

**CENTRAL COUNTY FIRE DEPARTMENT  
Joint Powers Authority**

1399 Rollins Road  
Burlingame, CA 94010

1600 Floribunda Avenue  
Hillsborough, CA 94010



**BOARD OF DIRECTORS MEETING AGENDA  
SPECIAL MEETING**

**4:15 pm – Closed Session**

**Regular Meeting to follow Closed Session**

***Monday June 22<sup>nd</sup>, 2015***

***Council Chambers, Hillsborough Town Hall, 1600 Floribunda Ave, CA 94010***

**1. CLOSED SESSION**

- a. Conference with Legal Counsel-Anticipated Litigation [Government Code Section 54956.9(d)(2)]: One Case

**2. REPORT FROM CLOSED SESSION**

**3. ADJOURNMENT TO REGULAR SESSION**

**4. CALL TO ORDER**

**5. PLEDGE OF ALLEGIANCE**

**6. ROLL CALL**

**7. STAFF REPORTS**

- a. Fire Chief's Update (*Oral Report*)
- b. Resolution to Approve the Rehire of Former Central County Fire Department Firefighter Paramedic Matthew Ballard.
- c. Resolution to Approve an Amendment to the Agreement Between Central County Fire Department and City of Millbrae for Fire and Emergency Services to include Fire Marshal and Fire Prevention Services.



**CENTRAL COUNTY FIRE DEPARTMENT**  
**Board of Directors Meeting Agenda**  
**Meeting – Monday June 22<sup>nd</sup>, 2015**  
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- d. Resolution to Approve Reclassification of Part-Time Fire Inspector to Full-Time Fire Inspector I.
- e. Discussion of Shared Services with San Bruno

**8. PUBLIC COMMENTS**

At this time, persons in the audience may speak on any item on the agenda or any other matter within the jurisdiction of the Board. The Ralph M. Brown Act (the State local agency open meeting law) prohibits the Board from acting on any matter which is not on the agenda. It is the policy of the Board to refer such matters to staff for investigation and/or action. Speakers are requested to fill out a "request to speak" card located on the table by the door and hand it to staff. The Chair may limit speakers to three minutes each.

**9. BOARD OF DIRECTORS' COMMENTS**

**10. ADJOURNMENT**

*NOTICE: Any attendees wishing accommodations for disabilities please contact the Secretary at (650) 558-7600 at least 24 hours before the meeting. A copy of the agenda packet is available for public review at the Fire Administration Offices, 1399 Rollins Road, Burlingame from 8:00 a.m. to 4:00 p.m. before the meeting and at the meeting.*



AGENDA  
ITEM #  
7b

MTG.  
DATE 6/22/15

## STAFF REPORT

**TO:** BOARD OF DIRECTORS

**DATE:** June 22, 2015

**FROM:** John Kammeyer, Fire Chief

**APPROVED BY:**   
Lisa Goldman, CAO

**SUBJECT:** Resolution to Approve the Rehire of Former Central County Fire Department Firefighter/ Paramedic Matthew Ballard

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**Recommendation:** Staff recommends that the Board of Directors approve the rehire of Firefighter/Paramedic Matthew Ballard

**Background:** In August 2014, CCFD Firefighter Paramedic Matt Ballard requested a leave of absence to seek employment with San Francisco Fire Department. Ballard had been an employee in good standing, and his request was granted. The Firefighters MOU provides for leaves of absence with approval. In March 2015, Ballard requested to return from leave of absence to his previous position. His request was granted, and staff undertook the necessary steps to prepare for his return. Just before the date he was to rejoin CCFD, he changed his mind, submitted a formal resignation to CCFD, and returned to SFFD.

On June 1, 2015, Ballard submitted a letter to the Fire Chief requesting that he be rehired. The circumstances of his situation and letter requesting rehire are attached. The Firefighters MOU outlines the requirements of any rehire. It requires the Fire Chief's recommendation and CAO and Fire Board approval. If approved, Ballard will return to significant alterations in benefits and working conditions. He will lose all department seniority, be placed on a one-year probation, forfeit the medical after retirement benefit, and only regain sick and vacation accruals after completion of probation.

Attached is a letter from CCFD's labor group in support of Ballard's return. Ballard left CCFD in good standing, and his return will aid in stemming current overtime costs due to injuries and vacancies. His experience will also be of value as a San Mateo County accredited paramedic. This process can often take 6-8 months for newly hired firefighters.

It is anticipated that, if approved, Ballard would start with CCFD during the first week of August.

**Budget Impact:** There will be some savings in offsetting overtime costs covering workers comp injuries. There are also savings of not having to put Ballard through the Fire Academy, which would be the case for a new hire firefighter. Staff anticipates a net savings by approving rehire.

**Attachments:**

- Resolution to Approve the Rehire of Former Central County Fire Department Firefighter/Paramedic Matthew Ballard
- Local 2400 Firefighters MOU, Section 29; Rehire Procedure
- Matt Ballard letter requesting rehire
- Labor Group letter of support



**RESOLUTION NO. 15-05**

**RESOLUTION TO AUTHORIZE THE REHIRE OF FORMER CENTRAL COUNTY FIRE  
DEPARTMENT FIREFIGHTER/PARAMEDIC MATTHEW BALLARD**

**RESOLVED**, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

**WHEREAS**, in August 2014 Matthew Ballard took a leave of absence from Central County Fire Department (CCFD) to seek employment with another agency; and

**WHEREAS**, in March 2015 Matthew Ballard requested to return to CCFD; and

**WHEREAS**, just before his return date Ballard changed his mind and submitted a formal resignation; and

**WHEREAS**, on June 1, 2015 Ballard submitted a letter requesting that he be rehired; and

**WHEREAS**, in accordance with the Firefighters' Memorandum of Understanding the rehire of a former employee requires the recommendation of the Fire Chief and approval of the Chief Administrative Officer and Board of Directors;

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Central County Fire Department approves the Resolution to Authorize the Rehire of Former Central County Firefighter/Paramedic Matthew Ballard;

Approved at a special meeting of the Board of Directors at Hillsborough Town Hall this 22<sup>nd</sup> day of June, 2015.

Signed: \_\_\_\_\_  
Marie Chuang, Chair

Attest: \_\_\_\_\_  
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 15-05 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its special meeting held on the 22<sup>nd</sup> day of June, 2015, by the following vote of the members thereof:

AYES: Board Members: \_\_\_\_\_

NOES: Board Members: \_\_\_\_\_

ABSENT: Board Members: \_\_\_\_\_

ABSTAIN: Board Members: \_\_\_\_\_

## 28.2 Resignation

An employee wishing to leave the service in good standing shall file with the Fire Chief a notice of intention to leave the service. The written resignation shall state the effective date and reasons for leaving. The resignation shall be forwarded to the Chief Administrative Officer, with a statement by the Fire Chief as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Once the resignation has been accepted in writing by the Chief Administrative Officer, it shall be irrevocable.

## 29. **REHIRE PROCEDURE**

- 29.1 A past employee who has resigned in good standing, has been acknowledged by the Fire Department, in writing, as leaving in good standing, and has submitted a formal request to be rehired within a period of two (2) years from the effective date of their resignation, shall be reinstated to a vacant position of the same classification as the position previously held within a period of three (3) years from the effective date of their resignation.
- 29.2 The Fire Chief shall make the final decision in representing the department's position on rehiring an employee.
- 29.3 Any rehiring of a past employee must be approved by the Governing Board.
- 29.4 A physical examination will be required.
- 29.5 Psychological evaluation will be required.
- 29.6 A probationary period of one (1) year will be a condition of re-employment for any employee wishing to return to their position after being separated from Department employment for more than six (6) months. A returning employee would be required to take training that would be appropriate to the amount of time of his/her absence.
- 29.7 Upon successful completion of the probationary period, the employee shall regain his/her vacation accrual rate and sick leave balance when they left the Department.
- 29.8 Employees reinstated after six (6) months from the effective date of their resignation shall not retain their departmental seniority. Department accrued benefits shall be determined on total years of service.
- 29.9 Anyone rehired will not be allowed to take a promotional examination during their probationary period.
- 29.10 Persons resigning from the Central County Fire Department will lose their position on all promotional lists.



June 1, 2015

Dear Chief Kammeyer,

I am writing to formally ask to be rehired as a firefighter/paramedic with the Central County Fire Department. I realize that this must come as a surprise, and understandably, must be confusing, considering the events that transpired earlier this year. I first want to apologize for my actions, and then try to explain what led to this frustrating and emotional decision-making process.

I am sorry for the inconvenience, wasted time, and hurt feelings that my decision has caused. I never intended to anger anyone or disrespect the department in anyway. I can't thank the department enough for granting me the initial leave of absence, it says a great deal about the people that work for CCFD. I have never taken my time with CCFD for granted, but I fear that my actions have made it seem that way.

When I became an intern for CCFD in 2004, I was following in the footsteps of my grandfather, Slim Ballard, who worked for Burlingame in the mid 1950's. A few years after being hired, he moved with my grandmother to San Francisco, and later joined the fire department there. My Father, Mario, and my Uncle Brian Ballard were also Firefighters in the city and as a kid growing up with this history, I always thought I would follow in the family tradition.

When I was hired full-time with CCFD in 2006, it was one of the happiest times in my life. I was a proud third generation firefighter, and I couldn't have been more excited. I never worked in CCFD thinking that I was going to leave some day, I enjoyed where I worked and the people I worked with, but I would be lying if I said that I never wondered what it would have been like. When the opportunity came up, my Dad even told me that I should stay here, that the old department that he and my grandfather worked for just wasn't the same. When they were there, everyone lived there, they worked together, they spent time together, and they acted like one big family. Having grown up thinking I would work there someday, it was just a lesson I had to learn myself.

The department I found in San Francisco was different than the one I knew as a kid. Although I will always love the city itself, as well as the fire department's traditions, I missed the family and the department I called home for the last 8 years at CCFD. The things I discovered were missing in San Francisco were the exact things I had with CCFD. I learned what my father had been trying to tell me all along, that it's not the city the firehouse is in, but the people inside the firehouse.

When I first spoke with you about coming back to CCFD, I was very confused. My head was pulling me in two directions at once, as I was still struggling with the decision. I was battling an old dream and a family tradition on one hand, and a fire department that had really become my family on the other, all the while with

a stressed wife, a 3-year old daughter and a brand new son at home. When I decided not to come back to CCFD, I made a decision I immediately regretted, as I realized the significance of what I had given up.

I know people don't usually get second chances, or even thirds, but I won't ever know unless I ask. I would really appreciate the opportunity to come in and talk with you, and hopefully I can convince you to give me one more try. I am available to meet this Wednesday or Thursday if either of those days work with your schedule.

Respectfully,

Matt Ballard



June 10<sup>th</sup>, 2015

Dear CAO Lisa Goldman, Fire Board members, and Chief Kammeyer,

We are writing this letter to all of you in support of Matt Ballard. We were all very sad to see Matt leave last August, but we are now all very excited at the prospect of him returning.

Matt was our first "CCFD" intern after our merge in 2004. In 2006, Matt again made history when he became our first CCFD Firefighter. Matt represented our new blended organization in every way. He was the first employee that needed to ask which department we all came from (Burlingame or Hillsborough). He was the first person that didn't talk about the way we "used to do things". As our first new hire, Matt was subjected to a lot of trial and error as we all struggled to figure out how our new department was going to work. Matt was always happy to be the neutral party. While we were focused on "our way" and "their way", Matt helped us find the CCFD way. He worked hard every day to learn his job, get along with everyone, and provided a great service to the communities we served. Nine years later, Matt is still that same person.

Matt was a Firefighter for CCFD from 2006-2014, and during that time he provided excellent service to Burlingame and Hillsborough. I don't believe Matt ever thought he would hold the distinction of being the first CCFD Firefighter after the 2004 merge AND the first new CCFD Firefighter after the addition of Millbrae in 2014. Not everything we do goes according to plan, and this certainly didn't.

Matt will be able to immediately fill a much needed Paramedic Firefighter role, no academy, no driver training, no questions as to whether or not we hired the right person. From a business standpoint, Matt is a known commodity and an excellent employee. From a personal standpoint, Matt is a good friend and part of our family.

We hope you can all welcome Matt back to the "NEW" CCFD, and hopefully Matt can once again help us move forward with this wonderful organization.

Thank you for your time in reading this.

Sincerely,  
Jeff Baker, Dan Boyle,  
and the Central County Firefighters



**AGENDA**

**ITEM #**

7c

**MTG.**

**DATE** 6/22/15


## STAFF REPORT

**TO:** BOARD OF DIRECTORS

**DATE:** June 22, 2015

**FROM:** John Kammeyer, Fire Chief

**APPROVED BY:**

  
Lisa Goldman, CAO

**SUBJECT:** Resolution to Approve an Amendment to the Agreement Between Central County Fire Department and City of Millbrae for Fire and Emergency Services to include Fire Marshal and Fire Prevention Services

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**Recommendation:** It is recommended that the Board of Directors amend the Agreement between Central County Fire Department and City of Millbrae for Fire and Emergency Services to include Fire Marshal and Fire Prevention Services.

**Background:** At the December 2, 2015 Central County Fire Board meeting, the Board approved an agreement for CCFD to provide Fire and Emergency Services to the City of Millbrae. Separately, the City of San Bruno and the City of Millbrae have an agreement in which San Bruno provides Fire Marshal and Fire Prevention Services to Millbrae. To provide efficiency and further streamline services in the area of Fire Prevention, the City of Millbrae has notified the City of San Bruno that it wishes to terminate the section of its agreement governing Fire Marshal and Fire Prevention Services effective June 30, 2015. On May 18, the City of Millbrae sent a letter to CCFD's Chief Administrative Officer requesting that CCFD provide Fire Marshal and Fire Prevention Services beginning July 1, 2015.

To ensure that services meet the expectations of CCFD and the City of Millbrae, CCFD will need to allocate additional staff time to the Fire Prevention Division to provide this additional service. This will be accomplished by bringing a part-time Fire Inspector to full-time status. With some limited exceptions, the City of Millbrae currently pays 30% of CCFD's costs. Therefore, staff has determined that the City of Millbrae should pay 30% of the cost of the Fire Marshal. This amount (\$97,098) is approximately the amount that the City of Millbrae is currently paying to the City of San Bruno for Fire Marshal and Fire Prevention Services. The monies that CCFD will receive from the City of



Millbrae, coupled with a small increase in revenues that the Fire Inspector will generate from fees, are sufficient to cover the additional cost of increasing the part-time Fire Inspector to full-time status.

Staff has prepared a First Amendment to the current agreement for the Board's consideration. It provides that the agreement would be amended as follows. Language changes are shown in ***bold/strikeout***.

1. Section 1, Scope of Services, shall be amended to read as follows:

CCFD shall provide Millbrae with expanded fire and emergency shared services, including but not limited to, fire administration and support, ***Fire Marshal and fire prevention services***, emergency medical, investigation, and training, as more specifically described in **Exhibit "A", CCFD Obligations**, attached hereto and incorporated herein by reference. Millbrae's obligations pursuant to this Agreement are more specifically described in **Exhibit "B", Millbrae Obligations**, attached hereto and incorporated herein by reference.

2. Section 2(a), Compensation, shall be amended to read as follows:

(a) Unless otherwise provided for in Exhibits A and B, in exchange for the services rendered by CCFD, Millbrae shall pay, during the term of this Agreement, thirty percent (30%) of CCFD's annual budget ***and thirty percent (30%) of the total compensation for the Fire Marshal***. Annual budget increases of three percent (3%) or less shall be implemented without prior consultation with Millbrae. Annual budget increases in excess of three percent (3%) shall not be implemented prior to a meeting of the City Managers of Burlingame, Hillsborough and Millbrae ("City Managers").

3. Exhibit A, CCFD Obligations, shall be amended to read:

CCFD will maintain firefighting personnel sufficient to deliver emergency and non-emergency services to be provided within the jurisdictional limits of the City of Millbrae.

CCFD will provide Millbrae a full array of fire, emergency medical, and other emergency and non-emergency services. Such services will include the following, and as more specifically described below:

- Fire suppression
- Incident command
- Fire administration and support
- Emergency Medical Advanced Life Support (ALS) non transport response
- Vehicle and technical rescue
- Training and personnel development
- Assistance with and management of code enforcement, plans review, inspections, fire scene investigation, and public education
- ***Fire Marshal and fire prevention***
- Community outreach as shown in **Exhibit "C", Community Outreach**

#### **A. Fire Administration Services**

Services will include a full array of emergency operations and routine fire service, administrative and support activities, including budget administration, records management, incident reporting, quarterly data analysis of emergency and non-emergency activities, cost accounting, and other services necessary to administer a full-service emergency service system. A command staff member will be available to attend Millbrae City Council meetings if requested. CCFD personnel may also represent Millbrae's interests at other meetings attended on behalf of CCFD.

The services to be provided to Millbrae will be managed by CCFD's Fire Chief. As an employee of CCFD, the Fire Chief reports directly to the Chief Administrative Officer of CCFD.

## **B. Command and Operational Services**

CCFD will provide Millbrae with a minimum of two (2) fully staffed Advanced Life Support (ALS) companies. A fully staffed ALS company means a fire captain, firefighter paramedic, and firefighter. CCFD will staff Fire Station 37 located at 511 Magnolia, Millbrae, California, and Fire Station 38 located at 785 Crestview, Millbrae, California.

Services will include the initial response of a qualified command officer (Battalion Chief or higher) to all incidents requiring response under the protocols used by Fire Departments located in San Mateo County. In addition to response activities, the command officers will coordinate the daily staffing of Fire Stations 37 and 38 and supervise station personnel during emergency and daily routine activities.

The Chief Administrative Officer of CCFD will continue to provide overall supervision of the Fire Chief. Millbrae's City Manager will be available to advise the Fire Chief on Millbrae matters. Requests for special projects or services not enumerated in CCFD's annual budget shall be directed to CCFD's Chief Administrative Officer.

Millbrae will provide the Fire Chief with all necessary regulations, policies, procedures, manuals, and other information required to perform the Fire Chief services desired by Millbrae. All such documents, notes, photographs, supplies, and reports will remain the property of Millbrae.

## **C. Fire Marshal and Fire Prevention, Code Enforcement and Investigation Services and Fee Collection**

*The Fire Marshal will enforce all local fire codes and ordinances, check plans and drawings, inspect construction sites, issue correction notices, investigate complaints of fire and safety hazards, investigate causes of fires, prepare and protect evidence, conduct investigations and similar related activities, all in accordance with the requirements and expectations of statutory law, the respective Municipal Codes, applicable regulations, the customary duties of a Fire Marshal, and as directed by the Fire Chief.*

*Millbrae will provide CCFD and its Fire Marshal with all necessary regulations, policies, procedures, manuals, standard plans and specifications, project information, and other information, as well as incidental materials and supplies, work area, computer access, telephone, and other standard provisions as required to perform the Fire Marshal services desired by Millbrae. All such documents, notes, photographs, supplies, and reports will remain the property of Millbrae.*

~~The City of San Bruno currently provides~~ **CCFD will provide** Millbrae with fire prevention oversight and management, plan checking, fire investigations, new construction inspections and consultation of construction work. ~~Millbrae shall retain revenues associated with these services while they are~~



~~provided by San Bruno. At such time as these services are provided by CCFD, a~~ associated revenues will be collected and retained by CCFD.

CCFD shall be responsible for all non-new construction inspection services, fire code enforcement and public education. CCFD shall retain the revenues associated with the performance of these services.

#### **D. Training Services**

CCFD will provide training services to all Millbrae fire personnel and participate in emergency drills conducted in Millbrae.

#### **E. Equipment**

CCFD shall be responsible for the maintenance and replacement of all capital equipment located in Fire Stations 37 and 38 and on the apparatus and staff vehicles (i.e., communication equipment and personal protective equipment). Such maintenance and replacement shall be conducted per OSHA and NFPA standards. Costs associated with the maintenance and replacement called for in this paragraph shall be paid for pursuant to the 70/30% cost allocation provided for in this Agreement.

#### **F. Connectivity Support and Responsibility**

Burlingame and Redwood City shall be responsible to set up a system, with Millbrae's assistance, for IT connectivity/conversion. Millbrae shall pay the costs associated with the initial setup of the IT system. Ongoing IT support costs shall be paid for pursuant to the 70/30% cost allocation provided for in this Agreement.

**Budget Impact:** CCFD will provide Fire Marshal and Fire Prevention Services to the City of Millbrae at a rate of 30% of the total compensation of the Fire Marshal position (\$97,098). This is consistent with the City of Millbrae's contributions in the contract for services.

#### **Attachments:**

- Resolution to Approve an Amendment to the Agreement Between Central County Fire Department and City of Millbrae for Fire and Emergency Services to include Fire Marshal and Fire Prevention Services.
- First Amendment to the December 29, 2014 Agreement between Central County Fire Department and City of Millbrae for Fire and Emergency Services

**RESOLUTION NO. 15-06**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT  
APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN CENTRAL COUNTY FIRE  
DEPARTMENT AND CITY OF MILLBRAE FOR FIRE AND EMERGENCY SERVICES TO INCLUDE  
FIRE MARSHAL AND FIRE PREVENTION SERVICES**

**RESOLVED**, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

**WHEREAS**, Central County Fire Department (CCFD) has been providing Fire Chief Services to Millbrae pursuant to a series of contracts since 2012; and

**WHEREAS**, on December 2, 2014 the CCFD Board of Directors approved an Agreement between CCFD and City of Millbrae for Fire and Emergency Services; and

**WHEREAS**, Millbrae now desires to amend the provisions of the Agreement to further expand the scope of services to include Fire Marshal and Fire Prevention Services; and

**WHEREAS**, CCFD has the capability to provide these additional services; and

**WHEREAS**, the Agreement has been amended to include Fire Marshal and Fire Prevention Services;

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Central County Fire Department approves the Amendment to the Agreement between Central County Fire Department and City of Millbrae to include Fire Marshal and Fire Prevention services ;

Approved at a special meeting of the Board of Directors at Hillsborough Town Hall this 22<sup>nd</sup> day of June, 2015.

Signed: \_\_\_\_\_  
Marie Chuang, Chair

Attest: \_\_\_\_\_  
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 15-06 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its special meeting held on the 22<sup>nd</sup> day of June, 2015, by the following vote of the members thereof:

AYES: Board Members: \_\_\_\_\_

NOES: Board Members: \_\_\_\_\_

ABSENT: Board Members: \_\_\_\_\_

ABSTAIN: Board Members: \_\_\_\_\_



**FIRST AMENDMENT TO THE DECEMBER 29, 2014 AGREEMENT  
BETWEEN CENTRAL COUNTY FIRE DEPARTMENT AND CITY OF  
MILLBRAE FOR FIRE AND EMERGENCY SERVICES**

This document constitutes the First Amendment to the Agreement Between Central County Fire Department ("CCFD") and City of Millbrae ("MILLBRAE") for Fire and Emergency Services entered into as of the 29<sup>th</sup> day of December, 2014.

**RECITALS**

This First Amendment is entered into with reference to the following facts and circumstances:

- A. CCFD has been providing Fire Chief services to MILLBRAE pursuant to a series of written contracts since 2012.
- B. On December 2, 2014, the Board of CCFD approved an Agreement with MILLBRAE pursuant to which the CCFD would continue to provide Shared Fire Chief Services, along with an expanded scope of shared services which will achieve a more effective and efficient delivery of fire and emergency services to the citizens who reside and work within the jurisdictions of the CCFD and MILLBRAE.
- C. MILLBRAE now desires to amend the provisions of the Agreement to further expand the scope of services by adding Fire Marshal and Fire Prevention Services to be provided by CCFD.
- D. CCFD has the capability to provide these additional services.

Based upon the foregoing Recitals the CCFD and MILLBRAE agree to the following terms:

- 1. Section 1, Scope of Services, shall be amended to read as follows:

CCFD shall provide Millbrae with expanded fire and emergency shared services, including but not limited to, fire administration and support, Fire Marshal and fire prevention services, emergency medical, investigation, and training, as more specifically described in **Exhibit "A", CCFD Obligations**, attached hereto and incorporated herein by reference. Millbrae's obligations pursuant to this Agreement are more specifically described in **Exhibit "B", Millbrae Obligations**, attached hereto and incorporated herein by reference.

2. Section 2(a), Compensation, shall be amended to read as follows:

(a) Unless otherwise provided for in Exhibits A and B, in exchange for the services rendered by CCFD, Millbrae shall pay, during the term of this Agreement, thirty percent (30%) of CCFD's annual budget and thirty percent (30%) of the total compensation for the Fire Marshal. Annual budget increases of three percent (3%) or less shall be implemented without prior consultation with Millbrae. Annual budget increases in excess of three percent (3%) shall not be implemented prior to a meeting of the City Managers of Burlingame, Hillsborough and Millbrae ("City Managers").

3. Exhibit A, CCFD Obligations, shall be amended to read:

CCFD will maintain firefighting personnel sufficient to deliver emergency and non-emergency services to be provided within the jurisdictional limits of the City of Millbrae.

CCFD will provide Millbrae a full array of fire, emergency medical, and other emergency and non-emergency services. Such services will include the following, and as more specifically described below:

- Fire suppression
- Incident command
- Fire administration and support
- Emergency Medical Advanced Life Support (ALS) non transport response
- Vehicle and technical rescue
- Training and personnel development
- Assistance with and management of code enforcement, plans review, inspections, fire scene investigation, and public education
- Fire Marshal and fire prevention
- Community outreach as shown in **Exhibit "C", Community Outreach**

#### **A. Fire Administration Services**



Services will include a full array of emergency operations and routine fire service, administrative and support activities, including budget administration, records management, incident reporting, quarterly data analysis of emergency and non-emergency activities, cost accounting, and other services necessary to administer a full-service emergency service system. A command staff member will be available to attend Millbrae City Council meetings if requested. CCFD personnel may also represent Millbrae's interests at other meetings attended on behalf of CCFD.

The services to be provided to Millbrae will be managed by CCFD's Fire Chief. As an employee of CCFD, the Fire Chief reports directly to the Chief Administrative Officer of CCFD.

## **B. Command and Operational Services**

CCFD will provide Millbrae with a minimum of two (2) fully staffed Advanced Life Support (ALS) companies. A fully staffed ALS company means a fire captain, firefighter paramedic, and firefighter. CCFD will staff Fire Station 37 located at 511 Magnolia, Millbrae, California, and Fire Station 38 located at 785 Crestview, Millbrae, California.

Services will include the initial response of a qualified command officer (Battalion Chief or higher) to all incidents requiring response under the protocols used by Fire Departments located in San Mateo County. In addition to response activities, the command officers will coordinate the daily staffing of Fire Stations 37 and 38 and supervise station personnel during emergency and daily routine activities.

The Chief Administrative Officer of CCFD will continue to provide overall supervision of the Fire Chief. Millbrae's City Manager will be available to advise the Fire Chief on Millbrae matters. Requests for special projects or services not enumerated in CCFD's annual budget shall be directed to CCFD's Chief Administrative Officer.

Millbrae will provide the Fire Chief with all necessary regulations, policies, procedures, manuals, and other information required to perform the Fire Chief services desired by Millbrae. All such documents, notes, photographs, supplies, and reports will remain the property of Millbrae.

## **C. Fire Marshal and Fire Prevention, Code Enforcement and Investigation Services and Fee Collection**

The Fire Marshal will enforce all local fire codes and ordinances, check plans and drawings, inspect construction sites, issue correction notices, investigate complaints of fire and safety hazards, investigate causes of fires, prepare and protect evidence, conduct investigations and similar related activities, all in accordance with the requirements and expectations of statutory law, the respective Municipal Codes, applicable regulations, the customary duties of a Fire Marshal, and as directed by the Fire Chief.

Millbrae will provide CCFD and its Fire Marshal with all necessary regulations, policies, procedures, manuals, standard plans and specifications, project information, and other information, as well as incidental materials and supplies, work area, computer access, telephone, and other standard provisions as required to perform the Fire Marshal services desired by Millbrae. All such documents, notes, photographs, supplies, and reports will remain the property of Millbrae.

CCFD will provide Millbrae with fire prevention oversight and management, plan checking, fire investigations, new construction inspections and consultation of construction work. Associated revenues will be collected and retained by CCFD.

CCFD shall be responsible for all non-new construction inspection services, fire code enforcement and public education. CCFD shall retain the revenues associated with the performance of these services.

#### **D. Training Services**

CCFD will provide training services to all Millbrae fire personnel and participate in emergency drills conducted in Millbrae.

#### **E. Equipment**

CCFD shall be responsible for the maintenance and replacement of all capital equipment located in Fire Stations 37 and 38 and on the apparatus and staff vehicles (i.e., communication equipment and personal protective equipment). Such maintenance and replacement shall be conducted per OSHA and NFPA standards. Costs associated with the maintenance and replacement called for in this paragraph shall be paid for pursuant to the 70/30% cost allocation provided for in this Agreement.

#### **F. Connectivity Support and Responsibility**

Burlingame and Redwood City shall be responsible to set up a system, with Millbrae's assistance, for IT connectivity/conversion. Millbrae shall pay the costs associated with the initial setup of the IT system. Ongoing IT support costs shall be paid for pursuant to the 70/30% cost allocation provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Central County Fire Department,  
A Joint Powers Authority

City of Millbrae,  
A municipal corporation of the State of  
California

By: \_\_\_\_\_  
Lisa K. Goldman, Chief Administrative  
Officer

By: \_\_\_\_\_  
Marcia Raines, City Manager

Approved as to Form:

ATTEST:

By: \_\_\_\_\_  
Jean B. Savaree, Department  
General Counsel

By: \_\_\_\_\_  
Angela Louis, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Joan Cassman, City Attorney





AGENDA

ITEM #

7d

MTG.

DATE 6/22/15


## STAFF REPORT

**TO:** BOARD OF DIRECTORS

**DATE:** June 22, 2015

**FROM:** John Kammeyer, Fire Chief

**APPROVED BY:**

  
Lisa Goldman, CAO

**SUBJECT:** Resolution to Approve Reclassification of Part-Time Fire Inspector to Full-Time Fire Inspector I

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**Recommendation:** It is recommended that the Board of Directors approve bringing the current part-time Fire Inspector to full-time Fire Inspector I status.

**Background:** At the December 2, 2014 Central County Fire Board meeting, the Board approved an agreement for CCFD to provide Fire and Emergency Services to the City of Millbrae. The City of Millbrae is now requesting that CCFD provide Fire Marshal and Fire Prevention Services effective July 1, 2015.

The Agreement between CCFD and City of Millbrae included CCFD hiring Millbrae's part-time Fire Inspector. This position is assigned primarily to the City of Millbrae. Should the Fire Board approve the amendment to the agreement with the City of Millbrae allowing CCFD to provide Fire Marshal and Fire Prevention services to the City of Millbrae, the additional workload will require additional staff resources. To manage the increased workload, the Fire Prevention division has the ability, with approval, to increase the hours of the part-time Fire Inspector position, thereby bringing her to full-time status as a Fire Inspector I. This will aid in succession planning within the Fire Prevention Division and will not only bring a more effective and efficient service to the City Millbrae but to each community that CCFD serves.

**Budget Impact:** The cost to increase the position to full time is \$103,046. The cost for the City of Millbrae to pay for 30% of the Fire Marshal's time is \$97,098. The remaining amount (\$5,948) is expected to be recovered through inspection revenues from increased staffing hours.

**Attachment:**

- Resolution to Approve Reclassification of Part-Time Fire Inspector to Full-Time Fire Inspector I
- Section C of the Agreement Between Central County Fire Department and City of Millbrae for Fire and Emergency Services



**RESOLUTION NO. 15-07**

**RESOLUTION TO APPROVE RECLASSIFICATION OF PART-TIME FIRE INSPECTOR TO  
FULL-TIME FIRE INSPECTOR I**

**RESOLVED**, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

**WHEREAS**, on December 2, 2014 the Board of Directors approved an agreement for CCFD to provide Fire and Emergency Services; and

**WHEREAS**, as part of the agreement the part-time inspector in Millbrae became a CCFD employee; and

**WHEREAS**, the City of Millbrae now desires to amend the provisions of the Agreement to further expand the scope of services to include Fire Prevention Services effective July 1, 2015; and

**WHEREAS**, to provide Fire Prevention Services to the City of Millbrae additional staff resources are needed; and

**WHEREAS**, the Fire Prevention division has the ability, if approved, to increase the hours of the part-time Fire Inspector to a full-time position;

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors of the Central County Fire Department approves the Resolution to Approve the Reclassification of the part-time Fire Inspector to Full-Time Fire Inspector I;

Approved at a special meeting of the Board of Directors at Hillsborough Town Hall this 22<sup>nd</sup> day of June, 2015.

Signed: \_\_\_\_\_  
Marie Chuang, Chair

Attest: \_\_\_\_\_  
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 15-07 adopted by the Fire Board of the Central County Fire Department, San Mateo County, California, at its special meeting held on the 22<sup>nd</sup> day of June, 2015, by the following vote of the members thereof:

AYES:            Board Members: \_\_\_\_\_

NOES:           Board Members: \_\_\_\_\_

ABSENT:        Board Members: \_\_\_\_\_

ABSTAIN:       Board Members: \_\_\_\_\_

## EXHIBIT A

### CCFD OBLIGATIONS

CCFD will maintain firefighting personnel sufficient to deliver emergency and non-emergency services to be provided within the jurisdictional limits of the City of Millbrae.

CCFD will provide Millbrae a full array of fire, emergency medical, and other emergency and non-emergency services. Such services will include the following, and as more specifically described below:

- Fire suppression
- Incident command
- Fire administration and support
- Emergency Medical Advanced Life Support (ALS) non-transport response
- Vehicle and technical rescue
- Training and personnel development
- Assistance with and management of code enforcement, plans review, inspections, fire scene investigation, and public education
- Community outreach as shown in **Exhibit “C”, Community Outreach**

#### **A. Fire Administration Services**

Services will include a full array of emergency operations and routine fire service, administrative and support activities, including budget administration, records management, incident reporting, quarterly data analysis of emergency and non-emergency activities, cost accounting, and other services necessary to administer a full-service emergency service system. A command staff member will be available to attend Millbrae City Council meetings if requested. CCFD personnel may also represent Millbrae’s interests at other meetings attended on behalf of CCFD.

The services to be provided to Millbrae will be managed by CCFD’s Fire Chief. As an employee of CCFD, the Fire Chief reports directly to the Chief Administrative Officer of CCFD.

#### **B. Command and Operational Services**

CCFD will provide Millbrae with a minimum of two (2) fully staffed Advanced Life Support (ALS) companies. A fully staffed ALS company means a fire captain, firefighter paramedic, and firefighter. CCFD will staff Fire Station 37 located at 511 Magnolia, Millbrae, California, and Fire Station 38 located at 785 Crestview, Millbrae, California.



Services will include the initial response of a qualified command officer (Battalion Chief or higher) to all incidents requiring response under the protocols used by Fire Departments located in San Mateo County. In addition to response activities, the command officers will coordinate the daily staffing of Fire Stations 37 and 38 and supervise station personnel during emergency and daily routine activities.

The Chief Administrative Officer of CCFD will continue to provide overall supervision of the Fire Chief. Millbrae's City Manager will be available to advise the Fire Chief on Millbrae matters. Requests for special projects or services not enumerated in CCFD's annual budget shall be directed to CCFD's Chief Administrative Officer.

Millbrae will provide the Fire Chief with all necessary regulations, policies, procedures, manuals, and other information required to perform the Fire Chief services desired by Millbrae. All such documents, notes, photographs, supplies, and reports will remain the property of Millbrae.

#### **C. Fire Prevention, Code Enforcement and Investigation Services and Fee Collection**

The City of San Bruno currently provides Millbrae with fire prevention oversight and management, plan checking, fire investigations, new construction inspections and consultation of construction work. Millbrae shall retain revenues associated with these services while they are provided by San Bruno. At such time as these services are provided by CCFD, associated revenues will be collected and retained by CCFD.

CCFD shall be responsible for all non-new construction inspection services, fire code enforcement and public education. CCFD shall retain the revenues associated with the performance of these services.

#### **D. Training Services**

CCFD will provide training services to all Millbrae fire personnel and participate in emergency drills conducted in Millbrae.

#### **E. Equipment**

CCFD shall be responsible for the maintenance and replacement of all capital equipment located in Fire Stations 37 and 38 and on the apparatus and staff vehicles (i.e., communication equipment and personal protective equipment). Such maintenance and replacement shall be conducted per OSHA and NFPA standards. Costs associated with the maintenance and replacement called for in this paragraph shall be paid for pursuant to the 70/30% cost allocation provided for in this Agreement.





**AGENDA**

**ITEM #**

7e

**MTG.**

**DATE** 6/22/15

**STAFF REPORT**

**TO:** BOARD OF DIRECTORS

**DATE:** June 22, 2015

**FROM:** Lisa Goldman, CAO

**APPROVED BY:**   
Lisa Goldman, CAO

**SUBJECT:** Discussion of Shared Services with San Bruno

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**Recommendation:**

Staff recommends that the Board of Directors provide direction on the future of any shared Fire services with the City of San Bruno.

**Background:**

At the December 2013 Fire Board meeting, the Board appointed Members Chuang and Keighran to a Shared Services subcommittee to meet with the two City Managers and the Fire Chief to evaluate potential options for expanding CCFD. The subcommittee began meeting in early 2014.

In April 2014, the subcommittee recommended to the full Board that CCFD negotiate with Millbrae for further shared services on a contractual basis. The subcommittee also recommended that CCFD continue with San Bruno on a status quo basis for a year or two. The Board concurred with the subcommittee's recommendations.

At the December 2014 Board meeting, the Board approved a contract for services agreement with the City of Millbrae. This agreement did not include the four Millbrae Chief Officers, (one Deputy Chief, one Training Division Chief, and two Battalion Chiefs), who were excluded because of specific benefits that were unique to the Chief Officers and could not easily be converted, transferred, or eliminated. In honor of their longstanding service to the community, Millbrae committed to retaining the four Chief Officers through the end of calendar year 2015, so that they would have one final year of City service and would retire at that time. The remaining 19 Millbrae Fire employees joined CCFD on December 29, 2014.

Throughout 2014, the Burlingame and Hillsborough City Managers shared information with the San Bruno City Manager about the CCFD/Millbrae negotiations, and they made it clear that the Board did not wish to entertain discussions about San Bruno's future with CCFD until December 2015 at the earliest. CCFD needed an opportunity to evaluate the success of the CCFD/Millbrae merger, allow all parties to have a clear understanding of what a larger department would look like, and provide CCFD a chance to identify any potential pitfalls that might accompany a larger merger.

### **Discussion:**

Although the Board of Directors and staff anticipated beginning the discussions about San Bruno's future with CCFD in December 2015, changing circumstances in Millbrae and San Bruno necessitate beginning that discussion earlier.

As the Board may be aware, Millbrae and San Bruno have had an agreement for approximately 10 years in which they shared certain Fire personnel—a Deputy Chief (currently a Millbrae employee), a Fire Marshal (San Bruno), and three Battalion Chiefs (one from San Bruno and two from Millbrae). Three of the four remaining Millbrae Chief Officers fill the Millbrae slots described above. The formula for splitting costs has changed over time. Under the current formula, San Bruno pays for 60% of the costs of these positions, while Millbrae pays for 40% of the costs. This agreement terminates at the end of June 2016, unless either party terminates it earlier by giving 60 days' notice. (Millbrae is terminating the Fire Marshal section of the agreement as of June 30, 2015; an amendment to CCFD's agreement with Millbrae related to the provision of Fire Marshal and Fire Prevention services is on the Fire Board's June 22 agenda.)

In the spring of 2015, one of the Millbrae Battalion Chiefs (BCs) began discussing retiring from Millbrae prior to the end of December 2015. He recently notified Millbrae's Human Resources Department that he will be retiring at the end of June. As described above, this position is a shared position between Millbrae and San Bruno; CCFD's Fire Chief supervises this position, but CCFD has no financial obligation with respect to this position. It is an expense that belongs solely to Millbrae and San Bruno.

With the BC leaving early, there will be an opening in Battalion 2, which covers the two Millbrae fire stations (two engine companies) and the two San Bruno fire stations (two engine companies and one truck company). At this time, it is unclear how that opening will be filled. Millbrae has no other BCs to fill the role. San Bruno has two BCs—one operational BC currently working on shift in Battalion 2, and a BC currently serving in an administrative role and responsible for emergency preparedness and other administrative San Bruno Fire Department matters.

Although CCFD has the ability to appoint a CCFD employee to the position, the Department would have to backfill the position on overtime as the Department is not currently overstaffed. It is staff's contention that regardless of which agency provides the third BC, Millbrae and San Bruno are solely responsible for the costs associated with the position and any overtime that is incurred as a result. The annual cost of a CCFD Battalion Chief is \$292,232, while the annual cost of a San Bruno Battalion Chief is approximately 3% less.



### *Timing Issues*

As described above, the agreement between Millbrae and San Bruno terminates on June 30, 2016, though either party can terminate the agreement earlier with 60 days' notice. Millbrae has only committed to keeping the four Chief Officers on until December 31, 2015, and one of those Chief Officers is now leaving six months early. As CCFD is not a party to the Millbrae/San Bruno agreement, this timing discrepancy was not discussed during the Millbrae negotiations.

The Fire Chief believes that CCFD can function with one battalion that covers the two Burlingame stations (two engine companies and one truck company), the two Hillsborough stations (two engine companies), and the two Millbrae stations (two engine companies). If San Bruno joins the Department in some fashion (whether by contract for services or as a full voting member of the JPA), then the larger department, with its 10 companies, would need to maintain two battalions. This is due to the span of control issues for the Battalion Chiefs as well as merging departments and cultures. (An earlier staffing model contemplated reducing staffing to one Battalion and adding an Administrative BC to assist with the workload. The Fire Chief does not believe this to be a viable staffing model at this time.)

Some of the expense of this second battalion would be borne by CCFD, though the exact amount will need to be negotiated. Similarly, as with the Millbrae contract for services, San Bruno would be obligated to contribute towards the costs of the larger CCFD organization. Again, this contribution would be subject to negotiation.

CCFD firefighters and captains are already staffing the Millbrae fire stations, which are included in Battalion 2. The additional cost of maintaining this second battalion after December 31, 2015, therefore, comes from the need to pay some portion of the salaries—to be negotiated—for the three BCs required to staff Battalion 2. Should CCFD choose not to expand beyond its current borders, then CCFD's Battalion 1 would cover the six CCFD stations, and no additional BCs would be required.

### *Options*

The CCFD Fire subcommittee met to discuss some of these issues in May. Subsequently, the Fire Board Chair and the Chief Administrative Officer determined that it would be prudent to have a discussion with the full Fire Board about San Bruno's future with CCFD due to the timing of the events explained above. The Board has three options with respect to San Bruno:

1. It could offer San Bruno a contract for services, as with Millbrae. The terms of such an agreement would need to be negotiated, but the CCFD/City of Millbrae agreement would likely serve as a model.
2. It could bring San Bruno in as a full partner and provide San Bruno with one or more seats on the Fire Board. This option could cause some problems with the City of Millbrae, which was not provided an opportunity to join the JPA but had expressed interest in such an arrangement in the past.
3. It could determine that San Bruno should pursue efforts to become a standalone agency. Should the Fire Board determine that this is the optimum solution, CCFD would continue to provide Fire Chief Services to the City of San Bruno until June 30, 2016, as per contract, unless San Bruno opted to terminate earlier. CCFD could also provide such other Chief Officer personnel as are



necessary during the transition period, provided that the City of San Bruno covered the full costs for these positions.

Staff recommends that the Board discuss the three options and provide direction as to which option, if any, it wishes to pursue at this time.

**Attachments:**

- Draft organization charts
- Letter from CCFD Firefighters

June 16, 2015

Dear CAO Lisa Goldman and Fire Board members,

In 2004, Burlingame and Hillsborough merged to form CCFD. That merge was largely labor driven. The idea for it was born out of larger county merger meetings that were taking place. Many departments were involved, but nothing was happening. Our two organizations worked well together and our cities had similar needs. A momentary side conversation of "hey, why don't we just look at Hillsborough and Burlingame" grew into the formation of CCFD a short time later. There were sacrifices and compromises made on all sides, but the end result was worth it.

In 2014, we added Millbrae to our department. This time it was the city leaders, our administration, and the Fire Board leading the way. The Matrix study, the City Gate research, and our own fire department analysis highlighted ways we could provide better services to the communities we served. We acted on that information and our department has since flourished.

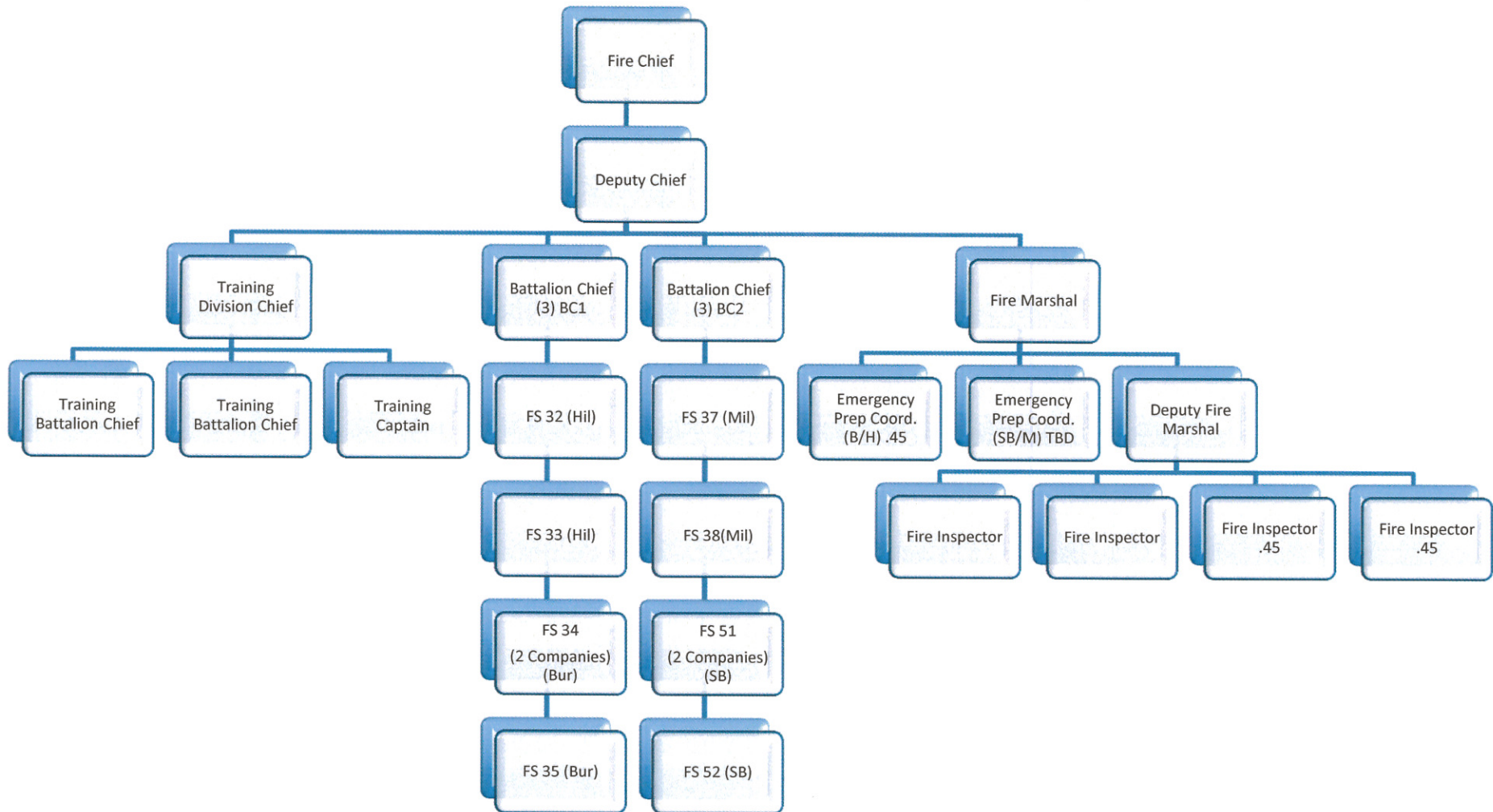
The fire service in San Mateo County has been evolving for years. Our dropped boundary agreement in 1999, our central dispatch, our joint fire academy, and our Central San Mateo County Training Division, all highlight the successes we have had when we combine efforts and work together. There have been sacrifices and compromises made, but the end results have been worth it.

Our firefighters have the utmost confidence in the Fire Board's judgment. We know the decisions you make are well thought out and take many different factors into consideration. We also know that you don't make those decisions without input. Our firefighters would just like all of you to know that we continue to support exploring ideas to partner with the San Bruno Fire Department. Our group supports looking into arrangements that will make us a better, stronger, and more efficient fire department. We understand that many of these arrangements will require sacrifices and compromises and that everyone involved will have to help find solutions. Each step we have taken so far has come with its own challenges, but as we look back, we are all very proud of how far we have come.

Thank you for your time in reading this letter. We appreciate the relationship we have with each of you, and our ability to communicate our thoughts and concerns about issues facing our department.

Sincerely,  
The Central County Firefighters

## Organizational Chart – Consolidated Organization (CCFD SBFD)



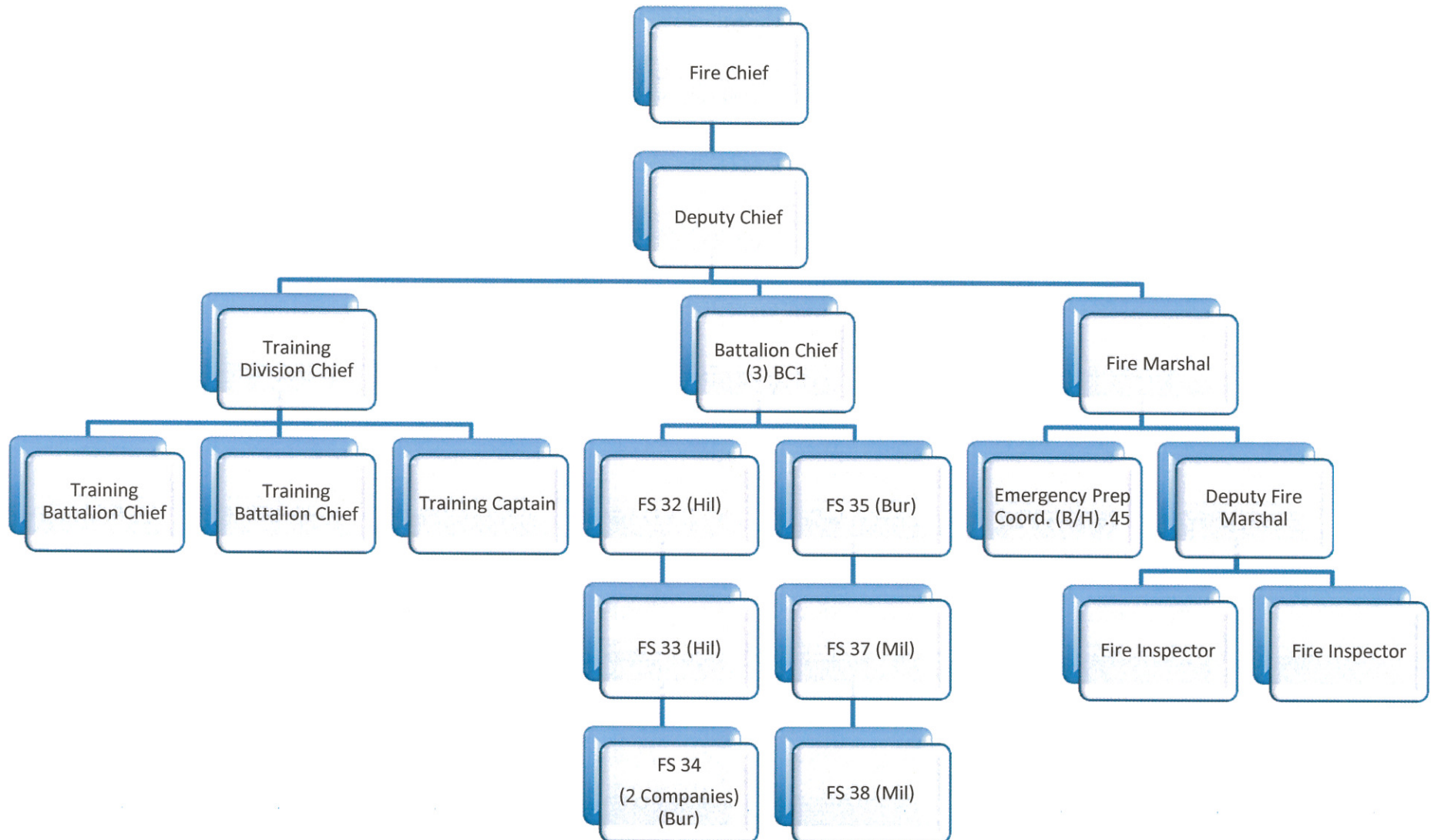
### Operational Staffing

Total Staffing 3 BCs - 30 Captains - 65 Firefighters

Minimum Daily Staffing 2 BCs - 10 Captains - 20 Firefighters



## Organizational Chart – CCFD Stand alone



### Operational Staffing

Total Staffing 3 BCs - 21 Captains - 45 Firefighters

Minimum Daily Staffing 1 BC - 7 Captains - 14 Firefighters