BOARD OF DIRECTORS
REGULAR MEETING AGENDA

Wednesday, June 10, 2026
4 p.m.

Council Chambers
Burlingame City Hall
501 Primrose Ave.
Burlingame, CA 94010

Alternate Location
16839 Gale Ave.
Floor 1, Small Conference Room
City of Industry, CA 91745

Consistent with Government Code Section 54953, Central County Fire Department Board meetings are held in person. Members of the public may observe/participate in the meeting in person or via Zoom (link provided below).

To Attend the Meeting in Person:
Location: Council Chambers, Burlingame City Hall, 501 Primrose Rd., Burlingame, CA 94010

To Observe the Meeting via Zoom:
To access the meeting by computer:
Go to www.zoom.us/join
Meeting ID: 819 7854 6006
Passcode: 784930

To Access the Meeting by Phone:
+1 669 900 6833
Meeting ID: 819 7854 6006
Passcode: 784930

To Provide Public Comment in Person:
Members of the public wishing to speak will be asked to fill out a "Request to Speak" card located on the table by the door and then hand it to staff. The provision of a name, address, or other identifying information is optional. Speakers are limited to three minutes each, however, the Board Chair may adjust the time in light of the number of speakers anticipated.

To Provide Public Comment via Zoom:
During the meeting, public comment may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "Raise Hand" feature (for those joining by phone, press "9" to "Raise Hand") during the public comment period for the agenda item you wish to address. The Zoom host will call on people to speak by name provided or the last four digits of the phone number for dial-in attendees. Speakers are limited to three minutes each, however, the Board Chair may adjust the time in light of the number of speakers anticipated.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **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 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 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 June 10, 2026.

5. **APPROVAL OF MINUTES**
   a. Minutes from April 8th, regular meeting

6. **CONSENT CALENDAR**
   a. Central County Fire Department Quarterly Financial Report for Q3, Fiscal Year 2025-26

   b. Resolution to Adopt a Technology Disruption Policy for the Central County Fire Department

   c. Resolution Authorizing Execution of an Amendment to License Agreement Between Central County Fire Department and the Town of Hillsborough for Use of Town Facilities

   d. Resolution to Adopt the Salary Schedule for the Central County Fire Department

   e. Resolution to Add Volunteers to Workers Compensation Insurance Policy

7. **STAFF REPORTS**
   a. Fire Chief's Update *(Oral Report)*

8. **BOARD OF DIRECTORS' COMMENTS**

9. **ADJOURNMENT**

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

BOARD OF DIRECTORS MEETING MINUTES *(Unapproved)*
Wednesday, April 8, 2026, Regular Meeting

1. CALL TO ORDER
The meeting was called to order at 4:03 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL
Chair Peter Stevenson joined the meeting by Teleconference. Board Members Chuang, Cole, and Thayer were present in person.

4. PUBLIC COMMENTS – NON-AGENDA
There were no public comments.

5. REPORT OUT FROM CLOSED SESSION
a. Report out from February 19th closed session

General Counsel, Jean Savaree, reported there was no reportable action.

6. APPROVAL OF MINUTES
a. Minutes from February 19th, regular meeting

b. Minutes from March 16th, special meeting

Board Member Chuang motioned to approve. Board Member Thayer seconded the motion.
Approved 4-0-0.

7. CONSENT CALENDAR
a. Resolution Authorizing the Chief Administrative Officer to Approve Payment of Invoice from Life Scan Wellness Centers for Wellness Testing

b. Resolution Approving the Annual Fire Inspection Compliance Report and the publication of the report on the Department website

Board Member Chuang motioned to approve. Board Member Thayer seconded the motion.

8. PUBLIC HEARING
a. Public Hearing to approve the Resolution to Adopt the Fiscal Year 2026-2027 Budget for the Central County Fire Department

Finance Director, Jan Cooke, presented the proposed budget for Fiscal Year 2026-2027.
- The overall budget is increasing by 12.9 % ($5.3M)
- The main drivers include:

  - Personnel costs are increasing by 9.7 % (MOU raises, COLA, CalPERS, and OPEB).
  - Materials and Services are increasing by 29 % due to new costs associated with new admin-office lease, new financial software implementation, insurance, and CPI adjustments.
  - Capital expenditures are budgeted at $1.6 M including $900K for tenant improvements for the new administration location
- Revenue:
  - Contributions for the participating agencies will increase by 14%
  - SAFER Grant reimbursements are estimated at $2.7M

Board Members asked for clarification on the cost associated with the new administration location and the SAFER grant reimbursements.

There were no public comments. Board Member Thayer motioned to approve; Chair Stevenson seconded the motion. Approved 4-0-0.

b. Public Hearing to approve the Resolution to Adopt the Master Fee Schedule for the Central County Fire Department

Finance Director Jan Cooke presented the Master Fee Schedule for Fiscal Year 2026-2027. There were no questions from the Board and no public comments.
Board Member Chuang motioned to approve; Chair Stevenson seconded the motion. Approved 4-0-0.

9. STAFF REPORTS

a. Fire Chief's Update

- Staff is working with a community partner to start a CCFD Foundation (501(c)(3) to raise funds for future needs, including capital projects and apparatus purchases
- Hired five new firefighters
- Four new fire engines ordered; estimated deliver will be in 2028-2029
- Prevention staff are working on community WUI education campaign; door-hangers, mailers, and inspector outreach on new state fire maps.
- Staff is working with the consultant for the District Feasibility Study; currently in data-collection phase.

10. NEW BUSINESS

a. Resolution approving classification and compensation changes for the Fire Operational Support Services (FOSS) employee group

b. Resolution approving classification and compensation changes for the Management employee group

HR Director, Jennifer Crims, introduced Shelley Anderson from Bryce Consulting. Ms. Anderson completed the Classification and Compensation study for positions in the Fire Operational Support Services employee group and the Management employee group. The study was a comprehensive evaluation of the non-safety positions in these two employee groups to evaluate job classifications and compensation.

- Two positions will be reclassified:
  - Community Risk & Resiliency Specialist will be reclassified to Emergency Management Program Manager
  - Administrative Services Manager will be reclassified to Administrative Services Director
- The Accounting Technician position will now be Accounting Technician I/II

- The Administrative Assistant position in the Training Division has been reclassified to Management Assistant
- The compensation study included a market survey benchmarked against peer agencies
    - Compensation to be adjusted to be near median

The new job classifications and compensation will be effective July 13, 2026. Board Members thanked Ms. Anderson for the presentation. Board Member Chuang motioned to approve; Board Member Thayer seconded the motion. Approved 4-0-0.

11. BOARD OF DIRECTORS' COMMENTS

Board Members expressed their appreciation for CCFD personnel's involvement in community events. It is always well-received by the community.

12. ADJOURN TO CLOSED SESSION

Board Members adjourned to closed session at 4:58 p.m.

13. CLOSED SESSION

a. 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: Kevin Mernick; #19007587 Agency Designated Representative(s): Sean Monaghan, Laughlin Falbo Levy & Moresi

14. ADJOURN FROM CLOSED SESSION

Board Members returned from closed session at 5:16 p.m.

15. REPORT OUT FROM CLOSED SESSION

General Counsel, Jean Savaree, stated there was no reportable action taken.

16. ADJOURNMENT

The meeting was adjourned at 5:19 p.m. in memory of Dena Gunning, Community Risk and Resiliency Specialist.

AGENDA ITEM: 6a

STAFF REPORT

MTG. DATE: June 10, 2026

TO: Board of Directors

DATE: June 10, 2026

FROM: David Pucci, Fire Chief
Jan Cooke, Finance Director

APPROVED BY: _____
Doug Davis, CAO

SUBJECT: Central County Fire Department Quarterly Financial Report for Q3 Fiscal Year 2025-26

Recommendation:
Staff recommends the Board receive the Central County Fire Department Quarterly Financial Report (unaudited) for Q3 Fiscal Year 2025-26.

Background:
The Quarterly Financial Report is provided to the Central County Fire Department's Board for Q3, Fiscal Year 2025-26. The financial report summarizes the activities of the Central Country Fire Department's General Fund for the fiscal year-to-date from July 1, 2025 to March 31, 2026. The General Fund is the primary fund of the Department and accounts for most operating activities. Overall, there was a net draw on reserves of $3.1 million, primarily driven by the timing of receipt for the SAFER grant reimbursement. The ending General Fund reserve is -$0.5 million.

Fiscal Impact:
There is no fiscal impact associated with this agenda item.

Attachments:
1. Central County Fire Department Quarterly Financial Report (Unaudited) for Q3 FY 2025-26.

CENTRAL COUNTY FIRE DEPARTMENT
2025-26 Quarterly Financial Report (Unaudited)
Third Quarter Ending March 31, 2026

This financial report summarizes the activities of the Central Country Fire Department's General Fund for the fiscal year-to-date from July 1, 2025 to March 31, 2026. The General Fund is the Department's primary fund and accounts for most of its operating activities.

GENERAL FUND

The General Fund's net deficit (expenditure greater than revenue) was $3.12 million through Q3 2025-26, and the ending fund balance was -$0.5 million as of March 31, 2026. The fund balance deficit is attributable to the timing of SAFER grant reimbursements. If actual June 30 fund balance results are negative (if the SAFER grant monies are not received - timing only), a resolution will be needed for a short-term cash borrowing from the Insurance Fund.

In addition, $1.298 million must be held in the fund balance for an offset to city contributions in FY 2027-28 to repay the upfront contribution paid for by the cities, due to the timing of cash flow between hiring the firefighters and receiving the SAFER grant reimbursement.

GENERAL FUND	FISCAL YEAR 2025-26			FISCAL YEAR 2024-25	
	Annual Budget	YTD Actual to 03/31/26	YTD %	YTD Actual to 03/31/25	$ Variance CY vs. PY
Revenue	$42,050,190	$30,258,583	72%	$30,757,578	($498,995)
Expenditures	40,100,190	31,917,965	80%	28,388,347	3,529,618
Capital Transfer	1,950,000	1,462,500	75%	1,200,000	262,500
EXCESS (DEFICIT)	-	(3,121,882)		1,169,231	(4,291,113)
Beginning Fund Balance	2,638,902	2,638,902		1,879,518	
Ending Fund Balance	$2,638,902	($482,980)	-18%	$3,048,749	($3,531,729)

GENERAL FUND REVENUE

General Fund revenues through the first three quarters of the fiscal year are 72% of the budget, 1% lower than the same period last fiscal year. Permitting and license revenue is 24% of the budget and 46% below the prior-year period, reflecting the variable timing of permitting activity and remittance throughout the year. Charges for Services revenues have reached 87% of the budget, primarily driven by higher fire safety inspection revenue. The increase in the "Other" revenue category is mainly attributable to strike team reimbursements. In addition, SAFER grant revenue, budgeted at $2.5 million within the Intergovernmental Revenue category, has not yet been received as filings and reimbursements are still in process.

GENERAL FUND REVENUE	FISCAL YEAR 2025-26			FISCAL YEAR 2024-25	
	Annual Budget	YTD Actual to 03/31/26	YTD %	YTD Actual to 03/31/25	$ Variance CY vs. PY
Permits and Licenses	$367,744	$88,417	24%	$164,754	($76,337)
Intergovernmental Revenues	41,040,625	29,120,702	71%	28,783,073	337,629
Charges for Services	343,225	298,500	87%	279,430	19,070
Others	298,596	750,964	251%	1,230,321	(479,357)
Transfer In	-	-		300,000	(300,000)
TOTAL	$42,050,190	$30,258,583	72%	$30,457,578	($198,995)

CENTRAL COUNTY FIRE DEPARTMENT
2025-26 Quarterly Financial Report (Unaudited)
Third Quarter Ending March 31, 2026

GENERAL FUND EXPENDITURES

General Fund expenditures are at 79% of the budget through the first three quarters of the fiscal year. Salaries and benefits include the annual lump-sum UAL contribution to CalPERS and exceed the prior year due to additional staffing for Station 36 implemented in the second half of FY 2024–25. Overtime expenditure is 133% of the budget, primarily due to reimbursable strike team deployments for statewide fires and staffing coverage for disability leave. Materials and services expenditures are at 62% of the budget, with most line items tracking within budget to date.

	FISCAL YEAR 2025-26			FISCAL YEAR 2024-25	
GENERAL FUND EXPENDITURES	**Annual Budget**	**YTD Actual to 03/31/26**	**YTD %**	**YTD Actual to 03/31/25**	**$ Variance CY vs. PY**
Salaries & Benefits	$37,009,957	$30,017,044	81%	$26,549,254	$3,467,790
Materials and Services	3,090,233	1,900,921	62%	1,839,093	61,828
Capital Outlay/Reserve	1,950,000	1,462,500	75%	1,200,000	262,500
TOTAL	$42,050,190	$33,380,465	79%	$29,588,347	$3,792,118

DETAILED TABLES: The following table shows the detailed line items of General Fund revenue and expenditures.

CENTRAL COUNTY FIRE DEPARTMENT
2025-26 Quarterly Financial Report (Unaudited)
Third Quarter Ending March 31, 2026

Central County Fire Department Quarterly Financial Report Q3 FY 2025-26 (July 1, 2025 to March 31, 2026)						
	GL Account Number	Budget 2025-26	Actual 2025-26	% to Budget	Actual 2024-25	$ Variance CY v. PY
REVENUES:						
PERMITS & LICENSES						
Construction Permits	00.320.101	$346,112	$80,549	23%	$154,919	($74,370)
Fire Code Permit	00.320.102	21,632	7,868	36%	9,835	(1,967)
Penalty Fees	00.320.150	-	-		-	
Total Permits & Licenses		**367,744**	**88,417**	**24%**	**164,754**	**(76,337)**
INTERGOVERNMENTAL REVENUES						
Burlingame	00.330.100	16,540,284	11,896,603	72%	12,364,056	(467,453)
Hillsborough	00.330.200	11,026,856	8,705,015	79%	8,242,705	462,310
Millbrae	00.330.300	10,596,259	8,413,132	79%	7,964,422	448,710
Safer Grant	00.336.000	2,509,740	-		-	
Sub-total from City Contributions		**40,673,139**	**29,014,750**	**71%**	**28,571,183**	**443,567**
Othe Agencies						
ALS JPA	00.341.100	187,086	92,446	49%	96,743	(4,297)
WUI Revenue	00.341.200	-	2,359		-	2,359
Joint Training Program	00.342.100	180,400	11,147	6%	115,147	(104,000)
State Grants	00.334.000	-	-		-	-
Sub-total from Other Agencies		**367,486**	**105,952**	**29%**	**211,890**	(105,938)
Total Intergovernment Revenues		**41,040,625**	**29,120,702**	**71%**	**28,783,073**	**337,629**
CHARGES FOR SERVICES						
Special Fire Services	00.340.100	-	-		-	-
Fire Plan Review	00.340.200	178,464	140,694	79%	152,153	(11,458)
Fire Service Line Permit	00.340.201	-	-		-	-
Inspections/ReInspections	00.340.203	129,792	136,171	105%	114,944	21,227
After Business Hours/Unsched	00.340.204	-	4,044		-	4,044
Fire Flow Inspection	00.340.205	4,684	1,675	36%	3,161	(1,486)
Alternate Means of Protection	00.340.206	7,571	4,928	0%	6,540	(1,612)
Licensed Facility Inspection	00.340.207	-	-		-	-
Other Reimb. Revenue	00.340.220	22,714	10,988	48%	-	10,988
Station 34 Mechanic Shop	00.342.400	-	-		2,632	(2,632)
Total Charges for Services		**343,225**	**298,500**	**87%**	**279,430**	**19,070**
OTHERS						
Workers Compensation Reimb	00.340.219	185,000	185,000	100%	185,000	-
Strike Team Reimbursement	00.340.300	89,000	549,488	617%	1,032,128	(482,641)
Investment Earnings	00.361.100	3,246	8,305	256%	7,533	772
Donations & Other Contribution	00.363.100	-	-		-	-
Miscellaneous	00.364.100	20,000	7,298	36%	3,830	3,468
Imaging/Microfiche Services	00.364.102	1,350	874	65%	1,830	(956)
Total Others		**298,596**	**750,964**	**251%**	**1,230,321**	**(479,357)**
TRANSFERS						
Transfrer In - General Fund	00.395.200	-	-		300,000	
Total Others		**-**	**-**		**300,000**	
TOTAL REVENUES		**$42,050,190**	**$30,258,583**	**72%**	**$30,757,578**	**($198,995)**

CENTRAL COUNTY FIRE DEPARTMENT
2025-26 Quarterly Financial Report (Unaudited)
Third Quarter Ending March 31, 2026

Central County Fire Department
Quarterly Financial Report
Q3 FY 2025-26 (July 1, 2025 to March 31, 2026)

	GL Account Number	Budget 2025-26	Actual 2025-26	% to Budget	Actual 2024-25	$ Variance CY v. PY
EXPENDITURES:						
SALARIES & BENEFITS						
Regular Salaries - Safety	00.410.100	$15,470,474	$11,966,912	77%	$10,344,833	$1,622,078
Regular Salaries - Non Safety	00.410.200	2,167,261	936,778	43%	1,002,861	(66,083)
Part-time Salaries	00.420.100	61,306	13,857	23%	-	13,857
Overtime:		2,323,575	3,098,368	133%	2,910,731	187,637
Miscellaneous	00.430.000	350,563	304,485	87%	277,074	27,411
Disability Leave	00.430.100	364,000	962,989	265%	261,893	701,096
Vacation Leave	00.430.200	1,103,032	1,057,607	96%	871,797	185,809
Sick Leave	00.430.300	233,709	216,867	93%	276,822	(59,955)
Family Sick Leave/Bereavement	00.430.400	99,326	102,118	103%	91,252	10,865
Special Assignment	00.430.500	146,068	52,734	36%	90,799	(38,064)
Shop Mechanic	00.430.600	5,843	14,053	241%	2,890	11,163
Strike Team - Reimbursable	00.430.700	-	354,595		1,019,802	(665,207)
Reimbursable	00.430.850	21,034	32,921	157%	18,402	14,519
Holiday Pay	00.440.100	741,400	535,350	72%	465,890	69,460
FLSA	00.440.200	365,827	274,189	75%	230,885	43,304
Uniform Allowance	00.440.300	80,065	45,476	57%	49,253	(3,778)
Medicare/FICA	00.440.400	262,015	235,644	90%	215,519	20,125
PERS Retirement	00.440.500	8,942,265	7,999,899	89%	7,010,317	989,582
Health Insurance	00.440.600	2,436,034	1,814,705	74%	1,568,930	245,775
Dental Insurance	00.440.700	144,560	134,497	93%	104,208	30,288
Vision	00.440.800	27,573	32,352	117%	21,071	11,281
Life Insurance	00.440.900	21,288	23,414	110%	23,099	315
Long-term Disability Insurance	00.441.100	7,515	6,432	86%	5,089	1,343
Deferred Compensation	00.441.200	15,000	12,058	80%	12,000	58
Retirement Health Savings	00.441.300	347,325	284,684	82%	207,614	77,071
Technology & Wellness Benefit	00.441.320		-		-	-
Health Insurance - Retirees	00.441.350	1,255,000	888,422	71%	794,895	93,527
Workers' Compensation	00.441.500	2,000,000	1,500,000	75%	1,425,000	75,000
Vacation Leave Buyout	00.451.100	52,275	41,009	78%	21,885	19,124
Sick Leave Buyout	00.451.200	40,806	-	0%	-	-
Leave Payout upon Retirement	00.451.300	177,380	139,660	79%	98,413	41,247
Other Payroll Charges	00.451.400	10,850	1,575	15%	10,850	(9,275)
Admin Leave Buyout	00.451.500	60,163	31,763	53%	25,910	5,853
Total Salaries & Benefits		**37,009,957**	**30,017,044**	**81%**	**26,549,254**	**3,467,790**

CENTRAL COUNTY FIRE DEPARTMENT
2025-26 Quarterly Financial Report (Unaudited)
Third Quarter Ending March 31, 2026

Central County Fire Department
Quarterly Financial Report
Q3 FY 2025-26 (July 1, 2025 to March 31, 2026)

	GL Account Number	Budget 2025-26	Actual 2025-26	% to Budget	Actual 2024-25	$ Variance CY v. PY
MATERIALS & SERVICES:						
Office Expense	00.510.100	$22,855	$20,153	88%	$7,718	$12,435
Expendable Supplies	00.510.400	43,303	32,973	76%	27,398	5,575
Postage Expense	00.510.600	4,516	2,604	58%	1,613	991
EMS Supplies	00.510.800	26,250	6,570	25%	13,154	(6,584)
Respiratory Equipment Expense	00.511.100	41,000	13,458	33%	8,926	4,532
Small Tools	00.511.500	112,350	44,636	40%	86,640	(42,004)
Public Education	00.511.900	11,356	5,231	46%	3,344	1,887
Safety Equipment	00.512.300	135,679	104,097	77%	80,965	23,132
Uniform Supplies	00.512.400	12,958	5,179	40%	5,649	(471)
Communications	00.512.600	87,583	79,171	90%	61,099	18,071
Utilities	00.513.000	163,200	143,295	88%	104,347	38,947
Building/Grounds/Facilities Maint	00.514.100	177,150	90,057	51%	49,704	40,353
Gas, Diesel, Oil	00.514.800	139,895	52,080	37%	60,324	(8,244)
Apparatus Maintenance (CCFD)	00.515.500	137,592	121,071	88%	117,442	3,629
Hose and Nozzles	00.515.700	29,525	20,927	71%	10,409	10,518
Radio Maintenance	00.515.900	28,875	31,164	108%	14,237	16,926
Contractual Services	00.516.300	696,889	410,636	59%	447,396	(36,760)
Legal Services	00.516.350	95,157	50,961	54%	66,132	(15,171)
Auditing	00.516.500	14,501	13,750	95%	13,810	(60)
Mechanic Shop Service Agreement	00.516.600	24,255	2,948	12%	3,531	(583)
Mechanic Shop- Inventory/Stock	00.516.700	14,172	36,519	258%	22,558	13,961
WUI Expenses	00.516.800	26,250	3,073	12%	537	2,537
USAR Program	00.516.900	31,000	2,860	9%	19,242	(16,382)
Dues & Subscriptions	00.517.000	16,538	11,822	71%	9,315	2,507
Travel, Conferences & Meetings	00.517.400	26,911	27,036	100%	42,846	(15,809)
HR (Hiring etc.)	00.517.420	68,250	31,898	47%	135,989	(104,091)
Training & Safety	00.517.800	150,000	34,300	23%	20,371	13,930
Training/EMS	00.517.850	57,330	17,395	30%	11,860	5,535
OPS Training	00.517.875	45,864	33,396	73%	27,526	5,870
Emergency Preparedness	00.517.900	28,665	10,168	35%	6,450	3,719
Wellness & Safety	00.518.200	127,688	23,270	18%	12,731	10,539
Employee Critical Care	00.518.300	30,000	-	0%	-	-
Liability, Property, Other Ins	00.518.900	381,344	352,333	92%	317,788	34,545
Computer, Telephone & Other IT	00.519.300	58,482	44,358	76%	13,301	31,056
Mobile Technology	00.519.400	5,848	-	0%	932	(932)
Miscellaneous	00.520.400	17,002	21,532	127%	13,807	7,725
Total Materials and Services		**3,090,233**	**1,900,921**	**62%**	**1,839,093**	**61,828**
TOTAL OPERATIONS COST		**40,100,190**	**31,917,965**	**80%**	**28,388,347**	**3,529,618**

CENTRAL COUNTY FIRE DEPARTMENT
2025-26 Quarterly Financial Report (Unaudited)
Third Quarter Ending March 31, 2026

Central County Fire Department
Quarterly Financial Report
Q3 FY 2025-26 (July 1, 2025 to March 31, 2026)

	GL Account Number	Budget 2025-26	Actual 2025-26	% to Budget	Actual 2024-25	$ Variance CY v. PY
CAPITAL TRANSFERS:						
Transfer to Capital Project	00.710.100	$150,000	$112,500	75%	$75,000	37,500
Transfer to Vehicle Replacement	00.710.200	1,800,000	1,350,000	75%	1,125,000	225,000
Total Capital Outlay/Reserve		**1,950,000**	**1,462,500**	**75%**	**1,200,000**	**262,500**
TOTAL INCLUDING CAPITAL		**$ 42,050,190**	**$ 33,380,465**	**79%**	**$ 29,588,347**	**$ 3,792,118**

AGENDA ITEM: 6b

STAFF REPORT

MTG. DATE: June 10, 2026

TO: Board of Directors

DATE: June 10, 2026

FROM: Dave Pucci, Fire Chief
Jean Savaree, General Counsel

APPROVED BY: _____
Doug Davis, CAO

SUBJECT: Review of the Newly Enacted Provisions of the Brown Act and Adoption of Teleconference Disruption Policy

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Recommendation:
Staff requests that the Board review this report and adopt a Teleconference Disruption Policy.

Summary:
This report provides the Board with a summary of recently enacted changes to the Act, which will remain in effect until January 1, 2030, and presents proposed policies for approval by the Board to address disruptions in teleconferencing should they occur during Board meetings.

Analysis:
California Senate Bill 707 was enacted into law on October 3, 2025. This legislation made numerous changes to modernize the Act. This report summarizes the changes in the Act and seeks Board approval of a policy to address teleconferencing disruptions during meetings.

Requirement To Hold Hybrid Meetings

The Act now requires eligible legislative bodies to offer hybrid meetings so that the public can participate via a two-way phone or video platform. Previously, hybrid meetings were permitted but not required.

Now that hybrid meetings are required, the Act directs that, on or before July 1, 2026, the Board must approve, in open session, a policy regarding how disruptions in service for hybrid meetings will be addressed. If a disruption in service prevents the public from attending the meeting remotely, a recess must be taken and efforts to restore service are allowed for one (1) hour. If service cannot be restored after an hour, the Board may resume the meeting after adopting findings, by roll call vote, that good faith efforts were

made to address the technological problems and that resuming the meeting would serve the public interest more than delaying the meeting further.

CCFD's Board meetings are held on a rotating basis in either the Burlingame or Hillsborough Council Chambers. During those meetings IT services are provided by staff from the host jurisdiction. The Hillsborough and Burlingame policies for teleconferencing disruptions are attached to this report for the Board's review, along with a Resolution adopting these policies. See Attachment 1. If the Resolution is approved, disruptions occur during meetings in Burlingame, will be addressed pursuant to the protocol in the Burlingame policy, and disruptions occurring during meetings in Hillsborough will be addressed pursuant to the protocol in the Hillsborough policy.

Disruptive Behavior By Members Of The Public

In response to instances of disruptive behavior by members of the public attending meetings in person or remotely, the Act now expressly authorizes the Board to remove or limit the participation of disruptive individuals attending in person or remotely. To trigger this remedy, the remote or in-person behavior must actually disrupt, disturb, impede, or render infeasible the orderly conduct of the meeting.

Public Outreach

The Act now requires staff to take several steps to increase public outreach. This includes providing a system for electronically accepting and responding to requests for meeting agendas, providing an accessible internet webpage dedicated to informing the public about participating in meetings, and invitations to groups that have historically not participated in public meetings. Staff is taking steps to implement these changes.

Language Translation and Interpretation

Board agendas must now be translated into any language spoken by twenty percent (20%) or more of a population within CCFD's jurisdiction that speaks English less than "very well" according to the American Community Survey. CCFD is also now required to provide reasonable assistance to members of the public who use personal interpreters by arranging space for the interpreters and allowing extra time during meetings for interpretation to occur.

In addition, CCFD's webpage regarding public meetings must be translated into any language jointly spoken by twenty percent (20%) or more of a population within CCFD's jurisdiction that also speaks English less than "very well" according to the American Community Survey. Finally, CCFD must identify, within reasonable proximity to the location where agendas are posted, a place where the public can post additional translations of the agenda. Staff is working to implement these changes as well.

Broader Opportunities for Remote Participation By Elected Officials Due to Locally Declared Emergencies, Just Cause Situations, and Reasonable Accommodations Per the Americans With Disability Act (ADA)

The Act now contains revised and expanded provisions regarding teleconferencing options for elected officials. Remote participation without disclosing an elected official's physical location is allowed during locally declared emergencies.

The just cause exception which allows for remote participation remains in the Act and may still only be exercised two times each year for bodies meeting once per month and five times per year for bodies meeting two times each month, but the circumstances required to

exercise the just cause exception have been broadened. A member may now participate remotely for any of the following reasons:

1. Childcare or caregiving needs of a child, parent, grandparent, grandchild, sibling, spouse or domestic partner;
2. Contagious illness that prevents a member from attending;
3. A need related to the physical or mental condition of the member;
4. Travel on official business of the agency or another local or state agency;
5.. When the elected or appointed official has an immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner; or
6. A physical or family medical emergency that prevents a member from attending.

The Act now also allows for unlimited remote participation as a reasonable accommodation pursuant to the ADA for elected officials with a disability that prevents physical attendance at meetings.

Remote participation under any of these circumstances requires the Board member to remain on camera, to disclose if any other adults are present at their remote location, and to state the reason for the remote participation. The meeting minutes must reflect the reason stated for the remote participation.

Other Changes

The Act now requires that copies of the Act must be distributed to all elected officials. Staff will be distributing copies of the Act to the Board electronically in the coming weeks.

The Act also recognizes that elected officials utilize social media to answer constituents' questions, provide information to the public, and solicit information from the public regarding matters within the subject matter jurisdiction of the agency. Elected officials may continue to do so as long as a majority of the members of the elected body do not use the platform to discuss business that falls within the subject matter jurisdiction of the agency.

The Act now requires that, before taking final action on salaries, salary schedules, or compensation paid in the form of fringe benefits to the agency executive or other members of the executive team, that an oral report be made regarding the salary and benefits for those positions.

Fiscal Impact:

The additional obligations regarding outreach, translation of agendas, and posting of information on CCFD's website will have a fiscal impact associated with additional staff or consultant's time needed to comply with these requirements. The extent of this fiscal impact is not yet known.

Attachments:

1. Resolution Approving Disruption Policy Central County Fire Department Board Meetings
2. EXHIBIT A – Burlingame Technology Disruption Policy
3. EXHIBIT B – Hillsborough Disruption of Telephonic or Internet Service During Meetings Policy

Technology Disruption Policy

CITY OF BURLINGAME
July 1, 2026
SUBJECT: Technology Disruption Policy for City Council Meetings

Section 1 – Background

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. (Gov. Code § 54953.4(b)(1)(A)(i)(I)(ib).) This Technology Disruption Policy ("Policy") is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

Section 2 - Purpose

This Policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City Council as required by the Ralph M. Brown Act (Gov. Code § 54953.4). The Policy ensures transparency, public participation, and continuity of government during technology disruptions of the telephonic or internet services facilitating remote participation.

Section 3 – Definitions

For purposes of this Policy:

- "Disruption" means any failure, outage, or other interruption that prevents members of the public from attending, participating, or observing the meeting via the remote access service provided by the City.
- "Presiding Officer" means the Mayor or in their absence, the councilmember that is designated as the Chair of the meeting.
- "Remote Access Service" means the two-way telephonic service and/or two-way audiovisual platform provided by the City, in its discretion, to provide real-time remote public attendance, public comment, and observation of meetings.

Section 4 – Applicability

This policy applies to all open and public meetings of the City Council at which remote public participation is offered or required under the Brown Act pursuant to Government Code section 54953.4, as may be amended from time to time.

Section 5 – Procedures in the Event of a Service Disruption

If City staff or Council become aware of a disruption to the City's Remote Access Service that prevents members of the public from attending, participating, or observing the meeting remotely:

- The City Manager, City Attorney, or City Clerk shall immediately announce the disruption to the public.

- The Presiding Officer will then call for a recess of the open session.
- Following the Presiding Officer's call for recess, City Staff shall immediately begin efforts to diagnose and restore the City's Remote Access Service.
- The meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner.

The City shall make good faith efforts to restore remote access services, which may include, but are not limited to:

- Troubleshooting the Remote Access Service platform or software
- Resetting or replacing equipment
- Attempting alternative connection methods
- Contacting necessary support staff or service providers
- Switching to back-up equipment or platforms, if available
- Other actions intended to restore Remote Access Service

The City Clerk, or their designee in their absence, shall document the restoration efforts undertaken.

Section 6 – Reconvening the Open Session

The open session may be reconvened after at least one hour has elapsed from the time the Presiding Officer calls for recess or as soon as service is restored, whichever occurs sooner.

If the meeting reconvenes as a result of restoration of Remote Access Service, the meeting shall continue as normal.

If Remote Access Service is not restored after one hour, the City Council may reconvene to either adjourn the meeting or continue the meeting in open session by adopting, by roll call vote, the following, or substantially similar, findings:

> The City of Burlingame has made good faith efforts to restore telephonic, audiovisual, or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access.

Upon adoption of the findings, the City Council may continue to open session, without restoring Remote Access Service.

Section 7 – Recordkeeping

The City Clerk shall enter a brief statement into the meeting minutes, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- Any findings adopted pursuant to Section 6 regarding reconvening the meeting without restoring Remote Access Service.

Section 8 – Review and Updates

This Policy may be amended by the City Council at a noticed public meeting in open session, not on the consent calendar.

Section 9 – Effective Date

This Policy becomes effective July 1, 2026.

Who to Contact Regarding this Policy
City Clerk

Approval
This Policy is approved by Resolution Number XXX-2026.

TOWN OF HILLSBOROUGH

DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING MEETINGS

POLICY 421 CREATED 5/11/2026

BACKGROUND: Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from participating remotely.

PURPOSE: This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City Council of the Town of Hillsborough, as required by the Brown Act (Government Code section 54953.4). The policy ensures transparency, public participation, and the continuation of meetings during technological disruptions.

1. Definitions

“Service Disruption” means any failure, outage, or other interruption to the agency’s remote access services that prevents members of the public from participating in a City Council meeting through the remote access service.

“Disrupting” means engaging in behavior during a meeting of the City Council that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to one of the following:

a. A failure to comply with reasonable and lawful regulations adopted by the City Council of the Town of Hillsborough

b. Engaging in behavior that constitutes use of force or a true threat of force.

“Remote access services” means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

“Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

“Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

“True threat of force” means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

2. Applicability

This policy applies to all open and public meetings of the City Council at which remote public participation is required under the Brown Act. Consistent with the Brown Act, this policy shall not apply to the following meetings:

a. Meetings held to attend a judicial or administrative proceeding to which the Town is a party.

b. Meetings held to inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

c. Meetings held to meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the Town and over which the federal or state officials have jurisdiction.

d. Meetings held to meet in or nearby a facility owned by the Town, provided that the topic of the meeting is limited to items directly related to the facility.

e. Meetings held in an emergency situation pursuant to Government Code section 54956.5.

3. Remote Public Access Generally

When remote public access is required under the Brown Act, the City Council shall provide members of the public with an opportunity to attend and participate in the meeting using a two-way audiovisual platform or a two-way telephonic service, provided that adequate telephonic or internet service is operational at the meeting location.

If adequate telephonic or internet service is not operational at the meeting location, the City Council shall not be required to provide remote access. If adequate telephonic or internet service is operational for only a portion of the meeting, the City Council shall provide remote access during that portion of the meeting.

If a two-way audiovisual platform is used, the City Council shall:

a. Publicly post and provide a call-in option as well; and

b. Activate any automatic captioning function that is available in the audiovisual platform.

If a two-way audiovisual platform is not provided, the City Council shall provide a two-way telephonic service.

Members of the public participating remotely shall be provided the same opportunity to provide public comment as members of the public attending in person, including the same time allotment.

4. Response to Service Disruption

If the Mayor or City Clerk becomes aware of a service disruption:

a. The Mayor or City Clerk shall immediately announce the service disruption to the public.

b. The Mayor shall call for a recess of the open session and may convene the legislative body in an authorized closed session, consistent with the Brown Act. The recess shall last for one hour or until service is restored, whichever is earlier.

c. During the recess, Town staff shall make a good faith effort to diagnose and restore the disrupted service.

5. Reconvening the Open Session

After the expiration of the hour, if service has not been restored, the Mayor or City Clerk shall report on the status of staff's efforts to restore remote access services, and the City Council may reconvene to:

a. Adjourn the meeting;

b. Extend the recess to allow staff more time to make a good faith effort to restore remote access services; or

c. Continue the open session portion of the meeting by adopting, by roll call vote, the following or a substantially similar finding:

"The Town has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

Upon adoption of the finding, the City Council may continue the open session portion of the meeting despite the fact that remote access services have not been restored.

6. Recordkeeping

The City Clerk shall enter a brief statement into the meeting minutes, including:

- The nature and time of the service disruption;
- The time the meeting was reconvened (if applicable);
- Any finding adopted pursuant to Section 5.

7. Response to Members of the Public Disrupting a Meeting

If the Mayor or City Clerk becomes aware of a member of the public who is attending the meeting through remote access services and is disrupting the meeting or otherwise preventing other members of the public from attending or observing the meeting remotely or in-person:

a. The Mayor or City Clerk shall warn the person who is participating through remote access services that he or she is disrupting the meeting and his or her failure to cease that behavior may result in his or her removal.

b. If the person to whom the Mayor gave the above warning persists in disrupting the meeting, the Mayor shall order staff to:

   i. mute or otherwise limit the individual's ability to disrupt the meeting, while allowing the individual to continue to observe and attend the meeting; or

   ii. remove the individual from the meeting if paragraph (a) does not address the disrupting behavior or if muting is not available using the remote access service.

8. Review and Updates

This policy may be amended by the City Council at a noticed public meeting in open session and not on the Consent Calendar.

“Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

“True threat of force” means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

2. Applicability

This policy applies to all open and public meetings of the City Council at which remote public participation is required under the Brown Act. Consistent with the Brown Act, this policy shall not apply to the following meetings:

a. Meetings held to attend a judicial or administrative proceeding to which the Town is a party.

b. Meetings held to inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

c. Meetings held to meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the Town and over which the federal or state officials have jurisdiction.

d. Meetings held to meet in or nearby a facility owned by the Town, provided that the topic of the meeting is limited to items directly related to the facility.

e. Meetings held in an emergency situation pursuant to Government Code section 54956.5.

3. Remote Public Access Generally

When remote public access is required under the Brown Act, the City Council shall provide members of the public with an opportunity to attend and participate in the meeting using a two-way audiovisual platform or a two-way telephonic service, provided that adequate telephonic or internet service is operational at the meeting location.

If adequate telephonic or internet service is not operational at the meeting location, the City Council shall not be required to provide remote access. If adequate telephonic or internet service is operational for only a portion of the meeting, the City Council shall provide remote access during that portion of the meeting.

If a two-way audiovisual platform is used, the City Council shall:

a. Publicly post and provide a call-in option as well; and

b. Activate any automatic captioning function that is available in the audiovisual platform.

If a two-way audiovisual platform is not provided, the City Council shall provide a two-way telephonic service.

Members of the public participating remotely shall be provided the same opportunity to provide public comment as members of the public attending in person, including the same time allotment.

4. Response to Service Disruption

If the Mayor or City Clerk becomes aware of a service disruption:

a. The Mayor or City Clerk shall immediately announce the service disruption to the public.

b. The Mayor shall call for a recess of the open session and may convene the legislative body in an authorized closed session, consistent with the Brown Act. The recess shall last for one hour or until service is restored, whichever is earlier.

c. During the recess, Town staff shall make a good faith effort to diagnose and restore the disrupted service.

5. Reconvening the Open Session

After the expiration of the hour, if service has not been restored, the Mayor or City Clerk shall report on the status of staff's efforts to restore remote access services, and the City Council may reconvene to:

a. Adjourn the meeting;

b. Extend the recess to allow staff more time to make a good faith effort to restore remote access services; or

c. Continue the open session portion of the meeting by adopting, by roll call vote, the following or a substantially similar finding:

"The Town has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

Upon adoption of the finding, the City Council may continue the open session portion of the meeting despite the fact that remote access services have not been restored.

6. Recordkeeping

The City Clerk shall enter a brief statement into the meeting minutes, including:

- The nature and time of the service disruption;
- The time the meeting was reconvened (if applicable);
- Any finding adopted pursuant to Section 5.

7. Response to Members of the Public Disrupting a Meeting

If the Mayor or City Clerk becomes aware of a member of the public who is attending the meeting through remote access services and is disrupting the meeting or otherwise preventing other members of the public from attending or observing the meeting remotely or in-person:

a. The Mayor or City Clerk shall warn the person who is participating through remote access services that he or she is disrupting the meeting and his or her failure to cease that behavior may result in his or her removal.

b. If the person to whom the Mayor gave the above warning persists in disrupting the meeting, the Mayor shall order staff to:

   i. mute or otherwise limit the individual's ability to disrupt the meeting, while allowing the individual to continue to observe and attend the meeting; or

   ii. remove the individual from the meeting if paragraph (a) does not address the disrupting behavior or if muting is not available using the remote access service.

8. Review and Updates

This policy may be amended by the City Council at a noticed public meeting in open session and not on the Consent Calendar.

RESOLUTION NO. 26-11

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT APPROVING SERVICE DISRUPTION POLICIES FOR BOARD MEETINGS

WHEREAS, California Senate Bill 707, enacted into law and effective January 1, 2026, made significant changes to the Brown Act, including a requirement that public entities governed by the Brown Act adopt policies on or before July 1, 2026, addressing how they will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing meetings remotely; and

WHEREAS, the Central County Fire Board meetings are held on a rotating basis in Burlingame or Hillsborough Council Chambers, and during those meetings, staff from the host jurisdiction provide services required to enable the public with remote access to the meeting; and,

WHEREAS, both Burlingame and Hillsborough have adopted policies indicating how they will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing their meetings; and,

WHEREAS, the Central County Fire Board has reviewed these policies, believe they comply with the requirements of Senate Bill 707, and wish to adopt these policies so that disruptions in telephonic or internet services occurring during their Board's meetings can be addressed pursuant to the policy adopted by the host jurisdiction where the meeting is held.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Central County Fire Department adopts this Resolution approving the attached policies approved by Burlingame (Exhibit A) and Hillsborough (Exhibit B) to address disruptions in telephonic or internet services occurring during its Board meetings and directs that the policy approved by Burlingame be applied to address disruptions during meetings in Burlingame and the policy approved by Hillsborough be applied to address disruptions during meetings in Hillsborough.

Approved at a regular meeting of the Board of Directors held on this 10th day of June 2026.

Signed: _____
Peter Stevenson, Chair

Attest: _____
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 26-11 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, 2026, by the following vote of the members thereof:

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

AGENDA ITEM: 6c

STAFF REPORT

MTG. DATE: June 10, 2026

TO: Board of Directors

DATE: June 10, 2026

FROM: Dave Pucci, Fire Chief
Jean Savaree, General Counsel

APPROVED BY: _____
Doug Davis, CAO

SUBJECT: Resolution Authorizing Execution of a First Amendment to License Agreement Between the Central County Fire Department and the Town of Hillsborough for Use of Town Facilities

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Recommendation:

Staff recommends that the Board review and approve a resolution authorizing execution of a First Amendment to License Agreement between the Central County Fire Department (CCFD) and the Town of Hillsborough (Town) for CCFD's continued use of property located at 1640 Floribunda to temporarily house CCFD's administrative staff while CCFD completes the build out of space for CCFD's administrative staff at the new Burlingame City Hall located at 1440 Chapin Ave. (Attachment 1).

Background:

Until 2024, the administrative office for CCFD was located at Station 36 on Rollins Road in Burlingame. In 2024, Station 36 was reopened and, as a result, the space occupied by the administrative staff was no longer available for that use. While CCFD began searching for new permanent administrative office space, the Town offered to allow CCFD's administrative staff to use Town property located at 1640 Floribunda Ave., Hillsborough. A License Agreement formalizing that arrangement was approved by the Board on December 11, 2024.

The License Agreement, Attachment 2, provides as follows:

CCFD is authorized to occupy the residential house and garage at 1640 Floribunda, Hillsborough. (Facilities) for an initial term of one year. The term may be extended at the Town's sole discretion if CCFD submits a request for an extension at least 30 days prior to the end of the then-current term. The License Agreement may be terminated at any time for safety reasons (Section 4).

The Facilities are to be used by CCFD for administrative office space during CCFD's normal business hours (Section 2.3). In addition, CCFD has access to the parking lot at 1600 Floribunda Ave, Hillsborough, to park light administrative, personal, or department passenger vehicles while CCFD staff is using the Facilities (Section 3.1).

The Town retains the authority to supervise and control or terminate activities conducted pursuant to the License Agreement and designates Town Manager Davis or his designee to act as its representative regarding the License Agreement (Section 3.2).

CCFD and its agents and invitees, are prohibited from allowing its vehicles to block a sidewalk or the street, from parking firetrucks, ambulances, or other types of emergency response vehicles at the Facilities, its driveway, or on nearby streets (Section 3.3).

CCFD is further prohibited from constructing or altering any permanent structures, signs, or improvements at the Facilities, conducting unauthorized activities, or damaging the Town's real or personal property (Section 3.3).

CCFD is prohibited from bringing hazardous material, as defined in the License Agreement, to the Facilities and must immediately notify the Town of any release or suspected release of hazardous material (Section 3.3).

The Town retains the right to utilize the Facilities if necessary and, in this situation, the Town will attempt to minimize the interruption or interference caused to CCFD (Section 3.4).

The License Agreement is not assignable, and the Facilities must be surrendered at the end of the term in the same condition as received. If damage occurs, CCFD will be responsible for all repairs (Section 4.2 and 4.3).

The Town retains the right to cancel the License Agreement if CCFD fails to pay any fee or charge due or fails to cure or initiate cure of any non-compliance within 24 hours of receiving notice of such failure or if there is an emergency requiring cancellation of the license agreement (Section 4.4).

CCFD is obligated to comply with all applicable regulations, codes, and ordinances (Section 4.5) and to pay all utility charges (Section 4.6), but the Town maintains the landscaping and pool located on site (Section 4.7).

The Town retains the right, at CCFD's expense, to cure any default created by CCFD, but no fees are required to be deposited by CCFD upon execution of the License Agreement (Sections 4.8 -4.10).

CCFD is required to name the Town as an added insured on applicable policies, accept the Facilities in an "AS IS" condition, and indemnify the Town for any claims made resulting from CCFD's use of the Facilities (Sections 5-Section 8).

The License Agreement is not assignable, nor does it create a joint venture or partnership. If performance of the License Agreement is impossible, CCFD shall have no right to make a claim for damages (Section 9.1-9.3).

If possessory interest taxes are levied, CCFD is responsible for payment of those taxes (Section 9.4).

The License Agreement may only be amended or modified by a writing signed by both the Town and CCFD (Section 9.6).

As provided for in Section 4 of the License Agreement, a request to extend the term should have been issued by CCFD prior to December 31, 2025, and through an administrative oversite on the part of CCFD, a request to extend the License Agreement was not issued. CCFD has recently requested that the License Agreement be reinstated and extended through June 30, 2027.

A proposed First Amendment To License Agreement has been prepared for the Board's consideration, as shown in Exhibit A of the Resolution (Attachment 2).. If approved by the Board and Hillsborough's Council, the License Agreement would be reinstated and extended through June 30, 2027. It further provides that CCFD may terminate the License Agreement by providing the Town with at least 30 days prior written notice.

Fiscal Impact:

Costs associated with this agenda item will be minimal and are provided for in the adopted budget for FY 2025-26.

Attachments:

1. Resolution Authorizing Execution of a First Amendment to License Agreement Between the Town of Hillsborough and Central County Fire Department.

2. License Agreement Between the Town of Hillsborough and Central County Fire Department.

3. EXHIBIT A - First Amendment to the License Agreement Between the Town of Hillsborough and Central County Fire Department

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TOWN OF HILLSBOROUGH
LICENSE AGREEMENT FOR USE OF TOWN FACILITIES

1. PARTIES AND DATE.

This License Agreement ("Agreement") is made and entered into this 01/15/2025 day of January, 2025 ("Effective Date") by and between the Town of Hillsborough, a municipal corporation organized under the laws of the State of California with its principal place of business at 1600 Floribunda Ave., Hillsborough, California 94010 ("Town") and Central County Fire Department, a California joint powers authority created and operating pursuant to Government Code section 6500 et seq. with its principal place of business at 1399 Rollins Road in Burlingame, California ("Licensee"). Town and Licensee are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Town. Town is a municipal corporation organized under the laws of the State of California, with power to own and operate facilities of various kinds and authorize the use of such facilities by other public entities and private parties.

2.2 Licensee. Licensee has been, or will soon be, displaced from its current administrative office location. While Licensee searches for a more permanent office location replacement, Licensee desires the use of the Town's property at 1640 Floribunda Ave., Hillsborough, California 94010, comprising of a residential house and related facilities on the property ("Facilities").

2.3 Purpose. Town desires to allow Licensee to use the Facilities for administrative office space during normal business hours, as defined by CCFD. ("Activities").

2.4 Consideration. This Agreement is made in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged by the parties.

3. USE OF FACILITIES.

3.1 Facilities Subject to License. Subject to the terms and conditions of this Agreement, the Town hereby agrees to allow Licensee to use the following Facilities for the purpose of conducting the Activities: All improvements and facilities located at 1640 Floribunda Ave., Hillsborough, California 94010, including the house and garage.

(a) Walnut Parking Lot. Subject to the terms and conditions of this Agreement, subject to availability, and while this Agreement remains in effect, the Town also agrees to allow Licensee to access and use the Town's parking lot at 1600 Floribunda Ave., Hillsborough, California 94010, commonly known as the Walnut parking lot ("Walnut Parking Lot"), for the purpose of allowing Licensee's staff to park light administrative, personnel or department passenger vehicles while Licensee's staff are using the Facilities. Licensee may only access the Walnut Parking Lot during normal Town business hours and may not have entrance or exit access before or after Town's business hours. Licensee shall not allow any firetrucks, ambulances, or any other emergency-response vehicles to be parked at or near the Facilities, or in the Walnut Parking Lot, without written consent of the Town's Representative (as that term is defined below). Town shall not be responsible for any kind of cost, loss, damage, injury, or death in any way relating to or arising out of Licensees, and its Invitees and Agents, parking in the Walnut Parking Lot. For purposes of Sections 5, 6, 7, and 8 of this Agreement, the Walnut Parking Lot shall be considered

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a part of the Facilities. The Town may discontinue Licensee's access rights to the Walnut Parking Lot in the Town's discretion immediately upon written notice.

3.2 Terms of License. With this Agreement the Town grants the Licensee the limited right to use the Facilities for the specific purpose named herein. Any License or permission granted hereunder is subject to the discretion, approval and direction of the Town throughout the term and duration of the Agreement and the Town retains the authority to supervise, control, and/or terminate any activities conducted pursuant to this Agreement. The Town hereby designates the Town's City Manager, Doug Davis, or his or her designee, to act as its representative for the performance of this Agreement ("Town's Representative"). Licensee shall not accept direction or orders from any person other than the Town's Representative or his or her designee.

3.3 Restrictions on Use of Facilities. Licensee shall not use, and Licensee shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the Facilities other than for the specific Activities described herein. The term "Agents" shall mean Licensee's officers, directors, member, agents, employees, invitees, contractors, subcontractors, and any employees of such parties. The term "Invitees" shall mean Licensee's invitees, guests or business visitors. By way of example only and without limitation, the following uses of the Facilities by Licensee, or any of its Agents or Invitees, are prohibited:

(a) Licensee shall not allow any vehicles to be parked in the driveway of the Facilities that may be blocking a sidewalk or the street.

(b) Licensee shall not allow any firetrucks, ambulances, or other types of emergency response vehicles to be parked at or nearby the Facilities, including in driveway or on the nearby streets.

(c) Licensee shall not construct or place any permanent structures, signs or improvements of any kind on the Facilities, nor shall Licensee alter any existing structures, signs or improvements of any kind on the Facilities.

(d) Licensee shall not conduct any unauthorized activities on or about the Facilities that constitute waste or nuisance.

(e) Licensee shall not damage Town's real or personal property.

(f) Licensee shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated or disposed of in, on or about the Facilities, or transported to or from the Facilities.

(g) Licensee shall immediately notify Town of any release or suspected release of Hazardous Material. Licensee shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, Licensee shall, without cost to Town and in accordance with all laws and regulations, return the Facilities to the condition immediately prior to the release. Licensee shall allow Town to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

(i) For purposes of this Agreement, "Hazardous Material" includes, without limitation, the following: any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and

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Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.

3.4 Town's Uses. The Town has, and reserves, the right to use the Facilities for any lawful Town purpose at any time (collectively, "Town's Uses"). Town's Uses of the Facilities shall be paramount and superior to any and all other uses of the Facilities, including but not limited to Licensee's uses within the Facilities which are otherwise permitted by this Agreement. The Licensee agrees and acknowledges that the Town's Uses may cause a temporary interruption of the Licensee's use of, or its permission to enter upon and use, the Facilities. In the event that any of Town's Uses interrupts or interferes with any of Licensee's Uses, the Town will use its best efforts, as determined by the Town, to attempt to minimize the interruption or interference. However, the Town shall not be liable to the Licensee, or its Agents and Invitees, for any cost, expense, or damage caused by the Town's Uses. The Town will make a reasonable effort to provide written notice to the Licensee of any planned Town activities within the Facilities Area at least 10 days before those activities begin.

4. TERMS.

4.1 Term and Termination of License. The term of this Agreement shall begin on the Effective Date set forth above, and shall expire one (1) year thereafter ("Term"), unless earlier terminated as provided herein. The Town may agree to extend this Agreement, in its sole discretion, which may be withheld for any reason, if Licensee submits a written extension request at least thirty (30) days' prior to the end of the then-current term. The Town has the right to terminate this Agreement and the License granted hereby upon thirty (30) days' notice, with or without cause. In addition, the Town may terminate this Agreement and the License immediately and without notice for safety reasons. It is within the sole discretion of the Town to determine if and when safety concerns exist which require immediate termination or revocation of the License. The Town shall incur no liability or obligation upon exercising any of the termination rights listed herein.

4.2 Non-assignment of License. The permission, rights and privileges granted hereunder are nonexclusive and nontransferable. Licensee shall not, either voluntarily or by action of law, assign or transfer this Agreement or any obligation, right, title or interest assumed by Licensee herein without the prior written consent of the Town. If Licensee attempts an assignment or transfer of this Agreement or any obligation, right, title or interest herein, Town may at its option, terminate the Agreement and shall thereupon be relieved from any and all obligations to Licensee or its assignee or transferee.

4.3 Surrender and Repair of Damage. Upon the cancellation, expiration, or termination of this Agreement, Licensee shall surrender the Facilities in the same condition as received free from hazards and clear of all debris and of all property of Licensee or its Agents or Invitees. For routine repair needs which are a result of normal wear and tear, and not as a result of damages caused by Licensee, its Agents, or Invitees, Licensee shall promptly contact the Town in writing to request Town repairs, and Town shall make such repairs at Town's expense in a reasonable amount of time. For damages to the Facilities, Licensee shall bear sole cost and financial responsibility for the repair of any and all damage to the Facilities and any personal property located thereon caused by Licensee or its Agents or Invitees, but Licensee shall allow Town to conduct and coordinate the repair work. Licensee shall promptly issue written notice to Town indicating need for repair work. If Licensee damages Facilities or any personal property, the final

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repair costs owed by Licensee shall be determined by the Town, and shall be paid by Licensee within five (5) days of Town's demand therefor. Licensee's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

4.4 Town's Right to Cancel. Town reserves the right to suspend all activities or to cancel or terminate this Agreement upon the happening of the following conditions:

(a) Licensee fails to promptly pay all fees or charges under this Agreement when due.

(b) Licensee fails to cure any non-compliance of any of the terms or conditions of this Agreement within twenty-four (24) hours of receiving Town's notification of such failure, or if such failure cannot be reasonably cured within twenty-four (24) hours, if Licensee fails to commence to cure such failure within such twenty-four (24) hour period and to diligently pursue such cure to completion. Notwithstanding anything to the contrary in the foregoing, Town reserves the right to cancel this Agreement immediately and without prior notice, if, in the Town's sole judgment such action is warranted by such default or breach.

(c) The Town determines that there is an emergency requiring cancellation or termination of the Agreement.

4.5 Compliance with Laws; Regulatory Approvals. Licensee shall, at its sole expense, conduct and cause to be conducted all activities on the Facilities in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Licensee agrees to conduct the Activities at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the Town and other government agencies responsible for public safety. Licensee shall, at its sole expense, procure and maintain in force at all times during its use of the Facilities any and all licenses or approvals necessary to conduct the Activities.

4.6 Utilities. Licensee shall be responsible for paying any and all charges for existing utilities applicable to and serving the Facilities, including, but not limited to, gas, water, electricity, storm water, fiber optic cables, sanitary sewer services, and telephone services, and for the costs of installing any information technology, data or internet services, incurred at any time during the Term of this Agreement. Licensee shall pay such charges within thirty (30) days of receiving a monthly written invoice from Town or the service provider. Licensee's payment obligations shall survive the expiration or termination of this Agreement until all such charges or costs incurred during the Term of this Agreement have been fully satisfied and paid in full.

4.7 Landscaping and Pool Maintenance Costs. Town shall be responsible for maintaining the landscaping and the pool, including the costs associated with the landscaping and pool maintenance services, on and for the Facilities, incurred at any time during the term of this Agreement.

4.8 Town's Right to Cure Defaults by Licensee. If Licensee defaults in the performance of any of its obligations under this Agreement, Town may, at its sole option, remedy such failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days prior written or oral notice of Town's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by Town). Licensee shall pay to Town upon demand, all costs, damages, expenses or liabilities incurred by Town, including, without limitation, reasonable attorneys' fees and costs, in remedying or attempting to remedy

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such default. Licensee's obligations under this Section shall survive the cancellation, expiration or termination of this Agreement.

4.9 Cash Deposit. Town may, without limiting its other remedies, require Licensee to pay to Town in cash or other deposit in an amount necessary to cover the cost of repairing or remedying any breach of this Agreement. Any unexpended sums shall be returned to Licensee, and Licensee shall immediately pay any additional costs incurred by Town in excess of the cash deposited with Town. No interest shall be payable to Licensee on any such deposit.

4.10 Other Use Charges & Expenses.

(a) Daily Use Charges. Because of the benefits that Licensee's emergency services provide to the Town and the public, Licensee shall not be required to pay daily use charges.

(b) Additional Payments for Additional Costs. Within five (5) days of Town's demand therefor, Licensee shall pay Town departments for any costs incurred by those departments in providing the use of Town employees, equipment, property, and facilities, which are not otherwise provided for herein.

5. INSURANCE.

5.1 Minimum Requirements. Without in any way limiting Licensee's liability pursuant to the "Indemnity" section of this Agreement, Licensee must procure and maintain in force, during the full Term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence, $2,000,000 general aggregate, and $2,000,000 products and completed operations for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broad form Property Damage, and Products Liability and Completed Operations;

(b) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident and in the aggregate Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(c) Workers' Compensation Insurance in statutory amounts with Employer's Liability Coverage with limits of not less than $1,000,000 each accident/disease.

(i) The policy shall allow and be endorsed to include a waiver of subrogation in favor of the Town of Hillsborough, its officials, officers, agents, and employees.

(d) Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(i) Name as Additional Insured the Town of Hillsborough, its officials, officers, agents, and employees.

(ii) That such policies shall allow and be endorsed as primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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(iii) The policy(ies) shall allow and be endorsed to include a waiver of subrogation in favor of the Town of Hillsborough, its officials, officers, agents, and employees.

(iv) All policies shall provide thirty days' advance written notice to Town of cancellation mailed to the following address. If a carrier will not provide the required notice of cancellation, the Licensee shall provide written notice to the Town of a cancellation no later than ten (10) business days before cancellation mailed to the following address:

City Manager
Town of Hillsborough
1600 Floribunda Ave.
Hillsborough, CA 94010

(e) In the event that the Town determines that Licensee's Activities require additional insurance, Licensee shall, prior to commencing any such activity obtain such insurance as the Town Manager requires for such activity.

(f) All insurance shall be provided under an occurrence basis.

(g) Should any of the required insurance be provided under a form of coverage other than a per project or per location basis that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(h) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Town may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(i) Before commencing any use of the Facilities under this Agreement, Licensee shall do the following: (a) furnish to Town certificates of insurance, and all required policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Town, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon Town request. Failure to maintain insurance shall constitute a material breach of this Agreement.

6. AS IS CONDITION OF FACILITIES; DISCLAIMER OF REPRESENTATIONS.

(a) LICENSEE ACCEPTS THE USE OF THE FACILITIES IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY TOWN, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE FACILITIES OR ANY FACILITIES ON THE FACILITIES, FOR LICENSEE'S USE.

7. WAIVER OF CLAIMS.

(a) Neither Town nor any of its commissions, departments, boards, officials, officers, agents or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, invitees, Licensees or subcontractors, or their employees, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition

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of the Facilities or its use by Licensee.

(b) Licensee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Town, its departments, commissions, officials, officers, directors, agents and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of the Facilities or Licensee's use thereof, an (ii) in the event that Town exercises its right to suspend, revoke or terminate this Agreement.

(c) In connection with the foregoing release, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Initial

DP

_____ Licensee Initials

Licensee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any cancellation or termination of this Agreement.

8. INDEMNITY

8.1 Indemnity. To the fullest extent permitted by law, Licensee shall indemnify, defend, reimburse and hold harmless Town, its officials, officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of: (a) any acts or omissions of Licensee, its agents, invitees, representatives resulting in any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Facilities, or any part thereof, whether the person or property of Licensee, any of its Agents and Invitees, or third persons, relating in any manner to any use or activity under this Agreement; (b) any failure by Licensee, or any of its Agents or Invitees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the Facilities or any activities conducted thereon by Licensee, its Agents or Invitees; (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents or Invitees, on, in, under or about the Facilities, any improvements permitted thereon, or into the environment; (e) any and all Losses arising in connection with this Agreement, including but not limited to, any such Losses relating to any alleged infringement of the patent rights, trademark, copyright, trade secret, privacy or other personal or other proprietary right of any person or persons; or (f) any acts or omissions of Licensee and its Agents and Invitees relating to this Agreement, or the Facilities.

The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants fees, investigation and remediation costs and all other reasonable costs and expenses

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incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Facilities and claims for damages or decreases in the value of adjoining property. Licensee shall have an immediate and independent obligation to defend Town from any claim which actually or potentially falls within this indemnity provision. Licensee's obligations under this Section shall survive the expiration or termination of this Agreement.

9. MISCELLANEOUS

9.1 No Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or delegated by the Licensee unless first approved by the Town by written instrument executed and approved in the same manner as this Agreement.

9.2 No Joint Ventures or Partnership; Independent Licensee. This Agreement does not create a partnership or joint venture between Town and Licensee. Licensee shall be solely responsible for all matters relating to payment of its employees, including, without limitation, compliance with any and all federal, state or local law and regulations.

9.3 Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of the Town and the Licensee, which event renders impossible the fulfillment of any term of this Agreement, Licensee and the Town shall have no right to nor claim for damages against the other.

9.4 Possessory Interest Taxes. Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest under applicable law. Licensee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Licensee's interest under this Agreement or use of the Facilities pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Licensee's usage of the Facilities that may be imposed upon Licensee by applicable law.

9.5 Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To Town:
Doug Davis
City Manager
Town of Hillsborough
1600 Floribunda Ave.,
Hillsborough, CA 94010

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

Notice shall be deemed (a) the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

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9.6 General Provisions. This Agreement may be amended or modified only by a writing signed by Town and Licensee. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. Except as expressly set forth herein to the contrary, all approvals and determinations of Town requested, required or permitted hereunder may be made in the sole and absolute discretion of the Town Manager or other authorized Town official. This instrument (including the exhibits hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. This Agreement shall be governed by and subject to California law and the Town's Municipal Code. If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. Subject to the prohibition against assignments or other transfers by Licensee hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, Town and Licensee have executed this Agreement as of the Effective Date.

TOWN OF HILLSBOROUGH

DocuSigned by:
By: Doug Davis
A6A4D8E0859C423...
Doug Davis
City Manager

CENTRAL COUNTY FIRE DEPT.

Signed by:
By: Dave Pucci
721ABCD510824C5...
Dave Pucci
Fire Chief

APPROVED AS TO FORM

Signed by:
By: Christopher Diaz
07001F8F6D7E45C...
Christopher Diaz
City Attorney
Best Best & Krieger LLP

TOWN OF HILLSBOROUGH
FIRST AMENDMENT TO LICENSE AGREEMENT

1. PARTIES AND DATE.

This First Amendment to License Agreement ("**Amendment**") is made and entered into this _____, 2026 ("**Effective Date**") by and between the Town of Hillsborough, a municipal corporation organized under the laws of the State of California with its principal place of business at 1600 Floribunda Ave., Hillsborough, California 94010 ("**Town**") and Central County Fire Department, a California joint powers authority created and operating pursuant to Government Code section 6500 et seq. ("**Licensee**"). Town and Licensee are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment.

2. RECITALS.

2.1 Town and Licensee entered into that certain License Agreement for Use of Town Facilities, dated as of January 15, 2025, for Licensee's use of the facilities located at 1640 Floribunda Ave., Hillsborough, California 94010, and related rights described therein ("**Agreement**").

2.2 The Agreement expired by its terms on January 15, 2026.

2.3 The Parties desire to reinstate the Agreement, make this Amendment effective as of the Effective Date, and extend the term of the Agreement through June 30, 2027 ("**Expiration Date**"), unless earlier terminated as provided in the Agreement or this Amendment.

3. AMENDMENT.

3.1 The term of the Agreement is extended through the Expiration Date, unless earlier terminated in accordance with the Agreement or this First Amendment.

3.2 Licensee may terminate the Agreement before the Expiration Date by providing Town with at least thirty (30) days' prior written notice. Any such early termination shall not relieve Licensee of any obligations that accrued before the Effective Date of termination or that survive expiration or termination of the Agreement.

3.3 Except as expressly amended by this First Amendment, all terms, covenants, and conditions of the Agreement remain unchanged and in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, Town and Licensee have executed this Agreement as of the Effective Date.

TOWN OF HILLSBOROUGH

By: _____
Doug Davis
City Manager

CENTRAL COUNTY FIRE DEPARTMENT

By: _____
Dave Pucci
Fire Chief

APPROVED AS TO FORM:

By:_____
Christopher Diaz
City Attorney for Town
Best Best & Krieger LLP

RESOLUTION NO. 26-12

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO LICENSE AGREEMENT FOR USE OF TOWN OF HILLSBOROUGH FACILITIES

WHEREAS, the Town of Hillsborough ("Town") is a municipal corporation organized under the laws of the State of California with the power to own and operate various kinds of facilities and authorize use of those facilities by other public entities; and

WHEREAS, in 2024 Central County Fire Department's administrative staff was displaced from their administrative office at Station 36 located at 1399 Rollins Road in Burlingame; and

WHEREAS, the Town offered to allow Central County Fire Department to use certain facilities on Town property located at 1640 Floribunda Ave, Hillsborough; and

WHEREAS, Central County Fire Department wished to use the facilities offered by Town to conduct its administrative functions while it searched for a new location for its administrative staff; and

WHEREAS, on December 11, 2024, a License Agreement allowing for use of the Town's facilities was approved by the Fire Board; and

WHEREAS, the License Agreement has expired, but Central County Fire Department has a continuing need for use of the facilities, and Town has expressed a willingness to extend the License Agreement through June 30, 2027

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Central County Fire Department approves this Resolution authorizing execution of First Amendment to the License Agreement as shown in Exhibit A.

Approved at a regular meeting of the Board of Directors held on this 10th day of June, 2026.

Signed: _____
Peter Stevenson, Chair

Attest: _____
Rubina Ellam, Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution 26-12 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, 2026, by the following vote of the members thereof:

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

AGENDA ITEM: 6d

STAFF REPORT

MTG. DATE: June 10, 2026

TO: Board of Directors

DATE: June 10, 2026

FROM: Dave Pucci, Fire Chief
Jennifer Crims, Human Resources Director

APPROVED BY: _____
Doug Davis, CAO

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

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Recommendation:
Staff recommends the Board of Directors adopt a resolution approving the attached salary schedule for the Central County Fire Department ("Department"), effective July 13, 2026.

Background:
The Board of Directors has adopted resolutions approving the following updated Memorandums of Understanding (MOU) and Summaries of Benefits for employees of the Department that include salary increases, salary alignment language, salary adjustments, and classification changes:

Employee group	Term
Central County Firefighters Union:	July 1, 2025 through December 31, 2028
Chief Officers group:	July 1, 2025 through December 31, 2028
Management group:	July 1, 2025 through June 30, 2028
Fire Operational Support Services (FOSS) group:	July 1, 2025 through June 30, 2028

The salary schedule has been updated to reflect the changes that are effective July 13, 2026, as previously approved by the Board via Resolution.

The California Public Employees Retirement System requires the governing body to adopt the pay schedules at a public meeting and maintain them as a publicly available document.

Fiscal Impact:
The fiscal impact of the salary and classification changes is $1,235,938 and is included in the FY 26/27 budget.

Attachments:

1. Resolution Adopting the Salary Schedule for Central County Fire Department
2. Central County Fire Department Salary Schedule, effective July 13, 2026

Central County Fire Department

Salary Schedule - Effective 7/13/2026 (adopted by Fire Board 6/10/26)

Includes all July 2026 MOU and Summary of Benefit increases

Fire Operational Support Services **Effective Date**			**A**	**B**	**C**	**D**	**E**
Office Assistant *	Bi-weekly		**2,863.73**	**3,006.92**	**3,157.27**	**3,315.13**	**3,480.89**
7/13/2026	Monthly		6,204.75	6,514.99	6,840.75	7,182.78	7,541.93
	Annually		74,456.98	78,179.92	82,089.02	86,193.38	90,503.14
Administrative Assistant	Bi-weekly		**3,221.70**	**3,382.78**	**3,551.92**	**3,729.52**	**3,916.00**
7/13/2026	Monthly		6,980.35	7,329.36	7,695.83	8,080.63	8,484.67
	Annually		83,764.20	87,952.28	92,349.92	96,967.52	101,816.00
Management Assistant	Bi-weekly		**3,866.04**	**4,059.34**	**4,262.31**	**4,475.43**	**4,699.20**
7/13/2026	Monthly		8,376.42	8,795.24	9,235.01	9,696.77	10,181.60
	Annually		100,517.04	105,542.84	110,820.06	116,361.18	122,179.20
Accounting Technician I (new)	Bi-weekly		**3,389.89**	**3,559.38**	**3,737.35**	**3,924.22**	**4,120.43**
7/13/2026	Monthly		7,344.76	7,711.99	8,097.59	8,502.48	8,927.60
	Annually		88,137.14	92,543.88	97,171.10	102,029.72	107,131.18
Accounting Technician II	Bi-weekly		**3,728.89**	**3,915.33**	**4,111.10**	**4,316.65**	**4,532.48**
7/13/2026	Monthly		8,079.26	8,483.22	8,907.38	9,352.74	9,820.37
	Annually		96,951.14	101,798.58	106,888.60	112,232.90	117,844.48
Senior Accounting	Bi-weekly		**4,101.76**	**4,306.85**	**4,522.19**	**4,748.30**	**4,985.72**
Technician	Monthly		8,887.15	9,331.51	9,798.08	10,287.98	10,802.39
7/13/2026	Annually		106,645.76	111,978.10	117,576.94	123,455.80	129,628.72
Emergency Management	Bi-weekly		**5,004.15**	**5,254.36**	**5,517.08**	**5,792.93**	**6,082.58**
Program Manager *	Monthly		10,842.33	11,384.45	11,953.67	12,551.35	13,178.92
7/13/2026	Annually		130,107.90	136,613.36	143,444.08	150,616.18	158,147.08
Fire Prevention	Bi-weekly		**4,811.11**	**5,051.67**	**5,304.25**	**5,569.46**	**5,847.93**
Specialist	Monthly		10,424.07	10,945.29	11,492.54	12,067.16	12,670.52
7/13/2026	Annually		125,088.86	131,343.42	137,910.50	144,805.96	152,046.18
Emergency Vehicle Technician I	Bi-weekly		**3,660.40**	**3,843.42**	**4,035.59**	**4,237.37**	**4,449.24**
7/13/2026	Monthly		7,930.87	8,327.41	8,743.78	9,180.97	9,640.02
	Annually		95,170.40	99,928.92	104,925.34	110,171.62	115,680.24
Emergency Vehicle Technician II	Bi-weekly		**4,026.44**	**4,227.76**	**4,439.15**	**4,661.11**	**4,894.17**
7/13/2026	Monthly		8,723.95	9,160.17	9,618.17	10,099.08	10,604.04
	Annually		104,687.44	109,922.00	115,418.00	121,189.00	127,248.42
Emergency Vehicle Technician III	Bi-weekly		**4,831.72**	**5,073.31**	**5,326.98**	**5,593.33**	**5,873.00**
7/13/2026	Monthly		10,468.73	10,992.17	11,541.79	12,118.88	12,724.83
	Annually		125,624.72	131,906.06	138,501.48	145,426.58	152,698.00
Temp - clerical	Hourly		18.00				37.00
7/1/2024							
Temp - Technician	Hourly		31.00				40.00
7/1/2024							

*7/13/2026: Office Assistant I removed from salary schedule, Community Risk and Resiliency Specialist title changed to Emergency Management Program Manager

Central County Fire Department

Salary Schedule - Effective 7/13/2026

Includes all July 2026 MOU and Summary of Benefit increases

Management Employees **Effective Date**			**A**	**B**	**C**	**D**	**E**
Fire Chief	Bi-weekly		**11,544.80**	**12,122.04**	**12,728.14**	**13,364.55**	**14,032.78**
7/13/2026	Monthly		25,013.73	26,264.42	27,577.64	28,956.53	30,404.36
	Annually		300,164.80	315,173.04	330,931.64	347,478.30	364,852.28
Deputy Fire Chief	Bi-weekly		**10,495.29**	**11,020.05**	**11,571.05**	**12,149.60**	**12,757.08**
7/13/2026	Monthly		22,739.80	23,876.78	25,070.61	26,324.13	27,640.34
	Annually		272,877.54	286,521.30	300,847.30	315,889.60	331,684.08
Administrative Services	Bi-weekly		**6,844.88**	**7,187.12**	**7,546.48**	**7,923.80**	**8,319.99**
Director *	Monthly		14,830.57	15,572.09	16,350.71	17,168.23	18,026.65
7/13/2026	Annually		177,966.88	186,865.12	196,208.48	206,018.80	216,319.74
Emergency Medical Services	Bi-weekly		**6,722.39**	**7,058.51**	**7,411.44**	**7,782.01**	**8,171.11**
Manager	Monthly		14,565.18	15,293.44	16,058.12	16,861.02	17,704.07
7/13/2026	Annually		174,782.14	183,521.26	192,697.44	202,332.26	212,448.86
Human Resources	Bi-weekly		**7,529.36**	**7,905.83**	**8,301.12**	**8,716.18**	**9,151.99**
Director	Monthly		16,313.61	17,129.30	17,985.76	18,885.06	19,829.31
7/13/2026	Annually		195,763.36	205,551.58	215,829.12	226,620.68	237,951.74

*7/13/2026: Administrative Services Manager title changed to Administrative Services Director

RESOLUTION 26-13

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

WHEREAS, the Central County Fire Department desires to provide competitive salaries; and

WHEREAS, the Board of Directors has approved Memorandums of Understanding for the Central County Firefighters Union and the Chief Officers group that are for the term July 1, 2025 through December 31, 2028;

WHEREAS, the Board of Directors has approved Summaries of Benefits for the Management group and the Fire Operational Support Services (FOSS) group for the term July 1, 2025 through June 30, 2028; and

WHEREAS, those Memorandums of Understanding and Summaries of Benefits include salary increases, salary alignment language, salary adjustments, and classification changes; and

WHEREAS, the California Public Employees Retirement System requires the governing body of the agency to adopt a pay schedule at a public meeting and maintain a publicly available document; and

WHEREAS, the 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 13, 2026.

Approved at a regular meeting of the Board of Directors held on this 10th day of June, 2026.

SIGNED: _____
Peter Stevenson, Chair

ATTEST: _____
Rubina Ellam, Board Clerk

I hereby certify that the foregoing is a true and correct copy of Resolution 26-13 adopted by the Board of Directors of the Central County Fire Department, at its regular meeting held at Burlingame City Hall on the 10th day of June by the following vote of the members thereof:

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

AGENDA ITEM: 6e **STAFF REPORT** **MTG. DATE:** June 10, 2026

TO: Board of Directors

DATE: June 10, 2026

FROM: Jennifer Crims, Human Resources Director

APPROVED BY: _____
Doug Davis, CAO

SUBJECT: Workers' Compensation coverage for Volunteers

Recommendation:
Adopt the Resolution declaring that volunteers will be treated as employees for the purpose of workers' compensation benefits.

Background:
Volunteers are a valued part of the Central County Fire Department's ("Department") ability to serve the community by providing emergency response readiness, community preparedness, and workforce development. Volunteers represent dedicated members of our community and potential future employees. Examples of the Department's active volunteer programs are:

> Community Emergency Response Team (CERT) – Participants train in basic disaster response skills such as fire safety, light search and rescue, team organization, and disaster medical operations so that they can provide disaster preparedness education, basic emergency response assistance, and surge capacity during major incidents.
>
> Firefighter Intern – In a learning capacity, participants respond to emergency calls, participate in company training, interact with the community, assist with tasks, and obtain knowledge that will help them on their path to becoming a career firefighter.

It has been the Department's long-standing practice to treat volunteers as employees with regard to workers' compensation benefits. California Labor Code §3363.5 allows public agencies to extend workers' compensation coverage to registered volunteers when formally authorized by the governing body.

Providing workers' compensation benefits to volunteers has several benefits. First, it provides volunteers with immediate medical treatment for on-the-job injuries at no cost to

the volunteer. Second, workers' compensation becomes the volunteer's exclusive remedy, which protects the Department from civil liability.

Fiscal Impact:

Any increase in workers' compensation expenses is expected to be negligible, based on our past experience with volunteers.

Attachments:

1. Resolution Declaring Volunteers be Treated as Employees for Purposes of Receiving Workers' Compensation Benefits

RESOLUTION NO. 26-14

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT DECLARING VOLUNTEERS BE TREATED AS EMPLOYEES FOR PURPOSES OF RECEIVING WORKERS' COMPENSATION BENEFITS

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

WHEREAS, the Central County Fire Department recognizes that volunteers are a valued part of our ability to serve the community; and

WHEREAS, it has been the Central County Fire Department's long-standing practice to treat volunteers as employees with regards to workers' compensation benefits; and

WHEREAS, the California Labor Code allows public agencies to extend workers' compensation coverage to registered volunteers; and

WHEREAS, a resolution by the public agency is required to formally document extending workers' compensation coverage to volunteers.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the Central County Fire Department approves a resolution declaring volunteers be treated as employees for purposes of receiving workers' compensation benefits.

Approved at a regular meeting of the Board of Directors held on this 10th day of June, 2026.

Signed: _____
Peter Stevenson , Chair

Attest: _____
Rubina Ellam, Board Clerk

I hereby certify that the foregoing is a true and correct copy of Resolution 26-14 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, 2026, by the following vote of the members thereof:

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