire Board.
- Review and make recommendations to the Fire Chief on all Fire Board meeting agendas and staff reports.
- Provide consultation on all administrative and personnel issues with the Fire Chief.
- Meet with the Fire Chief on a regular basis to ensure efficient and effective operations within the department.
- Shall communicate regularly with other member agency City Managers.
- Designate an acting CAO in the event of a temporary absence.