



# Coastside Fire Protection District

## STAFF REPORT

**TO:** Honorable Board of Directors

**FROM:** Jonathan Cox, Deputy Fire Chief

**DATE:** June 22, 2022

**SUBJECT:** A RESOLUTION OF THE DISTRICT BOARD OF COASTSIDE FIRE PROTECTION DISTRICT AUTHORIZING THE DEPUTY CHIEF TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH 4LEAF, INC. TO UPDATE THE PRICING FOR 4LEAF, INC. SERVICES

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### **Recommendation**

It is recommended that the Fire Board adopt the attached resolution authorizing a First Amendment of the Agreement for Professional Services with 4LEAF, Inc. to include the revised Exhibit A to the Agreement which contains the FY2022-2023 Fee Schedule & Basis of Charges for Coastside Fire District.

### **Background and Discussion**

On April 25, 2016, the District entered into an agreement with 4LEAF, Inc. to provide building and safety consulting services to the District. On June 8, 2022, 4LEAF, Inc. provided the District with the FY2022-2023 Fee Schedule & Basis of Charges for Coastside Fire District.

The Board is asked to approve the resolution and First Amendment attached to this report to replace Exhibit A with the FY2022-2023 Fee Schedule & Basis of Charges for Coastside Fire District.

### **Fiscal Impact**

If the attached resolution is approved, it will authorize the Deputy Chief to execute an amendment that will increase the fees and charges by 4LEAF, Inc.

### **Attachments:**

1. Resolution
2. First Amendment to Agreement for Professional Services

**RESOLUTION NO. 2022-47**

**A RESOLUTION OF THE DISTRICT BOARD OF COASTSIDE FIRE PROTECTION DISTRICT AUTHORIZING THE DEPUTY CHIEF TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH 4LEAF, INC.**

WHEREAS, on April 25, 2016, the District entered into an agreement with 4LEAF, Inc. to provide building and safety consulting services to the District; and

WHEREAS, on June 8, 2022, 4LEAF, Inc. provided the District with the FY2022-2023 Fee Schedule & Basis of Charges for Coastside Fire District; and

WHEREAS, District Staff recommends that Exhibit A of the Agreement be replaced with the FY2022-2023 Fee Schedule & Basis of Charges for Coastside Fire District.

NOW, THEREFORE, BE IT RESOLVED, by the Fire Board of the Coastside Fire Protection District that the Deputy Chief is authorized to execute the attached FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH 4LEAF, INC. on behalf of the District.

PASSED AND ADOPTED as a Resolution of the Coastside Fire Protection District at the regular meeting held on the 22nd day of June 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Gary Burke, Board President

ATTEST:

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Deputy Chief Jonathan Cox, District Secretary

FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES WITH 4LEAF, INC.

This document constitutes the First Amendment to the Agreement for Professional Services entered into as of the 25<sup>th</sup> day of April, 2016 by and between the Coastside Fire Protection District (“DISTRICT”) and 4LEAF, Inc. (“CONSULTANT”).

RECITALS

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

- A. CONSULTANT has provided DISTRICT with FY2022-2023 Fee Schedule & Basis of Charges for Coastside Fire District.
- B. Pursuant to Paragraph 3 of the April 25, 2016 Agreement, CONSULTANT was reimbursed based on the 2016 Fee Schedule & Basis of Charges.
- C. CONSULTANT has provided the updated Exhibit A to reflect FY2022-2023 pricing.

Based upon the foregoing Recitals the DISTRICT and CONSULTANT agree to the following terms:

- 1. Exhibit A, “2016 Fee Schedule & Basis of Charges,” shall be replaced with “FY2022-2023 Fee Schedule & Basis of Charges for Coastside Fire District.”
- D. All other terms and conditions of the Agreement shall remain in force and effect.

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

COASTSIDE FIRE PROTECTION DISTRICT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Cox, Deputy Chief

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kevin Duggan, President  
4LEAF, Inc.

EXHIBIT A  
FY2022-2023 Fee Schedule & Basis of Charges for Coastside  
Fire District



# FY2022-2023 FEE SCHEDULE & BASIS OF CHARGES

## For Coastside Fire District

### All Rates are Subject to Basis of Charges

#### Project/Construction Management Services\*

Principal-in-Charge .....	\$210/hour
Project Manager .....	\$210/hour

#### Inspection Services\*

Fire Inspector I.....	\$115/hour
Fire Inspector II.....	\$125/hour
Hazardous Materials Inspector .....	\$135/hour
Interim Fire Marshal.....	\$165/hour
CUPA Inspector.....	\$300/hour

#### Engineering Services\*

Fire Prevention Engineer .....	\$190/hour
Structural Engineer.....	\$210/hour
Geotechnical Engineer .....	\$210/hour
Civil Engineer .....	\$175/hour
Surveyor .....	\$190/hour
Office Engineer .....	\$160/hour
Field Engineer .....	\$155/hour
Expert Witness .....	\$515/hour

#### Administrative Services\*

Project Administrator.....	\$80/hour
Headhunter Services .....	3-month Salary *
	<i>*Min \$10,000</i>

*\*All Fees Subject to Basis of Charges*

### BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Work is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- 4LEAF assumes that these rates reflect the FY2022-2023 contract period. 3% escalation for FY2023-2024 and FY2024-2025 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 

- Regular time (work begun after 5AM or before 4PM)	1x hourly rate
- Night Time (work begun after 4PM or before 5AM)	1.125x hourly rate



- *Overtime (over 8-hour M-F or Saturdays)* *1.5x hourly rate*
- *Overtime (over 8 hours Sat or 1<sup>st</sup> 8-hour Sun)* *2x hourly rate*
- *Overtime (over 8 hours Sun or Holidays)* *3x hourly rate*
- Overtime will only be billed with prior authorization of the Client.
- All billable expenses will be charged at cost plus 20%.
- All work with less than 8 hours of rest between shifts will be charged the appropriate overtime rate.
- In accordance with California’s Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular time rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF’s non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- If 4LEAF is requested or otherwise required to conform to Client’s alternative work week schedule (“AWW”), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW.
  - If 4LEAF’s affected employment group approves an AWW election and the same is registered, the overtime compensation/reimbursement shall not be required.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.
- Requested services and their applicable rates will be limited to available staff at the time of request when work is less than full time (40 hours per week).
- Client mandated training will be reimbursed to 4LEAF at cost + 20%.