



## Agenda

**San Mateo Consolidated Fire Department  
Board of Directors  
Regular Meeting  
Wednesday, May 25, 2022 – 4:00 P.M.**

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

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

**To Observe and Participate via Video Teleconference** –

Register in advance for this Zoom webinar:

[https://us06web.zoom.us/webinar/register/WN\\_Hq0CoTSIQb2HFFMmLEP5zg](https://us06web.zoom.us/webinar/register/WN_Hq0CoTSIQb2HFFMmLEP5zg)

**1. OPENING**

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

**2. AGENDA CHANGES**

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

**3. PUBLIC COMMENT**

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

**4. CONSENT**

- [4.1](#) Approval of Fire Board Meeting Minutes from April 13, 2022.
- [4.2](#) Report from Closed Session of April 13, 2022.
- [4.3](#) Adopt resolutions approving revisions to the Compensation and Benefits Plans for the Firefighter Trainees, Part-Time Employee Groups, Deputy Chiefs and Fire Chief.

**5. NEW BUSINESS**

- [5.1](#) Resolution Authorizing Use of Hybrid Remote Teleconferencing for Meetings of the Department Board of Directors Consistent with AB 361's Amendments to the Ralph M. Brown Act.
- [5.2](#) Adopt a resolution approving the proposed fiscal year 2022-23 budget.

- [5.3](#) Provide an overview report on the Enterprise Resource Planning System project and cost allocation.
- [5.4](#) Adopt a resolution approving reorganization of the San Mateo Consolidated Fire Department's Command Staff structure.
- [5.5](#) Adopt a Resolution to create Central Services Worker classification and defund Fleet & Facilities Technician position.
- [5.6](#) Adopt a resolution amending the JPA Agreement establishing the San Mateo Consolidated Fire Department.

## **6. REPORTS AND ANNOUNCEMENTS**

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

## **7. CLOSED SESSION**

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

**Agency Designated Representative(s):** Charles Flesher, IEDA; Drew Corbett, Chief Administrative Officer and Rich Lee, Finance Director

**Employee Organization(s):** International Association of Firefighters, Local 2400 (IAFF Local 2400)

## **8. RETURN FROM CLOSED SESSION**

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

## **9. ADJOURNMENT**

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

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

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



**Meeting Minutes**  
**San Mateo Consolidated Fire Department**  
**Board of Directors Regular Meeting**  
**Wednesday, April 13, 2022 – 4:00 P.M.**  
**Hybrid Remote Teleconference Meeting**

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

Legal Counsel Bill Ross made recommendation for this action to approve the resolution authorizing the Board of Directors to use hybrid remote teleconferencing for meetings. Board Member Lieberman commented that hybrid meetings are appropriate. He noted although it could be appropriate for in-person meetings, that it still very appropriate to host virtual participation for members of the public. Board Member Awasthi agrees that hybrid virtual options make sense to which Board Chair Goethals agreed.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

**Item 5.2 - Receive fiscal year 2021-22 budget update, adopt a resolution approving a supplemental budget appropriation of \$0.4 million of available fund balance in the General Fund, and provide feedback on proposed fiscal year 2022-24 business plan.**

Budget Analyst Renee Halcon provided a Power Point presentation on an update on the 2021-22 budget and the 2022-23 proposed budget. The 2021-22 budget started the year with a \$1.5 million fund balance. Based on data through February 2022, total revenues through the remainder of the fiscal year are projected to be \$45.1 million and total expenditures are projected to be \$45.9 million, which will result

in a net loss of \$800,000. Fund balance will be reduced by approximately \$700,000. Due to COVID-19 impacts on costs for overtime and sick leave, the year-end estimate for expenditures is projected to end the year approximately \$400,000 higher than the amended budget.

The Fire Protection & Life Safety fund began the year with \$226,000 in fund balance. Based on data through February 2022, total revenues are projected to end the year at \$2.6 million and total expenditures projected to end the year at \$2.5 million. This is approximately \$300,000 lower than anticipated and the savings are due to vacancy savings within this fund. If the savings are realized, this would increase fund balance by approximately \$100,000, bringing the ending fund balance to a little over \$300,000.

The equipment replacement fund started the year with \$3.7 million in fund balance. Total revenues are projected to end the year at \$1.1 million and total expenditures are projected to end the year at \$4.7 million, which is approximately \$800,000 higher than anticipated. This is primarily due to the replacement of the ERP system, the purchase of new SCBA equipment, and the increase in replacement costs of both fire engines and fire trucks which will be purchased this fiscal year. This will decrease the fund balance by \$3.6 million, which bring ending fund balance to approximately \$100,000.

For fiscal year 2022-23, the general fund's proposed balanced budget has both revenues and expenditures estimated to be \$44.8 million. The primary factors for the increase in budget each year are employee compensation and capital outlay. Employee compensation is projected to increase by \$1 million dollars which accounts for labor negotiations that are in progress, as well as increases in healthcare. The increase in capital outlay is due to the increase in pricing for replacement of fire engines and fire trucks. Resetting the replacement costs for these items to current costs, as well as needing to replenish the equipment replacement fund, resulted in replacement collections increasing in 2022-23 by approximately \$500,000. The proposed budget also includes all recommended organizational changes that were presented during the strategic planning retreat in February. The reorganization is cost neutral, and the complete reorg will be presented for consideration in two parts; some presented today and the remaining in May. The adopted budget for fiscal year 2022-23 will include any adjustments needed based on the decisions of the Board. Incorporating the proposed organizational changes into the budget, the operating contributions from the member agencies will increase 3.7% over the current fiscal year.

For the Fire Protection & Life Safety fund's proposed 2022-23 budget, revenues are estimated to be \$2.7 million, while total expenditures are estimated to be \$2.6 million. To present a balanced budget for fiscal year 2022-23, one fire prevention inspector has been defunded until expected revenues improve to a point sufficient to fund this position.

Board Member Awasthi asked clarification for the equipment replacement fund and if it was planned for. Chief Thrasher stated the increased cost was due to the dramatic increase for replacement of apparatus. Additionally, he stated that all large equipment is on a replacement schedule and was planned for, but the actual cost was higher than what was planned. Board Member Awasthi asked about the ERP System. Finance Director Rich Lee stated that the cost for SMC Fire was based on the full-time equivalents for the department to determine invoicing. Based on that ratio, SMC Fire's share came to about 23% (approximately \$945,000). Every renewal period in February of each year, there will be a census report run which could change the ratio.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Chair Goethals made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

**Item 5.3 - Adopt a resolution to appropriate \$117,957 of available fund balance in the General Fund, which represents fiscal year 2020-21 Hazmat net income to a Hazmat reserve in the Equipment Replacement Fund.**

Chief Thrasher provided an overview for the recommendation to appropriate fiscal year 2020-21 fund balance to a Hazmat reserve in the equipment replacement fund. This is not a usual occurrence but will utilize the funding for replacement of hazmat specific equipment.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

**Item 5.4 - Adopt a resolution approving the following job classification revisions for an internal Training Division.**

Chief Thrasher provided an overview of for an internal Training Division. The current agreement with Central County Fire is coming to an end and these next steps will help prepare for SMC Fire's internal Training Division. As shared at the retreat, the request consists of one additional full-time Administrative Assistant, one additional full-time 40-hour Fire Captain, as well as reclassifying the incumbent Emergency Medical Services (EMS) Clinical Education Specialist (CES) to an EMS Manager. With these changes, we will be able to handle our training needs at a higher level and with greater detail. Additionally, this recommendation is expected to be budget neutral.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

**Item 5.5 - Adopt a resolution approving the purchase of one (1) new fire truck and one (1) new fire engine from Golden State Fire Apparatus and authorizing the Fire Chief to sign the purchase agreement.**

Chief Thrasher provided an overview for the recommendation to purchase two pieces of replacement equipment: one new fire ladder truck and one new fire engine. Our engines are on a 15-year replacement schedule and our fire ladder trucks are on a 24-year cycle. With the increased build time of 800 days will bring our ladder truck to 26-years and the engine to 17-years. The costs are higher than we anticipated which was covered in the budget staff report. Consideration of payment plans, utilizing HGAC, and ordering two at one time provided a discount of over \$200,000. Total order comes to \$2,704,792.51.

Board Member Lieberman shared that he is thrilled the Department was in the financial position to be able to make these anticipated purchases. All Board members thanked staff for managing the budget.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Awasthi. The Acting Board Secretary took a roll call vote, and the resolution was approved 3-0.

## **6. REPORTS AND ANNOUNCEMENTS**

Deputy Fire Chief Turturici provided the following Operations update:

- Call volume for 2021 increased by 15% compared to 2020. The first quarter of 2022 is tracking at an estimated 19% increase by the end of the year. EMS responses make up 68% of the call volume.

- Out of county deployments for 2021 totaled almost 20,000 hours. Current OES engines recently passed annual inspections and are ready for the upcoming fire season.
- 22 calls for emergency services requiring jet ski's or rescue boat. Continue to assist Sheriff Department with staffing rescue boat for fleet week patrol and response to the bay. Additional training for water rescue training for personnel.
- Currently providing all hazmat response and consult for the County.
  - Battalion Chief Thorne worked with staff and team members on a Conty grant to secure over \$510,000 in funding.
  - 9 firefighters being sent to Hazmat Tech School this May.
  - Participated in the regional exercise with the 95<sup>th</sup> Civil Support Team, Santa Clara County & Santa Clara City Hazmat teams at Coyote Point.
- Continue to work on new CAD system.
- Zone Haven application implementation and training in progress.
- 11 new firefighters completed the Academy and are now in the probationary period. 6 currently in Academy with a graduation in July. Total of 17 firefighters and 6 promoted Captains currently on probation.

Public Comment – Drew asked for further clarification regarding the call volumes. Deputy Fire Chief Turturici stated the call volumes are rising due to increased public activity and we are returning to pre-covid call volumes. He also referenced the Department Annual Reports that capture all of the details.

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

- The adopted fee schedule increases have stabilized revenue and businesses in the community have stabilized.
- Hiring of an Emergency Services Manager is in progress. Hope to have position filled by next Board meeting.
- Continuity of Operations (COOP)/Continuity of Government (COG) – OES is working on updating and training plan to make sure cities are prepared to operate in case of a disaster.
- Standards Of Cover process identifies the broader operations and best practices of the department. Stakeholders will be interviewed in the next couple weeks and a final report will be shared with all.
- Recent incidents in the news help for us to learn and make sure our residents and businesses are safe from potential hazards.
- Wildland season is approaching quickly and early than expected. Plan is to encourage residents to clear their property and make sure they have defensible space. Reach out to the department if you have questions. Inspections for defensible space and wildland urban interface issues will begin in June depending on the weather.
- Encouraged all to be familiar with Zonehaven and know your zone. You can find your zone by going to [myzone.zonehaven.com](http://myzone.zonehaven.com) and enter your address.

Public Comment – Drew asked if Zonehaven had an app for web interface option. Interim Division Chief Marshall stated they do not have an app, but will address it with Zonehaven. The website is mobile accessible.

## **7. ADJOURNMENT**

The Board was reminded the next meeting will take place May 25, 2022, and the meeting was adjourned.

## **8. CLOSED SESSION**

The Fire Board went into Closed Session at 4:48 p.m. Report out from Closed Session will be made at the next Board meeting.

William D. Ross  
David Schwarz  
Kypros G. Hostetter

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File No: 19/55

April 14, 2022

**VIA E-MAIL**

The Honorable Joe Goethals, Chair  
and Members of the Fire Board  
San Mateo Consolidated Fire Department  
330 West 20<sup>th</sup> Avenue  
San Mateo, California 94403

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire Department Virtual Regular Board Meeting of April 13, 2022; Corrected Copy

Dear Chair Goethals and Board Members:

This communication, consistent with Government Code Section 54957.1, a portion of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950 *et seq.*) sets forth a Report Upon Return from Closed Session from the Closed Session Matter agendized from your Virtual Regular Board Meeting of April 13, 2022.

The Open Session convened at 4:00 p.m. to address matters agendized for Board consideration. The Open Session concluded at 4:46 p.m. with the Board adjourning to Closed Session at 4:58 p.m.

There was one matter agendized for Closed Session consideration:

- 7.1 Conference with Legal Counsel regarding Existing Litigation, Workers' Compensation pursuant Paragraph (1) of Subdivision (d) of Government Code Section 54956.9  
**Name of Case:** Kojo Williams  
**Agency Designated Representative(s):** Jennifer Crims, Senior Human Resources Analyst, William D. Ross, Attorney & Mark R. Peterson, Attorney

With respect to Closed Session Agenda Item No. 7.1., there was reportable action in the form of a unanimous Board direction (3-0) to settle the Workers' Compensation Claim of Mr. Kojo Williams by approving a Compromise and Release which would settle all claims and release the Department from further action or liability.

The Honorable Joe Goethals, Chair  
and Members of the Fire Board  
San Mateo Consolidated Fire Department  
April 14, 2022  
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The Closed Session concluded at 5:03 p.m.

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

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

Very truly yours,

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

William D. Ross  
Department Counsel

WDR:jf

cc: Kent Thrasher, Fire Chief  
Nicole Morales, Administrative Clerk  
Jennifer Crims, Senior Human Resources Analyst  
Drew Corbett, City Manager, City of San Mateo



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** May 25, 2022

**Subject:** **Compensation and Benefit Plan Updates**

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## **RECOMMENDATION**

Adopt resolutions approving the revisions to the Compensation and Benefits Plans for the Firefighter Trainees, Part-Time Employee Groups, Deputy Chiefs, and Fire Chief.

## **BACKGROUND**

Updates are necessary because the current Compensation and Benefits Plans for the Firefighter Trainees and Part-Time Employee Groups expire June 30, 2022. The terms listed in the Compensation and Benefits Plans for the Deputy Chiefs and Fire Chief only go through December 31, 2022. Staff has reviewed and prepared revisions to the existing Plan for each group, including some changes considered to be "housekeeping". Revisions to the Fire Chief plan include adding a management incentive of 6% to replace the 6% hazardous materials incentive the Fire Chief is currently receiving and adding language reflecting the executive leave that the Fire Chief is currently receiving. Revisions to the Deputy Chief plan include removing references to the Division Chiefs because that classification is being abolished. Language is being added to both the Fire Chief and Deputy Chiefs Plans to articulate that the benefits such as health, dental, vision, and life insurance are aligned with the Battalion Chiefs group. The Firefighter Trainee group has not received any salary increase since inception of the Department in January 2019. Revisions to that plan include a salary increase of 11.75% effective July 10, 2022, which will place their salary at 85% of Firefighter Step 1. Revisions to the Part-Time Employee plan are housekeeping in nature.

The Plans for Firefighter Trainees and Part-Time Employees will expire June 30, 2025. The Plans for Deputy Chief and Fire Chief do not have an expiration date and will be revised by the Board as necessary.

## **FISCAL IMPACT**

The cost of benefits and salaries in the compensation and benefit plan is reflected in the budget.

## **ATTACHMENTS**

- A. Resolution
- B. Firefighter Trainee Compensation and Benefits Plan
- C. Part-Time Employee Compensation and Benefits Plan
- D. Deputy Fire Chief Compensation and Benefits Plan
- E. Fire Chief Compensation and Benefits Plan

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT APPROVING THE COMPENSATION AND  
BENEFIT PLANS FOR THE FIRE CHIEF, DEPUTY FIRE CHIEF, PART-TIME, AND  
FIREFIGHTER TRAINEE EMPLOYEE GROUPS**

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WHEREAS, the current Compensation and Benefits Plans for the Firefighter Trainees and Part-Time Employee Groups expire June 30, 2022; and,

WHEREAS, the current Compensation and Benefits Plans for the Deputy Chiefs and Fire Chief expire on December 31, 2022; and,

WHEREAS, staff has reviewed and prepared revisions to the existing Plan for each group, including some changes considered to be “housekeeping”; and,

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department hereby approves the revised:

Fire Chief Compensation and Benefits Plan Resolution  
Deputy Fire Chief Compensation and Benefits Plan Resolution  
Part-Time (Hourly, Per Diem) Compensation and Benefit Plan  
Firefighter Trainee Compensation and Benefit Plan

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PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 25<sup>th</sup> day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Acting Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel

# SAN MATEO CONSOLIDATED FIRE DEPARTMENT

## Firefighter Trainee

### Compensation and Benefits Plan

Effective May 25, 2022 to June 30, 2025 ~~January 13, 2019 to June 30, 2022~~

## **FIREFIGHTER TRAINEE Compensation and Benefits Plan**

The San Mateo Consolidated Fire Department (hereinafter called “Department”) provides the following wages, hours, and other terms and conditions of employment to Firefighter Trainees—as described in this San Mateo Consolidated Fire Department Firefighter Trainee Compensation and Benefits Plan (hereinafter called the “Plan”).

### **1. Definitions**

As used in this Plan, an employee is an employee working “at will” on a full-time basis. An “at will” employee is defined as an employee who is not in the competitive service, serves at the pleasure of the Fire Chief and may be removed from service at any time, with or without cause. “At will” employees are not entitled to a hearing upon termination.

### **2. Salary and Classification**

#### Salary Rates

~~A Step 3 is being added to the previous two-step salary range.~~ The salary rates for all classifications are listed in Appendix A- Appendix A-As of July 10, 2022, Step 1 for a Firefighter Trainee will be set at 85% of the annual salary for Step 1 Firefighter. During the duration of this Plan, when the Firefighter classification (as covered by the MOU between the Department and San Mateo County Firefighters, IAFF Local 2400) gets a negotiated salary increase, the Firefighter Trainee classification will get the same increase to maintain the 85% alignment between Firefighter Trainee Step 1 and Firefighter Step 1.

#### Starting Salary

Employees are normally hired at the bottom of the three-step salary range unless they are exceptionally qualified, and a higher starting salary is approved by the Fire Chief.

#### Step or Salary Increases

A salary increase is based upon a review and evaluation of the Employee’s job performance as specified in Section 6. ~~Employees must receive at least a satisfactory rating, as indicated on the Evaluation Form, in order to be considered for a salary increase.~~

~~Step increases may be granted when incumbent Employees are assigned additional responsibilities and/or when they have obtained additional knowledge/coursework pertaining to the job responsibilities.~~

All changes in compensation will become effective on the first payroll following the

effective date of the compensation change.

### 3. Work Week

The regular workweek for employees occupying full-time positions in classifications other than for personnel assigned to fifty-six (56) hours per week shall consist of eighty (80) hours in each two-week pay period. ~~In this Agreement, the term "Forty-hour employee" or references to forty (40) hour employees shall include personnel assigned to an eighty (80) hour schedule in each two (2) week pay period.~~ The typical work week for a "forty-hour employee" is five (5) consecutive days of eight (8) hours per day. Alternate work schedules may be provided with the approval of the Fire Chief or his/her designee.

### 4. Overtime Pay

40 Hour and 56 Hour Work Week - Employees are eligible for overtime pay at time and one-half their regular rate of pay when required to work more than a 40-hour week. An employee's workweek shall begin at 12:01 a.m. Sunday and ends at 11:59 p.m. the following Saturday, unless otherwise designated by the Fire Chief.

56 Hour Work Week ~~"Overtime" shall be those hours in excess of one hundred eighty-two (182) hours (or other maximum number of hours established by the Department of Labor for employees engaged in fire protection training activities within a twenty-four (24) day period, as designated by the Department in accordance with FLSA, or one hundred sixty-eight (168) hours for Fire Prevention personnel.~~

### 5. Benefits

A. CalPERS Retirement Benefits - Retirement benefits shall be provided under applicable legislation pertaining to the Public Employees' Retirement System.

The Department currently provides the following retirement benefits:

a. 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service. ~~for a) all local safety members hired on or after January 12, 2019 and b) "new" members hired on or after January 1, 2013.~~

b. ~~Classic employees are responsible to pay the entire employee share (9.0%)~~

B. Employee Contributions ~~- Effective January 13, 2019, E~~ employees shall pay 4.0% of the PERS employer rate (for a total PERS contribution of 13.0%), in accordance with Government Code 7522.30. ~~The contributions toward employer rate will be pre-tax under 414(h)2.~~

~~— Effective July 14, 2019, classic members shall pay 4.5% of the PERS employer~~

~~rate (for a total PERS contribution of 13.5%), in accordance with Government Code 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.~~

B. ~~Effective July 12, 2020, classic members and new members hired on or after January 1, 2013 shall pay~~ 50% of the total normal cost rate in accordance with Government Code section 7522 et seq., including Section 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.

The contributions toward employer rate shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the Department at any time for any reason. The contributions toward employer rate will be pre-tax under 414(h)2. In the event the Internal Revenue Service determines these contributions cannot be done pre-tax, the Department will move forward with a PERS contract amendment under Government Code Section 20516(a) as soon as administratively feasible. If the agreement to cost share under Government Code 20516(f) reduces or limits an employee's benefit base or reportable compensation to PERS during the term of this MOU, the Department agrees to reopen on this item upon the Unit's request.

C. PERS Health Benefits

CalPERS Eligible Employees may participate in the CalPERS health programs and will receive the minimum contribution required under the Public Employees' Medical ~~Care~~ and Hospital Care Act (PEMCHAPEMHCA) and Affordable Care Act (ACA). In addition, if a CalPERS Eligible Employee elects to enroll in a CalPERS health plan, the employee will receive a monthly group benefit allowance equal to one hundred percent (100%) of the current monthly group benefit allowance established for full-time Department employees set forth in ~~the Compensation and Benefit Plan which covers the employee's job classification.~~MOU between the Department and the San Mateo County Firefighters, Local 2400 IAFF. However, if a CalPERS Eligible Employee does not enroll in a CalPERS health plan, the employee is not eligible for and will not receive any of the "No Plan" group benefit allowance.

D. Sick Leave

Eligibility:

Employees who work for 30 or more days within a year from the beginning of employment are entitled to paid sick leave. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked (including overtime), paid at the Employee's regular wage rate. Accrual begins on the first day of employment up to a maximum accrual of twenty-four (24) hours per twelve (12) month fiscal year (July 1 to June 30).

Accrued sick leave may be carried over to the following fiscal year. ~~The~~  
Firefighter Trainee Comp and Benefit Plan

~~maximum accrual is forty-eight (48) hours.~~

Usage:

An Employee may use accrued paid sick leave in one-half hour increments ~~beginning on the 90<sup>th</sup> day of employment~~ for himself/herself or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an Employee who is a victim of domestic violence, sexual ~~assault~~assault, or stalking. Family member includes ~~a child~~, parent, spouse, registered domestic partner, child, registered domestic partner's child, parent-in-law, sibling, ~~grandparent~~grandparent, or grandchild. An Employee may use a maximum of twenty-four (24) hours or three (3) days of accrued paid sick leave per fiscal year.

If the need for paid sick leave is foreseeable, the Employee shall provide reasonable advance notice to his/her supervisor. If the need for paid sick leave is unforeseeable, the Employee shall provide notice of the need for the leave as soon as practicable. Fire Chief or designee may require employees to support the use of paid sick leave with a physician's note for each absence regardless of the leave duration. Fire Chief or designee shall certify all approved or unapproved paid sick leave and maintain accurate records of paid sick leave use to determine the possible abuse of leave.

An employee will not be paid or otherwise compensated for any unused, accrued sick leave at the end of his/her employment relationship with the Department. If an employee is rehired within one (1) year of his/her termination date, his/her previously unused, accrued sick leave bank will be reinstated.

#### E. Dental Insurance

The Department shall provide for one hundred percent (100%) coverage on routine maintenance and eighty percent (80%) on minor and major dental work with a maximum payment of three thousand dollars (\$3,000) per eligible employee and covered dependent per year. A lifetime orthodontic benefit of three thousand five hundred dollars (\$3,500) shall be provided to eligible employee and dependents. The Department may self-insure to provide equal or better benefits. If the dental insurance benefit for the classifications covered by the MOU between the Department and the San Mateo County Firefighters Local 2400 IAFF changes, benefits for employees covered by this Plan will be changed to match.

#### F. Vision Insurance

The Department shall provide vision insurance for the eligible employee and

covered dependents. Vision coverage shall provide annual exams, ~~lenses~~lenses, and frames with a twenty-five dollars (\$25.00) annual deductible. If the vision insurance benefit for the classifications covered by the MOU between the Department and the San Mateo County Firefighters Local 2400 IAFF changes, benefits for employees covered by this Plan will be changed to match.

G. Life Insurance/Accidental Death and Dismemberment

The Department shall provide the following benefits or their equivalents:

~~a.~~ Two hundred thousand dollars (\$200,000) ~~li~~Life insurance.

~~a.~~

~~b.~~ AD&D two hundred thousand dollars (\$200,000) accidental death and dismemberment.

**6. Performance Evaluations**

Employees ~~who regularly work~~ are to be given ~~a~~ performance evaluations regularly, six months after the date of hire and annually thereafter. Continued improvement and efficient and effective service ~~will~~ may warrant a salary step increase.

Upon written justification and Fire Chief or designee approval, an Employee who demonstrates ~~EXCEPTIONAL~~ exceptional leadership ability and job performance may be given a ~~merit raises~~ salary step increase. ~~before meeting the time requirements set forth above, if he/she displays outstanding job performance.~~

**7. Duration:**

This Plan shall take effect on ~~January 13, 2019~~ May 25, 2022 and remain in effect until June 30, ~~2025~~.

Appendix A

Salary Schedule

Effective ~~January 13, 2019~~ May 25, 2022

Classifications Covered:

Firefighter Trainee - 40

Firefighter Trainee - 56

JOB-CODE	TITLE	E=Exempt- NE=Non-Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
3142	FIREFIGHTER- TRAINEE-40	NE	STEP 1	40.22	3,217.85	6,972.01	83,664.12
			STEP 2	42.04	3,363.55	7,287.70	87,452.40
3143	FIREFIGHTER- TRAINEE-56	NE	STEP 1	28.73	3,217.85	6,972.01	83,664.12
			STEP 2	30.03	3,363.55	7,287.70	87,452.40

Upd

<u>Job Code</u>	<u>Title</u>	<u>E – Exempt NE – Non-Ex</u>	<u>Steps</u>	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Monthly</u>	<u>Annual</u>
<u>3142</u>	<u>Firefighter Trainee – 40</u>	<u>NE</u>	<u>Step 1</u>	<u>40.22</u>	<u>3,217.85</u>	<u>6,972.01</u>	<u>83,664.12</u>
			<u>Step 2</u>	<u>42.04</u>	<u>3,363.55</u>	<u>7,287.70</u>	<u>87,452.40</u>
			<u>Step 3</u>	<u>43.93</u>	<u>3,514.40</u>	<u>7,614.53</u>	<u>91,374.40</u>
<u>3143</u>	<u>Firefighter Trainee - 56</u>	<u>NE</u>	<u>Step 1</u>	<u>28.73</u>	<u>3,217.85</u>	<u>6,972.01</u>	<u>83,664.12</u>
			<u>Step 2</u>	<u>30.03</u>	<u>3,363.55</u>	<u>7,287.70</u>	<u>87,452.40</u>
			<u>Step 3</u>	<u>31.38</u>	<u>3,514.40</u>	<u>7,614.53</u>	<u>91,374.40</u>

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT  
PART-TIME EMPLOYEE**

**Compensation and Benefits Plan**

~~January 13, 2019~~ May 25, 2022 through June 30,  
2025

SAN MATEO CONSOLIDATED FIRE DEPARTMENT PART-TIME EMPLOYEE

Compensation and Benefits Plan

~~January 13, 2019~~ May 25, 2022

through June 30, 2025

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## **PART-TIME EMPLOYEE Compensation and Benefits Plan**

The San Mateo Consolidated Fire Department (hereinafter called "Department") provides the following wages, hours, and other terms and conditions of employment to two categories of Part-Time Employees – Casual Employees and Part-Time CalPERS Eligible Employees ~~(hereinafter called "Part-Time Employees" or "Employees")~~ – as described in this San Mateo Consolidated Fire Department Part-Time Employee Compensation and Benefits Plan (hereinafter called the "Plan").

### **1. Definitions**

As used in this Plan, a Part-Time Employee is an employee working "at will" and not on a full-time basis. An "at will" employee is defined as an employee who is not in the competitive service, serves at the pleasure of the Fire Chief and may be removed from service at any time, with or without cause. "At will" employees are not entitled to a hearing upon termination.

#### Casual Employees

Casual Employees are defined as those employees who work on a per diem, seasonal, or temporary basis, and do not work sufficient hours to meet the mandated CalPERS benefits criteria. ~~Casual Employees are not eligible for benefits under any portion of Sections 4.A and/or 4.C of this Plan.~~

#### Part-Time CalPERS Eligible Employees

Part-Time CalPERS Eligible Employees are those employees who qualify for participation as an "employee" as defined by the Public Employees' Retirement Law in the Department's CalPERS defined benefit plan. Part-Time CalPERS Eligible Employees are eligible to participate in CalPERS pension and health insurance programs and other benefit programs as provided ~~in Sections 4.A and 4.C.~~

### **2. Salary and Classification**

#### Salary Rates

The salary ~~ranges~~ ~~rates~~ for all classifications are listed in the per diem salary schedule and are equivalent to the corresponding merit classifications, as reflected in the merit salary schedule adopted by the Board of Directors. listed in Appendix A. Additional classifications can be added as needed.

#### Starting Salary

Part-Time Employees are normally hired at the bottom of the salary range unless they are exceptionally qualified, and a higher starting salary is approved by the Fire Chief.

### Step or Salary Increases

A salary increase is based upon a review and evaluation of the Employee's job performance as specified in Section 5. Employees must receive at least a satisfactory rating, as indicated on the Evaluation Form, in order to be considered for a salary increase.

Casual Employees who work on a seasonal basis must receive an evaluation rating of "above average" or higher during the last seasonal appointment to receive a step increase upon reemployment to the same seasonal classification. When Casual Employees who work on a seasonal basis are re-hired to fill a seasonal position in a classification previously held, step increases are not automatic, even with an "above average" or higher evaluation rating. Step increases will be recommended by Supervisor and may be approved at the Fire Chief's discretion ~~are determined by the Supervisor~~ based on the above criteria.

Step increases may be granted when incumbent Employees are assigned additional responsibilities and/or when they have obtained additional knowledge/coursework pertaining to the job responsibilities.

All changes in compensation will become effective on the first day of the pay period that includes the payroll following the ~~effective date of the compensation change~~.

### **3. Overtime Pay**

Part-Time Employees are eligible for overtime pay at time and one-half their regular rate of pay when required to work more than a standard 40-hour week. A Part-Time Employee's workweek shall begin at 12:01 a.m. Sunday and ends at 11:59 p.m. the following Saturday, unless otherwise designated by the Fire Chief.

### **4. BenefitsDeferred Compensation**

The Department shall contribute 3.75% of base wages to employee's 457 Part-Time/Seasonal (PTS) deferred compensation account. Employee shall contribute 3.75% of base wages to employee's 457 PTS deferred compensation account. Employee may be eligible to make voluntary contributions, above the mandatory employee contribution of 3.75%.

### **5. Part-Time CalPERS Eligible Employees Retirement and Health Insurance**

#### **A. Part-Time CalPERS Eligible Employees**

#### **Retirement – PERS Membership**

Eligibility:

1. Persons who are already members of CalPERS.
2. Persons whose appointment fixes a term of full-time, continuous service in excess of six months or the position requires regular, full-time service for at least an average of 20 hours per week for one year or longer.
3. "Monitored" qualification
  - No length of appointment is specified, but full-time employment continues longer than six months.
  - Person works more than 125 days in a fiscal year if paid on a "per diem" (i.e., "per day" and for this purpose "day" means eight hours of employment) basis.
  - Person works 1,000 hours in a fiscal year if paid on other than a per diem basis. Any overtime hours worked is counted as qualifying time.
  - ~~Employees hired on or before December 31, 2012 will be enrolled in the 2.5% @ 55 retirement benefit formula. P.E.R.S. refers to employees hired before January 1, 2013 as classic members, as defined by Section 7522.05 of the Government Code.~~
  - ~~Effective January 1, 2013, the Public Employees' Pension Reform Act (PEPRA) provides new miscellaneous employees will be enrolled in the 2% @ 62 retirement benefit formula with final pension calculated on the average highest annual compensation over a consecutive 36-month period.~~
  - ~~A new member is (a) someone who has never been in P.E.R.S. or a reciprocal retirement system or (b) someone previously in P.E.R.S. or a reciprocal retirement system, but who has a gap of at least six (6) months since being covered by any of those pension systems.~~

PERS Health Benefits

Part-Time CalPERS Eligible Employees may participate in the CalPERS health programs and will receive the minimum contribution required under the Public Employees' Medical ~~Care~~ and Hospital ~~Care~~ Act (PEM~~CH~~AHCA) and Affordable Care Act (ACA). In addition, if a Part-Time CalPERS Eligible Employee elects to enroll in a CalPERS health plan, the employee will receive a monthly group benefit allowance equal to seventy five percent (75%) of the current monthly group benefit allowance established for full-time Department employees set forth in Compensation and Benefit Plan/MOU which covers the corresponding merit the employee's job classification. However, if a Part-Time CalPERS Eligible Employee does not enroll in a CalPERS health plan, the employee is not eligible for and will

not receive seventy five percent (75%) of the “No Plan” group benefit allowance.

## 6. Sick Leave

### ~~B. Casual Part-Time Employees Sick Leave~~

#### Eligibility:

Part-Time Employees who work for 30 or more days within a year from the beginning of employment are entitled to paid sick leave. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked (including overtime), paid at the Employee’s regular wage rate. Accrual begins on the first day of employment up to a maximum accrual of twenty-four (24) hours per twelve (12) month fiscal year (July 1 to June 30).

Accrued sick leave may be carried over to the following fiscal year. The maximum accrual is forty-eight (48) hours.

#### Usage:

A Part-Time Employee may use accrued paid sick leave in one-half hour increments beginning on the 90<sup>th</sup> day of employment for himself/herself or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking. Family member includes a child, parent, spouse, registered domestic partner, parent-in-law, sibling, grandparent, or grandchild. A Part-Time Employee may use a maximum of twenty-four (24) hours or three (3) days of accrued paid sick leave per year of employment.

If the need for paid sick leave is foreseeable, the Employee shall provide reasonable advance notice to his/her supervisor. If the need for paid sick leave is unforeseeable, the Employee shall provide notice of the need for the leave as soon as practicable. Fire Chief or designee may require Part-Time Employees to support the use of paid sick leave with a physician’s note for each absence regardless of the leave duration. Fire Chief or designee shall certify all approved or unapproved paid sick leave and maintain accurate records of paid sick leave use to determine the possible abuse of leave.

A Part-Time Employee will not be paid or otherwise compensated for any unused, accrued sick leave at the end of his/her employment relationship with the Department. If a Part-Time Employee is rehired within one (1) year of his/her termination date, his/her previously unused, accrued sick leave bank will be

reinstated.

#### No Other Benefits for Casual Part-Time Employees

Casual Part-Time Employees are not eligible for any benefits other than the deferred compensation and sick leave benefits specified ~~in Section 4.B.~~ Casual Part-Time Employees are not Regular Part-Time Employees as defined in the Department Personnel Rules and Regulations and are not eligible for any benefits provided to Regular Part-Time Employees under the Department Personnel Rules and Regulations.

#### ~~C. Part Time CalPERS Eligible Employees~~

~~This Plan creates a separate class of Regular Part Time Employees. Persons whose appointment fixes regular part-time service for at least an average of 30 hours per week for one year or longer shall accrue sick leave, vacation leave and holiday pay at seventy five percent (75%) of the accrual rate established for full time employees in the same job classification set forth in the Compensation and Benefit Plan which covers the job classification. Part Time CalPERS Eligible Employees may participate in flexible spending accounts. And they shall participate in the 457(b) deferred compensation plan. Part Time CalPERS Eligible Employees shall accrue sick leave as set forth in this Section 4.C. and not as stated in Section 4.B. above.~~

#### **5. 7. Performance Evaluations**

Part-Time Employees who regularly work 25 hours or more per week are to be given a performance evaluation six months after the date of hire and annually thereafter. Continued improvement and efficient and effective service will warrant a salary step increase.

Part-Time Employees who work on a seasonal basis are evaluated at the end of each seasonal appointment prior to the last day of the assignment. Additional evaluations may be conducted at the supervisor's discretion.

Supervisors who work with all other Casual Employees are encouraged to evaluate performance informally on an as-needed basis.

Upon written justification and Fire Chief or designee approval, an Employee who demonstrates EXCEPTIONAL leadership ability and job performance maybe given a merit raise before meeting the time requirements set forth above, if he/she displays outstanding job performance.

**6. 8. Duration**

This Plan shall take effect on ~~January 13, 2019~~ May 25, 2022 and remain in effect until June 30, ~~2022~~ 2025.

**Appendix A**  
**Part-Time Employees-**  
**Salary Schedule**

JOB-CODE	TITLE	STEPS	HOURLY
9500	ADMIN TECH PDM	STEP 1	36.55
		STEP 2	38.17
		STEP 3	39.90
		STEP 4	41.72
		STEP 5	43.58
9504	ADMINISTRATIVE ASSIST—PDM	STEP 1	30.21
		STEP 2	31.58
		STEP 3	32.98
		STEP 4	34.46
		STEP 5	36.02
9963	BATTALION CHIEF 40 PDM	STEP 1	76.04
		STEP 2	79.84
		STEP 3	83.83
		STEP 4	88.02
		STEP 5	92.42
9604	CENTRAL SERVICES WORKER PDM	STEP 1	20.58
		STEP 2	21.51
		STEP 3	22.48
		STEP 4	23.48
9316	DEPUTY FIRE MARSHAL PDM	STEP 1	59.87
		STEP 2	62.52
		STEP 3	65.40
		STEP 4	68.34
		STEP 5	71.39
9962	FIRE CHIEF SPECIALIST PDM	STEP 1	101.74
		STEP 2	106.83
		STEP 3	112.17
9317	FIRE PREVENTION INSP I PDM	STEP 1	47.32
		STEP 2	49.44
		STEP 3	51.70
		STEP 4	54.02
		STEP 5	56.45

**RESOLUTION NO. RES-2022-1XXX-001**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MATEO CONSOLIDATED (SMC) FIRE DEPARTMENT  
APPROVING REVISIONS TO THE DEPUTY FIRE CHIEFS'  
COMPENSATION & BENEFITS PLAN**

WHEREAS, the Deputy Fire Chiefs are not represented by a bargaining group, and compensation is determined by the Board of Directors; and

WHEREAS, a revised compensation and benefits plan for the Deputy Fire Chiefs was approved by resolution at the January ~~9, 2019~~13, 2021 Fire Board meeting; and

WHEREAS, this compensation and benefits plan is the base document for both salary and benefits as well as leaves, seniority and other provisions of employment provided by the department; and,

WHEREAS, as part of the department's reorganization approved by the Board of Directors at the ~~October 14, 2020~~May 25, 2022 board meeting, this compensation and benefits plan must be revised to incorporate the ~~new~~removal of the Division Chief job classification: and,

WHEREAS, staff has also identified several housekeeping and grammatical edits necessary within the ~~original~~prior plan document; and,

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

1. Approve revisions to the Deputy Fire Chiefs Compensation and Benefits Plan.

**SALARY**

Successful employee performance is a key factor in determining compensation.

A three-step salary range has been established for the Deputy Fire Chief classification ~~and the Division Chief classification~~. ~~The current salary ranges are based on a forty-hour work week and Salary ranges~~ are listed on the salary schedule. Salary placement is based upon performance review and experience.

**TEMPORARY UPGRADE PAY**

In the event the Fire Chief determines that it is necessary to assign a Deputy Fire Chief ~~or Division Chief~~ to perform all of the duties of a higher paid classification for two or more consecutive workweeks, he/she shall receive payment for the higher classification for the entire duration of the assignment. The Fire Chief shall set the salary within the established salary range. Except with the approval of the Fire Chief, a temporary upgrade assignment shall not continue for longer than one year.

When an employee performs a significant portion but not all of the duties of a higher paid  
Deputy Fire Chief Comp and Benefit Plan

classification, the employee may petition the Fire Chief for a differential in pay of up to 10%, to be determined by duties assigned for this work out of class.

### **EDUCATIONAL INCENTIVE PAY**

A Deputy Fire Chief ~~or Division Chief~~ in possession of a BA Degree shall receive one hundred twenty dollars (\$120) per pay period. To be eligible for educational incentive pay, the Deputy Fire Chief ~~or Division Chief~~ must also complete a minimum of 24 hours of approved Level II or Level III California Fire Service Training and Educational System training or other equivalent formal training each year. Equivalent formal training is defined as training pre-approved by the Fire Chief. Training must be designed to enhance the management skills of the Deputy Fire Chief ~~or Division Chief~~. The failure of an individual to obtain the required training during a fiscal year shall then terminate educational incentive payment for that person in the following fiscal year. If the employee is unable to complete the training within the fiscal year due to situations clearly beyond his/her control, the Fire Chief may waive the requirement.

### **PERSONAL TRAINING**

Deputy Fire Chiefs ~~and Division Chiefs~~ are encouraged to attend instructional programs, conferences, and seminars as available in the Department's budget. If the cost to attend exceeds \$2,000, attendance must be pre-approved by the Fire Chief.

### **LEAVE ACCRUALS**

Employees shall accrue vacation leave, sick leave, and holiday leave on a pro-rata basis in proportion to regular hours on the payroll. Credit shall not be received for time off without pay. Vacation leave, sick leave, and holiday credits shall accrue from date of appointment

Absences of less than four hours shall not be deducted from leave balances. Employees are expected to work a minimum of 40 hours per week, with schedules that may vary from day to day based on workplace needs.

### **HOLIDAYS**

The holidays to be observed are as follows:

- New Year's Day, January 1
- Martin Luther King, Jr. Day, January ~~4~~15, or its legal substitute (third Monday in January)
- President's Day, February ~~22~~22, or its legal substitute (third Monday in February)
- Memorial Day, May ~~31~~31, or its legal substitute (last Monday in May)
- Independence Day, July 4
- Labor Day, first Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, fourth Thursday in November
- Day after Thanksgiving, fourth Friday in November
- Christmas Eve, December 24
- Christmas Day, December 25
- New Year's Eve, December 31
- Every day approved by the Board of Directors as a public holiday, public fast, or a

## day of mourning

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

If a holiday falls on an employee's regularly scheduled day off, holiday time of eight (8) hours shall be granted, regardless of the employee's regularly scheduled hours for that day. ~~D~~ Depending on their work schedule, employee may need to utilize hours of discretionary leave to make up the difference between eight (8) hours and their regularly scheduled hours for that day.

Employees required to work on an observed holiday shall be granted holiday leave or paid at the employee's established rate of pay. The employee shall be allowed to select the type of compensation granted.

In addition to the above listed holidays, after completing one (1) year of continuous merit full time service, employees shall earn one (1) Floating Holiday each year to be used at any time convenient to the Department and the employee. Once employee has designated the date they choose to use this floating holiday, employee will notify HR and Payroll staff by email. Floating Holidays will only be usable as time off and may not be paid out upon separation from the Department. Floating Holidays must be used within one year of being earned. In the event holidays fall while an employee is on vacation leave, such holidays shall not be charged as vacation leave.

## **VACATION**

Vacations are essential to the employee's welfare and they are granted by the Department to allow employees relaxation and rest from their duties. It is the policy of the Department not to allow the excess accumulation of vacation leave. All full-time employees shall be entitled to vacation leave with pay as provided below after completion of continuous service with the Department. The time at which an employee may take vacation shall take into consideration the needs of the Department.

Employees shall accrue a vacation allowance at the rate of 20 days per year for the first 12 years of service, 22.5 days per year for 13 through 23 years of service, and 25 days per year at the beginning of 24 years of service. The above allowances shall be pro-rated for employees beginning employment or leaving employment with the Department during a biweekly pay period.

The Fire Chief can provide new Deputy Fire Chiefs ~~and Division Chiefs~~ with a balance of up to 80 hours of vacation leave upon hire.

Deputy Fire Chiefs ~~and Division Chiefs~~ may not accrue more than two times (2x) their vacation leave.

## **VACATION SELL BACK**

An employee may make an irrevocable election to sell back to the eighty (80) hours of accumulated vacation at the employee's established rate of pay per calendar year. At the time

of election, the employee must already have taken a minimum of two (2) weeks' vacation in the preceding twelve (12) months.

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

## **SICK LEAVE**

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

For full-time employees, leave shall be accrued at the rate of 3.7 hours for each biweekly pay period (12 days per year). Unused sick leave shall be accumulated. Any employee who is on paid leave shall continue to earn sick leave. An employee who is on leave without pay shall not accrue sick leave. Sick leave shall accrue during an absence due to a work-related disability.

The Fire Chief can provide new Deputy Fire Chiefs ~~or Division Chiefs~~ with up to 80 hours of sick leave upon hire.

The Fire Chief is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Department. This may include the submission of a doctor's certificate with prior notice.

## **Protected Sick Leave**

Protected sick leave may be taken and if taken, shall be charged to sick leave, vacation, holiday, or executive leave for the following reasons:

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

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

Not more than six (6) days of such protected sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist in the opinion of the Fire Chief, a reasonable extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the worker's sick leave accumulation.

## **Family Care Leave**

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the Department will grant job protected unpaid family and medical leave to eligible workers for up to 12 weeks per rolling 12-month period.

## **Bereavement**

In the event of a death in the immediate family, employees may take up to three (3) paid days (~~two (2) shifts for 56-hour employees~~). Bereavement Leave shall be tracked separately from Protected Sick Leave. In this context, immediate family shall be defined as: spouse, registered domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfathergrandparents, spouse's grandmother, spouse's grandfathergrandparents, son-in-law, daughter-in-law or grandchildren.

## **INDUSTRIAL DISABILITY LEAVE**

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

Additional compensation may be awarded by Resolution of the Board of Directors to employees disabled or injured in line of duty, if recommended by the Fire Chief.

## **JURY LEAVE**

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee notifies their Fire Chief immediately of the notice of jury duty.

## **MILITARY LEAVE**

Military leave shall be granted by the Department in accordance with the provisions of State and Federal laws.

## **LEAVE OF ABSENCE WITHOUT PAY**

Regardless of the combination of paid and unpaid leave used, a leave of absence shall not exceed twelve (12) months in duration, unless otherwise required by law.

Leaves of absence may be granted in cases of illness; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best interests of the Department. Any request for leave of absence shall be made in writing for review and approval by the Fire Chief.

## **RETIREMENT**

Retirement benefits shall be compensated for under applicable legislation pertaining to the California Public Employees' Retirement System (CalPERS).

~~Deputy Chiefs considered to be cClassic members, as defined in Section 7522.05 of the Government Code, are responsible to pay the entire employee share (9.0%). These Deputy Chiefs would have the "classic" retirement formula of 2% at 50, with the 3% @ 50, Formula or 3% @ 55 Formula that they were receiving from one of the three originating agencies as of January 13, 2019.~~

~~Deputy Chiefs considered to be a new members, as defined by Section 7522.05 of the Government Code and CalPERS, shall pay 50% of the total normal cost rate. These Deputy Chiefs would have the PEPRA formula of The contributions toward employer rate will be pre-tax under 414(h)2. All local safety members hired on or after January 12, 2019 and new members of PERS hired on or after January 1, 2013 with the 2.7% @ 57.~~

~~Formula pay 50% of the normal cost rate.~~ The contributions toward employer rate will be pre-tax under 414(h)2.

## **EMPLOYEE RETIREMENT CONTRIBUTIONS**

- ~~• Classic Employee will pay the entire employee's share (9.0%)~~
- ~~• Effective January 13, 2019, employees will pay 4.0% of the Employer share for a combined total of 13.0%.~~
- ~~• Effective July 14, 2019, employees will pay 4.5% of the Employer share for a combined total of 13.5%.~~

### Deputy Chiefs

- ~~• Effective July 12, 2020 all employees will pay 50% of the normal cost.~~
- ~~• Deputy Chiefs considered to be a cClassic members will have employees' maximum payment will be of 14.0% (EE employee share and ER employer share).~~
- ~~• The contribution toward employer rate shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the Department at any time for any reason. The contributions toward employer rate will be pre-tax under 414(h)2. In the even the Internal Revenue Service determines these contributions cannot be done pre-tax, the Department will move forward with a PERS contract amendment under Government Code Section 20516(a) as soon as administratively feasible. If the agreement to cost share under Government Code Section 20516(f) reduces or limits an employee's benefit base or reportable compensation to PERS, the Board of Directors may consider amending this language.~~

## **FLEXIBLE BENEFITS PLAN**

~~The Department shall contribution toward health coverage and provision for employees who opt out of coverage will be equal to benefits listed in the Battalion Chief Compensation and Benefits Plan/MOU. e up to the amounts listed below (inclusive of the \$160 maximum Department~~

~~contribution or CalPERS MEC whichever is greater, towards group medical insurance or No Plan) per month towards the flexible benefit plan.~~

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

~~• No Plan Eligibility - If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the Department's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the Department plan. If an~~

~~employee selects the No Plan option the Department's contribution shall be deposited to the employees deferred compensation account.~~

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

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

## **LIFE INSURANCE**

The Department shall provide ~~\$200,000~~ life insurance and ~~\$200,000~~ accidental death and dismemberment insurance without regard to membership in any health plan, equal to coverage provided in the Battalion Chief Compensation and Benefits Plan/MOU.

## **DENTAL INSURANCE**

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

## **VISION INSURANCE**

Vision Benefits ~~include an annual exam, lenses, and frames with an annual deductible of twenty-five dollars (\$25)~~ shall provide benefits equal to those provided in the Battalion Chief Compensation and Benefits Plan/MOU.

## **UNIFORM ALLOWANCE**

The Deputy Fire Chief ~~and Division Chief~~ shall receive \$38.46 per pay period.

**DAMAGE REIMBURSEMENT**

Deputy Fire Chiefs ~~and Division Chiefs~~ shall be reimbursed the reasonable value of any personal equipment or clothing damaged or destroyed in discharging duties under stress or strain where normal caution cannot be exercised.

**DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)**

Employees are eligible to participate in the Department-offered 457 deferred compensation plans. All contributions to deferred compensation plans and retirement health savings accounts are contingent upon compliance with state and federal rules and regulations.

All employees in the Unit will be enrolled in the RHS Account. The monthly contributions ~~shall be by all employees and the Department shall make contributions on behalf of all employees~~ will be as listed below:

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

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

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

**PROFESSIONAL DUES**

Upon request, the Department shall pay a reasonable amount for membership dues for one professional organization for each employee.

**PERFORMANCE EVALUATIONS**

Employee performance goals are set early in the evaluation year. A mid-year review of the employee’s progress towards completing the performance goals should occur. A written evaluation shall be completed by the ~~supervisor~~ Fire Chief and reviewed with the employee at the end of the evaluation year.

## **PROBATIONARY PERIOD**

The probationary period is the length of time required for an employee to become proficient in his/her position, and for the Fire Chief to adequately judge the proficiency. The standard probationary period shall be twelve months, but the Fire Chief may shorten or lengthen it by up to six months depending on the proven proficiency of the probationer.

## **CONTINUOUS SERVICE**

Continuous service shall mean service since original appointment with the Department, excluding any time prior to a break in service. One (1) year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation leave. Neither military leave nor leave of absence without pay of less than two (2) pay periods shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

## **EXECUTIVE LEAVE**

Deputy Chiefs ~~and Division Chiefs~~ shall be credited with executive leave on a pay period basis (the actual accrual rate shall be 3.7 hours per pay period).

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

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

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

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

## **REEMPLOYMENT**

~~Any permanent employee, separated from a position through resignation and without fault of delinquency on their part, may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the requirements for employment. Reemployed employees shall be subject to a probationary period, and may receive credit for former employment in the determination of the amount of vacation allowance, sick leave, other benefits and their salary step.~~

## **DISCIPLINARY ACTION**

~~Employees who are safety personnel covered by the Firefighter Bill of Rights (FBOR) shall continue to have those rights afforded them.~~

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

Exhibit A: Salary and Classifications

~~Salary ranges for each classification are listed in the Merit Salary Schedule.~~

~~Classifications covered by this Plan:~~

~~Deputy Fire Chief~~

~~Division Chief Salary as of May 25, 2022:~~

<u>Job Code</u>	<u>Exempt or Non-Exempt</u>	<u>Steps</u>	<u>Hourly</u>	<u>Biweekly</u>	<u>Monthly</u>	<u>Annually</u>
<u>2410</u> <u>Deputy Fire Chief</u>	<u>Exempt</u>	<u>Step 1</u>	<u>\$108.89</u>	<u>\$8,711.31</u>	<u>\$18,874.51</u>	<u>\$226,494.12</u>
		<u>Step 2</u>	<u>\$113.79</u>	<u>\$9,103.32</u>	<u>\$19,723.87</u>	<u>\$236,686.44</u>
		<u>Step 3</u>	<u>\$118.91</u>	<u>\$9,512.97</u>	<u>\$20,611.44</u>	<u>\$247,337.28</u>

**SAN MATEO CONSOLIDATE FIRE DEPARTMENT-  
RESOLUTION NO. RES-2021-001  
APPROVING DEPUTY FIRE CHIEFS AND DIVISION CHIEFS-  
COMPENSATION PLAN**

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**SAN MATEO CONSOLIDATED FIRE  
DEPARTMENT RESOLUTION NO. \_\_\_(20192022)**

**APPROVING A FIRE CHIEF COMPENSATION PLAN**

WHEREAS, the Fire Chief is not represented by a bargaining group, and compensation is determined by the Board of Directors; and

WHEREAS, October 8, 2019 Fire Board meeting, the salary schedule ranges for the Fire Chief classification was approved; and

WHEREAS, an updated consolidated compensation plan specific to the Fire Chief is being set forth in this resolution; and

WHEREAS, this is within the amount budgeted for salary increases for Fire Chief in the fiscal year 2018/2019-proposed 2022-/20243 adopted budget;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT, RESOLVES that:

The Fire Chief Compensation Plan is approved as follows, and salary as set forth in Exhibit A attached hereto.

**SALARY**

Successful employee performance is a key factor in determining compensation.

A three-step salary range has been established for the Fire Chief classification. The current salary ranges are based on a forty-hour work week and listed in Exhibit A. Salary placement is based upon performance review and experience.

**PERSONAL TRAINING**

The A-Fire Chief is encouraged to attend instructional programs, conferences, and seminars as available in the Department's budget. If the cost to attend exceeds \$2,000, attendance must be pre-approved by the Fire Board.

**LEAVE ACCRUALS**

Employees-Fire Chief shall accrue vacation leave, sick ~~leave~~, and holiday leave on a pro-rata basis in proportion to regular hours on the payroll. Credit shall not be received for time off without pay. Vacation leave, sick leave, and holiday credits shall accrue from date of appointment

Absences of less than four hours shall not be deducted from leave balances. ~~Employees~~ are-is expected to work a minimum of 40 hours per week, with schedules that may vary from day to day based on workplace needs.

## HOLIDAYS

The holidays to be observed are as follows:

- New Year's Day, January 1
- Martin Luther King, Jr. Day, January 15 or its legal substitute (third Monday in January)
- President's Day, February 22 or its legal substitute (third Monday in February)
- Memorial Day, May 31 or its legal substitute (last Monday in May)
- Independence Day, July 4
- Labor Day, first Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, fourth Thursday in November
- Day after Thanksgiving, fourth Friday in November
- Christmas Eve, December 24
- Christmas Day, December 25
- New Years' Eve, December 31
- Every day approved by the Board of Directors as a public holiday, public fast, or a day of mourning
- One (1) floating holiday to be taken on working days mutually agreeable to the employee and the department.

If a holiday falls on Sunday, the following Monday shall be observed. If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on one's regularly scheduled day off, holiday time shall be granted.

In the event holidays fall while an employee is on vacation leave, such holidays shall not be charged as vacation leave.

## VACATION

Vacations are essential to the employee's welfare and they are granted by the Department to allow employees relaxation and rest from their duties. It is the policy of the Department not to allow the excess accumulation of vacation leave. ~~All full-time~~ The Fire Chief employees shall be entitled to vacation leave with pay as provided below after completion of continuous service with the Department. The time at which an employee may take vacation shall take into consideration the needs of the Department.

Employees shall accrue a vacation allowance at the rate of 20 days per year for the first 12 years of service, 22.5 days per year for 13 through 23 years of service, and 25 days per year at the beginning of 24 years of service. The above allowances shall be pro-rated for employees beginning employment or leaving employment with the Department during a biweekly pay period.

The Fire Board can provide ~~new~~ a new Fire Chief with a balance of up to 80 hours of vacation leave upon hire.

~~A~~ Fire Chief may not accrue more than two times (2x) their vacation leave.

~~Employees who leave employment shall be paid the straight time salary equivalent in a lump~~

~~sum for all accrued vacation leave earned. Such compensation for prorated vacation of separated employees shall be paid by adding or deducting from his or her final paycheck.~~

## **VACATION SELL BACK**

~~An employee~~The Fire Chief may make an irrevocable election to sell back to the City Department eighty (80) hours of accumulated vacation at the employee's established rate of pay per calendar year. At the time of election, the employee must already have taken a minimum of two (2) weeks' vacation in the preceding twelve (12) months.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. Elected hours not requested for distribution (sell back) by December 1 will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

## **SICK LEAVE**

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

For full-time employees, leave shall be accrued at the rate of 3.7 hours for each biweekly pay period (12 days per year). Unused sick leave shall be accumulated. Any employee who is on paid leave shall continue to earn sick leave. An employee who is on leave without pay shall not accrue sick leave. Sick leave shall accrue during an absence due to a work-related disability.

The Fire Board may credit a new Fire Chief with up to 80 hours of sick leave upon hire. The ~~Fire Chief~~Chief Administrative Officer is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Department. This may include the requirement of submission of a doctor's certificate with prior notice.

### Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave, vacation, holiday, or executive leave for the following reasons:

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

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

Not more than six (6) days of such protected sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist in the opinion of the ~~Fire Chief~~Chief Administrative Officer, a reasonable extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the worker's sick leave accumulation.

## **Family Care Leave**

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the Department will grant job protected unpaid family and medical leave to eligible workers for up to 12 weeks per rolling 12-month period.

## **Bereavement**

In the event of a death in the immediate family, employees may take up to three (3) paid days ~~(two (2) shifts for 56-hour employees)~~. Bereavement Leave shall be tracked separately from Protected Sick Leave. In this context, immediate family shall be defined as: spouse, registered domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfathergrandparent, spouse's grandmother, spouse's grandfathergrandparent, son-in-law, daughter-in-lawdaughter-in-law, or grandchildren.

## **INDUSTRIAL DISABILITY LEAVE**

~~The purpose of this Section is to continue the compensation of employees who must remain off their jobs as a result of disability occasioned or injury received as a result of the discharge of their duties as employees of the Department. The Fire Chief is responsible for determining that only bona fide disability leave is taken.~~

~~For each disability, employees shall be allowed disability leave up to and including sixty (60) working days. Such disability leave shall be at full pay, less the amount paid by Workers' Compensation. Disability in excess of that provided in this Section shall be compensated for only under the provisions of the Workers' Compensation Act of the State of California~~

~~If the sixty (60) working days is exhausted, additional time off may be charged to sick leave with the following exception; employees shall not be charged sick leave for that portion of their salary for which temporary disability payments are received under the State Worker's Compensation Law.~~

~~Any permanent or probationary employee covered by this document who has suffered any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to temporary disability benefits in accordance with Labor Code 4850, along with other benefits provided by the California Labor Code.~~

Additional compensation may be awarded by Resolution of the Board of Directors to employees disabled or injured in line of duty, if recommended by the ~~Fire Chief.~~Chief Administrative Officer.

## **JURY LEAVE**

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee notifies ~~their Fire Chief~~the Chief Administrative Officer immediately of the notice of jury duty.

## **MILITARY LEAVE**

Military leave shall be granted by the Department in accordance with the provisions of State and Federal laws.

## **LEAVE OF ABSENCE WITHOUT PAY**

Regardless of the combination of paid and unpaid leave used, a leave of absence shall not exceed twelve (12) months in duration, unless otherwise required by law.

Leaves of absence may be granted in cases of illness; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best interests of the Department. Any request for leave of absence shall be made in writing for review and approval by the ~~Fire Chief~~Chief Administrative Officer.

## **LONG TERM DISABILITY INSURANCE**

~~The Department shall provide long term disability insurance providing for a sixty (60) day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits, and payment of a monthly benefit equivalent to sixty six and two thirds percent (66 $\frac{2}{3}$ %) of full basic monthly salary less any deductible benefits.~~

## **RETIREMENT**

Retirement benefits shall be compensated for under applicable legislation pertaining to the California Public Employees' Retirement System (CalPERS).

~~A Fire Chief considered to be a cClassic members, as defined by Section 7522.05 of the Government Code, is responsible to pay the entire employee share (9.0%). This Fire Chief would have the "classic" retirement formula of 2% at 50, with the 3% @ 50, Formula or 3% @ 55 that they were receiving from one of the three originating agencies as of January 13, 2019.~~

~~A Fire Chief considered to be a new member, as defined Section 7522.05 of the Government Code and CalPERS, shall pay 50% of the total normal cost rate. This Fire Chief would have the PEPRA formula of Formula pay 50% of the total normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2. New members of PERS hired after January 1, 2013 with the 2.7% @ 57, Formula, pay 50% of the normal cost rate.~~

The contributions toward employer rate will be pre-tax under 414(h)2.

## **EMPLOYEE RETIREMENT CONTRIBUTIONS**

- ~~• Classic Employee will pay the entire employee's share (9.0%)~~
- ~~• Effective January 13, 2019, employees will pay 4.0% of the Employer share for a combined total of 13.0%.~~
- ~~• Effective July 14, 2019, employees will pay 4.5% of the Employer share for a combined total of 13.5%.~~
- Effective July 12, 2020 Fire Chief all employee will pay 50% of the normal cost.
- Fire Chief considered to be a classic member will have/Classic employees' maximum

payment will be of 14.0% (~~EE~~ employee share and ~~ER~~ employer share).

The contributions toward employer rate shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the Department at any time for any reason. The contributions toward employer rate will be pre-tax under 414(h)2. In the event the Internal Revenue Service determines these contributions cannot be done pre-tax, the Department will move forward with a PERS contract amendment under Government Code Section 20516(a) as soon as administratively feasible. If the agreement to cost share under Government Code Section 20516(f) reduces or limits an employee's benefit base or reportable compensation to PERS, the Board of Directors may consider amending this language.

## **FLEXIBLE BENEFITS PLAN**

Department contribution toward health coverage and provision for employees who opt out of coverage will equal to benefits listed in the Battalion Chief Compensation and Benefits Plan/MOU. The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS MEC whichever is greater, towards group medical insurance or No Plan) per month towards the flexible benefit plan.

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

- ~~• No Plan Eligibility – If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the Department's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the City plan. If an employee selects the No Plan option the Department's contribution shall be deposited to the employees deferred compensation account.~~
- ~~• Minimum contribution to be set at \$160 per month or the PERS MEC, whichever is greater. (this establishes the minimum retiree medical contribution at \$160 month)~~
- ~~• The maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family).~~
- ~~• If an employee selects a plan, other than Kaiser whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the month premium that exceeds the amounts listed above through pay roll deduction.~~
- ~~• If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's contribution shall be 10% of the selected plan's monthly premium.~~

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

## **MANAGEMENT INCENTIVE PAY**

Fire Chief shall receive a differential of 6% of base pay.

## **LIFE INSURANCE**

The Department City shall provide ~~\$200,000~~ life insurance and ~~\$200,000~~ accidental death and dismemberment insurance without regard to membership in any health plan, equal to coverage provided in the Battalion Chief Compensation and Benefits Plan/MOU.

## **DENTAL INSURANCE**

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

## **VISION INSURANCE**

The Department shall provide benefits equal to those provided in the Battalion Chief Compensation and Benefits Plan/MOU. Vision Benefits include an annual exam, lenses, and frames with an annual deductible of twenty five dollars (\$25).

## **UNIFORM ALLOWANCE**

The Fire Chief shall receive \$38.46 per pay period.

## **DAMAGE REIMBURSEMENT**

Fire Chief shall be reimbursed the reasonable value of any personal equipment or clothing damaged or destroyed in discharging duties under stress or strain where normal caution cannot be exercised.

## **DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)**

Employees are eligible to participate in the CityDepartment-offered 457 deferred compensation plans. All contributions to deferred compensation plans and retirement health savings accounts are contingent upon compliance with state and federal rules and regulations.

~~On All employees~~Fire Chief in the Unit will be enrolled in the RHS AccountPlan. ~~The monthly contributions shall be by all employees and the Department shall make contributions on behalf of all employee~~The monthly contribution will be as listed below:

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

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

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

**PROFESSIONAL DUES**

Upon request, the Department shall pay a reasonable amount for membership dues for one professional organization for each employee.

**PERFORMANCE EVALUATIONS**

Employee performance goals are set early in the evaluation year. A mid-year review of the employee’s progress towards completing the performance goals should occur. A written evaluation shall be completed by the ~~supervisor~~Chief Administrative Officer and reviewed with the ~~employee~~Fire Chief at the end of the evaluation year.

**PROBATIONARY PERIOD**

The Fire Chief is an at-will position and serves at the direction of the Fire Board.

**CONTINUOUS SERVICE**

Continuous service shall mean service since original appointment with the Department, excluding any time prior to a break in service. One (1) year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation leave. Neither military leave nor leave of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

**ADMINISTRATIVE LEAVEEXECUTIVE LEAVE**

~~Fire Chief shall be credited with executive leave on a pay period basis at the rate of 3.7 hours per pay period. An employee shall not accumulate more than eighty (80) hours of executive leave. Executive leave shall be taken at the discretion of the Employee. There is no administrative leave for the Fire Chief classification.~~

### ~~**REEMPLOYMENT**~~

~~Any permanent employee, separated from a position through resignation and without fault of delinquency on their part, may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the requirements for employment. Reemployed employees shall be subject to a probationary period, and may receive credit for former employment in the determination of the amount of vacation allowance, sick leave, other benefits and their salary step.~~

### ~~**DISCIPLINARY ACTION**~~

~~Employees who are safety personnel covered by the Firefighter Bill of Rights (FBOR) shall continue to have those rights afforded them.~~

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

**Exhibit A: Salary**

Salary as of May 25, 2022:

Effective January 1, 2019, the Fire Chief shall receive monthly salaries for their respective positions at a step within the monthly ranges indicated below.

<u>Job Code</u>	<u>Exempt or Non-Exempt</u>	<u>Steps</u>	<u>Hourly</u>	<u>Biweekly</u>	<u>Monthly</u>	<u>Annually</u>
<u>1150 Fire Chief</u>	<u>Exempt</u>	<u>Step 1</u>	<u>\$116.64</u>	<u>\$9,330.87</u>	<u>\$20,216.89</u>	<u>\$242,602.68</u>
		<u>Step 2</u>	<u>\$122.47</u>	<u>\$9,797.41</u>	<u>\$21,227.73</u>	<u>\$254,732.76</u>
		<u>Step 3</u>	<u>\$128.59</u>	<u>\$10,287.29</u>	<u>\$22,289.12</u>	<u>\$267,469.44</u>

<u>1150 FIRE CHIEF</u>	<u>STEP 1</u>	<u>114.35</u>	<u>9,147.91</u>	<u>19,820.48</u>	<u>237,845.73</u>
	<u>STEP 2</u>	<u>120.07</u>	<u>9,605.31</u>	<u>20,811.50</u>	<u>249,738.01</u>
	<u>STEP 3</u>	<u>126.07</u>	<u>10,085.57</u>	<u>21,852.08</u>	<u>262,224.91</u>

Salary is based on a 40-hour work week.

**SAN MATEO CONSOLIDATE FIRE DEPARTMENT  
RESOLUTION NO. \_\_\_\_\_(2018)  
APPROVING A FIRE CHIEF COMPENSATION PLAN**

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# STAFF REPORT

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

**From:** William Ross, Department Counsel

**Meeting Date:** May 25, 2022

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

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## **RECOMMENDATION**

Adopt a Resolution finding that continued emergency conditions persist due to the ongoing COVID-19 pandemic and that meetings of the Department's Board of Directors ("Board") will be held as hybrid meetings with the option for members of the public, Department Staff, and Board Members to attend by either by remote teleconferencing or to attend in-person, consistent with AB 361 and its amendments to Government Code Section 54953, for the period of May 25, 2022 to June 24, 2022.

## **BACKGROUND**

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

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

AB 361 amended the Brown Act to allow for the same teleconferencing as the now-expired Executive Order, so long as a state of emergency persists.

The enclosed Resolution would comply with the provisions of AB 361 and allow continued use of Zoom meetings of the Department Board, while also allowing it to conduct in-person meetings. This "hybrid" style of meeting continues to promote social distancing by allowing members of the Board and members of the public to participate in the manner in which they feel most safe, thereby promoting public participation while simultaneously protecting vulnerable members of the public, such as those with compromised immune systems.

Because the Governor’s declaration of a state of emergency is still in effect, the ability for the Board to continue to meet by Zoom, even in conjunction with in-person meetings, can be accomplished consistent with AB 361, which requires that Resolutions confirming the existence of a declared emergency are adopted *every 30 days* (or, if a longer period of time passes between each Board meeting, a Resolution be adopted each time the Board meets).

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

To accomplish these “hybrid” style meetings, agendas should indicate the location of the physical meeting site that will be open to the public, as well as the alternate means of participating via Zoom or teleconference.

**FISCAL IMPACT**

None

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT RE-AFFIRMING THAT A LOCAL EMERGENCY EXISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY ISSUED BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING IN-PERSON AND REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT FOR THE PERIOD OF May 25, 2022 THROUGH June 24, 2022 PURSUANT TO THE RALPH M. BROWN ACT**

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

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

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

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

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

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

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

WHEREAS, on March 16, 2020, the Director of Emergency Services for each of the three member agencies of the Department proclaimed a local emergency within their jurisdictions, which were

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

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

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

WHEREAS, due to the emergence of new variants of COVID-19, such as Delta and Omicron variants of COVID-19, not all members of the public may feel safe to participate personally at in-person meetings; and,

WHEREAS, the Department Board has determined that conducting "hybrid" style meetings with the option for members of the public, Department Staff, and members of the Board of Directors to attend either virtually or in person would allow participation in a manner in which individuals feel most safe, thereby promoting public participation while simultaneously promoting social distancing and protecting vulnerable members of the public, such as those with compromised immune systems; and,

WHEREAS, as a consequence of the local emergency, the Department Board does hereby find that the legislative bodies of the Department shall conduct their meetings via in-person and remote teleconferencing, in compliance with Government Code section 54953(e); and,

WHEREAS, the Department will continue to provide teleconference access via a conference phone-line number to the meetings to ensure alternative means of public access.

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

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

Section 2. Affirmation that Local Emergency Exists. The Department Board hereby proclaims that a local emergency continues to exist throughout the Department, and that conducting meetings allowing for both in person and remote attendance would not only promote public safety, but also encourage broader public participation.

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

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

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

\*\*\*

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the Department Board of the San Mateo County Fire Department held on the 25<sup>th</sup> day of May 2022, 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, Fire Chief

**Meeting Date:** May 25, 2022

**Subject:** Fiscal Year 2022-24 Business Plan

---

## **RECOMMENDATION**

Adopt a resolution approving the proposed fiscal year 2022-23 budget.

## **BACKGROUND**

At the April 13, 2022 Fire Board meeting, staff provided a presentation to the Fire Board and solicited public comment on the Fire Chief's proposed 2022-24 business plan. The proposed business plan was delivered electronically to the Fire Board on May 19, 2022 and was posted to the San Mateo Consolidated Fire Department's website on May 20, 2022. An additional public hearing will take place to receive any further public comment prior to the Board's approval of the 2022-23 budget.

## **ANALYSIS**

The 2022-24 business plan continues to provide funding for core services at levels consistent with what the three member agencies relied on when each agency had its own fire department, including the reorganization modifications that have been presented to the Fire Board in April and May 2022.

Overall, the total proposed budget is \$47.4 million, which primarily includes the General Fund at \$44.8 million. The remaining \$2.6 million is for the Fire Prevention and Life Safety Fund, which is a cost recovery program that generates revenues through service fees to pay for its program costs.

## **General Fund**

Funding for SMC Fire comes from contributions by its member agencies, as prescribed in the Joint Powers Authority (JPA) governing SMC Fire: 20% Belmont, 20% Foster City, and 60% San Mateo. As described earlier, because program costs in the Fire Protection and Life Safety Fund are recovered through service fees, contributions from member agencies are not required for this fund's activities. Further, there are revenues generated in the General Fund from charges for services such as CPR, first aid, and other public educational classes, intergovernmental partnerships for services that SMC Fire provides, and interest earnings from the fund balance. As such, member agencies contributions are not required for these revenue-generating services, and the interest earnings get credited to each member agency's contributions according to each member agency's contribution rate. Detail on the contributions is presented under the General Fund long-term financial plan, which is included in the proposed business plan posted on the Department's website. The table below shows the contributions proposed for each member agency in SMC Fire for fiscal year 2022-23.

<b>Total General Fund Operations 2022-23</b>	<b>\$44,766,725</b>
Recovered Costs:	
Charges for Services, Intergovernmental Partnerships, Interest Earnings	(1,154,011)
<b>Total Member Agencies Contributions</b>	<b>\$43,612,714</b>
<i>Belmont (20%)</i>	<i>\$8,722,543</i>
<i>Foster City (20%)</i>	<i>\$8,722,543</i>
<i>San Mateo (60%)</i>	<i>\$26,167,628</i>

Following Board approval of the proposed 2022-23 budget, each of the member agencies will seek approval from their respective City Councils on the budget, including their respective contributions. Once approved, SMC Fire’s 2022-23 budget becomes final and adopted. The second year of the business plan (fiscal year 2023-24) is provided for information purposes. The requested action to appropriate funds and adopt the budget is only for the first year of the business plan (fiscal year 2022-23).

**FISCAL IMPACT**

Adoption of the accompanying resolution will appropriate \$44,766,725 of General Fund resources, and \$2,624,608 of Fire Protection and Life Safety Fund resources.

**ATTACHMENTS**

- A. Proposed Resolution: Fiscal Year 2022-23 Operating Budget

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT APPROVING THE 2022-23 BUDGET**

---

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors held a public hearing on the fiscal year 2022-23 budget; and,

WHEREAS, the budget required to operate and support SMC Fire is \$47,391,333 for the fiscal year beginning July 1, 2022 and ending June 30, 2023; and,

WHEREAS, unrecoverable costs in the approved budget are allocated between the member agencies as prescribed in section 14.2 of the Joint Powers Authority (JPA) governing SMC Fire: sixty percent (60%) to City of San Mateo, or \$26,167,628, and twenty percent (20%) each to Foster City and Belmont, or \$8,722,543 each.

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

1. Approve SMC Fire's budget, which provides for \$44,766,725 in General Fund appropriations and \$2,624,608 in Fire Protection and Life Safety Fund appropriations for the fiscal year beginning July 1, 2022 and ending June 30, 2023, as set forth in the accompanying Staff Report.
2. Recommend approval of the budget to the governing bodies of the member agencies.
3. Authorize the Fire Chief, upon approval of the budget by the governing boards of the member agencies, to effectuate SMC Fire's budget as adopted.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 25<sup>th</sup> day of May, 2022, 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, Fire Chief

**Meeting Date:** May 25, 2022

**Subject:** Enterprise Resource Planning System Costs

---

## **RECOMMENDATION**

This report is for information purposes. No action is required.

## **BACKGROUND**

The San Mateo Consolidated Fire Department (SMC Fire) has used Tyler Technology's Eden (Eden) for its enterprise resource planning system (ERP) since commencement of operations in January 2019. Eden is used as SMC Fire's ERP due to the provision of finance and human resources services by the City of San Mateo (City), which also uses Eden as its ERP.

In 2012, Tyler Technologies provided notice to all Eden clients that it would no longer be selling Eden. Since that time, over the past decade, support for the Eden system declined substantially, and research and development has been limited to statutory compliance with changes in employment and tax law. In 2020, Tyler Technologies further affirmed this direction by issuing a letter to all remaining Eden clients that they should begin moving forward with plans to replace Eden if they have not done so already.

Replacement of the City's ERP has been a key initiative for the City's Finance Department since fiscal year 2017-18. Consistent with best practices for replacement of ERP systems, the City issued a Request for Proposals (RFP) in October 2019 for advisory services for ERP selection and implementation. Due to the onset of the COVID-19 pandemic in March 2020, award of an agreement to Plante Moran was postponed until July 2020.

## **Project Governance**

As a precursor to project inception, the City established governance for the ERP replacement project, which established groups to carry out key responsibilities, including:

The Core Committee was comprised of the Finance Director, Director of Information Technology, Human Resources Director, Consulting and Applications Manager, and Web Specialist. Its primary roles were to review project status, ensure that major project milestones were met, conduct reference check interviews, provide status updates to the Selection Committee, and provide overall project guidance.

The Selection Committee was comprised of staff members from a broad array of City departments, including Community Development, Finance, Human Resources, Information Technology, Police, Public

Works, as well as SMC Fire. Its primary role was to review and rate RFP responses, attend ERP system demonstrations, and rate finalist vendors.

### Needs Assessment | Gap Analysis

After the project governance was established, Plante Moran conducted needs assessment interviews with subject matter experts from every City department to identify opportunities for improvement to business processes and recommendations for the City’s future ERP strategy. The primary deliverable of this phase was an ERP Needs Assessment and Gap Analysis Report, which included process maps for both the current state and future state of major business processes, prioritization of solution requirements, an issues and opportunities matrix, and a marketplace overview.

### RFP

Plante Moran assisted the City with development of the RFP to solicit responses from vendors that provided ERP implementation services and solutions for entities similar in size and complexity to the City. As a part of the RFP preparation, the Core Committee developed solution selection criteria and weighting factors to evaluate vendor responses. The selection criteria were as follows, with the weight indicated in parentheses:

- Functionality (30%) – Compliance with requirements, including proposed modifications and customizations, product information and direction.
- Vendor Viability (25%) – Number and size of comparable installations, company background, financial stability, completeness and quality of proposal, research and development.
- Cost (20%) – Including one-time, ongoing, and 10-year cost.
- Implementation Services and Ongoing Support (12.5%) – Implementation approach, vendor staffing provided on the project, post-implementation support, completeness of work plan, training approach, change management approach, project management approach.
- Technical Requirements (12.5%) – Current technology, use of industry standard tools, compatibility with existing infrastructure.

The RFP was issued on March 12, 2021. The process included a period of time for vendors to submit questions, a pre-bid meeting, and an RFP addendum to respond to questions. The City received ten responses to the RFP noted in the table below, all of which met the minimum requirements documented in the first round of evaluation as defined in the RFP.

Vendor Responses	
Integrator	Software
6e Technologies	Oracle
Application Software Technology (AST) Corporation	Oracle
CherryRoad Technologies, Inc	Oracle
Ciber Global LLC	Oracle
Collaborative Solutions, LLC	Workday
Graviton Consulting Services, Inc	Oracle
Highstreet IT Solutions, LLC	Oracle
Rock Solid Technology	OneGovERP
Superion, LLC	CentralSquare Finance Enterprise and IntelliTime
Tyler Technologies	Munis

In May 2021, the Selection Committee began reviewing each proposal, supported by a comparison prepared by Plante Moran. In June 2021, based on the scores from the second round of evaluation from the Selection Committee, reference checks for the top six vendors were conducted by the Core Committee. Based on the feedback from the reference checks that was shared with the Selection Committee and the selection criteria established in the RFP, the Selection Committee selected the top four vendors noted in the table below to advance to the third round of evaluation for software demonstrations and additional due diligence:

Shortlisted Vendors	
Integrator	Software
Application Software Technology (AST) Corporation	Oracle
CherryRoad Technologies, Inc	Oracle
Collaborative Solutions, LLC	Workday
Tyler Technologies	Munis

From July through August 2021, each of the shortlisted vendors provided a comprehensive four-day software demonstration to the Selection Committee and many city staff that use the current ERP on a daily basis based on scripts developed by Plante. Following the software demonstrations, additional due diligence was completed, which included:

- Additional reference checks for top-ranked vendors
- Written follow up questions and responses from multiple vendors
- Multiple days of detailed follow-up demonstrations for specific areas with top-ranked vendors
- Sandbox demonstrations for City staff to utilize software with vendor guidance

Results from the additional due diligence were shared with the Selection Committee in November 2021, and final scores from the Selection Committee were tabulated as follows:

1. Collaborative Solutions (Workday) – 84.15
2. AST (Oracle) – 63.33
3. CherryRoad (Oracle) – 51.58
4. Tyler Technologies (Munis) – 51.43

The City notified Collaborative Solutions and Workday that they were the preferred finalist vendor and began contract negotiations in December 2021. The agreements with Collaborative Solutions, Workday, Can Am, and Plante Moran were approved by the City Council on February 22, 2022

### **Implementation Approach, Timeline, and Support**

The City has opted for a phased approach to the ERP implementation. The first phase, which began in March 2022 and is scheduled to end in mid-December 2022, will include the core financial modules, including the general ledger, accounts payable, accounts receivable, budget, and project accounting. The second phase, which is scheduled to begin in mid-September 2022 and end in mid-July 2023, will include the payroll and human resources modules.

The level and amount of resources required to ensure that the ERP is implemented within the projected timeline and within the project budget is substantial. As a part of the due diligence process, the Core Committee conducted several reference checks, which identified a common theme: backfilling staff

resources is critical to the success of the ERP implementation, as City staff does not have the capacity to cover their daily core operational responsibilities and implement the ERP. As such, the City has executed agreements with a series of vendors and will be engaging retired annuitants to provide temporary staffing services.

### **ANALYSIS**

As shown in Attachment A, ERP implementation costs will be allocated based on the proportional share of total full service equivalent (FSE), which is synonymous with full time equivalent (FTE), between the City (73.01%) and SMC Fire (22.99%).

Each year on the anniversary month of the subscription agreement with Workday, the City will run a census report to recalculate the proportional allocation of the annual subscription and training fees for Workday and system as a service (SaaS) fees for Can Am Technologies. As such, as the FSE/FTE for the City and/or SMC Fire changes, the proportional allocation will change.

If SMC Fire or the City were to terminate the agreement for finance and human resources services in the future, the provisions of the Workday agreement were written with this contingency written in. If termination were to occur in the future, SMC Fire could continue using Workday, and security permissions would be modified so that the City would no longer have access to SMC Fire's financial or human resources modules.

### **FISCAL IMPACT**

As shown in Attachment A, SMC Fire's share of ERP implementation, excluding backfill staff costs (which will be quantified and allocated on a pay-go basis using the same proportional FSE), and Year 1 fees from Workday and SMC Fire is \$945,580, which will be accounted for in the Equipment Replacement Fund. Beginning in Year 2, Workday subscription and training fees and Can Am Technologies SaaS fees will be included in SMC Fire's operating budget, as is the case for SMC Fire's proposed 2022-23 budget.

### **ATTACHMENTS**

A. ERP Cost Allocation

# ATTACHMENT A

Vendor	Workday				Plante Moran			Collaborative Solutions	Can Am			Total by Year	SMC Fire	City
Year	Subscription Fee	Training Fee	Delivery Assurance	Workday Subtotal	Pre-Implementation Consulting	Project Management	Plante Moran Subtotal	Implementation	Cashiering Implementation	SasS Fees*	Can/Am Subtotal	Total by Year	SMC Fire	City
1	253,576	84,936	133,075	\$ 471,587	\$ 201,020	\$ 740,000	\$ 941,020	\$ 2,527,160	\$ 116,280	\$ 57,840	\$ 174,120	\$ 4,113,887	\$ 945,580	\$ 3,168,307
2	295,856	32,867		\$ 328,723						\$ 57,840	\$ 57,840	\$ 386,563	\$ 88,852	\$ 297,711
3	367,489	32,867		\$ 400,356						\$ 57,840	\$ 57,840	\$ 458,196	\$ 105,317	\$ 352,879
4	374,839	32,867		\$ 407,706						\$ 59,575	\$ 59,575	\$ 467,281	\$ 107,405	\$ 359,876
5	382,336	32,867		\$ 415,203						\$ 61,362	\$ 61,362	\$ 476,565	\$ 109,539	\$ 367,026
6	389,982	32,867		\$ 422,849							\$ -	\$ 422,849	\$ 97,192	\$ 325,657
7	397,782	32,867		\$ 430,649							\$ -	\$ 430,649	\$ 98,985	\$ 331,664
8	405,739	32,867		\$ 438,606							\$ -	\$ 438,606	\$ 100,814	\$ 337,792
9	413,853	32,867		\$ 446,720							\$ -	\$ 446,720	\$ 102,679	\$ 344,041
10	422,128	32,867		\$ 454,995							\$ -	\$ 454,995	\$ 104,581	\$ 350,414
<b>Total</b>	<b>\$ 3,703,580</b>	<b>\$ 380,739</b>	<b>\$ 133,075</b>	<b>\$ 4,217,394</b>	<b>\$ 201,020</b>	<b>\$ 740,000</b>	<b>\$ 941,020</b>	<b>\$ 2,527,160</b>	<b>\$ 116,280</b>	<b>\$ 294,457</b>	<b>\$ 410,737</b>	<b>\$ 8,096,311</b>	<b>\$ 1,860,943</b>	<b>\$ 6,235,368</b>

\*Agreement is for a five year term.



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** May 25, 2022

**Subject:** Department Reorganization Plan Revisions

---

## **RECOMMENDATION**

Adopt a Resolution approving revisions to the San Mateo Consolidated Fire Department's (SMC Fire) Command Staff structure that results in the following organizational changes:

- Abolish the Division Chief job classification (3 full-time equivalent (FTE) positions)
- Add and fund one (1) additional FTE for a Deputy Fire Chief
- Add and fund one (1) additional FTE for a Battalion Chief
- Add and leave unfunded one (1) FTE for Fire Marshal

## **BACKGROUND**

On October 14, 2020, the Board of Directors adopted a resolution approving a reorganization plan for SMC Fire. The primary change related to the reorganization was the creation of the Division Chief job classification. The change resulted in three Division Chiefs reporting to a single Deputy Chief. Following limited internal interest in the Division Chief positions, salary compaction, overlap of job assignments, span of control and "at will" employment status were all identified as obstacles preventing the successful implementation of this significant organizational change.

The salary compaction issue was generated by adding the Division Chief position into the organizational structure above the Battalion Chief and below the Deputy Chief positions without sufficient salary spacing between the positions to make promotion desirable. Overlap issues were created by combining two Administrative Battalion Chief positions into one Division Chief position. The workload and assignments of the two Administrative Battalion Chief positions were well beyond the capacity and capability of a single Division Chief. Span of control issues were created by assigning a single Deputy Chief the oversight and management responsibilities for all four of the Department's Divisions, including Operations, Administration, Prevention, and the Office of Emergency Services (OES).

Additionally, concerns with trust in leadership, identified in the MRG assessment, left many of those qualified for the positions reluctant to put themselves in an at will position. Though concerns with moving from a represented to an at will position will always exist, the Command Staff has gone to great lengths over the past year to improve communications and rebuild trust in leadership.

## **ANALYSIS**

The proposed staffing revisions have been developed to support the following objectives:

- Adjust span of control to more appropriate levels
- Focus on function of positions and alignment of the organizational structure
- Limit budgetary impacts

The current organizational structure, implemented in October of 2020, required that all Divisions of SMC Fire report through a single Deputy Chief. The significant differences in experience and skill sets required to provide operational and strategic oversight to all divisions of the Department would be more appropriate for an Assistant Chief, and typical of a structure found in a larger organization. Separating the Department's Divisions to fall under two separate Deputy Chiefs will provide a span of control more appropriate for an organization of our current size.

Going to a dual Deputy Chief model gives us the ability to remove the three Division Chief positions from the organizational structure by providing oversight of our mid-level management positions of Battalion Chief, Deputy Fire Marshal, and Management Analyst through the Deputy Fire Chiefs. This also allows for some relief due to the salary compaction created when the Division Chief positions were added in 2020.

The recommended changes will result in one Deputy Chief over the Operations and Training Divisions, and a second Deputy Chief over the Community Risk Reduction (CRR) and Administration Divisions. This results in a realistic span of control focused on functional alignment and a more appropriate organizational structure.

In addition to adding a second Deputy Fire Chief position to the organizational structure, an additional Battalion Chief position is recommended. This position would have the job assignment of Administrative Battalion Chief and will provide the following:

- Project management
- IT oversight
- Operations budget management
- Operations support
- Succession planning

The last recommended change to the organizational structure is to add a Fire Marshal position. This is a critical position to any Fire Department and is mandated by state and federal law. The Fire Marshal provides oversight specifically related to the Fire Prevention Division and is currently being provided by an acting Division Chief. It is recommended that the Fire Marshal position be added but not funded and filled until such time that the CRR revenues can demonstrate the ability to support the position. The duties of the Fire Marshall will be provided by the Deputy Chief over CRR and Administration until the position is funded.

The recommended actions of abolishing the Division Chief positions, and adding new FTEs for (1) Deputy Fire Chief, (1) Battalion Chief and (1) Fire Marshal are illustrated in the table below:

	<b>CURRENT FTE</b>	<b>PROPOSED CHANGE IN FTE</b>	<b>NEW PROPOSED TOTAL</b>	<b>ESTIMATED IMPACT IN 2023*</b>
DEPUTY FIRE CHIEF	1.00	1.00	2.00	365,000
DIVISION CHIEF	3.00	(3.00)	-	(934,000)
BATTALION CHIEF	5.00	1.00	6.00	311,000
FIRE MARSHAL**	-	1.00	1.00	-
<b>NET IMPACT</b>	<b>9.00</b>	<b>-</b>	<b>9.00</b>	<b>(258,000)</b>

*\*Fully loaded costs*

*\*\*Unfunded*

Additionally, Attachment B illustrates the current 2021 organizational Chart, while Attachment C illustrates the new organizational chart reflecting the recommended changes.

**FISCAL IMPACT**

The revisions of the reorganization plan will result in an estimated net impact savings of \$258,000 annually.

**ATTACHMENTS**

- A. Resolution
- B. 2021 Organizational Chart
- C. 2022 Draft Organizational Chart

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING REVISIONS TO THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT'S COMMAND STAFF STRUCTURE, ELIMINATING DIVISION CHIEF POSITIONS, AND ADDING A DEPUTY FIRE CHIEF AND BATTALION CHIEF**

---

WHEREAS, on October 14, 2020, the Board of Directors adopted a resolution approving a reorganization plan for San Mateo Consolidated (SMC) Fire Department which included three Division Chief positions; and,

WHEREAS, through an assessment, proposed staffing revisions have been developed to adjust the span of control, focus on function of positions, and limit budgetary impacts; and,

WHEREAS, recommended organizational changes will result in eliminating the Division Chief job classifications, adding a Deputy Fire Chief, Battalion Chief, and Fire Marshal, while the latter will be unfunded until such time that the Bureau of Fire Protection and Life Safety has sufficient operating revenues to support funding the position; and,

WHEREAS, the staffing revisions will result in a realistic span of control focused on functional alignment and a more appropriate organizational structure.

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

1. Approve revisions to the SMC Fire's reorganization plan, which is attached and incorporated by reference.
2. Approved the following:
  - a. Abolishment of the Division Chief job classification (3 full-time equivalent (FTE) positions)
  - b. Add and fund one (1) additional FTE for a Deputy Fire Chief
  - c. Add and fund one (1) additional FTE for a Battalion Chief
  - d. Add and leave unfunded one (1) FTE for Fire Marshal

\*\*\*

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 25<sup>th</sup> day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Acting Board Secretary

---

Board President

APPROVED AS TO FORM:

---

William D. Ross, General Counsel

Attachment B

2021 San Mateo Consolidated Fire Department Organizational Chart



Citizens of Belmont, Foster City & San Mateo

Fire Board of Directors

Chief Administrative Officer

Fire Chief

Business Manager  
Fire Board Sect.

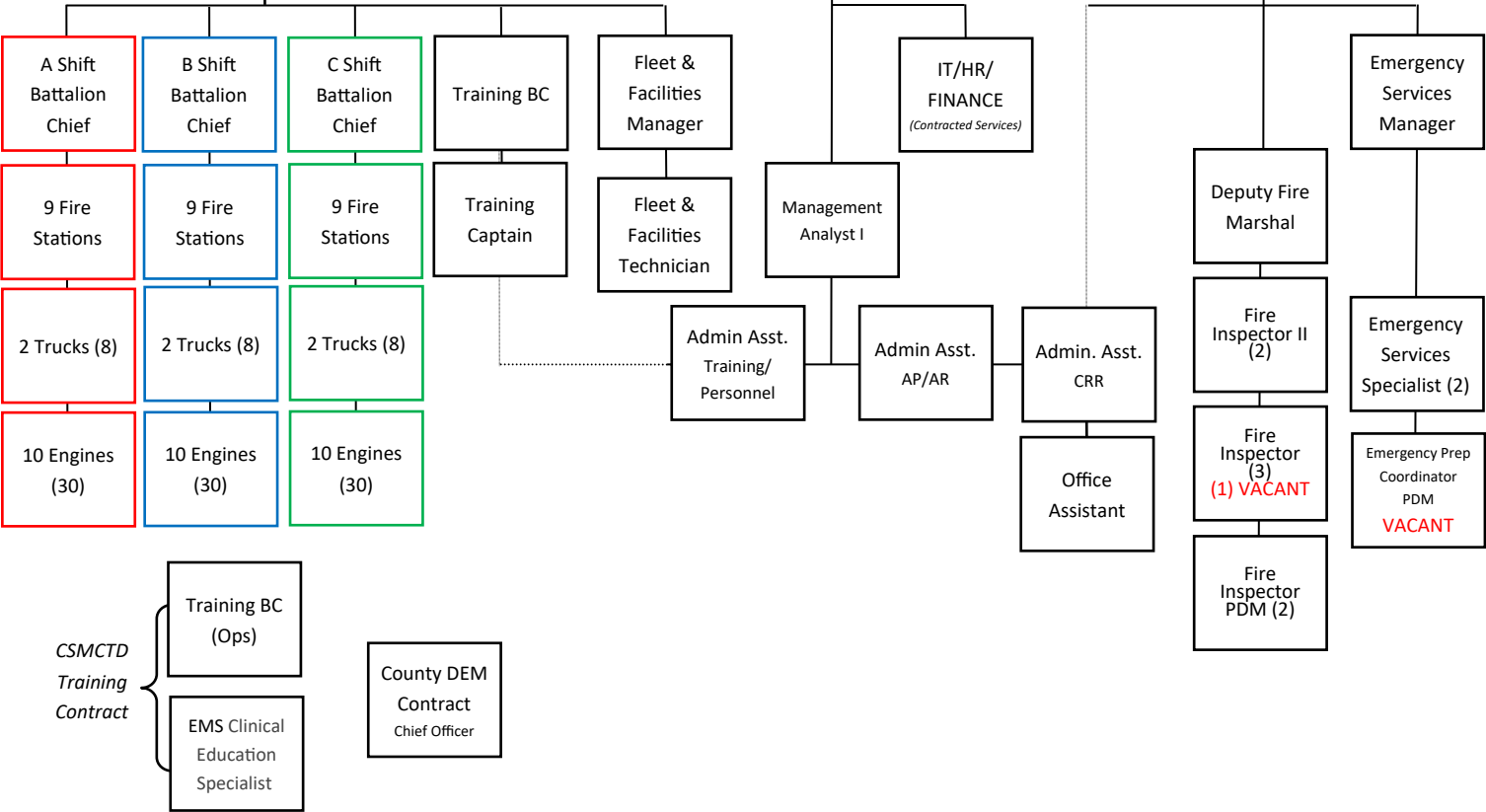
Treasurer

Deputy Fire Chief

Division Chief  
Operations

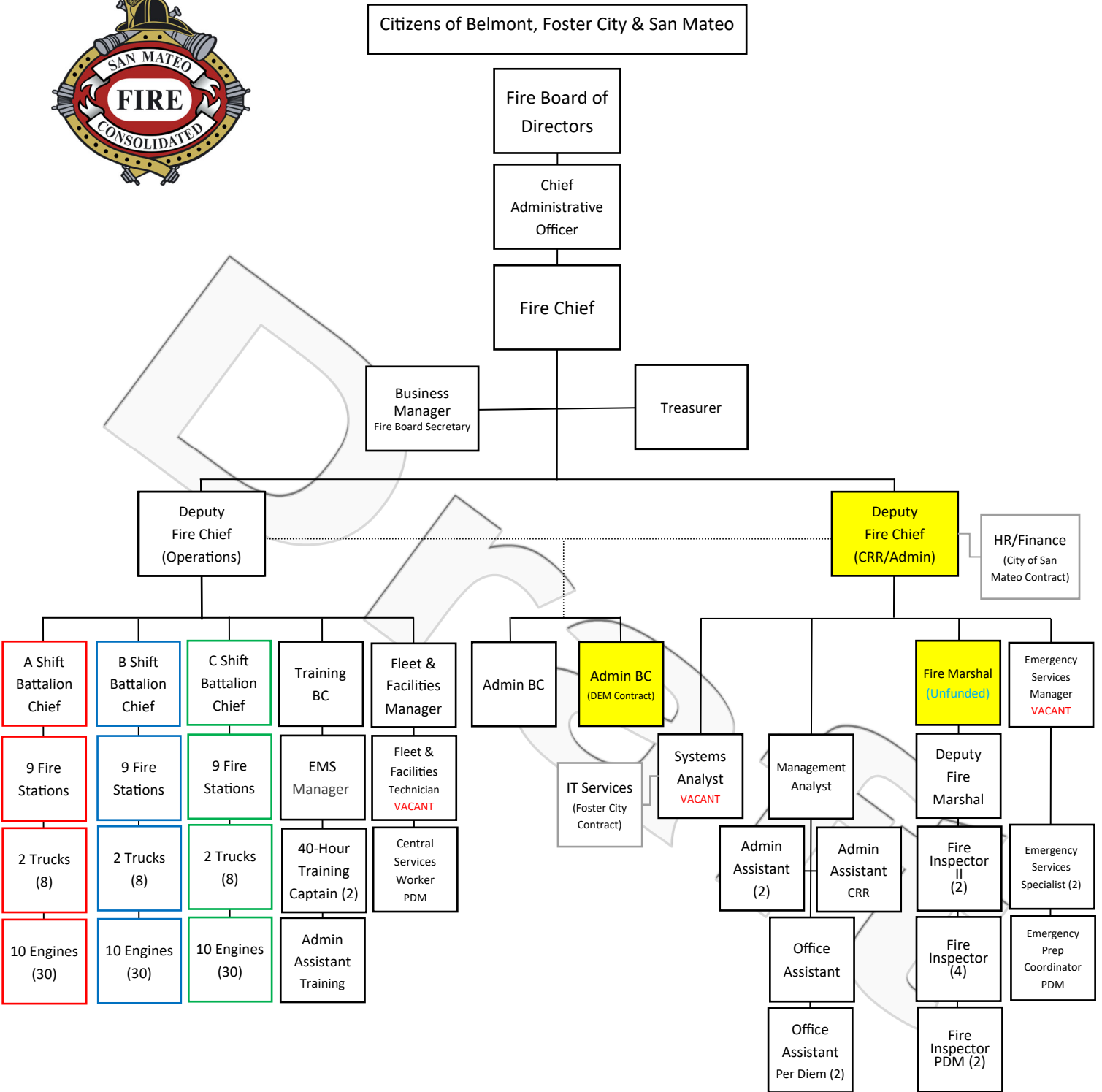
Division Chief  
Administration

Division Chief  
Community Risk Reduction (CRR)  
(FIRE MARSHAL)



Attachment C

2022 DRAFT San Mateo Consolidated Fire Department Organizational Chart





# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** May 25, 2022

**Subject:** **Adopt a Resolution to create Central Services Worker classification and defund Fleet & Facilities Technician position**

---

## **RECOMMENDATION**

Adopt a resolution to approve the following;

- Create a Central Services Worker classification and salary range
- Add and fund one (1) full-time equivalent (FTE) for a Central Services Worker
- Defund and leave vacant the Fleet and Facilities Technician position

## **BACKGROUND**

On October 14, 2020, the Board of Directors approved a resolution for the creation of a Fleet and Facilities Technician classification. The classification was created to allow the Department to have the ability to self-perform routine maintenance of our facilities and fire apparatus in support of our Fleet & Facilities Manager.

## **ANALYSIS**

Current budgetary constraints do not allow for the funding necessary for the equipment, apparatus, and facility needed to support the Fleet and Facilities Technician position. Though the need for such a position may be justified for future action, the current recommendation is that the Fleet and Facilities Technician position be left unfilled and unfunded until the position can be fully supported.

A more appropriate use of the funds allocated to the Fleet and Facilities Technician position would be to create and fill a Central Services Worker position. The cost of this position is lower than that currently budgeted for the Fleet and Facilities Technician and will not require the additional equipment, apparatus, or facility funding. The Central Services Worker Position will provide our Fleet and Facilities Manager with much needed logistical and maintenance support, and may serve as an entry point for future Firefighter candidates. Additional cost benefits could be realized with the Central Services Worker taking on tasks that might otherwise be contracted out or performed by operations staff at an overtime rate.

## **FISCAL IMPACT**

The salary range for the Central Services Worker classification will be \$44,972 - \$51,310 annually, which will result in a budget savings of between \$35,518 - \$44,677 as compared to the salary of the Fleet and Facilities Technician. Additional savings should be realized by reduced contractor costs for some facility

repairs, as well as reduced costs for tasks typically performed by operations staff working on overtime. The change to the Full Time Equivalent (FTE) schedule has been incorporated into the 2022-23 proposed budget.

**ATTACHMENTS**

- A. Resolution
- B. Job Description

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT TO CREATE CENTRAL SERVICES  
WORKER CLASSIFICATION AND DEFUND FLEET & FACILITIES TECHNICIAN  
POSITION**

---

WHEREAS, on October 14, 2020, the Board of Directors approved a resolution for the creation of a Fleet and Facilities Technician classification; and,

WHEREAS, current budgetary constraints do not allow for the funding necessary for the equipment, apparatus and facility needed to support the Fleet and Facilities position; and,

WHEREAS, the current recommendation is that the Fleet and Facilities Technician position be left unfilled and unfunded until the position can be fully supported; and,

WHEREAS, a more appropriate use of the funds allocated to the Fleet and Facilities Technician position would be to create and fill a Central Services Worker position; and,

WHEREAS, the cost of this position is lower than that currently budgeted for the Fleet and Facilities Technician and will not require the additional equipment, apparatus and facility funding; and,

WHEREAS, cost benefits could be realized with the Central Services Worker taking on tasks that might otherwise be contracted out or performed by Operations staff at an overtime rate.

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

1. Approve the following:
  - a. Create a Central Services Worker classification and salary range
  - b. Add and fund one (1) full-time equivalent (FTE) for a Central Services Worker
  - c. Defund and leave vacant the Fleet and Facilities Technician position

\*\*\*

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 25<sup>th</sup> day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Acting Board Secretary

---

Board President

APPROVED AS TO FORM:

---

William D. Ross, General Counsel



## **CENTRAL SERVICES WORKER**

### **DEFINITION**

To collect and distribute mail and supplies to Fire Department, member city and vendor locations. To support Fleet and Facilities Manager with appropriate logistical and maintenance needs and to perform related work as required.

### **SUPERVISION RECEIVED AND EXERCISED**

General supervision is provided by the Fleet and Facilities Manager. Technical or functional supervision may also be provided by the Department Business Manager and Officers at the Battalion Chief rank or higher.

**EXAMPLES OF DUTIES** - The duties and responsibilities listed below are illustrative only and are not meant to be a full and exhaustive listing of all the duties and responsibilities of the classification:

Collect, sort, and distribute mail.

Collect and deliver supplies.

Make repairs and perform maintenance on fleet of fire apparatus, light duty vehicles and trailers appropriate to skill level.

Perform maintenance and repairs on Department facilities appropriate to skill level.

Operate Department vehicles and related equipment.

Receive supplies and check for condition and discrepancies.

Arrange for the efficient and safe storage of stock, materials, and equipment.

Operate related office and Department equipment.

Demonstrate financial responsibility and appropriate record keeping for appropriate small purchases.

Perform other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

Materials, methods, and equipment used in Department logistical operations, including safety practices.

### **Ability to:**

Effectively maintain, store, and disburse supplies, mail and related materials and property.

Work independently in the absence of supervision.

Safely operate Department vehicles.

Use small tools and equipment.

Safely operate equipment and manually handle a variety of supplies including heavy objects.

Follow written and verbal instructions.

Communicate clearly and concisely, both orally and in writing.

Learn and use a variety of computer software applications related to the work.

Establish and maintain effective working relationships with those contacted in the performance of work.

## **EXPERIENCE AND TRAINING GUIDELINES**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### **Experience:**

Six months of work experience in a Public Safety related work environment, including volunteer work as a Fire Cadet or similar position, work experience in a warehouse facility or closely related position, or work experience in the construction or vehicle maintenance trades.

### **Education:**

Equivalent to high school diploma.

### **License:**

Possession of a valid California Driver's License and an acceptable driving record are required.

San Mateo Consolidated Fire  
Central Services Worker  
Page 3

**ADA Special Requirement:**

*Essential duties require the following the physical abilities and work environment:*

Ability to sit, stand, walk, crouch, squat, stoop, reach, twist, and lift 50 pounds; exposure to noise and chemical hazards.

Adopted Fire Board: 5/25/22

Employee Group: General

FLSA: Non-Exempt

Pre-Appt. Medical: Yes

Safety Sensitive: No

Form 700: No

Job Code: 5110



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** May 25, 2022

**Subject:** JPA Agreement Amendments

---

## **RECOMMENDATION**

Adopt a resolution amending the JPA Agreement establishing the San Mateo Consolidated Fire Department. The amendments would include the following:

1- Add Sub-Section 14.3 to Section 14 titled "Inter-Agency Fee Offsets" stating that:

"Nominal fees and fines, not requiring significant staff work and processing time, should not be charged between the Department and the Member Agencies."

2- Amend Section 13 "Addition of Member Agencies" to include the procedures for adding new member agencies to the JPA. Amended Section 13 would provide as follows:

"Any local agency may apply for membership to the Department. Any such application shall provide a plan for service showing how existing local agency employees, fire apparatus, equipment, fire stations, facilities, and existing and contingent liabilities and revenue will be integrated into the Department upon membership approval. Addition of an agency to the Department shall require approval by the governing boards of all Member Agencies. After finding the application complete, the Department may require such contributions and conduct such investigations as it may deem appropriate as a condition of application and/or approval of any additional Member Agency, including the possible modification of Agreement Section 6.9, if any."

The only additional changes would be introductory text within the Agreement's recitals that provide the chronology of the prior amendments to the JPA Agreement and indicating that the newly amended Agreement would supersede prior renditions of the JPA Agreement.

## **BACKGROUND**

On September 11, 2018, the City Councils of Belmont, Foster City, and San Mateo passed and amended the JPA agreement establishing the San Mateo Consolidated Fire Department. At the March 14, 2022 Fire Board Retreat, Staff and the Fire Board of Directors agreed to review the agreement on a regular basis and discussed potential amendments. Recommendations discussed include adding language that

specifically defines the Chief Administrative Officer (CAO) position, language that addresses inter-agency fee offsets, and clarifying the language regarding the addition of perspective new members.

### **ANALYSIS**

The Board agreed that no additional language is necessary at this time to further define the CAO role.

The Board agreed that the success of SMC Fire is directly related to the collaborative process between the Member Agencies and the Department. To support and enhance collaboration, it is recommended that language be added to the JPA Agreement eliminating cost recovery between Member Agencies and the Department for those fees, fines, and permits requiring minimal or no staff time.

By recommendation from the Legal Counsel, the Board agreed that additional clarifying language to Section 13 of the JPA Agreement was needed to more specially define the actions required to ensure due diligence when consideration is being given to a perspective new member.

Pursuant to Section 20 of the JPA Agreement, the proposed amendments must be ratified by each of the Member Agencies. Accordingly, following approval of the amendments by the Department Board, the proposed Amended JPA Agreement would be sent to each Member Agency so that their governing bodies could add the matter to their agendas and conduct public meetings to confirm their approval of the amendments. Once all three Member Agencies have ratified the amendments, they would then be effective.

### **FISCAL IMPACT**

There is no fiscal impact for taking this action.

### **ATTACHMENTS**

- A. Resolution
- B. Amended JPA Agreement

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT APPROVING A SECOND AMENDED JPA  
AGREEMENT**

---

WHEREAS, on November 22, 2017, the San Mateo Consolidated Fire Department's ("Department") member agencies entered into the Joint Powers Authority ("JPA") Agreement establishing the San Mateo Consolidated Fire Department; and,

WHEREAS, on September 11, 2018, the City Councils of Belmont, Foster City and San Mateo passed an Amended JPA Agreement establishing the San Mateo Consolidated Fire Department; and,

WHEREAS, at the March 14, 2022 Fire Board Retreat, Staff and the Fire Board of Directors agreed to review the JPA Agreement on a regular basis and discussed potential amendments; and,

WHEREAS, Department Staff, in consultation with Department General Counsel, have identified suggested amendments to the current JPA Agreement; and,

WHEREAS, among other things, those amendments clarify the procedures that would apply if an additional public entity would apply for membership to the Department JPA, as well as clarifying the handling of nominal inter-agency fee offsets amongst the JPA Member Agencies; and,

WHEREAS, these amendments have been incorporated into a Second Amended Joint Powers Agreement, which shall supersede the prior Amended JPA Agreement (incorporated herein by reference) and shall become effective upon its ratification by each of the JPA Member Agencies.

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

1. Approve the proposed amendments to the current JPA Agreement, as set forth in the Second Amended JPA Agreement; and,
2. Recommend that each of the Department's Member Agencies approve the Second Amended JPA Agreement, which shall become the operative JPA Agreement for the Department upon its ratification by the Member Agencies; and,
3. Authorize Department Staff to take any actions necessary or incidental to finalizing and executing the Second Amended JPA Agreement upon its approval or revision by the JPA 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 25<sup>th</sup> day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

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

APPROVED AS TO FORM:

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

## **SECOND AMENDED JOINT POWERS AGREEMENT**

### **ESTABLISHING THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

This Second Amended Joint Powers Agreement (Agreement) is dated \_\_\_\_\_, 2022  
September 11, 2018 and is entered into by the City of San Mateo (San Mateo), the City of Foster City/Estero Municipal Improvement District (Foster City), and the Belmont Fire Protection District (Belmont), each duly organized and existing in the County of San Mateo, State of California under the constitution and laws of the state and individually or collectively called Member Agencies.

#### **RECITALS**

This Joint Powers Agreement is predicated upon the following:

- A. The Joint Exercise of Powers Act (Government Code Section 6500 et seq., the Act) provides that two (2) or more public agencies may by agreement jointly exercise any power common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the Agreement.
- B. The Member Agencies each have the authority to deliver fire suppression, fire prevention, investigation, rescue, and emergency medical services within their respective jurisdictions.
- C. The Member Agencies, desirous of improving the quality and level of Fire and Emergency Medical Services within their communities through the sharing of resources and expertise hereby establish a Joint Powers Authority entitled the San Mateo Consolidated Fire Department (Department) with the goal of commencing operations on or about four (4) months after CalPERS approves pension contract.
- D. San Mateo, Foster City and Belmont established the Joint Powers Authority by entering into a Joint Powers Agreement dated November 22, 2017. Those agencies ~~propose subsequently amended to amend that the original Joint Powers agreement Agreement as provided in this Amended Joint Powers Agreement on September 11, 2018. The Department's Member Agencies now hereby enter into this Second Amended Joint Powers Agreement, which shall supersede the Original and First Amended Joint Powers Agreements and become the governing Joint Powers Agreement for the San Mateo Consolidated Fire Department~~

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

## **SECTION 1 - PURPOSE**

The Joint Powers Authority is authorized in order to:

1. Enhance the quality of Fire and Emergency Medical Services, as defined at Section 2.14, and to better utilize available resources;
2. Manage, operate, and maintain Joint Facilities, as defined in Section 2.18, and to implement the financing, acquiring, and construction of additions and improvements to the Joint Facilities for the Service Area, as defined in Section 2.24;
3. Coordinate the respective Member Agencies' delivery of these services within their jurisdictions to achieve the most efficient and effective delivery system possible to the benefit of all communities involved; and
4. Issue and repay Bonds of the Department.

## **SECTION 2 - DEFINITIONS**

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

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

issuance of bonds to finance needed public facilities or services.

- 2.9 "City Council" means City Council or Board of any Member Agency.
- 2.10 "Commencement Date" means the date upon which all Member Agencies have voted to commence operations of the Department. Prior to the Member Agencies voting to commence operations, the Department shall have successfully negotiated pension and health care contracts for its employees, obtained workers' compensation and liability insurance in amounts approved by the Board, agreed with the Member Agencies upon the terms and conditions pursuant to which the Department will occupy and use the Joint Facilities, agreed with the Member Agencies upon the transfer of Fire Equipment, agreed with the Member Agencies upon the responsibility for any legacy costs and on-going obligations, and determined the terms and conditions pursuant to which the Department shall employ Department personnel.
- 2.11 "County" means the County of San Mateo, State of California.
- 2.12 "Department" means the joint powers authority established by this Agreement as authorized by Government Code Section 6503.5 and identified as San Mateo Consolidated Fire Department.
- 2.13 "Department Personnel" means those Department employees providing the administrative, fire, emergency medical, and disaster preparedness services on behalf of the Department.
- 2.14 "Fire and Emergency Medical Services" means the provision of fire suppression, prevention, investigation, rescue, training, public education, disaster preparedness, emergency medical services, hazardous materials responses, and directly related activities.
- 2.15 "Fire Equipment" means all fire apparatus and other fire equipment, emergency response vehicles and equipment and all other equipment commonly in use by the Department, together with replacements thereof and additions thereto.
- 2.16 "Fiscal year" means the period from July 1st to and including the following June 30th, or such other period as the Board may specify by resolution.
- 2.17 "Foster City" means the City of Foster City/Estero Municipal Improvement District, a municipal corporation and general law city duly organized and existing in the County under the constitution and laws of the State of California.
- 2.18 "Joint Facilities" means the existing fire stations, office space, and training grounds owned by the Member Agencies, but leased to, managed, operated, or used by the Department and any additional facilities acquired by the Department.
- 2.19 "Life Safety Risk" means failure to meet the industry performance standards in response to the threats, hazards and risks in the community, as defined by the Center

on Public Safety Excellence.

- 2.20 "Member Agency" or "Member" means any public agency which is a signatory and party to this Agreement.
- 2.21 "Mutual Aid Agreements" means those existing and future agreements between public agencies, including the State, which have been developed to ensure a comprehensive and effective response to fires, disasters, and medical calls within the jurisdictions of the Member Agencies and other fire, disaster, and medical emergencies.
- 2.22 "San Mateo" means the City of San Mateo, a municipal corporation and charter city duly organized and existing in the County under the constitution and laws of the State.
- 2.23 "Secretary" means the Secretary of the Department, the official custodian of all records of the Department.
- 2.24 "Service Area" means the combined aggregate jurisdictional service areas of the Member Agencies as they now exist and as they may hereafter be modified by annexation of territory to or exclusion of territory from the boundaries of the Member Agencies.
- 2.25 "State" means the State of California.
- 2.26 "Treasurer" means the Treasurer of the Department, responsible for maintaining all financial records on behalf of the Department and acting as Controller for the Department and performing all such functions such as disbursement of revenues, payment of outstanding obligations of the Department, and other similar functions.

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

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

Commission (LAFCO) stating the facts required to be stated pursuant to subdivision (a) of Government Code Section 53051.

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

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

#### **SECTION 5 - POWERS AND OBLIGATIONS OF DEPARTMENT**

5.1 General Powers. As authorized by California law, including California Government Code Sections 6502, the Department shall have the power in its own name to exercise any and all common powers of its Member Agencies, including common sovereign powers, reasonably related to the purposes of the Department, including, but not limited to, the powers to:

- (a) Seek, receive, and administer funding from any available public or private source, including grants or loans under any available Federal, State and local programs for assistance in achieving the purposes of the Department;
- (b) Incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Mello-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Member Agencies and such other evidences of indebtedness, subject to the limitations herein;
- (c) Raise revenue, to levy and collect taxes and assessments, rates, fees, and charges;
- (d) Contract for the services of necessary consultants;
- (e) Make and enter into other contracts;
- (f) Employ agents, officers, and employees;
- (g) Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements deemed necessary by the Board, including fire stations and equipment;
- (h) Acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, lease,

lease-purchase, license, or \$ale;

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

## **SECTION 6 - BOARD OF DIRECTORS**

- 6.1 Governing Board. The Department shall be governed by a Board of Directors ("Board"), appointed per Section 6.2, consisting of one (1) voting representative and one (1) alternate from each Member Agency. Alternates shall serve in the absence of the Board Member for the agency they represent. Alternates have no voting power other than when serving for an absent Board Member.

- 6.2 Qualifications. The Board shall be composed exclusively of elected members from the governing boards of the Member Agencies. The governing board of each Member Agency shall appoint its representatives and shall fill any vacancies should a representative of such Member Agency cease to serve as a Board Member for any reason. A Board vacancy will occur when a representative is no longer serving as a member of the governing board of a Member Agency.
- 6.3 Board Officers. The Board shall annually select one (1) of its members to serve as Chair and one (1) member as Vice Chair.
- (a) If the Chair is unable to continue serving on the Board, then the Vice Chair shall become Chair. A new Vice Chair will then be selected from another Member Agency.
  - (b) If the Vice Chair is unable to continue serving on the Board, a new Vice Chair will be selected.
  - (c) The Chair shall preside over all meetings of the Board and perform such other duties as may be imposed by the Board in accordance with law and this Agreement.
  - (d) The Vice Chair shall preside over all meetings of the Board in the Chair's absence and perform such other duties as may be imposed by the Board in accordance with law and this Agreement when the Chair is absent.
- 6.4 Additional Officers and Consultants. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member Agency or of the Department. The Board may also retain such other consultants or independent contractors as may be deemed necessary or appropriate to carry out the purposes of this Agreement.
- 6.5 Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Department shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Department in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond or bonds shall satisfy the requirements of this paragraph and shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Department. If it is prudent to do so, the Department may procure a blanket bond on behalf of all such officers and persons.
- 6.6 Subcommittees. The Board may create permanent or ad hoc subcommittees to give advice to the Board on such matters as may be referred to such subcommittee by the Board. Qualified persons shall be appointed to such subcommittees by the Board and each such appointee shall serve at the pleasure of the Board. All regular, adjourned and special meetings of such subcommittees

shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et seq., as it now exists or may hereafter be amended, and all other applicable law.

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

California Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

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

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

- 7.1 Powers and Duties. In addition to the powers and duties set forth elsewhere in this Agreement, the Board of Directors shall have the following powers and duties to:

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

public agencies established for similar purposes in pursuing the common purposes set forth above;

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

## **SECTION 8 - OPERATIONS AND FACILITIES**

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

## **SECTION 9- EMPLOYEE RELATIONS**

- 9.1 Status of Employees of the Department. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of employees of the Department when performing their respective functions within the territorial limits of a Member Agency shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of

the California Government Code, commencing with Section 6500. However, none of the employees of the Department shall be deemed to be employed by any Member Agency or to be subject to any of the requirements of such Member Agency by reason of their employment by the Department.

9.2 Employee Relations. The Department shall maintain, as necessary, Employer-Employee Relations Procedures, Personnel Rules and Regulations applicable to the Department.

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

## **SECTION 10 - FIRE CHIEF OF THE DEPARTMENT**

10.1 Powers and Duties. The Fire Chief shall have the following powers, responsibilities and duties:

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

- (j) Appoint a qualified employee of the Department or one (1) of the Member Agencies as Secretary.

## **SECTION 11 - INSURANCE AND LIABILITY**

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

## **SECTION 12 - PENSION INTEGRITY**

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

- (b) If the Department contracts with CalPERS for retirement benefits, to be responsible for its proportionate share, in accordance with the allocation in Section 14.2, of the Department's CalPERS liabilities incurred during the Member Agency's membership in the Department;
  - (c) To execute an agreement with CalPERS, which may include an agreement in accordance with Government Code Section 20573, to assume the Member Agency's proportionate share of CalPERS liability as expressed in (b)(2) should the Member Agency terminate its membership or the Department terminates.
- 12.3 If requested to do so by CalPERS, the original Member Agencies agree to execute the agreement in 12.2(c) concurrent with CalPERS executing an agreement with the Department for retirement benefits.

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

Any local agency may apply for membership to the Department. Any such application shall provide a plan for service showing how existing local agency employees, fire apparatus, equipment, fire stations, facilities, and existing and contingent liabilities and revenue will be integrated into the Department upon membership approval. Addition of an agency to the Department shall require approval by the governing boards of all Member Agencies. After finding the application complete, The Department may require such contributions and conduct such investigations, as it may deem appropriate as a condition of application and/or approval of any additional Member Agencies, including the possible modification of Agreement Section 6.9, if any.

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

- 14.1 Records and Accounts. The Department shall cause to be kept accurate and correct books of account, showing capital costs (if any), special services costs, and maintenance and operation costs of the Department. The Department shall maintain accurate and correct books of account showing all Department personnel costs and the costs of maintenance and operation of the Fire Equipment and Joint Facilities, including liability, casualty and workers' compensation insurance and a reasonable depreciation reserve for capital items. The afore described books and records shall be open to inspection at all times during normal business hours by Member Agencies.
- 14.2 Allocation of Expenses. Until changed by mutual agreement of the Member Agencies, the costs and expenses in the approved budget shall be allocated sixty percent (60%) to City of San Mateo and twenty percent (20%) each to Foster City and Belmont.
- 14.3 Inter-Agency Fee Offsets. Nominal fees and fines, not requiring significant staff work and processing time, should not be charged between the Department and the Member Agencies.

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

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

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

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

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

- 17.1 Termination and Dissolution Prior to Commencement Date. When the conditions enumerated in Section 2.10 are satisfied, the Board shall adopt a resolution certifying this fact to the Member Agencies and asking the Member Agencies to approve commencement of operations on a certain date. The governing boards of the Member Agencies shall have forty-five (45) days from the adoption of the resolution to approve commencement of operations. Upon approval of the governing boards of all Member Agencies, the Department shall commence operations. If, on the other hand, the governing boards of all Member Agencies do not approve commencement of operations within forty-five (45) days, the Board shall expeditiously wind down the affairs of the Department, and upon completion, shall dissolve the Department and terminate the Agreement.
- 17.2 Termination, Dissolution and Disposition of Assets After Commencement Date. After the Commencement Date, this Agreement may be terminated, and the Department dissolved upon the approval by the governing boards of all Member Agencies. Upon termination of this Agreement and dissolution of the Department, property owned by the Member Agencies shall, at that point, no longer be available for use by the Department. Department funds shall first be used to pay expenses, debts, liabilities and obligations of the Department and then allocated based upon the funding formula then current under Section 14.2 above. The

proportionate shares of any assets, equipment or supplies owned by the Department shall be returned to the Member Agencies calculated using that same formula; however; if the Member Agencies are unable to agree on how to distribute some or all of the Department's non-monetary assets, the disputed assets shall be sold and the proceeds distributed according to the formula described in Section 14.2. Funds in a depreciation reserve account of Member Agencies subject to the cost allocation formula under Section 14.2 shall be considered an asset of the Department for purposes of this Section.

### **SECTION 18 - CAPITAL ASSETS**

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

### **SECTION 19- FISCAL RESPONSIBILITY**

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

### **SECTION 20 - AMENDMENT**

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

### **SECTION 21 - NOTICE**

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

### **SECTION 22 -ATTORNEY'S FEES**

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

incurred in the proceeding.

### **SECTION 23 - SEVERABILITY**

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

### **SECTION 24 - SUCCESSORS**

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

### **SECTION 25 - ASSIGNMENT AND DELEGATION**

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

### **SECTION 26 - COUNTERPARTS**

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

### **SECTION 27 - INTEGRATION**

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

### **SECTION 28 - EXECUTION**

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have set their hands the day and year first herein above written/

**CITY OF SAN MATEO**

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

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

By: \_\_\_\_\_  
Mayor/President

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City/District Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City/District Legal Counsel

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Clerk/District Secretary

**BELMONT FIRE PROTECTION DISTRICT**

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

By: \_\_\_\_\_  
District/City Manager

APPROVED AS TO FORM:

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

ATTEST:

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

District Secretary