

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229**

JOHN GIOIA, CHAIR

CANDACE ANDERSEN, VICE CHAIR

MARY N. PIEPHO

KAREN MITCHOFF

FEDERAL D. GLOVER

DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900

JEFF CARMAN, FIRE CHIEF

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO THREE (3) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day.
Your patience is appreciated.

A closed session may be called at the discretion of the Board Chair.

**AGENDA
February 10, 2015**

1:30 P.M. Convene and call to order.

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.4 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Director or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS

- PR.1** PRESENTATION honoring Assistant Fire Chief Alan B. Hartford on the occasion of his retirement from the Contra Costa County Fire Protection District. (Jeff Carman, Fire Chief)
- PR.2** PRESENTATION honoring Battalion Chief Clive Morgan Savacool on the occasion of his retirement from the Contra Costa County Fire Protection District. (Jeff Carman, Fire Chief)
- PR.3** PRESENTATION of the Supplying Aid to Victims of Emergency (SAVE) Program which provides emergency financial assistance to fire and natural disaster victims. (Vito Impastato, Fire Captain)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (3 Minutes/Speaker)

- D.3** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Jeff Carman, Fire Chief)
- D.4** CONSIDER approving and authorizing the Fire Chief, or designee, to execute a contract amendment agreement with AP Triton, LLC to increase the payment limit by \$160,000 to a new payment limit of \$222,075 for continued services in the development of a fire-based ambulance service proposal, with no change in the contract term of December 1, 2014 through February 28, 2016. (Jeff Carman, Fire Chief)
- D.5** CONSIDER approving and authorizing the Fire Chief, or designee, to execute a Funding Agreement between the Contra Costa County Fire Protection District and the City of San Pablo to reimburse the District for Enhanced Emergency Medical Services to the City of San Pablo, including start up costs, equipment and personnel for the term May 1, 2015 through April 30, 2020 with an option to extend for an additional five year period. (Jeff Carman, Fire Chief)

CONSENT ITEMS

- C.1** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with Ferrara Fire Apparatus, Inc. in an amount not to exceed \$150,000 for the purchase and delivery of one squad apparatus for emergency response and APPROVE Appropriation and Revenue Adjustment No. 5040 authorizing new revenue from the City of San Pablo in the amount of \$147,702 and appropriating it in the Contra Costa County Fire Protection District (7300) for the purchase of a new squad apparatus. (100% City of San Pablo Measure K Revenue) (Consider with D.5)
- C.2** ADOPT Position Adjustment Resolution No. 21608 to add one Fire District Telecommunications Specialist (represented) position in the Contra Costa County Fire Protection District. (100% Contra Costa County Fire Protection District Operating fund)
- C.3** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with Freschi Air Systems, Inc. to increase the payment limit by \$50,000 to a new payment limit of \$382,000 and extend the term from February 28, 2015 to February 29, 2016 for a guaranteed maintenance service agreement for heating, ventilation, and air conditioning equipment. (100% Contra Costa County Fire Protection District Operating fund)

- C.4** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Cascade Healthcare Services, LLC doing business as Cascade Training Center, in an amount not to exceed \$130,000 for emergency medical services training for first responder personnel from March 1, 2015 through February 29, 2016. (Cost Savings)

GENERAL INFORMATION

The Board meets in its capacity as the Board of Directors of the Contra Costa County Fire Protection District pursuant to Ordinance Code Section 24-2.402. Persons who wish to address the Board of Directors should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours. All matters listed under CONSENT ITEMS are considered by the Board of Directors to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Commission votes on the motion to adopt. Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Directors can be submitted to the office of the Clerk of the Board via mail: Contra Costa County Fire Protection District Board of Directors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The District will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106. Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements. Applications for personal subscriptions to the Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The Board of Directors' agenda and meeting materials are available for inspection at least 96 hours prior to each meeting at the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California.

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www.co.contra-costa.ca.us

ADVISORY COMMISSION

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, February 23, 2015 at 7:00 p.m. at the District Training Center, 2945 Treat Blvd., Concord, CA 94518.

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):

The Contra Costa County Fire Protection District has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB Assembly Bill
ABAG Association of Bay Area Governments
ACA Assembly Constitutional Amendment
ADA Americans with Disabilities Act of 1990
AFSCME American Federation of State County and Municipal Employees
ARRA American Recovery & Reinvestment Act of 2009
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BayRICS Bay Area Regional Interoperable Communications System
BGO Better Government Ordinance
BOC Board of Commissioners
CALTRANS California Department of Transportation
CAER Community Awareness Emergency Response
CAL-EMA California Emergency Management Agency
CAO County Administrative Officer or Office
CBC California Building Code
CCCPFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CFC California Fire Code
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFPD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPF – California Professional Firefighters

CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
FTE Full Time Equivalent
FY Fiscal Year
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IAFF International Association of Firefighters
ICC International Code Council
IFC International Fire Code
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
Local 1230 Contra Costa County Professional Firefighters Local 1230
MAC Municipal Advisory Council
MBE Minority Business Enterprise
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
NFPA National Fire Protection Association
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
PARS Public Agencies Retirement Services

PEPRA Public Employees Pension Reform Act
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
UCOA United Chief Officers Association
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Retirement of Assistant Fire Chief Alan B. Hartford

RECOMMENDATION(S):

ADOPT Resolution No. 2015/2 honoring Assistant Fire Chief Alan B. Hartford on the occasion of his retirement from the Contra Costa County Fire Protection District, as recommended by the Fire Chief.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 10, 2015

Contact: Jeff Carman,
941-3500

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/2

*The Board of Directors of the
Contra Costa County Fire Protection District*

In the matter of:

Resolution No. 2015/2

Honoring Assistant Fire Chief Alan B. Hartford on his retirement from the Contra Costa County Fire Protection District after 28 years of service.

WHEREAS, Alan Hartford began his public service as a Firefighter with the Riverview Fire Protection District on June 23, 1986; and **WHEREAS**, Alan Hartford was promoted to Fire Captain on October 2, 1996; and **WHEREAS**, Alan Hartford was promoted to Battalion Chief on August 16, 2004, and served as the Chief of both the Emergency Medical Services and Training Divisions along with operational battalion assignments; and **WHEREAS**, Alan Hartford accepted the position of Assistant Fire Chief on October 1, 2013; and **WHEREAS**, Alan Hartford provided constant and adamant support for the maintenance and enhancement of the Operations Division to carry out the critical and necessary duties as a primary mission of the Fire District; and **WHEREAS**, Alan Hartford was instrumental in the development of the Fire District’s water rescue and boat programs; and **WHEREAS**, Alan Hartford was a State Fire Marshall Level 3 Instructor; Certified Chief Officer; Ships Master; and **WHEREAS**, Alan Hartford worked consistently to ensure the Fire District's commitment to our community was upheld daily through reinforcement of personal and organizational accountability, adherence to conservative fiscal policies, and seeking out and supporting opportunities to create efficiencies through innovative programs; and **WHEREAS**, Alan Hartford served as a District representative and subject matter expert for fire department assessment exams across the state and beyond; and **WHEREAS**, Alan Hartford not only served the District for 28 years, but dedicated more than 34 years of his life to the betterment of the public’s safety in general; and **NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Board of Supervisors thanks and honors Alan Hartford for his dedicated and outstanding service to the residents of Contra Costa County and wishes him well on his retirement from the Fire District and in all his future endeavors.

JOHN GIOIA

Chair,
District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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ATTESTED: February 10, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Retirement of Battalion Chief Clive Morgan Savacool

RECOMMENDATION(S):

ADOPT Resolution No. 2015/1 honoring Battalion Chief Clive Morgan Savacool on the occasion of his retirement from the Contra Costa County Fire Protection District, as recommended by the Fire Chief.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 10, 2015

Contact: Jeff Carman,
941-3500

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/1

*The Board of Directors of the
Contra Costa County Fire Protection District*

In the matter of:

Resolution No. 2015/1

Honoring Battalion Chief Clive “Morgan” Savacool on his retirement from the Contra Costa County Fire Protection District after 16 years of service.

WHEREAS, Morgan Savacool began his public service as a Reserve Firefighter with the Contra Costa County Fire Protection District in September 1996; and WHEREAS, Morgan Savacool was a Firefighter with the East Diablo and Pinole Fire Departments from November 1999 to June 2001; and WHEREAS, Morgan Savacool received a permanent appointment as Firefighter-Paramedic with the Contra Costa County Fire Protection District on June 4, 2001; and WHEREAS, Morgan Savacool was promoted to Fire Engineer on August 15, 2005; and WHEREAS, Morgan Savacool was promoted to Fire Captain on January 15, 2008; and WHEREAS, Morgan Savacool was an Executive Board Member and Vice President with IAFF Local 1230 from October 2008 to October 2011; and WHEREAS, Morgan Savacool was promoted to Battalion Chief on April 2, 2012; and WHEREAS, Morgan Savacool provided constant and adamant support for the maintenance and enhancement of the Training Division to carry out the critical and necessary duties as a primary mission of the Fire District; and WHEREAS, Morgan Savacool worked consistently to ensure the Fire District's commitment to our community was upheld daily through reinforcement of personal and organizational accountability, adherence to conservative fiscal policies, and seeking out and supporting opportunities to create efficiencies through innovative programs; and WHEREAS, Morgan Savacool served as a District representative and subject matter expert for fire department assessment exams across the Bay Area; and WHEREAS, Morgan Savacool not only served the District for 16 years, but dedicated more than 18 years of his life to the betterment of the fire service in general; and NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors thanks and honors Morgan Savacool for his dedicated and outstanding service to the residents of Contra Costa County and wishes him well on his retirement from the Fire District and in all his future endeavors.

JOHN GIOIA

Chair,
District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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ATTESTED: February 10, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Supplying Aid to Victims of Emergency (SAVE) Program

RECOMMENDATION(S):

RECEIVE a presentation of the Supplying Aid to Victims of Emergency (SAVE) Program which provides emergency financial assistance to fire and natural disaster victims.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

For victims of fire or other natural disaster, the aftermath can be devastating. Fires and natural disasters not only wreak havoc on the emotional state of its victims, but also their financial state. Often left with just the clothes on their back, victims of fire or other natural disaster are frequently in a panicked state when they realize that they have no money, no clothes, and nowhere to sleep through the night.

As part of its mission to provide victim assistance, the California Fire Foundation (

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 10, 2015

Contact: Lon Goetsch,
925-941-3502

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

www.CAFireFoundation.org) has launched the **Supplying Aid to Victims of Emergency (SAVE) program**, which provides emergency financial assistance to fire and natural disaster victims.

The SAVE program aims to provide immediate short-term support in the aftermath of a fire or other natural disaster to displaced victims by distributing gift cards, in the amount of \$100, to eligible victims of fires or other natural disasters so they may purchase basic necessities such as food, clothing, or medicine.

This program is available to any officially organized fire department or district. The SAVE program is financed entirely through private and corporate donations made through the California Fire Foundation. Chevron, Inc. is a major corporate donor to the program.

CONSEQUENCE OF NEGATIVE ACTION:

This is a presentation item only. No action is required by the Board of Directors.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Fire Chief's Report

RECOMMENDATION(S):

ACCEPT a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

At the request of the Contra Costa County Fire Board of Directors, the Fire Chief is providing a report on the status and progress of the various District initiatives.

CONSEQUENCE OF NEGATIVE ACTION:

The report will not be received by the Board of Directors.

CHILDREN'S IMPACT STATEMENT:

No impact.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: February 10, 2015

Contact: Jeff Carman,
925-941-3500

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Fire Chief's Report - February
2015

Contra Costa County



Fire Protection District

February 10, 2014

TO: Board of Directors

FROM: Jeff Carman, Fire Chief

RE: Fire Chief's Report

-
- The District developed and published an operational plan for calendar years 2014 and 2015. The plan is not a strategic plan, but rather an operational plan that directs the District on its priorities for the next year. During calendar year 2015, the District will develop a business plan for all of its major divisions that will transfer to a strategic plan in fiscal year 2016-17.
 - New apparatus are on order and are expected to begin delivery in the fall. A more specific production schedule will be forthcoming. The order was ten engines, three trucks, and one large rescue truck. All of these are much-needed replacements for an aging fleet of heavy apparatus.
 - In January our firefighters responded to a reported structure fire in Martinez. On arrival they were confronted with two well-involved structures. A second alarm was immediately called, followed by a third alarm, bringing 13 fire companies and a total of 45 firefighters to the scene. Ultimately, it was determined that the cause of the fires was arson and our arson investigation team responded. Their investigation determined that a total of eight fires were started resulting in approximately \$1 million in damages. A suspect has been arrested and is being held on \$1.5 million bail.
 - The District is currently working on the development of an annual report for 2014. It is our hope that this report will work to educate our customers, our stakeholders, and our own personnel on the large volume of work we do throughout the year. The goal is for the report to be released in March.
 - Academy 47 graduated on January 16, putting 14 more firefighters on the street. As a result, we were able to reopen Fire Station 11 in Clayton on the same day and also open a two-person squad at Fire Station 1 in downtown Walnut Creek. Fire Station 11 was critical for us to reopen due to their call volume and their geographical location in the District. The addition of the squad at Fire Station 1 will allow us to have additional staff available for the risk posed by the high-rise structures located in Walnut Creek as well as providing some relief to the number of calls Quint 1 responds to. Academy 48 began on February 2 with 11 more firefighters that will graduate in the spring.
 - The District continues to work with the City of San Pablo on a contract for services agreement for the District to provide a two-person squad assigned to Fire Station 70 in San Pablo. The contract was approved by the City in early January, and pending approval of the contract by the Fire Board of Directors, the service will begin May 1. Although many more resources are needed in West County, adding two additional firefighters will help offset the 3,500 calls that Engine 70 runs annually.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Contract Amendment for Development of Fire-Based Emergency Ambulance Service Proposal

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment agreement with AP Triton, LLC to increase the payment limit by \$160,000 to a new payment limit of \$222,075 for continued services in the development of a fire-based ambulance service proposal, with no change in the contract term of December 1, 2014 through February 28, 2016.

FISCAL IMPACT:

\$160,000: 100% Fire District General Operating Fund

BACKGROUND:

The Contra Costa County Fire Protection District (District) entered into a contract with AP Triton, LLC (Contractor) for analysis, planning, and development of a fire-based emergency ambulance service proposal. The Contractor has completed a financial feasibility analysis and an examination of different deployment models.

This amendment agreement expands the scope of services under the original contract and authorizes the Contractor to 1) issue a request for qualifications for the potential selection

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 10, 2015

Contact: Jackie Lorrekovich, Chief Admin
Svc (925) 941-3312

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of an ambulance provider to work with the District in the development of a fire-based medical transport service proposal, 2) assist with the assessment of the bidders, 3) negotiate the terms and conditions of a potential public-private partnership agreement, and 4) assist with the development of the District's response to the Contra Costa County Request for Proposals for Exclusive Operator for Emergency Ambulance Service.

CONSEQUENCE OF NEGATIVE ACTION:

The District will discontinue work on the development of a proposal to compete for Exclusive Operator for Emergency Ambulance Service within the Designated Exclusive Operating Area of Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Funding Agreement Between the Contra Costa County Fire Protection District and the City of San Pablo for Enhanced Emergency Medical Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Funding Agreement between the Contra Costa County Fire Protection District and the City of San Pablo for Enhanced Emergency Medical Services.

FISCAL IMPACT:

Funded in part by revenue from Measure K, the voter-approved sales tax measure to fund enhanced emergency medical services in the City of San Pablo, and in part from Fund Balance in the City of San Pablo's General Fund.

BACKGROUND:

The Contra Costa County Fire Protection District ("District") provides fire, rescue and emergency medical incident response services within the City of San Pablo ("City"). The District's Station 70 is located within the City at 13928 San Pablo Avenue ("Station 70"), and is currently staffed by one (1) fire captain, one (1) fire engineer and one (1) firefighter; at least one of which is a paramedic. Station 70 currently has the capacity to house one three-person company. Following the recent passage of sales tax Measure K, a special tax, the City is required to spend the proceeds of Measure K to enhance the emergency medical incident

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

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Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 10, 2015

Contact: Jeff Carman, Fire Chief
(925) 941-3500

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

response services provided in the City. The City and District have negotiated an agreement under which an additional two-person squad will be operated out of Station 70 and staffed 24 hours a day. The City will pay for the squad vehicle, the costs of personnel, equipment and fuel for the squad, and the costs associated with constructing housing or other accommodations at Station 70 for the squad personnel.

Under the agreement, the District must staff Station 70 with a two-person squad comprised of a fire engineer and a firefighter, at least one of which will be a paramedic (the "EMS Squad"), in addition to the existing three-person company comprised of a captain, a fire engineer, and a paramedic. The EMS Squad will be housed at, and permanently assigned to Station 70, 24 hours a day, seven days a week. This obligation will remain for so long as Station 70 is in existence.

Initially, the District will purchase, and the City will pay for, a new squad vehicle at a cost not to exceed \$175,000. The EMS Squad will be equipped with firefighter protective clothing, a cardiac monitor, a defibrillator, necessary radios and communications equipment and other equipment the District determines is necessary to its duties (the "EMS Squad Equipment"). The EMS Squad Equipment will primarily be provided by the District from its surplus equipment supply. The remaining EMS Squad Equipment will be purchased by District after it provides the City with a list of EMS Squad Equipment that is necessary and in addition to the District supplied EMS Squad Equipment. The District will invoice the City for the cost of any new EMS Squad Equipment it purchases.

The EMS Squad personnel will be assigned at the sole discretion of the District. Notwithstanding that the EMS Squad is located at Station 70 in the City, the EMS Squad will be used in the same manner that the District would use it if the City were not funding the EMS Squad. At the District's discretion, the EMS Squad may be assigned to provide emergency services at any location as deemed necessary by the District. The EMS Squad will not provide EMS transportation services.

To house the EMS Squad, the District will determine a design to add a double wide modular housing unit approximately 1,200 square feet in size (with sleeping quarters, bathroom, etc.), a breezeway, walkway, and portal into the existing Station 70, and the necessary site improvements for the new structure to serve as additional housing for the EMS Squad (the "EMS Squad Housing Design"). The housing improvements to Station 70 are contingent on and subject to appropriate review under the California Environmental Quality Act ("CEQA"). The District shall act as lead agency for the EMS Squad housing construction, obtain all permits, approval, and entitlements necessary for the EMS Squad housing, and prepare environmental clearance for the remodel project pursuant to CEQA. The City will assist in expediting plan review and the issuance of permits and entitlements within the jurisdiction of the City. The District will contract for the construction of the EMS Squad housing according to the EMS Squad Housing Design. The City will fund all reasonable costs of the EMS Squad housing at Station 70 with the exception of upgrades to the current structure and emergency generator. However, the District shall be responsible for competently managing the project and shall be liable for any contractor claims arising out of the project which could have been reasonably avoided by the District.

In addition to the start-up costs, the City will pay the District for the staffing and operation of the EMS Squad in the maximum amount of (a) \$1.2 million annually for the first three years of this Agreement, and (b) \$1.5 million annually for the fourth and fifth years of this Agreement. However, if the City's governing body fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement that are in excess of Measure K funds received, and if other funds are not available for such payments, then the City shall give the District immediate written notice, and the District may thereafter terminate this agreement.

The term of the Agreement is five years and may be extended for another five years.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not enter into this Agreement with the City for enhanced emergency medical services.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Funding Agreement

CCC fire EMS Agreement

**FUNDING AGREEMENT BETWEEN THE CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT AND THE CITY OF SAN PABLO
FOR ENHANCED EMS SERVICES**

This Funding Agreement Between the Contra Costa County Fire Protection District and the City of San Pablo for Enhanced EMS Services, dated May 1, 2015, 2015, (this “Agreement”), is entered into between the Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California (the “District”), and the City of San Pablo, a municipal corporation (the “City”).

RECITALS

A. The District provides fire, rescue and emergency medical incident response services within the City, which is located within the District’s boundaries.

B. The District’s Station 70 is located within the City at 13928 San Pablo Avenue (“Station 70”), and is currently staffed by one (1) fire captain, one (1) fire engineer and one (1) firefighter; at least one of which is a paramedic. Station 70 currently has the capacity to house one three-person company.

C. The City’s voters recently passed sales tax Measure K, and the City is required to spend the proceeds of Measure K to enhance the emergency medical incident response services provided in the City.

D. The parties desire to enter into an agreement to describe how an additional two-person squad to be operated out of Station 70 and staffed 24 hours a day will be funded. The City will pay for the EMS Squad vehicle, the costs of personnel, equipment and fuel for the EMS Squad, and the costs associated with constructing housing or other accommodations at Station 70 for the EMS Squad personnel.

NOW, THEREFORE, the parties agree as follows:

A. EMS SQUAD.

1. **EMS Squad Personnel.** For as long as the District keeps Station 70 open, the District shall minimally staff Station 70 with a two-person squad comprised of a fire engineer and a firefighter, at least one of which will be a paramedic (the “EMS Squad”), which is in addition to the existing three person squad comprised of a captain, a fire engineer, and a paramedic. The EMS Squad will be housed at, and permanently assigned to Station 70, 24 hours a day, seven days a week.
2. **EMS Squad Vehicle and Equipment.**
 - a. **EMS Squad Vehicle.** The District will obtain a new squad vehicle that meets the District’s specifications for use by the EMS Squad in performing its duties (the “EMS Squad Vehicle”). The cost of the EMS Squad Vehicle will not

exceed \$175,000. The EMS Squad Vehicle will be registered in the name of the District and covered by District insurance in the same manner as other District vehicles. The City shall pay the cost of obtaining the EMS Squad Vehicle. The City will advance funds to the District before the District obtains the EMS Squad Vehicle, if requested by the District. The District will retain ownership of the EMS Squad Vehicle after termination of this Agreement.

- b. EMS Squad Equipment. The EMS Squad will be equipped with firefighter protective clothing, a cardiac monitor, a defibrillator, necessary radios and communications equipment and other equipment the District determines is necessary to its duties (the “EMS Squad Equipment”). The EMS Squad Equipment will primarily be provided by the District from its surplus equipment supply. The remaining EMS Squad Equipment will be purchased by District after it provides the City with a list of EMS Squad Equipment that is necessary and in addition to the District supplied EMS Squad Equipment. The District will invoice the City for the cost of any new EMS Squad Equipment it purchases. City will pay the District for the cost of the EMS Squad Equipment within 30 days of its receipt of an invoice.
- c. EMS Squad Assignment. The EMS Squad personnel will be assigned at the sole discretion of the District. Notwithstanding that the EMS Squad is located at Station 70 in the City, the EMS Squad will be used in the same manner that the District would use it if the City were not funding the EMS Squad. At the District’s discretion, the EMS Squad may be assigned to provide emergency services at any location as deemed necessary by the District. The EMS Squad will not provide EMS transportation services.
- d. Station 70 Housing. To house the EMS Squad, the District will determine a design to add a double wide modular housing unit approximately 1,200 square feet in size (with sleeping quarters, bathroom, etc.), a breezeway, walkway, and portal into the existing Station 70, and the necessary site improvements for the new structure to serve as additional housing for the EMS Squad (the “EMS Squad Housing Design”). The housing improvements to Station 70 are contingent on and subject to appropriate review under the California Environmental Quality Act (“CEQA”). The District shall act as lead agency for the EMS Squad housing construction, obtain all permits, approval, and entitlements necessary for the EMS Squad housing, and prepare environmental clearance for the remodel project pursuant to CEQA. The City will assist in expediting plan review and the issuance of permits and entitlements within the jurisdiction of the City. The District will contract for the construction of the EMS Squad housing according to the EMS Squad Housing Design. The City will fund all reasonable costs of the EMS Squad housing at Station 70 with the exception of upgrades to the current structure and emergency generator. However, the District shall be responsible for competently managing the project and shall be liable for any contractor claims arising out of the project which could have been reasonably avoided by the District.

B. ANNUAL COSTS, INVOICING AND PAYMENT.

1. EMS Squad Funding; Non-Appropriation. In addition to the start-up costs set forth in section A(2), the City will pay the District for the staffing and operation of the EMS Squad in the maximum amount of (a) \$1.2 million annually for the first three years of this Agreement, and (b) \$1.5 million annually for the fourth and fifth years of this Agreement; provided, however, that payments due from the City to the District that are in excess of Measure K funds received by the City are subject to annual appropriations by the City. The City represents and warrants: (a) that it has appropriated and budgeted the necessary funds to make all payments required by this Agreement for the remainder of the fiscal year in which this Agreement commences; (b) that it intends to make payments due hereunder so long as funds are appropriated in each fiscal year by its governing body; and (c) that it reasonably believes that moneys in an amount sufficient to make all payments due hereunder can and will lawfully be appropriated and made available therefor. If the City's governing body fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement that are in excess of Measure K funds received, and if other funds are not designated for such payments (a "Non-Appropriation Event"), then the City shall give the District immediate written notice of the Non-Appropriation Event, and in no event not less than ninety (90) days before the end of the immediately prior fiscal year in which appropriations were made, and shall provide written evidence of such failure by the City's governing body. If the City gives notice of a Non-Appropriation Event, then the District may terminate this Agreement, effective as of the last date on which funds were appropriated, by providing written notice to the City, without penalty or expense to the District; provided, that for the period prior to termination, the City shall make all payments due hereunder from Measure K funds, and from funds that were appropriated or otherwise designated.
2. Invoicing and Payment. Within 30 days after the end of each District fiscal quarter the District will invoice the City for the preceding three month period ("Quarterly Invoice"). The City will pay Quarterly Invoices no later than thirty days after receipt. If a billing dispute arises between the City and the District, the Authorized Representatives will meet to resolve the dispute.
3. Annual Agreement Review. The City and the District will meet within sixty 60 days after the end of each District fiscal year to review the EMS Squad call statistics and the EMS Squad costs paid by the City for the preceding year.

C. TERM AND TERMINATION.

1. Term; Extension of Term. The term of this Agreement is for five years from the date first set forth above. Prior to expiration of the initial five year term, the parties may extend this Agreement for another five years by executing an amendment to this Agreement that (1) extends the term of this Agreement for another five years, and (2) sets forth the amounts that the City will pay the District annually during the extended five year period.

2. Termination. Either party may terminate this Agreement if it provides written notice specifying how that party has breached this Agreement, and the non-breaching party fails to cure the described breach within 30 days of receipt of the notice. The District may terminate this Agreement pursuant to a Non-Appropriation Event under Section B(1). This Agreement may also be terminated at any time by the written consent of both parties.

D. INDEMNIFICATION AND INSURANCE.

1. The District shall provide the City with evidence of liability insurance to the same extent as provided for all District operations.
2. Subject to Section F(1) below, and to the fullest extent permitted by law, the District shall defend, and indemnify the City, and its officials, volunteers, officers, and employees ("Indemnitees") from and against all liabilities regardless of nature or type, directly or indirectly, in whole or in part, arising out of or resulting from the District's performance of services under this Agreement; provided, however, that the District is not required to indemnify an Indemnatee for the proportion of liability a court of competent jurisdiction determines is attributable to the negligence or willful misconduct of the Indemnatee. It is understood that the duty of District to indemnify the City includes the duty to defend as set forth in section 2778(4) of the California Civil Code, which is a separate and distinct obligation from the District's duty to indemnify. The District's obligation to defend an Indemnatee is subject to the City providing the District with prompt notice of any claim or suit. The parties further agree that the provisions of this Section shall survive any termination or expiration of this Agreement.

E. AUTHORIZED REPRESENTATIVES.

1. District's Authorized Representative. For purposes of the administration of this Agreement, the District's Fire Chief is designated as the District's authorized representative (the "District Authorized Representative"), unless otherwise designated in writing by the District's Fire Chief. The Fire Chief may delegate administrative matters under this Agreement.
2. City's Authorized Representative. For purposes of the administration of this Agreement, the City's City Manager is designated as the City's authorized representative (the "City Authorized Representative"), unless otherwise designated in writing by the City's City Manager.

F. MISCELLANEOUS PROVISIONS.

1. Immunities. By entering into this Agreement, neither party waives any of the immunities provided by the California Government Code or other applicable provisions of law.

2. Notices. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative; (b) actual receipt at the address designated below; and (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The District Authorized Representative and the City Authorized Representative may modify their respective contact information identified in this section by providing notice to the other party.

To the District:

Contra Costa County Fire Protection District
2010 Geary Road
Pleasant Hill, CA 94523
Attn: Operations Chief
Telephone: (925) 941-3300

To the City:

San Pablo
13831 San Pablo Avenue
San Pablo, CA 94806
Attn: City Manager
Telephone: (510) 215-3016

3. Relationship Between the Parties. The District and the City are each an independent "public agency," as defined by Government Code section 6500, and this Agreement does not create a separate legal entity. Each party shall, at all times, remain an independent public agency solely responsible for all acts of its employees or agents, including any negligent acts or omissions.
- a. No City Agency. The District (including its employees and agents) is not the City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever. None of the District, its employees, or agents is an officer or employee of the City, and none of the District, its employees, or agents shall be entitled to any benefit, right, or compensation other than that provided in this Agreement.
- b. No District Agency. The City (including its employees and agents) is not the District's agent, and shall have no authority to act on behalf of the District, or to bind the District to any obligation whatsoever. None of the City, its employees, or agents is an officer or employee of the District, and none of the City, its employees, or agents shall be entitled to any benefit, right, or compensation other than that provided in this Agreement.

4. No Third Party Beneficiaries. Nothing in this Agreement confers any rights or remedies upon any person or legal entity not a party to this Agreement.
5. Assignment and Delegation. This Agreement, and any portion hereof, shall not be assigned or transferred, nor shall any of either party's duties be delegated, without the written consent of the other party. Any attempt to assign or delegate this Agreement without the prior written consent of the other party shall be void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.
6. Counterparts. The parties recognize and agree that this Agreement may be executed in separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.
7. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.
8. Other Agreements. Nothing in this Agreement shall limit the ability of either party from agreeing to participate in more specific contracts for services, mutual assistance, or automatic response. Nothing in this Agreement shall limit the ability of either party from providing emergency assistance to another jurisdiction that is not a party to this Agreement.
9. Integration; Amendments. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all previous documents, agreement and understandings, oral or written, relating to the subject matter hereof. Any amendment or modification to this Agreement must be effected by a written document executed by both parties hereto.
10. Governing Law. This Agreement shall be governed by the laws of the State of California. Any action relating to this contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
11. Each Party's Role in Drafting Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

The parties hereto have set forth their signatures to this Agreement as of the date first set forth above.

CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT

By: _____
Name: Jeff Carman
Title: Fire Chief

Approved as to form:
Sharon L. Anderson, County Counsel

By: _____
Name: _____
Deputy County Counsel

CITY OF SAN PABLO

By: _____
Name: Matt Rodriguez
Title: City Manager

Approved as to form:
City Attorney

By: _____
Brian M. Libow
Title: City Attorney



CITY OF SAN PABLO

City of New Directions

February 4, 2015

E-TRANSMITTAL/REGULAR MAIL

Contra Costa County Board of Supervisors/
Contra Costa County Fire Protection District (CONFIRE) Board of Directors
651 Pine Street, Room 107
Martinez, CA 94553

Mr. David Twa, County Administrative Officer (CAO)
Contra Costa County
651 Pine Street, 10th Floor
Martinez, CA 94553

**RE: LETTER OF SUPPORT FOR COUNTY BOS/CONFIRE BOARD OF
DIRECTORS FORTHCOMING AGENDA ITEM ON FEBRUARY 10, 2015 –
EMS AGREEMENT BETWEEN CITY OF SAN PABLO AND CONFIRE AT
COUNTY FS#70 IN SAN PABLO**

Dear CCCFPD Board of Directors:

On behalf of the City of San Pablo City Council, I urge your **full support** for this forthcoming agenda item scheduled for your review and approval at your next regular Board meeting on Tuesday, February 10, 2015.

BACKGROUND

First, I would like to commend CONFIRE Chief Jeff Carmen and his staff with working diligently with the City of San Pablo officials and consultant team to solidify this inter-agency EMS Services Agreement between our two agencies.

Upon favorable Board approval, this agreement establishes a new EMS Squad at County Fire Station #70 in San Pablo to greatly enhance basic and advanced level (BLS/ALS) support services where critically needed. Additionally, the new EMS Squad at FS#70 would greatly contribute to reducing annual CONFIRE operating costs, and supplements existing fire service delivery. An additional EMS Squad Unit deployed to the CONFIRE service area, as evidenced by other successfully EMS Squad deployments at County FS#1 (Walnut Creek) and FS#6, (Concord), will

provide a tremendous operational benefit to CONFIRE and the overburdened Battalion #7 service area in West Contra Costa County.

CITY COUNCIL APPROVAL AND FUNDING ALLOCATED

On Tuesday, January 20, 2015, the San Pablo City Council unanimously adopted Resolution No. 2015-016 to direct the City Manager to execute a 5-year agreement with CONFIRE to establish a new EMS Squad Unit at County Fire Station #70 in San Pablo (See Attachment). Additionally, the City Council unanimously allocated a total of \$400,000 in preliminary funding for acquisition of the EMS Squad Unit (\$175,000), squad equipment (\$25,000), and a remaining \$200,000 specified for construction costs for a housing structure for the additional squad personnel to be accommodated at FS#70.

On Monday, February 2, 2015, addressing the need to augment housing structure costs for squad personnel at FS#70, the City Council unanimously earmarked an additional funding allocation of \$200,000 for housing costs for a grand total of \$600,000 in designated preliminary funding from the City's existing GF FY 2014-15 Operating, and GF Designated Reserves Budget for these services under the agreement.

CITY MEASURE K FUNDING

Funding from the City's Measure K Local Sales Tax Measure passed in June 2014 by 70% of San Pablo voters will be used by the City to cover annual operating costs associated with the EMS Agreement between the City of San Pablo and CONFIRE. As of December 2014, this ¼ cent local transaction and use tax is now being collected by the State Board of Equalization (BOE), and will be disbursed to the City under terms specified under agreement between the City and State BOE for this purpose. Additional annual operating costs for EMS Services at FS#70 not covered directly by the City's Measure K funding shall be covered by the City's annual GF Operating Budget on an annual basis during the term of the agreement once executed.

EMS SERVICES DEMAND AND OPERATING COSTS AT COUNTY FS#70

Based on an initial report received by the San Pablo City Council in October 2013, FS#70 is the 2nd busiest County fire station with nearly 3,700 service calls annually, and with 83% of annual service calls related to EMS services.¹ Additionally, with the recent cessation of ambulance transports at Doctor's Medical Center in San Pablo in August 2014, there has been substantial demand and support from our community to establish the EMS Squad to maintain and supplement current FS#70 capabilities to meet the high-level demand, and a greater dependence on, basic level and advanced level support (BLS/ALS) EMS services provided by County FS#70.

¹ (ConFire Data: Based on 3,672 annual total incidents; EMS Calls = 2597 of 3147 [or 82.5%] in CY 2012)

AUTOMATIC-AID COSTS REDUCTION

Additionally, the EMS Squad deployment at County FS#70 would also assist greatly in reducing annual automatic aid costs currently paid to the City of Richmond Fire Department by CONFIRE for service calls to San Pablo, and surrounding Battalion #7 service area.²

CONCLUSION

In overall consideration of these issues, the City of San Pablo has clearly demonstrated to your Board its ongoing financial commitment to dedicating local City resources to ensure that critical EMS services provided by CONFIRE are deployed and maintained at County FS#70. Additionally, this funding and enhanced service delivery commitment will assist in avoiding any service impacts and reductions in the future at County FS#70, especially in light of any potential future closure of DMC in San Pablo in March 2015 which is a great public health and safety concern in our community.

We are very fortunate of thankful of this inter-agency collaboration and partnership between the City of San Pablo and CONFIRE in bringing forward this EMS Services Agreement for your full consideration. Following your favorable support, the City will work diligently with CONFIRE officials to target program deployment of the new EMS Squad at County FS#70 by May 1, 2015.

Any questions regarding this matter, please contact me at (510) 215-3016, or email: matr@sanpabloca.gov.

Thank you for your time and consideration.

Sincerely,



Matt Rodriguez,
City of San Pablo

Attachment: City of San Pablo Resolution #2015-016

cc: Tim Ewell, CAO Office
CONFIRE Fire Chief, Jeff Carman
County Supervisor BOS Offices (Attn: Chief of Staffs)
San Pablo Mayor and Councilmembers
City Attorney
Jim Parrott, City Fire Services consultant

² (City of Richmond Fire Department Data: \$370,000 paid by CONFIRE for Auto-Aid Services in CY 2012)

RESOLUTION 2015-016

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING EXECUTION OF A FUNDING AGREEMENT BETWEEN THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND THE CITY OF SAN PABLO FOR ENHANCED EMS SERVICES

WHEREAS, the Contra Costa County Fire Protection District ("District") provides fire, rescue and emergency medical incident response services within the City of San Pablo. The District's Station 70 is located within the City at 13928 San Pablo Avenue ("Station 70"), and is currently staffed by one (1) fire captain, one (1) fire engineer and one (1) firefighter; at least one of which is a paramedic. Station 70 currently has the capacity to house one three-person company;

WHEREAS, following the recent passage of sales tax Measure K, a special tax, the City is required to spend the proceeds of Measure K to enhance the emergency medical incident response services provided in the City. The City and District have negotiated an agreement under which an additional two-person squad will be operated out of Station 70 and staffed 24 hours a day. The City will pay for the EMS Squad vehicle, the costs of personnel, equipment and fuel for the EMS Squad, and the costs associated with constructing housing or other accommodations at Station 70 for the EMS Squad personnel;

WHEREAS, under the agreement, the District must staff Station 70 with a two-person squad comprised of a fire engineer and a firefighter, at least one of which will be a paramedic (the "EMS Squad"), in addition to the existing three person squad comprised of a captain, a fire engineer, and a paramedic. The EMS Squad will be housed at, and permanently assigned to Station 70, 24 hours a day, seven days a week. This obligation will remain for so long as Station 70 is in existence;

WHEREAS, initially, the District will purchase, and the City will pay for, a new squad vehicle at a cost not to exceed \$175,000. The EMS Squad will be equipped with firefighter protective clothing, a cardiac monitor, a defibrillator, necessary radios and communications equipment and other equipment the District determines is necessary to its duties (the "EMS Squad Equipment"). The EMS Squad Equipment will primarily be provided by the District from its surplus equipment supply. The remaining EMS Squad Equipment will be purchased by District after it provides the City with a list of EMS Squad Equipment that is necessary and in addition to the District supplied EMS Squad Equipment. The District will invoice the City for the cost of any new EMS Squad Equipment it purchases;

WHEREAS, the EMS Squad personnel will be assigned at the sole discretion of the District. Notwithstanding that the EMS Squad is located at Station 70 in the City, the EMS Squad will be used in the same manner that the District would use it if the City were not funding the EMS Squad. At the District's discretion, the EMS Squad may be assigned to provide emergency services at any location as deemed necessary by the District. The EMS Squad will not provide EMS transportation services;

WHEREAS, to house the EMS Squad, the District will determine a design to add a double wide modular housing unit approximately 1,200 square feet in size (with sleeping quarters, bathroom, etc.), a breezeway, walkway, and portal into the existing Station 70, and the necessary site improvements for the new structure to serve as additional housing for the EMS Squad (the "EMS Squad Housing Design").

WHEREAS, CEQA is not triggered by this agreement. Per State CEQA Guidelines Section 15378, there cannot be a project unless the proposed action will result in "either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment." The Agreement presents no foreseeable significant adverse impact to the environment. State CEQA Guidelines Section 15378(b)(5) states that a project does not include "organization or administrative activities of governments that will not result in direct or indirect physical changes in the environment." The housing improvements to Station 70 are contingent on and subject to appropriate review under the California Environmental Quality Act ("CEQA"). The District shall act as lead agency for the EMS Squad housing construction, obtain all permits, approval, and entitlements necessary for the EMS Squad housing, and prepare environmental clearance for the remodel project pursuant to CEQA.

WHEREAS, the City will assist in expediting plan review and the issuance of permits and entitlements within the jurisdiction of the City. The District will contract for the construction of the EMS Squad housing according to the EMS Squad Housing Design. The City will fund all reasonable costs of the EMS Squad housing at Station 70 with the exception of upgrades to the current structure and emergency generator. However, the District shall be responsible for competently managing the project and shall be liable for any contractor claims arising out of the project which could have been reasonably avoided by the District;

WHEREAS, in addition to the start-up costs, the City will pay the District for the staffing and operation of the EMS Squad in the maximum amount of (a) \$1.2 million annually for the first three years of this Agreement, and (b) \$1.5 million annually for the fourth and fifth years of this Agreement. However, if the City Council fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement that are in excess of Measure K funds received—currently projected at \$600,000 annually—and if other funds are not available for such payments, then the City shall give the District immediate written notice, and the District may thereafter terminate this agreement; and

WHEREAS, by separate action the City Council has authorized the appropriation of \$400,000 from the General Fund Designated Reserve for Fire EMS Services augmentation,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Pablo does hereby authorize the City Manager to execute an agreement for enhanced EMS services in substantially the form submitted herewith, with such changes as deemed proper and necessary by the City Manager and City Attorney.

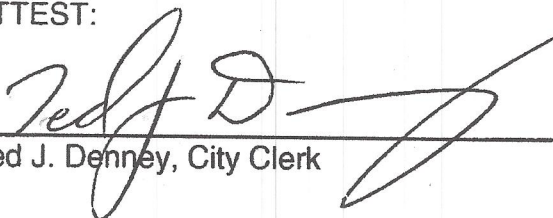
BE IT FURTHER RESOLVED that the City Council finds that the Agreement is categorically exempt under CEQA and directs the City Clerk to immediately file a Notice of Exemption with the County Clerk.

* * * * *

Adopted this 20th day of January, 2015, by the following vote to wit:

AYES:	COUNCILMEMBERS:	Morris, Valdez, Kinney and Chao Rothberg
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	Calloway
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST:


Ted J. Denney, City Clerk

APPROVED:


Kathy Chao Rothberg, Mayor



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Add one (1) Fire District Telecommunications Specialist (PESC) position in the Contra Costa County Fire Protection District

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21608 to add one (1) Fire District Telecommunications Specialist (PESC) (represented) position at salary plan and grade QS5 1632 (\$5,438 - \$6,610) in the Contra Costa County Fire Protection District.

FISCAL IMPACT:

The estimated cost to fill this position for the remainder of the current fiscal year is \$45,700, \$11,800 of which is attributable to the employer's contribution towards pension. This cost will be offset by funded, vacant positions. Upon approval of the Board, this position will be permanently funded in 2015-2016 and thereafter.

BACKGROUND:

The Contra Costa County Fire Protection District (District) currently has two filled Telecommunications Specialist positions. These positions support the telephone, radio, and data communications needs of the District, as well as supporting the subscriber agencies of the Contra Costa Regional Fire Communications Center (CCRFCC) including the Pinole Fire Department, the Rodeo-Hercules Fire Protection District, Moraga-Orinda Fire Protection District, East Contra Costa Fire Protection District, and Crockett-Carquinez Fire Protection District. These positions also

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 10, 2015

Contact: Denise Cannon,
925-941-3311

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Denise Cannon, James Hicks, Eldreai Ellis

BACKGROUND: (CONT'D)

support and play a critical role in the coordination with the El Cerrito Fire Department and Richmond Fire Department as part of the fire protection cooperative arrangement and telecommunication structure in West County.

The specialized nature of fire rescue telecommunications and the importance of providing 24/7 operational support to our emergency response personnel requires the District to maintain adequate, trained staff to repair, replace, and perform preventative maintenance and training to fire suppression personnel on the electronic systems used by the District and the subscriber agencies of the CCRFCC. In the last three years the telephone, radio, and data communications needs of the District and the subscriber agencies of the CCRFCC have changed dramatically. Total emergency incident dispatches for the CCRFCC exceed 75,000 calls per year – every one relying on a failsafe radio and data communications system.

Additionally, the implementation of the East Bay Regional Communications System (EBRCS) has brought with it a multitude of systems integration issues and the need for highly trained and specialized technical experts to program radios, identify and troubleshoot problems, provide guidance to policy makers and department heads, and support emergency operations as users of this new technology. The addition of this position will allow the District to maintain the level of service required to support the District and the subscriber agencies of the CCRFCC.

CONSEQUENCE OF NEGATIVE ACTION:

It should be noted that “communications” was identified in the Michele Drive Line of Duty Deaths Investigation Report (LODD Investigation Report) as being one of the deficiencies leading to the deaths of two of the District’s firefighters in July 2007. The LODD Investigation Report identified several recommendations that dealt with communications and the operation of the CCRFCC. The integration of a highly complex radio system (EBRCS) into the operations of the District requires the commitment of technical resources to assure a safe and efficient transition onto the system and continued support of emergency responders. Failure to add this position will have a negative impact on firefighter and emergency responder safety, as well as District and subscriber agency operations.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21608

POSITION ADJUSTMENT REQUEST

NO. 21608
DATE 2/10/2015

Department CCC Fire Protection District

Department No./

Budget Unit No. 7300 Org No. 7300 Agency No. 70

Action Requested: Add one (1) full time Fire District Telecommunications Specialist (PESC) (represented) position.

Proposed Effective Date: 2/11/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$133,700.00

Net County Cost \$0.00

Total this FY \$45,700.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT FY 14/15 offset by funded vacancies; FY 15/16 budgeted.

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Jackie Lorrekovich

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Tim Ewell

2/2/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 2/3/2015

Add one (1) full time Fire District Telecommunications Specialist (PESC) (represented) position at salary plan and grade QS5 1632 (\$5,438 - \$6,610)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

Kathy Ito

2/3/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

2/4/2015

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Tim Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 2/4/2015

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Contract Amendment/Extension Agreement with Freschi Air Systems, Inc. for HVAC Maintenance

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with Freschi Air Systems, Inc. to increase the payment limit by \$50,000 to a new payment limit of \$382,000 and extend the term from February 28, 2015 to February 29, 2016 for a guaranteed maintenance service agreement for heating, ventilation, and air conditioning equipment.

FISCAL IMPACT:

\$50,000: 100% Fire District General Operating Fund

This cost adjustment is budgeted and represents an increase to the original payment limit in accordance with the Consumer Price Index adjustment referenced in the invoicing and payment provisions of the original agreement.

BACKGROUND:

The Contra Costa County Fire Protection District (District) has 36 facilities with approximately 140 pieces of heating, ventilation, and air conditioning (HVAC) equipment. Over the past twelve years, the District has successfully used guaranteed maintenance agreements

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 10, 2015

Contact: Lewis Broschard,
925-941-3501

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

for its HVAC equipment, finding that it is both economically and operationally efficient. This agreement ensures District equipment is maintained to its highest operating level, and that in the event of a mechanical problem, a qualified, competent, and obligated service provider will respond to affect repairs in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:

Without an HVAC guaranteed maintenance agreement, District equipment would not operate in an energy efficient manner and may be subject to lengthy repair delays in the event of mechanical failures. The health and welfare of District personnel could be adversely impacted during the 24/7 nature of our operations.

CHILDREN'S IMPACT STATEMENT:

No impact.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Contract with Cascade Healthcare Services, LLC for EMS Continuing Education

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Cascade Healthcare Services, LLC doing business as Cascade Training Center, in an amount not to exceed \$130,000 for emergency medical services training for first responder personnel from March 1, 2015 through February 29, 2016.

FISCAL IMPACT:

Estimated annual cost savings of \$70,800.

BACKGROUND:

The Contra Costa County Fire Protection District (District) provides fire, rescue, and emergency medical incident response services within its approximate 300 square mile service area. All District first responders (firefighters, fire engineers, and fire captains) are licensed as either Emergency Medical Technicians (EMTs) or Paramedics.

As such, the District has a significant responsibility to ensure its personnel obtain required continuing education hours and infrequent skills verification to renew and recertify their EMT and Paramedic licenses.

The District has two budgeted nurse-quality improvement/educator positions. One

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 10, 2015

Contact: Ben Smith, EMS Chief
(925) 941-3513

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of those positions is assigned to manage EMS continuing education and training (“nurse educator”). That position is funded at \$158,580 in FY 2014-15 but is currently vacant.

For a number of years, EMS training was delivered by the Contra Costa County Fire Training Consortium. This group was created to facilitate shared responsibility among fire agencies for developing curriculum and relevant supporting material. As the economy negatively affected the fire agencies in the County, participation dwindled. For example, the Pinole Fire Department and the Rodeo-Hercules Fire Protection District each used to send a firefighter to Consortium meetings but later contracted with the District to use its nurse educator to provide classroom instruction. The Moraga-Orinda Fire Protection District followed suit when their quality assurance nurse left and also contracted with the District for classroom instruction. The El Cerrito Fire Department provides their own training, the City of Richmond Fire Department has never participated in the Consortium, and the East Contra Costa County Fire Protection District’s participation is extremely limited.

Currently, the District and the San Ramon Valley Fire Protection District are the only active participants in the Consortium. AMR, REACH, CALSTAR, and the Contra Costa County Health Services Department (CCCHSD) have also been participants in the past. At present CCCHSD is the only remaining participant in this group.

Consequently, the Consortium lacks the effectiveness that it once had due to a number of factors, and the District no longer has a nurse educator on staff.

Using contracted training instructors to conduct on-site, on-duty training appears to have several advantages. Along with providing all required certification training, the District will have expanded access to a wide variety of required and optional training by professional instructors. Having access to a cadre of experienced training instructors will also allow our current quality improvement nurse to return to focusing on oversight and review of patient care and audits of CPR annotated reports.

As indicated above, the District currently has a vacant, budgeted nurse educator position that will not be filled if this contract is approved. Furthermore, additional savings of over \$30,000 per year are anticipated due to the reduction in overtime and course fees for personnel to attend required certification courses on non-duty days. The District also currently uses a third party for record keeping of continuing education hours and certifications. That service will be rolled into this contract for additional savings of approximately \$10,000 per year.

CONSEQUENCE OF NEGATIVE ACTION:

The District is required ensure its EMS personnel obtain a certain number of continuing education hours and infrequent skills verification to renew and recertify their paramedic and EMT licenses. If this contract is not approved, the District will have to obtain other education providers and/or pay overtime and reimbursement for course fees for employees to obtain the training on their own.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: February 10, 2015

Subject: Purchase of Squad Vehicle for Fire Station 70 in the City of San Pablo

RECOMMENDATION(S):

1. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief of the Contra Costa County Fire Protection District, to execute a purchase order with Ferrara Fire Apparatus, Inc. in an amount not to exceed \$150,000 for the purchase and delivery of one squad apparatus for emergency response; and,
2. APPROVE Appropriation and Revenue Adjustment No. 5040 authorizing new revenue from the City of San Pablo in the amount of \$147,702 and appropriating it in the Contra Costa County Fire Protection District (7300) for the purchase of a new squad apparatus.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **02/10/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 10, 2015

Contact: Jackie Lorrekovich, Chief Admin
Svcs (925) 941-3312

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

FISCAL IMPACT:

Cost neutral. Purchase of squad vehicle is being funded by proceeds from City of San Pablo's recently passed sales tax measure (Measure K).

BACKGROUND:

The Contra Costa County Fire Protection District (District) provides fire, rescue, and emergency medical incident response services within the City of San Pablo (City), which is located within the District's boundaries. The District's Fire Station 70, located in the City, is currently staffed by one three-person engine company. The City's voters recently passed sales tax Measure K, and the City is required to spend the proceeds of Measure K to enhance the emergency medical incident response services provided in the City. The District and City have agreed to add a two-person squad that will be operated out of Fire Station 70. The squad will consist of a fire engineer and a firefighter, at least one of which will be a paramedic.

As part of the agreement to staff Fire Station 70 with a two-person squad, in addition to the existing three-person engine company, the City has agreed to pay for the squad vehicle. The squad vehicle is being purchased through the Houston-Galveston Area Council (HGACbuy) program. HGACbuy is a competitively priced government purchasing consortium. The squad vehicle is identical to the ones authorized by the Fire Board of Directors on October 7, 2014, for squads at Fire Station 1 in Walnut Creek and Fire Station 6 in Concord.

The City has already made a \$25,000 down payment to the vendor to hold the vehicle. The balance due is \$147,702. Per the terms of the agreement between the District and the City, the squad vehicle will be registered in the name of the District and covered by District insurance in the same manner as other District vehicles. The District will pay the balance due and the City will either advance or reimburse the remaining cost of the vehicle to the District. The District will retain ownership of the squad vehicle.

CONSEQUENCE OF NEGATIVE ACTION:

The purchase order for the acquisition of the EMS vehicle will not be approved. In addition, the appropriation and revenue adjustment to recognize revenue and expenditures associated with the acquisition will not be recognized in the Contra Costa County Fire Protection District budget.

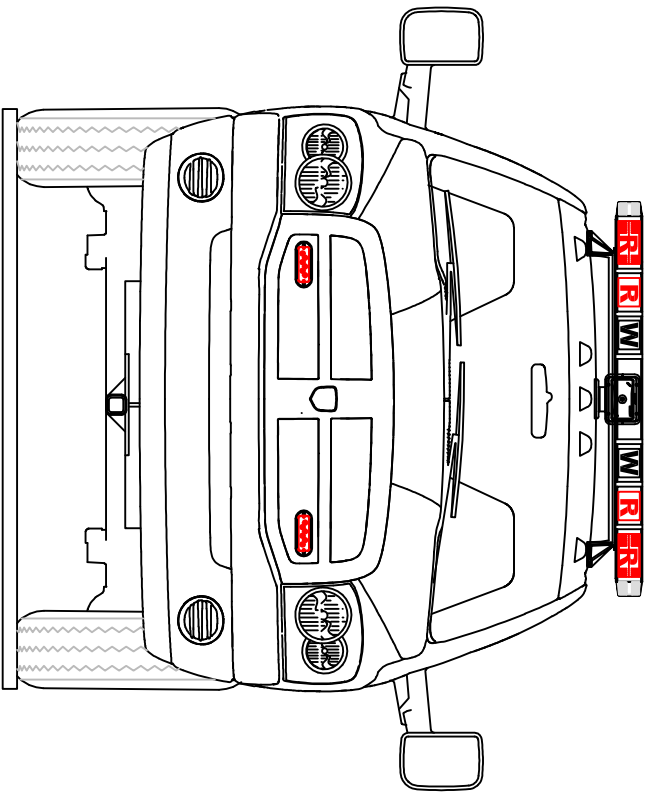
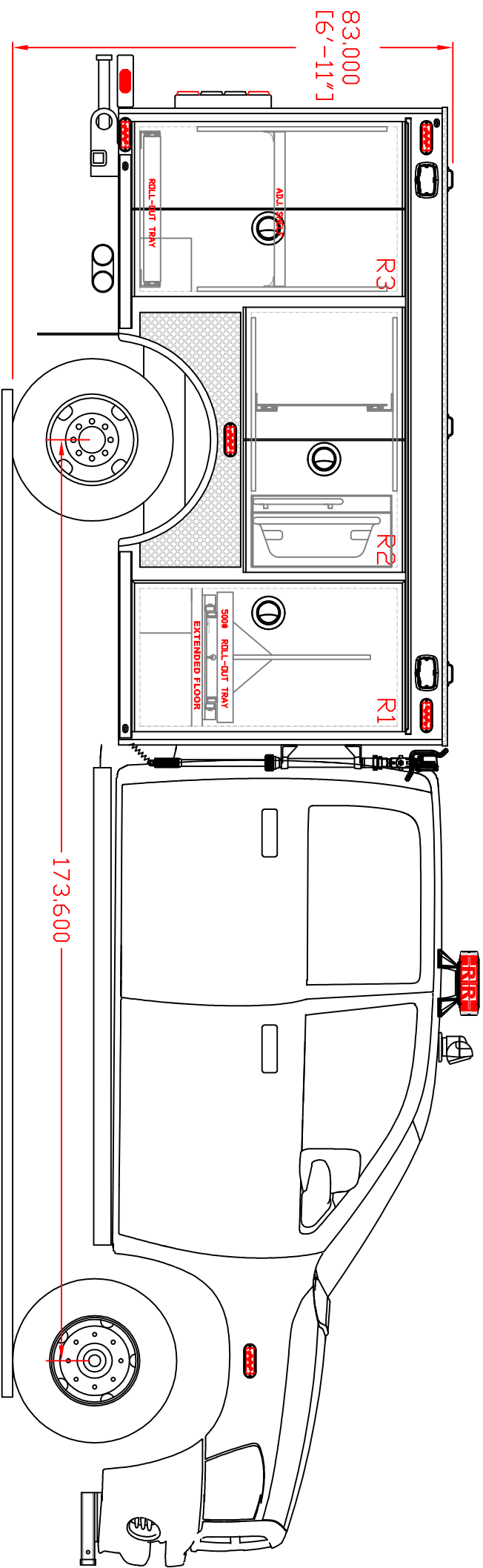
CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

EMS Squad Vehicle Dimensions

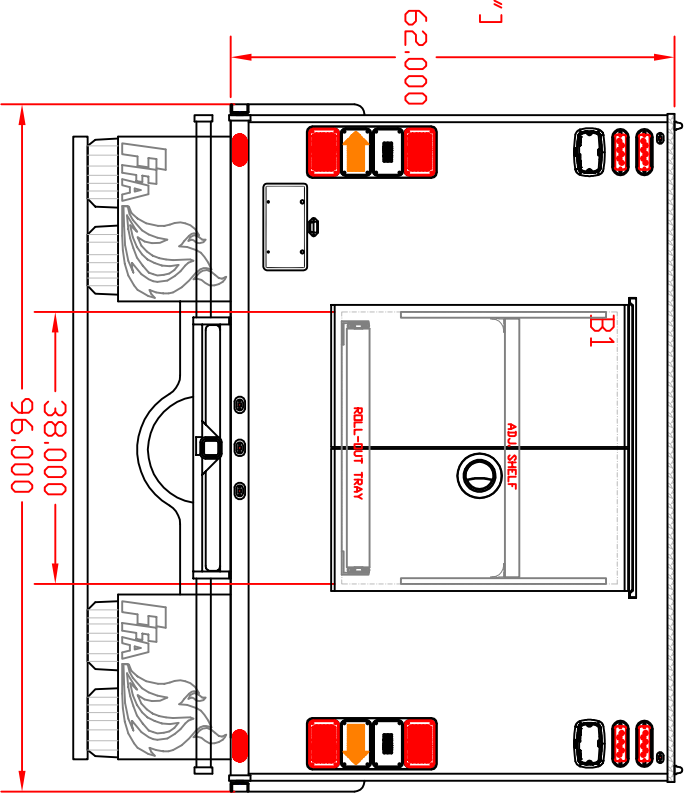
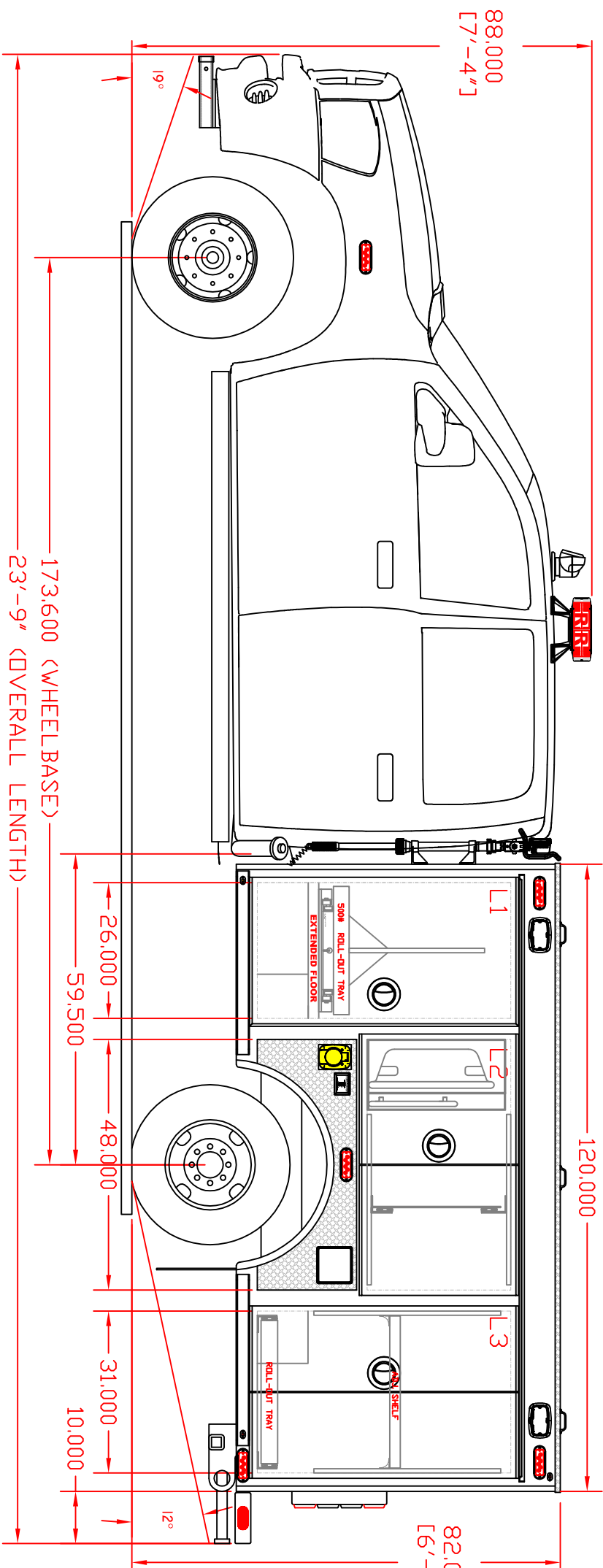
Appropriation and Revenue Adjustment No. 5040



COMPARTMENT DIMENSIONS			
COMPT.	OPENING	INTERIOR	
L1/R1	26W X 48H	26W X 48H X 26D	TRANS. UPPER LOWER
L2/R2	48W X 27H	48W X 27H X TRANS.	
L3/R3	31W X 48H	31X 48H X 26D	
B1	38W X 38H	38W X 38H X 34D	

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FERRARA
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CONTRA COSTA
PARAMEDIC SQUAD

09-19-14 (JD)

AUDITOR-CONTROLLER USE ONLY:
FINAL APPROVAL NEEDED BY:
☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR
☐ AUDITOR-CONTROLLER

(M 129 Rev. 6/09 CAO)

AUDITOR-CONTROLLER USE ONLY:
FINAL APPROVAL NEEDED BY:

☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR
☐ AUDITOR-CONTROLLER

(M 129 Rev. 6/09)