



BOARD OF DIRECTORS REGULAR MEETING AGENDA

Wednesday April 14, 2021
4 p.m. by Teleconference/Zoom

On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by or by other electronic means. Pursuant to the Shelter-in-Place Order issued by the San Mateo County Health Officer on March 16, 2020, the statewide Shelter-in-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, the Council Chambers at Burlingame City Hall and Hillsborough Town Hall are closed to the public.

This meeting will be conducted via Zoom, an independent virtual meeting platform. Members of the public may join the meeting by logging onto the Zoom meeting listed below.

<https://us02web.zoom.us/j/89154927724?pwd=SU9nL3VFYmV1OEQzUDViVkdNR2tSUT09>

Meeting ID: 891 5492 7724

Passcode: 357054

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TELECONFERENCE PARTICIPANTS

Board Members Ricardo Ortiz, Michael Brownrigg, Marie Chuang and Sophie Cole will participate by teleconference pursuant to Governor Newsom's Executive Order N-25-20

Pursuant to Ralph M. Brown Act, Government Code Section 54953, all votes shall be by roll call due to Board Members Ricardo Ortiz, Michael Brownrigg, Marie Chuang and Sophie Cole participating by teleconference.

Any requests for reasonable accommodation should be addressed to Rubina Ellam at publiccomment@ccfd.org or 650-558-7600.

**1. CALL TO ORDER****2. PLEDGE OF ALLEGIANCE****3. ROLL CALL****4. APPROVAL OF MINUTES**

- a. Regular meeting minutes of February 10, 2021

5. REPORT OUT FROM CLOSED SESSION

- a. Report out from closed session of February 10, 2021

6. PUBLIC COMMENTS – NON-AGENDA

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. For purposes of this teleconference meeting, members of the public may provide written comments by email to publiccomment@ccfd.org. Emailed comments should include the specific agenda item on which you are commenting on or note that your comment concerns an item that is not on the agenda. The length of the emailed comment should be commensurate with the three minutes allowed for verbal comments, which is approximately 250-300 words. To ensure your comment is received and read to the Board of Directors for the appropriate agenda item, please submit your email no later than 3 p.m. on Wednesday, April 14, 2021.

7. CONSENT CALENDAR

There are no consent calendar items for this meeting.

8. PUBLIC HEARING

- a. A Public Hearing to approve the Resolution to Adopt the [Fiscal Year 2021-2022 Budget](#) for the Central County Fire Department
 - i. Staff Report ([includes PowerPoint](#))
 - ii. Open Public Hearing and receive comments
 - iii. Close Public Hearing
 - iv. Approve the Resolution to Adopt the Fiscal Year 2021-2022 Budget for the Central County Fire Department
- b. A Public Hearing to approve the Resolution to Adopt the Master Fee Schedule for Central County Fire Department
 - v. Staff Report
 - vi. Open Public Hearing and receive comments
 - vii. Close Public Hearing
 - viii. Approve the Resolution to Adopt the Master Fee Schedule for the Central County Fire Department

9. STAFF REPORTS

- a. Fire Chief's Update (*Oral Report*)



10. NEW BUSINESS

- a. Resolution to Adopt the Salary Schedule for the Central County Fire Department
- b. Resolution Authorizing the Execution of an Agreement Between the Central County Fire Department and the City of South San Francisco for Provision of Maintenance and Repair Services for Fire Apparatus and Fleet Vehicles

11. BOARD OF DIRECTORS' COMMENTS

12. ADJOURNMENT

NOTICE: Any members of the public 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. and on the CCFD website at www.ccfdonline.org.

Any writings or documents provided to a majority of the Joint Powers Authority Board of Directors regarding any item on this agenda will be made available for public inspection at the Fire Administration Offices, 1399 Rollins Road, Burlingame, CA 94010



BOARD OF DIRECTORS MEETING MINUTES (Unapproved)
Wednesday, February 10, 2021

1. CALL TO ORDER

The meeting was called to order at 4:01 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All Board Members were present.

4. APPROVAL OF MINUTES

- a. Special meeting minutes of January 25, 2021
- b. Regular meeting minutes of December 9, 2020

Board Member Chuang motioned to approve the meeting minutes of December 9, 2020 and January 25, 2021 Board Member Cole seconded the motion. Approved 4-0-0.

5. REPORT OUT FROM CLOSED SESSION OF JANUARY 25, 2021

Jean Savaree, legal counsel, reported that direction was given, and no action was taken.

6. PUBLIC COMMENTS – NON-AGENDA

No public comments.

7. CONSENT CALENDAR

- a. Fiscal Year 2020/21 Mid-Year Financial Report for the Central County Fire Department
- b. Approval to Pay the Tablet Command Invoice for Software

Board Member Chuang motioned to approve items 7a. and 7b. Board Member Brownrigg seconded the motion. Approved 4-0-0.

8. STAFF REPORTS

- a. Fire Chief's Report (Oral Report)

Chief Barron gave a brief update:

- Strike Teams Deployed
 - Engine 32 was deployed January 20th as part of the San Mateo County Strike Team to the Santa Cruz area for the first wildland fire of the season
 - USAR-133 was deployed January 26th as part of a standby Task Force in the event of flooding in Santa Cruz burn scar areas
- First Responder COVID-19 Vaccine Clinic
 - First and second doses administered
 - 82% of County first responders vaccinated, 84% of CCFD staff vaccinated
 - Approx. 35-40 CCFD staff volunteered to become certified COVID-19 vaccinators for a mass San Mateo County vaccination event held February

- 3rd – February 5th for tiers 1a and 1b (healthcare workers and residents 65+) and February 12th, 16th –17th at SFO for a drive-thru vaccination clinic
 - County may reimburse for clinic staffing costs
- New Computer-Aided Dispatch (CAD) System
 - New CAD system is live and online; utilizes automatic vehicle location (AVL)/GPS so closest engine to the incident is dispatched
 - Chief Barron expressed appreciation to the CAD committee, in particular, Battalion Chief Jake Pelk
 - Will provide a detailed data report on call volume in the coming weeks
- Type VI OES Apparatus
 - Informed by the State that delivery has been delayed. Expected delivery is mid-March
- Standards of Cover Study
 - Study done by an outside agency
 - Deep dive into all things CCFD, from staffing to call volume, station locations, traffic patterns, dispatch, run times, facilities, future building population, etc.
 - Going out to bid in mid-March
- Two New Firefighters
 - Christian Kadash and Joe Plume, finishing Paramedic school
 - Spring San Mateo County Fire Academy scheduled to begin March 15th, total of 18 recruits divided in to two locations (per COVID guidelines), Menlo Park and So. San Francisco
- Captain's Test
 - 12 applicants for Captain's promotional test
 - Written exam scheduled for March 29th, assessment center will be conducted April 28th and 29th. Chief's interviews scheduled for May 5th and 6th.
- Town of Hillsborough WUI Program
 - Program now live in Hillsborough per ordinance
 - Goal is to complete 2,832 inspections by end of year; hired two part-time WUI Inspectors, Anthony Anderson and Clark Stern to assist with inspections
- New Ladder Truck
 - Order placed for new aerial ladder truck; delivery is expected by Spring 2022
- Recruitment Efforts
 - Recruitment underway, looking to hire at least two firefighters for a Fall 2021 San Mateo County Fire Academy pending retirements

9. **BOARD OF DIRECTORS' COMMENTS**

Board Member Chuang thanked Chief Barron for his detailed report and inquired about how CAD system calls are classified and tracked. Chief Barron explained that automatic vehicle location or GPS is what drives the new CAD system and covers all fire dispatch, ambulance dispatch, sheriff's office and 9-1-1 calls.

Board Chair Ortiz asked a scenario-based follow-up question, "If CCFD is on a call in a different city and then on the way back, if something happens and our rig is the closest, will CCFD respond or will that City's fire department respond?" Chief Barron explained that the CAD system will pick up the location of the closest in-service engine to the incident and that engine will be dispatched.

Board Member Cole inquired about the post WUI inspection process. Chief Barron explained that once the inspection is completed and passed, a \$100.00 invoice is issued and if a reinspection is needed, a list of items to address and a total invoice of \$200.00 is issued.

Board Member Brownrigg shared that there is a proposal in the CA Senate, SB-55, which would prevent new development in high-risk wildfire areas and suggested that it may be of interest to keep an eye on its progress. Chief Administrative Officer, Ann Ritzma, stated that a small group of City Managers of local high-risk wildfire areas, including Hillsborough, Portola Valley, and Woodside, has a meeting scheduled with a Lobbyist to watch the SB55 legislation.

Board Chair Ortiz inquired about the aerial ladder truck and whether 12 months was a normal lead time to await delivery. Chief Barron stated that 12 months is in keeping with lead time and added that quite a few rigs are being ordered from Pierce, apparatus manufacturer, this year in the county.

11. ADJOURN TO CLOSED SESSION (via teleconference)

Adjourned to closed session at 4:20 p.m.

12. CLOSED SESSION

b. Conference with Labor Negotiator for Unrepresented Management (Fire Chief, Deputy Fire Chief, and Administrative Services Manager), Unrepresented Clerical (Sr. Accounting Technician, Accounting Technician, Management Assistant, Administrative Assistant, Office Assistant and Fire Prevention Specialist), Unrepresented Mechanics (Emergency Vehicle Technicians), Unrepresented Community Risk and Resiliency Specialist, (GC#54957.6(a)). Agency Negotiator: Kristin Armbruster, HR Manager, Town of Hillsborough.

a. WCAB No. ADJ11612727 Conference with Legal Counsel – Existing Litigation (Gov’t Code Sec 54956.9(d)(1)): Name of Case: Jerry Goff vs. Central County Fire Department; WCAB No. ADJ12184114 and ADJ12352533

(reversed order of items, Board Member Cole had a conflict of interest with 11a.)

Board Member Cole left the meeting at 4:31 p.m. Mr. Pettibone and Chief Barron returned to closed session for item 11a.

13. ADJOURN CLOSED SESSION

The closed session was adjourned at 4:42 p.m.

14. REPORT FROM CLOSED SESSION

15. ADJOURNMENT

Meeting adjourned at 4:43 p.m.



AGENDA ITEM: 8a

STAFF REPORT

MTG. DATE: April 14, 2021

TO: Board of Directors

DATE: April 14, 2021

FROM: Jan Cooke, Finance Director
Bruce Barron, Fire Chief

APPROVED BY: Ann Ritzma
Ann E. Ritzma, CAO

SUBJECT: Public Hearing for Resolution to Adopt the Fiscal Year 21/22 Budget for the Central County Fire Department

Recommendation:

Approve the Resolution to adopt the Fiscal Year 21/22 Budget for the Central County Fire Department (CCFD)

Background:

Summary

The table below outlines the overall changes in the FY 21/22 General Fund Budget with City contributions increasing \$1.4 million (5.1%), driven by a \$1.2 million (4.0%) increase in expenditures and a \$0.1 million (-3.8%) decrease in operating revenue, as well as no use of reserves in FY 21/22 (-\$0.2 million).

FY 21/22 BUDGET SUMMARY				
General Fund	20/21 Adopted Budget	21/22 Proposed Budget	\$ Change	% Change
Sources of Funds:				
Operating Revenue	1,686,037	1,622,601	(63,436)	-3.8%
Contributions	27,425,166	28,829,026	1,403,860	5.1%
Use of Reserves	180,000	0	(180,000)	-100.0%
Total Sources of Funds	\$29,291,203	\$30,451,627	\$1,160,424	4.0%
Uses of Funds:				
Operating Expenditures	28,341,203	29,376,627	(1,035,424)	3.7%
Capital Funding	950,000	1,075,000	(125,000)	-13.2%
Total Uses of Funds	\$29,291,203	\$30,451,627	\$(1,160,424)	4.0%

The FY 21/22 General Fund expenditure budget is increasing \$1.2 million, or 4.0% as compared to the FY 20/21 adopted budget. The dollar increase and percentage of the total increase are primarily attributable to contractual increases associated with salaries and

benefits (\$0.6 million, or 2%), increases in CalPERS pension contributions (\$0.6 million, or 2%) and an increase in asset replacement reserve (\$0.1 million or 1%), offset by lower overtime, workers' compensation, other benefits and materials and services (-\$0.1 million, or -1%),

The FY 21/22 General fund operating revenue is decreasing \$63k as compared to the FY 20/21 adopted budget, primarily due to a reduction in mechanics' shop revenue (-\$36k) and miscellaneous non-recurring revenue (-\$27k).

Detailed analysis

Operating Revenues:

General Fund operating revenues are projected to decrease \$63k (-3.8%) as compared to the FY 20/21 adopted budget.

- Fire plan review, construction, and inspections revenues are expected to increase due to expected larger development projects in Burlingame and Millbrae. (+\$5k, 1.7% change)
- Joint training revenue is a formula based on number of engine companies and training personnel. (+\$0k, 0% change)
- The mechanic shop revenues are expected to decrease with the shop only servicing apparatus for the City of San Bruno. (-\$36k, -48% change)
- Reimbursement and other revenues are projected to decrease primarily due to one-time revenues received in FY 20/21 for miscellaneous revenues. (-\$32k, -85% decrease)

Contributions

- The increase in FY 21/22 contributions is \$1.1 million (5.1%) for all cities (Burlingame +\$609k, Hillsborough +\$406k, and Millbrae +\$389k).

Operating Expenditures:

Salaries and Benefits

The overall increase in salaries and benefits is \$1.1 million (4.1%) as compared to FY 20/21 adopted budget. This is primarily attributable to contractual MOU and pension costs.

- Salaries expenditures increase with contractual MOU increases. There are no new approved positions for FY 21/22. (+\$608k, 4.9% increase).
- Retirement annual contributions as a percentage of payroll are increasing .1% for the Safety PEPRA Plan (14.4% in FY 21/22 versus 14.3% in FY 20/21) and 6.3% for the Safety Classic Plan (63.1% in FY 21/22 versus 56.8% in FY 20/21). (+\$563k, 10% increase).
- The workers' compensation contribution decreases to \$1.9 million in FY 21/22 budget. (-\$39k, 2.0% decrease).
- Overtime costs decrease from FY 20/21 as it is anticipated that vacancies will be filled by new firefighter recruits. (-\$25k, 1.3% decrease).
- Health, dental and other benefits (net) decrease from FY 20/21 due to lower actual experience rate. (-\$50k, 1.5% decrease).
- Other Post-Employment Benefit (OPEB) funding for FY 21/22 is estimated at \$1.4m based on the new actuarial valuation. (+\$21k, 1.6% increase)
- Leave payouts include payouts for vacation and sick leave programs and for retirements.

Materials and Services Expenditures

- Materials and Services expenditures are budgeted to decrease \$43k (-2.0%) primarily for completion of required training for new firefighters and captains, lower mechanic

shop costs due to San Mateo Consolidated Fire no longer serviced by CCFD, offset somewhat by increase in general liability insurance based on estimated CPI.

Asset Replacements/Reserves

- The FY 21/22 budget includes the purchase of an engine (\$770k); one command staff vehicle (\$65k); radios, computers, and Wi-Fi devices (\$91k); and PPE safety sets (\$108k). These replacements, totaling \$1,034,858, are encumbered in the Vehicle and Equipment Replacement Fund. A service charge of \$1,075,000 is budgeted in the FY 21/22 General Fund for these purchases.

Fiscal Impact:

The proposed budget for FY 21/22 reflects a \$28.8 million contribution requirement from Burlingame, Hillsborough, and Millbrae. This is a \$1.4 million (5.1%) increase over the FY 20/21 adopted budget.

Attachments:

1. Proposed FY 21/22 Budget for Central County Fire Department
2. Resolution to Adopt the Fiscal Year 21/22 Budget for Central County Fire Department

RESOLUTION NO. 21-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT
ADOPTING THE BUDGET FOR FISCAL YEAR 2021-2022**

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

WHEREAS, the Joint Powers Agreement establishing Central County Fire Department became effective April 20, 2004; and

WHEREAS, Section 16.1 of the Joint Powers Agreement requires that the Department adopt a budget for maintenance and operations costs and costs of special services in time to allow approval by Member Agencies prior to June 30th of each year; and

WHEREAS, the budget for fiscal year 2021-2022 has been prepared and reviewed by staff; and

WHEREAS, the budget from Central County Fire Department has been submitted to and reviewed by the Board of Directors.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the Central County Fire Department adopt the budget for Central County Fire Department for fiscal year 2021-2022.

	Fiscal Year 2021-2022
General Fund	\$30,451,627
Joint Training Program Fund	161,000
Capital Project Fund	--
Sub-total	\$30,612,627
Internal Service Fund –Insurance	2,112,736
Internal Service Fund-Vehicles/Equipment	1,034,858
GRAND TOTAL	\$33,760,221

Approved at a regular meeting of the Board of Directors held by teleconference this 14th day of April, 2021.

Signed: _____
Ricardo Ortiz, Chair

Attest: _____
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 21-02 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held by teleconference on the 14th day of April, 2021, by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____



AGENDA ITEM: 8b

STAFF REPORT

MTG. DATE: April 14, 2021

TO: Board of Directors

DATE: April 14, 2021

FROM: Bruce Barron, Fire Chief
Christine Reed, Fire Marshal

APPROVED BY: Ann Ritzma
Ann E. Ritzma, CAO

SUBJECT: Public Hearing for Resolution to Adopt and Approve the FY21/22 Master Fee Schedule for the Central County Fire Department

Recommendation

Adopt a resolution approving the amended master fee schedule for the Central County Fire Department.

Background

CCFD has historically established fees based upon the cost of providing the service. The agency has adopted a formula which accounts for the average time it takes an employee to perform services multiplied by the fully burdened work rates of multiple employee classifications engaged in performing services. Over the last two years, CCFD employees have received compensation adjustments per the negotiated Memorandum of Understanding (MOU) and negotiated cost of living adjustments, which have changed the cost of providing a service. Additionally, pension (PERS) and benefit rates have also increased. The CCFD fee schedule for FY 21/22 has been updated to reflect any changes in the average time required for each service and with the application of employee cost (hourly rate with benefit costs).

The FY 2021/22 fee schedule reflects some minor language clarifications and the addition a new fire alarm modification permit fee and the fire flow processing fee.

Fiscal Impact:

There will be an increase in revenues due to new charges for fees and services.

Attachments:

1. Resolution to Adopt and Approve the FY21/22 Master Fee Schedule for the Central County Fire Department
2. Central County Fire Department Master Fee Schedule FY21/22 (redlined)
3. Central County Fire Department Master Fee Schedule FY21/22 (clean copy)

RESOLUTION NO. 21-03

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE
DEPARTMENT TO APPROVE AND ADOPT THE MASTER FEE SCHEDULE FOR FISCAL YEAR
2021-2022**

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

WHEREAS, the Central County Fire Department has historically established fees based upon a formula of time taken to perform services multiplied by the fully burdened work rates of employees; and

WHEREAS, the Central County Fire Department has not increased fees since 2019; and

WHEREAS, the fees in the Master Fee Schedule have been updated and verified utilizing new burdened work rates; and

WHEREAS, notice of the proposed fee schedule and of the April 14, 2021 public hearing in connection therewith, has been duly provided pursuant to the provisions of State law; and

WHEREAS, all fees as delineated in the Master Fee Schedule shall become effective July 2021.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Central County Fire Department approves and adopts the amended Master Fee Schedule for the Central County Fire Department.

Approved at a regular meeting of the Board of Directors of the Central County Fire Department held by teleconference this 14th day of April 2021.

SIGNED: _____
Ricardo Ortiz, Chair

ATTEST: _____
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 21-03 adopted by the Board of Directors of the Central County Fire Department, at its regular meeting held by teleconference on the 14th day of April 2021 by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____

MASTER FEE SCHEDULE

CENTRAL COUNTY FIRE DEPARTMENT Master Fee Schedule			
<u>SERVICE</u>	<u>REFERENCE</u>	<u>ADOPTED FY2020/21</u>	<u>PROPOSED FY2021/22</u>
Care Facilities Inspections			
Pre-inspection of licensed community care (per hour)	H&S Code §13235	\$146	\$173
Residential Care Facility for Elderly serving 6 or fewer persons – fire inspection enforcement	H&S Code §1569.84	No Charge	
Residential Care Facility		\$301	\$358
Large Family Day Care		\$163	\$111
Skilled Nursing Facilities		\$577	\$686
Hospital/Institution		\$2,230	\$2,658
Re-Inspections			
Second re-inspection (fee per inspection)		\$114	\$133
Third and subsequent re-inspection (fee per inspection)		\$207	\$161
Construction Fees			
General Fire & Life Safety Services <ul style="list-style-type: none"> • Consultation & Research • Pre-application meetings & Design Review • Property Survey • General Construction Inspections • Processing, Scheduling, and Record Keeping 		12% of Building Permit fees for Commercial, Non- Residential and Multi-Family Residential	12% of Building Permit fees for Commercial, Non- Residential and Multi-Family Residential
Building or Planning Plan Check Fees (per hour)	Per hour	\$157	\$181
Expedite Building or Planning Check Fees (2 hour minimum)		\$314	\$362
Consultation and Planning (per hour)		\$229	\$263
Alternate Means of Protection Review (per hour)		\$229	\$263
Fire Alarm/Fire Protection Systems:			
Permit for Sprinkler Monitoring System		\$176	\$207
Permit for Manual System		\$176	\$207
Permit for Automatic System		\$313	\$371
Permit for Combination System		\$452	\$535
Fixed Fire Extinguishing System Permit		\$245	\$289
Standpipe System Permit		\$313	\$371
Storage Tank (above or below ground) Permit		\$176	\$207
<u>Multi-Residential or Commercial Fire Alarm system remodel or extension</u>			<u>\$207</u>
Multi-residential or commercial minor fire alarm remodel or repair (device relocation/adjustment)		\$107	\$125
Emergency Responder Radio Coverage System Permit	§510, CFC Title 24 Part 9	\$335	\$342
Fire Sprinkler Systems:			
One or two Family Dwelling Fire Sprinkler System (NFPA 13D) - flat fee including 2 inspections (additional inspections will be charged at the hourly rate of the staff who perform each inspection)		\$452	\$452
Fire Pump Permit		\$176	\$207
New Multi-Residential or Commercial Fire sprinkler System (NFPA 13 or 13R) Permit – flat fee including 2 inspections (additional inspections will be charged at the hourly rate of the staff who perform each inspection)		\$727	\$864
Multi-Residential or Commercial Fire Sprinkler system remodel or extension		\$176	\$207
Fire Sprinkler minor remodel or repair (sprinkler head relocation/adjustment)		\$107	\$125

MASTER FEE SCHEDULE

CENTRAL COUNTY FIRE DEPARTMENT Master Fee Schedule			
<u>SERVICE</u>	<u>REFERENCE</u>	<u>ADOPTED FY 2020/21</u>	<u>PROPOSED FY2021/22</u>
Fire Service Line Permit		\$176	\$371
Fire Flow Information Processing		\$39 plus individual city fees	\$39 plus individual city fees
Miscellaneous Fees and Permits:			
Community CPR / AED Class		\$40 Resident \$50 Non-Resident	\$40 Resident \$50 Non-Resident
Photographs from investigations		Cost of Reproduction	Cost of Reproduction
Fire Incident Reports (not including photographs)		\$10	\$10
Work without a construction permit (fees to be determined at Fire Marshal's discretion)		Up to 10 times the permit fees	Up to 10 times the permit fees
Emergency Response Costs for Driving under the Influence. (Billing upon conviction)	Govt. Code §53150-58	Costs according to Personnel Schedule below plus Apparatus cost of \$91/hr. as set by State	Costs according to Personnel Schedule below plus Apparatus cost of \$140 as set by State
False Alarms		\$441 for 3 to 5 and \$630 for 6 or more	\$540 for 3 to 5 and \$1,080 for 6 or more
Vegetation Management/Wildland-Urban Interface Inspection		\$200	\$200
Change of Use inspection (usually triggered by new business license)		\$108	\$158
Hazardous Materials Clean-up/Response		Costs according to Personnel Schedule below plus Apparatus cost of \$91/hr.as set by State	Costs according to Personnel Schedule below plus Apparatus cost of \$140 as set by State
Standby Service			
Firefighter (per hour – minimum of 3 hours)		\$88	\$116
Fire Captain (per hour – minimum of 3 hours)		\$103	\$134
Battalion Chief (per hour – minimum of 3 hours)		\$117	\$157
Engine Company (per hour – minimum of 3 hours plus apparatus costs – per day as set by the State)		\$366 per hour + \$91 per hour for apparatus	\$480 per hour + \$140 per hour for apparatus
Personnel Costs (per hour)			
Administration		\$61	\$67
Firefighter		\$88	\$116
Fire Captain		\$103	\$134
Fire Prevention Specialist		\$82	\$82
Fire Inspector		\$138	\$164
Deputy Fire Marshal		\$144	\$173
Battalion Chief		\$117	\$157
Fire Marshal		\$177	\$198
Deputy Fire Chief		\$188	\$238
Fire Chief		\$205	\$272
General Permits			
Aerosol Products		\$163	\$193
Amusement Buildings		\$267	\$316
Apartments, Hotels and Motels – 10 or less units		\$140	\$163

MASTER FEE SCHEDULE

CENTRAL COUNTY FIRE DEPARTMENT Master Fee Schedule			
<u>SERVICE</u>	<u>REFERENCE</u>	<u>ADOPTED FY 2020/21</u>	<u>PROPOSED FY2021/22</u>
Apartments, Hotels and Motels – 11 to 25 units		\$166	\$184
Apartments, Hotels and Motels – 26 or more units		\$192	\$205
Apartments (Specialized Inspection)		\$219	\$219
Aviation Facilities		\$473	\$563
Battery System		\$473	\$563
Carnivals and Fairs		\$267	\$316
Christmas Tree Lot		\$267	\$316
Combustible Fiber Storage		\$267	\$316
Combustible Material Storage		\$267	\$316
Commercial Occupancy Assigned to Prevention		\$200	\$200
Commercial Rubbish-Handling Operation		\$267	\$316
Compressed Gases		\$267	\$316
Cryogenics		\$267	\$316
Dry Cleaning Plants		\$267	\$316
Dust-Producing Operations		\$267	\$316
Exhibits & Trade Shows – Display Booth		\$267	\$316
Exhibits & Trade Shows – With Open Flame		\$267	\$316
Exhibits & Trade Shows – Display Fuel Powered Equipment		\$267	\$316
Explosives or Blasting Agents		\$473	\$563
Fire Hydrants and Water Control Valves		\$265	\$313
Fireworks		\$473	\$563
Flammable or Combustible Liquids		\$473	\$563
Hazardous Materials		\$473	\$563
High-Piled Combustible Storage – 20,000 square feet or less		\$481	\$572
High-Piled Combustible Storage – more than 20,000 square feet		\$549	\$654
Highrise	H&S§13214(b)	\$316	\$449
Hot-Work Operations		\$267	\$316
Liquefied Petroleum Gasses		\$473	\$563
Liquid-or gas-fueled Vehicles or Equipment in Assembly Buildings		\$473	\$563
Live Audiences		\$473	\$563
Lumber Yards storing in excess of 100,000 board feet		\$370	\$440
Magnesium Working		\$267	\$316
Motor Vehicle Fuel-Dispensing Stations		\$267	\$316
Open Burning		\$267	\$316
Organic Coating		\$267	\$316
Ovens, Industrial Baking and Drying		\$267	\$316
Parade Floats		\$267	\$316
Places of Assembly		\$439	\$522
Production Facilities		\$439	\$522
Pyrotechnical and Special Effects Material		\$473	\$563
Radioactive Materials		\$267	\$316
Refrigeration Equipment		\$370	\$440
Repair Garage		\$267	\$316
Spraying and Dipping		\$267	\$316
Tents, Canopies, and Temporary Membrane Structures		\$402	\$478
Tire Storage		\$267	\$316
Wood Products		\$267	\$316

MASTER FEE SCHEDULE

CENTRAL COUNTY FIRE DEPARTMENT Master Fee Schedule			
<u>SERVICE</u>	<u>REFERENCE</u>	<u>ADOPTED FY2020/21</u>	<u>PROPOSED FY2021/22</u>
Care Facilities Inspections			
Pre-inspection of licensed community care (per hour)	H&S Code §13235	\$146	\$173
Residential Care Facility for Elderly serving 6 or fewer persons – fire inspection enforcement	H&S Code §1569.84	No Charge	
Residential Care Facility		\$301	\$358
Large Family Day Care		\$163	\$111
Skilled Nursing Facilities		\$577	\$686
Hospital/Institution		\$2,230	\$2,658
Re-Inspections			
Second re-inspection (fee per inspection)		\$114	\$133
Third and subsequent re-inspection (fee per inspection)		\$207	\$161
Construction Fees			
General Fire & Life Safety Services <ul style="list-style-type: none"> • Consultation & Research • Pre-application meetings & Design Review • Property Survey • General Construction Inspections • Processing, Scheduling, and Record Keeping 		12% of Building Permit fees for Commercial, Non- Residential and Multi-Family Residential	12% of Building Permit fees for Commercial, Non- Residential and Multi-Family Residential
Building or Planning Plan Check Fees (per hour)	Per hour	\$157	\$181
Expedite Building or Planning Check Fees (2 hour minimum)		\$314	\$362
Consultation and Planning (per hour)		\$229	\$263
Alternate Means of Protection Review (per hour)		\$229	\$263
Fire Alarm/Fire Protection Systems:			
Permit for Sprinkler Monitoring System		\$176	\$207
Permit for Manual System		\$176	\$207
Permit for Automatic System		\$313	\$371
Permit for Combination System		\$452	\$535
Fixed Fire Extinguishing System Permit		\$245	\$289
Standpipe System Permit		\$313	\$371
Storage Tank (above or below ground) Permit		\$176	\$207
<u>Multi-Residential or Commercial Fire Alarm system remodel or extension</u>			<u>\$207</u>
Multi-residential or commercial minor fire alarm remodel or repair (device relocation/adjustment)		\$107	\$125
Emergency Responder Radio Coverage System Permit	§510, CFC Title 24 Part 9	\$335	\$342
Fire Sprinkler Systems:			
One or two Family Dwelling Fire Sprinkler System (NFPA 13D) - flat fee including 2 inspections (additional inspections will be charged at the hourly rate of the staff who perform each inspection)		\$452	\$452
Fire Pump Permit		\$176	\$207
New Multi-Residential or Commercial Fire sprinkler System (NFPA 13 or 13R) Permit – flat fee including 2 inspections (additional inspections will be charged at the hourly rate of the staff who perform each inspection)		\$727	\$864
Multi-Residential or Commercial Fire Sprinkler system remodel or extension		\$176	\$207
Fire Sprinkler minor remodel or repair (sprinkler head relocation/adjustment)		\$107	\$125

MASTER FEE SCHEDULE

CENTRAL COUNTY FIRE DEPARTMENT Master Fee Schedule			
<u>SERVICE</u>	<u>REFERENCE</u>	<u>ADOPTED FY 2020/21</u>	<u>PROPOSED FY2021/22</u>
Fire Service Line Permit		\$176	\$371
Fire Flow Information Processing		\$39 plus individual city fees	\$39 plus individual city fees
Miscellaneous Fees and Permits:			
Community CPR / AED Class		\$40 Resident \$50 Non-Resident	\$40 Resident \$50 Non-Resident
Photographs from investigations		Cost of Reproduction	Cost of Reproduction
Fire Incident Reports (not including photographs)		\$10	\$10
Work without a construction permit (fees to be determined at Fire Marshal's discretion)		Up to 10 times the permit fees	Up to 10 times the permit fees
Emergency Response Costs for Driving under the Influence. (Billing upon conviction)	Govt. Code §53150-58	Costs according to Personnel Schedule below plus Apparatus cost of \$91/hr. as set by State	Costs according to Personnel Schedule below plus Apparatus cost of \$140 as set by State
False Alarms		\$441 for 3 to 5 and \$630 for 6 or more	\$540 for 3 to 5 and \$1,080 for 6 or more
Vegetation Management/Wildland-Urban Interface Inspection		\$200	\$200
Change of Use inspection (usually triggered by new business license)		\$108	\$158
Hazardous Materials Clean-up/Response		Costs according to Personnel Schedule below plus Apparatus cost of \$91/hr.as set by State	Costs according to Personnel Schedule below plus Apparatus cost of \$140 as set by State
Standby Service			
Firefighter (per hour – minimum of 3 hours)		\$88	\$116
Fire Captain (per hour – minimum of 3 hours)		\$103	\$134
Battalion Chief (per hour – minimum of 3 hours)		\$117	\$157
Engine Company (per hour – minimum of 3 hours plus apparatus costs – per day as set by the State)		\$366 per hour + \$91 per hour for apparatus	\$480 per hour + \$140 per hour for apparatus
Personnel Costs (per hour)			
Administration		\$61	\$67
Firefighter		\$88	\$116
Fire Captain		\$103	\$134
Fire Prevention Specialist		\$82	\$82
Fire Inspector		\$138	\$164
Deputy Fire Marshal		\$144	\$173
Battalion Chief		\$117	\$157
Fire Marshal		\$177	\$198
Deputy Fire Chief		\$188	\$238
Fire Chief		\$205	\$272
General Permits			
Aerosol Products		\$163	\$193
Amusement Buildings		\$267	\$316
Apartments, Hotels and Motels – 10 or less units		\$140	\$163

MASTER FEE SCHEDULE

CENTRAL COUNTY FIRE DEPARTMENT Master Fee Schedule			
<u>SERVICE</u>	<u>REFERENCE</u>	<u>ADOPTED FY 2020/21</u>	<u>PROPOSED FY2021/22</u>
Apartments, Hotels and Motels – 11 to 25 units		\$166	\$184
Apartments, Hotels and Motels – 26 or more units		\$192	\$205
Apartments (Specialized Inspection)		\$219	\$219
Aviation Facilities		\$473	\$563
Battery System		\$473	\$563
Carnivals and Fairs		\$267	\$316
Christmas Tree Lot		\$267	\$316
Combustible Fiber Storage		\$267	\$316
Combustible Material Storage		\$267	\$316
Commercial Occupancy Assigned to Prevention		\$200	\$200
Commercial Rubbish-Handling Operation		\$267	\$316
Compressed Gases		\$267	\$316
Cryogenes		\$267	\$316
Dry Cleaning Plants		\$267	\$316
Dust-Producing Operations		\$267	\$316
Exhibits & Trade Shows – Display Booth		\$267	\$316
Exhibits & Trade Shows – With Open Flame		\$267	\$316
Exhibits & Trade Shows – Display Fuel Powered Equipment		\$267	\$316
Explosives or Blasting Agents		\$473	\$563
Fire Hydrants and Water Control Valves		\$265	\$313
Fireworks		\$473	\$563
Flammable or Combustible Liquids		\$473	\$563
Hazardous Materials		\$473	\$563
High-Piled Combustible Storage – 20,000 square feet or less		\$481	\$572
High-Piled Combustible Storage – more than 20,000 square feet		\$549	\$654
Highrise	H&S§13214(b)	\$316	\$449
Hot-Work Operations		\$267	\$316
Liquefied Petroleum Gasses		\$473	\$563
Liquid-or gas-fueled Vehicles or Equipment in Assembly Buildings		\$473	\$563
Live Audiences		\$473	\$563
Lumber Yards storing in excess of 100,000 board feet		\$370	\$440
Magnesium Working		\$267	\$316
Motor Vehicle Fuel-Dispensing Stations		\$267	\$316
Open Burning		\$267	\$316
Organic Coating		\$267	\$316
Ovens, Industrial Baking and Drying		\$267	\$316
Parade Floats		\$267	\$316
Places of Assembly		\$439	\$522
Production Facilities		\$439	\$522
Pyrotechnical and Special Effects Material		\$473	\$563
Radioactive Materials		\$267	\$316
Refrigeration Equipment		\$370	\$440
Repair Garage		\$267	\$316
Spraying and Dipping		\$267	\$316
Tents, Canopies, and Temporary Membrane Structures		\$402	\$478
Tire Storage		\$267	\$316
Wood Products		\$267	\$316



AGENDA ITEM: 10a

STAFF REPORT

MTG. DATE: April 14, 2021

TO: BOARD OF DIRECTORS

DATE: April 14, 2021

FROM: Kristin Armbruster, Human Resources Manager

APPROVED BY: Ann Ritzma
Ann E. Ritzma, CAO

SUBJECT: Resolution to Adopt the Salary Schedule for the Central County Fire Department

Recommendation:

Adopt the Resolution adopting the salary schedule for the Central County Fire Department.

Background:

This resolution memorializes the following changes to the salary schedule, effective in July 2021:

- Contractual increases in the Firefighter and Chief Officer Memorandums of Understanding (MOU) of 3.0% for all positions covered by the MOU.
- Cost of living increases of 1.5% for the following positions:
 - Office Assistant
 - Management Assistant
 - Senior Accounting Technician
 - Fire Prevention Specialist
 - Administrative Assistant
 - Accounting Technician
 - Community Risk and Resiliency Specialist
 - Emergency Vehicle Technician I, II, III
- An increase to the Temporary Clerical classification range to meet minimum wage requirements at the low end and provide enough of a range to cover a variety of temporary assignments.

The California Public Employees Retirement System requires the governing body to adopt the pay schedule at a public meeting.

Fiscal Impact:

Sufficient funds are included in the proposed FY 2021-22 budget to accommodate these salary increases.

Attachments:

1. Resolution Adopting the Salary Schedule for Central County Fire Department
2. Central County Fire Department Salary Schedule, effective July 2021

RESOLUTION 21-04

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE
DEPARTMENT ADOPTING THE SALARY SCHEDULE FOR CENTRAL COUNTY FIRE
DEPARTMENT**

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 has established compensation rates for all positions in Central County Fire Department; and

WHEREAS, California Public Employees Retirement System requires a pay schedule to be adopted by the governing body of the agency at a public meeting; and

WHEREAS, Central County Fire Department desires to meet the requirements of the Public Employees Retirement System

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Central County Fire Department adopts the Salary Schedule with changes effective July 5, 2021:

Approved at a regular meeting of the Board of Directors at held by teleconference this 14th day of April, 2021.

SIGNED: _____
Ricardo Ortiz, Chair

ATTEST: _____
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 21-04 adopted by the Board of Directors of Central County Fire Department, at its regular meeting held by teleconference on the 14th day of April 2021 by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____

Central County Fire Department
Salary Schedule - Adopted April 14, 2021

Clerical Unit			A	B	C	D	E
Effective Date							
Office Assistant I	Bi-weekly		2,104	2,209	2,319	2,435	2,557
7/5/2021	Monthly		4,559	4,786	5,025	5,276	5,541
	Annually		54,704	57,434	60,294	63,310	66,489
Office Assistant II	Bi-weekly		2,314	2,430	2,551	2,679	2,813
7/5/2021	Monthly		5,014	5,265	5,527	5,805	6,095
	Annually		60,164	63,180	66,326	69,654	73,138
Administrative Assistant	Bi-weekly		2,603	2,733	2,870	3,013	3,164
7/5/2021	Monthly		5,640	5,922	6,218	6,528	6,855
	Annually		67,678	71,058	74,620	78,338	82,264
Management Assistant	Bi-weekly		3,124	3,280	3,444	3,616	3,797
7/5/2021	Monthly		6,769	7,107	7,462	7,835	8,227
	Annually		81,224	85,280	89,544	94,016	98,722
Accounting Technician	Bi-weekly		2,930	3,077	3,231	3,393	3,563
7/5/2021	Monthly		6,348	6,667	7,001	7,352	7,720
	Annually		76,180	80,002	84,006	88,218	92,638
Senior Accounting Technician	Bi-weekly		3,224	3,385	3,554	3,732	3,919
7/5/2021	Monthly		6,985	7,334	7,700	8,086	8,491
	Annually		83,824	88,010	92,404	97,032	101,894
Community Risk and Resiliency Specialist	Bi-weekly		3,700	3,885	4,079	4,283	4,497
7/5/2021	Monthly		8,016	8,417	8,838	9,280	9,744
	Annually		96,192	101,002	106,052	111,354	116,922
Fire Prevention Specialist	Bi-weekly		3,560	3,738	3,925	4,121	4,327
7/5/2021	Monthly		7,713	8,099	8,504	8,929	9,375
	Annually		92,556	97,183	102,042	107,145	112,502
Temp - clerical	Hourly		15.00				35.00
7/5/2021							
Temp - Technician	Hourly		29.00				38.00
7/5/2021							

Management Employees
Effective Date

Effective Date			A	B	C	D	E
Deputy Fire Chief	Bi-weekly		7,443	7,815	8,206	8,616	9,047
7/5/2021	Monthly		16,127	16,933	17,780	18,668	19,602
	Annually		193,518	203,190	213,356	224,016	235,222
Fire Chief	Bi-weekly		8,397	8,817	9,258	9,721	10,207
7/5/2021	Monthly		18,194	19,104	20,059	21,062	22,115
	Annually		218,330	229,247	240,709	252,745	265,382
Administrative Services	Bi-weekly		4,708	4,943	5,190	5,450	5,722
Manager	Monthly		10,201	10,710	11,245	11,808	12,398
7/5/2021	Annually		122,408	128,518	134,940	141,700	148,772

Central County Fire Department
Salary Schedule - Adopted April 14, 2021

Shop Services

Effective Date

			A	B	C	D	E
Emergency Vehicle Technician I	Bi-weekly		3,082	3,236	3,398	3,568	3,746
7/5/2021	Monthly		6,678	7,011	7,362	7,731	8,117
	Annually		80,132	84,136	88,348	92,768	97,408
Emergency Vehicle Technician II	Bi-weekly		3,390	3,559	3,737	3,924	4,120
7/5/2021	Monthly		7,345	7,711	8,097	8,502	8,927
	Annually		88,140	92,534	97,162	102,024	107,120
Emergency Vehicle Technician III	Bi-weekly		4,068	4,271	4,485	4,709	4,944
7/5/2021	Monthly		8,814	9,254	9,718	10,203	10,712
	Annually		105,768	111,046	116,610	122,434	128,544

Fire Units

Effective Date

For those hired prior to May 1, 2012

			A	B	C	D	E
Fire Fighter 56 hour	Bi-weekly		4,016.07	4,216.87	4,427.71	4,649.10	4,881.55
7/5/2021	Monthly		8,701.49	9,136.55	9,593.37	10,073.05	10,576.69
	Annually		104,417.82	109,638.62	115,120.46	120,876.60	126,920.30
Fire Fighter 40 hour	Bi-weekly		4,397.59	4,617.47	4,848.34	5,090.76	5,345.30
7/5/2021	Monthly		9,528.11	10,004.52	10,504.74	11,029.98	11,581.48
	Annually		114,337.34	120,054.22	126,056.84	132,359.76	138,977.80

For those hired after May 1, 2012

		Trainee	Probationary	A	B	C	D	E
Fire Fighter 56 hour	Bi-weekly	3,477.11	3,650.97	4,016.07	4,216.87	4,427.71	4,649.10	4,881.55
7/5/2021	Monthly	7,533.74	7,910.44	8,701.49	9,136.55	9,593.37	10,073.05	10,576.69
	Annually	90,404.86	94,925.22	104,417.82	109,638.62	115,120.46	120,876.60	126,920.30
Fire Fighter 40 hour	Bi-weekly	3,807.44	3,997.81	4,397.59	4,617.47	4,848.34	5,090.76	5,345.30
7/5/2021	Monthly	8,249.45	8,661.92	9,528.11	10,004.52	10,504.74	11,029.98	11,581.48
	Annually	98,993.44	103,943.06	114,337.34	120,054.22	126,056.84	132,359.76	138,977.80
		total of 18 months		18 months	12 months	12 months	12 months	12 months

			A	B	C	D	E
Fire Captain 56 hour	Bi-weekly		4,824.13	5,065.34	5,318.61	5,584.54	5,863.77
7/5/2021	Monthly		10,452.28	10,974.90	11,523.66	12,099.84	12,704.84
	Annually		125,427.38	131,698.84	138,283.86	145,198.04	152,458.02
Fire Captain 40 hour	Bi-weekly		5,234.19	5,495.90	5,770.70	6,059.23	6,362.19
7/5/2021	Monthly		11,340.75	11,907.78	12,503.18	13,128.33	13,784.75
	Annually		136,088.94	142,893.40	150,038.20	157,539.98	165,416.94
Battalion Chief 56 hour	Bi-weekly		6,594.57	6,924.30	7,270.51	7,634.04	8,015.74
7/5/2021	Monthly		14,288.24	15,002.65	15,752.77	16,540.42	17,367.44
	Annually		171,458.82	180,031.80	189,033.26	198,485.04	208,409.24
Battalion Chief 40 hour	Bi-weekly		7,154.68	7,512.41	7,888.03	8,282.43	8,696.55
7/5/2021	Monthly		15,501.81	16,276.89	17,090.73	17,945.27	18,842.53
	Annually		186,021.68	195,322.66	205,088.78	215,343.18	226,110.30
Fire Marshal 40 hour	Bi-weekly		7,154.68	7,512.41	7,888.03	8,282.43	8,696.55
7/5/2021	Monthly		15,501.81	16,276.89	17,090.73	17,945.27	18,842.53
	Annually		186,021.68	195,322.66	205,088.78	215,343.18	226,110.30
Deputy Fire Marshal	Bi-weekly		5,306.55	5,571.88	5,850.48	6,143.00	6,450.15

Central County Fire Department
Salary Schedule - Adopted April 14, 2021

7/5/2021	Monthly		11,497.53	12,072.41	12,676.03	13,309.83	13,975.33
	Annually		137,970.41	144,868.93	152,112.38	159,718.00	167,703.90
Fire Inspector	Bi-weekly		4,824.14	5,065.34	5,318.61	5,584.54	5,863.77
7/5/2021	Monthly		10,452.30	10,974.91	11,523.66	12,099.84	12,704.84
	Annually		125,427.59	131,698.97	138,283.92	145,198.11	152,458.02
Fire Inspector no EMT	Bi-weekly		4,655.29	4,888.06	5,132.46	5,389.09	5,658.54
	Monthly		10,086.47	10,590.80	11,120.34	11,676.35	12,260.17
7/5/2021	Annually		121,037.67	127,089.55	133,444.03	140,116.23	147,122.04



AGENDA ITEM: 10b

STAFF REPORT

MTG. DATE: April 14, 2021

TO: Board of Directors

DATE: April 14, 2021

FROM: Bruce Barron, Fire Chief

APPROVED BY: Ann Ritzma
Ann E. Ritzma, CAO

SUBJECT: Resolution Authorizing Execution of an Agreement Between the Central County Fire Department and the City of South San Francisco for Provision of Maintenance and Repair Services for Fire Apparatus and Fleet Vehicles

Recommendation:

Staff recommends that the Board adopt the attached resolution authorizing execution of an agreement between the Central County Fire Department and the City of South San Francisco pursuant to which Central County would provide maintenance and repair services for fire apparatus and fleet vehicles for the City of South San Francisco.

Background and Discussion:

If approved, the contract (Attachment 2) would commence upon execution and continue until terminated by either party. (Section A, Term of Agreement, Paragraph 1, Agreement Term) Thirty days' notice would be required to terminate the agreement. (Section A, Term of Agreement, Paragraph 3, Termination) Central County Fire Department currently has the capacity to service additional vehicles.

The scope of services to be provided per the contract is outlined in Exhibit A to each agreement. (Section B, Scope of Services, Paragraph 1, Scope of Services) Services under the contract are to be provided on a "time and materials" basis. (Section C, Agreement Price, Paragraph 1, Time and Materials)

Parts and supplies are billed at cost, and the initial labor rate is \$125 per hour. Thirty days' written notice is required if adjustments to the labor rate occur during the term of the contract. (Section C, Agreement Price, Paragraphs 1(a), Parts and Supplies, and (b), Labor Rate)

Invoices are to be submitted monthly, and payments are to be made within 35 days of submission. (Section C, Agreement Price, Paragraph 2(a), Submittal of Invoices, and (b), Time of Payment)

Personnel performing the work per the agreement remain as employees of Central County, which is responsible for payment of all insurance for the employee. (Section D, Insurance and

Indemnification, Paragraph 1, Insurance)

The Department is required to indemnify and defend each agency for claims arising from “sole negligence or willful misconduct” of personnel providing services pursuant to the agreement. (Section D, Insurance and Indemnification, Paragraph 2, Indemnification)

Attachments:

1. Resolution Authorizing Execution of Agreement Between the Central County Fire Department and the City of South San Francisco for Provision of Maintenance and Repair Services for Fire Apparatus and Fleet Vehicles.
2. Agreement between the Central County Fire Department and the City of South San Francisco for Provision of Maintenance and Repair Services for Fire Apparatus and Fleet Vehicles.

RESOLUTION NO. 21-05

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT
AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CENTRAL COUNTY FIRE DEPARTMENT
AND THE CITY OF SOUTH SAN FRANCISCO FOR PROVISION OF MAINTENANCE AND REPAIR SERVICES
FOR FIRE APPARATUS AND FLEET VEHICLES**

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

WHEREAS, the City of South San Francisco has a need for maintenance and repair of their fire apparatus and fleet vehicles and Central County Fire Department currently has the capacity to provide the service ; and

WHEREAS, Central County Fire Department has expressed an interest in providing these services to the City of South San Francisco pursuant to the terms and conditions enumerated in the contract attached hereto; and

WHEREAS, the terms and conditions in the contract are acceptable to the City of South San Francisco.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Central County Fire Department authorizes execution of the Agreement Between the Central County Fire Department and the City of South San Francisco for Provision of Maintenance and Repair Services for Fire Apparatus and Fleet Vehicles.

Approved at a regular meeting of the Board of Directors held by teleconference this 14th day of April, 2021.

Signed: _____
Ricardo Ortiz, Chair

Attest: _____
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 21-05 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held by teleconference on the 14th day of April, 2021, by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____

AGREEMENT BETWEEN THE CENTRAL COUNTY FIRE DEPARTMENT AND THE
CITY OF SOUTH SAN FRANCISCO FOR PROVISION OF MAINTENANCE AND
REPAIR SERVICES FOR FIRE APPARATUS AND FLEET VEHICLES

This Agreement is entered into by and between the Central County Fire Department [hereinafter Department] and the City of South San Francisco [hereinafter City]. Department and City shall be referred to collectively hereinafter as the Parties.

This Agreement is intended to allow City to have its vehicles serviced by Department and to establish the expectations and obligations of each Party with regard to such service.

Nothing in this Agreement is intended to modify or interfere with any agreement that each Party may have with its own employees or contractors or agents.

A. TERM OF AGREEMENT

1. AGREEMENT TERM. The term of this Agreement will commence on the date last signed below and continue unless terminated as provided in Section 3.

2. OTHER SERVICES. City reserves the right to have its vehicles serviced by other persons as it may deem convenient. However, any warranties, guarantees, or indemnities provided by Department under this Agreement may become null and void when a vehicle subject to such warranty, guarantee, or indemnity under this Agreement is serviced by an entity other than Department. See Section C(1) below.

3. TERMINATION. Either Party may terminate this Agreement by giving thirty (30) days' written notice to the other. Upon receipt of such notice, Department shall, unless the notice directs otherwise, discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, Department shall submit a statement to City showing in detail the services performed under this Agreement to date of termination that have not previously been paid for by City, and City shall pay the charges shown subject to the provisions of Paragraph 2(b) of Section C below.

B. SCOPE OF SERVICES

1. SCOPE OF SERVICES. Department shall provide all superintendence, labor, apparatus, parts, tools, and materials necessary to provide preventive maintenance, repair, and service as generally listed in Exhibit A hereto.

2. ASSIGNMENT; SUBCONTRACTING. City agrees and understands that there are certain vehicles and certain repair and service work that Department may find that it is either not qualified or capable of performing. When Department finds such a situation exists as to a particular vehicle that City has delivered to Department for service, Department shall notify City in writing of the situation and reasons therefor. Department

may suggest and with City's concurrence, may subcontract work to qualified subcontractors for repair or maintenance. Department shall inform City of the warranties and guarantees offered by those subcontractors, which may differ from the warranties and guarantees offered by Department.

3. INDEPENDENT CONTRACTOR. In performing the obligations under this Agreement, Department shall act as an independent contractor solely for its own account and not as an agent, representative, or employee of City. No employee, agent, or representative of Department shall be considered an employee of City nor be eligible for any benefits, rights, or privileges available to City employees.

4. PERSONNEL.

a. EMPLOYEES. The selection, assignment, reassignment, transfer, supervision, management, and control of Department employees in performance of this Agreement shall be the sole responsibility of Department.

b. QUALIFICATIONS.

(i) Department shall ensure that Department employees possess a valid driver's license for the type of vehicle to be operated as required by California law.

(ii) Department is responsible for maintaining qualified mechanics for performing the services offered.

5. CITY'S OBSERVATION. City personnel may from time to time observe Department's operations under this Agreement. However, these personnel may not interfere with Department's performance.

6. LOCATION OF MAINTENANCE AND REPAIR SERVICE. Department shall perform maintenance and repair service on all vehicles and pieces of equipment covered by this Agreement in its facilities in Department. It is not expected that Department will provide any services under this Agreement outside its jurisdictional limits.

7. VEHICLE/PIECE OF EQUIPMENT PREVENTIVE MAINTENANCE. On request, Department shall maintain vehicles and pieces of equipment to meet standards established by the original equipment manufacturer and as further amended by agreement between the parties.

8. REPAIR AND WARRANTY WORK. Department shall provide repair and warranty work on an as-requested basis. Warranty work shall be provided when repairs fall into categories covered by equipment or parts warranties or in response to manufacturers' directives for corrective action.

All work shall be done in conformance with manufacturers' manuals. At all times,

Department shall ensure that shop procedures and controls provide thorough documentation, accountability, and responsiveness.

Once the cause of a breakdown or deficiency is identified, the Department Shop Services Mechanic shall scope the cost of repairs and estimate the time required to effect the repair and notify City for authorization to proceed. Before seeking any necessary City approval to proceed with repairs, Department shall check for parts availability and inform City if there are any parts availability problems that may affect the repairs.

If parts are unavailable, City may authorize Department to order the necessary parts. Following City authorization, Department shall then schedule the initiation of repair immediately if parts are available, or as soon as ordered parts are received. Repairs shall be completed as soon as possible.

Upon completion of repairs, Department shall check and operationally test the vehicle or piece of equipment to ensure its condition and operation are satisfactory before it is released for normal use.

9. AVAILABILITY. Because this Agreement is non-exclusive, prior scheduling of maintenance and repair is generally required. Maintenance and repair services are only available from 0800 to 1700 during the day, Monday through Friday, five days a week. City understands and agrees that Department may not be able to provide service or repair on the timely basis that City requires in some instances, because of personnel shortages, equipment unavailability, or prior commitments. When these occasions arise, City may request Department to provide a written statement of the estimated time when the service or repair will be available. However, when these occasions arise, City shall not be entitled to any damages or other claims against Department, nor shall these occasions be considered defaults by Department under this Agreement.

10. ADMINISTRATION.

a. MEETINGS. The Department Shop Services Mechanic and the designated representative of City shall meet on an as-needed basis to discuss concerns about particular work or vehicles.

b. MAINTENANCE MANUALS AND SHOP MANUALS. Department has many of the necessary maintenance manuals and relevant documents for performing the work under the Agreement. However, City shall cooperate with Department in providing any manuals or documents it may have upon request of Department.

c. DAMAGE TO VEHICLES BEING SERVICED. Department shall promptly report to City any instance of damage to City vehicles or pieces of equipment while being serviced or operated by Department personnel.

d. INFORMATION MANAGEMENT. It shall be the responsibility of City to document any maintenance or service history regarding a particular vehicle. Department

shall maintain records of its servicing and repair of vehicles and shall cooperate with City in providing those records in a form that is usable by City in its own recordkeeping systems. Because this is a non-exclusive agreement, Department shall not be responsible for providing a maintenance history or evaluation of particular vehicles except insofar as Department maintains records of the work actually performed by Department on any particular vehicle.

11. INDEPENDENT REVIEW.

a. Review of malfunction. If a malfunction in a vehicle or piece of equipment indicates to City that Department may not have adequately performed a repair or service under this Agreement, designated representatives of Department and City shall meet to discuss the matter.

b. Mutually-agreed upon consultant. Should City or Department determine that an independent consultant is appropriate to determine the cause of the malfunction, City or Department may obtain the services of a mutually agreed-upon consultant to determine whether Department was responsible for the occurrence of or the failure to prevent the malfunction. Payment for such a consultant shall be as follows:

(i) If the consultant determines that Department was responsible for the occurrence of or the failure to prevent the malfunction, Department shall pay the consultant's costs;

(ii) If the consultant determines that Department was not responsible for the occurrence of or the failure to prevent the malfunction, City shall pay the consultant's costs; and

(iii) If the consultant cannot determine responsibility or determines that both Department and City or one of City's other vendors or contractors were responsible for the occurrence of or the failure to prevent the malfunction, Department and City shall each pay one-half of the consultant's costs.

C. AGREEMENT PRICE

1. TIME AND MATERIALS. City agrees and understands that services under this Agreement will be provided on a time and materials basis. Upon request of City, Department will provide an estimate of the time and materials costs involved in a particular service or repair before beginning work, and City agrees that the cost of the service or repair may deviate up to ten percent (10%) above the cost estimate before additional authorization is required to complete the service.

Department guarantees the quality and quantity of its work under this Agreement. Department warrants and guarantees all maintenance and repairs that it performs on vehicles and pieces of equipment. However, because this Agreement is nonexclusive, Department's guarantees and warranties cannot and do not apply if the vehicle or piece

of equipment subsequently receives service from another vendor and it cannot be conclusively demonstrated that Department's service caused the defect, problem, or difficulty.

a. PARTS AND SUPPLIES. All parts and supplies shall be billed at cost.

b. LABOR RATE. For services provided pursuant to this Agreement, the Department shall charge the hourly rate authorized by its duly adopted Fee Schedule. The initial hourly rate, pursuant to the Fee Schedule, shall be One Hundred Twenty Five Dollars (\$125.00) per hour. If this rate is adjusted, City shall be given written notice of the adjustment and the newly approved hourly rate shall become effective thirty (30) days after said written notice.

2. PAYMENT. Charges accruing during a given calendar month shall be paid to Department at 1399 Rollins Road, Burlingame, California 94010.

a. SUBMITTAL OF INVOICES. Department shall submit invoices on a monthly basis in arrears for actual services provided and costs incurred. Invoices shall include an itemization of parts, labor, and outside services. Invoices shall be provided within ten (10) days following the month of service to City at the following address: South San Francisco Fire Department, Attn: Fire Chief, 480 North Canal Street, South San Francisco, CA 94080.

b. TIME OF PAYMENT. City shall pay invoices within thirty-five (35) days of submission. However, City may determine that it will pay only a portion of an invoice because of a dispute over a specified item or charge. Should City determine that it will not pay the entire invoice submitted, City shall specify in writing to Department the disputed items and the reason for the dispute no later than the thirty-fifth (35th) day after submission of the invoice. City shall pay the balance of the invoice that is not in dispute. However, payment of an invoice does not waive the right of City to later determine that an item or charge was not proper or justified and to pursue its remedies regarding such an item or charge. In the event that amounts not in dispute are not paid within thirty-five (35) days of the invoice date, interest shall be paid on these amounts at the rate of one and one-half percent (1-1/2%) per month, or such lesser rate as may be the maximum interest rate permitted by law, on the unpaid balance computed from the thirty-sixth (36th) day until the date paid.

3. AUDIT. City or its authorized agent shall have the right to examine all records and data of Department concerning Department's performance and cost accounting under this Agreement.

D. INSURANCE AND INDEMNIFICATION

1. INSURANCE.

a. BY DEPARTMENT. City understands and agrees that Department is self-insured for almost all liability, workers' compensation, and property damage losses, including any that may be suffered because of, or related to, the services to be performed under this Agreement. Specifically, City agrees that Department shall not be required to, nor does Department intend to, procure or purchase any property insurance to provide indemnity coverage on City vehicles to be serviced and repaired under this Agreement.

b. BY CITY. Department understands and agrees that City has its own insurance program for liability, workers' compensation, and property damage losses.

2. INDEMNIFICATION. The following express indemnification agreements shall apply to this Agreement:

a. Department shall indemnify and hold harmless City, its boards, commissions, officers, employees, and agents, both elected and appointed, from and against all claims of liability to third parties (including Department, and Department's subcontractors, employees, associates and other persons assisting Department on a paid or voluntary basis) for injury to or death of persons, or loss of or damage to property proximately caused by the sole negligence or willful misconduct arising out of the performance of maintenance or repair services per this Agreement.

However, this provision shall not apply to liability arising solely from the negligent actions or willful misconduct of City, its officers, agents, or employees, when delivering vehicles to Department, retrieving vehicles from Department, and subsequently operating the vehicles.

3. DEFENSE OF SUITS. Department shall defend all suits brought upon such claims for which Department is obligated to indemnify City as stated in paragraph 2 above and pay all costs and expenses incidental thereto. City shall have the right, at its own expense, to participate in the defense of any suit, without relieving Department of any obligation hereunder.

4. NOTICE OF CLAIMS AND LITIGATION. City shall give Department prompt notice in writing of the institution of any suit or proceeding by filing a claim in the form required by Department and permit Department to defend same, and shall give all needed information to which City has access or possession to do so. Department shall similarly give City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Agreement. Department shall promptly furnish City with copies of all pertinent papers received by Department regarding such a claim or lawsuit.

E. GENERAL PROVISIONS

1. APPLICABLE LAWS. The venue for any disputes pursuant to this Agreement shall be San Mateo County, California. Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5,000, 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 \$5,000 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 \$5,000 for attorney fees arising out of an action, or actions, to enforce the provisions of this Agreement.

2. NOTICES. All notices required or permitted hereunder shall be in writing (unless another medium is expressly authorized herein) and will be deemed delivered upon the earlier of the following: (1) the day when actually received or (2) the third (3rd) business day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) and addressed to the respective other Party as follows:

To City: Fire Chief
South San Francisco Fire Department
480 North Canal Street
South San Francisco, CA 94080

To Department: Fire Chief
Central County Fire Department
1399 Rollins Road
Burlingame, CA 94010

3. MERGER; ENTIRE AGREEMENT; AUTHORITY. This Agreement contains the entire and integrated agreement between City and Department and supersedes all prior negotiations, representations and agreements, whether written or oral, unless otherwise expressly provided in this Agreement.

4. SURVIVAL. Notwithstanding City's acceptance of services and payment of any charges or purchase price therefor, and notwithstanding the expiration of the Agreement Term, Department shall remain obligated to City under all provisions of this Agreement which expressly or by their nature extend beyond and survive such acceptance and payment.

5. FORCE MAJEURE. Timely performance by both parties is essential to this Agreement. However, neither City nor Department shall be liable for delays in performing its obligations to the extent it is impossible to perform its obligations due to an act of God, including but not limited to, flood, earthquake or other catastrophic event, war, insurrection, or riot, provided that no time extension because of Force Majeure shall ever be allowed unless: (a) promptly upon the occurrence of a Force Majeure, the Party whose

performance is delayed thereby shall provide the other Party with written notice of the cause and extent thereof as well as request for a time extension equal to the estimated duration thereof; and (b) within seven (7) calendar days of the cessation of the Force Majeure, the Party whose performance was delayed shall provide the other Party with written notice of the actual delay incurred, upon receipt of which the time of the delayed performance shall be extended for the time actually lost by reason of the Force Majeure,

6. NON-WAIVER. Failure of either Party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure of either Party to notify the other properly in the event of default shall not release the other Party from any of the obligations of this Agreement, and shall not be deemed a waiver of any right of the parties to insist upon strict performance hereof or any of its rights or remedies as to prior or subsequent default hereunder.

7. REMEDIES CUMULATIVE. The rights and remedies contained in this Agreement shall not be exclusive but shall be cumulative of all rights and remedies now or hereafter existing whether by statute, at law, or in equity; provided, however, neither Party may terminate its duties under this Agreement except in accordance with the provisions hereof.

8. AMENDMENTS OR MODIFICATIONS. No amendments or modifications of any kind to this Agreement shall have any effect or be binding on either Party unless the modification or amendment is in writing signed by both parties.

This Agreement is entered into on the date first written above.

CITY OF SOUTH SAN FRANCISCO

DEPARTMENT

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

EXHIBIT A

OUTLINE OF MAINTENANCE AND REPAIR

General repairs offered:

- ☐ Brake work
- ☐ Drive lines
- ☐ Pump packing
- ☐ Valving
- ☐ Electrical lighting and wiring
- ☐ Batteries
- ☐ Starters and alternators
- ☐ Gauges

Repair work not offered:

- ☐ Engine replacement, overhaul or rebuilding
- ☐ Transmission replacement, overhaul, or rebuilding
- ☐ Pump replacement, overhaul, or rebuilding

Preventative maintenance offered:

- ☐ Safety inspections pursuant to an agreed-upon checklist (vehicle and equipment)
- ☐ Oil and oil filter changes and lubrication of chasses
- ☐ Transmission oil changes
- ☐ Filter changes and replacements (transmission, hydraulic, coolant, fuel, air)
- ☐ Cartridge changes and replacements