



Agenda

**San Mateo Consolidated Fire Department
Board of Directors
Regular Meeting
Wednesday, May 21, 2025 – 5:30 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. Department officials and members of the public are invited to attend and give public comment either in person or via teleconference. Comments may also be submitted prior to the meeting by email to: nmorales@smcfire.org

To Attend in-person

2121 S. El Camino Real, Building D, San Mateo

To Observe and Participate via Video Teleconference

Register in advance for this Zoom webinar:

https://us06web.zoom.us/webinar/register/WN_bX8BpossRNa2mPLxAPePgg

1. OPENING

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

2. AGENDA CHANGES

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

3. PUBLIC COMMENT

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

4. PRESENTATIONS

- [4.1](#) Proclamation honoring Deputy Fire Chief Robert Marshall on his retirement.

5. CONSENT

- [5.1](#) Approval of Fire Board Meeting Minutes from April 29, 2025.
- [5.2](#) Report from Closed Session of April 29, 2025.
- [5.3](#) Adopt a resolution authorizing a change order in the amount of \$62,000 for a total contract amount not-to-exceed \$161,000 for AllStar Fire Equipment, Inc. for fiscal year 2024-25.

6. NEW BUSINESS

- [6.1](#) Adopt a resolution approving a supplemental budget appropriation to Fiscal Year 2024-25 General Fund operating budget and approve the Fiscal Year 2025-26 Operating Budget.
- [6.2](#) Adopt a resolution approving a 3% salary increase for the positions of the Fire Chief and Deputy Fire Chief effective July 6, 2025.
- [6.3](#) Adopt a resolution approving a new agreement with the City of San Mateo for Finance and Human Resources services for a five-year term ending on June 30, 2030.
- [6.4](#) Adopt a Resolution to amend the Memorandum of Understanding with the San Mateo County Firefighters, Local 2400 International Association of Firefighters (IAFF 2400), for a term through June 30, 2028.

7. OLD BUSINESS

- [7.1](#) Second reading of Ordinance No. 2025-01, updating the San Mateo Consolidated Fire Department Fire Code – 2nd Public Hearing
- [7.2](#) Second reading of Ordinance No. 2025-02, adopting the Local Responsibility Area (LRA) fire hazard severity zone map as recommended by the California State Fire Marshal – 2nd Public Hearing.

8. REPORTS AND ANNOUNCEMENTS

- 8.1 Board Members and Department Management Staff will have an opportunity to make announcements.
- 8.2 Operations Update (*verbal only*)
- 8.3 Community Risk Reduction Update (*verbal only*)
- 8.4 Fire Chief Update (*verbal only*)

9. ADJOURNMENT

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

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

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

Resolution of Appreciation & Gratitude for Deputy Fire Chief Robert Marshall

WHEREAS, The Board of Directors of the San Mateo Consolidated Fire Department desires to commemorate and honor the career and accomplishments of its Deputy Fire Chief, Robert Marshall; and,

WHEREAS, Robert Marshall began his fire service career with both the Lawrence Berkeley National Laboratory and Humboldt Fire District #1 as a Firefighter; and,

WHEREAS, Robert Marshall became a Fire Inspector and Chief of Emergency Planning and Preparedness with North County Fire Authority in 2000; and,

WHEREAS, Robert Marshall was hired as Deputy Fire Marshal with the City of Gilroy in 2007; and,

WHEREAS, Robert Marshall was hired as a Fire Inspector with Contra Costa Fire Protection District in 2009; and,

WHEREAS, Robert Marshall earned his bachelor's degree in Fire Science Management at the American Public University in Charlestown, West Virginia in 2010; and,

WHEREAS, Robert Marshall became Fire Prevention Captain with Contra Costa Fire Protection District (ConFire) in 2011; and,

WHEREAS, Robert Marshall promoted to Fire Marshal and Public Information Officer for ConFire in 2014; and,

WHEREAS, Robert Marshall joined the Belmont, Foster City, San Mateo Fire Departments as Fire Marshal in 2018; and,

WHEREAS, Robert Marshall became President of the California Fire Prevention Institute (CFPI) in 2020; and,

WHEREAS, Robert Marshall became Interim Division Chief where he oversaw Prevention, OES, and Fire Administration in 2021; and,

WHEREAS, Robert Marshall was promoted to the position of Deputy Fire Chief of Community Risk Reduction and Fire Administration in 2022; and,

WHEREAS, Robert Marshall holds numerous certifications which include Fire Marshal, Hazardous Materials Technician/Specialist, Fire Officer, Fire Prevention Officer 1/2/3, Fire Instructor 2, Master Instructor, Fire Investigator 1, Firefighter 1, Driver Operator 1, Public Education Officer 1, Rope Rescue Technician 2, and CSTI Crisis Communicator/PIO; and,

WHEREAS, Robert Marshall participated in multiple Department, City, County, Regional, & National Committees, and co-chaired the Committee that established the new California Wildland Urban Interface Code; and,

WHEREAS, Robert Marshall retired on March 28, 2025, after dedicating over 34 years to public safety.

NOW, THEREFORE, BE IT RESOLVED that the San Mateo Consolidated Fire Department Board of Directors hereby unanimously express, on behalf of the San Mateo Consolidated Fire Department and the residents and businesses of the Cities of Belmont, Foster City, and San Mateo which it serves, its deepest appreciations and gratitude to Deputy Fire Chief Robert Marshall for his dedicated and distinguished public service.

Julia Mates, Fire Board President ~ Dated May 21, 2025



Meeting Minutes
San Mateo Consolidated Fire Department
Board of Directors Regular Meeting
Tuesday, April 29, 2025 – 5:30 P.M.
Hybrid Remote Teleconference Meeting
2121 S. El Camino Real, Building D, San Mateo

1. OPENING

The meeting was called to order at 5:31 p.m. by Board Chair Mates

1.1. Call to Order & Determination of a Quorum

1.2. Pledge of Allegiance

1.3. Roll Call

Board Members Present: Newsom, Jimenez, Mates

Board Members Absent: None

2. AGENDA CHANGES

None

3. PUBLIC COMMENT

None

4. PRESENTATIONS

Item 4.1 Assembly Bill 2561 Public Hearing on Vacancies and Recruitment and Retention Efforts

Presented by Human Resources Director Aracelia Esparza. The presentation focused on Assembly Bill 2561, which requires an annual workforce report before budget approval and included an overview of staffing, recruitment, and retention trends. As of February 24, 2025, the department maintained a 4.9% vacancy rate, later reduced to 3.7% as of April 1, well below the 20% threshold requiring state notification. The department filled 15 positions in 2024 and currently has 8 vacancies, primarily in Operations, Community Risk Reduction, and Administration.

It was noted that internal-only recruitments are filled more quickly (averaging 60 days) than those open to external candidates (130 days). The recruitment process was summarized, and recent challenges were highlighted, including limited HR staff, difficulty recruiting for specialized positions, and delays in hiring steps. The HR team proposed solutions such as increasing HR staffing, streamlining hiring processes, targeting hard-to-fill roles, building external partnerships, and launching a formal employee recognition program. These initiatives are expected to improve both recruitment and retention, which has already been strong—2024 saw no involuntary separations, with a 33% turnover rate attributed largely to retirements and voluntary departures for personal or career reasons.

Board members praised the department's performance and supported the proposed efforts. Questions

were raised regarding the need for outside consultants, but staff indicated most initiatives could be managed in-house with some benchmarking and employee feedback.

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

5. CONSENT

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

6. NEW BUSINESS

Item 6.1 Introduce Ordinance No. 2025-01, updating the San Mateo Consolidated Fire Department Fire Code – 1st Public Hearing

Fire Marshal Workman provided a brief overview of the staff report for approval. Ordinance No. 2025-01, proposed updates to the San Mateo Consolidated Fire Department's Fire Code. This update incorporates new Local Responsibility Area (LRA) fire hazard severity zone maps released by the California State Fire Marshal in February. The ordinance also modifies existing language to include "moderate" fire severity zones in areas affected, specifically within San Mateo and Belmont.

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

Items 6.2 Introduce Ordinance No. 2025-02, adopting the Local Responsibility Area (LRA) fire hazard severity zone map as recommended by the California State Fire Marshal – 1st Public Hearing

The second item, Ordinance No. 2025-02, was closely related and involved formal adoption of the new LRA Fire Hazard Severity Zone Map. General Counsel Schwarz clarified that while both items were linked and shared a staff report, they are separate ordinances due to legal requirements. The prior ordinance updated the code language, while this ordinance adopts the map itself. A minor typographical error was noted in the ordinance regarding the date of the second reading—it will occur at the next board meeting on May 21, 2025, not April 29. The department may choose to designate areas within jurisdiction with higher—but not lower—severity levels than those recommended by the state.

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

Item 6.3 Receive a preview and provide feedback on the proposed fiscal year 2025-26 budget.

Budget Manager Halcon provided a PowerPoint presentation, and key points included:

- General Fund Overview:
 - Proposed revenues: \$52.8 million (7.4% increase)
 - Proposed expenditures: \$51.9 million (6.1% increase)
 - Member agency contributions increasing by 8%
 - Ending projected fund balance: \$1.5 million
 - Moving toward reserve policy target of \$6.1 million
- Fire Protection & Life Safety Fund:
 - Proposed revenues: \$3.6 million (6.5% increase)

- Proposed expenditures: \$3.8 million (5% increase)
- New costs include the HR/Finance contract and office space lease
- Starting balance: \$1 million; projected to end at \$800,000
- One fire inspector position will remain unfunded to maintain a balanced budget; may be funded once revenue projections improve
- Vehicle & Equipment Replacement Fund:
 - Revenues from internal collections (General Fund + Life Safety Fund)
 - Revenues remain flat to avoid strain on operations
 - Fund balance expected to grow to \$6 million over several years
 - Ensures capacity to purchase multiple fire trucks and engines in future years

Board members raised questions regarding the unfunded fire inspector position, asking why fee increases weren't used to cover the role. Staff clarified that fees were recently adjusted, but conservative revenue projections and timing are factors in holding off on filling the position. It remains authorized and can be reactivated if service demands increase. Additional discussion focused on the sustainability of the proposed 8% increase in member agency contributions, which is significantly higher than the historical 3–4.5%. Staff acknowledged this concern, attributing the increase to labor negotiations and regional salary competition, and emphasized the importance of long-term planning. The model remains one of the most cost-effective in the region, and future budget strategies may require more creative approaches to ensure financial stability.

Staff will incorporate board feedback into the proposed FY 2025–26 budget and return in May with the final draft for review and potential approval. No formal action was taken at this meeting, as the item was informational and intended to preview the upcoming budget. Continued communication with member agencies will take place to ensure alignment ahead of the final budget presentation.

7. REPORTS AND ANNOUNCEMENTS

Vice Chair Newsom reported on the April 16 County Department of Emergency Services JPA meeting, highlighting concerns about reduced County funding for Hazmat services, with over a third of the budget potentially unfunded next fiscal year. The aging Hazmat truck, now over 20 years old, is due for replacement, but procurement delays could push delivery up to five years, with uncertainty around potential state requirements for an electric vehicle. New state staffing guidelines may require eight full-time personnel on call, increasing costs if mandated. Although Hazmat falls under County jurisdiction, Newsom stressed its direct impact on the department. The Fire Chief responded that the County is responsible for the truck's replacement and noted that staffing changes are not yet mandated; if they are, associated costs would be borne by the County. He added that Battalion Chief Jeff Thorne is well-prepared to manage these issues.

Vice Chair Newsom thanked the department for its participation in two recent events: the Red Cross Sound the Alarm event and the County Wildfire Expo. Both were reportedly successful and well-received by the community.

Fire Chief provided a verbal update. Some highlights include:

- We participated in the Sound the Alarm event, with Engine 24 representing the department. Participation in events like the San Bruno town hall and the County Expo was also acknowledged.
- Deputy Chiefs Agresti and Mackintosh were introduced as they settle into their new roles.
- Firefighter Tim Galvan was promoted to Fire Captain.
- Three new firefighters have joined the department and are performing well.

- Thirteen new CERT (Community Emergency Response Team) members graduated last week.
- Departmental statistics are tracking at typical levels for the time of year.
- A 1997 Hi-Tech fire truck and a 2001 Hi-Tech Spartan fire engine were donated to the Bomberos de Guatemala. The donation coincided with the department's acquisition of new ladder trucks and addressed challenges sourcing parts for older apparatus. It was noted that California regulations make maintaining older equipment increasingly difficult. The donated vehicles will be transported to Guatemala via Long Beach.
 - The Board acknowledged the value of this international donation and suggested it receive more visibility through the department's social media channels once officially announced.

8. PUBLIC COMMENT ON CLOSED SESSION ITEMS

None

9. CLOSED SESSION

The Fire Board adjourned to Closed Session at 6:16 p.m. General Counsel Schwarz reported out from Closed Session, indicating that a written report describing any reportable action will be prepared and will be included in the meeting packet for the next Board meeting.

10. ADJOURNMENT

The Board meeting was adjourned at 7:22 p.m.

William D. Ross
David Schwarz
Kypros G. Hostetter
Christina Bellardo

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File No: 19/55

May 15, 2025

VIA E-MAIL

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

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire
Department Regular Board Meeting of April 29, 2025

Dear Chair Mates and Board Members:

This communication sets forth reportable action of the Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”), consistent with the provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*) resulting from the Department’s Closed Session of the April 29, 2025, Regular Board Meeting, consistent with Government Code Section 54957.1.

Board Chair Mates called the Meeting to order at 5:31 p.m. Having convened the Meeting in Open Session and receiving no public comments on Closed Session matters, the Board adjourned the Open Session and convened in Closed Session at 6:19 p.m.

There was one matter agendized for Department Closed Session consideration:

- 9.1 Conference with Labor Negotiators regarding Memorandum of Understanding pursuant to Government Code Section 54957.6
Agency Designated Representative(s): Yumi Maeda, Senior Human Resource Analyst, Aracelia Esparza, Human Resources Director, and Jeff Bailey, IEDA Consultant
Employee Organization(s): International Association of Firefighters, Local 2400 (IAFF Local 2400)

With respect to Closed Session Agenda Item No. 9.1., there was discussion and consideration of various proposals in connection with the ongoing labor negotiations and

The Honorable Julia Mates, Chair
and Members of the Fire Board
San Mateo Consolidated Fire Department
May 15, 2025
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direction given by the Board regarding those items. Except as stated, there was no reportable action consistent with Government Code Section 54957.6 and the attorney-client privilege.

The Closed Session concluded at 7:22 p.m., where it was indicated by Department General Counsel that a written report upon return consistent with Government Code Section 54957.1 would be prepared.

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

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

Very truly yours,

David Schwarz
Deputy General Counsel

cc: Matt Turturici, Deputy Chief
Alex Khojikian, Department Chief Administrative Officer
Nicole Morales, Business Manager



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Matt Turturici, Fire Chief

Meeting Date: May 21, 2025

Subject: AllStar Fire Equipment Purchase Order – Change Order No. 3

RECOMMENDATION

Adopt a resolution authorizing a change order in the amount of \$62,000 for a total contract amount not-to-exceed \$161,000 for AllStar Fire Equipment, Inc. for the purchase of fire suppression equipment, safety gear, and flow testing for the remainder of fiscal year 2024-25.

BACKGROUND

The San Mateo Consolidated Fire Department's Purchasing Procedures require Board approval for purchases exceeding \$100,000. Staff has been monitoring expenditures associated with AllStar Fire Equipment, Inc., and based on what was expended, staff anticipates an additional \$62,000 in costs for a total amount not-to-exceed \$161,000 in purchases for the remainder of fiscal year 2024-25.

ANALYSIS

AllStar Fire Equipment, Inc. is a long-standing and reliable vendor that supplies SMC Fire with essential fire suppression equipment, safety gear, and services such as flow testing. These items are critical for ensuring firefighter safety and supporting daily operations.

To date, SMC Fire has approximately \$62,000 in outstanding invoices from AllStar Fire Equipment that have not yet been processed against the existing purchase order. An unanticipated switch in suppliers for the department's new and 10-year turnout replacement program resulted in more than \$75,000 in unanticipated costs with AllStar. SMC Fire is testing PFAS ("forever chemicals")-free gear along with San Francisco Fire Department (SFFD) and the International Association of Fire Fighters (IAFF) to reduce cancer risk and the vendor we intended to use for the purchase does not supply the desired protective equipment. This change has brought the department's expenditures close to the current not-to-exceed purchase order amount. Staff is requesting a \$62,000 increase to the purchase order to ensure adequate funding for all purchases through the end of the fiscal year 2024-25. The increase will bring the total not-to-exceed amount to \$161,000.

While this represents a significant increase over last year's AllStar expenditures (which totaled \$40,719.47), the department has simultaneously reduced spending with its other primary vendor, L.N. Curtis. Last fiscal year, the department spent \$361,114.47 with LN Curtis. As of this fiscal year, expenditures total \$194,294.97 which is a decrease of \$166,819.50.

FISCAL IMPACT

The adopted 2024-25 budget includes appropriations for the various purchases; thus, no additional budget appropriations are required.

ATTACHMENTS

- A. Resolution
- B. Draft Change Order No. 3

RESOLUTION NO. RES-2025-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING AN INCREASE TO THE PURCHASE ORDER FOR ALLSTAR FIRE EQUIPMENT, INC. FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$161,000 FOR FISCAL YEAR 2024-25

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved SMC Fire's Purchasing Procedure, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, AllStar Fire Equipment, Inc. is a long-standing and reliable vendor that provides essential fire suppression equipment, safety gear, and services such as flow testing, all of which are critical to ensuring firefighter safety and supporting the department's daily operations; and,

WHEREAS, staff has been monitoring expenditures with AllStar Fire Equipment, Inc. and anticipates an additional \$62,000 in necessary costs, resulting in a total projected expenditure not to exceed \$161,000 for fiscal year 2024-25; and,

WHEREAS, SMC Fire currently has approximately \$62,000 in outstanding invoices from AllStar Fire Equipment, Inc. that have not yet been processed against the existing purchase order; and,

WHEREAS, an unanticipated change in suppliers for SMC Fire's new and 10-year turnout replacement program resulted in over \$75,000 in unexpected costs with AllStar Fire Equipment, Inc., due to the original vendor's inability to supply PFAS-free protective gear; and

WHEREAS, SMC Fire is actively participating in testing PFAS-free gear in partnership with the San Francisco Fire Department and the International Association of Fire Fighters (IAFF) to reduce cancer risk, and this gear is only available from AllStar Fire Equipment, Inc.; and

WHEREAS, the requested purchase order increase will ensure adequate funding is available for required equipment and services through the end of fiscal year 2024-25.

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

1. Authorize a change order in the amount of \$62,000 for a total contract amount not-to-exceed \$161,000 for fiscal year 2024-25 with AllStar Fire Equipment.

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 21st day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



San Mateo Consolidated Fire Department

PROJECT

P.O. SAN MATEO CONSOLIDATED FIRE DEPARTMENT
SCON-0000604 Contract Change Order No. 3

Distribution: Purchasing Division, Department File, Contractor.

To: AllStar Fire Equipment, Inc. 12328 Lower Azura Rd. Arcadia, CA, 91006

Date: 5/21/25 You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on your contract.

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

DESCRIPTION OF WORK

San Mateo Consolidated Fire Department's FY 2024/2025 SCBA Regulators, Testing, and PPE.

The supplier contract was originally set up with a limit of \$54,000.00. An unanticipated switch in suppliers for the department's new and 10-year turnout replacement program resulted in more than \$75,000 in unanticipated costs with AllStar. The department is testing PFAS ("forever chemicals")-free gear to reduce cancer risk and the vendor we intended to use for the purchase does not supply the desired protective equipment. Staff is requesting a \$62,000 increase to the purchase order to ensure adequate funding for all purchases through the end of the fiscal year 2024-25. The increase will bring the total not-to-exceed amount to \$161,000. This increase will cover expenditures for the remainder of the fiscal year.

Total cost of change not to exceed

STATEMENT OF ACCOUNT

Original Contract Price \$54,000.00
Previous Change Orders \$45,000.00
Total to Date \$99,000.00

This Change Order \$62,000.00

Revised Contract Price \$161,000.00
Approved

By Alex Khojikian, Chief Administrative Officer

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

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

Accepted, Date _____
Contractor

By _____

Title _____

Signature _____

Department: San Mateo Consolidated Fire Department



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Karen Huang, Treasurer

Meeting Date: May 21, 2025

Subject: **FY 2024-25 Budget Amendments and FY 2025-26 Budget Adoption - Approval**

RECOMMENDATION

Adopt a resolution approving a supplemental appropriation of \$3.8 million to the Fiscal Year 2024-25 General Fund Operating Budget from the General Fund unassigned fund balance and a corresponding \$3.8 million increase to the General Fund revenue budget, and adopt a resolution approving the Fiscal Year 2025-26 Operating Budget.

BACKGROUND & ANALYSIS

Fiscal Year 2024-25 Budget Amendment – General Fund

Based on year-to-date results through March 2025, the General Fund is projected to break even for fiscal year (FY) 2024-25, with both revenues and expenditures estimated at \$52.9 million, \$3.8 million higher than the current budget.

The increase in revenues is primarily due to an estimated \$3.0 million in mutual aid deployment reimbursements and \$0.6 million in workers' compensation insurance reimbursements.

The increase in expenditures is largely due to \$3.0 million in reimbursable mutual aid overtime and \$0.8 million in additional overtime to meet minimum staffing requirements due to increased workers' compensation cases.

Table 1: General Fund - Budget vs Actuals Highlights (in millions)

Category	FY 2024-25 Revised Budget	FY 2024-25 Year-End Estimates	Favorable / (Unfavorable) Budget Variance
Total Revenues	\$49.1	\$52.9	\$3.8
Expenditures:			
Personnel Costs	43.0	46.8	(3.8)
Other Operating Expenses	6.1	6.1	-
Total Expenditures	\$49.1	\$52.9	\$(3.8)
Net Change to Fund Balance	-	-	-

The increase in expenditures will be offset by corresponding increases in revenues. As a result, the General Fund reserve is expected to remain unchanged at approximately \$1.3 million by the end of FY 2024-25.

To align the budget with actuals, staff recommend a supplemental appropriation of \$3.8 million to the FY 2024-25 General Fund operating budget, and a corresponding \$3.8 million increase to the General Fund revenue budget.

Fiscal Year 2025-26 Budget Adoption

At the April 29, 2025 Fire Board meeting, staff provided a presentation to the Fire Board and solicited public comment on the proposed FY 2025-26 budget. The proposed budget was delivered electronically to the Fire Board on **May 16, 2025** and was posted to the San Mateo Consolidated Fire Department’s website on **May 16, 2025**.

The department-wide proposed budget for FY 2025-26 totals \$55.9 million, which includes \$52.3 million for the General Fund and \$3.6 million for the Fire Prevention and Life Safety Fund (a fee-based cost recovery program). The 2025-26 budget will provide funding for core fire services at levels consistent with what the three member agencies relied on.

General Fund

For the FY 2025-26 proposed budget, General Fund revenues are projected at \$52.8 million and total expenditures are projected to be \$52.3 million, resulting in a net increase of \$0.5 million to the General Fund reserve. The fund is estimated to end the year with a reserve of \$1.8 million or 3.4% of the budgeted operating expenditures.

The proposed FY 2025-26 General Fund Operating Budget has been revised to reflect the scheduled salary increases outlined in the recently negotiated labor agreement.

Table 2: FY 2025-26 General Fund – Proposed Budget (in millions)

Category	FY 2023-24 Actuals	FY 2024-25 Year-End Estimates	FY 2025-26 Proposed Budget*
Total Revenues	\$49.7	\$52.9	\$52.8
Expenditures:			
Personnel Costs	43.0	46.8	46.1
Other Operating Expenses	6.1	6.1	6.2
Total Expenditures	\$49.1	\$52.9	\$52.3
Net Change to Fund Balance	\$0.7	\$ -	\$0.5
Fund Balance - Beginning	\$0.6	\$1.3	\$1.3
Fund Balance - Ending	\$1.3	\$1.3	\$1.8

*Note: The proposed operating budget does not include mutual aid overtime because the frequency and scale of deployments vary year to year. Mutual aid overtime costs and related revenues (reimbursements) are brought forward for Fire Board review and approval during the mid-year or year-end budget updates, when actual activity levels become available.

General Fund is primarily funded by contributions from member agencies, in accordance with the Joint Powers Authority (JPA): 20% Belmont, 20% Foster City, and 60% San Mateo. Table 3 shows the proposed member agency contributions for FY 2025-26:

Table 3: Member Agency Contributions

	FY 2025-26
<i>Belmont (20%)</i>	\$10,349,159
<i>Foster City (20%)</i>	\$10,349,159
<i>San Mateo (60%)</i>	\$31,047,477
Total Member Agency Contributions	\$51,745,795

Additional General Fund revenues are generated 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. These revenues help reduce the total required contributions from the three member agencies.

Following Fire Board approval of the proposed FY 2025-26 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 FY 2025-26 budget becomes final and adopted.

Fire Protection and Life Safety Fund

For the FY 2025-26 proposed budget, total revenues are projected to be \$3.6 million and total expenditures are projected to be \$3.6 million. As a result, the Fire Protection and Life Safety Fund will keep its fund balance at around \$1.0 million, or 27.8% of the budgeted operating expenditures.

To achieve a balanced budget, one Fire Inspector position will be defunded until revenues improve. Based on staff's assessment, this adjustment will not affect the operations next year.

Additionally, the FY 2025-26 budget includes allocated costs for the Finance and HR service contract, as well as 50% of the new office lease costs.

FISCAL IMPACT

For FY 2024-25, a budget appropriation of \$3.8 million to the General Fund revenue budget is needed to account for mutual aid reimbursement and workers' comp reimbursement revenues. A supplemental budget appropriation of \$3.8 million from the General Fund unassigned fund balance is needed to increase the General Fund operating budget.

For FY 2025-26, adoption of the accompanying resolution will appropriate \$52,264,552 of General Fund resources, and \$3,635,494 of Fire Protection and Life Safety Fund resources.

ATTACHMENTS

- A. Proposed Resolution: FY 2024-25 Budget Amendment
- B. Proposed Resolution: FY 2025-26 Budget Adoption

RESOLUTION NO. RES-2025-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A SUPPLEMENTAL APPROPRIATION OF \$3.8 MILLION TO THE GENERAL FUND OPERATING BUDGET FROM UNASSIGNED FUND BALANCE AND APPROVING AN APPROPRIATION OF \$3.8 MILLION TO GENERAL FUND REVENUE BUDGET

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors received an update on the fiscal year (FY) 2024-25 General Fund budget performance; and

WHEREAS, based on year-end estimates, FY 2024-25 General Fund expenditures are projected at \$52.9 million, exceeding the current budget by \$3.8 million; and

WHEREAS, this budget variance is primarily due to \$3.0 million in reimbursable mutual aid overtime costs and \$0.8 million in additional overtime required to meet minimum staffing levels due to increased workers' compensation cases; and

WHEREAS, these additional expenditures are fully offset by additional revenues of \$3.8 million, including mutual aid reimbursements and workers' compensation insurance recovery;

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

1. A supplemental appropriation of \$3.8 million for the FY 2024-25 General Fund operating budget from the General Fund unassigned fund balance is approved.
2. An appropriation of \$3.8 million to increase the FY 2024-25 General Fund revenue budget is approved.

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 21st day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

RESOLUTION NO. RES-2025-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT APPROVING THE 2025-26 BUDGET**

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors held a public hearing on the fiscal year 2025-26 budget; and,

WHEREAS, the budget required to operate and support SMC Fire is \$55,900,046 for the fiscal year beginning July 1, 2025 and ending June 30, 2026; and,

WHEREAS, unrecoverable costs in the approved budget are allocated between SMC Fire's three member agencies as prescribed in section 14.2 of the Joint Powers Authority (JPA) governing SMC Fire: 60% to City of San Mateo (\$31,047,477), 20% to Foster City (\$10,349,159), and 20% to the City of Belmont (also \$10,349,159).

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 \$52,264,552 in General Fund appropriations and \$3,635,494 in Fire Protection and Life Safety Fund appropriations for the fiscal year beginning July 1, 2025 and ending June 30, 2026, 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 21st day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Alex Khojikian, Chief Administrative Officer

Meeting Date: May 21, 2025

Subject: Compensation Update for the Fire Chief and Deputy Fire Chiefs

RECOMMENDATION

Adopt a resolution approving a 3% salary increase for the positions of the Fire Chief and Deputy Fire Chief effective July 6, 2025.

BACKGROUND

The Executive Command Staff positions of the Fire Chief and Deputy Fire Chief last received a salary increase on July 23, 2023. With the completion of the Battalion Chiefs Memorandum of Understanding on June 1, 2023, and its associated increases in salary, compaction issues have been presented that now need to be addressed.

ANALYSIS

Compaction for the positions of the Executive Command Staff Group should ideally be at a 10 to 15 percent range as a standard practice and to encourage promotional interest. A 3% salary increase to the Fire Chief and Deputy Chief positions is recommended effective July 6, 2025. This will get them closer to the lower end of the compaction range mentioned above. As adopted by the Board on November 19, 2024, the Business Manager position will receive an increase effective July 6, 2025, and will not require an adjustment at this time.

During the July 12, 2023, meeting, the Board discussed giving consideration to identify an automatic escalator that establishes a gap percentage between positions and eliminates the need for Board action with every salary increase of subordinate positions. It was agreed that options for such action can be presented to the Board at a future meeting.

FISCAL IMPACT

The estimated cost of the proposed increases is approximately \$27,000. No additional appropriation is required as the FY 2025-26 proposed budget has already included a 3% cost of living adjustment for these positions.

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2025-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT TO REVISE THE SALARY RANGE FOR
THE EXECUTIVE COMMAND STAFF POSITIONS OF FIRE CHIEF AND DEPUTY
FIRE CHIEF**

WHEREAS, the safety positions of the Fire Chief and Deputy Fire Chiefs are unrepresented Executive Command Staff positions within the Department; and,

WHEREAS, the Executive Command Staff positions of the Fire Chief and Deputy Fire Chief last received a salary increase on July 23, 2023; and,

WHEREAS, with the completion of the Battalion Chiefs Memorandum of Understanding on June 1, 2023, and its associated increases in salary, compaction issues have been presented that now need to be addressed; and,

WHEREAS, the Fire Chief and Deputy Chief positions will receive a 3% salary increase effective July 6, 2025.

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

1. Authorize the Compensation and Benefit Plans for the Fire Chief and Deputy Fire Chief employees to provide for a 3% salary increase effective July 6, 2025.

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 21st day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Matt Turturici, Fire Chief

Meeting Date: May 21, 2025

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

RECOMMENDATION

Adopt a resolution approving a new agreement with the City of San Mateo for Finance and Human Resources services for a five-year term ending on June 30, 2030.

BACKGROUND

Since inception, the San Mateo Consolidated Fire Department (SMC Fire) has contracted with the City of San Mateo (City) for Finance and Human Resources services. The existing agreement was last renewed in 2021 and is scheduled to end on June 30, 2026. In 2024, SMC Fire hired a DKG consultant to review the existing service model, analyze alternative options, and make recommendations for the optimal provision of Finance and Human Resources services.

Options analyzed included hiring Finance and Human Resources staff to work directly for SMC Fire, utilizing a hybrid model where some services were provided by SMC Fire staff and some were contracted out, and retaining the existing contract for services model. The analysis concluded that the optimal model, which balanced service effectiveness and efficiency with overall cost, was the contract for services model. The analysis also concluded that retaining this model and meeting SMC Fire's service needs would require additional staffing resources (2FTE's) be allocated from the City's Finance and Human Resources Departments.

On August 20, 2024, the SMC Fire Board approved the staff recommendation to proceed with rescoping the agreement with the City and implementing that agreement in advance of the end of the existing agreement. At the time, the additional cost of a new agreement with an expanded scope was anticipated to be in the range of \$300,000 to \$400,000 annually.

ANALYSIS

Under the newly proposed five-year agreement, the City will continue to provide Finance and Human Resources services to SMC Fire to ensure the continuity of operations. Core services remain similar to those provided in the current contract; however, the scope of services, as defined in Exhibit A of the draft agreement, has been revised to include greater detail and the cost of two additional FTE's. The proposed additional staffing resources and detail will deliver better service levels and sets expectations between the SMC Fire and the City. Additionally, the service model for the City's Finance Department was adjusted to

provide for a single point of contact for SMC Fire, which will create greater operational efficiency for finance-related issues. The amended scope of services also includes Finance Director and Human Resources Director oversight of their respective service responsibilities.

FISCAL IMPACT

The cost of the new agreement with the City will be \$1,139,000 in fiscal year 2025-26. This is an increase of \$265,930 over the fiscal year 2025-26 amount in the current contract. The additional cost break down for FY25/26 for each of member agencies is as follows: City of San Mateo: \$159,558; City of Belmont: \$53,186; City of Foster City: \$53,186. This increase is already reflected in the proposed FY 25/26 budget for SMC Fire. This increase is below the estimate provided in the initial analysis and aligns expectations between SMC Fire and the City with respect to service delivery.

The cost for each year of the agreement, which increases 4% annually, is as follows:

Fiscal Year (FY) 2025-26:	\$1,139,000
FY 2026-27:	\$1,184,600
FY 2027-28:	\$1,231,900
FY 2028-29:	\$1,281,200
FY 2029-30:	\$1,332,500

ATTACHMENTS

- A. Resolution
- B. Draft Agreement
- C. DKG Consultants HR/Finance Analysis Report

RESOLUTION NO. RES-2025-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT (SMC FIRE) APPROVING A NEW AGREEMENT WITH THE CITY OF SAN MATEO FOR FINANCE AND HUMAN RESOURCES SERVICES FOR A FIVE-YEAR TERMS ENDING ON JUNE 30, 2030

WHEREAS, SMC Fire has contracted for Finance and Human Resources services from the City of San Mateo since SMC Fire's inception in 2019; and

WHEREAS, an extension to the original agreement was approved by the Fire Board in 2021 for a five-year term ending June 30, 2026; and

WHEREAS, an analysis of various service options has determined that retaining a contract for services model is the most efficient and cost-effective model for SMC Fire to receive Finance and Human Resources services; and

WHEREAS, due to findings by DKG Consulting, the current needs of SMC Fire exceed what was envisioned when the contract was originally executed, and therefore, replacing the existing contract with a new agreement has been recommended; and

WHEREAS, the updated agreement will go into effect July 1, 2025 and will replace the existing agreement that was originally scheduled to end on June 30, 2026, and

WHEREAS, the cost of these services will be \$1,139,000 in fiscal year 2025-26 and will increase four (4) percent annually through the end of the agreement.

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

1. Authorize approval of a new agreement with the City of San Mateo for Finance and Human Resources services for a five-year term ending on June 30, 2030.

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 21st day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

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

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

RECITALS:

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

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

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

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

SECTION 2 - DUTIES OF CITY

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

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

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

SECTION 3 - DUTIES OF SMCFD

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

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

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on July 1, 2025 and be completed on or about June 30, 2030.

SECTION 5 - PAYMENT

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

SECTION 6 - TERMINATION

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

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

SECTION 7 - OWNERSHIP OF DOCUMENTS

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

SECTION 8 - CONFIDENTIALITY

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

SECTION 9 - INTEREST OF CONSULTANT

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

SECTION 10 - INDEMNITY

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

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

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

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

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

SECTION 11 - NON-ASSIGNABILITY

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

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

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

SECTION 13 - WAIVERS

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

SECTION 14 - SEVERABILITY

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

SECTION 15 - COSTS AND ATTORNEY FEES

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

SECTION 16 - NON-DISCRIMINATION

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

SECTION 17 - MEDIATION

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

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

SECTION 18 - NOTICES

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

To SMCFD:

Fire Chief Matt Turturici
San Mateo Consolidated Fire Department
1040 East Hillsdale Blvd
Foster City CA 94404

To CONSULTANT:

Karen Huang, Finance Director
City of San Mateo Finance Department
330 West 20th Ave
San Mateo CA 94403

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

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

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

SECTION 20 - AUTHORITY TO ENTER INTO AGREEMENT

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

SECTION 21 - GOVERNING LAW AND VENUE

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

[SIGNATURE PAGE FOLLOWS]

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

SAN MATEO CONSOLIDATED FIRE DEPT

CITY OF SAN MATEO

Julia Mates, Chair
Board of Directors

Rob Newsom, Jr., Mayor

Attachments:

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

DRAFT

EXHIBIT A

SCOPE OF SERVICES

FINANCE

Finance services to SMCFD will be overseen by the Finance Director and performed by staff throughout the Finance Department. One member of the Finance Department will be assigned as SMCFD's single point of contact to serve as the primary liaison between Finance and SMCFD.

- **Chief Financial Officer/Treasurer/Administration**
 - Provide oversight and support to all aspects of SMCFD financial activities.
 - Review reports to the Board to ensure financial impacts are appropriately captured.
 - Attend Board meetings to address finance-related questions from the Board, SMCFD, and the public.
 - Prepare for, attend, and facilitate quarterly meetings with SMCFD Administration.
 - Attend regular meetings between Finance Department staff and SMCFD staff as necessary to ensure efficient and effective financial operations.
 - Provide support on MOU execution including interpretations, issue resolution, workers' compensation, and other non-recurring issues.
 - Administer the OPEB Trust including management of the actuarial services contract, the bi-annual actuarial report, and the roll-forward GASB 75 report.
- **General Ledger**
 - Complete month-end closing and reconciliations by the 20th of the following month.
 - Record and monitor fixed assets annually as a part of the year-end closing process.
 - Review and analyze revenue/expenditure accounts prior to year-end closing.
 - Interface with independent auditors to conduct and complete the annual audit; prepare the financial statements and the Annual Financial Report.
 - Prepare all quarterly and annual compliance reports, including the State Controller's Annual Transaction Report, quarterly fuel tax reporting, annual sales tax reporting, and other compliance reporting as necessary.
 - Provide grant accounting support as needed.
 - Provide general accounting support as requested/required.
- **Accounts Payable**
 - Process checks for vendors through the regular cycle, with invoices with SMCFD approvals by close of business Thursdays processed in the next payment cycle.
 - Process expense reimbursements, with reimbursement requests with SMCFD approvals by the close of business Thursdays processed in the next payment cycle.
 - Maintain vendor master files, with updates processed within four business days.
 - Issue 1099s annually by January 31.
 - Process credit card payments, with SMCFD approvals in the system monthly by the 20th to ensure timely month-end close.

- Process payroll-related payables.
- **Purchasing**
 - Conduct requisitioning, purchase order issuance, and blanket purchase order issuance within four business days of receipt of request.
 - Process change order requests within four business days.
 - Issue and monitor credit cards and monthly statement upload; issuance requests processed within four business days and the monthly upload by the 28th of each month.
- **Payroll**
 - Process bi-weekly payroll by issuing paychecks and direct deposits.
 - Perform all required CalPERS reporting by statutory deadlines.
 - Process bi-weekly accounts payable associated with benefits and deductions in time for the next payment cycle.
 - Maintain and report benefit plans to contracted benefit providers, including but not limited to 457, RHS, 401(a), union dues, in time to be effective for the next pay period.
 - File quarterly federal and state taxes by statutory deadlines.
 - Issue W-2s and W-2Cs annually by statutory deadlines.
 - File the annual State Controller's Report by statutory deadlines.
 - Respond to public records requests related to earnings by statutory deadlines.
 - Complete employee change requests and perform records maintenance by the following payroll cycle.
 - Maintain the ERP timekeeping and shift/FLSA maintenance modules.
 - Develop special rates for grants or mutual aid deployments (FEMA, State, etc.) as necessary.
 - Execute mid-pay period hirings as needed by SMCDFD.
 - Research and process payroll changes related to workers' compensation cases.
 - Provide required workers' compensation data to the third-party actuary within 30 days of request.
 - Conduct the CalOES salary survey required for mutual aid reimbursements.
- **Accounts Receivable**
 - Issue and monitor billings for inspection and other fire services within five business days of request.
 - Monitor and manage collection of unpaid bills on a monthly basis.
 - Process payments received for SMCDFD on a daily basis.
- **Cashiering**
 - Process deposits for all SMCDFD transactions on a daily basis.
 - Manage uncollected fees (non-sufficient funds).
- **Treasury/Banking**
 - Maintain liquidity and manage general cash management needs.

- Manage investment of available funds through the Local Agency Investment Fund (LAIF).
- Maintain bank account functionality.
- **Budget**
 - Provide personnel costing to support budget development, labor negotiations, and operational needs.
 - Establish internal service collections and manage, update, and maintain financial plans.
 - Develop and maintain indirect cost allocations.
 - Manage equipment replacement funding and the Equipment Replacement Fund financial plan.
 - Develop, maintain, and support the General Fund budget and long-term financial plan.
 - Develop, maintain, and support the Fire Prevention Fund budget and long-term financial plan.
 - Develop, maintain, and support the Internal Services Funds (Benefits, Workers' Compensation, General Liability) budget and long-term financial plans.
 - Provide budget monitoring and appropriation support through quarterly reviews of department financials to identify major variances.
 - Provide mid-year budget support by reviewing all funds for major variances and determining if additional appropriations or other Board actions are required.
 - Plan, direct, and coordinate budget development, with SMCFD being responsible for preparing budget entries, updating departmental narratives and performance metrics, and writing the transmittal letter.
 - Prepare the budget document using the publishing tools determined by the Finance Department; specific responsibilities include:
 - Providing financial information in the Budget Message section related to budget, short- and long-term financial plan information; SMCFD is responsible for the transmittal letter narrative information.
 - Providing the organizational chart, basis of budgeting, budget timeline, department financials, sources of funding, and full-time equivalent tables (Overview Section); SMCFD is responsible for the narrative information.
 - Updating the fund summary for each fund, including the budget details and five-year financial plans (Fund Information Section).
 - Updating the financial policies portion of the Appendix section as needed.

HUMAN RESOURCES

Human Resources services to SMCFD will be overseen by the Director of Human Resources. One member of the Human Resources Department (Senior Human Resources Analyst) will be assigned to and physically located at SMCFD. This position will be a strategic partner and provide day-to-day HR services to the Department. Additional support to SMCFD will be provided by the remainder of the staff in the City's Human Resources Department.

- **Director of Human Resources/Administration**
 - Provide oversight and support to all aspects of SMCFD's HR-related activities.

- Review reports to the Board as needed to ensure HR-related issues are appropriately captured and addressed.
 - Attend Board meetings as needed to address questions from the Board, SMCFD, and the public.
 - Prepare for and attend meetings with SMCFD Administration as requested.
 - Provide support on MOU execution including interpretations, issue resolution, workers' compensation, and other non-recurring issues.
- **Recruitment and Selection**
 - Develop and implement recruitment plans, strategies, and materials.
 - Attend job fairs and outreach events.
 - Post recruitment advertisements.
 - Screen candidates.
 - Coordinate the examination process (oral, written, and/or performance).
 - Plan and stage sites and locations for test administration and test administration supplies, resources, and meals for raters and others involved in the test administration.
 - Develop interview questions in collaboration with subject matter experts.
 - Coordinate the following processes: interviews, references, backgrounds, fingerprinting, pre-employment physicals, and employment eligibility verification (I- 9).
 - Send out notifications to candidates and new hires.
 - Coordinate the onboarding processes.
 - Maintain position control, vacancy reports, and statistical data on recruitments, vacancies, separations, promotions, transfers, and turnover rates.
 - Provide information to employees and the public regarding job opportunities, career ladders, training, etc.; counsel employees on career development and methods of obtaining training; provide procedural information regarding examinations and related matters.
 - Coordinate promotional recruitments and assessment centers with vendor as needed.
- **Employee and Labor Relations**
 - Provide consultation on Employee and Labor Relations issues, laws, and trends.
 - Coordinate and conduct negotiations and meet and confer sessions; may serve as chief spokesperson.
 - Develop detailed technical staff work in support of negotiations.
 - Provide research, analysis, and recommendations of facts pertaining to potential or stated employee organization demands. This may include cost or budget impact information relating to salary surveys, salary, or benefit proposals.
 - Prepare updates on Memoranda of Understandings, which includes developing contract language/proposals; prepare correspondence and make presentations.
 - Review grievances and provide consultation on how to resolve them at the lowest-level possible.
 - Provide training to management on MOU interpretation, grievances, and labor relations issues.

- May attend and participate in closed sessions with the Fire Board regarding negotiations.
- **Performance Management**
 - Provide consultation to management on how to conduct a fact-finding investigation, gather data and supporting documentation, and recommend next steps/actions and proposed disciplinary actions.
 - Develop and maintain a performance management system and provide consultation to management regarding performance evaluations and performance improvement plans (PIP).
 - Review and draft coaching memos, PIP, confirmation of meeting memorandums, written reprimands, notice of intents to discipline, notices of final discipline, and other disciplinary notifications.
 - Coordinate Skelly meetings and notifications.
 - Meet with union representatives, employees, and managers in attempts to resolve conflicts.
 - Conduct or coordinate conflict mediation.
- **Workers' Compensation and Disability Management**
 - Administer the Workers' Compensation Program and its budget.
 - Oversee the timely processing of workers' compensation claims and collaborate with the third-party administrator on the progress of outstanding claims.
 - Provide claims and benefit information and assistance to injured employees.
 - Perform case management on workers' compensation claims to ensure the proper handling of cases; coordinate with the third-party administrator to investigate cases and assign a nurse case manager as needed.
 - As assigned, investigate employee accidents and injuries; review all incoming employee injury reports and take appropriate actions; make recommendations to prevent recurrences; and prepare statistical reports on employee injuries and accidents.
 - In collaboration with the third-party administrator, verify, review, reject, negotiate, and settle claims against the Department within established guidelines, and recommend the settlement of larger claims.
 - Coordinate and establish procedures to conform with CalOSHA, the Department of Transportation, and other regulatory agencies.
 - Development and oversee Return to Work (RTW) and Temporary Modified Work (TMW) programs.
 - Administer the Reasonable Accommodation interactive process in accordance with the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA).
 - Conduct or coordinate essential job function analysis.
 - Work with third party administrator to prepare and review reports and assist Department in determining trends, cost, and budget needs in order to minimize workers' compensation exposure.
 - Manage industrial disability retirement process.

- Monitor and review current and proposed workers' compensation legislative changes to ensure compliance with stated regulations pertaining to business practices, policies, and procedures.
 - Coordinate disability leaves in accordance with federal and state laws and regulations.
 - Oversee the coordination of Family and Medical Leave (FML) and/or leaves of absence, ensure timely notifications to employees regarding their remaining options when all entitled leaves are exhausted, and consult with supervisors/managers on deviation from approved FML intermittent leave and/or fraudulent claims.
 - Maintain confidential employee medical files, including appropriate records of each medical leave and/or accommodation management case, related meetings and discussions, and the outcome of reasonable accommodation requests.
 - Prepare written communications to employees for documentation purposes, prepare a variety of reports, and make presentations to management and executive staff.
- **Investigations and Compliance**
 - Ensure adherence to labor laws and employment regulations.
 - Review complaints and determine scope of investigation, conduct or coordinate investigation interviews, and develop or review investigation reports.
 - Consult with the Department's attorney to determine the investigation process.
 - Conduct or coordinate audits of personnel or medical files as needed to ensure compliance with federal and state disability laws.
 - Partner with Department's attorney to make recommendations to reduce potential liability.
- **Training and Development (Non-Safety Employees)**
 - Conduct or coordinate training needs assessments.
 - Develop training plans and programs based on core competencies.
 - Conduct or coordinate mandated and non-mandated training sessions.
 - Maintain training records and materials.
 - Provide compliance reports regarding mandated training sessions to management.
 - Provide consultation on succession planning.
 - Oversee the administration of the Learning Management System (LMS), if utilized.
- **Benefits Administration**
 - Oversee the administration of Department benefits to employees, including but not limited to health, dental, vision, life insurance, disability insurance, deferred compensation, pension, and flexible spending.
 - Conduct benefits orientation sessions with employees.
 - Initiate and terminate benefits enrollments as required, review, reconcile, and process invoices from benefits providers.
 - Develop and implement policies and procedures to effectively manage benefits-related customer service-oriented processes; receive and respond to inquiries or complaints related to benefits eligibility.

- Oversee, coordinate, or conduct audits of benefits to ensure compliance with regulations and guidelines; reconcile various reports.
- Review and analyze benefits administration reports; analyze changes that affect employee eligibility for benefits and implement changes as necessary; identify employees affected by new/changed eligibility rules.
- Conduct employee compensation analysis.
- **Classification and Salary Administration**
 - Develop and revise job specifications as needed.
 - Conduct or coordinate classification analysis and salary/compensation surveys.
 - Gather, calculate, and analyze salary survey data acquired from comparable jurisdictions required for new job classifications, salary adjustments, and pay equity transactions.
 - Conduct or coordinate position audits and related discussions with supervisors and managers responsible for the impacted position in order to ensure positions are classified appropriately.
 - Update and maintain the classification system.
 - Conduct or coordinate salary compaction studies.
 - Audit job specifications to ensure compliance and remove any artificial barriers.

FINANCE AND HUMAN RESOURCES

- **Enterprise Resource Platform (ERP) and Human Resources Information Systems (HRIS)**
 - Lead and assist in the implementation of Workday and other HR or Finance software and tools in support of the Department.
 - Provide data analytics for HR and Finance decision making related to the Department.
 - Provide responsive system, process, and technical support, in conjunction with IT, to Department end users to troubleshoot and resolve ERP/HRIS system issues or workflow issues between ERP/HRIS modules.
 - Assist in identifying potential or required changes to business practices and procedures with the implementation of the ERP/HRIS system.
 - Collect reporting requirements from HR/Finance staff and the Department in implementing requested changes or creating new reports.
 - Respond to requests for information and assistance with the ERP/HRIS system and process various system transactions.
 - Understand and maintain integrations and secured data exchange between ERP/HRIS system and other internal applications and external vendors/service providers.
 - Track problems and requests for ERP/HRIS system enhancements and make enhancement recommendations as necessary.
 - Manage system access for SMCDF users of the ERP/HRIS systems.
 - Oversee all required data entry into ERP/HRIS systems related to the administration of HR and Finance services.
 - Maintain all records related to the administration of HR and Finance services.
 - Develop and maintain a variety of transactions, data, reports, and presentations.

EXHIBIT B

PAYMENT SCHEDULES

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

Fiscal Year (FY) 2025-26:	\$	1,139,000
FY 2026-27:	\$	1,184,600
FY 2027-28:	\$	1,231,900
FY 2028-29:	\$	1,281,200
FY 2029-30:	\$	1,332,500

The cost basis for the initial year of the contract is as follows:

Position	Percentage of Time	Direct Cost
Human Resources Director	15%	\$46,000
Senior Human Resources Analyst	100%	\$214,000
Human Resources Analyst	100%	\$195,000
Finance Director	15%	\$50,000
Manager (Accounting and Budget)	50%	\$104,000
Payroll Supervisor/Sr. Management Analyst/Sr. Accountant	100%	\$197,000
Payroll Technician I/II	100%	\$155,000
Accounting Assistant I/II (A/R and Cash Management)	100%	\$119,000
Accounting Assistant I/II (A/P and Purchasing)	50%	\$59,000
Total		\$1,139,000

As noted in the proposal, the above positions encompass the aggregate FTE count required to serve SMCFD. Overall support will be provided by staff throughout both Finance and Human Resources Departments, with each respective department head providing oversight. One Senior HR Analyst will be assigned directly to SMCFD and will be physically located at SMCFD Headquarters, and one employee in the Finance Department will be designated as the Department's single point of contact to be the primary liaison between Finance and SMCFD. The agreement includes a 4% annual increase to account for the expected increase in employee compensation costs.

The City will invoice SMCFD on a quarterly basis for 25 percent of the annual fee amount on or about July 1, October 1, January 1, and April 1 of the fiscal year. Payment will be due within 30 days of the invoice date.



FINANCE AND HUMAN RESOURCES SERVICES

STAFFING AND SERVICE LEVEL ANALYSIS

EXECUTIVE SUMMARY

The San Mateo Consolidated Fire Department (SMCFD) contracts with the City of San Mateo (City) for finance and human resources services. The current contract runs through June 30, 2026. Based on the current contractual service level and staffing resources dedicated by the City to SMCFD, the services provided by the City are struggling to meet the overall needs of SMCFD. This analysis evaluated the current service model and alternate models to determine if there are better options for SMCFD. The analysis concluded that continuing the contract for services model with the City of San Mateo being the contract service provider is the most cost-effective and administratively efficient model. However, after over five years of utilization of the current service model, a re-evaluation of the scope of services and the corresponding amount of staffing resources to execute to that scope is warranted. With two years remaining on the existing contract, the recommendation is to move forward with this re-evaluation during the 2024-25 fiscal year and get a new contract in place in advance of 2025-26. This will help ensure resources are aligned with the desired and agreed upon scope of services without waiting for the current contract to expire.

BACKGROUND

As a part of the creation of SMCFD, representatives from each of the member agencies recommended that the model for finance and human resources services be one where SMCFD contracts with one of the member agencies for those services. As the largest city served by SMCFD, the City of San Mateo was determined to be the agency with the capacity to provide these services. The original contract covered inception of SMCFD (January 2019) through June 30, 2020. There was a one-year extension through June 30, 2021, and a five-year extension was approved in April 2021, taking the contract for services through the end of fiscal year 2025-26. The annual contract amounts are provided in the table on the following page:

Fiscal Year	Contract Amount	Dollar Increase	Percent Increase
2018-19 (1/2 year)	\$345,000		
2019-20	\$690,000		
2020-21	\$716,000	\$26,000	3.8%
2021-22	\$746,304	\$30,304	4.2%
2022-23	\$776,156	\$29,852	4.0%
2023-24	\$807,202	\$31,046	4.0%
2024-25	\$839,490	\$32,289	4.0%
2025-26	\$873,070	\$33,579	4.0%

The initial cost estimate for services was based on a model developed by the City’s Finance and Human Resources (HR) Departments. For Finance, the estimate was derived based on the work related to SMCFD being divided up amongst staff, with no resources specifically dedicated to SMCFD. For HR, the estimate was derived based on one dedicated senior analyst being assigned to SMCFD, with support provided by other members of the department. Based on these estimates and the amount of the initial contract, the total hours dedicated between Finance and HR equated to approximately 4.0 full-time equivalent (FTE) staffing. Both Finance and HR had one additional FTE added to account for the additional support required as a result of the contract with SMCFD; however, staffing levels, particularly in Finance, have not remained constant since the initial resources were added to serve SMCFD.

Budgeted FTE	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Finance	18.0	18.0	19.0	19.0	18.0	17.0	17.0	18.0
HR	10.2	10.2	11.2	12.2	11.2	11.2	11.2	11.5

When the contract was up for renewal in 2021, the baseline staffing resources allocated to SMCFD remained the same, with 4% annual increases proposed to cover expected increases in the cost of existing staffing. At the time, San Mateo management (Finance Director and City Manager) were aware that the contract was not likely covering the full cost of staffing dedicated to SMCFD; however, the decision was made to keep the contractual increases at 4% to avoid a more significant increase in costs to SMCFD and the member agencies. Additionally, the relative newness of SMCFD was also a factor, as the thought process at the time was that once the department had been in operation longer, some economies of scale would develop operationally in Finance and HR that would eventually bring workloads down closer to existing projections.

Subsequent to the contract renewal, in fiscal year 2021-22 San Mateo Finance and HR staff performed an updated analysis of staff time required to support SMCFD. That analysis estimated that the actual cost, in 2022, was closer to \$879,000, or \$133,000 greater than the contractual amount. This estimate was distributed across all positions in HR and Finance that provided

support to SMCFD and equated to nearly 5.0 FTE staffing as opposed to the approximately 4.0 FTE staffing contemplated in the contract.

CURRENT STATE

To gather information about the current service level and degree of satisfaction with the execution of the existing contract, staff from both SMCFD and the City of San Mateo were interviewed. The list of interviewees is provided in the table below.

San Mateo Consolidated Fire Department	City of San Mateo
Kent Thrasher, Fire Chief	Alex Chan, Accounting Assistant II (AP)
Robert Marshall, Deputy Fire Chief	Tim La, Accountant (Accounting and Financial Reporting)
Nicole Morales, Business Manager	Sabrina Lee, Senior Accountant (Accounting and Financial Reporting)
	Renee Eshun, Accounting Manager (Accounting and Financial Reporting)
	Karley Toffey, Senior Management Analyst (Budget, Treasury, Revenue)
	Samantha Wong, Senior Accounting Assistant (Purchasing, Budget Book Production)
	Erin Offield, Payroll Supervisor (Payroll)
	Renee Halcon, Budget Manager (Budget)
	Karen Huang, Finance Director (Management Oversight)
	Jennifer Crims, Senior HR Analyst (Dedicated HR Resource to SMCFD)

SUMMARY OF FEEDBACK FROM SMCFD

The feedback from SMCFD staff and Jennifer was consistent and focused on the following themes:

- The Workday implementation has been extremely challenging from the perspective of the staff resources that have been required for testing and implementation, and the challenges of learning and working with a new system. This has also impacted SMCFD’s ability to get information on their own.
- Vacancies in the City’s Finance and HR Departments have impacted service levels, and the loss of institutional knowledge has also had an impact on the evolution of SMCFD.
- Transaction volume has been very high and difficult to keep up with for the City, particularly in HR-related functions; the initial expectation that economies of scale would develop over time has not come to fruition.
- Responsiveness is sometimes an issue, and the concern is that this is a function of SMCFD being a contracted service.

- The City's perception of SMCFD is that they are expected to be just like the City from a transactions and process perspective, but SMCFD's perception is that they are a separate entity and need to be treated as such.
- Overall resources, particularly resources dedicated to SMCFD, are an issue impacting the provision of services.
- Both the City and SMCFD need to be aligned on the service level expectations based on the contractual scope of services.
- It would be helpful for Finance to consider a dedicated resource or single point of contact model.

SUMMARY OF FEEDBACK FROM CITY OF SAN MATEO

- The implementation of Workday has taken significant staffing resources, which has affected HR and Finance's ability to serve both internal clients (City departments) and SMCFD.
- Vacancies within the Finance Department, as well as the reduction in budgeted FTEs since fiscal year 2022-21, have also created significant challenges.
- Finance believes that utilizing a similar service model as HR, where there is one primary contact for SMCFD, could have benefits, but the challenge is determining where in Finance that resource would be (Budget, Accounting, Treasury) and if someone with the appropriate skill set could be hired into that role.
- Finance attempts to provide a service level to SMCFD that is commensurate with the service level it provides other City departments. Finance's impression is that SMCFD expects a higher level of service because it is contracting with the City to provide services.
- Service level expectations should be clarified in the next contract, as resource and cost estimates need to consider specifics of service levels (i.e. level of effort for developing a budget document with graphics and pictures versus a simpler document).
- In some areas it is feasible to set aside specific time during the day/week to work on SMCFD activities (Accounts Payable), in other areas, that does not work as well as the overall workload is prioritized and reprioritized.
- Generally speaking, the City believes it is very responsive to SMCFD.
- Year-end, month-end, quarterly reporting (Payroll), and budget production are challenging because two separate resource-intensive processes are being conducted simultaneously.
- With Workday, there needs to be time to carve out to train SMCFD so that they can 'serve themselves' in terms of pulling reports (this applies to the departments as well).

CITY/SMCFD COMPARISON

The below table compares the City of San Mateo and SMCFD transaction volume for finance and human resources services and considers those comparisons in relation to the relative size of SMCFD to the City in terms of budget and FTE count.

Measure	Timeframe	City of San Mateo	SMCFD	Ratio – SMCFD as a % of City
Operating Budget	FY 24-25 Budget	\$256.1M	\$52.6M	20.5%
FTE Count	FY 24-25 Budget	638.11	164.85	25.8%
Adjusted Finance FTE*	FY 24-25 Budget	15.25	2.75	18.0%
Adjusted HR FTE*	FY 24-25 Budget	10.23	1.25	12.2%
Adjusted Finance Budget**	FY 24-25 Budget	\$3.8M	\$577K	15.1%
Adjusted HR Budget**	FY 24-25 Budget	\$2.3M	\$262K	11.3%
Audits/ACFR Completed	FY 22-23 Actual	1	1	100%
Budgets Produced	FY 24-25 Budget	1	1	100%
Paychecks Issued	FY 22-23 Actual	16,500	4,238	25.7%
Post-Payroll Benefit Pymts.	FY 22-23 Actual	650	312	48.0%
Federal/State Tax Filings	FY 22-23 Actual	34	34	100%
W-2s Issued	FY 22-23 Actual	907	177	19.5%
Billings for Service	FY 22-23 Actual	1,109	3,517	317.1%
Delinquencies Processed	FY 22-23 Actual	2,004	3,460	172.3%
Invoices Paid	FY 22-23 Actual	11,600	2,160	18.6%
Purchasing Cards	FY 22-23 Actual	134	55	41.0%
Recruitments Conducted	FY 22-23 Actual	61	10	16.4%
Employee Perf. Reviews	FY 22-23 Actual	482	162	33.6%
Workers' Comp. Claims	FY 22-23 Actual	50	41	82.0%

*Finance and HR FTE count for the City reduced by estimated FTE count dedicated to SMCFD.

**Finance and HR budgets reduced by pro rata share of total SMCFD contract amount for fiscal year 24-25.

As the table demonstrates, the volume of activity for SMCFD in a number of areas exceeds its proportionate size in relation to the City. For example, while SMCFD's FTE count is approximately 26% the size of the City's, its number of workers' compensation cases is 82% of the City's total. This is not surprising given the nature of the work of SMCFD employees; however, it does highlight the fact that many areas served under the contract are not proportionate to the size of SMCFD. The other area this information highlights is related to the tasks such as the audit and the production of the ACFR and the budget. These are also areas where there is not proportionate transactional volume, as, for example, one ACFR is produced for the City and one is produced for SMCFD. And while the related effort to complete the ACFR for SMCFD is less than the comparable effort for completing the ACFR for the City, it is not 26% of the effort (the proportionate total staffing between SMCFD and the City). This type of challenge is exacerbated by the fact that the ACFR for the City and the ACFR for SMCFD (and the budget, audit, etc.) need to be completed on

the same general timeline. This data also lends credibility to the perception that was noted during the interviews with staff that the economies of scale that would develop over time and were an assumption in the resourcing model and corresponding cost estimates have not come to fruition.

ANALYSIS OF ALTERNATIVE SERVICE MODELS

For comparison purposes, the administrative services model from two other Fire agencies in San Mateo County were evaluated and compared against the contract for services model used by SMCFD. The two comparison models were the Menlo Park Fire Protection District (MPFPD) and Central County Fire Department (CCFD).

MPFPD is a special district providing fire protection and prevention services to the cities of Menlo Park, Atherton, East Palo Alto, and portions of unincorporated San Mateo County. MPFPD was formed in 1916, its funding comes from a dedicated share of property tax, and its Board of Directors is directly elected. This is dissimilar from SMCFD, which is funded by allocations from its member cities (San Mateo 60%, Belmont 20%, and Foster City 20%), and whose Board consists of one appointed member from each city's City Council.

MPFPD's administrative services are provided by dedicated MPFPD staff. As of the fiscal year 2023-24 budget, the Administrative Services Department had a total of 15.0 FTE across four divisions (Finance, Human Resources, Clerk, Information Technology). This includes four employees in Finance (Finance Manager, Senior Accountant, 2 Accounting Technicians) with a total division budget of \$1.8 million, and three employees in HR (Human Resources Manager and 2 Senior HR Analysts) with a total budget of \$2.6 million. This staff serves a total FTE population of 152 and an operating budget of just over \$66 million.

The most significant benefit of the MPFPD service model in comparison to the SMCFD contract for services model is having staff who work directly for MPFPD and are dedicated entirely to the human resources and finance functions of MPFPD. This allows for complete alignment with MPFPD activities and initiatives, the ability to prioritize and re-prioritize as necessary to suit the needs of one operation, and the lack of competition for the attention of limited administrative resources. The predominant downsides of this model in comparison to the contract for services model are the cost of an in-house operation and the lack of specialization and economies of scale in a smaller administrative operation. From a cost perspective, on the surface it is significantly more expensive for MPFPD to have in-house human resources and finance functions (\$4.4 million annually) than it is for SMCFD to contract with the City of San Mateo for those functions (\$840,000 in FY 2024-25). A large portion of this cost difference is related to contractual services, which in 2023-24 totaled \$954,000 in the Finance Division and \$1.57 million in the Human Resources Division. This includes workers' compensation insurance expenditures being included in the Human Resources Division budget for MPFPD. With a lack of detail related to some of the other contractual services in the Finance and Human Resources Division budgets for MPFPD, the most useful cost comparison is related to the number of FTE required to provide finance and human resources services, which is covered later in this report. Further, an estimate of the one-time and

ongoing costs to transition to an in-house model as compared to the existing costs for the contract-for-services model is included in the 'Alternatives' section of this report.

The other downside of MPFPD's model in comparison to the SMCFD model is the FTE count utilized to serve the finance and human resources functions. With 7.5 FTE managing these functions for MPFPD, there is less ability to specialize in certain areas and more of a need to be able to manage multiple roles and responsibilities while maintaining appropriate separation of duties for internal controls purposes. In contrast and under the contract for services model, there are 18.0 budgeted FTE in the City's Finance Department (as of FY 2024-25), most of whom have specialized assignments across the divisions. In Human Resources, there is 1.0 FTE serving as a "generalist" who is dedicated to SMCFD, including being located on site at SMCFD headquarters, as well as the remaining Human Resources Department staff (10.5 FTE total) who are available for support and specialized assistance. This creates a much larger pool of resources and specialties for the City to draw upon to support SMCFD.

CCFD was formed in 2004 when the City Councils of Burlingame and Hillsborough approved an agreement to form a Joint Powers Authority that merged the two cities' fire departments. CCFD is governed by a four-person Board of Directors that consists of two councilmembers from each member city. The funding for the JPA comes from the General Fund of the member cities and from the City of Millbrae, which contracts for fire protection services from CCFD. The overall structure of CCFD is very similar to that of SMCFD.

CCFD's model is a hybrid model where day-to-day administrative tasks are handled by staff who work directly for CCFD, with higher-level financial oversight and transactional work provided by the Town of Hillsborough's (Town) Finance Director and Assistant Finance Director. Further, the Burlingame City Manager serves as CCFD's Chief Administrative Officer. There are a total of 6.0 FTE that work under the administrative function of CCFD, which also includes Clerk duties. These positions include an Administrative Services Manager, Management Assistant, Administrative Assistant, Office Assistant, Senior Accounting Technician, and Accounting Technician. Oversight of the human resources function had also previously resided with staff from the Town; however, the recruitment of a person to manage this function as an employee of CCFD is currently underway. Based on an updated organizational chart on the CCFD website, this HR Manager position replaces the Administrative Assistant position, leaving the total administrative function with 6.0 FTE.

Financial oversight, which includes activities such as budget development, accounting operations (including internal controls), audit management, and ACFR development, as well as day-to-day transactional work such as banking and bank reconciliations, general ledger maintenance, and statutory reporting, continue to be provided by the Town. The total annual General Fund budget for CCFD is approximately \$33 million, and there are 90 total FTE in the department. The annual budget for the administrative function of CCFD is not specifically identified in the budget document. The Town charges CCFD 15% of the Finance Director's total compensation cost and 5% of the Assistant Finance Director's total compensation cost for the services it provides, which

equates to approximately \$65,000 annually. CCFD has its own financial, human resources, and payroll software.

Similar to MPFPD, CCFD has its own employees who handle some of the day-to-day administrative, finance, and human resources work, which provides similar advantages and disadvantages to those identified for MPFPD. However, because oversight of the finance function and much of the more technical finance work is handled by Hillsborough staff, there are more similarities to the contract for services model used by SMCFD and the City, especially for finance-related work.

OBSERVATIONS FROM THE ANALYSIS

Contract for Services Model Cost/Benefit

Based on the analysis of the performance of the existing model and a review of the finance and human resources service models for two other agencies, the existing contract for services model provides the best overall cost/benefit to both SMCFD and its three member agencies.

The MPFPD model of in-house finance and human resources services would not only be expensive to replicate (see 'Alternatives' section), the size of the administrative function (four personnel in finance and three in human resources) also has some disadvantages when compared to what the City can provide. With a smaller administrative function, employees are required to have more functional responsibilities and not be as specialized. This can potentially create issues with establishing appropriate separation of duties to maintain internal controls, and it can create challenges with respect to finding employees with the right knowledge, skills, and abilities to handle multiple functional areas. With a service provider like the City, which has a Finance Department staff of 18.0 FTE and a Human Resources Department staff of 11.5 FTE, there are enough people to have established separation of duties and specialization within functional areas; however, SMCFD is only paying for a fractional portion of these employees. So while the in-house MPFPD model does have some operational advantages over the contract for services model as discussed earlier in this report, those advantages when considered in conjunction with the cost of the in-house model do not create a better cost/benefit than the existing contract for services model.

With respect to CCFD, there are a number of similarities to SMCFD in how services are provided to the fire operation, especially with CCFD hiring a dedicated Human Resources Manager. While the CCFD model has administrative staff working directly for the agency, many of the more technical aspects of the finance function are handled by staff of the Town, which is more aligned with the contract for services model utilized by SMCFD. Moving to a model similar to that of CCFD would likely still cost more than an enhanced service level provided by the City to SMCFD, as discussed further later in this report, and it would also not likely create a material difference in overall performance.

Maintaining the City of San Mateo as the Contract Services Provider

The City of San Mateo continuing as the contract service provider is the best option for a variety of reasons. First and foremost, the model works, and the City of San Mateo is the best option for providing the services. With the relative size of the other two agencies in SMCFD, it would be difficult for them to replicate what the City can do for SMCFD at a comparable cost and without additional staffing and infrastructure costs (financial and human resources systems, for example).

The other compelling reason to retain the services of the City is that the existing model is not one that is broken and instead is one that requires some modifications to perform more optimally. The feedback from both SMCFD employees and City employees does not suggest there are issues that cannot be resolved in order to provide better service delivery going forward. Additionally, and as cited in multiple instances during interviews with employees, the implementation of Workday has added to the burden for both the City and SMCFD. This will not be a permanent condition, and it should be expected that once Workday is fully implemented, staff will be able to re-focus on day-to-day operational responsibilities, including service delivery to SMCFD.

Resources

Based on the interviews with staff from SMCFD and the City, as well as a comparison of workload data for both SMCFD and the City, additional resources are necessary to meet contractual obligations to SMCFD. The scope of this analysis is the contractual services provided by the City to SMCFD, and as such, the discussion of resources is limited to the resources required by the Finance and Human Resources Departments to serve SMCFD now and into the future. With that said, based on the service model, particularly for the Finance Department where SMCFD-related duties are split amongst a number of staff, the resources required to serve SMCFD have to be considered within the context of the overall departmental staffing. This will be covered as a part of the 'Recommended Next Steps' as discussed in detail later in this report.

As noted previously, to provide finance-related services to SMCFD, the City added 1.0 FTE in its Finance Department in fiscal year 2019-20, bringing the FTE count to 19.0. Since the initiation of operations of SMCFD, the Finance Department's FTE count has been reduced from 19.0 to 17.0. The FY 2024-25 budget adds 1.0 FTE to Finance to bring the department to 18.0 FTE; however, 18.0 was the baseline FTE count for the department prior to the contract being established to serve SMCFD. Based on current demand for services, both for City-related work and to fulfill the scope of services for SMCFD, City Finance staff do not feel they are adequately resourced. This resource challenge is evidenced not only by the transactional volume required to serve SMCFD (payroll, payables, invoicing), but also the lack of scalability for certain aspects of the operation like budget development, the audit process, and the financial statements/ACFR. While these documents and processes are less complex than the comparable version for the City, they are not proportionately less complex in relation to the staffing allocated to SMCFD.

For the Human Resources Department, the total staffing has remained relatively stable; however, similar to the Finance Department, there is concern about the ability to meet the demands of

both the City workload and the SMCFD workload with existing resources. This is especially the case for Jennifer Crims, who serves as SMCFD's primary resource. Also similar to the Finance Department, there is a lack of scalability for certain aspects of work related to SMCFD in comparison to the same work that has to be done for the City, as well as a disproportionality of certain work in relation to the size of the organization. For the latter, this is particularly the case for workers' compensation claims administration, where due to the nature of the work, SMCFD workers' compensation claims as a percentage of the total employee base is much higher than that of the City.

Service Model – Allocation of Staffing

The Finance and Human Resources Departments chose different models to serve SMCFD, with Finance choosing to split all of the work amongst its entire staff, and HR choosing to dedicate one employee entirely to SMCFD. The HR model includes having that dedicated employee physically located at SMCFD headquarters, and then supplementing that employee with resources as needed from the remaining HR staff. During the course of the interviews with both SMCFD and City staff, it was clear that the dedicated HR employee was the preferred option for SMCFD. Replicating this model with the Finance Department was considered and discussed in these interviews. When updating the staffing allocation estimates amongst assigned tasks, Finance should consider allocating a dedicated resource to SMCFD in the same way that HR has done, or if that is not workable, consider having one single point of contact for SMCFD to facilitate timely resolution of issues and avoid any confusion of the correct contact(s) in the department. Ultimately, once Finance and SMCFD agree upon a service level that is workable for both, Finance should then determine how to best execute that service level.

With respect to HR resources and as noted previously, the dedicated resource model has worked well for SMCFD, although it has created some challenges. Most notably have been the demands on the dedicated HR resource, Jennifer Crims. While Finance has a larger department and can spread support to SMCFD amongst its entire staff, the HR model relies on Jennifer being the main resource for SCMFCD, serving as a 'generalist' and utilizing her City HR colleagues as needed. A drawback to this model is that with the reliance on Jennifer to provide HR services to SMCFD, it is more difficult for City HR employees to see their role in the support of SMCFD. As the updated analysis is completed in consideration of a new contract with a new scope of services, more clearly delineating the role of the other HR employees as it relates to services to SMCFD is warranted.

Further, the HR model puts Jennifer in a position where she is relied upon for a broad scope of human resources duties and functions. And while Jennifer has the HR Director at her disposal for advice and guidance, she is often serving in a capacity that is likely beyond the scope of her title (Senior Human Resources Analyst). Since this model seems to be working well for SCMFCD and appears certain to continue going forward, a class and compensation study for Jennifer's role with the department should be considered to ensure she is appropriately classified and compensated for the work that she does.

Workday Implementation and Vacancies

The implementation of the Workday system was cited throughout the interviews with City and SMCFD staff as a significant constraint on their ability to complete their day-to-day assignments. This has exacerbated the concern SMCFD has expressed regarding the service level provided by the City, and it has also created another competing demand for City staff in terms of its prioritization (City work, SMCFD work, Workday testing and implementation). With the Workday implementation expected to be substantially complete by the end of 2024 or early 2025, this should take a significant constraint off of staff as a new contract is evaluated.

In addition to the Workday implementation, vacancies in the Finance and Human Resources Departments have also made day-to-day work, including service delivery to SMCFD, challenging. It has also exacerbated the issue with competing demands for staff time, as there has been less aggregate staff time available as a result of the vacancies. With vacant positions remaining in the budget for 2024-25, these vacancies should be filled over time and relieve some of the issues with the maintenance of day-to-day tasks.

Going forward, neither the Workday implementation nor the vacancies should be a factor in the City developing an updated estimate for the resources required to serve SMCFD at the agreed upon service level, as these constraints should be considered temporary.

Status of Contract

The current contract has two more years remaining on it; however, reworking the analysis of the resources it takes to support SMCFD, updating and clarifying the scope of services, and establishing a new contract prior to the end of 2025-26 has a number of benefits. These benefits include:

- Starting early allows appropriate time to analyze total staffing between both the Finance and Human Resources Departments to determine how best to provide the services and any resulting changes to the service model.
- It aligns the service level expectations and ability to meet those expectations sooner.
- It provides flexibility if the process to execute a new contract, as described in the 'Timeline' section of this report, takes longer than expected.

COST IMPACT

Based on the analysis conducted, including the City's review of the 2021-22 staffing time estimates to serve SMCFD, the estimated number of additional staffing resources needed to serve SMCFD is 1.5 to 2.0 FTE. Utilizing the weighted average of fully benefitted staffing costs from the City's 2021-22 analysis (\$86.95/hourly) and inflating that 3% per year for three years to arrive at a current estimate for 2024-25, the assumed average hourly rate for this additional staffing is \$95.01. This results in an additional cost to SMCFD of approximately \$300,000 to \$400,000 annually, which would equate to additional costs to the agencies of:

- Belmont: \$60,000 to \$80,000
- Foster City: \$60,000 to \$80,000
- San Mateo: \$180,000 to \$240,000

For the City, the above cost estimates assume that these are all net new resources added to serve SMCFD. Should a portion of the new resources to serve SMCFD be reallocated from existing staffing, the net cost to San Mateo would be reduced.

The table below compares the estimated staffing-only costs for SMCFD with two additional FTE with the staffing-only cost estimates for MPFPD and CCFD.

Agency	FTE Assumptions	Estimated Annual Cost
City of San Mateo serving SMCFD	6.0 FTE (4.0 existing allocation + 2.0 new)	\$1,190,000
Menlo Park Fire Protection District	7.5 FTE (4.0 in Finance; 3.0 in HR; 0.5 Administrative Services Director)	\$1,612,000
Central County Fire Department w/Hillsborough Finance	6.0 FTE+ (6.0 CCFD administrative personnel + \$65,000 charge from Hillsborough)	\$1,255,000

As noted, these costs are rough estimates of the staffing costs related to the different service models and do not include other costs such as overhead, services and supplies, and internal services such as information technology equipment. While the staffing cost for CCFD may be slightly overstated because the administrative staff do more than just provide finance and human resources services, the agency is also significantly smaller than SMCFD (90 FTE/\$33 million operating budget for CCFD; 165 FTE/\$52.6 million operating budget for SMCFD).

RECOMMENDED NEXT STEPS

Should SMCFD agree that retaining finance and human resources services from the City of San Mateo is in its best interests, the following next steps are recommended and will need to be conducted in cooperation and conjunction with the City of San Mateo:

1. Begin the Scoping of the Next Contract – With over five years of partnership between SMCFD and the City, there is a much greater understanding of the desired service level of SMCFD and the resources required from the City to provide that level of service. The first step in extending this partnership is for both parties to review the existing scope and make desired adjustments. This includes adding new services and/or eliminating services not needed, and it also includes documenting the expected level of service to ensure clarity on both sides. As an example, the sides need to determine if a full-scale Annual Comprehensive Financial Report will be produced for SMCFD or if the City will manage the audit on behalf of SMCFD and produce audited financial statements. The level of work required between the two is different, and in order for the City to properly determine

resources required to support the agreed upon scope, these details will need to be clearly established.

2. Identify Resources Required to Support Desired Scope of Services – This will largely be a task undertaken by the City and will require time to complete given competing demands, including the Workday implementation. This should include a detailed estimate of hours needed by each applicable employee for the responsibilities identified in the proposed scope of services. As a part of this analysis, the Finance Department should identify whether its service model will remain the same, with tasks split amongst members of the department staff, or whether it will have dedicated resource(s) specific to SMCFD. If the department opts to maintain its existing model, another option would be to assign a single point of contact to SMCFD.
3. Develop a Detailed Cost Proposal – Based upon the resources that would be utilized to serve the agreed upon scope of services with SMCFD, the City will need to develop a cost proposal that covers these staffing costs. Based on the interviews and analysis, the agencies should expect that the additional resources needed to meet the desired service level for SMCFD will equate to approximately 1.5 to 2.0 FTE. Depending on the level of the classification of the position(s) and assuming these would need to be net new resources (and not existing resources reallocated from the City to SMCFD), the cost can be expected to be in range of \$300,000 to \$400,000 annually.

IMPLEMENTATION TIMELINE

Should the three member agencies concur with the conclusions of this analysis and conceptually agree to the recommendations that are likely to increase member contributions for finance and human resources services, the proposed timeline for the development and execution of a new contract is as follows:

Quarter 1 – FY 2024-25

- SMCFD reviews existing scope of work and makes edits and revisions to reflect desired level of service.
- City reviews SMCFD revisions and provides input and additional information/edits as needed.
- City and SMCFD agree upon proposed scope of work.
- City begins development of resource estimate to execute to updated scope of work.

Quarter 2 – FY 2024-25

- City reconciles resource estimate to serve SMCFD scope of work with existing FTE count and resource requirements for service to the City to determine need for net new staffing resources.
- City confirms financial capacity to provide staffing resources to provide finance and human resources services to the City and SMCFD.

Quarter 3 – FY 2024-25

- SMCFD and member agencies introduce revised service level and cost estimates to respective Councils and Board for concerns, input, feedback.
 - o This could be done via the mid-year budget process.
 - o It is assumed that the Fire Chief and the City Managers will have already introduced this informally to their Board/Councils through routine 1:1 meetings and/or updates at regular meetings prior to Q3 of FY 2024-25.
- The City develops FY 2025-26 operating budget for both the City and SMCFD with updated staffing information based on revised scope of services.

Quarter 4 – FY 2024-25

- Updated contract is approved by SMCFD Board and San Mateo City Council for an effective date of July 1, 2025.
 - o Recommendation is for a minimum five-year term to ensure San Mateo's investment in resources is made worthwhile.
- City hires resources required to meet services for both the City and SMCFD in preparation for commencement of new contract on July 1, 2025.

ALTERNATIVES TO RECOMMENDED NEXT STEPS

Reduce Service Levels

Should the member agencies determine that they are not interested in taking on the additional costs of a re-scoped service contract, the existing service contract can remain in place until its expiration date of June 30, 2026. Going forward under these circumstances and assuming conditions do not change such that an alternative option such as bringing these services in house becomes less expensive, SMCFD and the member agencies would need to negotiate a new contract with a scope of services that provides a reduced level of services that decreases the demand on City staff. If that is the chosen direction, it is recommended that this process start early in fiscal year 2025-26 to ensure a new contract is ready to commence on July 1, 2026.

Insource Finance and Human Resources Services

Should the member agencies determine that the contract for services model is not the appropriate service model for SMCFD, finance and human resources services would need to be insourced, with personnel dedicated to these functions being employees of SMCFD. To do so, the following are some of the major cost considerations that should be further evaluated:

- Staffing: For reasons discussed previously, staffing finance and human resources services within SMCFD would require more resources than the current model (approximately 4.0 FTE budgeted across the Finance and Human Resources Departments) or the estimated staffing resources required to meet desired service levels (5.5 to 6.0 FTE across the Finance and Human Resources Departments). Using the in-house model of MPFPD as an

example, the estimated FTE count and staffing cost would be 8.0 FTE and approximately \$1.75 million annually.

- **Contract Services:** In fiscal year 2023-24, the MPFPD budget for the Finance and Human Resources Divisions included approximately \$2.5 million in contractual services. A portion of that amount is for expenditures that are also applicable to SMCFD, such as workers' compensation. However, without further detail related to MPFPD budgeted expenditures, it is not possible to determine if any of the other contractual services are primarily the result of the in-house staffing model. This would require additional analysis should SMCFD proceed with the consideration of insourcing finance and human resources services.
- **Space/Location:** With SMCFD headquarters not able to accommodate all existing SMCFD staffing, office space at an alternative location would need to be secured. Unless one of the member agencies had available space that it could provide at no cost, SMCFD would need to lease space from a private entity to house the Finance and Human Resources Department staff. Based on an assumption of 1,500 square feet of office space being necessary for 8.0 FTE¹ at between \$4.00 (Class C) and \$5.50 (Class B)² per square foot per month, the cost for office space would be approximately \$72,000 and \$99,000 annually. Based on the estimated tenant improvement and furniture costs for the prior SMCFD lease at 1900 O'Farrell, one-time move-in costs are estimated to be \$100,000.
- **IT Equipment:** Equipment such as laptops, printers, and other accompanying accessories would need to be procured. Estimating \$2,500 per FTE for IT equipment, the one-time cost would be approximately \$20,000. Annual maintenance, such as collections for replacement laptops and printers, is estimated at approximately \$4,000 annually.
- **Systems:** The City is in process of implementing an Enterprise Resource Planning (ERP) system, and SCMFD's share of the one-time implementation cost was approximately \$945,000. This was paid in fiscal year 2022-23 out of the Equipment Replacement Fund. SMCFD's share of the annual subscription cost for the system is approximately \$110,000. These costs were derived based on SMCFD's FTE count in relation to the City's FTE count. Based on the configuration of the Workday system, with SMCFD being another entity separate from the City, the City believes that SMCFD could be split from the City from a systems perspective and not require SMCFD to procure its own new standalone ERP. As such, for the purposes of this estimate, it is assumed that there would be no new ERP-related costs for SCMFD insourcing the finance and human resources functions.
- **Overhead:** This analysis assumes that there would be no material cost related to overhead for SMCFD insourcing the finance and human resources operations. The current contract for services model is based on direct costs, with no charge for administrative overhead, and as such, there would be no cost savings to SMCFD if it no longer contracted with the City for services. Similarly, as an existing operation, the analysis assumes there would not

¹ Original O'Farrell lease was for 3,300 square feet to accommodate 14 employees.

² Based on Kidder Mathews Q1 2024 market report for the Peninsula.

be additional overhead costs incurred by SMCFD as a result of bringing these operations in house.

As shown below, the high-level estimate for insourcing the finance and human resources functions is \$1 million higher annually the current contractual amount and more than \$600,000 higher annually than the estimate for adding resources to the existing contract for services model. Should SMCFD and the member agencies be interested in pursuing an insourced model, it is recommended that a more detailed cost estimate be developed prior to finalizing the decision.

Service Model	One-Time Costs	Ongoing Costs
Current Contract-For-Services	\$0	\$840,000
Estimated Contract-For-Services w/Additional Resources	\$0	\$1,200,000
In-House		
Staffing	\$0	\$1,750,000
Office Lease, Tenant Improvements, Furniture	\$100,000	\$85,500 ³
IT Equipment	\$20,000	\$4,000
In-House Total	\$120,000	\$1,839,500

³ Average of current market rate for Class B and Class C office space.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Matt Turturici, Fire Chief

Meeting Date: May 21, 2025

Subject: San Mateo County Firefighters, Local 2400, International Association of Firefighters - Memorandum of Understanding Changes

RECOMMENDATION

Adopt a Resolution to amend the Memorandum of Understanding with the San Mateo County Firefighters, Local 2400 International Association of Firefighters (IAFF 2400), for a term through June 30, 2028

BACKGROUND

The IAFF 2400 represents approximately 138 employees. The contract with this bargaining unit will expire on June 30, 2025.

In anticipation of labor negotiations, a total compensation survey was conducted by a third party consultant in late 2024. The results were agreed upon by both parties. The total compensation survey resulted in both the firefighters and fire captains being nine percent (9.0%) below market median.

Negotiations with the IAFF 2400 began on February 10, 2025 and concluded on May 2, 2025. The membership then ratified the proposed changes to their Memorandum of Understanding. Consistent with the direction provided by the Fire Board, negotiators for the San Mateo Consolidated Fire Department (SMC Fire) and the bargaining unit reached a tentative agreement.

ANALYSIS

The agreement includes:

Term: The contract will be for a period of three years, expiring on June 30, 2028.

Salary: The bargaining unit will receive a 3.0% cost of living adjustment (COLA) salary increase and an additional 5.0% increase for equity adjustment, effective the first full pay period following June 30, 2025. The bargaining unit will receive a 3.0% COLA salary increase and an additional 1.0% equity adjustment, effective the pay period including July 5, 2026. The bargaining unit will receive a 3.0% COLA salary increase, effective the pay period including July 4, 2027.

Water Rescue: Provides a 3.0% differential to primary members and 1.5% to secondary members who perform water rescues out of Stations 28, 24 and 26.

Flexible Benefits Plan: The Association will not receive an increase to the fixed dollar amounts in their monthly flexible benefit contributions to their health insurance in the first year of the contract. Effective January 1, 2027 and January 1, 2028, they will receive a 6.0% increase, respectively.

Training Captain: Details how Training Captains are selected and how to address Training Captain vacancies.

Probationary Period: Reduce probationary period from 18 to 12 months for lateral firefighter-engineers.

Catastrophic Leave: Combines the minimum balance of leave hours a donating employee must retain from 100 sick leave hours and 100 vacation hours to a total of 200 leave hours (including sick, vacation or compensatory time).

Paramedic School: Department will meet and confer with IAFF to determine the process by which to pay for paramedic school and paramedics acting as preceptors. The intent is to encourage employees to become certified paramedics.

Separation Pays: Provides the Association with the opportunity to elect to change the contributions and/or conversion of separation pay arrangements for each successive calendar year. The Association must notify Human Resources in writing no later than November 30th of the change(s) to be made for the following calendar year. During the term of this Agreement, the Department will look to amend the applicable Plan documents to enable employees to be able to make individual elections regarding the pay-out of accrued leave balances upon separation.

L2400 Reimbursement: Describes how union members are reimbursed by SMC Fire for attending union-related activities.

Appendix C: Platoon/Station/Vacation Bid Procedure: Association will form a bid committee annually to administer bid process to ensure compliance with MOU and Local 2400 bylaws.

Mandatory Strike Team Side Letter: The parties will meet and confer to develop and implement a revised process for staffing mandatory strike teams.

This Tentative Agreement is not a project subject to CEQA, because it is a government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (CEQA Guidelines Section 15378 (b)4.)

FISCAL IMPACT

If approved, the overall 8.0% salary increase for the bargaining unit in Year 1 (FY 2025-26) is estimated to cost approximately \$2.52 million. In addition, Water Rescue differentials are expected to increase personnel costs by \$32,000 annually. The FY 2025-26 proposed budget will be adjusted to incorporate the scheduled salary increases included in the approved labor contract.

ATTACHMENTS

Att 1 – Proposed Resolution

Exhibit A – Tentative Agreement

RESOLUTION NO. RES-2025-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED
FIRE DEPARTMENT APPROVING AMENDMENTS TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE
SAN MATEO CONSOLIDATED FIRE DEPARTMENT AND THE SAN MATEO COUNTY,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

WHEREAS, the amendments are related to salary, term, other pays and miscellaneous language changes relating to departmental operations, and language clarity for the unit; and

WHEREAS, the parties have met and conferred, and have reached tentative agreement to amend the Unit's MOU; and

WHEREAS, the Unit has ratified the Tentative Agreement;

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

1. This Tentative Agreement is not a project subject to CEQA, because it is a government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines Section 15378(b)(4).)
2. The amendments to the Memorandum of Understanding for the IAFF 2400, set forth in the Tentative Agreement (attached as **Exhibit A** and incorporated herein), are approved and summarized as follows:

Term: The contract will be for a period of three years, commencing July 1, 2025 and expiring on June 30, 2028.

Salary: The bargaining unit will receive a 3.0% cost of living adjustment (COLA) salary increase and an additional 5.0% increase for equity adjustments, effective the first full pay period following June 30, 2025. The bargaining unit will receive a 3.0% COLA salary increase and an additional 1.0% equity adjustment, effective the pay period including July 5, 2026. The bargaining unit will receive a 3.0% COLA salary increase, effective the pay period including July 4, 2027.

Water Rescue: Provides a 3.0% differential to primary members and 1.5% to secondary members who perform water rescues out of Stations 28, 24 and 26.

Flexible Benefits Plan: The Association will not receive an increase to the fixed dollar

amounts in their monthly flexible benefit contributions to their health insurance in the first year of the contract. Effective January 1, 2027 and January 1, 2028, they will receive a 6.0% increase respectively.

Training Captain: Details how Training Captains are selected and how to address Training Captain vacancies.

Probationary Period: Reduce probationary period from 18 to 12 months for lateral firefighter-engineers.

Catastrophic Leave: Combines the minimum balance of leave hours a donating employee must retain from 100 sick leave hours and 100 vacation hours to a total of 200 leave hours (including sick, vacation or compensatory time).

Paramedic School: Department will meet and confer with IAFF to determine the process by which to pay for paramedic school and paramedics acting as preceptors. The intent is to encourage employees to become certified paramedics.

Separation Pays: Provides the Association with the opportunity to elect to change the contributions and/or conversion of separation pay arrangements for each successive calendar year. The Association must notify Human Resources in writing no later than November 30th of the change(s) to be made for the following calendar year. During the term of this Agreement, the Department will look to amend the applicable Plan documents to enable employees to be able to make individual elections regarding the pay-out of accrued leave balances upon separation.

L2400 Reimbursement: Describes how union members are reimbursed by SMC Fire for attending union-related activities.

Appendix C: Platoon/Station/Vacation Bid Procedure: Association will form a bid committee annually to administer bid process to ensure compliance with MOU and Local 2400 bylaws.

Mandatory Strike Team Letter: The parties will meet and confer to develop and implement a revised process for staffing mandatory strike teams.

Other: There are language changes relating to departmental operations and housekeeping language that amend some of the terms and conditions of the contract.

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 21st day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

COMPREHENSIVE MOU NEGOTIATION PROPOSAL

**Prepared by San Mateo Consolidated Fire Department
to
San Mateo County Firefighters, Local 2400
International Association of Firefighters**

May 2, 2025

The following represents the San Mateo Consolidated Fire Department's ("SMC Fire") total package proposal for MOU negotiations with the San Mateo County Firefighters, Local 2400, International Association of Firefighters ("IAFF"). The sections of the following items that are not shaded represent a total package proposal. Rejection of any part will be considered by the City to be a rejection of the entire package proposal. Those sections in shaded areas are ones in which the parties have reached a tentative agreement apart from the package proposal. Rejection of any part of the package by IAFF shall constitute rejection of the entire proposal, and SMC Fire will revert to its last position on each issue. TA will remain conceptual until the Parties reach agreement on specific MOU language setting forth the TA as well as ratified by the IAFF and approved by the SMC Fire, Fire Board.

All proposals and subjects of bargaining not addressed below shall be deemed as withdrawn by the respective Party. The following proposals only will be included in the successor MOU.

Section	Proposal			
Water Rescue	IAFF Proposal D			
Paramedic School	IAFF Proposal O			
Catastrophic Leave Donation	IAFF Proposal S			
Captain Paramedics	IAFF Proposal T			
Holiday Overtime Staffing	IAFF Proposal X			
Voluntary Overtime Staffing Procedure & APPENDIX C - Vacation Selection	IAFF Proposal W			
Separation Pays	IAFF Proposal U			
L2400 Reimbursement	IAFF Proposal V			
Mandatory Strike Team Staffing Procedure	Side Letter			
	The following proposals for increases to pay rates and SMC Fire health insurance contributions are presented in the form of three alternative options, and the option for the pay rate increase is tied to the option for the health contribution increase with the same option number (for example, Option 1 for pay rates is tied to Option 1 for health insurance). If this package is accepted, the parties must indicate here which option is being selected. Option Selected: <input checked="" type="checkbox"/> Option 2			
Pay Rates	COLA/Equity Increases			
		Year 1	Year 2	Year 3
	Option 2	3.0% COLA, 5.0% Equity	3.0% COLA, 1.0% Equity	3.0%
Flexible Benefits Plan	Health Insurance SMC Fire Contribution Limit Increases			
		Year 1	Year 2	Year 3
	Option 2	0%	6.0%	6.0%

COMPREHENSIVE MOU NEGOTIATION PROPOSAL

Prepared by San Mateo Consolidated Fire Department
to
San Mateo County Firefighters, Local 2400
International Association of Firefighters

May 2, 2025

Term	TA- 4/25/2025
Training Captain	TA- 4/25/2025
Probationary Period	TA-4/25/2025
Appendix C	TA- 4/25/2025
Leave of Absence	TA- 4/25/2025
Doctor's Certification	TA- 4/25/2025
Protected Sick Leave and Bereavement Leave	TA- 4/25/2025
Vacation Accumulation	TA- 4/25/2025
Family School Partnership Act	TA- 4/25/2025
Temporary Upgrade Pay	TA- 4/25/2025

For the IAFF:

Mark Volkman

Mark Volkman

Date: 5/6/2025

For the SMC Fire:

Jeff Bailey

Jeff Bailey, IEDA

Date: 5/6/2025

May 2, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

Water Rescue team (new section)

When designated by the Department as a Water Rescue Technician and working at a water rescue station, primary Water Rescue Technicians will receive differential pay of three percent (3%) of base pay, and secondary Technicians will receive one and one half percent (1.5%) of base pay. Primary Technicians are those stationed at Station 28. Secondary Technicians are those stationed at Stations 24 and 26. Only Technicians at these stations shall receive Water Rescue differential pay.

Continuing Education

Technicians interested in maintaining membership on the Water Rescue Team may continue to hold existing certification and participate in water rescue activities; however, those seeking to maintain differential pay must maintain annual certification based on annual refresher requirements as determined by the Training Division in conjunction with the Water Rescue Committee. It is the intent of the Department to maintain the existing training practices and schedule.

However, in the event that the in-service training program is unable to meet the needs of the Water Rescue Technician annual refresher requirements due to lack of educational opportunities, and at no fault of the Technician's, members will continue to receive incentive-based pay until refresher training is re-offered.

Staffing for Water Rescue Team

Daily

1. Minimum required Water Rescue Technician daily staffing for Station 28 shall be two (2) personnel per Engine Company. Secondary stations (stations 24 and 26) will not be required to be staffed with Water Rescue Technicians.
2. In the event that inadequate Water Rescue Technicians are available at Station 28 to staff the Team, the junior Water Rescue Technicians(s) on the shift shall be relocated to Station 28 for the day provided that such movement does not impact: paramedic coverage, Engineer Operator and Truck Tiller/Operator coverage, and Hazmat coverage at station 14.
3. In the event that adequate Water Rescue Team coverage cannot be achieved provided that items 2 are satisfied, the Captains at Station 28 have discretion to notify the duty Battalion Chief that the Water Rescue Team is out of service due to staffing until adequate personnel can be provided. If the Water Rescue Team is out of service for the shift due to staffing, members shall not receive incentive pay at the affected station for the out-of-service duration.

May 2, 2025

Signups

1. At sign ups, minimum required Water Rescue Technicians for Station 28 shall be two (2) personnel per Engine Company. Secondary stations (stations 24 and 26) will not be required to be staffed with Water Rescue Team personnel.
2. If, at the conclusion of signups, inadequate Water Rescue Team personnel are available having first provided for staffing needs of Paramedics, Operators, and HAZMAT personnel, the Department shall make every effort PRIOR to the beginning of new platoon assignments to get the incoming Station 28 members certified for the following year.

Training requirements for Water Rescue Team assignment

Water Rescue Technicians shall maintain competency in the skills, equipment and assigned training as determined by the SMC Training Division in conjunction with the Water Rescue Committee. Failure to maintain competency or complete assigned training may result in removal from the Water Rescue Team and any loss of associated incentives. Additionally, the Department will make every attempt to provide Water Rescue Technician training to new and existing team members. The department will cover the cost of the course, while any additional associated costs will be evaluated by the Training Chief and the Deputy Fire Chief on a case-by-case basis.

For the IAFF:

Mark Volkman
Mark Volkman

Date: 5/6/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 5/6/2025

May 2, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

Paramedic School (new section)

The intent will be to create a channel for employees to attend Paramedic school when at or near minimum of Firefighter/Paramedic numbers per our Policy or when the Department foresees a need. This will be a meet and confer item based on needs of the Department at the time.

All other interested applicants will be responsible to fulfill all prerequisite requirements on their own to become eligible for placement on an interest list. Once prerequisites are complete, the firefighter will be placed on an active list based on time of completion of prerequisites. In event of those being fulfilled at the same time by two or more people, the placement on the list will be by department seniority.

The Department will cover all tuition, books, and associated fees for schooling including certification fees associated with the program.

- Covered expenses will include:
 - Tuition
 - Books
 - Required accreditations not included in tuition
 - Other applicable costs directly related to schooling

Firefighters will be granted paid time off to attend school and clinical portion on regularly scheduled duty days when necessary. The department will hire backfill when needed.

Time off will not be given for make-up days due to sick leave, vacation, trades or comp-time taken off by the employee without prior approval of the Administration.

While performing duties associated with Paramedic training (ie. clinical, didactic, etc.) the Department will consider this time work-related and assume coverage of the employee for any workers compensation injuries and claims.

A maximum of 72 hours of clinical hours can be scheduled during regularly scheduled duty days and covered by the Department.

Tuition for the program will be paid by the employee. Reimbursement will occur at the end of each term for a college program or quarterly for a private program based on continued enrollment and satisfactory completion of coursework to that point.

Members of the Department may be removed from the program due to violation of Department policies and will not be reimbursed for expenses incurred for schooling for that term in which they were removed.

May 2, 2025

If granted the ability to perform Internship hours on an Engine Company, a Preceptor will be coordinated and appointed to perform hours on an Engine Company in accordance with the State of California Emergency Medical Service Authority.

If San Mateo Consolidated Paramedics perform in the role of a preceptor, they will earn an additional \$4.00 per hour for each hour acting as a preceptor.

For the IAFF:

Mark Volkman
Mark Volkman

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 5/6/2025

Date: 5/6/2025

May 2, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

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APPENDIX B

CATASTROPHIC LEAVE DONATION POLICY

I. PURPOSE

This policy has been developed to assist employees who have exhausted paid leave balances due to a serious/catastrophic or debilitating illness, injury or condition, affecting their own ability to work or requiring the employee's absence to provide care for an immediate family member (spouse, children of either spouse, either parent, brother or sister, employee's grandparents, grandchildren, mother or father-in-law or brother or sister-in-law). Other relatives and significant persons may be included with the approval of the Fire Chief.

II. DEFINITION

A catastrophic illness or injury is defined as an illness or injury that has been diagnosed by a licensed physician, requiring an extended period of treatment or recuperation or which has a significant risk to life or life expectancy. This policy may be used in conjunction with the Federal and State Family Leave laws.

III. CRITERIA FOR DONATING AND RECEIVING LEAVE DONATIONS

Employee Receiving Donated Leave

An employee is eligible to receive donated leave under the following conditions:

- a) employee must be a regular full or part time employee;
- b) employee must have exhausted all paid leave balances;
- c) employee must have a catastrophic illness as previously defined;
- d) employee must be prevented from returning to work for at least 30 calendar days and be eligible for long-term disability benefits or family leave;
- e) employee cannot receive leave when his/her employment status would prevent continuation of active leave benefits;
- f) the medical prognosis for the condition includes a reasonable expectation that proper care and rehabilitation will result in the return of the employee to full duties.

Employee(s) Donating Leave

An employee is eligible to donate accrued sick or vacation leave under the following conditions:

- a) employee must be a regular full or part time employee;
- b) employee must retain a minimum balance of **200 hours of leave (vacation, sick leave or comp-time)** ~~100 hours of sick leave and 100 hours of vacation~~ after donating;

May 2, 2025

c) employee must donate a minimum of four (4) hours.

IV. CONDITIONS

- a) participation by regular employees (both donating or receiving) shall be voluntary;
- b) leave may be donated only when there is a catastrophic illness as defined above;
- c) once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the leave hours donated;
- d) donated leave cannot be used for longer than twelve (12) months, when donated leave is exhausted, or a change in employment status occurs whichever comes first.

V. PROCEDURES

a) For donating employees:

1) A donating employee completes the donation form and sends it through the approval process to Human Resources. Once approved, Payroll will use the date and time approved to track the donation. Donated leave will be credited to the receiving employee from donating employees in chronological order by the date submitted for approval and used only as needed. If there are simultaneous requests to donate, the hours needed will be evenly divided between donating parties.

2) The Human Resources and the Fire Chief or designee must approve the donation prior to submission to Payroll for final processing.

b) For receiving employees:

1) The receiving employee must be eligible and willing to receive the donated sick or vacation leave. The medical details of the need for the donated leave are up to the receiving employee to share and will be kept confidential, unless otherwise advised in writing by the receiving employee.

2) Once the employee's own leave balances have been exhausted and/or the family leave period has expired, the employee may receive donated leave in lieu of long term disability benefits to remain on paid status. While on paid status, Department benefits will continue.

3) A receiving employee may not receive donated leave that allows a continuing leave of absence status if a decision would have otherwise been made concerning the employment status of the employee.

For the IAFF:

Mark Volkman
Mark Volkman

Date: 5/6/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 5/6/2025

May 2, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

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26.5 Fire Captain Paramedics

Fire Captain rank employees will be allowed to continue to serve the Department as a paramedic under the following guidelines;

- Shall not be pre-scheduled to work as a stand-alone paramedic. **Pre-scheduled is defined as at bid and long-term vacancies.**
- Shall be allowed to work as a stand-alone paramedic for up to 24 **consecutive** hours, if not enough Firefighter medics are on duty that day.
- Shall be allowed to act as a mentor/Field Training Officer (FTO) for newly accredited paramedics.
- Will assist firefighter/paramedics with treatment of patients on all incidents as needed.
- Will assume role of a treating paramedic as necessary on incidents where multiple patients are present.
- Will assist with patient care report writing

Fire Captains under this section criteria shall receive secondary paramedic compensation in accordance with Section 26.2.

26.6 Classic Medics - Captains Paramedics

Classic Captains Paramedics as listed in Appendix A shall receive a paramedic differential equal to ten percent (10%) of the top step base pay of the Firefighter/Engineer classification and will continue to receive that differential until they leave the ALS program. They will be referred to as 'Classic Medics'.

- Shall not be pre-scheduled to work as a stand-alone paramedic. **Pre-scheduled is defined as at bid and long-term vacancies.**
- Shall be allowed to work as a stand-alone paramedic for up to 24 **consecutive** hours, if not enough firefighter medics are on duty that day.
- Shall be allowed to act as a mentor/Field Training Officer (FTO) for newly accredited paramedics.
- Will assist firefighter/paramedics with treatment of patients on all incidents as needed.

For the IAFF:

Mark Volkman
Mark Volkman

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 5/6/2025

Date: 5/6/2025

May 2, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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30.2.4 Holiday Mandatory Overtime Staffing Procedure

- a. This procedure shall be used to hire mandatory overtime for Thanksgiving, Christmas Eve, and Christmas Day. Notification of those being mandated for overtime will be as far in advance as possible. For these holidays, notification of those being ordered to work mandatory overtime shall be done 96 hours in advance. The number of people notified will be determined by the actual number of vacancies on those holidays for which it is anticipated that overtime will be needed to fill, plus two in each job classification, including paramedics if not included in the other classifications. Any employee notified twice in the same calendar year for mandatory overtime on a holiday, but not used for either day, will have the second date assigned as a date worked and move to the bottom of the mandatory overtime list. If personnel needed exceeds the number of personnel notified, the Battalion Chief shall invoke the Emergency Overtime procedure utilizing the mandatory overtime list as the first means of staffing. Should the mandatory overtime list be exhausted, vacancies shall be filled by the first person contacted.
- b. All employees who are not on vacation the last 12 hours of their normal duty day prior to the mandated holiday or the first 12 hours of their next normal duty day after the holiday (referred to as “bracketed days”), will be considered available for holiday mandatory overtime. All employees not on vacation, sick leave, workers compensation, or other recognized leave, will be available to be mandated to work overtime on the three holidays listed in 30.2.4a. Employees exercising the vacation exemption from holiday mandatory overtime must utilize the leave. Bracketed days cannot be traded. Employees denied **Annual** vacation leave for Thanksgiving, Christmas Eve, or Christmas Day due to a lack of overtime volunteers will have their names placed at the bottom of the mandatory overtime list.
- c. When one platoon is responsible for both holidays, i.e., Christmas Eve and Christmas Day the following will take place:

For example, employees will be notified according to the existing procedure. Once employees are notified, the person at the bottom of the list of employees notified will have first choice picking either Christmas Eve or Christmas Day. The next person from the bottom of the list will have the next choice for either Christmas Eve or Christmas Day. This procedure will take place until all slots are filled for both days. (Group the needs of those notified for both days together on one list, then have the personnel choose.)

An example of the above procedure is as follows:

May 2, 2025

1	Last Choice
2	Eleventh Choice
3	Tenth Choice
4	Ninth Choice
5	Eighth Choice
6	Seventh Choice
7	Sixth Choice For Either Day
8	Fifth Choice For Either Day
9	Fourth Choice For Either Day
10	Third Choice For Either Day
11	Second Choice For Either Day
12	First Choice For Either Day

- d. No employee shall be mandated to work overtime, except emergency overtime, if it requires them to work a minimum of four (4) hours on each shift of Christmas Eve and Christmas Day. No employee will be mandated to work to replace another who is working out of rank for a short term Temporary Upgrade (acting) assignment.
- e. Mandated employees who find their own replacement shall be exempt from any additional occurring overtime for that date.

For the IAFF:

Mark Volkman
Mark Volkman

Date: 5/6/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 5/6/2025

May 2, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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30.2.2 Voluntary Overtime Staffing Procedure

- a. The Department shall utilize the designated computer program (currently Telestaff). Employees may access the program via computer in the fire stations, or from home via Internet from their personal computers. It is the responsibility of the employees who wish to be available for overtime to make sure the computer program has properly recorded their availability on all or part of the specific date. Employees may access the computer program at any time to make modifications to their availability or the phone number they can be contacted at. The Battalion Chief or designee will be available to assist employees who are unable to access the computer program. The back-up for the computer program will be a telephone call to the Battalion Chief office. Training will be provided for all employees on the computer program's operations prior to implementing any new features of the program.
- b. Staffing will be performed through use of the computer program. It will contact identified voluntary employees by their listed phone number. Employees who receive an automated contact will follow the procedures for accepting or rejecting overtime.
- c. If an employee accepts a voluntary overtime assignment, the number of voluntary overtime hours worked will be added to the total hours the employee has worked that year. Employees may only reject a voluntary overtime assignment when another employee is signed up and willing to cover the vacancy. Voluntary overtime assignments may not be rejected when the rejection would cause a mandatory overtime assignment to another employee. If an employee rejects any voluntary overtime assignment with in rank of over four hours that is within the time window the employee had declared themselves available, the computer program will add 24 hours to the total number of hours the employee has worked that year. Failure of an employee to accept or acknowledge a voluntary overtime in Telestaff or by direct contact with the duty BC, shall result in the employee having 24 hours added to the total hours the employee has worked that year. Overtime notifications not received due to technological difficulties with the department staffing software or hardware will be grounds for waiving of the 24 hour penalty. Personal technological issues are not reason for wavier of the 24 hour penaty.
- d. The voluntary overtime list will be according to total hours and seniority. January 1st of each year the total number of hours worked will be reset to zero and the computer program will arrange the list according to seniority by job classification.

May 2, 2025

Hours worked, or the refusal penalty, will be added to the overtime account of each employee throughout the year. Employees with the least number of hours worked will get the first opportunity to accept an overtime assignment. If two employees have the same numbers of hours worked, the senior employee will have the first opportunity to accept an overtime assignment.

- e. Overtime worked by holding over for less than for (4) hours, or approved special projects, OES or FEMA assignment, or officer meetings will be coded and entered as overtime department business, and will not be calculated to the total overtime worked for purpose of determining placement on the voluntary overtime list.
- f. Personnel changing platoons or job classifications shall be placed on the overtime list based on their total hours overtime worked that year.
- g. No trades are allowed while working overtime.
- h. Personnel hired first for less than 24 hours for voluntary overtime on a given day shall have first right to receive additional continuous hours due to schedule changes, up to the end of that shift.
- i. Every effort will be made to staff between the window of 1330 1700 and 1700 2000.

APPENDIX C

PLATOON/STATION/VACATION BID PROCEDURE

Vacation Selection

- During the annual Platoon/Station/Vacation selection process, vacation shall be selected in forty-eight (48) hour blocks each. (Complete tours.)
- After the annual vacation process is completed and all vacations have been approved by the Fire Chief or designee, additional available vacation spots will be available to be selected on a first come first served basis.
- All vacation shall be taken in either twelve (12) hour or twenty-four (24) hour increments beginning at 8:00 am or 8:00 pm for twelve (12) hour vacation and 8:00 am for twenty-four (24) hour vacation.
- Vacation may be banked a minimum of forty two and one half (42.50) hours in advance.
- There shall be three (3) Captain vacation spots and five (5) Firefighter/Engineer vacation spots per day for the annual vacation selection.

May 2, 2025

For the IAFF:

Mark Volkman

Mark Volkman

Date: 5/6/2025

For SMC Fire:

Jeff Bailey

Jeff Bailey

Date: 5/6/2025

May 2, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS, LOCAL
2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

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Art 39 Separation Pays

Any employee separating within the term of this contract will ~~elect~~ have all eligible accrued leave balances paid out into his/her ~~final paycheck, 457 Account or their~~ Retirement Health Savings account in accordance with the Plan design.

The Association may elect to change the above contributions and/or conversion of separation pay arrangements for each successive calendar year of this Agreement. The Association must notify Human Resources in writing no later than November 30th of the change(s) to be made for the following calendar year. In the event notification is not received by the deadline, the contributions and separation pay arrangements in effect at the time will continue for the following calendar year.

During the term of this Agreement, SMC Fire will seek to amend the applicable Plan documents to enable employees to be able to make individual elections regarding the pay-out of accrued leave balances upon separation (to be paid out as cash, as a 457 account contribution up to the legal limit, or to their Retirement Health Savings account).

For the IAFF:

For SMC Fire:

Mark Volkman

Jeff Bailey

Mark Volkman

Jeff Bailey

Date: 5/6/2025

Date: 5/6/2025

May 2, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

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Art L2400 Reimbursement (new section)

If an employee is an Executive Board Member of Local 2400 and is to attend training, conferences or any other activity on behalf of Local 2400, the Department may grant time off for that member to attend and will seek reimbursement for the overtime cost to backfill for their position.

- Requests for time-off will be submitted to the Fire Chief or designee in writing.
- Once granted, the Department will be responsible to track hours and overtime cost for associated time off.
- The cost paid by Local 2400 will only be equal to the hourly cost paid for each hour required to backfill the position.
- The Department will invoice Local 2400 on a quarterly basis.

For the IAFF:

Mark Volkman
Mark Volkman

Date: 5/6/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 5/6/2025

CONFIDENTIAL

**LETTER OF UNDERSTANDING
between**

**San Mateo Consolidated Fire Department
and
San Mateo County Firefighters, Local 2400
International Association of Firefighters**

Mandatory Overtime Strike Team

During the course of the 2025 labor contract negotiations, the parties discussed the process of how mandatory strike teams are staffed.

Within ninety (90) days of Association ratification and Fire Board approval of this MOU, representatives of San Mateo Consolidated Fire Department (SMC Fire) and the Association will meet to discuss developing and implementing a revised process for staffing mandatory strike teams.

IAFF

SMC FIRE

By Mark Volkman
Mark Volkman

By Jeff Bailey
Jeff Bailey

DATED 5/6/2025

DATED 5/6/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

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34.3 Vacation Accumulation

- a. The Department will provide each employee a bi-weekly written accounting of vacation accumulation and vacation earned and used during the previous pay period. The report may be included on the bi-weekly wage and earnings statement. Employees may not accrue more than two times their annual vacation leave.
- b. Employees are responsible to schedule their vacation during the annual vacation signups to ensure that their maximum accrual does not exceed their two (2) year accrual. ~~For all employees covered by this MOU, the accrual of vacation leave will cease effective with any pay period in which the employee's vacation accrual reaches its maximum balance and shall not recommence until the employee's vacation leave balance falls below this maximum. Employees may continue to accrue vacation leave for maximum of an additional ninety (90) days with specific approval by the Department Head. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels which do not exceed their maximum balance, Department Head or their designee will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual. Employees who are unable to take their vacation due to the Fire Department's service needs, and reach their maximum permissible vacation accumulation will be required to accept cash payment, in twenty-four (24)-hour increments, for enough time to reduce the accumulation below the maximum.~~

For the IAFF:

Mark Volkman
Mark Volkman

Date: 4/25/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 4/25/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

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Article 56 Term

This agreement shall be effective upon approval of Local 2400 and the Board of Directors and for the period from July 1, 2022~~5~~ through June 30, 2025~~8~~.

For the IAFF:

Mark Volkman
Mark Volkman

Date: 4/25/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 4/25/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

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35.4 Protected Sick Leave and Bereavement Leave

Protected sick leave shall be granted in accordance with federal and state laws, including but not limited to the Family and Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave. ~~may be taken and if taken, shall be charged to sick leave for the following reasons:~~

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

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

~~Sick leave may be used to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking.~~

For the purpose of this subsection "immediate family" means:

- Parent (biological, adoptive, foster-parent, stepparent, grandparent or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child);
- Spouse or domestic partner (upon submission of a written affidavit for domestic partnership or a notarized Declaration of Domestic Partnership filed with the California Secretary of State);
- Child (biological, adopted, foster-child, stepchild, grandchild, legal ward or child to whom the employee stands in loco parentis);
- Sibling; and
- An "immediate family" member also includes a "designated person". The employee shall identify their "designated person" at the time the employee requests the leave. Employees are limited to one (1) "designated person" per 12-month period.

Not more than six (6) days or 48 hour for a 40 hour employee or four (4) shifts or 96 hours for a 56 hour employee of such family sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist, at the discretion of the Fire Chief and or his/her designee, a reasonable extension of the six (6) days or 48 hour for a 40 hour

April 22, 2025

employee or four (4) shifts or 96 hours for a 56 hour employee limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick leave. In the event of a death in the immediate family, a 40 hour employee may take up to ~~three~~ **five** days or 24-40 hours, a 56 hour employee may take up to two (2) shifts or 48 hours of paid time off. At the discretion of the Fire Chief or his/her designee, the employee may be granted additional shifts of accrued sick leave. **Employees may use their eligible leave balances (e.g., sick leave and vacation) to remain on paid status. Bereavement Leave may be taken intermittently and shall be completed within three (3) months of the date of death of the immediate family member.**

Bereavement Leave shall be tracked separately from other types of leave. In the context of bereavement leave only, immediate family member shall be defined as: mother, stepmother, father, stepfather, husband, wife, domestic partner, child of domestic partner, son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, stepbrother, sister, stepsister, foster parent, foster child, mother-in-law and father-in-law, son-in-law, daughter-in-law, brother-in-law or sisters-in-law, spouse's grandparents, or any other person sharing the relationship of in loco parentis.

~~spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchildren.~~

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

For the IAFF:

Mark Volkman
Mark Volkman

Date: 4/25/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 4/25/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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35.3 Doctor's Certification

The Fire Chief or his/her designee is responsible for determining that only bona fide personal or family sick leave is taken. A doctor's certification may be required in all cases where the period of absence exceeds **seventy-two (72) hours for fifty-six (56) hour employees) or forty (40) hours for forty (40) hour employees** ~~five (5) consecutive working days or three (3) consecutive shifts~~. The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence, where, in the opinion of the Fire Chief, or his/her designee, substantial evidence exists that sick leave has been misused and a prior warning has been given to the employee regarding the abuse of sick leave.

For the IAFF:

For SMC Fire:

Mark Volkman
Mark Volkman

Jeff Bailey
Jeff Bailey

Date: 4/25/2025

Date: 4/25/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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36.4 Leave of Absence without Pay

Leaves of absence without pay may be granted ~~for a period not to exceed one (1) year in cases of illness not covered by sick leave; in cases of personal emergencies, including childbirth;~~ for temporary employment by the Union; for education and training; or when such absences would not be contrary to the best interests of the Fire Department. Any authorization for leave of absence without pay shall be made in writing by the Fire Chief or his/her designee.

The employee may elect to use earned sick leave (provided eligible for sick leave) and vacation prior to commencement of the leave or retain the earned sick leave and vacation for use upon return to employment.

Absence from duty without pay for a period not exceeding fifteen (15) calendar days for satisfactory reasons may be granted by the Fire Chief or his/her designee.

Any employee who does not return to his employment on or before the date of expiration of his leave shall be deemed separated from the service as of such date of expiration, subject to due process. An employee who is on leave without pay shall not accrue vacation or sick leave.

For the IAFF:

Mark Volkman
Mark Volkman

Date: 4/25/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 4/25/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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APPENDIX C

PLATOON/STATION/VACATION BID PROCEDURE

The Platoon/Station/Vacation sign-ups will be done using the following guidelines:

- The sign-ups will start October 1st of each year and the results will be posted by December 15th of each year. Employees will be given a two week prior notice to the beginning of sign-ups by Department email specifying date and time of their selection.
- Captains will sign up first, followed by Firefighter/Engineers. The order of the selection process will be by seniority in rank.
- ~~Each employee will be notified by email of their date and time for selection.~~
- ~~Each employee will have a designated two-hour time frame to make their selections.~~
- ~~The selection process shall commence at 8:00 am and conclude at 8:00 pm each day.~~
- Local 2400 will form a bid committee each year to administer the bid process for the following year. A Local 2400 DVP or his/her designee from the E-board shall always be a member of the bid committee to ensure compliance with MOU and Local 2400 bylaws.
- If an employee fails to make their selection during their designated time, the selection process will move to the person next on the list. Employees who fail to make their selection during their assigned time will be able to make their selections after all other non-probationary employees have completed their selections. Exceptions to this for extreme circumstances can be approved by the SMCDFDA E- Board.

Firefighter Paramedics

- The number of stand-alone firefighter paramedics shall be balanced between the platoons. The total number of stand-alone paramedics shall be divided by three to determine the number of paramedic slots per platoon.
- Station selections shall provide for a minimum of one stand-alone paramedic firefighter for every engine and truck company.

Hazmat Tech/Specialist

- The number of Captain hazmat tech/specialist and Firefighter hazmat tech/specialist shall be balanced between the platoons. The total number of Captain hazmat tech/specialist and Firefighter hazmat tech/specialist shall be divided by three to determine the number of hazmat tech/specialist per rank slots per platoon.
- There shall be a minimum of two (2) Hazmat Consult Specialists per platoon.
- Station #14 shall have a minimum of one Captain Hazmat Tech/Consult Specialist and one (1) Firefighter Hazmat Tech/Specialist.

April 22, 2025

Truck Operators

- There shall be at least one (1) Aerial Ladder Truck Tractor Operator and one (1) Aerial Ladder Truck Tiller Operator per platoon at each of the stations where the trucks are assigned.

Vacancies

- Permanent Vacancies on a platoon during the year shall be filled from the swing personnel assigned to that platoon, by seniority. If needed, swing personnel from another platoon can be reassigned to help fill vacancies and balance the platoons.
- Members with the lowest seniority in each classification are subject to platoon reassignment for balancing staffing levels as needed.

Probationary Employees

- After the last non-probationary firefighter has completed their selections the bidding process will be terminated. Management and the DVP's will meet and collectively work to determine any needed changes to the completed sign-ups and determine the assignment of probationary personnel. Considerations will be given to Departmental staffing needs, training needs, and employee seniority. Probationary personnel who have completed the first twelve (12) months of probation will be able to select vacation after their platoon assignments have been finalized.
- After successful completion of the Firefighter Academy, the following guidelines shall be followed to provide the probationary firefighters ~~thirty~~ ~~forty~~ (30) shifts of consistent supervision and orientation.
 - When long term vacancies exist at a station a probationary fire fighter shall be assigned to that station for a maximum of ~~thirty~~ ~~forty~~ (30) shifts.
 - In the event no long-term vacancies exist, the probationary firefighter shall assume the permanent station assignment of the least senior firefighters on that platoon for a minimum of ~~thirty~~ ~~twenty~~ (30) shifts. Consideration will be given to apparatus staffing needs when assigning probationary personnel, i.e., Paramedics and Operators.)
 - Company officers shall provide probationary firefighters adequate opportunities to familiarize and train with truck company equipment.

Nothing herein shall be construed to erode the authority of the Fire Chief set forth in Article 34 (Vacation) and Article 46 (Miscellaneous Work Assignments) to schedule, assign, approve vacations, platoons, or stations.

Vacation Selection

- During the annual Platoon/Station/Vacation selection process, vacation shall be selected in forty-eight (48) hour blocks each. (Complete tours.)

April 22, 2025

- After the annual vacation process is completed and all vacations have been approved by the Fire Chief or designee, additional available vacation spots will be available to be selected on a first come first served basis.
- All vacation shall be taken in either twelve (12) hour or twenty-four (24) hour increments beginning at 8:00 am or 8:00 pm for twelve (12) hour vacation and 8:00 am for twenty-four (24) hour vacation.
- Vacation may be banked a minimum of forty (40) hours in advance.
- There shall be three (3) Captain vacation spots and five (5) Firefighter/Engineer vacation spots per day for the annual vacation selection.

For the IAFF:

Mark Volkman
Mark Volkman

Date: 4/25/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 4/25/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

Article 3 Probationary Period

3.1 Probationary Period

The probationary period shall relate to the length of time it requires for an employee to become proficient in the particular position and for the appointing authority to adequately judge the proficiency. ~~The probationary period for all positions shall be eighteen (18) months.~~

3.2 Firefighter-Engineer: Entry Level

The probationary period for a Firefighter-Engineer's position shall be eighteen (18) months, consisting of twelve (12) months of extensive training as a Firefighter, and finally six (6) months of apparatus operator training based on the State Fire Marshal Apparatus Operator 1A & 1B curriculum (or equivalency as approved by Training Chief). Upon satisfactory completion of the Firefighter portion of the training, the probationary Firefighter-Engineer shall be eligible for regularly scheduled salary step increases (except as outlined in Article 20, c). Failure to successfully complete either portion of training shall be cause for dismissal. Firefighter-Engineer probationary period shall be eighteen (18) months from the successful completion of the Fire Academy.

3.3 Firefighter-Engineer: Lateral Hire

The probationary period for a Firefighter-Engineer hired as a lateral hire shall be twelve (12) months starting from the first day of in-house academy. For the purpose of determining probationary period, lateral hires are defined as those who are hired under a lateral hiring process, already possesses valid State Fire Marshal Apparatus Operator 1A and 1B certification (or equivalency as approved by the Training Chief), and have at least one year of experience operating pump-equipped Type 1 fire apparatus.

3.4 Probationary Period Extension

~~If an individual is hired with special requirements (as detailed in the letter offering employment), the individual must meet the conditions contained in the offer letter in order to complete their probationary period.~~ The Department may extend an employee's probationary period up to six (6) months in order for the employee to **successfully complete their required probationary training or to meet any** the special requirements contained in their offer letter.

3.5 Promotional Position

The probationary period for a promotional position shall be twelve (12) months.

April 22, 2025

For the IAFF:

Mark Volkman
Mark Volkman

Date: 4/25/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 4/25/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

36.6 Family-School Partnership Act Leave (new section)

Intent: Provide employees up to forty (40) hours per calendar year to participate in school activities in accordance with state law. Employees shall utilize vacation, compensatory time, and Executive/FLSA Exempt Management Leave for the purposes of the planned absence.

LANGUAGE:

36.6 Family-School Partnership Act Leave

California Government Code Section 230.8 entitles employees who are a parent, legal guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child in a licensed daycare facility or school (from birth through grade 12) up to forty (40) hours off per year, with a maximum of eight (8) hours per calendar month, to participate in school activities. Employees shall utilize vacation or compensatory time, for the purposes of the planned absence. The type of leave used by the employee shall be at the sole discretion of the employee. Employees shall not use sick leave for the purposes of the planned absence. Employees who do not have any accrued vacation, compensatory time, or Executive/FLSA Exempt Management leave are permitted to utilize leave without pay for this purpose. Employees shall give reasonable notice to their supervisor of the school activity planned absence and upon return to work, provide to their supervisor documentation from the school or licensed childcare provider as proof that the employee engaged in child-related activities. A Department Head shall not deny a request for this leave except for reasons critical to the department operations.

For the IAFF:

Mark Volkman
Mark Volkman

Date: 4/25/2025

For SMC Fire:

Jeff Bailey
Jeff Bailey

Date: 4/25/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

28.5 Training Captain Recruitment (new section)

Any captain interested in applying for a Training Captain position shall submit an email to the Training Chief no later than July 15th each year. The Training Chief will review the submissions and schedule interview dates with the interested parties. The Training Chief will make the decision to appoint the Training Captain prior to the bid. Once the Captain is assigned to the Training Captain position, they will hold said position for a minimum of one year subject to the Training Chief's discretion.

In the event of a vacancy for the Training Captain position with no current interest for the position, the most junior Captain or newly promoted Captain will fill the role of Training Captain.

For the IAFF:

For SMC Fire:

Mark Volkman
Mark Volkman

Jeff Bailey
Jeff Bailey

Date: 4/25/2025

Date: 4/25/2025

April 22, 2025

SAN MATEO CONSOLIDATED FIRE and SAN MATEO COUNTY FIREFIGHTERS,
LOCAL 2400 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2025 MOU NEGOTIATIONS

TENTATIVE AGREEMENT

Article 32 Temporary Upgrade Pay (Acting Pay)

Compensation to employees who are assigned by the Department to work in an upgraded **short term** position/classification for a limited duration.

32.1 Fire Captain Temporary Upgrade Pay

Whenever a Firefighter-Engineer is assigned the regular duties of a Fire Captain, he/she shall be paid at the step on the Captain pay scale that provides for at least a five percent (5.0%) increase in the employee's base pay.

There will be no compensation for out of rank Trades.

32.2 Eligibility for Temporary Upgrade Assignments

Employees are eligible to be assigned if they are on the Captain promotional eligibility list and have successfully completed the Acting Fire Captain Qualifications as outlined in the Department Procedures Manual. Temporary Acting Captain assignments shall be filled by employees within the shift, priority shall be given to regular duty then overtime.

In the absence of an eligibility list for Captains, acting in a higher classification shall be assigned from those employees who have completed Acting Fire Captain Qualifications.

32.3 Order of Assignment for Short Term Temporary Upgrade Captain Assignments

Whenever a Captain is needed to fill out the approved complement of a shift and a person must be hired back to fill such approved complement, a reasonably available Captain shall be hired back rather than appointing a Firefighter-Engineer as Acting Captain.

For temporary upgrade Captain assignments, as long as there are on-duty volunteers, no non-volunteering employee will be assigned to a higher classification. Employees shall be assigned in order of placement on the eligibility list or in the event there is no list, in order of seniority. The use of personnel out of sequence or for partial shifts shall be at the discretion of the Battalion Chief. The Department may elect not to assign an employee to a temporary upgrade assignment if the employee has a documented performance issue. In such case, the employee will be notified in advance of such decision.

April 22, 2025

32.4 Long Term Upgrade Captain Assignments

32.4.a Temporary Upgrade Pay

When an employee is acting or working out of classification due to incumbent’s approved leave of absence, said employee shall receive Temporary Upgrade Pay (TUP). TUP, as defined by California Code of Regulation 571(a)(3), is compensation to employees who are required by their employer or governing board or body to work in a higher upgraded position/classification of limited duration.

TUP assignments shall be no longer than six (6) months in duration.

TUP shall be reported to CalPERS as special compensation for classic members.

32.4.b Work Out of Class

Work Out of Class (WOC) appointments shall only be made for vacant positions during active recruitment. Gov. Code Section 20480 of the Public Employees’ Retirement Law (PERL) defined an “out-of-class appointment” to mean an appointment to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration. For purposes of this section, a "vacant position" refers to a position that is vacant during active recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee’s leave of absence (see “Temporary Upgrade Pay” above).

WOC assignments shall be no longer than six (6) months in duration.

WOC Acting Pay is reportable to CalPERS as compensation for both classic and PEPPRA members.

Employees will be assigned Long Term Upgrade Captain Assignments in accordance with the meet and confer process with the Department and the DVP’s. ‘Long Term’ is defined as ten (10) or more shifts.

32.5 Temporary Upgrade Battalion Chief Assignment

Whenever a Fire Captain is assigned to serve in a Temporary Upgrade Battalion Chief Assignment, he/she shall be paid at the step on the Battalion Chief pay scale that provides for at least a five percent (5.0%) increase in the employee’s base pay. A Fire Captain in a Temporary Upgrade Battalion Chief Assignment will remain covered by all provisions of the Fire Unit MOU.

For the IAFF:

For SMC Fire:

Mark Volkman
Mark Volkman

Jeff Bailey
Jeff Bailey

April 22, 2025

Date: 4/25/2025

Date: 4/25/2025



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Carisa Workman, Fire Marshal

Meeting Date: May 21, 2025

Subject: **Agenda Items 7.1 and 7.2 - Adoption of State Local Responsibility Area Fire Hazard Severity Zone Map and Amendment to Fire Code Ordinance**

RECOMMENDATION

Second reading of two companion Ordinances. Both Ordinances were presented for initial reading at an open and public meeting of the SMC Fire Board on April 29, 2025. One Ordinance would adopt the Local Responsibility Area (LRA) fire hazard severity zone map published by the Office of the State Fire Marshal consistent with Government Code sections 51178 and 51179. The other Ordinance would modify existing Ordinance 2022-001, which established the San Mateo Consolidated Fire Department Fire Code by adopting the 2021 International Fire Code with the 2022 California Fire Code Amendments and the 2021 International Wildland Urban Interface Code with local findings and modifications.

BACKGROUND

The California State Fire Marshal previously published fire hazard severity zone maps in 2008. At that time, state law only required state responsibility area (SRA) maps to be adopted. New maps were supposed to be released in 2011 – however, due to changes in methodology and state law the maps were significantly delayed. State law now requires local jurisdictions to adopt fire hazard severity zone maps for the LRA maps. The LRA maps were supposed to be released in 2024 along with the SRA maps. However, state law was again changing when it came to the requirements of local jurisdictions with designated LRA fire hazard severity zones.

In early 2025, the State Fire Marshal began releasing updated maps on a rolling basis. The release of updated maps for San Mateo County in March of 2025 has made it necessary for SMC Fire to adopt a new ordinance.

Because of the new designation of hazard severity zones within the jurisdiction, it is also necessary for SMC Fire to modify the existing fire code ordinance that made changes to the wildland provisions contained in Ordinance 2022-001.

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

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

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

The State Fire Marshal new LRA maps identify areas in Belmont and San Mateo as Moderately High Fire Hazard Zones. We will continue to be proactive by educating homeowners on the importance of defensible space while performing vegetation inspections as requested. SMC Fire CRR also participated in “Be Wildfire Safe & Ready” and “Learn About the New Fire Hazard Severity Zones Maps” event hosted by Diane Papan’s Office. These events were geared to help the community understand what the new maps mean and ways to stay safe and prepared. Residents will also have an opportunity to hear from CalFire, Insurance Consumer Advocates and the California Department of Insurance. SMC Fire’s website is up to date with the LRA maps, applicable CA codes, legislation, timelines and resources and we continue to post social media messages weekly.

ANALYSIS

SMC Fire is providing the Fire Board with the proposed changes to the code in order to stay in line with State law which requires adoption of the state map and modify the amendments currently in place in Ordinance 2022-001 to be consistent with the new hazard designation.

NOTICE PROVIDED

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

ATTACHMENTS

- A. Ordinance 2025-001
- B. Ordinance 2025-002
- C. Findings in Support of Ordinance 2025-001

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT
FIRE CODE**

ORDINANCE NO. ORD-2025-001

**UPDATING THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT FIRE CODE BY
IMPLEMENTING THE LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONE MAPS
PUBLISHED BY THE OFFICE OF THE STATE FIRE MARSHAL AND CONFIRMING THE ADOPTION
OF THE 2021 INTERNATIONAL FIRE CODE WITH THE 2022 CALIFORNIA FIRE CODE
AMENDMENTS AND THE 2021 INTERNATIONAL WILDLAND URBAN INTERFACE CODE WITH
LOCAL FINDINGS AND MODIFICATIONS**

The San Mateo Consolidated Fire Department Board of Directors HEREBY ORDAINS
THE FOLLOWING:

PARTS

- I. Adoption
- II. Applicability
- III. Modifications
 - a. Division 1- Modifications to the California Fire Code
 - b. Division 2- Adoption and Modifications to the International Wildland Urban Interface Code
- IV. Violations
- V. Fire and Life Safety Inspections
- VI. Local Findings and Amendments
- VII. Environmental Determination
- VIII. Notice Provided; Effective Date

PART I- ADOPTION

- A. The San Mateo Consolidated Fire Department hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.
- B. The map, approved by the San Mateo Consolidated Fire Department is hereby incorporated by reference, and entitled “Fire Hazard Severity Zones.”

The official map is also located electronically on the following website Fire Hazard Severity Zones (FHSZ) & Local Responsibility Areas (LRA) – SMC Fire <https://www.smcfire.org/fire-hazard-severity-zones-fhsz-local-responsibility-areas-lra/>

- C. The San Mateo Consolidated Fire Department hereby modifies Ordinance 2022-001 which adopts the 2022 California Fire Code (California Code of Regulations, Title 24, Part, 9 [based on the 2021 International Fire Code published by the International Code Council]), with California Amendments and the 2021 International Wildland Urban Interface Code as amended and as specified in part III of this ordinance. Those chapters and appendices not mentioned in section III are only enforceable if adopted by the State Fire Marshal. The 2022 California Fire Code, with the changes, additions, and deletions set forth this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the fire code are controlling and enforceable within the limits of each city within the jurisdiction of the Department.
- D. The 2022 California Fire Code (CFC), California Code of Regulations, Title 24, Part 9, adopting the 2021 International Fire Code of the International Code Council with necessary California amendments, together with the non-building standards reproduced therein except otherwise provided by this ordinance, are adopted by reference as the Fire Code of the San Mateo Consolidated Fire Department. This Code including all amendments thereto, shall hereafter be called the “Fire Code,” and/or this “Code” and are adopted as and for the rules, regulations, and standards within the Jurisdiction as to all matters therein, except otherwise provided.
- E. No section of the Fire Prevention Code shall impose a mandatory duty of enforcement on the Jurisdiction, or on any officer, official, agent, employee, board, council, or commission thereof. Instead, if any section purports to impose a mandatory duty of enforcement, said section shall be deemed to invest the Jurisdiction, and the appropriate officer, official, agent, employee, board, council, or commission with discretion to enforce the section, or not to enforce it.

- F. A copy of the Fire Code, as defined herein, shall be kept on file on with the office of the San Mateo Consolidated Fire Department Fire Marshal.
- G. The San Mateo Consolidated Fire Department has determined that modifications to the 2021 International Fire Code with the 2022 California Amendments are needed and reasonably necessary due to local climatic, geological, and topographical conditions, as set forth in Attachment 1 (Findings in Support of Amendments to the 2022 California Fire Code), which are incorporated fully herein.

PART II- APPLICABILITY

- A. All sections of this Code shall apply to all buildings, structures and portions thereof, vegetated properties and to replace premise or building.
- B. Whenever any provision of this Chapter code or in any other law, ordinance, or resolution of any kind, impose overlapping or contradictory regulations, or contain any restrictions covering the same subject matter, the provision that is more restrictive or imposes higher standards or requirements shall govern.

PART III- ADOPTION OF SECTIONS AND MODIFICATIONS

Division 1: Modifications to the California Fire Code

The following sections are adopted as described below.

SECTION 202 GENERAL DEFINITIONS. MODIFIED

LOCAL AGENCY MODERATE FIRE HAZARD SEVERITY ZONE. An area designated by the local agency based on **Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.**

Chapter 49 is adopted in its entirety as amended below

Section 4901.1 is amended as follows

4901.1 Scope. The mitigation of conditions where a wildfire burning in vegetative fuels may readily transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities, or result in large property losses shall comply with this chapter

and the 2021 International Wildland Urban Interface Code as adopted by the San Mateo Consolidated Fire Department.

SECTION 4902 DEFINITIONS. ADDED

LOCAL AGENCY FIRE HAZARD SEVERITY ZONE.

Property within a Local Responsibility Area (LRA) served by the San Mateo Consolidated Fire Department that has been designated by the Office of the State Fire Marshal and/or the San Mateo Consolidated Fire Department as a Moderate, High, or Very High Fire Hazard Severity Zone.

SECTION 4905.2 CONSTRUCTION METHODS AND REQUIREMENTS WITHIN ESTABLISHED LIMITS.

SECTION 4905.3.1 LOCAL AGENCY MODERATE FIRE HAZARD SEVERITY ZONE REQUIREMENTS.

4905.3.1 Local Agency Moderate fire hazard severity zone requirements. Buildings constructed in local Agency Moderate Fire Hazard Severity Zones shall comply with section 4905.2.

SECTION 4906.2 APPLICATION. AMENDED

4906.2 Application. [No change]

1. [No change]

1.1. [No change]

1.2. [No Change]

1.3. [No Change]

2. All land designated by the Office of the State Fire Marshal and as confirmed or modified by the San Mateo Consolidated Fire Department as one of the following fire hazard severity zones:

2.1. Moderate

2.2. High

2.3. Very High

SECTION 4907.1 GENERAL. AMENDED

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

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

Division 2- Adoption and Modifications to the International Wildland Urban Interface Code

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

Chapter 1 No changes from Ordinance 2022-001

Chapter 2 is adopted in its entirety as amended below.

LOCAL AGENCY MODERATE FIRE HAZARD SEVERITY ZONE. An area designated by the local agency based on **Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.**

Chapter 3 is adopted in its entirety as amended below

SECTION 302.1 IS AMENDED AS BELOW

302.1 Declaration.

The San Mateo Consolidated Fire Department hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

The map, approved by the San Mateo Consolidated Fire Department is hereby incorporated by reference, and entitled “City (or County or District) Fire Hazard Severity Zones.”

The official map is also located electronically on the following website Fire Hazard Severity Zones (FHSZ) & Local Responsibility Areas (LRA) – SMC Fire

<https://www.smcfire.org/fire-hazard-severity-zones-fhsz-local-responsibility-areas-ira/>

Chapter 4 No Changes

Chapter 5 is modified as follows

SECTION 501 GENERAL

501.1 Buildings constructed in a Moderate fire hazard severity zone shall comply with section 502.

Chapter 6 No Changes

Chapter 7 No Changes

PART IV- VIOLATIONS.

It is unlawful to violate or fail to comply with any provisions of this Code, or violate or fail to comply with any order made under this Code or to build in violation of any detailed statement of specification or plans submitted and approved under this Code, or any certificate or permit issued under this Code.

PART V- FIRE AND LIFE SAFETY INSPECTIONS.

Inspections by the Fire Department shall periodically be made of buildings and structures that are used for residential or non-residential purposes as follows:

- a) The time and frequency of inspections shall be determined by the Fire Chief. No buildings shall be inspected for a fee more than annually except for re-inspections to assure that code corrections have been made or hazards have been corrected.
- b) A fee for inspections shall be established in the adopted Master Fee Schedule to offset costs of the regulatory inspection program and shall be collected upon inspection from each property subject to this ordinance. Revenues shall be used for the inspection and enforcement program.
- c) All properties shall be subject to inspection fees.
- d) Nothing in this section is intended to prevent inspections of property under nuisance abatement or other laws.

PART VI – LOCAL FINDINGS AND AMENDMENTS

The Fire Department has determined that modifications to the 2021 International Fire Code with the 2022 California Amendments are needed and reasonably necessary due to local climatic,

geological, and topographical conditions, as set forth in Attachment 1 (Findings in Support of Amendments to the 2022 California Fire Code), which are incorporated herein as substantive provisions of this Ordinance.

PART VII- ENVIRONMENTAL DETERMINATION.

The Department Board of Directors finds that the modifications to California building standards, adopted by reference by the proposed ordinance, are enacted to provide a safer, more protected environment in response to local conditions, including local climatic, geological, and topographical conditions. The adoption of this ordinance is exempt from review under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*, “CEQA”) as the Ordinance is not a “project” as defined under CEQA. Moreover, the Ordinance is exempt from review pursuant to the CEQA Guidelines (California Code of Regulations Title 14, Chapter 3) consistent with, among other things, CEQA Guidelines Section 15061(b)(3), Section 15308, and Section 15321.

PART VIII- NOTICE PROVIDED; EFFECTIVE DATE.

This Ordinance shall be published in summary in the San Francisco Examiner, posted in the Departments administrative offices, and posted on the Department’s Website, and shall be effective on July 1, 2025.

I hereby certify this to be a correct copy of Ordinance 2025-001 of the San Mateo Consolidated Fire Department, introduced on April 29, 2025, and adopted on May 21, 2025 at a regular meeting of the Department Board of Directors by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

ORDINANCE NO. 2025-002

**AN ORDINANCE OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT
BOARD OF DIRECTORS
ADOPTING THE 2025 FIRE HAZARD SEVERITY ZONE MAP AS RECOMMENDED BY THE
CALIFORNIA STATE FIRE MARSHAL**

WHEREAS, Government Code Section 51178 requires the California State Fire Marshal to identify and recommend areas within the state as moderate, high, or very high fire hazard severity zones based on consistent statewide criteria; and

WHEREAS, pursuant to Government Code Section 51179, local agencies are required to adopt the fire hazard severity zone designations within 120 days of receiving the recommendations from the State Fire Marshal; and

WHEREAS, on February 24, 2025, the San Mateo Consolidated Fire Department (“SMC Fire”) received the 2025 Fire Hazard Severity Zone (FHSZ) Map from the State Fire Marshal, identifying designated zones within SMC Fire’s jurisdiction; and

WHEREAS, information regarding the 2025 FHSZ Map is available on SMC Fire’s public website, at: [Fire Hazard Severity Zones \(FHSZ\) & Local Responsibility Areas \(LRA\) – SMC Fire](#)

WHEREAS, SMC Fire has made the proposed FHSZ Map available for public review, provided proper public notice in accordance with Government Code Section 51179(g), and held a public hearing on April 29, 2025, to receive public input; and

WHEREAS, SMC Fire finds that adoption of the map is in the interest of public safety, supports fire prevention and mitigation efforts, and ensures compliance with applicable state law; and

WHEREAS, SMC Fire has not reduced or altered the fire hazard severity designations established by the State Fire Marshal, and this adoption is consistent with the model ordinance requirements by the State Fire Marshal.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT ORDAINS AS FOLLOWS:

Section 1. Adoption of 2025 FHSV Maps. The 2025 Fire Hazard Severity Zone Map as recommended by the California State Fire Marshal for SMC Fire’s service area is adopted without change. The 2025 map for San Mateo County is attached and incorporated as **Exhibit A**.

Section 2. Effective Date. This Ordinance shall take effect and be in full force 30 days

after its final passage and adoption at its second reading. After adoption, SCM FIRE shall submit the Ordinance to State Board of Forestry and Fire Protection.

Section 3. Severability. The ordinance shall be liberally constructed to achieve its purpose and preserve its validity. If any provisions or clause of this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the valid provision or application. To this end, the provisions of this ordinance are declared to be servable and are intended to have independent validity.

The foregoing ordinance was introduced and read at a regular meeting of the SMC Fire Board of Directors, held on the 29th day of April 2025, by the following vote:

AYES: Mates, Newsom, Jimenez

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance was adopted at a regular meeting of the SMC Fire Board of Directors held on May 21, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Julia Mates
Chair, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Nicole Morales
Clerk of the Board

William D. Ross
Department General Counsel

San Mateo Consolidated Fire Department

**FINDINGS IN SUPPORT OF LOCAL AMENDMENTS TO THE 2022 CALIFORNIA FIRE CODE
AS ADOPTED BY THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT
THAT IMPLEMENT ADDITIONAL REQUIREMENTS
DUE TO LOCAL CLIMATIC, GEOLOGICAL, AND TOPOGRAPHICAL CONDITIONS**

WHEREAS, pursuant to Sections 17958.5, 17958.7, and 18941.5 of the State of California Health and Safety Code, the Board of Directors for the San Mateo Consolidated Fire Department (“Department”) has determined and finds that the attached changes or modifications to the 2021 International Fire Code with the 2022 California Amendments are needed and are reasonably necessary because of local climatic, geological, and topographical conditions.

WHEREAS, based upon information provided by staff in support of these proposed amendments to the Fire Code and similar information provided in support of prior amendments and facts on which a local court could take judicial notice documenting the unique conditions found in the Board of Directors for the Department, it is expressly found by the Department Board of Directors that the following unique conditions are undisputed and do exist in the jurisdiction and that as a result, modifications to the 2022 California Fire Code are reasonably necessary for the Department.

NOW, THEREFORE, THE BOARD OF DIRECTORS FOR THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT HEREBY ORDAINS THAT:

1. Climatic

The weather patterns within the Department are considered to be moderately affected by westerly winds that can average from 10-15 mph and gusts that can exceed 40 mph which are experienced almost year-round. Fog is a common occurrence in the jurisdiction, becoming quite dense at times. An average year’s rainfall is approximately 22.95 inches, while summer conditions are hot and dry. These summer conditions create hazardous fuel situations that have caused grassland and brush land fires in recent years. Year-round average temperatures range from 58 in the winter to 81 degrees during the summer, however high temperatures have ranged from 75 in the winter to 110 degrees in the summer. Low humidity, high temperatures and gusting winds can move a fire quickly in the hillsides and canyon areas of the Department and can tax the capabilities of the urban design of the fire department. Lower water pressure in these areas also affects the abilities to quickly suppress any fires. Climate Change is expected to adversely affect these conditions, moving the weather towards more extremes in the coming years.

Because of the unpredictable weather patterns, intermittent drought and water rationing can be expected, causing dry vegetation and hazardous fire conditions. Weather patterns can go to the other extreme with heavy rains creating higher fuel load in the hillsides. A heavy rain pattern would also impact a flood plain area located in the northeast portion of the Department. This condition has the potential of causing additional barriers in this area when flooding blocks streets and underpasses.

The conditions described in this section make it reasonably necessary for the Department to adopt the following ordinance sections as modifications to the 2022 California Fire Code and these findings are specifically intended to satisfy the requirements of California Health and Safety Code Section 17958.7 in that regard:

San Mateo Consolidated Fire Department Ordinance Part I (Adoption), Part II (Applicability), Part III modifying CFC Sections Chapter 49, and Part III adopting the International Wildland Urban Interface Code (All modifications and adoptions), Part IV (Violations), and Part V (Fire and Life Safety Inspections).

2. Geographical

The jurisdiction's geography is diverse, with scenic hillsides to the west and north and the San Francisco Bay shoreline and in-land lagoons to the northeast. Certain eastern portions of the Department are built on landfill. These geographic features establish roadways, waterways, and building sites and create barriers for accessibility for fire suppression forces. Such geological barriers increase fire emergency response time.

The cities in the Department's jurisdiction lie near several potentially active seismic hazards, including the San Andreas and San Mateo Faults. Seismic activity within the Department occurs yearly with little or no damage, although in 1989, the Loma Prieta Earthquake caused substantial damage (building collapses, fires, closure of main travel arteries, medical emergencies, etc.) from San Francisco to Santa Cruz. Within minutes of the quake, all emergency services were exhausted. Additionally, a large quake, greater than 6.7 magnitude is predicted along one of the major Bay Area Earthquake Faults before 2030. Landslide areas become a critical concern with seismic activity due to the possibility of liquefaction. The northern hillsides create slopes in excess of 60% with an average of between 5-10%. The Department continues to see building on these hillside areas. Such sites are prone to landslide activity during the rainy season and during seismic activity.

The Department is located in a nationally recognized earthquake prone area which caused unique challenges for fire and disaster relief agencies. Because the problem is regional and potentially suffocating in scope, tailored response programs with other agencies are essential. Seismic considerations, elsewhere not applicable, must be recognized in all construction projects.

The conditions described in this section make it reasonably necessary for the Department to adopt the following ordinance sections as modifications to the 2019 California Fire Code and these findings are specifically intended to satisfy the requirements of California Health and Safety Code Section 17958.7 in that regard:

San Mateo Consolidated Fire Department Ordinance Part I (Adoption), Part II (Applicability), Part III amending the 2021 Wildland Urban Interface Code (All adoptions and Modifications), Part IV (Violations), and Part V (Fire and Life Safety Inspections).

3. Topographical

The topographical element is associated closely with the geographical element noted above. The Department's water supply (domestic and fire flow) system is directly affected by the topographical layout of the member cities comprising the Department. The distribution system consists of "lift-zones," which carry the water to the public via conduits of water pipes from

various reservoirs, storage tanks, and dammed areas. In these “lift-zones” the pressure and flows are adequate at the lower elevations of the zone, but as the elevation increase water flow can vary greatly. Such variations create predictable problems for fire suppression units.

The roadway system through the Department is, by and large, designed around the topographical lay of the land with narrow, steep grades, large highway over-passes and roadways inefficient to handle current traffic demands. This creates “barriers” that increase the fire department response time.

Additionally, developers are creating denser residential developments in many areas throughout the Department. There is a trend to develop more concentrated structures such as “podium” buildings which are residential, or business occupancies built over parking structures. These structures are generally built with reduced access around the building because they are being constructed in a “Built-out” environment, replacing existing structures. These larger, denser developments generally add 3+ minutes to response times by creating unique challenges to accessing and suppressing fires. The additional time could allow “flashover” to occur (“Flashover” occurs when a fire can burn freely without any suppression intervention, causing the structure or room to become completely engulfed with fire in a short time). These “podium” buildings are generally designed to support a higher occupancy load. Mid-rise buildings also pose unique suppression challenges because of the size and complexity of the building footprint that adds to the time needed to locate a fire. The height of these structures, and the combustible nature of the buildings built above the podium present additional challenges when it comes to fire extinguishment and rescue. The higher density of buildings in the jurisdiction, along with the hills of the jurisdiction pose challenges for the radio systems used by the department for emergency communications. Inadequate communications pose a direct threat to the health and wellbeing of responders.

The remaining structures (those not redeveloped into larger, denser structures) pose another concern in that they lack adequate fire protection like firewalls, fire extinguishing systems, fire alarm system, etc. Historical buildings also create cause for concern in that they were built under less stringent building codes and with narrower setback requirements, creating further “barriers” that firefighters must work around. Some of these buildings date as far back as 100 years and are irreplaceable, holding significant historical.

The western hills of the jurisdiction are steep, and are covered in many different kinds of vegetation. There are structures built in and bordering densely vegetated areas, making the spread of vegetation fires to structures more likely.

The conditions described in this section make it reasonably necessary for the Department to adopt the following ordinance sections as modifications to the 2022 California Fire Code and these findings are specifically intended to satisfy the requirements of California Health and Safety Code Section 17958.7 in that regard:

San Mateo Consolidated Fire Department Ordinance Part I (Adoption), Part II (Applicability), Part III amending the 2021 International Wildland Urban Interface Code (All adoptions and modifications), Part IV (Violations), and Part V (Fire and Life Safety Inspections).