



Agenda

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

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

Video Teleconference Information: Via Personal Zoom Web Link

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_T0GjBKLLRvCRJIQEPDEGtw

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 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. 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 May 12, 2021.
- [4.2](#) Adopt a resolution approving a Purchase Order in the amount not to exceed \$500,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for Fiscal Year 2021-22.
- [4.3](#) Adopt a resolution approving a Purchase Order in the amount not to exceed \$300,000 for Bus & Equipment for the purchase fire apparatus inspections, service, maintenance, and repairs for Fiscal Year 2021-22.

5. NEW BUSINESS

- [5.1](#) Public Hearing adopting a resolution approving revisions to the San Mateo Consolidated Fire Department's Master Fee Schedule in accordance with the NBS Fee Study Document.
- [5.2](#) Adopt a resolution authorizing the Fire Chief to hire up to an additional six (6) FTE firefighters in anticipation of future vacancies within the Department.

6. OLD BUSINESS

- [6.1](#) Adopt a resolution approving a Supplemental Budget Appropriation for Fiscal Year 2020-21 and to consider the options for providing a proportional allocation of operating contribution credit to member agencies.

7. REPORTS AND ANNOUNCEMENTS

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

8. CLOSED SESSION

- 8.1. Personnel Action Pursuant to Government Code Section 54957: Fire Chief – Possible Appointment

9. RETURN FROM CLOSED SESSION

- 9.1. Report Upon Return from Closed Session – Department Counsel

10. 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, May 12, 2021 – 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. AGENDA CHANGES

There were no agenda changes.

3. PUBLIC COMMENT

None

4. CONSENT

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

5. NEW BUSINESS

Item 5.1 - Receive Fire Board feedback and public comment on the Fiscal Year 2021-22 Operating Budget and consider adopting a Resolution approving the Fiscal Year 2021-22 Operating Budget.

Treasurer Rich Lee provided a PowerPoint overview of the timeline for the proposed 2021-22 Budget. April's meeting provided a budget preview. This meeting is a study session and consideration for Board adoption. Later this month, Belmont will be having its first budget hearing and subsequently in June, San Mateo and Foster City will both be holding their first budget hearings. Shortly thereafter, all three cities will have their second budget hearings and budget adoption. After the budget has been adopted by each of the three member agencies, then SMC Fire's budget becomes final.

SMC Fire comprises of two primary funds: the General Fund at \$43 million and the Fire Protection & Life Safety Fund at \$2.6 million for a total of \$45.6 million in projected expenditures for next fiscal year. By expenditure type, the majority comes from personnel which is 88% of the total budget, followed by the operating budget at 10%. The funding sources comes from the operating contributions from the member agencies (60% from San Mateo and 20% each from Belmont and Foster City), and is offset by fire fees that are collected by SMC Fire as well as any grants or other intergovernmental revenue that comes to SMC Fire. The total funding sources is projected to be \$45.5 million for next fiscal year.

The General Fund will have a breakeven year at \$43 million in total revenues and total expenditures at \$43 million. This includes keeping fund balance at \$1.4 million. Treasurer Lee made a quick note that

the estimate for the current fiscal year does reflect the \$1 million credit going back to the member agencies which will be split sixty 60/20/20 between the member agencies.

The Fire Protection & Life Safety Fund will also have a breakeven year at \$2.6 million in total revenues and an equivalent amount in total expenditures. As previously communicated to the Board, this fund will end the current fiscal year with a slight negative ending fund balance that will require a temporary loan from the General Fund at the end of the fiscal year. It is anticipated that this fund will take approximately 3 years to recover.

Board Member 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 Member Lieberman. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

Item 5.2 - Conduct a workshop on the concept of introducing a First Responder Fee, which is a fee to defray the cost of providing Department services.

Chief Iverson provided an overview to the Board (attached). All Board members asked clarifying questions about the fee. Chief Iverson stated the following:

- The fee is charged directly to the insurance company provided by the individual. One thing for the Board to consider, if we were to propose such a fee, would be to allow waivers for those who may have hardships or may not have insurance.
- No other department in San Mateo County utilizes this fee. SMC Fire is a trendsetter in the County, and this would be an opportunity to take the lead for others to follow.
- Collecting insurance information while providing medical care is already taking place when a medic collects patient information. Minimal time will be spent to collect insurance data.
- It would depend on the Boards direction to allow for waivers or exemptions if someone is uninsured.
- The Nexus study identified hourly cost for an apparatus at \$533. Since we're on scene for an average of 30 minutes, roughly \$267 would be charged per apparatus per incident.
- If multiple crews respond, each apparatus would have a fee.
- Rationale for this proposal is to look at the ongoing costs for emergency services provided and to address high demand calls that utilize our resources.
- Administrative costs for collecting money from insurance companies are typically outsourced with a 90% recovery rate. Additionally, there are typically exemptions for hardships.

Board Member Lieberman skeptical to pursue further. Board Member Awasthi not interested in pursuing this further. Board Chair Goethals stated this is an interesting concept, but it would needs to be explored in a public and political way. He proposed that the Board consider discussing during an annual retreat that with member agency City Managers. Item will not be brought back right away but can be something to consider if this becomes an industry standard.

6. OLD BUSINESS

Item 6.1 - Adopt an Ordinance adopting the 2021 International Wildland Urban Interface Code with amendments and modifying the 2019 California Fire Code with local amendments. Public Hearing – Second Reading

Fire Marshal Marshall provided an overview of this topic during April's meeting. Taking Lieberman's advice and we will look at reducing the retrofit side of things in the future. As we approach fire season significantly earlier, we are hoping this ordinance helps us to mitigate the effects.

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

7. REPORTS & ANNOUNCEMENTS

Fire Chief Iverson stated this is his last meeting as he accepted a position with Redwood City Fire Department. He thanked all for the experiences and opportunities while with SMC Fire.

8. CLOSED SESSION

The Fire Board went into Closed Session at 4:38pm.

9. RETRUN FROM CLOSED SESSION

Board Chair Goethals reconvened the meeting at 5:40pm and announced the appointment of Interim Chief Kent Thrasher.

Legal Counsel Ross reported that closed session adjourned at 4:38 PM and concluded at 5:40 PM. With respect to Item 8.2, it was a 3-0 vote to appoint Deputy Fire Chief Kent Thrasher as Interim Chief for the Department. With respect to Item 8.1, a written Report Upon Return from Closed Session would be prepared consistent with the provisions of Government Code section 54957.1 for the matters considered in Closed Session.

10. ADJOURNMENT

The Acting Board Clerk reminded the participants that next meeting is scheduled for July 14th at 4:00pm and the meeting was adjourned at 5:46 pm.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Interim Fire Chief

Meeting Date: July 14, 2021

Subject: L.N. Curtis & Sons Purchase Order

RECOMMENDATION

Adopt a resolution approving a Purchase Order in the amount not to exceed \$500,000 for L.N. Curtis & Sons for the purchase of fire suppression equipment, safety gear, and supplies for fiscal year 2021-22.

BACKGROUND

On September 16, 2020, the San Mateo Consolidated Fire Department (Department) Board of Directors approved the Department's revised Purchasing Procedure C-07, which requires Board approval for purchases exceeding \$100,000. Over the past fiscal year, staff has been monitoring expenditures associated with the purchase of fire suppression equipment, safety gear, and supplies through L.N. Curtis & Sons within both the Operations and Community Risk Reduction Divisions, and based on these expenditures, staff anticipates exceeding \$100,000 in purchases for fiscal year 2021-22.

ANALYSIS

L.N. Curtis & Sons is an exclusive provider of firefighter gear and fire safety equipment in Northern California, and they are the only vendor on the west coast that meets the Department's specifications for certain fire equipment. Purchases are made throughout the year as required to meet staffing needs and include items such as personal protective equipment (PPE) including turnouts, wildland gear, goggles, gloves and helmets, small tools and equipment, and other fire related supplies. Additionally, contracts with L.N. Curtis & Sons are offered by NPPGov, a national cooperative procurement organization that offers publicly solicited contracts to government entities nationwide, and these contracts are created through a public solicitation process.

FISCAL IMPACT

The adopted 2021-22 budget includes appropriations for fire suppression equipment, safety gear, and supplies; thus, no additional budget appropriations are required.

ATTACHMENTS

- A. Resolution
- B. L.N. Curtis & Sons NPPGov Cooperative Purchasing Contract
- C. L.N. Curtis & Sons NPPGov Contract for Firefighting Equipment
- D. L.N. Curtis & Sons NPPGov for Personal Protective Equipment

E. L.N. Curtis & Sons NPPGov for Self-Contained Breathing Apparatus

RESOLUTION NO. RES-2021-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$500,000 FOR L.N. CURTIS & SONS FOR THE PURCHASE OF FIRE SUPPRESSION EQUIPMENT, SAFETY GEAR, AND SUPPLIES FOR FISCAL YEAR 2021-22

WHEREAS, on September 16, 2020, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved the Department's revised Purchasing Procedure C-07, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, over the past fiscal year, staff has been monitoring expenditures associated with the purchase of fire suppression equipment, safety gear, and supplies through L.N. Curtis & Sons, Inc. within both the Operations and Community Risk Reduction Divisions; and,

WHEREAS, based on these expenditures, staff anticipates exceeding \$100,000 in purchases for fiscal year 2021-22; and,

WHEREAS, L.N. Curtis & Sons, Inc. is an exclusive provider of firefighter gear and fire safety equipment in Northern California, and they are the only vendor on the west coast that meets the Department's specifications for certain fire equipment; and,

WHEREAS, this equipment includes items such as personal protective equipment (PPE) including turnouts, wildland gear, goggles, gloves and helmets, small tools and equipment, and other fire related supplies.

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

1. Approve a Purchase Order in the amount not to exceed \$500,000 for L.N. Curtis & Sons, Inc. for the purchase of fire suppression equipment, safety gear and supplies for fiscal year 2021-22.

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 14th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



July 7, 2021

Nicole Morales
San Mateo Consolidated Fire Department
1040 East Hillsdale Boulevard
Foster City CA 94404-1604

For Fiscal year 2021-2022, L.N.Curtis & sons are pleased to offer our NPPGov Publicly Solicited Contract Pricing per the following NPPGov contract numbers #PS20015 Firefighting Equipment, #PS20060 PPE , and #PS20105 SCBA, for your agencies equipment needs.

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited Contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Pricing Details

This contract offers up to 40% off list price.
For pricing and product details, log in to nppgov.com.

Curtis' offer includes the following number of brands, by product category:

- Category 1 (Firefighting Equipment): 58 brands
- Category 2 (Firefighting Attack Tools): 23 brands
- Category 3 (Extraction Tools & Supplies): 20 brands
- Category 4 (Search & Rescue Equipment): 22 brands
- Category 5 (Firefighting and Firefighter Training): 6 brands
- Category 6 (Hazardous Material (HAZMAT) Equipment): 22 brands
- Category 7 (Fire Extinguishers): 3 brands
- Category 8 (Firefighting Foam): 5 brands
- Category 9 (Firefighting (Municipal) Hose): 24 brands
- Category 10 (Fire Pumps): 10 brands
- Category 11 (Firefighter & Departmental Personal apparel, Badges, Accessories, and Other fire department Related Items): 5 brands
- Category 12 (Other): 50 brands
- Category 13 (Maintenance, Service & Testing): 9 brands

If you have questions, related to the NPPGov Cooperative Purchasing agreement, please feel free to contact:

- Tim Henderson (LOC Contract Management Overview); THenderson@LNCurtis.com; cell: 510.207.1568
- Nick Lawrence (LOC contract compliance responsibility); NLawrence@LNCurtis.com; cell: 510.499.4112

Attachment C

Fourth Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 1st day of March, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 3, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add two new products to the product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 21, 2021, to add two new products, one from RAPCO Industries and one from Vita Motivator, to the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new product additions.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Line Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following new products added to the product catalog:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
RAPCO Industries	Saws, Chains and related rescue equipment	10%	FFE Category 04. Search & Rescue Equipment
Vita Motivator	Eductors & related waterflow equipment	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

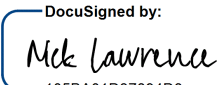
LEAGUE OF OREGON CITIES

DocuSigned by:

 38C546F8869143E...
 BY: Mike Cully
 ITS: Executive Director

Date February 28, 2021 | 11:56 AM PST

L. N. Curtis and Sons

DocuSigned by:

 105BA01D37894D8...
 BY: Nick Lawrence
 ITS: Director, Special Programs

Date February 28, 2021 | 11:15 AM PST

Third Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Name Change and Product Discount Increase

This Amendment to the Master Price Agreement is entered into this _____ day of December, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the first Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the second Amendment to the Master Price Agreement on or about September 8, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to change the supplier name "Cooper Tools" to the name of the new owner, "Apex Tool Group" as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to increase the discount from 5% to 43% for the product "Blades, Saw" offered by supplier MK Diamond; and

WHEREAS, Vendor has provided notice, on or about December 2, 2020, to update the supplier name from Cooper Tools to Apex Tool Group and to update the MK Diamond Blades, Saw discount from 5% to 43% in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product name change and product discount change.

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Name Change and Product Discount Increase.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product name change and product discount change:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS COOPERATIVE PURCHASING CONTRACTS				
TO SEARCH: "ctrl" + "F" enter the item (product or supplier) you are searching				
Supplier	Product	Discount Off List	COOP Contract	Contract (Product) Category
Cooper Tool Tools Apex Tool Group	Cutters, Bolt	20%	NPPGov PS20015 (Firefighting Equipment)	FFE Category 02. Firefighting Attack Tools
MK Diamond	Blades, Saw	5% 43%	NPPGov PS20015 (Firefighting Equipment)	FFE Category 02. Firefighting Attack Tools

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.


IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date 12/3/2020
386546F8869143E...
 BY: Mike Cully
 ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

 Date 12/3/2020
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 BY: Nick Lawrence
 ITS: Director, Special Programs

Second Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Vendor Name Change

This Amendment to the Master Price Agreement is entered into this 8th day of September, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Equipment (FFE).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20015 on or about March 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the first Amendment to the Master Price Agreement on or about June 17, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor wishes to update the name of one of its vendors based on that vendor legally changing their name who is listed in its Proposal as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor included All-American Hose in its Proposal as a Brand; and

WHEREAS, All-American Hose has legally changed its name to Snap-tite Hose Inc.; and

WHEREAS, Vendor has provided notice, on or about September 8, 2020, of the change in vendors legal name; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the name change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT


1. **Vendor Name Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following name change:

BRAND	PRODUCT DESCRIPTION	DISCOUNT OFF LIST	CONTRACT (PRODUCT) CATEGORY
All American Hose Snap-tite Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories


2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 18, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 38C546F8869143E...
 Date 9/8/2020
 BY: Mike Cully
 ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

 105BA01D37894D8...
 Date 9/8/2020
 BY: Nick Lawrence
 ITS: Director, Special Programs

First Amendment to Fire Fighter Equipment RFP 1910

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 17 day of June, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 17, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor wishes to increase its discount for many categories and manufacturers offered in its Proposal as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor wishes to remove duplicated products already listed on another Master Price Agreement with Purchaser; and

WHEREAS, Vendor included the Hurst extrication tools in its Proposal; and

WHEREAS, new Hurst extrication products have become available; and

WHEREAS, Vendor has provided notice, on or about June 4, 2020, to include new Hurst Tools at comparable pricing offered for existing Hurst tools on contract and to offer a greater discount for current manufacturers on contract; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

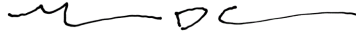
1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following **discount rate changes, one product addition, and two line deletions:**

Supplier	Product	Discount Off List	Contract (Product) Category
Task Force Tips DELETE (error, duplicate)	Adapters, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Cutters Edge DELETE (business viability)	Saws	5%	FFE Category 02. Firefighting Attack Tools
Euramco Ram Fan	Ventilation Systems	10%	FFE Category 01. Firefighting Equipment
Meret	Bags, Medical	10%	FFE Category 01. Firefighting Equipment
Tempest	Ventilation Systems	12%	FFE Category 01. Firefighting Equipment
Tempest	Saws	12%	FFE Category 02. Firefighting Attack Tools
Hurst 10,000psi Jaws of Life	Tools, Rescue Hydraulic	10%	FFE Category 03. Extraction Tools & Supplies
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	10%	FFE Category 03. Extraction Tools & Supplies
Hurst eDRAULIC EWXT Rescue Tools	Tools, Rescue Hydraulic	10%	FFE Category 03. Extraction Tools & Supplies
Hurst eDraulic Rescue Tools	Tools, Rescue Hydraulic (Battery-Powered)	10%	FFE Category 03. Extraction Tools & Supplies
Wehr	Saw, Windshield Glass	10%	FFE Category 03. Extraction Tools & Supplies
CMC	Harnesses, Rope	10%	FFE Category 04. Search & Rescue Equipment
CMC	Rope	10%	FFE Category 04. Search & Rescue Equipment
CMC	Tools, Rescue	10%	FFE Category 04. Search & Rescue Equipment
Duo Safety	Ladders	10%	FFE Category 04. Search & Rescue Equipment
PMI	Rope	10%	FFE Category 04. Search & Rescue Equipment
Firefighters Bookstore	Training and Educational Materials	10%	FFE Category 05. Firefighting and Firefighter Training
Euramco Ram Fan	Fans	10%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
FSI North America	Shelters	10%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Chemguard	Foam, Firefighting	10%	FFE Category 08. Firefighting Foam
Angus Hose	Hose, Firefighting	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Scott Plastics (Scotty)	Nozzles, Hose	10%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Prosser (Crane Pumps)	Pumps, Submersible	10%	FFE Category 10. Fire Pumps
Fire Research	Lighting Systems	10%	FFE Category 12. Other
Foxfury	Lighting and mounts	13%	FFE Category 12. Other
Gosport	Covers & Tarps, Salvage	15%	FFE Category 12. Other
Groves Ready Rack	Racks, Clothing Storage	10%	FFE Category 12. Other
Koehler/Brightstar	Lighting and mounts	15%	FFE Category 12. Other
MSA	Instrumentation, Portable (MSA)	10%	FFE Category 12. Other
Nilfisk Turbo	Vacuums, Water	10%	FFE Category 12. Other
Tempest	Smoke Machine	12%	FFE Category 12. Other
Zoll	Defibrillator, Automated Eexternal (AED)	10%	FFE Category 12. Other
Rice	Tester, Hose	10%	FFE Category 13. Maintenance, Service & Testing

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 17, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.


LEAGUE OF OREGON CITIES

DocuSigned by:

38C546F8889143E... _____ Date 6/17/2020

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

105BA01D37894D8... _____ Date 6/17/2020

BY: Nick Lawrence

ITS: Director, Special Programs

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SONS ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTING EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1910 for FIRE FIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1910 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

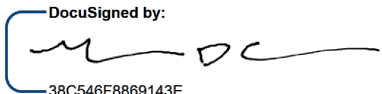
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

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

PURCHASER:

Signature:  _____
38C546F8869143F

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/18/2020

VENDOR:

Signature:  _____

Printed Name: Nick Lawrence

Title: Director, Special Programs

L.N. CURTIS & SON

Dated: 17 March 2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Air Shelters USA/Zumro	Shelters	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Ajax	Chisels, Pneumatic	5%	FFE Category 03. Extraction Tools & Supplies
Akron Brass	Nozzles, Hose	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Waterflow Equipment	20%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Akron Brass	Lighting and mounts	20%	FFE Category 12. Other
All American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Allegro	Ventilation Systems	5%	FFE Category 01. Firefighting Equipment
Allied Medical	Oxygen Hardware	Net	FFE Category 12. Other
Amerex	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
American Honda	Pumps	5%	FFE Category 10. Fire Pumps
American Honda	Generators	5%	FFE Category 12. Other
Angus Hose	Hose, Firefighting	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ansul	Fire extinguishers	25%	FFE Category 07. Fire Extinguishers
Ansul	Foam, Firefighting	54%	FFE Category 08. Firefighting Foam
Blowhard	Ventilation Systems	2%	FFE Category 01. Firefighting Equipment
Bullard	Thermal Imagers	5%	FFE Category 04. Search & Rescue Equipment
C & S Supply	Nozzles, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
C & S Supply	Waterflow Equipment	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
CET	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
CET	Skid Unit	5%	FFE Category 10. Fire Pumps
Chemguard	Foam, Firefighting	1%	FFE Category 08. Firefighting Foam
CMC	Harnesses, Rope	1%	FFE Category 04. Search & Rescue Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
CMC	Rope	1%	FFE Category 04. Search & Rescue Equipment
CMC	Tools, Rescue	1%	FFE Category 04. Search & Rescue Equipment
Coastal Environmental	Weather Stations	Net	FFE Category 12. Other
Cooper Tool Tools	Cutters, Bolt	20%	FFE Category 02. Firefighting Attack Tools
Council Tools	Tools, Hand Firefighting Attack	25%	FFE Category 02. Firefighting Attack Tools
Curtis	Slide-in (Heiman) Skid Unit	Net	FFE Category 10. Fire Pumps
CurtisCare Service	Service and Maintenance, Heavy Rescue Tools	Net	FFE Category 13. Maintenance, Service & Testing
Cutters Edge	Saws	5%	FFE Category 02. Firefighting Attack Tools
David Clark	Communications	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Nozzles	Net	FFE Category 12. Other
Draft Commander	Testing, Fire Apparatus Pump	Net	FFE Category 12. Other
Duo Safety	Ladders	1%	FFE Category 04. Search & Rescue Equipment
Elkhart Brass	Nozzles, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Elkhart Brass	Waterflow Equipment	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Euramco	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Euramco Ram Fam	Fans	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
EZ-Spanner	Hydrant, Wrenches	Net	FFE Category 02. Firefighting Attack Tools
Ferno	First Aid	Net	FFE Category 12. Other
Fire Facilities	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fire Hooks	Tools, Firefighting Attack	5%	FFE Category 02. Firefighting Attack Tools
Fire Research	Lighting Systems	1%	FFE Category 12. Other
Firefighters Bookstore	Training and Educational Materials	1%	FFE Category 05. Firefighting and Firefighter Training
Fire-Vent	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Fluke	Equipment, Detection (Heat)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Fol-da-tank	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Fol-Da-Tank	Tank, Water (Portable)	25%	FFE Category 12. Other
Fountainhead	Pump, Backpack	25%	FFE Category 01. Firefighting Equipment
Foxfury	Lighting and mounts	1%	FFE Category 12. Other
FSI North America	Shelters	1%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Gosport	Covers & Tarps, Salvage	2%	FFE Category 12. Other
Groves Ready Rack	Racks, Clothing Storage	1%	FFE Category 12. Other
Hale	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Harrington	Adapters, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Valves	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Harrington	Waterflow Devices	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Honda	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Honeywell Salvage Master	Vacuums, Water	5%	FFE Category 12. Other
Hurst 10,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst 5,000psi Jaws of Life	Tools, Rescue Hydraulic	1%	FFE Category 03. Extraction Tools & Supplies
Hurst e-Draulics Jaws-of-Life	Tools, Rescue Hydraulic (Battery-Powered)	1%	FFE Category 03. Extraction Tools & Supplies
Hurst Strong Arm	Tools, Rescue Hydraulic	2%	FFE Category 03. Extraction Tools & Supplies
Husky	Pools and Tanks	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Husky	Tank, Water (Portable)	25%	FFE Category 12. Other
Husqvarna	Saws	20%	FFE Category 02. Firefighting Attack Tools
Indian Springs	Emergency HAZMAT Kit, Chlorine	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Junkin	First Aid	5%	FFE Category 12. Other
Kidde Simulators	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Kocheck	Waterflow Devices, Wildland	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Koehler/Brightstar	Lighting and mounts	2%	FFE Category 12. Other
K-Tool	Tools, Entry	5%	FFE Category 04. Search & Rescue Equipment
Leatherhead Tools	Axes	25%	FFE Category 02. Firefighting Attack Tools
Meret	Bags, Medical	1%	FFE Category 01. Firefighting Equipment
Miti	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
MK Diamond	Blades, Saw	5%	FFE Category 02. Firefighting Attack Tools
MSA	Instrumentation, Parts (MSA)	5%	FFE Category 12. Other
MSA	Instrumentation, Portable (MSA)	1%	FFE Category 12. Other
National Foam/Angus	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
New Pig	Kit HAZMAT Clean-Up	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Nilfisk Turbo	Vacuums, Water	1%	FFE Category 12. Other
North American Hose	Hose, Firefighting	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Nupla/QEP	Tools, Firefighting	25%	FFE Category 02. Firefighting Attack Tools
Paratech	Tools Air Lifting Bags	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools Stabilization	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Trench Rescue	5%	FFE Category 03. Extraction Tools & Supplies
Paratech	Tools, Forcible Entry	5%	FFE Category 04. Search & Rescue Equipment
Pelican Lights	Lighting and mounts	25%	FFE Category 12. Other
Performance Advantage	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Performance Advantage	Mounting Bracket, Tool	5%	FFE Category 12. Other
Petzel (Evac Systems)	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Petzel (Evac Systems)	Rope	5%	FFE Category 04. Search & Rescue Equipment
PMI	Rope	1%	FFE Category 04. Search & Rescue Equipment
Prosser (Crane Pumps)	Pumps, Submersible	1%	FFE Category 10. Fire Pumps
Red Head Brass	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Red Head Brass	Couplings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Fittings, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Valves	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Red Head Brass	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Rescue 42	Tools, Stabilization	Net	FFE Category 03. Extraction Tools & Supplies
Rice	Tester, Hose	1%	FFE Category 13. Maintenance, Service & Testing
RIT Safety Solutions	Bags, Rapid Intervention Team (RIT)	5%	FFE Category 01. Firefighting Equipment
Sam Carbis	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Savox	Camera, Systems Search	5%	FFE Category 04. Search & Rescue Equipment
Savox Con Space	Communications	5%	FFE Category 12. Other
Scott Plastics (Scotty)	Nozzles, Hose	1%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
SE International	Equipment, Detection (Radiation)	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Seco	Bags	5%	FFE Category 01. Firefighting Equipment
Simulaids	Training Aids and Mannequins	5%	FFE Category 05. Firefighting and Firefighter Training
Skedco	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Smith Detection	Equipment, Detection	Net	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Solberg	Foam, Firefighting	5%	FFE Category 08. Firefighting Foam
South Park	Wrenches	25%	FFE Category 01. Firefighting Equipment
South Park	Adapters, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Couplings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Fittings, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
South Park	Waterflow Devices and Mounts	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Special Service	Chisels, Pneumatic	Net	FFE Category 03. Extraction Tools & Supplies
Stihl (Pacific Stihl)	Saws	Net	FFE Category 02. Firefighting Attack Tools
Streamlight	Flashlights	30%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Stryker	Patient Handling	Net	FFE Category 04. Search & Rescue Equipment
Super Vac	Saws	20%	FFE Category 02. Firefighting Attack Tools
Super Vac	Fans	20%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Super Vac	Smoke Machine	20%	FFE Category 12. Other
Task Force Tips	Adapters, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Devices, TFT "New Force"	net	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Waterflow Equipment	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Task Force Tips	Nozzles, Hose	30%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Tempest	Ventilation Systems	1%	FFE Category 01. Firefighting Equipment
Tempest	Saws	1%	FFE Category 02. Firefighting Attack Tools
Tempest	Smoke Machine	1%	FFE Category 12. Other
Thermo Gel	Foam, Firefighting	Net	FFE Category 08. Firefighting Foam
Tingley	Boots, HAZMAT	25%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Tractel Grip Hoist	Tools, Come-a-long	Net	FFE Category 04. Search & Rescue Equipment
Turtle Plastics	Cribbing	5%	FFE Category 03. Extraction Tools & Supplies
Warthog	Blades, Saw	Net	FFE Category 02. Firefighting Attack Tools
Waterax	Pumps, Firefighting	Net	FFE Category 10. Fire Pumps
Waterous	Pumps, Firefighting	5%	FFE Category 10. Fire Pumps
Wehr	Saw, Windshield Glass	1%	FFE Category 03. Extraction Tools & Supplies
Weis Safety	Training Systems, Firefighting	Net	FFE Category 05. Firefighting and Firefighter Training
Weis Safety	Tester, Nozzles	Net	FFE Category 13. Maintenance, Service & Testing
Western Shelter	Tank, Water (Portable)	5%	FFE Category 12. Other
Western Shelters	Showers/pools/wands, Decon	5%	FFE Category 06. Hazardous Material (HAZMAT) Equipment
Wing Enterprises/Little Giant	Ladders	5%	FFE Category 04. Search & Rescue Equipment
Wolfpack	Packs, Wildland	2%	FFE Category 01. Firefighting Equipment

CURTIS LOC/NPPGov Firefighting Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract (Product) Category
Yates	Hardware, Rope	5%	FFE Category 04. Search & Rescue Equipment
Yates	Rope	5%	FFE Category 04. Search & Rescue Equipment
Zephyr	Clamps, Hose	5%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Zephyr	Mounting Bracket, Tool	5%	FFE Category 12. Other
Ziamatic	Tools, Hand	25%	FFE Category 02. Firefighting Attack Tools
Ziamatic	Clamps, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mount Bracket, Hose	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Waterflow Devices	25%	FFE Category 09. Firefighting (Municipal) Hose & Accessories
Ziamatic	Mounting Bracket, Tool	25%	FFE Category 12. Other
Zistos	Camera, Systems Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zistos	Video Systems, Search & Rescue	Net	FFE Category 04. Search & Rescue Equipment
Zoll	Defibrillator, Automated External (AED)	1%	FFE Category 12. Other

Curtis' price schedule includes two separate pricing approaches:

1. Pricing for customers located in the forty-eight contiguous states and Alaska (FOB: Origin)
2. Pricing for the State of Hawaii (FOB: Destination)

Generally, Curtis is offering prices that are equal to our Most Favored Customer prices for items that are included in our GSA contract to maintain compliance with the terms and conditions of our contractual agreement with the General Services Administration. For those products not included in our GSA contract, Curtis' proposed prices are generally better than the prices Curtis typically offers to our most favored customer.

Curtis' Pricing Schedule, **sorted by brand**, is based upon a fixed percentage (%) off marked prices defined within each of the individual suppliers' catalog included in the "Current Catalog" section, starting on page **Error! Bookmark not defined.** of this proposal):

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Attachment D

Master Price Agreement

between

League of Oregon Cities and L.N. Curtis & Son

Contact Number PS20060

for

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Effective March 26, 2020

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SON ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1915 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to

Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage,

claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal

representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

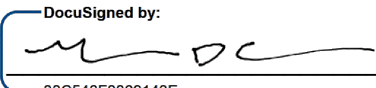
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

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

PURCHASER:

DocuSigned by:
Signature:  _____
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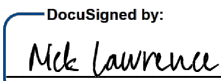
Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

DocuSigned by:
Signature:  _____
105BA01D37894D8...

Printed Name: Nick Lawrence

Title: Director, Special Programs

L.N. CURTIS & SON

Dated: 3/25/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract Category
Globe	Turnout Ensembles ATHLETIX style	37%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles CLASSIX Metro style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles CLASSIX style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles G-XCEL style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles G-XTREME 3.0 style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Ensembles REACTION style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, Globe Pant System	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, w/ Integrated Harness System	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Bullard	Helmets, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Crew Boss	Clothing, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Danner/LaCrosse	Boots, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Firecraft	Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Hotshield	Respiratory Protection, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Clothing, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
Shelby	Gloves, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
Tech Trade (Pro-tech)	Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Whites Boots	Boots, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
5.11 Tactical	Clothing, Tactical Ensembles	30%	PPE Category 03. EMS and General Fire Garments
Crew Boss	Clothing, Rescue	5%	PPE Category 03. EMS and General Fire Garments
Crew Boss	Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
DFND	Clothing, Base Layer	5%	PPE Category 03. EMS and General Fire Garments
DuPont	Clothing, HAZMAT Ensembles	20%	PPE Category 03. EMS and General Fire Garments
Fire Innovations	Belts, Ladder	5%	PPE Category 03. EMS and General Fire Garments
Gemtor	Belts, Ladder	10%	PPE Category 03. EMS and General Fire Garments
Kappler	Clothing, HAZMAT Ensembles	Net	PPE Category 03. EMS and General Fire Garments
Lakeland	Clothing, HAZMAT Ensembles	25%	PPE Category 03. EMS and General Fire Garments
PGI	Hoods, Firefighting	10%	PPE Category 03. EMS and General Fire Garments
Under Armor	Clothing, Base, Mid and Outer Layers	10%	PPE Category 03. EMS and General Fire Garments
Workrite Uniforms	Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
MSA	Helmets, Fire & Rescue	25%	PPE Category 04. Helmets (Structural or Proximity)
Paul Conway	Helmet, Fronts (ID)	Net	PPE Category 04. Helmets (Structural or Proximity)

**CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog
FOB: Origin (add shipping)**

Brand	Product Description	Discount Off List	Contract Category
Firecraft	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Firecraft	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Mechanix	Gloves	10%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves	15%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves, Extrication	10%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Extrication	20%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Firefighting	18%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Danner/LaCrosse	Boots, Station	25%	PPE Category 06. Boots (Structural or Proximity)
Globe	Boots, Firefighting	27%	PPE Category 06. Boots (Structural or Proximity)
Redback	Boots, Station	10%	PPE Category 06. Boots (Structural or Proximity)
ESS Goggles	Eye Protection	5%	PPE Category 07. Accessories
Ferno	First Aid	Net	PPE Category 07. Accessories
Junkin	First Aid	5%	PPE Category 07. Accessories
Pelican Case	Cases	25%	PPE Category 07. Accessories
Revision	Eye Protection	20%	PPE Category 07. Accessories
ECMS Inc.	Care & Maintenance, PPE	Net	PPE Category 08. Maintenance and Cleaning Services

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Attachment E

**First Amendment to FIRE FIGHTER SELF CONTAINED BREATHING
APPARATUS (SCBA) RFP 1920**

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this _____ day of June, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor wishes to increase its discount for one category and manufacturers offered in its Proposal as permitted under the terms of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the above discount change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount rate change:

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				
Brand	Product Description	Discount Off List	Contract Category	Manufacturer's Catalog
Avon	SCBA	10%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) and/or Closed-Circuit SCBA Systems	Avon Protection Jan 2020
Avon	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	Avon Protection Jan 2020
Avon	Regulators, RIC/UAC Connection	10%	SCBA Category 03: Regulator System, Intermediate Pressure Hose, Rapid Intervention Crew/Company Universal Air Connection	Avon Protection Jan 2020
Avon	Cylinders	10%	SCBA Category 04: Cylinders	Avon Protection Jan 2020
MSA	SCBA, Model G1	20%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) and/or Closed-Circuit SCBA Systems	MSA Fire Service Full Line 1/1/2020
MSA	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	MSA Fire Service Full Line 1/1/2020
MSA	Regulators, RIC/UAC Connection	10%	SCBA Category 03: Regulator System, Intermediate Pressure Hose, Rapid Intervention Crew/Company Universal Air Connection	MSA Fire Service Full Line 1/1/2020
MSA	Cylinders	10%	SCBA Category 04: Cylinders	MSA Fire Service Full Line 1/1/2020
CurtisCARE	Service and Maintenance, MSA SCBA	2%	SCBA Category 05 Maintenance, Service & Testing	not available
CurtisCARE	Testing, Mask Fit	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Service and Maintenance, Breathing Air Compressors	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Testing, Cylinder Hydrotesting (mobile test van)	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Mask Service & Mask Fitting	2%	SCBA Category 05: Maintenance, Service & Testing	not available
Honeywell	SCBA Flow Tester (PosiChek)	Net	SCBA Category 05. Maintenance, Service & Testing	Honeywell Safety 1/1/2020
OHD	Mask Fit Tester	5%	SCBA Category 05. Maintenance, Service & Testing	OHD 1/1/2020
Blast Mask	Training, SCBA	10%	SCBA Category 06. Other	not available
EagleAir	Compressors, Breathing Air	15%	SCBA Category 06. Other	Eagle Air Units 8/19/2019
Grace Industries	Pass Device	Net	SCBA Category 06. Other	Grace Ind 1/1/2020
Avon	SCBA Parts & Accessories	10%	SCBA Category 06. Other	Avon Protection Jan 2020
MSA	SCBA Parts & Accessories	10%	SCBA Category 06. Other	MSA Fire Service Full Line 1/1/2020
Various	N-95 respirators (medical)	10%	SCBA Category 06. Other	not available
Various	N-95 respirators (industrial)	10%	SCBA Category 06. Other	not available

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:



Date 6/18/2020

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BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:



Date 6/18/2020

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BY: Nick Lawrence

ITS: Director, Special Programs

Certificate of Completion

Envelope Id: 23374AF3B6094DEFB1209F32A6777D7A	Status: Completed
Subject: Please DocuSign: MPA Amendment 1 RFP 1920 Curtis SCBA FINAL.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

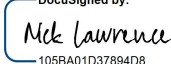
Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
6/18/2020 10:29:56 AM	bill.demars@nppgov.com	

Signer Events

Nick Lawrence
 nlawrence@incurtis.com
 Director, Special Programs
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 105BA01D37894D8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.210.40.139

Timestamp

Sent: 6/18/2020 10:37:28 AM
 Viewed: 6/18/2020 10:39:29 AM
 Signed: 6/18/2020 10:47:28 AM

Electronic Record and Signature Disclosure:

Accepted: 3/25/2020 4:42:06 PM
 ID: 29a19c89-942f-408d-bfc6-a5b2e12f16e0

Mike Cully
 mcully@orcities.org
 Executive Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 38C546F8869143E...
 Signature Adoption: Drawn on Device
 Using IP Address: 174.204.213.173
 Signed using mobile

Sent: 6/18/2020 10:47:29 AM
 Viewed: 6/18/2020 10:48:14 AM
 Signed: 6/18/2020 10:48:30 AM

Electronic Record and Signature Disclosure:

Accepted: 6/18/2020 10:48:14 AM
 ID: 814b2af5-8439-46e0-b1b1-29fbef15a0a3

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2020 10:47:29 AM
Certified Delivered	Security Checked	6/18/2020 10:48:14 AM
Signing Complete	Security Checked	6/18/2020 10:48:30 AM
Completed	Security Checked	6/18/2020 10:48:30 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Interim Fire Chief

Meeting Date: July 14, 2021

Subject: **Bus & Equipment Purchase Order**

RECOMMENDATION

Adopt a resolution approving a Purchase Order in the amount not to exceed \$300,000 for Bus & Equipment of California, Incorporated (B&E) for fire apparatus inspection, service, maintenance, and repairs.

BACKGROUND

On September 16, 2020, the San Mateo Consolidated Fire Department (Department) Board of Directors approved the Department's revised Purchasing Procedure C-07, which requires Board approval for purchases exceeding \$100,000. Over this past fiscal year, staff has been monitoring expenditures associated with inspections, servicing, maintenance, and repairs of fire apparatus through B&E, and based on what was expended, staff anticipates exceeding \$100,000 in costs for fiscal year 2021-22.

ANALYSIS

B&E is currently the only local service provider for front-line and reserve fire apparatus for the Department. Their staff, which include diesel truck mechanics, have kept our fleet safe and operating properly since the Department's commencement of operations. In addition to B&E, the Department utilizes three other vendors for similar work; however, these vendors are located well outside the Department's service area, resulting in an increase in personnel and fuel costs as well as out of service time of apparatus. As a local resource, B&E has saved the Department time and money in personnel and fuel costs associated with delivering apparatuses for necessary repairs.

FISCAL IMPACT

The adopted 2021-22 budget includes appropriations for apparatus maintenance and repair costs; thus, no additional budget appropriations are required.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED \$300,000 FOR BUS & EQUIPMENT OF CALIFORNIA, INC. FOR FIRE APPARATUS INSPECTION, MAINTENANCE, AND REPAIRS FOR FISCAL YEAR 2021-22

WHEREAS, on September 16, 2020, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved the Department's revised Purchasing Procedure C-07, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, over the past fiscal year, staff has been monitoring expenditures associated with inspections, servicing, maintenance, and repairs of fire apparatus through Bus & Equipment of California, Inc. (B&E); and,

WHEREAS, staff anticipates expending \$300,000 for fire apparatus inspections, servicing maintenance and repairs with B&E for fiscal year 2021-22; and,

WHEREAS, B&E is currently the only local service provider for front-line and reserve fire apparatus for the Department; and,

WHEREAS, as a local resource, B&E has saved the Department time and money in personnel and fuel costs associated with delivering apparatus for necessary repairs.

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

1. Approve a Purchase Order in the amount not to exceed \$300,000 for Bus & Equipment of California, Inc. for fire apparatus inspection, service, maintenance, and repairs for fiscal year 2021-22.

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 14th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Interim Fire Chief

Meeting Date: July 14, 2021

Subject: Master Fee Schedule

RECOMMENDATION

Adopt a resolution approving revisions to the San Mateo Consolidated Fire Department's ("Department") Master Fee Schedule in accordance with the NBS Fee Study Document.

BACKGROUND

In 2018, the Department hired NBS, a consultant, to conduct a fee study for the Master Fee Schedule of the Department. Fee studies need to be updated every three to five years to address the changing nature of work that the Department does, ensure that revenues are keeping up with expenditures, and comply with best practices. With the last fee study having been undertaken before the consolidation of the three member agencies, it was time to review the Department's Master Fee Schedule to ensure that its fees do not exceed the cost to provide the fee-related services and in compliance with state law.

ANALYSIS

The current Master Fee Schedule (MFS) is comprehensive, but staff recommends the following primary revisions to the MFS to make it clearer for the public and staff to understand:

- Fire code permits were not being widely issued because of the confusion over implementation. The proposed revisions to the MFS have been written in clear and plain language, and the Department can recover the cost of services.
- Currently the Department bills some inspections, but not others because of the way the original fees were structured. This led to overcharges in some cases, and severe undercharges in other cases. The realignment of these fees will stabilize cost recovery for planned work, and also ensure that our users will be treated uniformly.

The report provided by NBS covered the methodology, identified new fees, and updated rates. Overall, the fully burdened hourly rate decreased in comparison to the current MFS, and some fees, particularly routine fire code inspection fees, also decreased. The Department is working to streamline the fire permit process, which will position it to issue more permits and increase revenue.

At present, the Department is only recovering 55% of the cost to perform annual mandated apartment inspections. For example, the majority of inspections occur in 3-10 unit complexes. The current cost recovery for these occupancies only collects 42% of what it costs to do the inspections. The fee would

need to increase from \$244 to \$579. To this end, it is recommended that the fee for 3 and 4 unit apartments be \$266. These rarely take long, and rarely need reinspections. The rate for 5-10 unit apartment buildings are recommended to be set at \$579.

Construction fees will increase on the whole. The majority of these increases reflect a change the Department's business practice where it will prebill inspections rather than bill inspections as they are requested. This is consistent with how many fire departments and the member agency building officials bill permits. This change in Department business practice will standardize how member agency building departments collect fees on the Department's behalf, and ensure even billing practices.

With Fire Board adoption of the proposed MFS, based on current staffing and workload, full cost recovery is \$2.82 million.

ALTERNATIVES

While the fees to be adopted will help to make the Fire Protection and Life Safety Fund (Fund 37) more sustainable, several of the proposed fee increases are significant. One alternative is to phase in some of the fees, such as the Apartment Inspection Fees. For example, increasing those fees over the next 2 to 3 years rather than all at once.

Another alternative is to wait to implement the fees until later in the year, or even January of 2022, taking time to educate customers between now and then.

Both of these alternatives would reduce the recovery of fees and would lengthen the time it would take for the Fire Protection and Life Safety Fund to fully recover.

FISCAL IMPACT

Fund 37 is projected to end the fiscal year with approximately \$0.1 million in fund balance, so the proposed increase in fees will help to position the fund for long-term fiscal sustainability

ATTACHMENTS

- A. Resolution
- B. NBS Fee Study Final Report with Fee Schedule Analysis Annexes
- C. Fee Schedule

RESOLUTION NO. RES-2021-022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT TO ADOPT THE FIRE DEPARTMENT MASTER FEE SCHEDULE

The Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”) ordains as follows:

WHEREAS, under applicable law and pursuant to the authority of the Department’s JPA member agencies, the Department is authorized to adopt a schedule of fees to recover costs for services;

WHEREAS, on May 8, 2019, the Board adopted a Master Fee Schedule for the Department by adopting Ordinance No. 2019-001;

WHEREAS, on December 9, 2020, the Board adopted a Master Fee Schedule adjustment for the Department by adopting Resolution No. 2020-038 with the understanding that a Fee Study was underway to set the correct limits for fees;

WHEREAS, the Department has determined, based on the services provided, that it may, upon approval of the Board, increase fees and charges on July 1 of each year based on the annual change in the Consumer Price Index (“CPI”), as well as any other necessary adjustments to Department fees and charges as needed from time to time, and that such future adjustment may be performed either by Resolution or by Ordinance;

WHEREAS, a fee study undertaken by NBS Consultants identified the costs of delivering services by the Department;

WHEREAS, The FY 2021-2022 service fees are as set forth in the Schedule of Department Service Fees, attached as Attachment B and incorporated by this reference;

WHEREAS, the fees and charges set forth in this Resolution are based on the Department’s review of the NBS study on what constitutes its reasonable and actual costs for performing such services; and,

WHEREAS, this Board held a properly noticed public hearing in accordance with and as required by Government Code section 6066, and has published this Resolution twice in the San Francisco Examiner.

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

1. The foregoing recitals are hereby incorporated by reference
2. This Resolution shall become effective September 12, 2021;
3. Upon the effective date of this Resolution, the fees and charges set forth in Attachment A, attached and incorporated by this reference, shall become effective, and the Department is authorized to take necessary and incidental actions to charge and collect such fees and charges;
4. Upon the effective date of this Resolution, Resolution No. 2020-38 shall be repealed;
5. The fees/charges set forth in this Resolution may be revised from time to time, including an annual inflationary adjustment based on the Consumer Price Index (CPI) not to exceed 2%, and additional fees/charges may be added or altered, and such changes may be performed either by Resolution or Ordinance of the Board of Directors; and,
6. Within fifteen (15) days of the adoption of this Resolution, Department Staff shall cause to be published once in a newspaper of general circulation in the Department's service area a summary of the Resolution with the names of the members of the Board voting for or against the Resolution.

I hereby certify this to be a correct copy of Resolution 2021-022 of the San Mateo Consolidated Fire Department, California, introduced on July 14, 2021 and adopted on July 14, 2021 at a regular meeting of the Department Board of Directors by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

Attachment B



San Mateo Consolidated Fire Department

Bureau of Fire Protection and Life Safety

Fee Study

FINAL REPORT

April 28, 2021

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Temecula, CA 92592
Toll free: 800.676.7516 Fax: 951.303.6688

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Executive Summary

In 2018, NBS performed a Fee Study (Study) for the San Mateo Consolidated Fire Department’s Bureau of Fire Protection and Life Safety (Bureau). The consolidated Department was newly formed in 2018 and the purpose of this report is to update the prior Fee Study’s findings and recommendations.

California cities, counties, and special districts may impose user and regulatory fees for services and activities they provide through provisions set forth in the State Constitution, Article XIII C § 1. Under this legal framework, a fee may not exceed the reasonable cost of providing the service or performing the activity. The primary purposes of conducting a Fee Study are to ensure that existing fees are defensibly calibrated to the costs of providing services.

In 2018, the Board adopted the results of the Fee Study conducted by NBS. This update to the 2018 Study examined fees charged by the Bureau for regulation of fire protection systems, fire and life safety inspection of construction, annual inspection of businesses as required by the State of California or local regulatory authority, complaint investigations, California Fire Code operational permits, and various other miscellaneous fees for services.

The original 2018 Study focused on combining three different fee schedules from the Consolidated Department’s member agencies, and at that time, little information was available to model the Bureau’s workload or to estimate the cost recovery impacts of recommended increases or decreases in fees. Fortunately, data is now available for this purpose and is incorporated into this updated Study.

As shown in Table 1, the updated Study identified approximately \$2.8 million in eligible costs for recovery from fees for service compared to the estimated \$1.9 million the Bureau is currently collecting each year from fees.

Table 1. Report Summary

Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage
Annual Mandated/Fire Code Permit Inspections	\$ 1,056,183	\$ 1,932,373	\$ (876,190)	55%
Development Plan Review/Inspection	826,651	895,562	(68,911)	92%
Total	\$ 1,882,834	\$ 2,827,935	\$ (945,101)	67%

The Bureau is recovering approximately 67% of the estimated total costs associated with providing regulatory fee-related services. Should the Board adopt fees at 100% of the full cost recovery amounts determined by this Study, an additional \$945,000 in costs could be recovered.

However, as Section 1.2.3 explains, there may be other local policy considerations that support adopting fees at less than the calculated full cost recovery amount. Since this element of the Study is subjective, NBS provided the maximum potential of fee amounts at 100% full cost recovery for the Bureau and Board to consider. Once the Board has reviewed and evaluated the results of the Study, fees can be adopted at cost recovery levels according to local policy goals and considerations.

Section 1 – Introduction and Fundamentals

1.1 Scope of Study

The following categories of fees were considered within the scope of this Study:

-) **Required Operational Permits:** The Bureau charges annual and one-time fees for activities regulated or permitted per the California Fire Code and/or local municipal codes.
-) **Occupancy Inspections:** The Bureau performs inspections related to the fire and life safety aspects of construction permits. Additionally, the Bureau performs annual inspections of apartment buildings, hotels, residential occupancies, and selected commercial occupancies as required by State law and/or local authority. Primarily the Bureau’s staff perform these inspections, with some assistance from the Fire Department’s engine companies.
-) **Protection Systems Permits and Inspections:** The Bureau performs plan review and inspection services on all new and retrofitted sprinkler and alarm systems, as well as other types of fire protection systems such as commercial hood and duct systems, smoke control systems, standpipe systems, etc.
-) **Miscellaneous Fees for Service:**
 - **Document Fees:** The Bureau provides specific file review and research upon request, and processes variance applications and key box services. Additionally, the Bureau charges for photocopies, photographs, and other copies of digital media.
 - **Penalty Fees:** The Bureau charges fees for false alarms, failure to obtain a permit, re-inspections, and reactivation of an expired permit.
 - **Reimbursement Fees:** Fees in this section of the fee table recover for emergency responses such as Driving Under the Influence, or negligent actions causing Fire Department response. Patient assist and emergency preparedness planning and education services may also incur a fee.

The fees examined in this Study specifically excluded any development impact fees or special assessments, all of which fall under distinct analytical and procedural requirements different from the body of user/regulatory fees analyzed in this effort. Additionally, this Study excluded facility and equipment rental rates, as well as most fines and penalties imposed for violations to local requirements or code. (The amount of a penalty is not limited to the costs of service.)

1.2 Methods of Analysis

The following three phases of analysis are completed for every NBS Fee Study:

1. Cost of service analysis
2. Fee establishment
3. Cost recovery evaluation

1.2.1 Cost of Service Analysis

A cost of service analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to an activity or service, including the real-time provision of the service. Indirect costs are those that support the provision of services in general but cannot be directly or easily assigned to a singular activity or service.

Direct Costs:

-) **Direct personnel costs** – Salary, wages and benefits expenses for personnel specifically involved in the provision of services and activities to the public.
-) **Direct non-personnel costs** – Discrete expenses incurred due to a specific service or activity performed, such as contractor costs, third-party charges, and very specific materials used in the service or activity.

Indirect Costs:

-) **Indirect personnel costs** – Personnel expenses supporting the provision of services and activities. This can include line supervision and Bureau management, administrative support, and staff involved in technical support activities related to the direct services provided to the public.
-) **Indirect non-personnel costs** – Expenses other than labor involved in the provision of services. In most cases, these costs are allocated across all services provided by a department, rather than directly assigned to individual fee/rate categories.
-) **Overhead costs** – These are expenses, both labor and non-labor, related to agency-wide support services. Support services include general administrative services such as Finance, Human Resources, Legal support, etc. The amount of costs attributable to the departments or divisions included in this Study were reflected through a 10% de minimis overhead rate applied on top of Bureau salaries.

All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred in the provision of all services and activities agency-wide.

Nearly all of the fees under review in this Study require specific actions on the part of Bureau staff to provide the service or conduct the activity. Because labor is the primary underlying factor in these activities, the Study expresses the full cost of service as a fully burdened cost per labor hour. NBS calculated a composite, fully burdened, hourly rate for the Bureau of Fire Protection and Life Safety. The rate serves as the basis for further quantifying the average full cost of providing individual services and activities.

Deriving the fully burdened labor rate requires two figures: the full costs of service and the number of hours available to perform those services. The full costs of service are quantified through the earlier steps described in this analysis. NBS derived the hours available from a complete listing of Bureau personnel.

A full-time employee equates to 2,080 hours per year of regular time. Using this as an initial benchmark of labor time, the Study removes the average employee's eligible annual leave from the

total number of regular paid hours to generate the total number of available labor hours. These available hours represent the amount of time available for providing both fee-recoverable and non-fee recoverable services and activities. The productive labor hours divided into the annual full costs of service equals the composite fully burdened labor rate. Some agencies also use the resulting rates for other purposes than setting fees, such as when the need arises to calculate the full cost of general services, or structure a cost recovery agreement with another agency or third party.

Fully burdened labor rates applied at the individual fee level estimate an average full cost of providing each service or activity. This step required the development of staff time estimates for the services and activities listed in the Bureau's fee schedule. In some fee studies, time tracking records are useful in identifying time spent providing general categories of service (e.g. plan review, inspection, public assistance, etc.). However, the Bureau does not systematically track activity service time for fee services provided. Consequently, interviews and questionnaires were used to develop the necessary data sets describing estimated labor time. In most cases, staff estimated the average amount of time (in minutes and hours) it would take to complete a typical occurrence of each service or activity considered.

It should be noted that the development of these time estimates was not a one-step process: estimates received were carefully reviewed by both consultant and Bureau management to assess the reasonableness of such estimates. Based on this review, the Bureau reconsidered its time estimates until both parties were comfortable that the fee models reasonably reflected the average service level provided. Then, staff's time estimates were applied to the appropriate fully burdened labor rate to yield an average full cost of the service or activity.

The average full cost of service is just that: an average cost at the individual fee level. The Bureau does not currently have the systems in place to impose fees for every service or activity based on the actual amount of time it takes to serve each individual. Moreover, such an approach is almost universally infeasible without significant – if not unreasonable – investments in costly technology. Much of the fee schedule is composed of flat fees, which by definition, are linked to an average cost of service; thus, use of this average cost method is the predominant approach in proceeding toward a schedule of revised fees. Flat fee structures based on average costs of service are widely applied among other California municipalities, and it is a generally accepted approach. (Refer to the subsection below regarding "Fee Establishment" for further discussion.)

1.2.2 Fee Establishment

Because most of the Bureau's fees are flat fees, they correspond directly to the average full cost of service result. For the few activities where estimating an average was impossible – due to the highly variable nature of the service – use of fully burdened hourly rates coupled with time tracking is the preferred fee structure. (In other words, a fee per hour of staff time.)

Establishing fees also includes a range of considerations, as described below:

-) **Addition to and deletion of fees** – The Study's process provided the opportunity to propose additions and deletions to their fee schedules, as well as rename, reorganize, and clarify fees imposed. Many such revisions better conform fees to current practices, as well as improve the calculation of fees owed by an individual, the application of said fees, and the collection of

revenues. In other words, as staff is more knowledgeable and comfortable working with the fee schedule, the accuracy achieved in both imposing fees on users and collecting revenues is greater. Beyond this, some additions to the fee schedule were simply identification of existing services or activities performed for which no fee is currently charged.

- J **Revision to the structure of fees** – In several cases, fee categories and fee names were simplified or re-structured to increase the likelihood of full cost recovery, or to enhance the fairness of how the fee applies to various types of fee payers.
- J **Documentation of tools to calculate special cost recovery** – The resulting adopted fee schedule should include the list of fully burdened rates developed by the Study. Documenting these rates in the fee schedule provides an opportunity for the Board to approve rates for cost recovery under a “time and materials” approach. It also provides clear publication of those rates, so fee payers of any uniquely determined fee can reference the amounts. The fee schedule should provide language that supports special forms of cost recovery for activities and services not contemplated by the adopted master fee schedule. These rare instances use the published rates to estimate a flat fee, or bill on an hourly basis, at the discretion of the Bureau’s director.

1.2.3 Cost Recovery Evaluation

The NBS fee model compares the existing fee for each service or activity to the average full cost of service quantified through this analysis. A cost recovery rate of 0% identifies no current recovery of costs from fee revenues (or insufficient information available for evaluation). A rate of 100% means that the fee currently recovers the full cost of service. A rate between 0% and 100% indicates partial recovery of the full cost of service through fees. A rate greater than 100% means that the fee exceeded the full cost of service.

User fees and regulatory fees examined in this Study should not exceed the full cost of service. In other words, the cost recovery rate achieved by a fee should not be greater than 100%. In most cases, imposing a fee above this threshold could require the consensus of the voters.

NBS also assists with modeling the “recommended” or “targeted” level of cost recovery for each fee, always established at 100%, or less, than the calculated full cost of service. Targets and recommendations always reflect agency-specific judgments linked to a variety of factors, such as existing Bureau policies, agency-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others.

A general means of selecting an appropriate cost recovery target is to consider the public and private benefits of the service or activity in question.

- J To what degree does the public at large benefit from the service?
- J To what degree does the individual or entity requesting, requiring, or causing the service benefit?

When a service or activity completely benefits the public at large, there is generally little to no recommended fee amount (i.e., 0% cost recovery), reflecting that a truly public-benefit service is best funded by the general resources of the City, such as General Fund revenues (e.g., taxes). Conversely,

when a service or activity completely benefits an individual or entity, there is generally closer to or equal to 100% of cost recovery from fees, collected from the individual or entity. An example of a completely private benefit service may be a request for exemption from a City regulation or process.

In some cases, a strict public-versus-private benefit judgment may not be sufficient to finalize a cost recovery target. Any of the following other factors and considerations may influence or supplement the public/private benefit perception of a service or activity:

-) If optimizing revenue potential is an overriding goal, is it feasible to recover the full cost of service?
-) Will increasing fees result in non-compliance or public safety problems?
-) Are there desired behaviors or modifications to behaviors of the service population helped or hindered through the degree of pricing for the activities?
-) Does current demand for services support a fee increase without adverse impact to the citizenry served or current revenue levels? (In other words, would fee increases have the unintended consequence of driving away the population served?)
-) Is there a good policy basis for differentiating between type of users (e.g., residents and non-residents, residential and commercial, non-profit entities and business entities)?
-) Are there broader objectives that inform a less than full cost recovery target from fees, such as economic development goals and local social values?

Because this element of the Study is subjective, NBS provides the full cost of service calculation information and the framework for considering fees, while those closest to the fee-paying population, the Bureau of Fire Protection and Life Safety, considered appropriate cost recovery levels at or below that full cost for the Board's review.

1.2.4 Comparative Fee Survey

Appendix B presents the results of the Comparative Fee Survey for the Bureau. Policy makers often request a comparison of their jurisdictional fees to those of surrounding or similar communities. The purpose of a comparison is to provide a sense of the local market pricing for services, and to use that information to gauge the impact of recommendations for fee adjustments.

In this effort, NBS worked with the Bureau to choose five comparative agencies – Milpitas, Palo Alto, Redwood City, Santa Clara and South San Francisco. It is important to keep the following in mind when interpreting the general approach to, and use of, comparative survey data:

-) Comparative surveys do not provide information about cost recovery policies or procedures inherent in each comparison agency.
-) A "market-based" decision to price services below the full cost of service calculation is the same as deciding to subsidize that service.
-) Comparative agencies may or may not base their fee amounts on the estimated and reasonable cost of providing services. NBS did not perform the same level of analysis of the comparative agencies' fees.

-) The results of comparative fee surveys are often non-conclusive for many fee categories. Comparison agencies typically use varied terminology for the provision of similar services.

NBS made a reasonable attempt to source each comparison agency's fee schedule from their respective websites and compile a comparison of fee categories and amounts for the most readily comparable fee items that match the Bureau's existing fee structure.

1.2.5 Data Sources

The following data sources supported the cost of service analysis and fee establishment phases of this study:

-) The Bureau's Adopted Budget for Fiscal Year 2020-21.
-) A complete listing of Bureau of Fire Protection and Life Safety salary/wage rates, regular hours, paid benefits, and paid leave amounts.
-) Various correspondences with the Bureau staff supporting the adopted budgets and current fees, including budget notes and expenditure detail not shown in the published document.
-) Prevailing fee schedules for the Bureau.

The Bureau's adopted budget is the most significant source of information affecting cost of service results. It should be noted that consultants did not conduct separate efforts to audit or validate the Bureau's financial management and budget practices. The Study accepted the Bureau's budget as a legislatively adopted directive describing the most appropriate and reasonable level of spending. Consultants accept the Board's deliberative process and ultimate acceptance of the budget plan and further assert that through that legislative process, the Bureau has yielded a reasonable expenditure plan, valid for use in setting cost-based fees.

Section 2 – Fee Study Results

The primary responsibilities of the Bureau of Fire Protection and Life Safety is to enforce all applicable state and local fire codes and standards, as well as conduct fire investigations. Full-time fire inspectors, certified by the California State Fire Marshal, are cross-trained in both fire inspections and investigations.

Below is a high-level list of some of the services provided:

-) Inspections - The Bureau of Fire Protection and Life Safety performs a myriad of different types of inspections. This includes but is not limited to; state mandated inspections, construction inspections, commercial business inspections (CIP), multi-residential exterior inspections (MRIP), new business inspections, ERRC and building fire inspections.
-) Plan Review & Code Consultation - Before any construction takes place, plans are submitted for review. Our Bureau completes Fire Life Safety Plan Reviews, which include but are not limited to; automatic fire sprinklers, fire alarm systems, hood and duct systems, ERRC and building plan reviews. We work closely with our building departments to ensure optimum public safety and satisfaction.
-) Miscellaneous
 - o Code Complaints
 - o Fire Investigations
 - o Wildland Urban Interface (WUI)

2.1 Cost of Service Analysis

NBS calculated the following fully-burdened labor rate for the Bureau. The calculation of this hourly rate includes all allowable direct and indirect costs associated with providing services included in the Fee Study. For further information of the approach and methodology for this rate calculation, refer to Section 1 of this report.

Table 2. Fully Burdened Hourly Rate

Cost Element	Fire Protection & Life Safety Other	Fire Prevention Direct Services	Total
Labor	\$ 119,534	\$ 1,662,962	\$ 1,782,496
Recurring Non-Labor	14,170	277,139	291,309
Department-wide Overhead	4,906	95,955	100,861
Department Support Activities	73,750	1,083,316	1,157,066
Department Total	\$ 212,361	\$ 3,119,372	\$ 3,331,733
Fully Burdened Hourly Rate	n/a	\$ 257	
<i>Reference: Direct Hours Only</i>	n/a	12,116	
Overtime Rate	n/a	\$ 296	

As Table 2 above shows, the total cost of providing services is approximately \$3.3 million per year. However, the results of the cost of service analysis identified \$3.1 million in cost for recovery from the Bureau's fees for service with the remaining \$212,000 recommended for recovery through funding sources other than fees. All subsequent cost of service calculations at the individual fee level assume a fully burdened hourly rate of **\$257** and an overtime rate of **\$296**.

Based on interviews with Bureau staff, the analysis segregated the total cost of services into two primary services categories: (1) Fire Protection & Life Safety Other; and, (2) Fire Prevention Direct Services. In order to clarify the underlying costs and assumptions used to calculate the fully burdened hourly rate, here is a summary of the descriptions for each cost category:

- J **Fire Protection & Life Safety Other** – Activities associated with emergency response, false alarms, DUI, doctor on scene, public education, weed abatement, etc. These costs are not recommended for recovery from the Bureau's list of fees for service. Some of these services and activities such as DUI response can occasionally be recovered through actual cost billings. Services such as public education are generally not recoverable. Enforcement related services such as weed abatement or false alarm response are typically associated with fines and penalties.
- J **Fire Prevention Direct Services** – The Bureau's responsibilities that are directly associated with fees for service. 100% of these costs are recoverable from its list of routine fees for service.

The fully burdened hourly rate involves significant analytical and policy-related decisions regarding the inclusion of categorized activity costs. The decision to either include or exclude certain costs toward recovery in fees for service stems from the basic fee setting parameters set forth by the California State Constitution. These statutes require that any new fee that is levied or any existing fee that is increased should not exceed the estimated amount required to provide the service for which the charge is levied.

2.2 Fee Establishment

The following is a summary of the overall changes to the Bureau's fee schedule:

- Deletions: No fees were deleted from the Bureau's fee schedule
- Addition/Reorganization of fee categories or clarification of fee names to create a more user-friendly fee structure:
 - **Annual Operational Permits w/CFC Permits** –
 - Changed from square footage based fee, to a base fee for the first permit plus a separate charge for each additional permit.
 - A separate list of fees was established for CFC permits that require more Staff involvement or are better served through an alternate fee structure.
 - **Annual Operational Permit w/o CFC Permits** –
 - High-Rise changed from per floor to a base fee plus per floor charge

- Added Residential Care Facilities for the Elderly (RCFE) State Licensed Facility Inspection
- **Development Plan Review and Inspection**
 - Building Construction - changed fee structure to a flat fee for Residential properties, and a scaled square footage based table for Commercial properties.
 - Sprinkler Systems – changed from square footage based structure to number of heads
 - Alarm Systems – separated Plan Review and Inspection

2.3 Cost Recovery Evaluation

Appendix A presents the results of the detailed cost recovery analysis for the Bureau’s Fire Prevention fees. The “Cost of Service per Activity” column establishes the maximum adoptable fee amount for the corresponding service identified in the “Fee Description” list.

Currently, the Bureau is recovering approximately 67% of the total cost of providing services from fees. As Table shows, the Bureau collects approximately \$1.9 million per year in revenue at the current fee amounts. At full cost recovery and the same demand level for these services, the Bureau would recover approximately \$2.8 million.

Table 3. Cost Recovery Outcomes

Fee Category	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee	Annual Cost Recovery Surplus / Deficit	Existing Cost Recovery Percentage
Annual Mandated/Fire Code Permit Inspections	\$ 1,056,183	\$ 1,932,373	\$ (876,190)	55%
Development Plan Review/Inspection	826,651	895,562	(68,911)	92%
Total	\$ 1,882,834	\$ 2,827,935	\$ (945,101)	67%

NBS provided a full cost of service evaluation and the framework for considering fees, while the Bureau determined the appropriate cost recovery levels at or below full cost amounts. For more information regarding staff’s initial recommendations, please refer to the Bureau’s staff report.

Section 3 – Conclusion

Based on the outcomes of the Cost of Service Analysis, Cost Recovery Evaluation, and Recommended Fee Establishment presented in this Study, the proposed Master Fee Schedule has been prepared for implementation and included in the San Mateo Bureau of Fire Protection and Life Safety’s accompanying staff report.

As discussed throughout this report, the proposed fee schedule includes fee increases intended to improve recovery of costs incurred to provide individual services, as well as to adjust fees downward where fees charge exceed the average costs incurred. An additional objective accomplished by this Study was to revise the fee schedule to add, remove, and restructure fees so that they better fit current activities and operational structure.

Predicting the amount to which any adopted fee increases will affect the Bureau’s revenues is difficult to quantify. For the near-term, the Bureau should not count on increased revenues to meet any specific expenditure plan. Experience with the revised fee amounts should be gained first before revenue projections are revised. However, unless there is some significant, long-term change in activity levels at the Bureau, proposed fee amendments should enhance the Bureau’s cost recovery performance over time, providing it the ability to stretch other resources further for the benefit of the public at-large.

The Bureau’s Master Fee Schedule should become a living document and handled with care. A fundamental purpose of the fee schedule is to provide clarity and transparency to the public and to staff regarding fees imposed by the Bureau. Once adopted by the Board, the fee schedule is the final word on the amount and method in which fees should be charged and supersedes all previous fee schedules. If it is discovered that the master document is missing certain fees, those fees will eventually need to be added to the master fee schedule and should not exist outside the consolidated, master framework.

The Bureau should consider adjusting these user fees and regulatory fees on an annual basis to keep pace with cost inflation. For all fees and charges, the Bureau could use either a Consumer Price Index adjustment or a percentage of Labor Cost increase that is applied to the new fee schedule. Conducting a comprehensive user fee Study is not an annual requirement, and only becomes worthwhile over time as shifts in organization, local practices, legislative values, or legal requirements result in significant change.

As a final note, it is worth mentioning the path that fees, in general, have taken in the State of California. In recent years, there is more public demand for the precise and equitable accounting of the basis for governmental fees and a greater say in when and how they are charged. It is likely that into the future, fees will require an even greater level of analysis and supporting data to meet the public’s growing expectations. Continuous improvement and refinement of time tracking abilities will greatly enhance the Bureau’s ability to set fees for service and identify unfunded activities in years to come.

Disclaimer: In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions and events that may occur in the future. This information and assumptions, including the Bureau’s budgets, time estimate data, and workload information from Bureau, were provided by sources we believe to be reliable; however, NBS has not independently verified such information and assumptions. While we believe NBS’ use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others.

APPENDIX A.1

Cost of Service Analysis – Annual Mandated / Fire Code Permit Inspections

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Estimation of Average Cost of Providing Activities and Services

Fee No.	Fee Description	Notes	Fee Unit Type	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis		
				Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee
A. ANNUAL OPERATIONAL PERMITS W/ CFC PERMITS		[1]									
1	New Business Inspection		each	1.00	\$ 257	\$ 257	\$ 235	91%	45	\$ 10,575	\$ 11,586
2	Annual Operational Permit w/ CFC Permits										
	First Permit		each	1.00	\$ 257	\$ 257	\$ 626	243%	25	\$ 15,650	\$ 6,437
	Additional Permits		each	0.41	\$ 257	\$ 106	NEW	%	-	\$ -	\$ -
	List of Required Operational Permits										
	Aerosol Products (in excess of 500 lbs.)										
	Amusement Buildings										
	Aviation Facilities										
	Carnivals and Fairs										
	Cellulose Nitrate Film										
	Combustible Dust Producing Operations										
	Combustible Fibers										
	Compressed Gases										
	Covered and Open Mall Buildings										
	Cryogenic Fluids										
	Cutting and Welding										
	Dry Cleaning										
	Explosives										
	Fire Hydrants and Valves										
	Flammable and Combustible Liquids										
	Mobile Fueling of Hydrogen-Fueled Vehicles										
	Floor Finishing										
	Fruit and Crop Ripening										
	Fumigation and Insecticidal Fogging										
	HPM Facilities										
	Hot Work Operations										
	Industrial Ovens										
	Lumber Yards & Woodworking Plants										

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Fee No.	Fee Description	Notes	Fee Unit Type	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis		
				Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee
	Liquid or Gas-Fueled Vehicles or Equipment in Assembly										
	LP Gas										
	Magnesium										
	Miscellaneous Combustible Storage										
	Mobile Food Preparation Vehicles										
	Motor Fuel-Dispensing Facilities										
	Open Burning										
	Open Flames and Torches										
	Open Flames and Candles										
	Organic Coatings										
	Outdoor Assembly Event										
	Places of Assembly										
	Plant Extraction Systems										
	Private Hydrants										
	Pyroxylin Plastics										
	Refrigeration Equipment										
	Repair Garages and Motor Fuel-Dispensing Facilities										
	Rooftop Heliports										
	Spraying or Dipping										
	Storage of Scrap Tires and Tire Byproducts										
	Tire-Rebuilding Plants										
	Waste Handling										
	Wood Products										
3	Exhibits and Trade Shows										
	During Business Hours										
	First 2 hours		flat	2.00	\$ 257	\$ 515	\$ 470	91%	7	\$ 3,290	\$ 3,605
	Each additional hour		hourly	1.00	\$ 257	\$ 257	\$ 313	122%	2	\$ 626	\$ 515
	After Business Hours										
	First 2 hours		flat	2.00	\$ 296	\$ 592	\$ 526	89%	-	\$ -	\$ -
	Each additional hour		hourly	1.00	\$ 296	\$ 296	\$ 350	118%	-	\$ -	\$ -

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Fee No.	Fee Description	Notes	Fee Unit Type	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis		
				Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee
4	Hazardous Materials										
	Dispense, Use and Handling										
	Up to 5 chemicals		flat	1.25	\$ 257	\$ 322	\$ 871	271%	-	\$ -	\$ -
	Each additional chemical		each	0.16	\$ 257	\$ 41	\$ 348	845%	-	\$ -	\$ -
	Storage										
	Up to 5 chemicals		flat	1.25	\$ 257	\$ 322	\$ 522	162%	-	\$ -	\$ -
	Each additional chemical		each	0.16	\$ 257	\$ 41	NEW	%	-	\$ -	\$ -
5	High Pile Storage	[4]	flat	1.00	\$ 257	\$ 257	NEW	%	-	\$ -	\$ -
6	Pyrotechnic Special Effects Material										
	During Business Hours										
	First 4 hours		flat	4.00	\$ 257	\$ 1,030	\$ 1,401	136%	-	\$ -	\$ -
	Each additional hour		hourly	1.00	\$ 257	\$ 257	\$ 348	135%	-	\$ -	\$ -
	After Business Hours										
	First 4 hours		flat	4.00	\$ 296	\$ 1,184	\$ 1,401	118%	-	\$ -	\$ -
	Each additional hour		hourly	1.00	\$ 296	\$ 296	\$ 348	118%	-	\$ -	\$ -
7	Temporary Membrane Structures and Tents	[2]									
	400 - 1,000 s.f.		each	1.00	\$ 257	\$ 257	\$ 470	183%	2	\$ 940	\$ 515
	1,001 - 5,000 s.f.		each	1.25	\$ 257	\$ 322	\$ 626	195%	11	\$ 6,886	\$ 3,540
	5,000 s.f. and above		each	1.75	\$ 257	\$ 451	\$ 782	174%	1	\$ 782	\$ 451
8	Emergency Responder Radio Coverage (ERRC)		each	1.00	\$ 257	\$ 257	\$ 158	61%	-	\$ -	\$ -

Fee No.	Fee Description	Notes	Fee Unit Type	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis		
				Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee
B. ANNUAL OPERATIONAL PERMITS W/O CFC PERMITS				[1]							
1	Group A - Assembly related occupancies (50+ persons)		base fee	1.00	\$ 257	\$ 257	\$ 158	61%	356	\$ 56,248	\$ 91,659
2	Group B - Businesses/Commercial (multiple story commercial building over four stories - public areas only; high rise building - over 75 feet in height; shopping center, business center, or storage center over six units - public areas only)		base fee	1.00	\$ 257	\$ 257	\$ 158	61%	540	\$ 85,320	\$ 139,034
3	Group E - Education occupancies (public/private)		base fee	2.25	\$ 257	\$ 579	\$ 158	27%	95	\$ 15,010	\$ 55,034
4	Group F - Factories/Fabrication		base fee	1.25	\$ 257	\$ 322	\$ 158	49%	12	\$ 1,896	\$ 3,862
5	Group H - Hazardous (labs, semi-conductors)		base fee	2.25	\$ 257	\$ 579	\$ 158	27%	16	\$ 2,528	\$ 9,269
6	Group I - Institutions (Hospitals)		base fee	3.25	\$ 257	\$ 837	\$ 158	19%	16	\$ 2,528	\$ 13,388
6	Group L - Lab		base fee	2.25	\$ 257	\$ 579	\$ 158	27%	1	\$ 158	\$ 579
7	Group M - Mercantile		base fee	1.25	\$ 257	\$ 322	\$ 158	49%	62	\$ 9,796	\$ 19,954
7	Group R - Residential		base fee	1.50	\$ 257	\$ 386	\$ 158	41%	64	\$ 10,112	\$ 24,717
8	Group S - Storage/Warehouse		base fee	1.25	\$ 257	\$ 322	\$ 158	49%	100	\$ 15,800	\$ 32,184
9	Group U - Utilities		base fee	0.75	\$ 257	\$ 193	\$ 158	82%	9	\$ 1,422	\$ 1,738
10	Hotels, Motels, Apartments and Condominiums										
	3-10 Units per Building		base fee	2.25	\$ 257	\$ 579	\$ 244	42%	1,315	\$ 320,860	\$ 761,788
	11-100 Unit s per Building		base fee	3.75	\$ 257	\$ 966	\$ 651	67%	666	\$ 433,566	\$ 643,030
	101-200 Units per Building		base fee	6.75	\$ 257	\$ 1,738	\$ 975	56%	36	\$ 35,100	\$ 62,565
	201-300 Units per building		base fee	9.75	\$ 257	\$ 2,510	\$ 1,302	52%	7	\$ 9,114	\$ 17,572
	300+ Units per Building		base fee	12.75	\$ 257	\$ 3,283	\$ 1,953	59%	8	\$ 15,624	\$ 26,262

San Mateo Consolidated Fire Department
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 Estimation of Average Cost of Providing Activities and Services

Fee No.	Fee Description	Notes	Fee Unit Type	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis		
				Estimated Average Labor Time Per Activity (hours)	Fully Burdened Hourly Rate	Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee
11	High-Rise										
	Base Fee		base fee	1.83	\$ 257	\$ 471	\$ 313	66%	-	\$ -	\$ -
	Per Floor		each	0.50	\$ 257	\$ 129	NEW	%	-	\$ -	\$ -
12	State 850 Inspections										
	State Licensing Inspection 1-6 Capacity										
	Pre-Inspection	[4]	per occurrence / trip	1.25	\$ 257	\$ 322	\$ 158	49%	3	\$ 474	\$ 966
	RCFE State Licensed Facility Inspection	[3]	per occurrence / trip	0.75	\$ 257	\$ 193	\$ -	0%	-	\$ -	\$ -
	State Licensing Inspection 7-25 Capacity		per occurrence / trip	1.50	\$ 257	\$ 386	\$ 313	81%	4	\$ 1,252	\$ 1,545
	State Licensing Inspection 26-50 Capacity		per occurrence / trip	1.75	\$ 257	\$ 451	\$ 470	104%	-	\$ -	\$ -
	State Licensing Inspection 50+ Capacity		per occurrence / trip	2.25	\$ 257	\$ 579	\$ 626	108%	1	\$ 626	\$ 579
TOTAL										\$ 1,056,183	\$ 1,932,373

[Notes]

- [1] All fees in this section are minimum base fees and include an initial inspection and one reinspection. Failure to comply with inspection program or second reinspection will result in additional inspection fees per Section D, Item 1 of this fee schedule.
- [2] Fee is assessed based on cumulative permissible tent square footage at a single site.
- [3] Inspections not allowed to be charged per Health and Safety Code Section 1569.84
- [4] Inspections allowed to be charged per Health and Safety Code Section 13235

APPENDIX A.2

Cost of Service Analysis – Development Plan Review / Inspection

Fee No.	Fee Description	Fee Unit	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis				
				Estimated Average Labor Time (hours)			Fully Burdened Hourly Rate	Total Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee
				Plan Review / Processing	Insp	Total							
C. DEVELOPMENT PLAN REVIEW AND INSPECTION													
1	Building Construction - New and Tenant Improvement												
	Single Family Residential / Duplex	each		0.83	0.75	1.58	\$ 257	\$ 407	\$ 155	38%	-	\$ -	\$ -
	Commercial / Industrial / Multi-Family												
	0-2,500 s.f.	each		1.33	1.00	2.33	\$ 257	\$ 600	\$ 313	52%	11	\$ 3,443	\$ 6,599
	2,501-5,000 s.f.	each		1.33	1.00	2.33	\$ 257	\$ 600	\$ 313	52%	-	\$ -	\$ -
	5,001-10,000 s.f.	base		1.83	1.25	3.08	\$ 257	\$ 793	\$ 313	39%	-	\$ -	\$ -
	10,001-50,000 s.f.	base		2.33	1.50	3.83	\$ 257	\$ 986	\$ 1,566	159%	-	\$ -	\$ -
	each additional 10,000 s.f. or fraction thereof	each add'l		0.47	0.30	0.77	\$ 257	\$ 197	NEW	%	-	\$ -	\$ -
2	Sprinkler Systems												
2.1	New Construction												
	NFPA 13 System												
	Under 100 heads	each		1.58	2.00	3.58	\$ 257	\$ 922	\$ 313	34%	127	\$ 39,751	\$ 117,061
	Per additional inspection (phasing)	each		n/a	1.33	1.33	\$ 257	\$ 342	\$ -	0%	-	\$ -	\$ -
	Per additional plan type	each		1.58	2.00	3.58	\$ 257	\$ 922	\$ -	0%	-	\$ -	\$ -
	Over 100 heads-includes one riser	each		1.83	2.25	4.08	\$ 257	\$ 1,050	\$ 313	30%	163	\$ 51,019	\$ 171,228
	Each additional riser	each		1.83	2.25	4.08	\$ 257	\$ 1,050	\$ -	0%	-	\$ -	\$ -
	Per additional inspection (phasing)	each		n/a	1.33	1.33	\$ 257	\$ 342	\$ -	0%	-	\$ -	\$ -
	Per additional plan type	each		1.83	1.75	3.58	\$ 257	\$ 922	\$ -	0%	-	\$ -	\$ -
	NFPA 13D Single Family System	each		0.75	1.50	2.25	\$ 257	\$ 579	\$ -	0%	-	\$ -	\$ -
	Per additional inspection (phasing)	each		n/a	0.75	0.75	\$ 257	\$ 193	\$ -	0%	-	\$ -	\$ -
	Per additional plan type	each		0.75	1.50	2.25	\$ 257	\$ 579	\$ -	0%	-	\$ -	\$ -
	Underground Piping												
	Up to 4 hydrants/risers	each		1.25	1.50	2.75	\$ 257	\$ 708	\$ 313	44%	63	\$ 19,719	\$ 44,607
	Per additional hydrant	each		0.25	0.25	0.50	\$ 257	\$ 129	\$ -	0%	-	\$ -	\$ -

Fee No.	Fee Description	Fee Unit	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis				
				Estimated Average Labor Time (hours)			Fully Burdened Hourly Rate	Total Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee
				Plan Review / Processing	Insp	Total							
2.2	Tenant Improvement												
	NFPA 13 System - Without Calculations												
	Up to 10 heads	each		0.75	1.00	1.75	\$ 257	\$ 451	\$ -	0%	-	\$ -	\$ -
	11-100 heads	each		1.00	1.50	2.50	\$ 257	\$ 644	\$ -	0%	-	\$ -	\$ -
	Per additional inspection (phasing)	each		n/a	1.33	1.33	\$ 257	\$ 342	\$ -	0%	-	\$ -	\$ -
	Per additional plan type	each		0.75	1.25	2.00	\$ 257	\$ 515	\$ -	0%	-	\$ -	\$ -
	Over 100 heads	each	[4]	1.25	1.75	3.00	\$ 257	\$ 772	\$ -	0%	-	\$ -	\$ -
	Per additional inspection (phasing)	each		n/a	1.33	1.33	\$ 257	\$ 342	\$ -	0%	-	\$ -	\$ -
	Per additional plan type	each		1.25	1.25	2.50	\$ 257	\$ 644	\$ -	0%	-	\$ -	\$ -
	NFPA 13 System - With Calculations												
	Up to 10 heads	each		1.00	1.00	2.00	\$ 257	\$ 515	\$ -	0%	-	\$ -	\$ -
	11-100 heads	each		1.25	1.50	2.75	\$ 257	\$ 708	\$ -	0%	-	\$ -	\$ -
	Per additional inspection (phasing)	each		n/a	1.33	1.33	\$ 257	\$ 342	\$ -	0%	-	\$ -	\$ -
	Per additional plan type	each		n/a	1.25	1.25	\$ 257	\$ 322	\$ -	0%	-	\$ -	\$ -
	Over 100 heads	each	[4]	1.75	1.25	3.00	\$ 257	\$ 772	\$ -	0%	-	\$ -	\$ -
	Per additional inspection (phasing)	each		n/a	1.33	1.33	\$ 257	\$ 342	\$ -	0%	-	\$ -	\$ -
	Per additional plan type	each		1.75	1.25	3.00	\$ 257	\$ 772	\$ -	0%	-	\$ -	\$ -
2.3	Other Extinguishing Systems												
	Fire Pump												
	First pump	each		1.75	2.25	4.00	\$ 257	\$ 1,030	\$ 1,566	152%	1	\$ 1,566	\$ 1,030
	Each additional pump	each		1.25	1.25	2.50	\$ 257	\$ 644	NEW	%	-	\$ -	\$ -
	Gas Systems (Med Gas, Industrial Gas, LPG)	each		1.25	1.25	2.50	\$ 257	\$ 644	\$ -	0%	-	\$ -	\$ -
	Hood & Duct Extinguishing System	each		1.25	1.25	2.50	\$ 257	\$ 644	\$ 313	49%	14	\$ 4,382	\$ 9,011
	Each additional system	each		0.75	0.75	1.50	\$ 257	\$ 386	\$ -	0%	-	\$ -	\$ -
	Pre-Action System with Alarm	each		1.75	1.75	3.50	\$ 257	\$ 901	\$ 313	35%	2	\$ 626	\$ 1,802
	Refrigeration Systems												
	Under 500 lbs.	each		1.25	1.25	2.50	\$ 257	\$ 644	\$ -	0%	-	\$ -	\$ -
	500 lbs. and over	each		1.75	1.25	3.00	\$ 257	\$ 772	\$ -	0%	-	\$ -	\$ -
	Special Equipment (Ovens, Dust, Battery)	each		1.25	1.25	2.50	\$ 257	\$ 644	\$ -	0%	-	\$ -	\$ -
	Special Extinguishing System	each		1.41	1.25	2.66	\$ 257	\$ 685	\$ 313	46%	1	\$ 313	\$ 685
	Spray Booths	each		2.00	1.25	3.25	\$ 257	\$ 837	\$ -	0%	-	\$ -	\$ -
	Standpipe Systems	per system		1.25	1.25	2.50	\$ 257	\$ 644	\$ 782	121%	1	\$ 782	\$ 644
	Water Tanks	per tank		1.25	2.25	3.50	\$ 257	\$ 901	\$ 940	104%	2	\$ 1,880	\$ 1,802
	Hydrant Flow (Test and Inspection)	per hydrant		n/a	1.25	1.25	\$ 257	\$ 322	\$ 313	97%	-	\$ -	\$ -

Fee No.	Fee Description	Fee Unit	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis				
				Estimated Average Labor Time (hours)			Fully Burdened Hourly Rate	Total Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee
				Plan Review / Processing	Insp	Total							
3	Alarm Systems												
3.4	Plan Review												
	Up to 10 devices	flat		1.25	n/a	1.25	\$ 257	\$ 322	\$ 940	292%	76	\$ 71,440	\$ 24,460
	11-100 devices	flat		1.75	n/a	1.75	\$ 257	\$ 451	\$ 8	2%	-	\$ -	\$ -
	Over 100 devices	flat		2.25	n/a	2.25	\$ 257	\$ 579	\$ 8	1%	-	\$ -	\$ -
3.2	Inspection												
	Up to 10 devices	flat		n/a	1.25	1.25	\$ 257	\$ 322	NEW	%	-	\$ -	\$ -
	Each additional device	each		n/a	0.08	0.08	\$ 257	\$ 21	NEW	%	-	\$ -	\$ -
3.3	Other Alarm Systems												
	Smoke Controls (smoke & heat vents, barriers, enclosures, etc.)	per system		2.25	2.25	4.50	\$ 257	\$ 1,159	\$ 940	81%	-	\$ -	\$ -
	Emergency Responder Radio Coverage (ERRC)	each		0.75	1.75	2.50	\$ 257	\$ 644	\$ 313	49%	9	\$ 2,817	\$ 5,793
D. MISCELLANEOUS													
1	Additional Inspection / Re-Inspection Fee for Development and Annual Mandated/Fire Code Permit Inspections												
	During Business Hours	hourly		n/a	1.00	1.00	\$ 257	\$ 257	\$ 313	122%	1,798	\$ 562,774	\$ 462,930
	After Business Hours	hourly (2 hr min)		n/a	1.00	1.00	\$ 296	\$ 296	\$ 350	118%	84	\$ 29,421	\$ 24,867
2	Incident Reports	per page	[5]						\$ 0.12				
3	Fire Search (Providing Research, Reports, etc.)	per half hour		0.50	n/a	0.50	\$ 257	\$ 129	\$ 157	122%	-	\$ -	\$ -
4	Fire Code Variance Application / AMMR	hourly		1.00	n/a	1.00	\$ 257	\$ 257	\$ 313	122%	-	\$ -	\$ -
5	USB	each	[3]						\$ 60				
6	Key Box Administration	each unit		1.00	0.58	1.58	\$ 257	\$ 407	\$ 235	58%	-	\$ -	\$ -
7	Staff Time Consultation	hourly (2 hr min)		1.00	n/a	1.00	\$ 257	\$ 257	\$ 354	137%	10	\$ 3,540	\$ 2,575

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Estimation of Average Cost of Providing Activities and Services

Appendix A.2

Fee No.	Fee Description	Fee Unit	Notes	Activity Service Cost Analysis			Cost Recovery Analysis		Annual Estimated Revenue Analysis				
				Estimated Average Labor Time (hours)			Fully Burdened Hourly Rate	Total Cost of Service Per Activity	Current Fee	Existing Cost Recovery Percentage	Estimated Volume of Activity	Annual Estimated Revenues at Current Fee	Annual Estimated Revenues at Full Cost Recovery Fee
				Plan Review / Processing	Insp	Total							
8	Emergency Response		[1]										
	Command Vehicle	hourly						\$ 115					
	Engine	hourly						\$ 156					
	Truck	hourly						\$ 196					
	Three (3) Personnel	hourly						\$ 377					
	Each additional 1/2 hour or fraction thereof	per half hour						\$ 268					
9	Patient Assist (Doctor on Scene)	hourly						\$ 533					
10	Responder Fee	per hour/ apparatus						\$ 533					
11	Driving Under the Influence (DUI)	actual cost	[2]					actual cost					
12	Emergency Preparedness Planning and Education	hourly		n/a	1.00	1.00	\$ 257	\$ 257	\$ 60	23%	-	\$ -	\$ -
13	CPR / First Aid	per student		n/a	1.00	1.00	\$ 257	\$ 257	\$ 60	23%	-	\$ -	\$ -
14	Complaint Investigation and Follow-Up	each occurrence / trip / verified complaint		0.00	1.50	1.50	\$ 257	\$ 386	\$ 626	162%	53	\$ 33,178	\$ 20,469
15	Penalty Fees		[3]										
	False Alarm	per occurrence						\$ 598					
	Failure to Obtain Permit	each						Double Fees					
	Reactivation of Expired Permit	each initial						50% of Inspection Fees					
TOTAL											\$ 826,651	\$ 895,562	

[Notes]

- [1] Rates calculated and provided by Department. NBS did not evaluate.
- [2] Per Government Code Sections 53150-58. Billing upon conviction.
- [3] NBS did not analyze.
- [4] Base fee. Additional time charged per the hourly rate.
- [5] Subject to Public Records Request Act

APPENDIX B.1

Comparative Fee Survey – Annual Mandated / Fire Code Permit Inspections

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.1

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
A. ANNUAL OPERATIONAL PERMITS W/ CFC PERMITS									
1	New Business Inspection	each	\$ 235	\$ 257	No Hazardous Materials: \$284 With Hazardous Materials: \$566	no comparison available	\$240/hr	no comparison available	\$ 351
2	Annual Operational Permit w/ CFC Permits								
	First Permit	each	\$ 626	\$ 257	\$284/hr	no comparison available	no comparison available	no comparison available	See below
	Additional Permits	each	NEW	\$ 106	\$284/hr	no comparison available	no comparison available	no comparison available	\$ 58
	List of Required Operational Permits								
	Aerosol Products (in excess of 500 lbs.)				\$284/hr	\$403.20/yr	\$ 240	\$ 276	\$ 351
	Amusement Buildings				\$284/hr	\$403.20/yr	\$ 240	\$ 276	no comparison available
	Aviation Facilities				\$284/hr	\$403.20/yr	\$ 240	no comparison available	no comparison available
	Carnivals and Fairs				\$284/hr	\$403.20/yr	\$ 240	\$ 612	\$ 703
	Cellulose Nitrate Film				\$284/hr	\$403.20/yr	\$ 240	\$ 213	
	Combustible Dust Producing Operations				\$ 580	\$403.20/yr	\$ 240	\$ 425	\$ 527
	Combustible Fibers				\$284/hr	\$403.20/yr	\$ 240	\$ 213	\$ 351
	Compressed Gases				\$284/hr	\$403.20/yr	\$ 240	\$ 213	\$ 176
	Covered and Open Mall Buildings				Small (Up to 50k s.f.: \$863 Med (50k-100k s.f.: \$1,443 Large (100k+ s.f.: \$2,009	\$403.20/yr	\$ 240	\$ 811	no comparison available
	Cryogenic Fluids				\$284/hr	\$403.20/yr	\$ 240	\$ 276	\$ 527
	Cutting and Welding				\$284/hr	\$403.20/yr	\$ 240	\$ 276	\$ 527
	Dry Cleaning				\$284/hr	\$403.20/yr	\$ 240	\$ 319	\$ 527
	Explosives				\$284/hr	\$403.20/yr	\$ 240	\$ 276	\$ 703
	Fire Hydrants and Valves				\$284/hr	\$403.20/yr	\$ 240	no comparison available	\$ 351
	Flammable and Combustible Liquids				\$284/hr	\$403.20/yr	\$ 240	no comparison available	\$ 527
	Mobile Fueling of Hydrogen-Fueled Vehicles				\$284/hr	\$403.20/yr	\$ 240	no comparison available	no comparison available
	Floor Finishing				\$284/hr	\$403.20/yr	\$ 240	no comparison available	no comparison available
	Fruit and Crop Ripening				\$284/hr	\$403.20/yr	\$ 240	\$ 213	no comparison available
	Fumigation and Insecticidal Fogging				\$284/hr	\$403.20/yr	\$ 240	no comparison available	no comparison available
	HPM Facilities				\$284/hr	\$403.20/yr	\$ 240	no comparison available	no comparison available
	Hot Work Operations				\$284/hr	\$450.40/yr	\$ 240	\$ 213	no comparison available
	Industrial Ovens				\$284/hr	\$403.20/yr	\$ 240	\$ 106	\$ 176
	Lumber Yards & Woodworking Plants				\$284/hr	\$403.20/yr	\$ 240	\$ 213	\$ 703
	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings				\$284/hr	\$403.20/yr	\$ 240	\$ 106	no comparison available
	LP Gas				\$284/hr	\$401.20/yr	\$ 240	\$ 276	\$ 351
	Magnesium				\$284/hr	\$403.20/yr	\$ 240	\$ 213	\$ 351
	Miscellaneous Combustible Storage				\$284/hr	\$403.20/yr	\$ 240		\$ 351

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.1

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
	Mobile Food Preparation Vehicles				\$284/hr	\$603.30/yr	\$ 240	\$ 106	
	Motor Fuel-Dispensing Facilities				\$ 1,470	\$403.20/yr	\$ 240	\$ 213	\$ 351
	Open Burning				\$284/hr	\$403.20/yr	\$ 240	\$ 240	\$ 351
	Open Flames and Torches				\$284/hr	\$401.20/yr	\$ 240	\$ 659	\$ 351
	Open Flames and Candles				\$284/hr	\$403.20/yr	\$ 240	\$ 240	\$ 176
	Organic Coatings				\$284/hr	\$403.20/yr	\$ 240	\$ 319	\$ 351
	Outdoor Assembly Event				\$284/hr	\$401.20 each	\$ 240	\$ 879	no comparison available
	Places of Assembly				\$284/hr	\$809.50 per occurrence	\$240-482 depending on occupancy size	\$ 159	\$ 351
	Plant Extraction Systems				\$284/hr	\$403.20/yr	\$ 240	\$ 319	no comparison available
	Private Hydrants				\$284/hr	\$403.20/yr	\$ 240	\$ 425	no comparison available
	Pyroxylin Plastics				\$284/hr	\$403.20/yr	\$ 240	\$ 425	no comparison available
	Refrigeration Equipment				\$284/hr	\$403.20/yr	\$ 240	\$ 276	\$ 176
	Repair Garages and Motor Fuel-Dispensing Facilities				\$284/hr	\$403.20/yr	\$ 240	\$ 213	\$ 351
	Rooftop Heliports				\$284/hr	\$403.20/yr	\$ 240	\$ 425	no comparison available
	Spraying or Dipping				\$284/hr	\$403.20/yr	\$ 240	\$ 319	\$ 351
	Storage of Scrap Tires and Tire Byproducts				\$284/hr	\$403.20/yr	\$ 240	no comparison available	\$ 527
	Tire-Rebuilding Plants				\$284/hr	\$1607.70/yr	\$ 240	\$ 319	no comparison available
	Waste Handling				\$284/hr	\$403.20/yr	\$ 240	\$ 425	\$ 351
	Wood Products				\$284/hr	\$403.20/yr	\$ 240	\$ 425	\$ 351
3	Exhibits and Trade Shows								
	During Business Hours								
	First 2 hours	flat	\$ 470	\$ 515	\$284/hr		\$240/hr		
	Each additional hour	hourly	\$ 313	\$ 257	\$284/hr		\$240/hr		
	After Business Hours					no comparison available		\$ 276	no comparison available
	First 2 hours	flat	\$ 526	\$ 592	\$333/hr		\$361/hr		
	Each additional hour	hourly	\$ 350	\$ 296	\$333/hr		\$361/hr		
4	Hazardous Materials								
	Dispense, Use and Handling					Level 1 Facility: \$403.20 per location			
	Up to 5 chemicals	flat	\$ 871	\$ 322	Small Chem User: \$594 Med Chem User: \$1,470 Large Chem User: \$2,320	Level 2 Facility: \$809.50 per location	Initial Review: \$361 Hazardous Process or Occupancies: \$361	1-3 chem: \$350 4-6 chem: \$488 7-9 chem: \$732 10-15 chem: \$1,018 16-21 chem: \$1,353 Each add'l: \$55	\$703 per building \$351 per class of chem at each location
	Each additional chemical	each	\$ 348	\$ 41					
	Storage								
	Up to 5 chemicals	flat	\$ 522	\$ 322					
	Each additional chemical	each	NEW	\$ 41		Level 3 Facility: \$1,619 per location			
5	High Pile Storage	flat	NEW	\$ 257	\$ 1,160	no comparison available	\$240/hr	\$ 425	\$ 703

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.1

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
6	Pyrotechnic Special Effects Material								
	During Business Hours								
	First 4 hours	flat	\$ 1,401	\$ 1,030	\$284/hr				
	Each additional hour	hourly	\$ 348	\$ 257	\$284/hr				
	After Business Hours					\$ 403	\$ 240	\$ 213	\$ 703
	First 4 hours	flat	\$ 1,401	\$ 1,184	\$333/hr				
	Each additional hour	hourly	\$ 348	\$ 296	\$333/hr				
7	Temporary Membrane Structures and Tents								
	400 - 1,000 s.f.	each	\$ 470	\$ 257	4 or less: \$850	\$ 844	\$ 240	First Tent/Structure: \$817	\$ 351
	1,001 - 5,000 s.f.	each	\$ 626	\$ 322	5+: \$1,134			Each add'l: \$274	
	5,000 s.f. and above	each	\$ 782	\$ 451					
8	Emergency Responder Radio Coverage (ERRC)	each	\$ 158	\$ 257	\$284/hr	no comparison available	no comparison available	\$ 213	no comparison available
B. ANNUAL OPERATIONAL PERMITS W/O CFC PERMITS									
1	Group A - Assembly related occupancies (50+ persons)	base fee	\$ 158	\$ 257	A-1: \$1,160 A-2 & A-3: \$877 A-4 & A-5: \$2,009	no comparison available	\$240/hr	no comparison available	no comparison available
2	Group B - Businesses/Commercial (multiple story commercial building over four stories - public areas only; high rise building - over 75 feet in height; shopping center, business center, or storage center over six units - public areas only)	base fee	\$ 158	\$ 257	\$284/hr	no comparison available	\$240/hr	no comparison available	no comparison available
3	Group E - Education occupancies (public/private)	base fee	\$ 158	\$ 579	\$284/hr	Private School: \$805.40/yr	\$240/hr	0-249 students: \$425 250-500 students: \$851 500+ students: \$1,701	no comparison available
4	Group F - Factories/Fabrication	base fee	\$ 158	\$ 322	\$284/hr	no comparison available	\$240/hr	no comparison available	no comparison available
5	Group H - Hazardous (labs, semi-conductors)	base fee	\$ 158	\$ 579	\$284/hr	no comparison available	\$240/hr	no comparison available	no comparison available
6	Group I - Institutions (Hospitals)	base fee	\$ 158	\$ 837	\$284/hr	no comparison available	\$240/hr	\$ 2,026	no comparison available
6	Group L - Lab	base fee	\$ 158	\$ 579	\$284/hr	no comparison available	\$240/hr	no comparison available	no comparison available
7	Group M - Mercantile	base fee	\$ 158	\$ 322	\$284/hr	no comparison available	\$240/hr	no comparison available	no comparison available
7	Group R - Residential	base fee	\$ 158	\$ 386	\$284/hr	no comparison available	\$240/hr	no comparison available	no comparison available
8	Group S - Storage/Warehouse	base fee	\$ 158	\$ 322	\$284/hr	no comparison available	\$240/hr	no comparison available	no comparison available
9	Group U - Utilities	base fee	\$ 158	\$ 193	\$284/hr	no comparison available	\$240/hr	no comparison available	no comparison available

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.1

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
10	Hotels, Motels, Apartments and Condominiums								
	3-10 Units per Building	base fee	\$ 244	\$ 579	Motels: \$877		Hotels/Motels 50-299 rooms: \$482 300+ rooms: \$240/50 rooms		
	11-100 Units per Building	base fee	\$ 651	\$ 966	Hotels & Multi-Story: < 5 stories: \$1,726 5+ stories - per floor: \$290	4-50 units: \$401.20/yr		R1/R2 Occupancies: \$25 per unit	0-10 units: \$264 11-30 units: \$351 31-50 units: \$527 Each add'l 50 units: \$703
	101-200 Units per Building	base fee	\$ 975	\$ 1,738		51-100 units: \$805.40/yr	Multi-Family 0-20 units: \$180 21-50 units: \$240 51-100 units: \$482 100+ units: \$120/50 units		
	201-300 Units per building	base fee	\$ 1,302	\$ 2,510	Apartments: 3-4 units: \$284 5-15 units: \$1,132 15+ units: \$1,699	100+ units: \$1,206.60/yr			
	300+ Units per Building	base fee	\$ 1,953	\$ 3,283					
11	High-Rise								
	Base Fee	base fee	\$ 313	\$ 471	< 5 stories: \$1,726	\$1,66.50 annually for up to 4 hours; \$401.20 for each additional hour	Commercial: \$1,930	\$851 per floor	\$176/hr (2 hr min)
	Per Floor	each	NEW	\$ 129	5+ stories: \$290 per floor		Residential 1-300 units: \$964 300+ units: \$240/50 units		
12	State 850 Inspections								
	State Licensing Inspection 1-6 Capacity								
	Pre-Inspection	per occurrence / trip	\$ 158	\$ 322	Comm Daycare: <100 children or elderly: \$566	no comparison available	\$240/hr	7-49 occupants: \$213 50-149 occupants: \$319 150+ occupants: \$638	Institutions and Day Care: \$351/location Large Family Day Care: \$351/location
	RCFE State Licensed Facility Inspection	per occurrence / trip	-	\$ 193	100+ children or elderly: \$1,132				
	State Licensing Inspection 7-25 Capacity	per occurrence / trip	\$ 313	\$ 386		\$ 401			
	State Licensing Inspection 26-50 Capacity	per occurrence / trip	\$ 470	\$ 451	Residential Daycare: No charge	\$ 805			
	State Licensing Inspection 50+ Capacity	per occurrence / trip	\$ 626	\$ 579					

APPENDIX B.2

Comparative Fee Survey – Development Plan Review / Inspection

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.2

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
C. DEVELOPMENT PLAN REVIEW AND INSPECTION									
1	Building Construction - New and Tenant Improvement								
	Single Family Residential / Duplex	each	\$ 155	\$ 407	New Bldg (Shell): < 5,000 s.f.: \$851 5,000-25,000 s.f.: \$1,702 25,000-50,000 s.f.: \$2,553 50,000+ s.f.: \$0.06/sf New Bldg (New Const): < 5,000 s.f.: \$851 5,000-25,000 s.f.: \$2,269 25,000-50,000 s.f.: \$4,255 50,000+ s.f.: \$0.09/sf Add, Alter, TI: < 5,000 s.f.: \$541 5,000-25,000 s.f.: \$2,136 25,000-50,000 s.f.: \$3,990 50,000+ s.f.: \$0.09/sf	\$1 - \$4,000,000: 54% of Building permit fee \$4,000,000.01 - \$10,000,000: 35% of Building permit fee \$10,000,000+: 18% of Building permit fee	\$240/hr	25% of Building Permit (min \$273.77)	\$0-\$6,000: \$88 \$6,001: \$88 ea add'l \$1,000: \$9.24 \$25,001: \$176 ea add'l \$1,000: \$14.06 \$50,001: \$351 ea add'l \$1,000: \$42.16 \$100,001: \$2,810 ea add'l \$1,000: \$10.54 \$500,001: \$7,027 ea add'l \$1,000: \$8.44
	Commercial / Industrial / Multi-Family								
	0-2,500 s.f.	each	\$ 313	\$ 600					
	2,501-5,000 s.f.	each	\$ 313	\$ 600					
	5,001-10,000 s.f.	base	\$ 313	\$ 793					
	10,001-50,000 s.f.	base	\$ 1,566	\$ 986					
	each additional 10,000 s.f. or fraction thereof	each add'l	NEW	\$ 197					\$1,000,001: \$11,242 ea add'l \$1,000: \$3.74 \$3,000,001: \$18,737 ea add'l \$1,000: \$5.62 \$5,000,001: \$29,979 ea add'l \$1,000: \$2.25 \$10,000,001: \$41,221 ea add'l \$1,000: \$1.00 \$25,000,001: \$56,211 ea add'l \$1,000: \$.30 \$50,000,001: \$63,705 ea add'l \$1,000: \$1.27

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.2

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
2	Sprinkler Systems								
2.1	New Construction								
	NFPA 13 System								
	Under 100 heads	each	\$ 313	\$ 922	Less than 2,000 sf: \$824 2,000+ sf: \$824 + \$0.21/sf over 2,000	1-19 heads: \$897.80 20+ heads: \$1,985.30 + \$3.30/head	Residential (1-2 family dwellings): PC: \$482 Insp: \$240 Commercial - see below	1-49 heads: \$1,036 50-100 heads: \$1,758 101-200 heads: \$2,857 Each add'l 100 heads: \$659	Plan Check: \$0-\$6,000: \$176 \$6,001: \$176 ea add'l \$1,000: \$9.24 \$25,001: \$351 ea add'l \$1,000: \$3.51 \$50,001: \$439 ea add'l \$1,000: \$1.76 \$100,001: \$527 ea add'l \$1,000: \$1.31 \$500,001: \$1,054 ea add'l \$1,000: \$3.51
	Per additional inspection (phasing)	each	\$ -	\$ 342					
	Per additional plan type	each	\$ -	\$ 922					
	Over 100 heads-includes one riser	each	\$ 313	\$ 1,050					
	Each additional riser	each	\$ -	\$ 1,050					
	Per additional inspection (phasing)	each	\$ -	\$ 342					
	Per additional plan type	each	\$ -	\$ 922					
	NFPA 13D Single Family System	each	\$ -	\$ 579					
	Per additional inspection (phasing)	each	\$ -	\$ 193					
	Per additional plan type	each	\$ -	\$ 579					
	Underground Piping								
	Up to 4 hydrants/risers	each	\$ 313	\$ 708	New or Replace: \$1,417 Repairs: \$567	\$202.10 per device	PC: \$361 Insp: \$482 automatic fire sprinkler supply \$361 On-site fire hydrants \$120 Additional private hydrants (>4)	No Hydrants: \$1,538 With Hydrants: \$2,197 Repairs: \$879	\$1,000,001: \$2,810 ea add'l \$1,000: \$93 \$3,000,001: \$4,684 ea add'l \$1,000: \$1.41 \$5,000,001: \$7,494 ea add'l \$1,000: \$0.56 \$10,000,001: \$10,305 ea add'l \$1,000: \$0.25 \$25,000,001: \$14,052 ea add'l \$1,000: \$0.07 \$50,000,001: \$15,927 ea add'l \$1,000: \$0.32
	Per additional hydrant	each	\$ -	\$ 129					
2.2	Tenant Improvement								
	NFPA 13 System - Without Calculations								
	Up to 10 heads	each	\$ -	\$ 451	Less than 2,000 sf: \$824 2,000+ sf: \$824 + \$0.21/sf over 2,000	1-19 heads: \$897.80 20+ heads: \$1,985.30 + \$3.30/head	Commercial / TI Plan Check: 1-100 heads: \$482 101-300 heads: \$602 301-700 heads: \$964 700+ heads: \$482 per 100 heads	No Calculations 1-49 heads: \$659 50-100 heads: \$879	Insp: \$0-\$6,000: \$527 \$6,001: \$527 ea add'l \$1,000: \$9.24 \$25,001: \$7.03 ea add'l \$1,000: \$14.06 \$50,001: \$1,054 ea add'l \$1,000: \$7.03 \$100,001: \$1,406 ea add'l \$1,000: \$4.39 \$500,001: \$3,162 ea add'l \$1,000: \$7.73
	11-100 heads	each	\$ -	\$ 644					
	Per additional inspection (phasing)	each	\$ -	\$ 342					
	Per additional plan type	each	\$ -	\$ 515					
	Over 100 heads	each	\$ -	\$ 772					
	Per additional inspection (phasing)	each	\$ -	\$ 342					
	Per additional plan type	each	\$ -	\$ 644					
	NFPA 13 System - With Calculations								
	Up to 10 heads	each	\$ -	\$ 515					
	11-100 heads	each	\$ -	\$ 708					
	Per additional inspection (phasing)	each	\$ -	\$ 342					
	Per additional plan type	each	\$ -	\$ 322					
	Over 100 heads	each	\$ -	\$ 772					
	Per additional inspection (phasing)	each	\$ -	\$ 342					
	Per additional plan type	each	\$ -	\$ 772					

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.2

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
2.3	Other Extinguishing Systems								
	Fire Pump								
	First pump	each	\$ 1,566	\$ 1,030	\$284/hr	<i>no comparison available</i>	PC: \$482	\$ 2,638	\$1,000,001: \$7,027 ea add'l \$1,000: \$0.88
	Each additional pump	each	NEW	\$ 644	\$284/hr	<i>no comparison available</i>	Insp: \$482		\$3,000,001: \$8,783 ea add'l \$1,000: \$0.88
	Gas Systems (Med Gas, Industrial Gas, LPG)	each	\$ -	\$ 644	\$284/hr	\$ 403		\$879-\$1,269	ea add'l \$1,000: \$0.88
	Hood & Duct Extinguishing System	each	\$ 313	\$ 644	\$ 1,134	\$1,091.70 + fire alarm fee	PC: \$240 Insp: \$361	\$ 817	\$5,000,001: \$10,539 ea add'l \$1,000: \$0.23
	Each additional system	each	\$ -	\$ 386	\$284/hr				\$10,000,001: \$12,882
	Pre-Action System with Alarm	each	\$ 313	\$ 901	\$284/hr			<i>no comparison available</i>	ea add'l \$1,000: \$0.48
	Refrigeration Systems								
	Under 500 lbs.	each	\$ -	\$ 644	\$284/hr	<i>no comparison available</i>	<i>no comparison available</i>	\$ 879	\$25,000,001: \$19,908
	500 lbs. and over	each	\$ -	\$ 772	\$284/hr	<i>no comparison available</i>			ea add'l \$1,000: \$0.23
	Special Equipment (Ovens, Dust, Battery)	each	\$ -	\$ 644	\$284/hr	\$ 403		\$ 879	ea add'l \$1,000: \$0.52
	Special Extinguishing System	each	\$ 313	\$ 685	\$284/hr	<i>no comparison available</i>	PC: \$482 Insp: \$482	\$ 1,384	
	Spray Booths	each	\$ -	\$ 837	\$284/hr	<i>no comparison available</i>	PC: \$482 Insp: \$482	\$ 1,319	
	Standpipe Systems	per system	\$ 782	\$ 644	\$284/hr	\$ 805	PC: \$361 Insp: \$361 Additional Outlets (greater than 4): \$120	\$ 1,098	
	Water Tanks	per tank	\$ 940	\$ 901	\$284/hr	<i>no comparison available</i>	<i>no comparison available</i>	1st Tank: \$1,209 Add'l Tanks: \$439	
	Hydrant Flow (Test and Inspection)	per hydrant	\$ 313	\$ 322	\$284/hr	\$401.20 per occurrence	<i>no comparison available</i>	<i>no comparison available</i>	

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.2

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
3	Alarm Systems								
3.4	Plan Review								
	Up to 10 devices	flat	\$ 940	\$ 322	New Fire Alarm: < 5,000 sf: \$1,134 5,000+ sf: \$1,134 + \$0.19/sf. Over 5,000	\$1,091.70 + \$24.60 per device or contract point	1-10 Devices: \$361 11-50 Devices: \$482 51-100 Devices: \$602 100+ Devices: \$40 per device	1-20 devices: \$879 21-40 devices: \$1,319 41-100 devices: \$2,197 101-200 devices: \$2,857 Each add'l 50 devices: \$439	See above
	11-100 devices	flat	\$ 8	\$ 451					
	Over 100 devices	flat	\$ 8	\$ 579					
3.2	Inspection				Add, Alter, Repair: 1-5 devices: \$567 6-10 devices: \$1,134 11+ devices: New Fire Alarm fee applies		1-10 Devices: \$361 11-50 Devices: \$482 51-100 Devices: \$724 100+ Devices: \$20 per device		
	Up to 10 devices	flat	NEW	\$ 322					
	Each additional device	each	NEW	\$ 21					
3.3	Other Alarm Systems								
	Smoke Controls (smoke & heat vents, barriers, enclosures, etc.)	per system	\$ 940	\$ 1,159	\$284/hr	<i>no comparison available</i>	<i>no comparison available</i>	\$ 4,172	
	Emergency Responder Radio Coverage (ERRC)	each	\$ 313	\$ 644	\$284/hr	\$ 567	0-50,000 sf: \$482 50,001-100,000 sf: \$602 100,001-300,000 sf: \$724 300,001-500,000 sf: \$964 500,001+ sf: \$1,205	\$ 3,251	

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.2

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
D. MISCELLANEOUS									
1	Additional Inspection / Re-Inspection Fee for Development and Annual Mandated/Fire Code Permit Inspections								
	During Business Hours	hourly	\$ 313	\$ 257	\$284/hr	\$401.20/hr	\$240/hr	\$220/hr	\$176/hr
	After Business Hours	hourly (2 hr min)	\$ 350	\$ 296	\$333/hr	\$603.30/hr	\$361/hr, min 3 hrs	\$313/hr	\$176/hr
2	Incident Reports	per page	\$ 0.12	\$ 0.10	\$ 13	no comparison available	no comparison available	no comparison available	Per City Clerk Fees
3	Fire Search (Providing Research, Reports, etc.)	per half hour	\$ 157	\$ 129	Administrative Fee: \$70/hr	no comparison available	no comparison available	no comparison available	Per City Clerk Fees
4	Fire Code Variance Application / AMMR	hourly	\$ 313	\$ 257	\$ 1,030	\$858.8 per application	\$ 720	\$ 1,319	\$ 264
5	USB	each	\$ 60	\$ 60	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
6	Key Box Administration	each unit	\$ 235	\$ 407	no comparison available	no comparison available	no comparison available	no comparison available	\$ 88
7	Staff Time Consultation	hourly (2 hr min)	\$ 354	\$ 257	\$284/hr	\$401.20/hr	\$240/hr	\$220/hr	\$176/hr
8	Emergency Response								
	Command Vehicle	hourly	\$ 115	\$ 115	actual cost				actual cost
	Engine	hourly	\$ 156	\$ 156	actual cost				actual cost
	Truck	hourly	\$ 196	\$ 196	actual cost	\$402.20/hr	no comparison available	no comparison available	actual cost
	Three (3) Personnel	hourly	\$ 377	\$ 377	actual cost				actual cost
	Each additional 1/2 hour or fraction thereof	hourly	\$ 268	\$ 268	actual cost				actual cost
9	Patient Assist (Doctor on Scene)	hourly	\$ 533	\$ 533	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
10	Responder Fee	per hour/apparatus	\$ 533	\$ 533	no comparison available	no comparison available	no comparison available	no comparison available	no comparison available
11	Driving Under the Influence (DUI)	actual cost	actual cost	actual cost	actual cost	no comparison available	no comparison available	no comparison available	actual cost
12	Emergency Preparedness Planning and Education	hourly	\$ 60	\$ 257	\$257/hr	\$401.20/hr + \$291.40 each document	no comparison available	no comparison available	no comparison available
13	CPR / First Aid	per student	\$ 60	\$ 257	actual cost	no comparison available	no comparison available	no comparison available	Resident: \$31 Non-Resident: \$106 Businesses: \$58

San Mateo Consolidated Fire Department
 Bureau of Fire Protection and Life Safety - User Fee Study FY 21
 Comparison of Charges for Fee Related Activities and Services

Appendix B.2

San Mateo Consolidated Fire Department					Comparative Agencies				
Fee No.	Fee Description	Fee Unit Type	Current Fee	Full Cost Recovery Fee	Milpitas	Palo Alto	Redwood City	Santa Clara	South San Francisco
14	Complaint Investigation and Follow-Up	each occurrence / trip / verified complaint	\$ 626	\$ 386	actual cost	no comparison available	no comparison available	no comparison available	no comparison available
15	Penalty Fees								
	False Alarm	per occurrence	\$ 598	\$ 598	First two in 12 month timeframe: no charge 3rd occurrence: \$300 4th occurrence: \$600 5th or more: \$900 Double permit fee	\$246 - \$2,053/hr	no comparison available	> 3 times in 180 days: \$312 per response	2nd within 12 months: \$106 3rd within 12 months: \$211 4th +: \$529
	Failure to Obtain Permit	each	Double Fees	Double Fees		\$317 - \$936.7/hr	no comparison available	Double fees	2 Times cost of permit
	Reactivation of Expired Permit	each initial	50% of Inspection Fees	50% of Inspection Fees	no comparison available	no comparison available	no comparison available	\$ 207	no comparison available

Attachment C

San Mateo Consolidated Fire Department

Bureau of Fire Protection and Life Safety

Estimation of Average Cost of Providing Activities and Services based on User Fee Study FY 21

Fire Code Fee Schedule

Fee No.	Fee Description	Notes	Fee Unit Type	Recommended Fee
A. ANNUAL OPERATIONAL PERMITS W/ CFC PERMITS		[1]		
1	New Business Inspection		each	\$ 257
2	Annual Operational Permit w/ CFC Permits			
	First Permit		each	\$ 257
	Additional Permits		each	\$ 106
	List of Required Operational Permits <i>(See CFC Section 105 for conditions)</i>			
	Aerosol Products (in excess of 500 lbs.)			
	Amusement Buildings			
	Aviation Facilities			
	Carnivals and Fairs			
	Cellulose Nitrate Film			
	Combustible Dust Producing Operations			
	Combustible Fibers			
	Compressed Gases			
	Covered and Open Mall Buildings			
	Cryogenic Fluids			
	Cutting and Welding			
	Dry Cleaning			
	Explosives			
	Fire Hydrants and Valves			
	Flammable and Combustible Liquids			
	Mobile Fueling of Hydrogen-Fueled Vehicles			
	Floor Finishing			
	Fruit and Crop Ripening			
	Fumigation and Insecticidal Fogging			
	HPM Facilities			
	Hot Work Operations			
	Industrial Ovens			
	Lumber Yards & Woodworking Plants			

	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings			
	LP Gas			
	Magnesium			
	Miscellaneous Combustible Storage			
	Mobile Food Preparation Vehicles			
	Motor Fuel-Dispensing Facilities			
	Open Burning			
	Open Flames and Torches			
	Open Flames and Candles			
	Organic Coatings			
	Outdoor Assembly Event			
	Places of Assembly			
	Plant Extraction Systems			
	Private Hydrants			
	Pyroxylin Plastics			
	Refrigeration Equipment			
	Repair Garages and Motor Fuel-Dispensing Facilities			
	Rooftop Heliports			
	Spraying or Dipping			
	Storage of Scrap Tires and Tire Byproducts			
	Tire-Rebuilding Plants			
	Waste Handling			
	Wood Products			
3	Exhibits and Trade Shows			
	During Business Hours			
	First 2 hours	flat	\$	515
	Each additional hour	hourly	\$	257
	After Business Hours			
	First 2 hours	flat	\$	592
	Each additional hour	hourly	\$	296
4	Hazardous Materials- Paperwork Review (SDS, other regulatory paperwork)			
	Dispense, Use, Storage and Handling			
	Up to 5 chemicals	flat	\$	322
	Each additional chemical	each	\$	41
5	High Pile Storage (Not including fire sprinklers)	Hourly	\$	257
6	Pyrotechnic Special Effects Material			
	During Business Hours			
	First 4 hours	flat	\$	1,030
	Each additional hour	hourly	\$	257

	After Business Hours			
	First 4 hours		flat	\$ 1,184
	Each additional hour		hourly	\$ 296
7	Temporary Membrane Structures and Tents	[2]		
	400 - 1,000 s.f.		each	\$ 257
	1,001 - 5,000 s.f.		each	\$ 322
	5,000 s.f. and above		each	\$ 451
8	Emergency Responder Radio Coverage (ERRC-Maintenance)		each	\$ 257
	<i>For construction of ERRC systems, see Construction Fee Schedule</i>			
B. ANNUAL OPERATIONAL PERMITS W/O CFC PERMITS		[1]		
1	Group A - Assembly related occupancies (50+ persons)		base fee	\$ 257
2	Group B - Businesses/Commercial (multiple story commercial building over four stories - public areas only; high rise building - over 75 feet in height; shopping center, business center, or storage center over six units - public areas only)		base fee	\$ 257
3	Group E - Education occupancies (public/private)		base fee	\$ 579
4	Group F - Factories/Fabrication		base fee	\$ 322
5	Group H - Hazardous (labs, semi-conductors)		base fee	\$ 579
6	Group I - Institutions (Hospitals)		base fee	\$ 837
6	Group L - Lab		base fee	\$ 579
7	Group M - Mercantile		base fee	\$ 322
7	Group R - Residential (Other than MRIP)		base fee	\$ 386
8	Group S - Storage/Warehouse		base fee	\$ 322
9	Group U - Misc. Occupancy		base fee	\$ 193
10	Hotels, Motels, Apartments and Condominiums			
	3-4 units per building		base fee	\$ 266
	5-10 Units per Building		base fee	\$ 579
	11-100 Units per Building		base fee	\$ 966

	101-200 Units per Building		base fee	\$	1,738
	201-300 Units per building		base fee	\$	2,510
	300+ Units per Building		base fee	\$	3,283
11	High-Rise				
	Base Fee		base fee	\$	471
	Per Floor		each	\$	129
12	State 850 Inspections				
	State Licensing Inspection 1-6 Capacity				
	Pre-Inspection	[4]	per occurrence / trip	\$	322
	RCF State Licensed Facility Inspection	[3]	per occurrence / trip	\$	193
	State Licensing Inspection 7-25 Capacity		per occurrence / trip	\$	386
	State Licensing Inspection 26-50 Capacity		per occurrence / trip	\$	451
	State Licensing Inspection 50+ Capacity		per occurrence / trip	\$	579
TOTAL					

[Notes]

- [1] All fees in this section are minimum base fees and include an initial inspection and one reinspection. Failure to comply with inspection program or second re-inspection will result in additional inspection fees per Section D, Item 1 of this fee schedule.
- [2] Fee is assessed based on cumulative permissible tent square footage at a single site.
- [3] Inspections not allowed to be charged to RCFE's per Health and Safety Code Section 1569.84
- [4] Inspections allowed to be charged per Health and Safety Code Section 13235

San Mateo Consolidated Fire Department

Bureau of Fire Protection and Life Safety

Estimation of Average Cost of Providing Activities and Services based on User Fee Study FY 21

Construction Fee Schedule

Fee No.	Fee Description	Fee Unit	Notes	Total Cost of Service Per Activity
C. DEVELOPMENT PLAN REVIEW AND INSPECTION				
1	Building Construction - New and Tenant Improvement			
	Single Family Residential / Duplex	each		\$ 407
	Commercial / Industrial / Multi-Family			
	0-2,500 s.f.	each		\$ 600
	2,501-5,000 s.f.	each		\$ 600
	5,001-10,000 s.f.	base		\$ 793
	10,001-50,000 s.f.	base		\$ 986
	each additional 10,000 s.f. or fraction thereof	each add'l		\$ 197
2	Sprinkler Systems			
2.1	New Construction			
	NFPA 13 System*			
	Under 100 heads	each		\$ 922
	Per additional inspection (phasing)	each		\$ 342
	Per additional plan type	each		\$ 922
	Over 100 heads-includes one riser	each		\$ 1,050
	Each additional riser	each		\$ 1,050
	Per additional inspection (phasing)	each		\$ 342
	Per additional plan type	each		\$ 922
	NFPA 13D Single Family System	each		\$ 579
	Per additional inspection (phasing)	each		\$ 193
	Per additional plan type	each		\$ 579
	Underground Piping			
	Up to 4 hydrants/risers	each		\$ 708
	Per additional hydrant	each		\$ 129
	<i>*NFPA 13R not allowed per ordinance</i>			
2.2	Tenant Improvement			
	NFPA 13 System - Without Calculations			
	Up to 10 heads	each		\$ 451

	11-100 heads	each		\$ 644
	Per additional inspection (phasing)	each		\$ 342
	Per additional plan type	each		\$ 515
	Over 100 heads	each	[4]	\$ 772
	Per additional inspection (phasing)	each		\$ 342
	Per additional plan type	each		\$ 644
	NFPA 13 System - With Calculations			
	Up to 10 heads	each		\$ 515
	11-100 heads	each		\$ 708
	Per additional inspection (phasing)	each		\$ 342
	Per additional plan type	each		\$ 322
	Over 100 heads	each	[4]	\$ 772
	Per additional inspection (phasing)	each		\$ 342
	Per additional plan type	each		\$ 772
2.3	Other Extinguishing Systems			
	Fire Pump			
	First pump	each		\$ 1,030
	Each additional pump	each		\$ 644
	Gas Systems (Med Gas, Industrial Gas, LPG)	each		\$ 644
	Hood & Duct Extinguishing System	each		\$ 644
	Each additional system	each		\$ 386
	Pre-Action System with Alarm	each		\$ 901
	Refrigeration Systems			
	Under 500 lbs.	each		\$ 644
	500 lbs. and over	each		\$ 772
	Special Equipment (Ovens, Dust, Battery)	each		\$ 644
	Special Extinguishing System	each		\$ 685
	Spray Booths	each		\$ 837
	Standpipe Systems	per system		\$ 644
	Water Tanks	per tank		\$ 901
	Hydrant Flow (Test and Inspection)	per hydrant		\$ 322
3	Alarm Systems			
3.4	Plan Review			
	Up to 10 devices	flat		\$ 322
	11-100 devices	flat		\$ 451
	Over 100 devices	flat		\$ 579
3.2	Inspection			
	Up to 10 devices	flat		\$ 322
	Each additional device	each		\$ 21
3.3	Other Alarm Systems			
	Smoke Controls (smoke & heat vents, barriers, enclosures, etc.)	per system		\$ 1,159

	Emergency Responder Radio Coverage (ERRC)	each		\$ 644
D. MISCELLANEOUS (Including non-construction related fees)				
1	Additional Inspection / Re-Inspection Fee for Development , Annual Mandated inspections, Fire Code Permit Inspections, and validated complaint inspections)			
	During Business Hours	hourly		\$ 257
	After Business Hours	Hourly (2 hr min)		\$ 296
2	Incident Reports	per page	[5]	\$ 0.12
3	Fire Search (Providing Research, Reports, etc.)	per half hour		\$ 129
4	Fire Code Variance Application / AMMR	hourly		\$ 257
5	USB	each		\$ 60
6	Key Box Administration	each unit		\$ 407
7	Staff Time Consultation	hourly (2 hr min)		\$ 257
8	Emergency Response		[1]	
	Command Vehicle	hourly		\$ 115
	Engine	hourly		\$ 156
	Truck	hourly		\$ 196
	Three (3) Personnel	hourly		\$ 377
	Each additional 1/2 hour or fraction thereof	per half hour		\$ 268
9	Patient Assist (Doctor on Scene)	hourly		\$ 533
11	Driving Under the Influence (DUI)	actual cost	[2]	actual cost
12	Emergency Preparedness Planning and Education	hourly		\$ 257
13	CPR / First Aid	per student		\$ 257
14	Complaint Investigation and Follow-Up	each occurrence / trip / verified complaint		\$ 386

15	Penalty Fees			
	False Alarm	per occurrence		\$ 598
	Failure to Obtain Permit	each		Double Fees
	Reactivation of Expired Permit	each initial		50% of Inspection Fees
TOTAL				

[Notes]

- [1] Rates calculated and provided by Department. NBS did not evaluate.
- [2] Per Government Code Sections 53150-58. Billing upon conviction.
- [3] Fee based on 30 minutes of an engine company
- [4] Base fee. Additional time charged per the hourly rate.
- [5] Subject to Public Records Request Act



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Interim Fire Chief

Meeting Date: July 14, 2021

Subject: Full-Time Equivalent (FTE) Firefighter Positions Staffing

RECOMMENDATION

Adopt a resolution authorizing the Fire Chief to hire up to an additional six (6) FTE firefighters in anticipation of future vacancies within the Department.

BACKGROUND

The onboarding process for filling vacant Firefighter positions requires background investigations, as well as psychological and medical evaluations. This process requires up to three months to complete. In addition, all entry level Firefighter Trainees must attend a 16-week fire academy prior to being appointed as Firefighters to fill an existing vacancy. On July 10, 2019, the SMC Fire Board of Directors authorized the Department to hire up to an additional four (4) FTE firefighters on an on-going basis. Based on evaluations of current long-term workers' compensation claims and predicted retirements, our need to overhire beyond known vacancies has increased. Based on our current estimations and predicted trends, we are requesting Board approval to overhire up to six (6) FTE firefighters.

ANALYSIS

The Department is currently backfilling existing vacant firefighter positions with existing personnel through overtime. Allowing the Department to over hire on an ongoing basis will allow staff to stay in front of predicted vacancies and should not impact the budgeted number of firefighter FTE's. This will also provide flexibility with staffing and greatly improves the continuity of operations and capabilities within the organization. The overall health of the organization will benefit the greatest from limiting the number of vacancies, by reducing excessive mandatory overtime events.

FISCAL IMPACT

Projected overtime costs savings associated with over hiring could range from \$160,180 to \$223,125 per vacancy per year depending on the rank and step of those filling the vacancy. Though permanently filling a vacancy significantly reduces associated overtime costs, it does increase the cost of regular salaries and benefits by \$189,597 per year per position. Overall, the net fiscal impact for utilizing overhires is minimal.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2021-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT AUTHORIZING THE FIRE CHIEF TO HIRE
UP TO AN ADDITIONAL SIX (6) FULL-TIME EQUIVALENT (FTE) FIREFIGHTERS
IN ANTICIPATION OF FUTURE VACANCIES**

WHEREAS, on July 10, 2019, the SMC Fire Board of Directors authorized the Department to hire up to an additional four (4) FTE firefighters on an ongoing basis; and,

WHEREAS, based on evaluations of current long-term workers' compensation claims and predicted retirements, our need to overhire beyond known vacancies has increased; and,

WHEREAS, based on our current estimations and predicted trends, the Department is requesting board approval to overhire up to six (6) FTE firefighters; and,

WHEREAS, the Department is currently backfilling existing vacant firefighter positions with existing personnel through overtime, resulting in increased payroll costs; and,

WHEREAS, allowing the Department to overhire on an ongoing basis will allow staff to stay in front of predicted vacancies and should not impact the budgeted number of firefighter FTE's.

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

1. Authorize the Fire Chief to hire up to an additional six (6) full-time equivalent firefighters in anticipation of future vacancies within the Department.

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 14th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Interim Fire Chief

Meeting Date: July 14, 2021

Subject: **Fiscal Year 2020-21 Supplemental Budget Appropriation | Member Agency Operating Contribution Credit**

RECOMMENDATION

Adopt a resolution to approve an appropriation of \$1.4 million in reimbursement revenues from federal and state entities for SMC Fire's response to mutual aid events to increase its General Fund overtime budget, and to consider the options for providing a proportional allocation of operating contribution credit to member agencies.

BACKGROUND

Supplemental Budget Appropriation

On April 14, 2021, Staff provided a budget update for fiscal year 2020-21, where General Fund expenditures were projected to exceed the amended 2020-21 budget by \$0.1 million. Based on current year-to-date estimates, General Fund expenditures are projected to end the year at \$44.1 million, which is \$1.4 million greater than the amended 2020-21 budget. The primary driver behind the unfavorable budget variance was overtime, \$2.4 million of which was attributable to responding to mutual aid events. While the San Mateo Consolidated Fire Department (SMC Fire) was reimbursed by the Federal Emergency Management Agency (FEMA), the California Governor's Office of Emergency Services (Cal OES), and other entities for costs incurred in response to mutual aid events, from a budgetary perspective, the additional overtime costs and accompanying reimbursement revenues were not included in the assumptions for the 2020-21 budget. As such, a supplemental budget appropriation of the reimbursement revenues is requested to provide adequate appropriation authority for SMC Fire's projected expenditures.

Member Agency Operating Contribution Credit

In response to the financial impact of COVID-19 to the member agencies, SMC Fire committed to providing \$1.0 million in relief in the form of a credit to the member agencies, allocated proportionately 60% to the City of San Mateo, and 20% each to the cities of Belmont and Foster City. Based on current year-end estimates, the General Fund is expected to account for \$44,481,785 million in revenue and \$44,098,491 million in expenditures, which would generate \$383,294 in net surplus.

The Fire Board has three options:

- 1) Proportionately allocate the \$0.4 million in projected net surplus to the member agencies, 60% to San Mateo, and 20% each to Belmont and Foster City. With this option, there would be no change in General Fund reserves for fiscal year 2020-21.
- 2) Use \$0.6 million in General Fund reserves to make up the difference between the projected net surplus and the full \$1.0 million in relief to the member agencies as committed to by SMC Fire. With this option, General Fund reserves would decrease from \$1.3 million to \$0.7 million.
- 3) Recognize the \$0.4 million in projected net surplus and close out fiscal year 2020-21 by recognizing as a net increase in fund balance. This option would increase General Fund reserves from \$1.3 million to \$1.7 million.

Under Option 1, the General Fund reserve is static, and the proportional allocation to the member agencies is not a respectively material amount of credit. With Option 2, drawing down on General Fund reserves to meet the \$1.0 million operating credit would be administratively inefficient, as SMC Fire would likely need to request additional funding from the member agencies due to the reduced net position of the General Fund and the economic recovery from the recession brought on by COVID-19. As such, staff recommends that the Fire Board move forward with Option 3 to provide SMC Fire with some degree of financial flexibility that comes with a relatively modest increase in General Fund reserve.

FISCAL IMPACT

A supplemental budget appropriation of \$1.4 million in the General Fund would increase the amended budget to \$44.1 million and ensure that SMC Fire has adequate budget appropriations for the projected year-end estimated expenditures.

With Fire Board approval of the staff recommendation for Member Agency Operating Credit Option 3, the General Fund would end fiscal year 2020-21 with approximately \$1.7 million in reserve; an increase of \$0.4 million.

ATTACHMENTS

- A. Proposed Resolution

RESOLUTION NO. RES-2021-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A SUPPLEMENTAL BUDGET APPROPRIATION FOR FISCAL YEAR 2020-21 AND RECOGNIZE THE PROJECTED GENERAL FUND NET SURPLUS AS A NET INCREASE IN FUND BALANCE

WHEREAS, General Fund expenditures are projected to exceed the amended 2020-21 budget by approximately \$1.4 million largely as a result of the cost of overtime that San Mateo Consolidated Fire Department (SMC Fire) incurred in its response to mutual aid events; and

WHEREAS, the additional overtime expense is offset by reimbursement from the Federal Emergency Management Agency (FEMA), the California Governor's Office of Emergency Services (Cal OES), and other entities; and

WHEREAS, SMC Fire committed to providing \$1.0 million in financial relief to the member agencies in the form of an operating contribution credit for fiscal year 2020-21; and

WHEREAS, based on current year-end estimates for General Fund revenues and expenditures, the projected net surplus of \$0.4 million will fall short of the targeted operating contribution credit; and

WHEREAS, staff recommends that the Fire Board elect to recognize the projected \$0.4 million in net surplus in the General Fund to provide SMC Fire with the financial flexibility that comes with a modest increase in General Fund reserves.

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

1. Approve an appropriation of \$1.4 million in reimbursement revenues from federal and state entities for SMC Fire's response to mutual aid events to increase its General Fund overtime budget.
2. Recognize the projected General Fund net surplus of \$0.4 million as a net increase in fund balance for fiscal year 2020-21 in lieu of providing a proportional allocation of operating contribution credit to member agencies.

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 14th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Acting Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel