



## Agenda

**San Mateo Consolidated Fire Department  
Board of Directors  
Regular Meeting  
Wednesday, December 4, 2024 – 4:00 P.M.**

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

### **To Attend in-person**

Foster City EOC, 1040 East Hillsdale Blvd., Foster City, CA 94404

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

Register in advance for this Zoom webinar:

[https://us06web.zoom.us/webinar/register/WN\\_czlokf0DRh2q8UJ3PL\\_Lng](https://us06web.zoom.us/webinar/register/WN_czlokf0DRh2q8UJ3PL_Lng)

#### **1. OPENING**

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

#### **2. AGENDA CHANGES**

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

#### **3. PUBLIC COMMENT**

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

#### **4. PRESENTATIONS**

- 4.1 Recognition of Fire Board Member Jon Froomin's service
- 4.2 Recognition of Human Resources Manager Jennifer Crims's service

#### **5. CONSENT**

- [5.1](#) Approval of Fire Board Meeting Minutes from November 19, 2024.
- [5.2](#) Report from Closed Session of November 19, 2024.

## 6. NEW BUSINESS

- [6.1](#) Adopt a resolution authorizing the Fire Chief to approve a lease agreement with El Camino Real Acquisition Co., LLC for a term of 66-months for office space at 2121 El Camino Real, Suite B100, San Mateo.
- [6.2](#) Adopt a resolution authorizing the Fire Chief to approve a lease agreement with Finney Properties for a term of 84-months for office space at 35 Karen Road in Belmont.

## 7. OLD BUSINESS

- [7.1](#) Adopt a resolution approving a revised salary schedule to reflect a 4% increase to the base salary of the Fire Chief that accounts for a corresponding 4% reduction in incentive pay, resulting in no net change in total compensation.
- [7.2](#) Adopt a resolution to appoint Chief Thrasher to serve as Interim Fire Chief as a retired annuitant until the end of January 2025.

## 8. REPORTS AND ANNOUNCEMENTS

- 8.1 Board Members and Department Management Staff will have an opportunity to make announcements.
- 8.2 Fire Chief update (*verbal only*)

## 9. PUBLIC COMMENT ON CLOSED SESSION ITEMS

## 10. CLOSED SESSION

- 10.1 Conference with Legal Counsel regarding Existing Litigation, Workers' Compensation pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9

**Name of Case:** Joseph Novelli

**Agency Designated Representative(s):** Jennifer Crims, Senior Human Resource Analyst, William D. Ross, Attorney, and Mark R. Peterson, Attorney

## 11. RETURN FROM CLOSED SESSION

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

## 12. ADJOURNMENT

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

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

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



**Meeting Minutes**  
**San Mateo Consolidated Fire Department**  
**Board of Directors Regular Meeting**  
**Tuesday, November 19, 2024 – 4:00 P.M.**  
**Hybrid Remote Teleconference Meeting**  
**Foster City EOC**

**1. OPENING**

The meeting was called to order at 4:00 p.m. by Board Chair Mates

**1.1. Call to Order & Determination of a Quorum**

**1.2. Pledge of Allegiance**

**1.3. Roll Call**

**Board Members Present:** Mates, Newsom, Froomin

**Board Members Absent:** None

**2. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

None

**3. CLOSED SESSION**

The Fire Board adjourned to Closed Session at 4:01 p.m.

**4. RETURN FROM CLOSED SESSION**

The Board returned from Closed Session at 4:26 p.m. General Counsel Ross reported out from Closed Session, indicating that a written report describing any reportable action will be prepared and will be included in the meeting packet for the next Board meeting.

**5. AGENDA CHANGES**

None

**6. PUBLIC COMMENT**

None

**7. CONSENT**

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

**8. NEW BUSINESS**

**Item 8.1 Adopt a resolution approving cost of living increases and compaction adjustment for the Business Manager position effective November 24, 2024, and increases for July 6, 2025.**

Board Chair Mates summarized the agendized action of a proposed pay increase for Business Manager position, effective November 24, 2024, with increases for July 6, 2025 as specified in the Staff Report.

Fire Chief Thrasher provided an overview of the Staff Report and the specific provisions of the proposed compensation increase.

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

## 9. OLD BUSINESS

### **Item 9.1 Adopt a resolution amending the Executive Group of Fire Chief, Deputy Fire Chief, and Business Manager Compensation and Benefits Plan to align with CalPERS requirements.**

General Counsel Ross supplemented the Staff Report by indicating that the requested actions set forth in the proposed Resolution and revisions to the Compensation and Benefits Plan for Fire Chief, Deputy Fire Chiefs and Business Manager (“Compensation Plan”) address issues advanced by CalPERS in February of 2024. CalPERS Staff has stated that, if the proposed changes were adopted, then the issues identified by CalPERS in February 2024 would be resolved.

Those actions include:

1. Encapsulating the relevant rates, conditions, and eligibility of incentive pay, uniform allowance, and other benefits and special compensation within a single document, instead of referencing separate materials;
2. Recategorizing the Haz-Mat Pay provided to the Chief Haz-Mat Officer as Educational Incentive Pay, without changing the existing rate of pay;
3. Establishing the same Management Incentive Pay rate for the Fire Chief and Deputy Chiefs; and
4. Providing a description of the existing review procedure for Human Resources Staff to evaluate and confirm the validity and appropriateness of the certifications, training, and/or educational courses that form the basis for educational incentive pay.

An additional revision to the Compensation Plan involved clarifying Page 7 by adding the following paragraph:

Hazardous Materials Chief Officer Educational Incentive Pay: Effective January 13, 2019 (the date the Department began operations) qualifying employees were compensated for education, training and expertise in preventing, and responding to and overseeing emergencies involving hazardous materials, which the Department previously referred to as Haz-Mat pay. The training and expertise for those duties is classified under educational incentive pay.

General Counsel Ross stated that the requested revisions to the Compensation Plan deal with reclassifying compensation already paid by the Department to achieve the intent of Board when it adopted the Compensation Plan in April 2023, and again when the Board made compensation adjustments in December 2023. The reclassification of that compensation, as described in the Staff Report, does not increase the net amount of compensation received by the affected employees.

In July 2023, the Department began discussing the issue of “salary compaction,” between various Department leadership positions, which if unaddressed could disincentivize employees or candidates to seek promotion and take on additional responsibilities. In October 2023, Department staff completed a compensation salary survey comparing twelve (12) similar Bay Area fire agencies.

General Counsel Ross referenced the December 4, 2023 Board Meeting, in which the Board approved compensation adjustments to address the “compaction” issue between Department Deputy Chiefs and the Fire Chief. In addition to the salary survey performed by Staff, an extensive PowerPoint presentation was included in the public meeting materials supporting the need for the action. For succession planning and to encourage promotion, the Department determined that compaction for the positions of the Fire Chief and Deputy Chiefs should be in the 10 to 15% range. Accordingly, at the December 2023 meeting, the Board approved increasing the Fire Chief’s management incentive pay from 6% to 10%, and establishing a 6% Management Incentive rate for Deputy Chiefs.

General Counsel Ross noted that, as stated in the Resolution and Staff Report, because the restated Compensation Plan modifies the Management Incentive Pay provided to the Fire Chief, those modifications will be correspondingly offset by equivalent adjustments to the Fire Chief’s base pay, so that the amount of aggregate compensation provided for that position is not altered.

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

Board Member Newsom moved to adopt the resolution; Board Member Froomin seconded. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

## **10. REPORTS AND ANNOUNCEMENTS**

The Board approved the proposed dates for 2025 Fire Board Regular meetings: January 15, March 19, May 21, July 16, September 17, and November 19.

Deputy Fire Chief Turturici provided a PowerPoint presentation for the Operational Division update. Some highlights include:

- Projecting to end 2024 at an estimated 16,500 incidents.
- Currently have 3 firefighters attending paramedic school.
- 19 Mutual Aid Deployments totaling 22,029 personnel hours.

Deputy Fire Chief Marshall provided a Community Risk Reduction Division update:

- Estimated 1,500 attendees at the Open House event at Station 28.
- OES and Prevention staff participated in the City of Belmont “Trunk or Treat” event with an estimated 1,000 children in attendance.
- Meeting with three cities in case the EOC should be opened for the upcoming storms.
  - If you see standing water, do not drive through it. Floods could be deeper than anticipated.
- Fire in San Mateo yesterday behind Ana’s Furniture on El Camino. Potential cause could be from a lithium battery.

## **11. ADJOURNMENT**

The Board meeting was adjourned at 5:26 p.m.

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

Law Offices of  
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File No: 19/55

November 21, 2024

**VIA E-MAIL**

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

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire  
Department Regular Board Meeting of November 19, 2024

Dear Chair Mates and Board Members:

This communication sets forth reportable action of the Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”), consistent with the provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*) resulting from the Department’s Closed Session of the November 19, 2024, Regular Board Meeting, consistent with Government Code Section 54957.1.

Board Chair Mates called the Meeting to order at 4:00 p.m. Having convened the Meeting in Open Session and receiving no public comments on Closed Session matters, the Board adjourned the Open Session and convened in Closed Session at 4:01 p.m.

There were two matters agendized for Department Closed Session consideration:

- 3.1 Conference with Legal Counsel regarding Existing Litigation, Workers’ Compensation pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9(a)(1)  
Name of Case: Dan Bull

Agency Designated Representative(s): Jennifer Crims, Senior Human Resource Analyst, Willian D. Ross, Attorney, and Mark R. Peterson, Attorney

- 3.2 Conference with Legal Counsel: Anticipated Litigation – Authorized pursuant to Government Code Section 54956.9(d)(2) - Two (2) Matters

The Honorable Julia Mates, Chair  
and Members of the Fire Board  
San Mateo Consolidated Fire Department  
November 21, 2024  
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With respect to Department Closed Session Agenda Item No. 3.1., although direction was given (3-0), that direction with respect to the designated Workers' Compensation matter is presently not reportable under common law provisions associated with settlement and Government Code Section 54956.9(a)(1).

With respect to the first matter considered under Department Closed Session Agenda Item No. 3.2., there was reportable action in the form of Board direction (3-0) to authorize the Department Chief Administrative Officer to execute a legal services agreement and conflict waiver with Isabel C. Safie of Best Best & Krieger, LLP, to address issues associated with an Internal Revenue Service claim against the Department. Except as indicated, there was no other reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

With respect to the second matter considered under Department Closed Session Agenda Item No. 3.2., there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

The Closed Session concluded at 4:26 p.m., where it was indicated by Department General Counsel that a written report upon return consistent with Government Code Section 54957.1 would be prepared.

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

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

Very truly yours,



William D. Ross  
Department Counsel

WDR:jf

cc: Kent Thrasher, Fire Chief  
Alex Khojikian, Department Chief Administrative Officer  
Nicole Morales, Business Manager  
Matt Turturici, Deputy Chief  
Jennifer Crims, Senior Human Resources Analyst



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** December 4, 2024

**Subject:** **2121 El Camino Real Office Space Lease Agreement**

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## **RECOMMENDATION**

Adopt a resolution authorizing the Fire Chief to approve a lease agreement with El Camino Real Acquisition Co., LLC for a term of 66-months for office space at 2121 El Camino Real, Suite B100, San Mateo.

## **BACKGROUND**

Prior to sharing management services with the San Mateo Fire Department (SMFD), the Foster City Fire Department (FCFD) housed the administrative offices for their single station fire department at 1040 Hillsdale Blvd, the current location of the San Mateo Consolidated Fire Department's administrative offices. In 2013 SMFD and FCFD began sharing management and administrative services and housed the administrative offices for the combined 7 station organization, at the same location. Additionally, in 2014, the Belmont Fire Protection District (BFD) began sharing management services with SMFD and FCFD. In 2019, the San Mateo Consolidated Fire Department (SMC Fire) commenced operation bringing all 3 fire departments together. This created a combined 9-station fire department with the administrative offices remaining at the same 1040 East Hillsdale location.

At the commencement of operations for SMC Fire, the Community Risk Reduction Division (CRR) was located in leased office space at 1900 O'Farrell in San Mateo. Due to budget constraints, partially brought on by the pandemic, in 2021 the Fire Prevention portion of CRR was relocated to the current SMC Fire administrative offices in Foster City and the OES portion of CRR was relocated to a shared space within the San Mateo Public Works offices. Though the CRR budget issues have been corrected, Prevention remains housed at the 1040 Hillsdale location along with the SMC Fire administrative offices, and OES remains with San Mateo Public Works.

Following a request for quotes and descriptions of services from multiple vendors, Dan Matteucci of Newmark Real Estate Consulting Group was selected to assist with identifying available locations and negotiating lease options.

## **ANALYSIS**

The current administrative and CRR offices for SMC Fire are significantly undersized and there is no additional space available at the current location. The current space, adjacent to the Foster City City Hall, was designed to support a single station fire department with fewer than 10 administrative employees serving a community with a population of approximately 30,000 residents. Currently, SMC



Fire supports a 9-station fire department with 26 administrative employees serving a combined population of over 165,000.

Though the current location was a good starting point for SMC Fire, the office space is significantly smaller than what is required to meet the needs of the Department. In the current location there are not enough offices for all employees assigned there. Fire inspectors are often required to do their work on laptop computers while standing at the front counter. The closed-door offices are an additional issue as there are not enough of them. This requires the borrowing of closed-door offices for sensitive conversations or meetings requiring privacy. Additionally, there is no room for OES Division employees, leaving them housed at a separate location with San Mateo Public Works.

The need to identify a more suitable space for SMC Fire Administration was identified in the Standards of Cover and Community Risk Assessment done in 2022 and has been listed as a priority in the Strategic Plan for the last 3 years. Staff have been assessing options to resolve the issue over the past few years, and though purchasing a stand-alone building would be optimal, that option is well beyond the current means of the organization. That leaves leasing as the recommended option to resolve the current office space limitations. In anticipation of leasing office space, accommodations have been made to offset budgetary impacts. These offsets include building office space costs into the fee schedule that goes into effect January of 2025, as well as appropriately building in administrative charges to CRR that will offset the impacts of lease costs to the general fund.

Additionally, timing is optimal for moving into a long-term lease, as current rates are exceptionally low, and property managers are highly motivated to make accommodations. The recommended lease includes build-out of closed-door offices, most office furnishings, 3% cap on annual increases to the cost per square foot and the first 6 months' rent free. The lessor made an additional accommodation by phasing in the cost of the total square footage over the first 5 years of the lease, given the space available is 1000 square feet larger than requested. For future consideration, should it become desirable, the recommended lease provides enough space to house the 5 members of our Training Division and a classroom that are currently located in a leased modular building at the drill ground.

Having all administrative personnel in one location will provide significant improvements in oversight, collaboration, and the ability to cross staff common positions. Other benefits of the recommended lease space include a conference center, workout facilities, a more centralized location, and room for growth.

Additional annual savings that will offset a portion of the lease cost include the following:

Cleaning services	\$10,511
Utilities	\$21,433
Conference Facility	\$2,000
<b>Total</b>	<b>\$33,944</b>

Though the landlord is providing most of the required office furniture and covering the Tenant Improvements (T/I), including the build out of 3 additional closed-door offices and construction of a large reception counter, there are anticipated one-time relocation costs. Those costs include the following:

Cubicle walls	\$60,000
Closed-door office furniture x4	\$10,000
Electrical, IT, and Radio	\$20,000
Miscellaneous costs (branding, signage, etc.)	\$3,000
<b>Total</b>	<b>\$93,000</b>

The recommended 66-month lease includes a phased-in approach for the square footage with assumed 3% annual increases in the cost per square foot breaks down as follows:

<b>Months</b>	<b>Square Footage</b>	<b>Rent/SF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
Months 1-12*	6,500	\$3.00	\$19,500.00	\$117,000.00
Months 13-24	6,500	\$3.09	\$20,085.00	\$241,020.00
Months 25-36	6,500	\$3.18	\$20,687.55	\$248,250.60
Months 37-48	7,000	\$3.28	\$22,947.27	\$275,367.20
Months 49-60	7,577	\$3.38	\$25,583.94	\$307,007.29
Months 61-66	7,577	\$3.48	\$26,351.46	\$158,108.75
<b>Total 66 Month Rent Obligation</b>				<b>\$1,346,753.85</b>

\* (First 6 months free)

Note – A proportionate share of building operational cost adjustments will be billed at an estimated \$10,000 annually. This billing will not start until calendar year 2026.

SMC Staff and Legal Counsel are discussing the remaining terms of a lease with the landlord.

### **ALTERNATIVES**

1. Recommended Option – Though this option has associated new costs, the costs are offset by new revenue and will not require additional member agency contributions. Additionally, this option provides the following:
  - a. Resolves overcrowding issue associated with current office space
  - b. Improved collaboration across all Divisions
  - c. Provides appropriate closed door office space for management employees
  - d. Provides adequate conference room space for larger meetings and training
  - e. More centrally located for quicker access to all districts for emergency response
  
2. Status quo – This option has no cost associated with it, but it does not resolve the current overcrowding problem and associated issues, such as:
  - a. Substandard work environment for most administrative employees related to noise and space issues
  - b. Lack of collaboration and oversight with OES Division
  - c. Lack of appropriate closed door office space for management employees
  
3. Lease smaller space for CRR – This option would be similar to the recommended option with some reduction in cost, and though it would resolve the current overcrowding issue, it would perpetuate a lack of collaboration between CRR, Operations and Administration Divisions increasing employee costs and offsetting any savings. Separate office locations also create significant challenges with oversight for Managers and Division Heads.

### **FISCAL IMPACT**

The new lease costs will be split equally (50/50) between the General Fund and the Fire and Life Safety Fund. With an expected move-in date around March-April 2025 and a six-month rent-free period, the department won't incur any lease costs in Fiscal Year 2024-25.

The rent-free period results in approximately \$117,000 in savings, which can be used toward the one-time relocation expenses (\$93,000) and the security deposit (\$25,610.26).

For the Fire and Life Safety Fund, the new Fee Schedule factors in an increase to cover the new lease as well as the fund's new contribution to the General Fund for its share of the administrative costs. The increase in revenue from the new Fee Schedule is projected to offset the new lease costs allocated to the Fire and Life Safety Fund.

For the General Fund, the administrative cost contribution from the Fire and Life Safety Fund will offset the General Fund's portion of the lease, ensuring no additional budget impact.

If approved, the proposed lease agreement will be factored into future budget planning for both funds as well as the fee schedule.

SMC Fire pays no broker fees for the recommended lease option

**ATTACHMENTS**

- A. Resolution
- B. Lease Proposal

**RESOLUTION NO. RES-2024-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING THE FIRE CHIEF TO APPROVE A LEASE AGREEMENT WITH EL CAMINO REAL ACQUISITION CO., LLC FOR A TERM OF 66-MONTHS FOR OFFICE SPACE AT 2121 EL CAMINO REAL, SUITE B100, SAN MATEO**

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WHEREAS, the current administrative and CRR offices for SMC Fire are significantly undersized and there is no additional space available at the current location; and,

WHEREAS, the need to identify a more suitable space for SMC Fire Administration was identified in the Standards of Cover and Community Risk Assessment done in 2022 and has been listed as a priority in the Strategic Plan for the last 3 years; and,

WHEREAS, having all administrative personnel in one location will provide significant improvements in oversight, collaboration, and the ability to cross staff common positions; and,

WHEREAS, anticipated one-time relocation costs include a security deposit, cubicle walls, closed-door office furniture, electrical, IT, radio and miscellaneous expenses such as branding and signage.

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

1. Authorize the Fire Chief to approve a lease agreement with El Camino Real Acquisition Co., LLC for a term of 66-months for office space at 2121 El Camino Real, Suite B100, San Mateo and take such other incidental and/or necessary actions to facilitate the purposes of this Resolution, including but not limited to actions associated with relocating SMC Fire personnel and equipment to the leased premises.

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PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 4<sup>th</sup> day of December, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel

# 21 S. EL CAMINO REAL 21



Proposal to Lease



October 7, 2024

Newmark  
VIA Email

**Re: Proposal to Lease**  
**2121 S. El Camino Real, San Mateo, California**

Landlord Redline Response to Landlord Counter Proposal dated September 23, 2024.

<b>TENANT</b>	San Mateo Consolidated Fire Department
<b>LANDLORD</b>	RREF III-P TOWER PLAZA, LLC
<b>PREMISES</b>	Approximately 7,577 rentable square feet (RSF) located on the first floor of Building B, referred to as B100 ("Premises").
<b>LEASE COMMENCEMENT DATE</b>	The lease shall commence on March 1, 2025.
<b>LEASE TERM</b>	Sixty-six (66) months commencing on Lease Commencement Date.
<b>EARLY ACCESS</b>	Tenant, its contractors, subcontractors and agents shall have rent free early access to the Premises four (4) weeks prior to substantial completion of tenant improvements as long as such early access does not materially affect construction of tenant improvements ("Early Access"). Tenant's Early Access shall be for the purpose of installing furniture, fixtures and equipment ("FF&E"), telephone, computer cabling, and any other work necessary for Tenant to conduct its business in the Premises.
<b>USE</b>	General office.
<b>BASE RENT</b>	The base rental rate for the Premises shall be \$3.00 Full Service per rentable square foot per month. Base Rent shall increase annually by 3% commencing on the 13 <sup>th</sup> month of the Lease Term.
<b>BASE RENT ABATEMENT</b>	Base Rent for the first six (6) months of the Lease Term shall be abated.
<b>BASE YEAR/ ADDITIONAL RENT</b>	In addition to Base Rent, Tenant will be responsible for paying Tenant's proportionate share of any increase in the Building's operating expenses and tax expenses (collectively "Additional Rent") in excess of those expenses incurred during the Base Year. The Base Year shall be the 2025 calendar year ("Base Year").

<b>LANDLORD IMPROVEMENTS</b>	Landlord, at Landlord's sole cost and expense, shall provide the following Turn-Key improvements prior to Delivery: <ul style="list-style-type: none"><li>a. Create a new 12' long reception desk located at the front of the space shown in Exhibit A. This desk will serve as the welcome desk and over the counter paperwork desk. It will need to include a lower ADA accessible portion as well.</li><li>b. Add three (3) additional offices.</li></ul>
<b>OPTION TO RENEW</b>	Landlord shall provide to Tenant one (1) five (5) year Option to Renew at 95% of the then prevailing Fair Market Rent.
<b>TEST FIT</b>	Landlord shall provide one (1) test fit showing the location of the new improvements and the open space filled with 6'x6' cubicles. Tenant requires at least 18 cubicles in the space.
<b>PHASE-IN</b>	Tenant shall pay on 6,500 SF of the space for the initial thirty-six (36) months of the lease. Beginning Month 37, Tenant shall pay on 7,000 SF through Month 48. Beginning Month 49, Tenant shall pay on the full 7,577 SF through the Lease Expiration.
<b>SECURITY DEPOSIT AND FIRST MONTH'S BASE RENT</b>	Upon lease execution, Tenant shall provide first month's payable Base Rent and a Security Deposit. The Security Deposit amount shall be subject to Landlord's review of Tenant financial statements.
<b>SIGNAGE</b>	Landlord, at Tenant's cost, shall install Building standard lobby and entrance signage.
<b>SUBLEASING/ASSIGNMENT</b>	Tenant shall have the right to sublease/assign all or any portion of the Premises during the Lease Term to a qualified tenant or tenants, subject to Landlord's approval, which shall not be unreasonably withheld or delayed. Any profits generated by said subleasing or assignment shall be allotted 50%/50% between Landlord and Tenant, after Tenant recovers reasonable costs associated with subleasing.
<b>ACCESS</b>	Tenant shall have access to the Building and Premises, seven (7) days a week, twenty-four (24) hours per day.
<b>DATA</b>	Building is currently served by AT&T, Comcast and WiLine for internet service.
<b>PARKING</b>	Landlord shall provide Tenant with free parking at a ratio of three point zero (3.0) per 1,000 square feet leased during the initial Lease Term.
<b>BROKERAGE REPRESENTATION</b>	Tenant and Landlord are represented by Cornish & Carey Commercial dba Newmark Knight Frank and both parties consent thereto. Landlord shall pay commission per a separate



agreement.

The parties to this proposal agree that this proposal only describes some of the important terms of a lease that the parties may elect to enter into, and that the parties have not agreed on all of the important terms and conditions of the lease. The parties agree that this proposal does not constitute a binding agreement, and that the parties will only be bound by an agreement if and when a final written lease agreement acceptable to both parties is executed and delivered by both parties. All of the terms and conditions of the final Lease agreement shall be acceptable to both parties in each of their sole and absolute discretions.

Should we be in agreement with the basic terms, we ask that you please sign and return one (1) copy of this letter to our office and we will prepare a lease agreement draft for your review and comment. It is understood that the lease, when signed by both parties, will be the only legally binding document between Landlord and Tenant.

The economics outlined in this proposal will remain confidential (by both parties) and in effect through September 24, 2024.

On behalf of RREF III-P TOWER PLAZA, LLC, we would like to express our desire to have San Mateo Consolidated Fire Department at 2121 S. El Camino Real. Please call us if you have any questions concerning this proposal.

Yours sincerely,



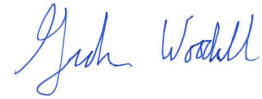
**Sarah Bohannon**  
Managing Director  
CA RE License #01940402

[Sarah.Bohannon@nrmk.com](mailto:Sarah.Bohannon@nrmk.com)  
t 650-722-1368



**Josh Rowell**  
Executive Vice President  
CA RE License #01236434

[Josh.Rowell@nrmk.com](mailto:Josh.Rowell@nrmk.com)  
t 415-516-1266



**Graham Woodall**  
Executive Managing Director  
CA RE License #01396445

[Graham.Woodall@nrmk.com](mailto:Graham.Woodall@nrmk.com)  
t 415-786-0284

Agreed and Accepted:

**Tenant: SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

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

NOTICE TO LANDLORD AND TENANT: CORNISH & CAREY COMMERCIAL DBA NEWMARK KNIGHT FRANK, BROKER, IS NOT AUTHORIZED TO GIVE LEGAL OR TAX ADVICE. NO REPRESENTATION OR RECOMMENDATION IS MADE BY CORNISH & CAREY COMMERCIAL DBA NEWMARK KNIGHT FRANK, OR ITS AGENTS OR EMPLOYEES, AS TO THE LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR ANY TRANSACTION RELATED THERETO, SINCE THESE ARE MATTERS WHICH SHOULD BE DISCUSSED WITH YOUR ATTORNEY.

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS**

(As required by the California Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

**To the Seller:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

**To the Buyer and the Seller:**

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

**To the Buyer:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

**To the Buyer and the Seller:**

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations **to both the Seller and the Buyer:**

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

**SELLER AND BUYER RESPONSIBILITIES**

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

**This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the California Civil Code contained on the following page. Read it carefully.**

**I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CALIFORNIA CIVIL CODE ON THE FOLLOWING PAGE.**

RREF III-P TOWER PLAZA, LLC

BUYER

SELLER

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

\_\_\_\_\_ Date

Its: \_\_\_\_\_

Agent: **Cornish & Carey Commercial dba Newmark Knight Frank**

BRE License Number  
00832933

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

*Josh Rowell*  
Josh Rowell  
Salesperson or Broker-Associate

BRE License Number  
01236434

September 12, 2024

\_\_\_\_\_ Date

**CALIFORNIA CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24**

(Section 2079.16 appears in the form above)

**2079.13.** As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.17** (a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

1. DO NOT SIGN OR COMPLETE THIS SECTION – EXAMPLE ONLY

\_\_\_\_\_  
(Name of Seller's Agent, Brokerage firm, and license number)

- is the broker of (check one):  
 the seller; or  
 both the buyer and seller (dual agent).
- is the agent of (check one):  
 the Seller's Agent (salesperson and broker associate)  
 is both the Buyer's and Seller Agent (dual agent).

\_\_\_\_\_  
Name of Seller's Agent and license number

- is the broker of (check one):  
 the buyer; or  
 both the buyer and seller (dual agent).

\_\_\_\_\_  
(Name of Buyer's Agent, Brokerage firm, and license number)

- is the agent of (check one):  
 the Buyer's Agent (salesperson and broker associate)  
 is both the Buyer's and Seller Agent (dual agent).

\_\_\_\_\_  
Name of Buyer's Agent and license number

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18. Repealed**

**2079.19.** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20.** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21.** (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22.** Nothing in this article precludes a listing agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

**2079.23.** (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

**2079.24.** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

**CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS**

The real estate relationships described below are hereby confirmed, as of September 12, 2024, in connection with the following:

The purchase and sale of the real property located at \_\_\_\_\_, California

The lease of the real property located at 2121 El Camino Real, Suite B100, San Mateo, California

The sublease of the real property located at \_\_\_\_\_, California

**Name of Listing Agent (Agent for Seller):**

Cornish & Carey Commercial dba Newmark Knight Frank  
Sarah Bohannon, Josh Rowell and Graham Woodall

is the agent of (check one):

- the seller exclusively; or
- both the buyer and seller.

**Name of Selling Agent (Agent for Buyer):**

Cornish & Carey Commercial dba Newmark Knight Frank  
Dan Matteucci

is the agent of (check one):

- the buyer exclusively; or
- the seller exclusively, or
- both the buyer and seller.

**I/WE ACKNOWLEDGE RECEIPT OF THE FOREGOING AND HEREBY CONFIRM AND CONSENT TO THE SAME.**

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

BUYER       SELLER

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

\_\_\_\_\_  
Date

Its: \_\_\_\_\_

**RREF III-P TOWER PLAZA, LLC**

BUYER       SELLER

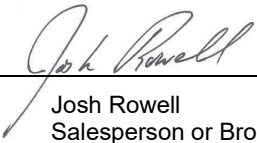
By: \_\_\_\_\_

\_\_\_\_\_  
Date

Its: \_\_\_\_\_

Agent: **Cornish & Carey Commercial dba  
Newmark Knight Frank**

BRE License Number  
00832933

By:   
Josh Rowell  
Salesperson or Broker-Associate

BRE License Number  
01236434

September 12, 2024  
Date



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** December 4, 2024

**Subject:** Logistic Facility Lease Agreement

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## **RECOMMENDATION**

Adopt a resolution authorizing the Fire Chief to approve a lease agreement with Finney Properties for a term of 84-months for office space at 35 Karen Road in Belmont.

## **BACKGROUND**

With the commencement of SMC Fire's operations in 2019, staff identified the need for a common location for storage of supplies, equipment, and other items necessary to efficiently meet the needs of the newly consolidated fire department. Prior to consolidation, equipment and supplies were stored in various locations throughout what are now SMC's three member agencies (the cities of San Mateo, Foster City, and Belmont).

Consolidation of the three agencies has paved the way for many efficiencies, such as economies of scale, logistical improvements, enhanced operational coordination, and other benefits. However, Staff has noted that the prior three-agency model created logistical challenges with tracking inventories, distribution, and budgeting. The increased volume of supplies and equipment needed to accommodate an operation the size of SMC Fire was also problematic – for example, storage rooms, closets and apparatus bays that were previously used to support the individual agencies were no longer large enough to handle the increased inventory of the three combined agencies.

In 2020, with the opening of the new Fire Station 25, the former Station 25 was repurposed to become a storage facility that was secure and could handle the majority of the Department's logistical needs. Though the City of San Mateo provided the old station for SMC Fire to use for storage, it was made clear that it was a temporary fix, and another location would eventually be needed. In September of 2024, SMC Fire was informed that in January of 2025, the San Mateo Police Department will be moving into the old fire station to support their operations, prompting the need for SMC Fire to find a new location to support its storage needs. The minimum amount of space needed to support the logistical needs for SMC Fire is approximately 2,000 square feet.

In addition to warehousing of supplies and equipment, SMC Fire also needs a location to store reserve apparatus and to support mechanical work on its fleet. With the recent implementation of the in-house fleet maintenance program, the department can now do small repairs and maintenance remotely but has a need for a facility where larger and more complex repairs can be made. When the fleet maintenance program was started, the intent was to continue using our local apparatus repair vendor

(Bus and Equipment) for more complex repairs. Unfortunately, Bus and Equipment went out of business last month leaving us with no local vendors for apparatus repair and maintenance. As we now have in-house repair capability, we are now in need of a facility that will allow for more complex apparatus repairs and maintenance than we are currently able to facilitate.

Following a request for quotes and descriptions of services from multiple vendors, Dan Matteucci of Newmark Real Estate Consulting Group was selected to assist with identifying available locations and negotiating lease options.

### **ANALYSIS**

With old Fire Station 25 no longer being an option for SMC Fire's storage needs, a new facility is required. A secure location where inventories can be monitored, and deliveries can be made, is essential to maintaining the logistical needs of the department. A facility large enough to handle bulk purchases of commonly used items reduces operational costs and minimizes delays when needs arise. The storage needs for SMC Fire are diverse, and include, among other things, following:

- Paper goods such as paper towels and toilet paper
- Cleaning supplies
- Emergency medical supplies
- Tires
- Apparatus parts
- Hose
- Ladders
- Firefighting tools
- Personal Protective Equipment (PPE)
- Training props and equipment
- Absorbent
- Firefighting foam
- Reserve apparatus
- Reserve light duty vehicles
- Project staging

Additionally, with the loss of the only established local vendor capable of providing repair and maintenance services for our apparatus fleet, the need to provide increased repair services in-house has escalated the need for a facility. Without the ability to perform repairs beyond what can be done with our current mobile repair unit in a fire station apparatus bay, we will be sending apparatus to established repair facilities outside the Bay Area and as far as Sacramento. In addition to the vendor cost of the repairs and maintenance, overtime costs to have Firefighters certified to drive our apparatus will be incurred to get the vehicles to and from these distant locations.

To minimize the vendor and overtime costs associated with apparatus repair by remote vendors and to improve efficiencies by having control over the apparatus repair schedule and timeline, a local facility for SMC Fire to use for repair of its apparatus is needed. Such a facility should also be large enough to handle the department's storage needs for supplies, equipment, and reserve apparatus. The purchase of such a facility is well beyond the reach of the current budget and the three member agencies are not capable of providing such a facility. While we currently use a fire station apparatus bay for small repairs and maintenance, this was never intended to be a long-term solution, as it provides limited space, and interferes with day-to-day station operations. This leaves leasing of a facility as our best current option.

The plan for the apparatus maintenance program includes the current cost recovery model of having the ability to do basic maintenance and repairs on the department's apparatus. The current request addresses the next phase of the plan, which includes the addition of a facility where larger and more complex repairs can be added to the program's capabilities. For future consideration, the final phase of the plan would be to offer repair and maintenance services to other departments, generating revenue to reduce and offset overall program costs.

The immediate situation created by the need to replace SMC Fire's primary storage facility, the loss of the sole local apparatus repair vendor, and the favorable commercial lease options currently available, have all created an opportunity to meet multiple goals as defined in the strategic plan, and recommendations of the 2022 Standards of Cover and Community Risk Assessment with a single action.

Additionally, timing is optimal for moving into a long-term lease, as current rates are exceptionally low, and property managers are highly motivated to make accommodations. The recommended lease includes 3 months of free rent, 3% cap on annual increases to the cost per square foot and an 84-month term. The lessor made additional accommodation by reducing the cost per square foot from \$2.21 to \$1.80 for 6000 square feet and \$1.00 per square foot for the remaining 1000 square feet.

**ALTERNATIVES**

1. Recommended Option - Lease 35 Karen Road in Belmont for apparatus repair and maintenance as well as storage of SMC Fire's supplies, equipment, and reserve apparatus – Estimated annual budget impact of \$50,000 to \$100,000 after offset of inhouse apparatus repairs.

<b>Months</b>	<b>Warehouse Square Footage</b>	<b>Rent/SF</b>	<b>Storage Shed Square Footage</b>	<b>Rent/SF</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>
Months 1-12*	6,000	\$1.80	1,000	\$1.00	\$11,800.00	\$118,000.00
Months 13-24	6,000	\$1.85	1,000	\$1.03	\$12,154.00	\$145,848.00
Months 25-36	6,000	\$1.91	1,000	\$1.06	\$12,518.62	\$150,223.44
Months 37-48**	6,000	\$1.97	1,000	\$1.09	\$12,894.18	\$141,835.96
Months 49-60	6,000	\$2.03	1,000	\$1.13	\$13,281.00	\$159,372.05
Months 61-72	6,000	\$2.09	1,000	\$1.16	\$13,679.43	\$164,153.21
Months 73-84	6,000	\$2.15	1,000	\$1.19	\$14,089.82	\$169,077.81
<b>Total Base Rent Obligation</b>						<b>\$1,048,510.47</b>

*\*(First 2 months free); \*\* (Month 37 free)*

2. Lease multiple public storage spaces with enough space for SMC Fire's supplies and equipment only. Larger apparatus repairs will continue to be sent to outside vendors and reserve apparatus will continue to be stored outside. Estimated budget impact of \$68,400 for storage space plus the continued cost of outside vendor repair and transport of apparatus.

**FISCAL IMPACT**

Based on the recommended lease option, the additional annual costs associated with leasing and operating a storage and repair facility are estimated at \$142,000 to \$193,000 annually. This includes an annual lease cost of \$118,000 to \$169,077 (detailed the table above), and approximately \$24,000 for utilities.

For Fiscal Year 2024-25, these costs (\$62,000 for 4 months lease and 6 months utilities) will be covered by funds currently allocated to the Facilities and Apparatus Maintenance budgets in the General Fund. As such, no budget amendment is required for FY 2024-25.

Starting in Fiscal Year 2025-26, the department anticipates that in-house apparatus repairs and the reduction in transport costs to outside vendors, will reduce General Fund expenses by \$100,000 to \$125,000 per year. The remaining \$48,000 to \$73,000 required will be funded by the General Fund and become an ongoing expenditure for future budgets.

SMC Fire pays no broker fees for the recommended lease option.

**ATTACHMENTS**

- A. Resolution
- B. Lease Proposal



**RESOLUTION NO. RES-2024-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING THE FIRE CHIEF TO APPROVE A LEASE AGREEMENT WITH FINNEY PROPERTIES FOR A TERM OF 84-MONTHS FOR WAREHOUSE SPACE AT 35 KAREN ROAD IN BELMONT, CALIFORNIA**

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WHEREAS, with the commencement of operations of San Mateo Consolidated Fire Department (SMC) in 2019, the need was identified for a common location for storage of the supplies, equipment, and other items necessary; and,

WHEREAS, in 2020, with the opening of the new Fire Station 25, the former station 25 was repurposed for storage and logistical needs; and,

WHEREAS, the San Mateo Police Department will be moving into the old fire station to support their operation, prompting the need for SMC Fire to find a new location by January 2025; and,

WHEREAS, in addition to warehousing of supplies and equipment, SMC Fire also needs a location to store reserve apparatus and to support mechanical work on its fleet; and,

WHEREAS, the recommended option is to lease a space for apparatus repair and maintenance as well as storage of department supplies, equipment and reserve apparatus.

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

1. Authorize the Fire Chief to approve a lease agreement with Finny Properties for a term of 84-months for warehouse and apparatus repair space at 35 Karen Road, Belmont and take such other incidental and/or necessary actions to facilitate the purposes of this Resolution, including but not limited to actions associated with relocating SMC Fire personnel and equipment to the leased premises.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 4<sup>th</sup> day of December, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

---

Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel

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2950 South Delaware Street, Suite 125  
San Mateo, CA 94403  
T 650.341.5800  
[www.nmrk.com](http://www.nmrk.com)

November 20, 2024

Mr. Christopher Hopkins  
**Westmont**  
100 Harbor Blvd  
Belmont, CA 94002  
**Sent Via Email**

**Re: San Mateo Consolidated Fire Department | Proposal to Lease 35 Karen Road, Belmont, CA**

Mr. Hopkins,

On behalf of my client, San Mateo Consolidated Fire Department, I am pleased to submit the following proposal to lease 35 Karen Road, Belmont, CA.

The San Mateo Consolidated Fire Department is committed to serving the residents of Belmont, Foster City, and San Mateo. SMC Fire has 9 fire stations strategically located throughout these cities. In addition to responding to fire, medical, and other emergencies, SMC Fire is an active member of the communities in which they serve hosting annual holiday toy drives, Chili Cook-offs, and open houses.

- Parties**  
**Tenant:** San Mateo Consolidated Fire Department  
**Landlord:** Finney Properties
- Premises:** 35 Karen Road (North half + storage shed of Bus & Equipment Building). +/- 7,000 SF of Warehouse and storage space.
- Lease Commencement Date:** Lease shall commence on January 1, 2025
- Early Access:** Following delivery of the Premises, Tenant and its contractors, subcontractors, agents, etc. shall be permitted to enter the Premises thirty (30) days prior to the Lease Commencement Date with no obligation to pay the Base Rental Rate, any portion of the Operating Expenses or any other costs or expenses, for the purpose of improvements, installing furniture, fixtures, equipment, etc.
- Term:** Eighty-Four (84) months
- Access:** Tenant shall have access to the Premises 24 hours a day 7 days a week.
- Rental Rate:** Monthly Base Rent for the 6,000 SF Warehouse shall be \$1.80/sf Industrial Gross. Monthly Base Rent for the 1,000 SF Warehouse shall be \$1.00/sf Industrial Gross. Total Monthly Base Rent for Year 1 shall be \$11,800.00 Industrial Gross. Base Rent shall increase annually by 3% commencing on the 13<sup>th</sup> month and each year thereafter per the rent schedule below:

<u>Months</u>	<u>Warehouse 6k SF</u>	<u>Rent/SF (IG)</u>	<u>Storage Shed 1k SF</u>	<u>Rent/SF (IG)</u>	<u>Monthly Gross Rent</u>	<u>Annual Rent</u>
Months 1-12	6,000	\$1.80	1000	\$1.00	\$11,800.00	\$118,000.00 *** (First 2 months f
Months 13-24	6,000	\$1.85	1000	\$1.03	\$12,154.00	\$145,848.00
Months 25-36	6,000	\$1.91	1000	\$1.06	\$12,518.62	\$150,223.44
Months 37-48	6,000	\$1.97	1000	\$1.09	\$12,894.18	\$141,835.96 *** (Month 37 free)
Months 49-60	6,000	\$2.03	1000	\$1.13	\$13,261.00	\$159,372.05
Months 61-72	6,000	\$2.09	1000	\$1.16	\$13,679.43	\$164,153.21
Months 73-84	6,000	\$2.15	1000	\$1.19	\$14,089.82	\$169,077.81

Please described what additional monthly costs the Tenant is responsible for in addition to Industrial Gross Base Rent.

8. **Permitted Use:** Tenant shall use and occupy the premises to park fire engines and department vehicles, service and maintenance of these vehicles and storage of equipment.
9. **Rent Abatement:** The first two (2) months and month thirty-seven (37) of Base Rent shall be abated for a total of 3 months abated per rent schedule above.
10. **Landlord Improvements:** Landlord at Landlord's sole cost and expense shall provide the following improvements prior to Delivery:
  - a. Seal the opening in the warehouse wall to separate this unit from the south unit.
  - b. Clear out and Broom sweep the premises
11. **Security Deposit:** Shall be equal to the 1<sup>st</sup> month's base rent.
12. **Warranties:** Landlord warrants that all of the Building's mechanical, electrical, roll up doors, and plumbing systems, ("Building Systems") will be in "good working order and repair" upon turn-over of the Premises to Tenant. Landlord shall be responsible for any costs to bring the Building Systems up to "good working order and repair" prior to occupancy.
13. **Assignment and Subletting:** Tenant shall have the right to assign or sublet all or part of its premises with Landlord's consent, which shall not be unreasonably withheld or delayed. Tenant shall have the right to assign or sublease to affiliates, subsidiaries or strategic partners without Landlord's consent so long as Tenant shall remain primarily responsible for the financial obligation contemplated. Tenant shall be entitled to a 50/50 profit split with Landlord after deducting reasonable legal resulting from a sublease. Landlord shall not have the right to re-capture space, to control or set the amount of the sublease rent or to set any other conditions that may serve to inhibit Tenant's ability to sublease or assign all or a portion of its premises.
14. **Parking:** All of the associated parking with the building on the north lot.
15. **Security System:** Tenant, at Tenant's sole cost, shall have the right to install a Security System, including access panels, readers and cameras, for both Premises, subject to Landlord's approval (not to be unreasonably withheld, conditioned or delayed).

16. **Hazardous Materials:** Please confirm that Landlord shall warrant and represent that to the best of its knowledge the Premises are free from the presence of any Hazardous Materials and that the Building is not in violation of any current regulations regarding Hazardous Materials. In the event it is determined that any Hazardous Materials exist within the Premises, same shall be removed by Landlord at its sole cost and expense prior to delivering possession of the Premises to Tenant.
17. **Brokerage:** The Parties acknowledge that Cornish & Carey Commercial dba Newmark Knight Frank is representing the Tenant and Christopher Hopkins represents the Landlord. The Landlord shall pay the real estate commission for this transaction and shall pay Newmark a full market procuring commission equal to 4% of the total gross rent consideration.
18. **Acknowledgement:** The Parties acknowledge receipt of the attached Broker disclosure forms (Sales/Lease of Americans with Disabilities Act, Hazardous Materials, and Tax Disclosure and Information About Brokerage Services).

Sincerely,



**Dan Matteucci**  
Executive Managing Director  
CA RE License #01848064

[Dan.Matteucci@nmrk.com](mailto:Dan.Matteucci@nmrk.com)  
T 650-358-5276

Agreed and Accepted:

**Tenant:** SAN MATEO CONSOLIDATED FIRE DEPARTMENT

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

Date: \_\_\_\_\_

**Landlord:** FINNEY PROPERTIES

By: Christopher Hopkins  
Agent

Date: 11/20/24

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November 20, 2024  
San Mateo Consolidated Fire Department

NOTICE TO LANDLORD AND TENANT: CORNISH & CAREY COMMERCIAL DBA NEWMARK KNIGHT FRANK, BROKER, IS NOT AUTHORIZED TO GIVE LEGAL OR TAX ADVICE. NO REPRESENTATION OR RECOMMENDATION IS MADE BY CORNISH & CAREY COMMERCIAL DBA NEWMARK KNIGHT FRANK, OR ITS AGENTS OR EMPLOYEES, AS TO THE LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR ANY TRANSACTION RELATED THERETO, SINCE THESE ARE MATTERS WHICH SHOULD BE DISCUSSED WITH YOUR ATTORNEY.

**NEWMARK**

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# STAFF REPORT

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

**From:** William D. Ross, General Counsel

**Meeting Date:** December 4, 2024

**Subject:** Revised Salary Schedule for Fire Chief

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## **RECOMMENDATION**

Adopt a resolution approving a revised salary schedule to reflect a 4% increase in the Fire Chief's base salary and a corresponding 4% reduction in the Fire Chief's Management Incentive pay, resulting no net change in compensation.

## **BACKGROUND**

In anticipation of the current Fire Chief's retirement later this year, in February 2024, CalPERS undertook a review of SMC Fire's April 12, 2023 Compensation and Benefits Plan for the Fire Chief, Deputy Fire Chiefs, and Business Manager (Compensation Plan). The Compensation Plan sets forth the wages, hours, and other terms and conditions of employment for the Fire Chief, Deputy Fire Chiefs and Business Manager, including provisions for the payment of certain items of compensation in addition to base salary, such as educational incentive pay, hazardous materials educational incentive pay, management incentive pay, and uniform allowances. These pay items are articulated in Section 4 (Special Pay and Allowances) of the Compensation Plan.

CalPERS staff indicated that certain incentive and other payments provided in addition to base salary (referred to by CalPERS as "special compensation"), as well as SMC Fire's special compensation reporting, needed to be revised to comply with CalPERS' statutes and regulations regarding reportable compensation.

SMC Fire's legal counsel and HR Staff engaged with CalPERS staff to resolve any potential issues. Consistent with direction given by CalPERS during its review of the Compensation Plan, on November 19, 2024, the Board adopted Resolution No. 2024-025, which approved a revised and restated Compensation Plan that incorporated suggested edits by CalPERS.

## **ANALYSIS**

General Counsel and SMC Fire Human Resources Staff prepared a restated version of the Compensation Plan, with revisions recommended by CalPERS staff to ensure that the special compensation items described therein comply with the statutory and regulatory requirements applicable to compensation reported to CalPERS for employees' retirement benefit purposes. These items included education incentive pay (and "haz-mat" educational incentive pay), management incentive pay and uniform allowances.

CalPERS also notified SMC Fire that the percentage of Management Incentive Pay reported to CalPERS for the Fire Chief and Deputy Chiefs must be the same rate, since those positions are all classified as safety members belonging to the same "group or class" of employees. Accordingly, the revised Compensation Plan approved by the Board last month adjusted the Management Incentive Pay for the Fire Chief and Deputy Chief positions to be the same 6% rate; the prior version of the Compensation Plan provided that the Fire Chief and Deputy Chief positions would receive 10% and 6% Management Incentive Pay, respectively.

Those issues were addressed at last month's Board meeting, via the adoption of Resolution No. 2024-025, which implemented the following revisions based on CalPERS' input:

1. Encapsulating the relevant rates, conditions, and eligibility of incentive pay, uniform allowance, and other benefits and special compensation within a single document, instead of referencing separate materials;
2. Recategorizing the Haz-Mat Pay provided to the Chief Haz-Mat Officer as Educational Incentive Pay, without changing the existing rate of pay;
3. Establishing the same Management Incentive Pay rate for the Fire Chief and Deputy Chiefs; and
4. Providing a description of the existing review procedure for Human Resources Staff to evaluate and confirm the validity and appropriateness of the certifications, training, and/or educational courses that form the basis for educational incentive pay.

Because the modification of the Fire Chief's Management Incentive Pay from 10% to 6% (a reduction of 4%) would have the unintended consequence of reducing the net pay provided to the Fire Chief below what the Board intended, Resolution 2024-25 provided that the Board would take action to consider and implement an equivalent offset to the base pay, so that the amount of aggregate compensation for the position would remain unaltered.

The proposed Resolution that is now before the Board would, if approved, implement an increase to the Fire Chief's *base pay* by retroactively increasing it by 4%, which would account for the corresponding 4% reduction in Management Incentive Pay resulting from Resolution 2024-25. That change will be retroactive to December 10, 2023 (the effective date of Board Resolution 2023-031, which increased the Fire Chief's Management Incentive Pay from 6% to 10%).

These adjustments are consistent with the intent and direction given by the Board in prior public meetings. For example:

1. In July 2023, the SMC Fire began discussing the issue of "salary compaction," between various SMC Fire leadership positions, which if unaddressed could disincentivize employees or candidates to seek promotion and take on additional responsibilities. In October 2023, SMC Fire staff completed a compensation salary survey comparing twelve (12) similar Bay Area fire agencies.
2. On December 4, 2023, based on the salary survey, the Board approved compensation adjustments to address the "compaction" issue between certain positions, including the



Deputy Chiefs and the Fire Chief positions. In addition to the salary survey, a PowerPoint presentation was included in the public meeting materials supporting the need for the action. Based on that information, for succession planning and to encourage promotion, the SMC Fire determined that compaction for the positions of the Fire Chief and Deputy Chiefs should be in the 10 to 15% range. Accordingly, at the December 2023 meeting, the Board approved increasing the Fire Chief's Management Incentive Pay from 6% to 10% to address the salary compaction issue.

As requested by CalPERS, the effective date of the revisions to the Compensation Plan will be retroactive to December 4, 2023 (i.e., the date in which the Board increased the Fire Chief's Management Incentive Pay from 6% to 10%). Accordingly, there will be no net change in the compensation that was intended by the Board when adopting Resolution 2023-031 in December 2023.

If approved by the Board, the proposed resolution adjusting the Fire Chief's base salary and supporting materials will be forwarded to CalPERS for review and final approval.

**FISCAL IMPACT**

There are no fiscal impacts. The recommended changes to the Fire Chief's compensation structure reclassify part of the Management Incentive as base salary, resulting in no net change increase in compensation. The net result of income that is reportable to CalPERS will remain unchanged from what was intended when the Board approved Resolution 2023-031 in December 2023 and subsequent actions. The proposed action further implements SMC Fire's efforts to clarify technical and regulatory aspects of the Compensation Plan to implement previously-approved actions by the Board regarding compensation for the Fire Chief position, therefore resulting in no monetary impact to SMC Fire.

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2024-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A REVISED SALARY SCHEDULE IMPLEMENTING PRIOR BOARD ACTIONS RELATING TO COMPENSATION FOR THE FIRE CHIEF POSITION**

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WHEREAS, in July 2023, the San Mateo Consolidated Fire Department (SMC Fire) began discussing the issue of “salary compaction” between various SMC Fire leadership positions

WHEREAS, if unaddressed, salary compaction can disincentivize existing employees and qualified candidates to seek promotion, apply for employment, or pursue additional responsibilities or take on leadership roles.

WHEREAS, In October 2023, SMC Fire staff completed a compensation salary survey comparing twelve (12) similar Bay Area fire agencies.

WHEREAS, on December 4, 2023, based on the salary survey, the Board approved compensation adjustments to address the “compaction” issue between certain positions, including the Deputy Chiefs and the Fire Chief positions. Based on that information, for succession planning and to encourage promotion, SMC Fire determined that compaction for the positions of the Fire Chief and Deputy Chiefs should be within the range of 10 to 15% salary separation.

WHEREAS, accordingly, at the December 2023 meeting, the Board approved Resolution 2023-31, which increased the Fire Chief’s Management Incentive Pay from 6% to 10% in an effort to address the salary compaction issue.

WHEREAS, SMC Fire contracts with the California Public Employees’ Retirement System (CalPERS) to provide retirement benefits to its employees

WHEREAS, beginning in February 2024, CalPERS Staff and SMC Fire Staff and legal counsel began discussing potential clarifications and technical adjustments to SMF Fire’s Compensation Plan for the Fire Chief, Deputy Chief, and Business Manager positions (Compensation Plan), which was adopted April 12, 2023.

WHEREAS, at an open and public meeting on November 19, 2024, the Board adopted Resolution No. 2024-25, which implemented revisions and clarifications to the Compensation Plan based on CalPERS’ feedback.

WHEREAS, Resolution 2024-25, among other things, adjusted the Management Incentive Pay provided to the Fire Chief Position by reducing it from 10% to 6%.

WHEREAS, correspondingly, Resolution 2024-25 also contemplated that the Board would consider an equivalent 4% increase to the base salary paid to the Fire Chief, which would

avoid the unintended result of reducing the Fire Chief position's total compensation, and thereby further implementing the intent of Board Resolution 2023-31 and the results of the 2023 salary survey performed by SMC Fire.

WHEREAS, adjusting the base salary for the Fire Chief position in this manner would not result in any net increase in the total compensation for that position.

WHEREAS, except as specified herein, all SMC Fire salary schedules shall remain unchanged in in full effect.

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

1. Approve a revised salary schedule, attached hereto and incorporated herein, to reflect the hourly ranges for per diem and merit classifications within San Mateo Consolidated Fire Department.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 4<sup>th</sup> day of December, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

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

**From:** Alex Khojikian, Chief Administrative Officer

**Date:** December 4, 2024

**Subject:** Hiring Plan for Selection of New Fire Chief

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## **RECOMMENDATION**

Adopt a resolution allowing appointment of current Fire Chief Kent Thrasher as Interim Fire Chief as a retired annuitant while the San Mateo Consolidated Fire Department completes the recruitment process for a full-time Fire Chief.

## **BACKGROUND & ANALYSIS**

At the Fire Board Meeting on September 23, 2024, current Fire Chief Kent Thrasher shared his intention to retire from his role as the SMC's Fire Chief effective December 30, 2024.

At the September 23, 2024 Meeting, Board Members approved a Resolution authorizing an internal recruitment process to fill the soon to be vacant Fire Chief position. The Board also approved the ability to use the current Fire Chief as a retired annuitant in the event his services are needed beyond December 30, 2024 to complete the recruitment process.

As of December 4, 2024, SMC Fire's recruitment process to fill the Fire Chief position remains ongoing. Due to (1) the timelines associated with conducting a recruitment process, (2) the impending holiday season, (3) the specific expertise, skills, and knowledge possessed by Chief Thrasher, and (4) the specific needs of SMC Fire to facilitate its ongoing fire and emergency response operations, it is proposed that SMC Fire formally appoint Chief Thrasher as Interim Fire Chief and retired annuitant upon the effective date of his retirement, through the period of January 31, 2025 or as otherwise extended by Board resolution. Chief Thrasher's interim appointment would terminate after the recruitment process has completed and a candidate assumes the duties of full-time Fire Chief

The employment of a "retired annuitant" is subject to pension regulations – for example, a retiree annuitant is limited to working less than 960 hours per year for any employer that contracts with CalPERS, which includes the Department. The proposed action would conform with that requirement.

## **FISCAL IMPACT**

Because Chief Thrasher currently already serves as Fire Chief, his appointment on an interim basis is not expected to have any substantial impact on SMC Fire's finances.

## **ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2024-**

**A RESOLUTION OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT  
(SMC FIRE) BOARD OF DIRECTORS APPROVING THE APPOINTMENT OF  
CURRENT FIRE CHIEF KENT THRASHER AS INTERIM FIRE CHIEF AS A  
RETIRED ANNUITANT THROUGH JANUARY 31, 2025**

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WHEREAS, on September 23, 2024, current Fire Chief Kent Thrasher gave notice of his intent to retire from his role as Fire Chief for the Department, effective December 30, 2024; and,

WHEREAS, as the Fire Chief position is the operational head of SMC Fire and its day-to-day operations, it is pivotal that recruitment be initiated in order to identify and fill the Fire Chief position with a qualified candidate; and,

WHEREAS, at its September 23, 2024 Meeting, the SMC Fire Board of Directors (Board) authorized an internal recruitment process to fill the vacancy that will exist upon Chief Thrasher's retirement; and,

WHEREAS, in the event that the recruitment process for a full-time Fire Chief still be pending upon Chief Thrasher's retirement, on September 23, 2024, the Board also directed Legal Counsel to prepare a resolution that would, if approved at a future meeting, hire Chief Thrasher as a retired annuitant as Interim Fire Chief in the event his services will be necessary following his retirement; and,

WHEREAS, due to: (1) the timelines associated with conducting a sufficient recruitment process, (2) the specific expertise, skills, and knowledge possessed by Chief Thrasher, (3) the specific needs of SMC Fire to facilitate its ongoing fire and emergency response operations, and (4) the impending holiday season, SMC Fire intends to hire Kent Thrasher as a retired annuitant upon the effective date of his retirement and through the period of January 31, 2025 or as otherwise extended by Board resolution should the recruitment process remain pending.

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

1. While SMC Fire continues the process of recruiting a full-time Fire Chief to fill the vacancy that will result from the current Fire Chief's retirement, the Board of Directors hereby appoints Kent Thrasher as Interim Fire Chief as a retired annuitant through January 31, 2025 or as otherwise extended by subsequent Board resolution.

\*\*\*

PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 4<sup>th</sup> day of December, 2024 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel