



BOARD OF DIRECTORS SPECIAL MEETING AGENDA

Wednesday June 10, 2020
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.

Members of the public may provide written comments by email 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, June 10, 2020. CCFD will make every effort to read emails received after that time but cannot guarantee such emails will be read into the record. Any emails received after the 3 p.m. deadline which are not read into the record will be provided to the Board of Directors after the meeting.

<https://us02web.zoom.us/j/83134009682?pwd=U094SEUxWVVvekswUk5jb1JtbkE2Zz09>

Meeting ID: 831 3400 9682

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

- a. Regular meeting minutes of April 22, 2020

5. REPORT OUT FROM CLOSED SESSION OF APRIL 22, 2020**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, June 10, 2020.

7. CONSENT CALENDAR

- a. Resolution to Adopt the Amended Fiscal Year 2020-2021 Budget for the Central County Fire Department
- b. Resolution Authorizing Salary Increases and Benefit Changes for Management Unit Employees
- c. Resolution Authorizing Salary Increases and Benefit Changes for the Clerical, Community Risk & Resiliency Specialist, and Emergency Vehicle Technician Unit Employees

8. STAFF REPORTS

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

9. 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 College of San Mateo for Provision of Maintenance and Repair Services for Fire Apparatus and Fleet Vehicles

10. BOARD OF DIRECTORS' COMMENTS**11. ADJOURN TO CLOSED SESSION (*via teleconference*)**



12. CLOSED SESSION

- a. Conference with Legal Counsel – Existing Litigation (Gov't Code Sec 54956.9(d)(1)): Name of Case: Eric Fuge vs. Central County Fire Department; WCAB No. ADJ11612727

- b. Conference with Legal Counsel – Existing Litigation (Gov't Code Sec 54956.9(d)(1)): Name of Case: Kevin Mernick vs. Central County Fire Department; WCAB No. ADJ12417877

13. ADJOURN CLOSED SESSION

14. REPORT FROM CLOSED SESSION

15. ADJOURNMENT



AGENDA ITEM: 7a

STAFF REPORT

MTG. DATE: June 10, 2020

TO: Board of Directors
DATE: June 10, 2020
FROM: Jan Cooke, Finance Director
 Bruce Barron, Fire Chief

APPROVED BY: _____
 Lisa K. Goldman, CAO

SUBJECT: Resolution to Adopt the Fiscal Year 20/21 Budget for the Central County Fire Department and Rescind Resolution No. 20-06

Recommendation:

Approve the Resolution to Adopt the Fiscal Year 20/21 Budget for the Central County Fire Department (CCFD) and rescind resolution No. 20-06

Background:

The CCFD Board conducted a Proposed Fiscal Year 20/21 Budget study session at its regular meeting on April 22, 2020. During the study session, staff presented a preliminary list of cost savings options that could be deployed to lower the contribution costs of the cities for FY 20/21. This was done to be responsive to the potential economic and financial impacts the cities have incurred due to the COVID-19 public health emergency. The Board reviewed these items and adopted Resolution No. 20-06 for the original proposed budget including the preliminary cost savings provisions. The Board instructed staff to bring back the final budget for adoption at its next meeting.

The revised Proposed FY 20/21 Budget, including the final cost savings provisions, is described below.

Summary

The table below outlines the overall changes in the FY 20/21 General Fund Budget. Expenditures are increasing \$0.9 million (3.2%) and operating revenue is decreasing \$0.1 million (-4.2%). This overall net change of \$1 million is funded by \$0.2 million in reserves and the remaining \$0.8 million from City contributions (3.0%).

FY 20/21 BUDGET SUMMARY				
General Fund	19/20 Projection	20/21 Budget	\$ Change	% Change
Funding Sources:				
Operating Revenue	1,759,771	1,686,037	(73,734)	-4.2%
Contributions	26,624,547	27,425,166	800,619	3.0%
Use of Reserves	-	180,000	180,000	100.0%
Total Sources of Funds	28,384,318	29,291,203	906,885	3.2%

Uses of Funds:				
Operating Expenditures	27,234,318	\$ 28,341,203	\$ 1,106,885	3.2%
Capital Funding	1,150,000	950,000	(200,000)	-17.4%
Total Uses of Funds	\$ 28,384,318	\$ 29,201,203	\$ 906,885	3.2%

The FY 20/21 General Fund expenditure budget is increasing \$0.9 million, or 3.2% as compared to the FY 19/20 projection. The dollar increase and percentage of the total increase are primarily attributable to contractual increases associated with salaries and benefits (\$0.8 million, or 2.9%), increases in CalPERS pension contributions (\$0.7 million, or 2.5%) and workers' compensation costs (\$0.1 million, or .5%), and an increase in materials and services (\$0.1 million, or .1%). These increases are offset by lower overtime (-\$0.4 million, or -1.4%), Other Post-Employment Benefits costs (-\$0.2 million, or -.7%), and capital funding (-\$0.2 million, or -.7%).

The FY 20/21 General fund operating revenue is decreasing \$74k as compared to the FY 19/20 projection, primarily as a result of a reduction in reimbursements (-\$258k, or -14.6%) partially offset by Wildland Urban Interface charges (\$140k, or 8.1%), an increase in plan review fees (\$40k, or 2.3%), and \$4k net for all other revenues.

Detailed analysis

Operating Revenues:

General Fund operating revenues are projected to decrease \$74k (-4.2%) as compared to the FY 19/20 projection.

- Fire plan review, construction, and inspections revenues are expected to increase due to expected larger development projects in Burlingame and Millbrae. (+\$40k, 18% change)
- Joint training revenue is a formula based on the number of engine companies and training personnel. (+\$0k, 0% change)
- The mechanic shop revenues are expected to remain flat, with the shop only servicing apparatus for the City of San Bruno. (+\$0k, 0% change)
- ALS JPA revenues are projected to increase primarily due to a CPI increase. (+\$4k, 2% increase)
- Wildland Urban Interface charges are new in FY 20/21 for services provided to support residents with effective vegetation management in designated areas. (+\$140k, 100% increase)
- Reimbursements and other revenues are projected to decrease primarily as a result of one-time revenues received in FY 19/20 for strike team reimbursements. (-\$258k, 33% decrease)

Contributions

- The increase in FY 20/21 contributions is \$0.8 million (3.0%) for all cities (Burlingame +\$347k, Hillsborough +\$231k, and Millbrae +\$222k. The increase is primarily attributable to an increase in contractual obligations for salaries and CalPERS' costs.

Operating Expenditures:

Salaries and Benefits

The overall increase in salaries and benefits is \$1.0 million (4.2%) as compared to revised projection. This is primarily attributable to contractual MOU and pension costs and workers' compensation costs.

- Salaries expenditures increase with contractual MOU increases. There are no new approved positions for FY 20/21. (+\$835k, 7% increase).

- Retirement expenditures increase due to the change in the CalPERS discount rate to 7% for FY 20/21. Annual contributions as a percentage of payroll are increasing 3.1% for the Safety PEPRA Plan ((17.5% in FY 20/21 versus 14.4% in FY 19/20) and 5.4% for the Safety Classic Plan (53.1% in FY 20/21 versus 47.7% in FY 19/20). (+706k, 15% increase)
- The workers' compensation contribution increases to \$1.9 million in FY 20/21 budget primarily due to projected claims from the updated actuarial valuation. (+\$139k, 8% increase)
- Overtime costs decrease from FY 19/20 as it is anticipated that vacancies will be filled by new firefighter recruits. (-\$395k, 18% decrease)
- Other Post-Employment Benefit (OPEB) funding for FY 20/21 is estimated at \$1.3m based on the new actuarial valuation. (-\$185k, 12% decrease)
- Leave payouts include payouts for vacation and sick leave programs and for retirements.

Materials and Services Expenditures

- Materials and Services expenditures are budgeted to increase \$46k (2%) primarily for required training for new firefighters and captains, purchases of emergency supplies for all fire stations and the emergency operations center, and implementation of the employee wellness program.

Asset Replacements/Reserves

- The FY 20/21 budget includes the purchase of a ladder engine (\$1.3 million); radios, computers, and Wi-Fi devices (\$91k); and PPE safety sets and mobile technology (\$122k). These replacements, totaling \$1.5 million, are encumbered in the Vehicle Replacement Fund. A service charge of \$950k is budgeted in the FY 20/21 General Fund for these purchases along with the use of reserves in the Asset Replacement Fund.

Fiscal Impact:

The proposed budget for FY 20/21 reflects a \$27.4 million contribution requirement from Burlingame, Hillsborough, and Millbrae. This is a \$0.8 million (3.0%) increase over the mid-year FY 19/20 projection.

Attachments:

1. Proposed FY 20/21 Budget for Central County Fire Department
2. Resolution to Adopt the Fiscal Year 20/21 Budget for Central County Fire Department and Rescind Resolution No. 20-06

RESOLUTION NO. 20-12

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL CNTY FIRE DEPARTMENT
ADOPTING THE BUDGET FOR FISCAL YEAR 2020-2021**

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 2020-2021 has been prepared and reviewed by staff; and

WHEREAS, at the April 22, 2020 Board meeting, the Board approved the proposed budget with amendments; and

WHEREAS, said amendments include reductions in materials and services, contributions to the workers' compensation fund, and capital expenditures; and

WHEREAS, this resolution will rescind Resolution 20-06; and

WHEREAS, the amended 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 2020-2021.

	Fiscal Year 2020-2021
General Fund	\$29,291,203
Joint Training Program Fund	161,000
Capital Project Fund	--
Sub-total	\$29,452,203
Internal Service Fund -Insurance	1,939,000
Internal Service Fund-Vehicles/Equipment	1,513,358
GRAND TOTAL	\$32,904,561

Approved at a special meeting of the Board of Directors, held by teleconference, this 10th day of June, 2020.

Signed: _____
 Jess E. Benton, Chair

Attest: _____
 Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 20-12 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its special meeting held on the 10th day of June, 2020, by the following vote of the members thereof:

AYES: Board Members: _____

NOES: Board Members: _____

ABSENT: Board Members: _____

ABSTAIN: Board Members: _____



AGENDA ITEM: 7b

STAFF REPORT

MTG. DATE: June 10, 2020

TO: Board of Directors

DATE: June 10, 2020

FROM: Kristin Armbruster, Human Resources Manager

APPROVED BY: 
Lisa K. Goldman, CAO

SUBJECT: Resolution Authorizing Salary Increases and Changes to Benefits for the Management Unit Employees

Recommendation:

Staff recommends the Board of Directors adopt the resolution authorizing salary increases and changes to benefits for the Management unit employees.

Background:

The Management unit includes the Fire Chief, the Deputy Fire Chief, and the Administrative Services Manager. After reviewing salaries of similar positions at local agencies and evaluating current and average Consumer Price Index trends, staff feels an increase of 3.0% for the Management employees, and a 2.5% equity increase for the Fire Chief, is warranted to keep positions competitive in their market. These increases will be effective July 6, 2020, which is the first full pay period of the fiscal year.

Additionally, staff is proposing to add the Vacation Cash Out program to this group. This program allows employees to elect to cash out accrued vacation and is already in place for the Firefighter and Chief Officer groups. Staff recommends that the Management group should have access to the same benefits as other employees.

Fiscal Impact:

The actual value of the Vacation Cash Out program is unknown and depends on whether the employees use it. The maximum potential value of the program is approximately \$33,700, and the value of the salary increase is \$23,250. Sufficient funding for these adjustments is included in the FY 2020/21 budget for the Central County Fire Department.

Attachments:

1. Resolution Authorizing Salary Increases and Benefit Changes for the Management Unit Employees
2. Summary of Benefits for Management Unit (redlined)

RESOLUTION 20-13

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT AUTHORIZING SALARY INCREASES AND CHANGES TO BENEFITS FOR MANAGEMENT EMPLOYEES

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

WHEREAS, the Board of Directors strives to provide fair compensation and benefits for the Central County Fire Department employees; and

WHEREAS, the Board of Directors has determined that cost of living adjustments are appropriate; and

WHEREAS, the Board of Directors desires that the Management employees have access to similar benefits as other employees.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Central County Fire Department authorizes the following changes effective July 6, 2020:

- 3.0% cost of living increase for the employees in the Management Unit
- 2.5% equity increase for the Fire Chief
- Addition of Vacation Cash Out program to Management Summary of Benefits

Approved at a special meeting of the Board of Directors, held by teleconference, this 10th day of June, 2020.

SIGNED: _____
 Jess Benton, Chair

ATTEST: _____
 Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 20-13 adopted by the Board of Directors of Central County Fire Department, at its special meeting held on the 10th day of June 2020 by the following vote of the members thereof:

AYES: Board Members: _____

NOES: Board Members: _____

ABSENT: Board Members: _____

ABSTAIN: Board Members: _____



Central County Fire Department

Summary of Benefits

Management

| [January-July 2020](#)

Table of Contents Page

1.	Eligible Employees	3
2.	Health Benefits	3
3.	Life Insurance	4
4.	Long Term Disability	4
5.	Retirement	4
6.	Vacation	5
7.	Sick Leave	5
8.	Administrative Leave	6
9.	Holidays	7
10.	Technology Policy	7
11.	Wellness Benefit	7
12.	Uniform Allowance	7
13.	Bereavement Leave	7
14.	Family Medical Leave	8
15.	Pregnancy Disability Leave	8
16.	Jury Duty	8
17.	Deferred Compensation Plans	8
18.	Flexible Spending Plan	9
19.	Employee Assistance Program	9

1. Eligible Employees

The classification of employees eligible to receive benefits contained in this summary are:

Fire Chief
Deputy Fire Chief
Administrative Services Manager

These positions are unrepresented and classified as at-will employees.

2. Health Benefits

2a. Medical

The Department contracts with PERS (Public Employees Retirement System) to provide medical insurance coverage. The Department shall pay the premium cost for employees and their eligible dependents. The maximum contribution shall not exceed the three-party Blue Shield HMO premium as offered by PERS. If an employee has other medical coverage, the employee can opt out of the medical plan with proof of other coverage. An employee is eligible for \$200 per month if s/he opts out of medical coverage offered through the Department.

Employees hired prior to December 31, 2015 who retire with a minimum of five (5) years of service with the Department (years of service with the Fire Departments in the Town of Hillsborough and the City of Burlingame are also counted), will receive a retiree medical benefit equivalent to the amount necessary for actual enrollment in single, two-party or family coverage, up to the same maximum Department contribution for medical premiums as active employees.

2b. Dental

Employees and their eligible dependents shall be covered by the Department's dental reimbursement plan.

The maximum reimbursement is \$2,000 per year per person covered.

There is no dental benefit offered for retirees.

2c. Vision

Employees and their eligible dependents shall be covered by the Department's vision reimbursement plan.

Maximum reimbursement limits are as follows:

\$600/year for employee glasses or contacts, one item only
Disposable contacts are limited to a 12 month supply
\$100/year for employee eye exam
\$350/year for dependents

There is no vision benefit offered for retirees.

2d. Retiree Health Savings

Employees in this unit hired on or after 1/1/2016 are eligible to receive a contribution to a Retiree Health Savings (RHS) account in lieu of a retiree medical benefit. The Department will make a contribution on the employee's behalf.

0 – 5 years of service	\$75/month contribution
6+ years of service	\$100/month contribution

Employees must meet vesting requirements of the plan as follows:

Year 1	20% vested
Year 2	40% vested
Year 3	60% vested
Year 4	80% vested
Year 5	100% vested

3. Life Insurance

The Department provides a term life insurance policy in the amount equal to 100% of salary for the Fire Chief and Deputy Fire Chief, and \$100,000 for the Administrative Services Manager. Coverage starts on the first day of the month following conclusion of a 30-day waiting period.

4. Long Term Disability

The Department will pay the premium for long-term disability coverage to Association member's appropriate LTD carriers for the Fire Chief and Deputy Fire Chief. The Department will provide long-term disability coverage of 60% of covered earnings to a maximum of \$3500 per month for the Administrative Services Manager.

5. Retirement

Employees are enrolled in retirement benefits through PERS.

Employees who are considered "Classic" Safety members by PERS are enrolled in the 3% @ 55 Local Safety Plan, with the single highest year for compensation. Employees who are considered "New" Safety members are enrolled in the 2.7% @ 57 Local Safety Plan, with a 3 year final average for compensation.

Employees who are considered "Classic" Miscellaneous members by PERS are enrolled in the 2.5% @ 55 Miscellaneous Plan, with the single highest year for compensation. Employees who are considered "New" Miscellaneous members are enrolled in the 2% @ 62 Miscellaneous plan, with a 3 year final average compensation.

Retirement benefits are paid for by both the employee and the Department. The Department contributes an amount on behalf of the employee, computed as a percentage of the employee's annual salary and is actuarially determined by PERS. The Department's contribution rates vary from year to year. For classic Safety members, the employee's rate is fixed at 9%. For New Safety and Miscellaneous members, the rate is 50% of the total normal cost. For Classic Miscellaneous members, the employee's rate is fixed at 8%.

6. Vacation

Vacation accrual rates will change on an employee's anniversary date as follows:

Years of Service	Bi-Weekly Accrual	Annual Hours of Vacation
0 – end of 5 years	3.69	96
5 th anniversary	4.93	128
10 th anniversary	6.16	160
15 th anniversary	7.39	192
20 th anniversary	8.0	208

The maximum accrual is 456 hours. Once the maximum accrual is reached, the employee stops accruing leave until hours are used, bringing the employee's total below the accrual cap.

6A. Vacation Cash out

Employees in this group are eligible to submit a request to cash out up to 60 hours accrued vacation pay two times per year. The employee must have a minimum balance of 200 hours as of December 31 of the election year to be eligible. All employees in the group will complete a form between December 1 and December 31 of each year. They will mark one of three choices:

- a. I am not eligible to participate as I have not met the criteria
- b. I am eligible to participate, but I choose to NOT cash out any vacation next calendar year.
- c. I am eligible and I choose to cash out _____ hours of vacation next calendar year.

Vacation hours cashed out applies only to hours earned in the following calendar year. Payment of vacation hours elected for cash out will be on the first paycheck in June and December of the year following the election. Vacation that is used is understood to be on a first-earned basis. Elections are irrevocable.

7. Sick Leave

Employees will accrue 4.62 hours of sick leave per pay period. There is no maximum accrual limit for sick leave.

7a. Sick Leave upon Retirement

Employees can choose:

- To convert up to one-half of 860 hours of their accrued sick leave, not to exceed a maximum of 430 hours, to cash compensation at their regular hourly rate of pay. All remaining time would be converted to PERS service credit.
- To convert to cash, up to one-half of 860 hours of their accrued sick leave, not to exceed a maximum of 430 hours, which shall be deposited in the employee's 457 Deferred Compensation Account, subject to the 457 maximum annual allowable deposit amounts. All remaining time is converted to PERS service credit.
- To convert all accrued sick leave to PERS service credit.

7b. Conversion of leave to Deferred Comp Plan

Management employees have the opportunity to roll over accrued sick leave and vacation into their existing 457 account each year. These rollovers are counted toward the annual 457 limit, as set by the IRS annually. (Over 50 catch-up and other additional contribution amounts are not eligible for this program.) For example, in 2019, the maximum amount an employee can contribute to their 457 account is \$25,000. Any conversion of accrued sick or vacation leave is counted toward that maximum; if an employee requests to roll over more than the annual 457 cap, only the amount up to the cap will be converted.

Sick leave

Annual conversion amount = maximum 300 hours.

Maximum lifetime amount = maximum 430 hours.

Each hour the employee converts is deducted from the total amount of sick leave payout upon retirement. Therefore, if over the course of an employee's employment he converts 430 hours of sick leave into the 457 plan, that employee is not eligible to be paid out for any sick leave upon retirement. Only accrued leave is eligible for conversion. The employee must have a remaining bank of 240 hours after the conversion, in order to be eligible to participate.

If the employee is retiring within the upcoming fiscal year, the 300-hour annual cap does not apply. Request for this conversion must still be submitted by March 1. If the request is not submitted by this date and the employee retires within the upcoming fiscal year, the option to convert to the 457 plan is not available.

If an employee separates employment from CCFD prior to retirement and has participated in the Leave Conversion program, a number of hours equal to the dollar amount that was originally converted to the 457 will be deducted from the employee's accrued vacation leave bank. If the employee does not have enough hours in the accrued bank to cover the deduction, the employee agrees to reimburse the department the remaining balance.

Vacation leave

Only accrued leave is eligible for conversion.

Procedure

1. Request must be submitted to HR by March 1 of each year.
2. Approved conversions will take place in July of that same year.
3. Employee's leave banks will be reduced by the amount converted to the 457 plan.

8. Administrative Leave

The Fire Chief and Deputy Fire Chief are granted 80 hours of Administrative Leave per calendar year; the Administrative Services Manager is granted 40 hours of Administrative Leave per calendar year. Administrative Leave balances cannot be carried forward into the next calendar year. Any unused Administrative Leave will be cashed out at the employee's regular rate of pay during the first pay period in December.

Administrative Leave will be paid out upon separation of service with the Department, prorated based upon the effective date of separation.

9. Holidays

The following Holidays will be observed:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Employees shall also receive 2 floating holidays per year, with a maximum accrual of 16 hours. Holidays shall also include every day proclaimed by the President of the United States, Governor of California or governing body of the Department as a public holiday and every day declared as a national day of mourning or special day, when approved by the governing body. If a holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on a Saturday, the preceding Friday shall be observed.

10. Technology Benefit

Employees are eligible to receive up to \$2,000 per calendar year for work related technology. This includes items such as computers and accessories, software, phones, chargers and home internet access. Receipts must be included with the reimbursement request form.

11. Wellness Benefit

Employees are eligible to receive up to \$1,000 per calendar year for wellness expenses that are designed or intended to improve overall health. Types of reimbursable items include gym fees, personal trainer, nutritional counseling or programs, smoking cessation or weight loss programs. Home fitness equipment is not included. Receipts must be included with the reimbursement request form.

12. Uniform Allowance

Safety Employees will receive \$995 per fiscal year, paid in accordance with PERS guidelines.

13. Bereavement Leave

The Department provides up to 3 days of paid leave for the death or critical illness in the employee's immediate family or household. This leave is not charged to the employee's sick, vacation or holiday accruals.

14. Family Medical Leaves

Employees are eligible for family and medical leaves as provided in Federal and State laws. Employees are entitled to twelve (12) weeks of Family Medical Leave (FMLA) and/or California Family Rights (CFRA) leave in a twelve (12) month period providing the employee meets the eligibility requirement of the leave(s).

During the leave, the Department shall continue to provide health benefits. The employees may use sick, vacation and/or holiday accruals while on family leaves to receive pay.

Medical reasons could include:

- Birth or placement of a child,
- To care for a spouse, child, or parent with a serious medical condition or
- To take medical leave while unable to work due to the employee's own serious health condition.

See full Family and Medical Leave policy for details.

15. Pregnancy Leave

California law allows up to a maximum of four (4) months of leave if you become disabled during your pregnancy. This leave will run concurrently when applicable with any other eligible leaves. See full Pregnancy Disability Leave policy for details.

16. Jury Duty

Employees called to serve on a jury receive their regular salary while serving. Before reporting for jury duty, employees should advise their supervisor. Employees will be paid the difference between their salary and the fees paid for jury services excluding mileage reimbursements.

17. Deferred Compensation Plans

The Department offers a voluntary employee-paid tax-qualified retirement investment plan under IRS Section 457 (deferred compensation plan). This plan allows you to save toward your retirement on a pre-tax basis, effectively lowering your current taxable income.

The Department has three 457 plan administrators and appointments to meet with the representatives can be arranged either by the Human Resource Specialist or directly by employees:

- ICMA – Susan Chang at (866) 620-6064
Additional information is available at their website at www.icmarc.org.
- VALIC –at (800) 892-5558 X 89165.
Additional information is available at their website at www.valic.com
- PERS –at (800) 260-0659
Additional information is available at their website at <http://calpers.ingplans.com>

Participation is optional. Employees can enroll and adjust contribution amounts at any time. Employees can make contributions to only one 457 plan at a time. You can choose the manner in which your savings are invested. Investment vehicles can be changed at any time.

18. Flexible Benefit Plan (Section 125 – Cafeteria Plan)

This optional program allows employees to use **pre-tax** income for the following:

- Dependent Care expenses up to \$5,000 per year
- Unreimbursed Medical Expenses up to \$2,600 per year
- Medical Premiums

The Department's Section 125 Plan Administrator is Navia. To enroll, please contact the Human Resources.

19. Employee Assistance Plan (EAP)

The EAP is a benefit designed to provide help with personal and professional stress that affects everyone at one time or another. It is a simple way of obtaining professional help to reduce the impact of problems on your life and your job.

The free and confidential services include professional assessment, referral and counseling.

EAP services are available to all employees, their spouses, domestic partners or dependent children.

All services are strictly confidential and voluntary and no information regarding your use of the program will be disclosed to the Department without your authorization.

EAP services are provided by **Sutter Health**. To use the service 24 hours a day, 7 days a week, call **(800) 477-2258**.

Some of the services include:

- Counseling for anxiety and stress, drug and alcohol dependency, job burnout, marital and teenager problems
- Legal advice
- Financial planning/counseling
- Departmental Management advice
- Referrals for childcare and eldercare



Central County Fire Department

Serving the communities of Burlingame, Hillsborough and Millbrae

AGENDA ITEM: 7c

STAFF REPORT

MTG. DATE: June 10, 2020

TO: Board of Directors

DATE: June 10, 2020

FROM: Kristin Armbruster, Human Resources Manager

APPROVED BY: 
Lisa K. Goldman, CAO

SUBJECT: Resolution Authorizing Salary Increases and Changes in Benefits for Clerical Unit Employees and the Community Risk & Resiliency Specialist, and Authorizing Changes in Benefits for the Emergency Vehicle Technician Unit Employees

Recommendation:

Staff recommends that the Board of Directors approve a 3.0% cost of living increase for the Office Assistant, Accounting Technician, Senior Accounting Technician, Fire Prevention Specialist, and Community Risk & Resiliency Specialist, as well as a 2.5% equity increase for the Community Risk & Resiliency Specialist. Staff also recommends that the Board approve the benefit enhancements for all Clerical unit, Emergency Vehicle Technician unit, and Community Risk & Resiliency Specialist unit employees.

Background:

Salary

Staff is recommending a 3.0% cost of living increase for all positions in the Clerical unit and the Community Risk & Resiliency Specialist position. This is comparable to what other agencies are doing, what other bargaining groups within CCFD and its JPA member agencies are doing, and keeps these positions competitive in their markets.

The 2.5% equity increase for the Community Risk & Resiliency Specialist is based on the growth and demand in that market. Other agencies have added similar positions, and CCFD's position has increased in scope and responsibility since it was created. The equity increase will keep this position competitive in its market.

Benefits

Staff periodically reviews the benefits packages for all employees and recommends the Board approve enhancements to the benefits for the Clerical unit, Emergency Vehicle Technician unit, and Community Risk & Resiliency Specialist unit. Enhancements include an increase to the Retiree Health Savings contributions and life insurance, and

implementing a tuition reimbursement program. Staff also recommends changing the maximum health contribution to match the level of enrollment, but delaying implementation of this until January 2021, so that employees can make changes during Open Enrollment if they choose. A summary of these changes is included in the agenda packet.

Fiscal Impact:

The cost for the benefit enhancements could be up to \$21,000 annually depending on usage of the benefits and is included in the fiscal year 20-21 proposed budget. The cost of the salary increases is approximately \$23,000.

Attachments:

1. Resolution Authorizing Salary Increases and Changes in Benefits for the Clerical, Community Risk & Resiliency Specialist and Emergency Vehicle Technician Unit Employees
2. Summary of Benefit Changes
3. Summary of Benefits for Clerical Unit (redlined)
4. Summary of Benefits for Emergency Vehicle Technician Unit (redlined)
5. Summary of Benefits for Community Risk & Resiliency Specialist Unit (redlined)

RESOLUTION 20-14

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT AUTHORIZING SALARY INCREASES FOR CLERICAL AND COMMUNITY RISK AND RESILIENCY EMPLOYEES, AND BENEFIT ENHANCEMENTS FOR CLERICAL, EMERGENCY VEHICLE TECHNICIAN, AND COMMUNITY RISK AND RESILIENCY EMPLOYEES

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

WHEREAS, the Board of Directors strives to provide fair compensation and benefits for the Central County Fire Department employees; and

WHEREAS, the Board of Directors has determined that cost of living adjustments are appropriate; and

WHEREAS, staff recommends periodically updating benefits provided to employees to reflect current practices and trends.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Central County Fire Department authorizes the following changes effective July 6, 2020:

- 3.0% cost of living increase for the employees in the Clerical unit
- 3.0% cost of living increase for Community Risk & Resiliency Specialist
- 2.5% equity increase for the Community Risk & Resiliency Specialist
- Benefit enhancements for the Clerical, Emergency Vehicle Technician, and Community Risk & Resiliency Specialist units

Approved at a special meeting of the Board of Directors, held by teleconference, this 10th day of June, 2020.

SIGNED: _____
 Jess E. Benton, Chair

ATTEST: _____
 Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 20-14 adopted by the Board of Directors of Central County Fire Department, at its special meeting held on the 10th day of June 2020 by the following vote of the members thereof:

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

Summary of Benefit changes

Clerical, Emergency Vehicle Technician and Community Risk & Resiliency Specialist units

Retirement Health Savings Plan

1. Increase contribution amount to:

0 – 4 years of service	2% of salary
5 – 19 years of service	3% of salary
20+ years of service	5% of salary
2. Change vesting to 0% until the end of the 5th year.

Medical Insurance

1. Tier employee benefit maximum to enrollment level, instead of family level.
2. Delay implementation of this until Jan. 2021.

Life Insurance

Increase life insurance amount from \$75,000 to \$100,000

Tuition reimbursement program

Implement tuition reimbursement program.

- \$2000/per year maximum reimbursement per employee
- Covers registration, books, course materials toward obtaining an AA/BA/BS degree or certificate program
- Must be an accredited school
- Requires pre-approval from Department Head and Human Resources
- Reimbursement of registration fee is based on grade received in class:
 - A = 100% reimbursement
 - B = 80% reimbursement
 - C = 50% reimbursement
 - Pass = 100% reimbursement (for classes with a Pass/No Pass grading system only)



Central County Fire Department

Summary of Benefits

Clerical

Table of Contents	Page
1. Eligible Employees	3
2. Effective Date	3
3. Health Benefits	3
4. Life Insurance	4
5. Long Term Disability	4
6. Retirement	4
7. Vacation	5
8. Sick Leave	5
9. Holidays	6
10. Overtime	6
11. Compensatory Time Off	7
12. Bereavement Leave	7
13. Family Medical Leave	7
14. Pregnancy Disability Leave	8
15. Jury Duty	8
16. Deferred Compensation Plans	8
17. Flexible Spending Plan	9
18. Employee Assistance Program	9
19. Uniform allowance	9

1. Eligible Employees

The classification of employees eligible to receive benefits contained in this summary are:

<u>Management Assistant</u>	<u>Non-exempt</u>
Administrative Assistant	Non-exempt
Service Clerk <u>Office Assistant</u> (all positions)	Non-exempt
Accounting Technician	Non-exempt
Senior Accounting Technician	Non-exempt
Fire Prevention Specialist	Non-exempt

2. Effective date of Benefit programs

The summary of benefits is in place as of ~~January July 16, 2018~~2020. Both parties agree to discuss compensation and benefits on a schedule to coincide with other CCFD employees.

3. Health Benefits

3a. Medical

Central County Fire Department (Department) contracts with PERS (Public Employees Retirement System) to provide medical insurance coverage. The Department shall pay the premium cost for employees and their eligible dependents, to a maximum of the three-party Blue Shield HMO premium as offered by PERS. Beginning January 1, 2021, the Department's contribution towards the employee's medical coverage shall be determined by the coverage level the employee selects. The Department's contribution shall be as follows:

- Employee only – shall not exceed the Blue Shield Access + Health Plan Employee only
- Employee plus one – shall not exceed the Blue Shield Access + Health Plan Employee plus one
- Employee plus 2 or more - shall not exceed the Blue Shield Access + Health Plan Family

If an employee has alternate coverage such as through a spouse's employer's plan (NOT individual coverage)~~other medical coverage~~, the employee can opt out of the medical plan with proof of other coverage. An employee is eligible for \$200 per month if s/he opts out of medical coverage offered through the Department.

3b. Retiree Medical

Current employees who were hired by the City of Burlingame prior to 1/1/2002 will retain their previous retiree medical benefit, up to a maximum of the Kaiser family premium rate.

3c. Retiree Health Savings

All employees hired after 1/1/2002, including service with City of Burlingame and Town of Hillsborough, are eligible to receive a contribution to a Retiree Health Savings (RHS) account in lieu of a retiree medical benefit. The Department will make a contribution on the employee's behalf.

0 – 5 years of service	\$75/month contribution
6+ years of service	\$100/month contribution

Employees must meet vesting requirements of the plan as follows:

Year 1	20% vested
Year 2	40% vested
Year 3	60% vested
Year 4	80% vested
Year 5	100% vested

Effective July 1, 2020, the Department contributions amounts will be:

<u>0 – 4 years of service</u>	<u>2% of salary</u>
<u>5 – 19 years of service</u>	<u>3% of salary</u>
<u>20+ years of service</u>	<u>5% of salary</u>

Employee vesting requirements will be changed to 0% until the end of the 5th year of service.

Active employees hired prior to July 1, 2020, will be placed in this schedule based on their current years of service with the Department.

3d. Dental

Employees and their eligible dependents shall be covered by a dental reimbursement plan. Coverage limits are as follows:

Employees	Maximum of \$2000 annually
Dependents	Maximum of \$1500 annually

Coverage for orthodontia is included in the annual maximums.

There is no dental benefit offered for retirees. Full plan details can be found with Human Resources.

3e. Vision

Employees and their eligible dependents shall be covered by a vision reimbursement plan.

Maximum reimbursement limits are as follows:

\$600/year for equipment: glasses and/or contacts
\$100/year for employee eye exam
\$350/year for dependents

There is no vision benefit offered for retirees. Full plan details can be found with Human Resources.

4. Life Insurance

The Department provides a term life insurance policy in the amount equal to \$75,000 for eligible employees. Coverage starts on the first day of the month following conclusion of a 30-day waiting period. [Effective July 1, 2020, the amount will be increased to \\$100,000 for eligible employees.](#)

5. Long Term Disability

The Department will provide long-term disability coverage of 60% of covered earnings to a maximum of \$3,500.

6. Retirement

Employees who are considered “Classic” members by PERS are enrolled in the 2.5% @ 55 Miscellaneous Plan, with the single highest year for compensation. Employees who are considered “New” members are enrolled in the 2% @ 62 Miscellaneous Plan, with a 3 year final average for compensation.

Retirement benefits are paid for by both the employee and the Department. The Department contributes an amount on behalf of the employee, computed as a percentage of the employee’s annual salary and is actuarially determined by PERS. The Department’s contribution rates vary from year to year. For classic members, the employee’s rate is fixed at 8%. For new members, the rate is 50% of the total normal cost.

7. Vacation

Vacation accrual rates will change on an employee’s anniversary date as follows:

Years of Service	Bi-Weekly Accrual	Days per Year
> 4	3.08	10
4-9	4.62	15
10	4.92	16
11	5.23	17
12	5.54	18
13	5.85	19
14+	6.15	20

The maximum accrual of vacation leave may not exceed two times the employee’s annual accrual rate. Once the maximum accrual is reached, the employee stops accruing leave until hours are used, bringing the employee’s total below the accrual cap.

This schedule shall be prorated for part-time employees in allocated positions.

8. Sick Leave

Sick leave with pay is granted to all probationary and regular employees who are assigned to allocated positions. Sick leave shall not be considered a right which an employee may use at his or her discretion, but shall be allowed because of an employee's illness or injury, necessary medical, dental or optical examinations or attendance upon a member of his/her immediate family for the same.

An employee may use up to half the annual sick leave accrual for attendance upon a member of his/her immediate family for illness, injury or necessary medical, dental or optical examinations.

Employees will accrue 4.62 hours of sick leave per pay period. The maximum accrual limit for sick leave is 1560 hours. Once the maximum accrual is reached, the employee stops accruing leave until hours are used, bringing the employee's total below the accrual cap.

Sick leave accrual shall be prorated for part-time employees in allocated positions.

8a. Sick Leave upon Retirement

Upon retirement, after ten years of service with the Department (years of prior service with Town of Hillsborough and City of Burlingame shall be included) employees can choose:

- To be paid in cash for accumulated sick leave, not to exceed the equivalent of one month's pay, upon separation from service with the Department. All remaining time is converted to PERS service credit.
- To convert to cash, not to exceed the equivalent of one month's pay, which shall be deposited in the employee's 457 Deferred Compensation Account. All remaining time is converted to PERS service credit.
- To convert all accrued sick leave to PERS service credit.

9. Holidays

The following Holidays will be observed:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Day after Thanksgiving
Christmas Eve
Christmas Day

Fourth Friday in November
December 24
December 25

Employees shall also receive 2 floating holidays per year, with a maximum accrual of 16 hours. A holiday equals eight (8) hours leave. Holiday hours are prorated for part-time employees. If a scheduled holiday falls on an employee's alternate work schedule day off, the holiday will be observed on the day before. If a scheduled holiday falls on a Saturday, the preceding Friday shall be observed. If a scheduled holiday falls on a Sunday, the following Monday shall be observed.

Holidays shall also include every day proclaimed by the President of the United States, Governor of California or governing body of the Department as a public holiday and every day declared as a national day of mourning or special day, when approved by the governing body.

10. Hours of Work and Overtime

The workweek begins on Friday at 12:01 p.m. and ends on Friday at 12:00 p.m.

Employees shall be assigned a regular work schedule. The following work schedules are currently in effect:

Monday – Thursday	10 hours per day with a minimum ½ hour lunch break
Monday – Thursday Friday	9 hours per day with a minimum ½ hour lunch break, and 4 hours
Monday – Thursday	7 ½ hours per day with a minimum ½ hour lunch break (¾ time position)

A minimum ½ hour unpaid lunch break shall be observed each day where the work schedule is longer than six hours. One fifteen minute paid rest break shall be observed during each half of a workday.

Hours worked over forty hours in the workweek shall be compensated at an overtime rate of 1 ½ hours pay for each hour worked. The employee can choose to receive overtime as compensation or as compensatory time off (CTO).

11. Compensatory Time Off (CTO)

The maximum amount of CTO that may be accrued is eighty (80) hours. An employee who has reached the limit shall be paid overtime compensation in cash for any additional overtime worked.

12. Bereavement Leave

The Department provides up to 3 days of paid leave for the death or critical illness in the employee's immediate family or household. This leave is not charged to the employee's sick, vacation or holiday accruals.

13. Family Medical Leaves

Employees are eligible for family and medical leaves as provided in Federal and State laws. Employees are entitled to twelve (12) weeks of Family Medical Leave (FMLA) and/or California Family Rights (CFRA) leave in a twelve (12) month period providing the employee meets the eligibility requirement of the leave(s).

During the leave, the Department shall continue to provide medical benefits. The employees may use sick, vacation and/or holiday accruals while on family leaves to receive pay.

Medical reasons could include:

- Birth or placement of a child,
- To care for a spouse, child, or parent with a serious medical condition or
- To take medical leave while unable to work due to the employee's own serious health condition.

See full Family and Medical Leave policy for details.

14. Pregnancy Leave

California law allows up to a maximum of four (4) months of leave if you become disabled during your pregnancy. This leave will run concurrently when applicable with any other eligible leaves. See full Pregnancy Disability Leave policy for details.

15. Jury Duty

Employees called to serve on a jury receive their regular salary while serving. Before reporting for jury duty, employees should advise their supervisor. Employees will be paid the difference between their salary and the fees paid for jury services excluding mileage reimbursements.

16. Deferred Compensation Plans

The Department offers a voluntary employee-paid tax-qualified retirement investment plan under IRS Section 457 (deferred compensation plan). This plan allows you to save toward your retirement on a pre-tax basis, effectively lowering your current taxable income.

The Department has three 457 plan administrators and appointments to meet with the representatives can be arranged either by the Human Resource Manager or directly by employees:

- ICMA – Susan Chang at (866) 620-6064
Additional information is available at their website at www.icmarc.org.
- VALIC – John Lee at 415-314-9142.
Additional information is available at their website at www.valic.com
- PERS – Ka Yi Li at (800) 260-0659
Additional information is available at their website at <http://calpers.ingplans.com>

Participation is optional. Employees can enroll and adjust contribution amounts at any time. Employees can make contributions to only one 457 plan at a time. You can choose the manner in which your savings are invested. Investment vehicles can be changed at any time.

17. Flexible Benefit Plan (Section 125 – Cafeteria Plan)

This optional program allows employees to use **pre-tax** income for the following:

- Dependent Care expenses up to \$5,000 per year
- Unreimbursed Medical Expenses up to \$2,600 per year
- Medical Premiums

The Department's Section 125 Plan Administrator is Navia. To enroll, please contact the Human Resource Manager.

18. Employee Assistance Plan (EAP)

The EAP is a benefit designed to provide help with personal and professional stress that affects everyone at one time or another. It is a simple way of obtaining professional help to reduce the impact of problems on your life and your job.

The free and confidential services include professional assessment, referral and counseling.

EAP services are available to all employees, their spouses, domestic partners or dependent children.

All services are strictly confidential and voluntary and no information regarding your use of the program will be disclosed to the Department without your authorization.

EAP services are provided by **Sutter Health**. To use the service 24 hours a day, 7 days a week, call **(800) 477-2258**.

Some of the services include:

- Counseling for anxiety and stress, drug and alcohol dependency, job burnout, marital and teenager problems
- Legal advice
- Financial planning/counseling
- Departmental Management advice
- Referrals for childcare and eldercare

19. Uniform Allowance

The Fire Prevention Specialist is provided with Uniform Allowance in the amount of \$850 per year. The allowance will be paid out on the same schedule as the Firefighter's Uniform Allowance.

20. Tuition Reimbursement

The Department will reimburse employees up to \$2000 per year for participating in educational programs leading to a college degree or certification program. The Fire Chief must pre-approve any program.

- \$2000/per year maximum reimbursement per employee
- Allowable expenses are registration, books, and course materials toward obtaining an AA/BA/BS degree or certificate program
- Must be an accredited school
- Reimbursement of the registration fee is based on the grade received in class:
 - A = 100% reimbursement
 - B = 80% reimbursement
 - C = 50% reimbursement
 - Pass = 100% reimbursement (for classes with a Pass/No Pass grading system only)

A class must be taken for a grade, unless there is only a pass/no pass option.



Central County Fire Department

Summary of Benefits

Community Risk and Resiliency Specialist

Table of Contents	Page
1. Eligible Employees	3
2. Effective Date	3
3. Health Benefits	3
4. Life Insurance	4
5. Long Term Disability	4
6. Retirement	4
7. Vacation	4
8. Sick Leave	5
9. Holidays	5
10. Overtime	6
11. Bereavement Leave	6
12. Family Medical Leave	6
13. Pregnancy Disability Leave	7
14. Jury Duty	7
15. Deferred Compensation Plans	7
16. Flexible Spending Plan	8
17. Employee Assistance Program	8

1. Eligible Employees

The classification of employees eligible to receive benefits contained in this summary are:

Community Risk and Resiliency Specialist

2. Effective date of Benefit programs

The summary of benefits is in place as of July ~~16, 2018~~2020. Both parties agree to discuss compensation and benefits on a schedule to coincide with other CCFD employees.

3. Health Benefits

3a. Medical

Central County Fire Department (Department) contracts with PERS (Public Employees Retirement System) to provide medical insurance coverage. The Department shall pay the premium cost for employees and their eligible dependents, to a maximum of the three-party Blue Shield HMO premium as offered by PERS. Beginning January 1, 2021, the Department's contribution towards the employee's medical coverage shall be determined by the coverage level the employee selects. The Department's contribution shall be as follows:

- Employee only – shall not exceed the Blue Shield Access + Health Plan Employee only
- Employee plus one – shall not exceed the Blue Shield Access + Health Plan Employee plus one
- Employee plus 2 or more - shall not exceed the Blue Shield Access + Health Plan Family

If an employee has alternate coverage such as through a spouse's employer's plan (NOT individual coverage)~~other medical coverage~~, the employee can opt out of the medical plan with proof of other coverage. An employee is eligible for \$200 per month if s/he opts out of medical coverage offered through the Department.

3b. Retiree Health Savings

Employees are eligible to receive a contribution to a Retiree Health Savings (RHS) account in lieu of a retiree medical benefit. The Department will make a contribution on the employee's behalf.

0 – 5 years of service	\$75/month contribution
6+ years of service	\$100/month contribution

Employees must meet vesting requirements of the plan as follows:

Year 1	20% vested
Year 2	40% vested
Year 3	60% vested
Year 4	80% vested

Year 5 100% vested

Effective July 1, 2020, the Department contributions amounts will be:

<u>0 – 4 years of service</u>	<u>2% of salary</u>
<u>5 – 19 years of service</u>	<u>3% of salary</u>
<u>20+ years of service</u>	<u>5% of salary</u>

Employee vesting requirements will be changed to 0% until the end of the 5th year of service.

Active employees hired prior to July 1, 2020, will be placed in this schedule based on their current years of service with the Department.

3c. Dental

Employees and their eligible dependents shall be covered by a dental reimbursement plan. Coverage limits are as follows:

Employees	Maximum of \$2000 annually
Dependents	Maximum of \$1500 annually

Coverage for orthodontia is included in the annual maximums.

There is no dental benefit offered for retirees. Full plan details can be found with Human Resources.

3d. Vision

Employees and their eligible dependents shall be covered by a vision reimbursement plan.

Maximum reimbursement limits are as follows:

\$600/year for equipment: glasses and/or contacts
\$100/year for employee eye exam
\$350/year for dependents

There is no vision benefit offered for retirees. Full plan details can be found with Human Resources.

4. Life Insurance

The Department provides a term life insurance policy in the amount equal to \$75,000 for eligible employees. Coverage starts on the first day of the month following conclusion of a 30-day waiting period. Effective July 1, 2020, the amount will be increased to \$100,000 for eligible employees.

5. Long Term Disability

The Department will provide long-term disability coverage of 60% of covered earnings to a maximum of \$3,500.

6. Retirement

Employees who are considered “Classic” members by PERS are enrolled in the 2.5% @ 55 Miscellaneous Plan, with the single highest year for compensation. Employees who are considered “New” members are enrolled in the 2% @ 62 Miscellaneous Plan, with a 3 year final average for compensation.

Retirement benefits are paid for by both the employee and the Department. The Department contributes an amount on behalf of the employee, computed as a percentage of the employee’s annual salary and is actuarially determined by PERS. The Department’s contribution rates vary from year to year. For classic members, the employee’s rate is fixed at 8%. For new members, the rate is 50% of the total normal cost.

7. Vacation

Vacation accrual rates will change on an employee’s anniversary date as follows:

Years of Service	Bi-Weekly Accrual	Days per Year
> 4	3.08	10
4-9	4.62	15
10	4.92	16
11	5.23	17
12	5.54	18
13	5.85	19
14+	6.15	20

The maximum accrual of vacation leave may not exceed two times the employee’s annual accrual rate. Once the maximum accrual is reached, the employee stops accruing leave until hours are used, bringing the employee’s total below the accrual cap.

This schedule shall be prorated for part-time employees in allocated positions.

8. Sick Leave

Sick leave with pay is granted to all probationary and regular employees who are assigned to allocated positions. Sick leave shall not be considered a right which an employee may use at his or her discretion, but shall be allowed because of an employee’s illness or injury, necessary medical, dental or optical examinations or attendance upon a member of his/her immediate family for the same.

An employee may use up to half the annual sick leave accrual for attendance upon a member of his/her immediate family for illness, injury or necessary medical, dental or optical examinations.

Employees will accrue 4.62 hours of sick leave per pay period. The maximum accrual limit for sick leave is 1560 hours. Once the maximum accrual is reached, the employee stops accruing leave until hours are used, bringing the employee's total below the accrual cap.

Sick leave accrual shall be prorated for part-time employees in allocated positions.

8a. Sick Leave upon Retirement

Upon retirement, after ten years of service with the Department (years of prior service with Town of Hillsborough and City of Burlingame shall be included) employees can choose:

- To be paid in cash for accumulated sick leave, not to exceed the equivalent of one month's pay, upon separation from service with the Department. All remaining time is converted to PERS service credit.
- To convert to cash, not to exceed the equivalent of one month's pay, which shall be deposited in the employee's 457 Deferred Compensation Account. All remaining time is converted to PERS service credit.
- To convert all accrued sick leave to PERS service credit.

9. Holidays

The following Holidays will be observed:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Employees shall also receive 2 floating holidays per year, with a maximum accrual of 16 hours. A holiday equals eight (8) hours leave. Holiday hours are prorated for part-time employees. If a scheduled holiday falls on an employee's alternate work schedule day off, the holiday will be observed on the day before. If a scheduled holiday falls on a Saturday, the preceding Friday shall be observed. If a scheduled holiday falls on a Sunday, the following Monday shall be observed.

Holidays shall also include every day proclaimed by the President of the United States, Governor of California or governing body of the Department as a public holiday and every day declared as a national day of mourning or special day, when approved by the governing body.

10. Hours of Work and Overtime

The workweek begins on Friday at 12:01 p.m. and ends on Friday at 12:00 p.m.

Employees shall follow a regular work schedule. The following work schedules are currently in effect:

Monday – Thursday	10 hours per day
Monday – Thursday Friday	9 hours per day and 4 hours

11. Bereavement Leave

The Department provides up to 3 days of paid leave for the death or critical illness in the employee's immediate family or household. This leave is not charged to the employee's sick, vacation or holiday accruals.

12. Family Medical Leaves

Employees are eligible for family and medical leaves as provided in Federal and State laws. Employees are entitled to twelve (12) weeks of Family Medical Leave (FMLA) and/or California Family Rights (CFRA) leave in a twelve (12) month period providing the employee meets the eligibility requirement of the leave(s).

During the leave, the Department shall continue to provide medical benefits. The employees may use sick, vacation and/or holiday accruals while on family leaves to receive pay.

Medical reasons could include:

- Birth or placement of a child,
- To care for a spouse, child, or parent with a serious medical condition or
- To take medical leave while unable to work due to the employee's own serious health condition.

See full Family and Medical Leave policy for details.

13. Pregnancy Leave

California law allows up to a maximum of four (4) months of leave if you become disabled during your pregnancy. This leave will run concurrently when applicable with any other eligible leaves. See full Pregnancy Disability Leave policy for details.

14. Jury Duty

Employees called to serve on a jury receive their regular salary while serving. Before reporting for jury duty, employees should advise their supervisor. Employees will be paid the difference between their salary and the fees paid for jury services excluding mileage reimbursements.

15. Deferred Compensation Plans

The Department offers a voluntary employee-paid tax-qualified retirement investment plan under IRS Section 457 (deferred compensation plan). This plan allows you to save toward your retirement on a pre-tax basis, effectively lowering your current taxable income.

The Department has three 457 plan administrators and appointments to meet with the representatives can be arranged either by the Human Resource Manager or directly by employees:

- ICMA – Susan Chang at (866) 620-6064
Additional information is available at their website at www.icmarc.org.
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Additional information is available at their website at www.valic.com
- PERS – Ka Yi Li at (800) 260-0659
Additional information is available at their website at <http://calpers.ingplans.com>

Participation is optional. Employees can enroll and adjust contribution amounts at any time. Employees can make contributions to only one 457 plan at a time. You can choose the manner in which your savings are invested. Investment vehicles can be changed at any time.

16. Flexible Benefit Plan (Section 125 – Cafeteria Plan)

This optional program allows employees to use **pre-tax** income for the following:

- Dependent Care expenses up to \$5,000 per year
- Unreimbursed Medical Expenses up to \$2,600 per year
- Medical Premiums

The Department's Section 125 Plan Administrator is Navia. To enroll, please contact the Human Resource Manager.

17. Employee Assistance Plan (EAP)

The EAP is a benefit designed to provide help with personal and professional stress that affects everyone at one time or another. It is a simple way of obtaining professional help to reduce the impact of problems on your life and your job.

The free and confidential services include professional assessment, referral and counseling.

EAP services are available to all employees, their spouses, domestic partners or dependent children.

All services are strictly confidential and voluntary and no information regarding your use of the program will be disclosed to the Department without your authorization.

EAP services are provided by **Sutter Health**. To use the service 24 hours a day, 7 days a week, call **(800) 477-2258**.

Some of the services include:

- Counseling for anxiety and stress, drug and alcohol dependency, job burnout, marital and teenager problems
- Legal advice
- Financial planning/counseling
- Departmental Management advice
- Referrals for childcare and eldercare

18. Tuition Reimbursement

The Department will reimburse employees up to \$2000 per year for participating in educational programs leading to a college degree or certification program. The Fire Chief must pre-approve any program.

- \$2000/per year maximum reimbursement per employee
- Allowable expenses are registration, books, and course materials toward obtaining an AA/BA/BS degree or certificate program
- Must be an accredited school
- Reimbursement of the registration fee is based on the grade received in class:
 - A = 100% reimbursement
 - B = 80% reimbursement
 - C = 50% reimbursement
 - Pass = 100% reimbursement (for classes with a Pass/No Pass grading system only)

A class must be taken for a grade, unless there is only a pass/no pass option.



Central County Fire Department

Summary of Benefits

Mechanics

[January 201807 2020](#)

Table of Contents

Page

1.	Eligible Employees	3
2.	Effective Date	3
3.	Health Benefits	3
4.	Life Insurance	4
5.	Long Term Disability	4
6.	Retirement	4
7.	Vacation	5
8.	Sick Leave	5
9.	Holidays	6
10.	Hours of Work and Overtime	6
11.	Call Back	7
12.	Compensatory Time Off	7
13.	Bereavement Leave	7
14.	Family Medical Leave	7
15.	Pregnancy Disability Leave	7
16.	Jury Duty	8
17.	Deferred Compensation Plans	8
18.	Flexible Spending Plan	8
19.	Employee Assistance Program	9

1. Eligible Employees

The classification of employees eligible to receive benefits contained in this summary are:

~~Mechanic Supervisor~~ ~~Emergency Vehicle Technician I - III~~ ~~Exempt Non-~~
~~exempt~~
~~Mechanic~~ _____ ~~Non-exempt~~

2. Effective date of Benefit program

The summary of benefits is in place as of ~~January July 6+, 2018~~ 2020. Both parties agree to discuss compensation and benefits on a schedule to coincide with other CCFD employees.

3. Health Benefits

3a. Medical

Central County Fire Department (Department) contracts with Public Employees Retirement System (PERS) to provide medical insurance coverage. The Department shall pay the premium cost for employees and their eligible dependents, to a maximum of the three-party Blue Shield HMO premium as offered by PERS. Beginning January 1, 2021, the Department's contribution towards the employee's medical coverage shall be determined by the coverage level the employee selects. The Department's contribution shall be as follows:

- Employee only – shall not exceed the Blue Shield Access + Health Plan Employee only
- Employee plus one – shall not exceed the Blue Shield Access + Health Plan Employee plus one
- Employee plus 2 or more - shall not exceed the Blue Shield Access + Health Plan Family

If an employee has alternate coverage such as through a spouse's employer's plan (NOT individual coverage) ~~other medical coverage~~, the employee can opt out of the medical plan with proof of other coverage. An employee is eligible for \$200 per month if s/he opts out of medical coverage offered through the Department.

3b. Retiree Health Savings

Employees are eligible to receive a contribution to a Retiree Health Savings (RHS) account in lieu of a retiree medical benefit. The Department will make a contribution on the employee's behalf.

0 – 5 years of service	\$75/month contribution
6+ years of service	\$100/month contribution

Employees must meet vesting requirements of the plan as follows:

Year 1	20% vested
Year 2	40% vested
Year 3	60% vested
Year 4	80% vested
Year 5	100% vested

Effective July 1, 2020, the Department contributions amounts will be:

<u>0 – 4 years of service</u>	<u>2% of salary</u>
<u>5 – 19 years of service</u>	<u>3% of salary</u>
<u>20+ years of service</u>	<u>5% of salary</u>

Employee vesting requirements will be changed to 0% until the end of the 5th year of service.

Active employees hired prior to July 1, 2020, will be placed in this schedule based on their current years of service with the Department.

3c. Dental

Employees and their eligible dependents shall be covered by a dental reimbursement plan. Coverage limits are as follows:

Employees	Maximum of \$2000 annually
Dependents	Maximum of \$1500 annually

Coverage for orthodontia is included in the annual maximums.

There is no dental benefit offered for retirees. Full plan details can be found with Human Resources.

3d. Vision

Employees and their eligible dependents shall be covered by a vision reimbursement plan.

Maximum reimbursement limits are as follows:

\$600/year for employee equipment, glasses and/or contacts
\$100/year for employee eye exam
\$350/year for dependents

There is no vision benefit offered for retirees. Full plan details can be found with Human Resources.

4. Life Insurance

The Department provides a term life insurance policy in the amount equal to \$75,000 for eligible employees. Coverage starts on the first day of the month following conclusion of a 30-day waiting period. Effective July 1, 2020, the amount will be increased to \$100,000 for eligible employees.

5. Long Term Disability

The Department will provide long-term disability coverage of 60% of covered earnings to a maximum of \$3,500.

6. Retirement

The Department provides eligible employees with retirement benefits through PERS.

Employees who are considered “Classic” members by PERS are enrolled in the 2.5% @ 55 Miscellaneous Plan, with the single highest year for compensation. Employees who are considered “New” members are enrolled in the 2% @ 62 Miscellaneous Plan, with a 3 year final average for compensation.

Retirement benefits are paid for by both the employee and the Department. The Department contributes an amount on behalf of the employee, computed as a percentage of the employee’s annual salary and is actuarially determined by PERS. The Department’s contribution rates vary from year to year. For classic members, the employee’s rate is fixed at 8%. For new members, the rate is 50% of the total normal cost.

7. Vacation

Vacation accrual rates will change on an employee’s anniversary date as follows:

Years of Service	Bi-Weekly Accrual	Days per Year
> 4	3.08	10
4-9	4.62	15
10	4.92	16
11	5.23	17
12	5.54	18
13	5.85	19
14+	6.15	20

The maximum accrual of vacation leave may not exceed two times the employee’s annual accrual rate. Once the maximum accrual is reached, the employee stops accruing leave until hours are used, bringing the employee’s total below the accrual cap.

This schedule shall be prorated for part-time employees in allocated positions.

8. Sick Leave

Sick leave with pay is granted to all probationary and regular employees who are assigned to allocated positions. Sick leave shall not be considered a right which an employee may use at his or her discretion, but shall be allowed because of an employee's illness or injury, necessary medical, dental or optical examinations or attendance upon a member of his/her immediate family for the same.

An employee may use up to half the annual sick leave accrual for attendance upon a member of his/her immediate family for illness, injury or necessary medical, dental or optical examinations.

Employees will accrue 4.62 hours of sick leave per pay period. The maximum accrual limit for sick leave is 1560 hours. Once the maximum accrual is reached, the employee stops accruing leave until hours are used, bringing the employee's total below the accrual cap.

Sick leave accrual shall be prorated for part-time employees in allocated positions.

8a. Sick Leave upon Retirement

Upon retirement, after ten years of service with the Department employees can choose:

- To be paid in cash for accumulated sick leave, not to exceed the equivalent of one month's pay, upon separation from service with the Department. All remaining time is converted to PERS service credit.
- To convert to cash, not to exceed the equivalent of one month's pay, which shall be deposited in the employee's 457 Deferred Compensation Account. All remaining time is converted to PERS service credit.
- To convert all accrued sick leave to PERS service credit.

9. Holidays

The following Holidays will be observed:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Employees shall also receive 2 floating holidays per year, with a maximum accrual of 16 hours. A holiday equals eight (8) hours leave. Holiday hours are prorated for part-time employees. If

a scheduled holiday falls on an employee's alternate work schedule day off, the holiday will be observed on the day before. If a scheduled holiday falls on a Saturday, the preceding Friday shall be observed. If a scheduled holiday falls on a Sunday, the following Monday shall be observed.

Holidays shall also include every day proclaimed by the President of the United States, Governor of California or governing body of the Department as a public holiday and every day declared as a national day of mourning or special day, when approved by the governing body.

10. Hours of Work and Overtime

The workweek begins on Friday at 12:01 p.m. and ends on Friday at 12:00 p.m.

Non-exempt employees shall be assigned a regular work schedule. The following work schedules are currently in effect:

Monday – Thursday 10 hours per day with a minimum ½ hour lunch break

Monday – Friday 8 hours per day with a minimum ½ hour lunch break

A minimum ½ hour unpaid lunch break shall be observed each day where the work schedule is longer than six hours.

Hours worked over forty hours in the workweek shall be compensated at an overtime rate of 1 ½ hours pay for each hour worked. The employee can choose to receive overtime as compensation or as compensatory time off (CTO).

11. Call Back

Employees who are called back to work outside of their normal shift shall be compensated at a minimum of 3 hours at 1.5 times the regular hourly rate. Compensation can be taken in cash or compensatory time off.

12. Compensatory Time Off (CTO)

The maximum amount of CTO that may be accrued for non-exempt employees is eighty (80) hours. An employee who has reached the limit shall be paid overtime compensation in cash for any additional overtime worked.

13. Bereavement Leave

The Department provides up to 3 days of paid leave for the death or critical illness in the employee's immediate family or household. This leave is not charged to the employee's sick, vacation or holiday accruals.

14. Family Medical Leaves

Employees are eligible for family and medical leaves as provided in Federal and State laws. Employees are entitled to twelve (12) weeks of Family Medical Leave (FMLA) and/or California Family Rights (CFRA) leave in a twelve (12) month period providing the employee meets the eligibility requirement of the leave(s).

During the leave, the Department shall continue to provide medical benefits. The employees may use sick, vacation and/or holiday accruals while on family leaves to receive pay.

Medical reasons could include:

- Birth or placement of a child,
- To care for a spouse, child, or parent with a serious medical condition or
- To take medical leave while unable to work due to the employee's own serious health condition.

See full Family and Medical Leave policy for details.

15. Pregnancy Leave

California law allows up to a maximum of four (4) months of leave if you become disabled during your pregnancy. This leave will run concurrently when applicable with any other eligible leaves. See full Pregnancy Disability Leave policy for details.

16. Jury Duty

Employees called to serve on a jury receive their regular salary while serving. Before reporting for jury duty, employees should advise their supervisor. Employees will be paid the difference between their salary and the fees paid for jury services excluding mileage reimbursements.

17. Deferred Compensation Plans

The Department offers a voluntary employee-paid tax-qualified retirement investment plan under IRS Section 457 (deferred compensation plan). This plan allows you to save toward your retirement on a pre-tax basis, effectively lowering your current taxable income.

The Department has three 457 plan administrators and appointments to meet with the representatives can be arranged either by the Human Resource Specialist or directly by employees:

- ICMA – Susan Chang at (866) 620-6064
Additional information is available at their website at www.icmarc.org.

- VALIC – Greg Weaver at (800) 892-5558 X 89165.
Additional information is available at their website at www.valic.com
- PERS – Ka Yi Li at (800) 260-0659
Additional information is available at their website at <http://calpers.ingplans.com>

Participation is optional. Employees can enroll and adjust contribution amounts at any time. Employees can make contributions to only one 457 plan at a time. You can choose the manner in which your savings are invested. Investment vehicles can be changed at any time.

18. Flexible Benefit Plan (Section 125 – Cafeteria Plan)

This optional program allows employees to use **pre-tax** income for the following:

- Dependent Care expenses up to \$5,000 per year
- Unreimbursed Medical Expenses up to \$2,600 per year
- Medical Premiums

The Department’s Section 125 Plan Administrator is Navia. To enroll, please contact the Human Resources.

19. Employee Assistance Plan (EAP)

The EAP is a benefit designed to provide help with personal and professional stress that affects everyone at one time or another. It is a simple way of obtaining professional help to reduce the impact of problems on your life and your job.

The free and confidential services include professional assessment, referral and counseling.

EAP services are available to all employees, their spouses, domestic partners or dependent children.

All services are strictly confidential and voluntary and no information regarding your use of the program will be disclosed to the Department without your authorization.

EAP services are provided by **Sutter Health**. To use the service 24 hours a day, 7 days a week, call **(800) 477-2258**.

Some of the services include:

- Counseling for anxiety and stress, drug and alcohol dependency, job burnout, marital and teenager problems
- Legal advice
- Financial planning/counseling
- Departmental Management advice
- Referrals for childcare and eldercare

20. Tuition Reimbursement

The Department will reimburse employees up to \$2000 per year for participating in educational programs leading to a college degree or certification program. The Fire Chief must pre-approve any program.

- \$2000/per year maximum reimbursement per employee
- Allowable expenses are registration, books, and course materials toward obtaining an AA/BA/BS degree or certificate program
- Must be an accredited school
- Reimbursement of the registration fee is based on the grade received in class:
 - A = 100% reimbursement
 - B = 80% reimbursement
 - C = 50% reimbursement
 - Pass = 100% reimbursement (for classes with a Pass/No Pass grading system only)

A class must be taken for a grade, unless there is only a pass/no pass option.



AGENDA ITEM: 9a

STAFF REPORT

MTG. DATE: June 10, 2020

TO: BOARD OF DIRECTORS

DATE: June 10, 2020

FROM: Kristin Armbruster, Human Resources Manager

APPROVED BY:

Lisa K. Goldman, 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 changes to the salary schedule due to approved salary increases for the Management, Clerical, Community Risk and Resiliency Specialist, and Mechanics units, and contractually obligated increases for the Firefighter and Chief Officer units. The California Public Employees Retirement System requires the governing body to adopt the pay schedule at a public meeting.

The new classification titles approved by the Board of Directors in April have been added to the salary schedule.

Fiscal Impact:

Sufficient funds are included in the adopted FY 2020-21 budget to accommodate these already approved salary increases.

Attachments:

1. Resolution Adopting the Salary Schedule for Central County Fire Department
2. Central County Fire Department Salary Schedule, effective July 6, 2020

RESOLUTION 20-15

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT ADOPTING THE SALARY SCHEDULE FOR THE 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 6, 2020:

Approved at a special meeting of the Board of Directors, held by teleconference, this 10th day of June, 2020.

SIGNED: _____
 Jess E. Benton, Chair

ATTEST: _____
 Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 20-15 adopted by the Board of Directors of Central County Fire Department, at its special meeting held on the 10th day of June 2020 by the following vote of the members thereof:

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



AGENDA ITEM: 9b

STAFF REPORT

MTG. DATE: June 10, 2020

TO: BOARD OF DIRECTORS

DATE: June 10, 2020

FROM: Bruce Barron, Fire Chief

APPROVED BY: _____
Lisa K. Goldman, CAO

SUBJECT: Resolution Authorizing Execution of an Agreement between the Central County Fire Department and the College of San Mateo for Provision of Maintenance and Repair Services for Fire Apparatus and Fleet Vehicles

Recommendation:

Staff recommends that the Board adopt the attached Resolution (Attachment 1) authorizing execution of an agreement between the Central County Fire Department (CCFD) and the College of San Mateo (CSM) pursuant to which Central County would provide maintenance and repair services for fire apparatus and fleet vehicles for the College of San Mateo Fire Science Program.

Background and Discussion:

The College of San Mateo operates the only Fire Science Technology program in San Mateo County and provides one of the few Firefighter I accredited academies in the Bay Area. CCFD and CSM have been partners for many years. CSM provided the foundation for the first intern program at CCFD; they sponsor the San Mateo County in-service Fire Academy; and many CCFD personnel have, and still do, work as instructors at the college.

CSM relies on donations of equipment and apparatus from the local departments to properly educate and train future firefighters. Over the years, CCFD has donated old turnouts, SCBA equipment, as well as out of service fire apparatus. In fact, CCFD donated the two engines that CSM is currently using. While the apparatus are no longer used on public roadways, nor are they used for actual firefighting, they still require maintenance to ensure they are safe to drive for the instructors. CSM has long been interested in contracting with CCFD but due to the workload in the CCFD Mechanics' Division, CCFD was unable to accommodate the request for service, until now.

If approved, the contract 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).

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 CCFD, and CCFD is responsible for payment of all insurance for the employees (Section D, Insurance and Indemnification, Paragraph 1, Insurance).

CCFD is required to indemnify and defend CSM 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).

Conclusion

Staff recommends that the Board review the proposed agreement and adopt the Resolution authorizing execution of the agreement between the Central County Fire Department and the College of San Mateo for Provision of Maintenance and Repair Services for Fire Apparatus and Fleet Vehicles.

Attachments:

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

RESOLUTION NO. 20-16

**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 COLLEGE OF SAN MATEO 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 College of San Mateo has a need for maintenance and repair of their fire apparatus and fleet vehicles; and

WHEREAS, Central County Fire Department has agreed to provide these services to the College of San Mateo 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 College of San Mateo.

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 College of San Mateo for Provision of Maintenance and Repair Services for Fire Apparatus and Fleet Vehicles;

Approved at a special meeting of the Board of Directors, held by teleconference, this 10th day of June, 2020.

Signed: _____
 Jess E. Benton, Chair

Attest: _____
 Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 20-16 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at its regular meeting held on the 10th day of June 2020, 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
COLLEGE OF SAN MATEO 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 College of San Mateo [hereinafter CSM]. Department and CSM shall be referred to collectively hereinafter as the Parties.

This Agreement is intended to allow CSM 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 A(3) below.

2. OTHER SERVICES. CSM reserves the right to have its vehicle 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 CSM showing in detail the services performed under this Agreement to date of termination that have not previously been paid for by CSM, and CSM 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. CSM 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 CSM has delivered to Department for service,

Department shall notify CSM in writing of the situation and reasons therefor. Department may suggest and with CSM's concurrence, may subcontract work to qualified subcontractors for repair or maintenance. Department shall inform CSM 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 CSM. No employee, agent, or representative of Department shall be considered an employee of CSM nor be eligible for any benefits, rights, or privileges available to CSM 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. CSM'S OBSERVATION. CSM 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 Emergency Vehicle Technician shall scope the cost of repairs and estimate the time required to affect the repair and notify CSM for authorization to proceed. Before seeking any necessary CSM approval to proceed with repairs, Department shall check for parts availability and inform CSM if there are any parts availability problems that may affect the repairs.

If parts are unavailable, CSM may authorize Department to order the necessary parts. Following CSM 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. CSM understands and agrees that Department may not be able to provide service or repair on the timely basis that CSM requires in some instances, because of personnel shortages, equipment unavailability, or prior commitments. When these occasions arise, CSM 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, CSM 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 Emergency Vehicle Technician and the designated representative of CSM 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, CSM 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 CSM any instance of damage to CSM vehicles or pieces of equipment while being serviced or operated by Department personnel.

d. INFORMATION MANAGEMENT. It shall be the responsibility of CSM 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 CSM in providing those records in a form that is usable by CSM 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 CSM that Department may not have adequately performed a repair or service under this Agreement, designated representatives of Department and CSM shall meet to discuss the matter.

b. Mutually agreed upon consultant. Should CSM or Department determine that an independent consultant is appropriate to determine the cause of the malfunction, CSM 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, CSM shall pay the consultant's costs; and

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

C. AGREEMENT PRICE

1. TIME AND MATERIALS. CSM agrees and understands that services under this Agreement will be provided on a time and materials basis. Upon request of CSM, Department will provide an estimate of the time and materials costs involved in a particular service or repair before beginning work, and CSM 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 (\$125.00) per hour. If this rate is adjusted, CSM 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 CSM at the following address: Fire Technology Department, College of San Mateo, 1700 W. Hillsdale Blvd. San Mateo, CA 94402

b. TIME OF PAYMENT. CSM shall pay invoices within thirty-five (35) days of submission. However, CSM may determine that it will pay only a portion of an invoice because of a dispute over a specified item or charge. Should CSM determine that it will not pay the entire invoice submitted, CSM 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. CSM shall pay the balance of the invoice that is not in dispute. However, payment of an invoice does not waive the right of CSM 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. CSM 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. CSM 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, CSM agrees that Department shall not be required to, nor does Department intend to, procure, or purchase any property insurance to provide indemnity coverage on CSM vehicles to be serviced and repaired under this Agreement.

b. BY CSM. Department understands and agrees that CSM 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 CSM, 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 CSM, 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 CSM as stated in paragraph 2 above and pay all costs and expenses incidental thereto. CSM 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. CSM 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 CSM has access or possession to do so. Department shall similarly give CSM 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 CSM 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 CSM: Fire Technology Department
 College of San Mateo
 1700 W. Hillsdale Blvd.
 San Mateo, CA 94402

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 CSM and Department and supersedes all prior negotiations, representations, and agreements, whether written or oral, unless otherwise expressly provided in this Agreement.

4. **SURVIVAL.** Notwithstanding CSM'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 CSM 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 CSM 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.

COLLEGE OF SAN MATEO

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