

**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.

Staff reports related to open session items on the agenda are also accessible on line at [www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us).

**AGENDA  
September 15, 2015**

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

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.2 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**

**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 accepting actuarial valuation of future annual costs of potential changes to Retirement Benefits, changing the pension COLA for employees in United Chief Officers' Association who become members of the CCCERA on or after January 1, 2016 or alternatively July 1, 2016, as provided by the County's actuary. (Lisa Driscoll, County Finance Director)

## **CONSENT ITEMS**

- C.1** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with FireStats, LLC, in an amount not to exceed \$94,100, for the hosting, analysis, and reporting of computer aided dispatch data and related consulting services for the period September 16, 2015 through September 16, 2018. (100% Contra Costa County Fire Protection District Operating Fund)
- C.2** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Fireboat Use Agreement between the Contra Costa County Fire Protection District and the East Contra Costa Fire Protection District for the time period September 15, 2015 through September 15, 2018. (Cost Neutral)

## **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](http://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, October 12, 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: September 15, 2015

Subject: Fire Chief's Report

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**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 formally accepted by the Board of Directors.

**CHILDREN'S IMPACT STATEMENT:**

No impact.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **09/15/2015** ☐ 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: September 15, 2015

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

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

By: , Deputy

cc:

## ATTACHMENTS

Fire Chief's Report - Sept  
2015



September 15, 2015

TO: Board of Directors

FROM: Jeff Carman, Fire Chief

RE: Fire Chief's Report

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- The Countywide emergency ambulance transport project continues to make progress. The District received proposals last month from several companies that specialize in medical billing. We are evaluating the proposals and anticipate choosing a vendor by mid-October. The District is also working quickly to incorporate an ambulance dispatch center into our regional fire communications center. We are waiting to hear back from the local EMS agency as to when we will begin negotiations on the transport contract. At this point we are still targeting January 1 as the implementation date.
- The District continues to work with the City of San Pablo regarding the construction of additional space at Fire Station 70 to house the personnel assigned to Squad 70. Initial proposals for the housing project have been as high as \$975,000, so discussions with the City on the feasibility of jointly funding a new fire station have begun. Those discussions are very preliminary at this point, but as they progress, the Board will be updated.
- The District is working with the East Contra Costa Fire Protection District to find ways to reduce their dependency on ConFire resources for the provision of emergency response services in their area. Last month the existing automatic-aid agreement was amended to reflect that ConFire will continue to send resources to assist with fires and complex incidents, but East Contra Costa Fire will no longer request resources from ConFire for medical incidents except for the most severe classifications. We continue to participate in the task force meetings hosted by the City of Brentwood.
- The District is exploring the opportunity to rebuild and staff Fire Station 16 in the City of Lafayette instead of proceeding with plans to jointly construct and operate Fire Station 46 with the Moraga-Orinda Fire District. Additionally, the Moraga-Orinda Fire District has chosen to "terminate the Fire Station 46 plan" and move forward with the rebuilding of their Fire Station 43. The District appointed a new facilities manager effective September 8<sup>th</sup> and this project will be one of her top priorities as she moves into her new position.



- As noted in prior reports, the District is participating with the Contra Costa County Sheriff's Office on a joint helicopter program. The program provides for a Fire Captain-Paramedic to staff the helicopter during anticipated high-activity periods to provide emergency medical treatment to victims in remote areas, relocate injured persons from remote locations to more accessible locations, establish a command platform in the air, provide fire suppression with the use of a water-dropping bucket, and to assist with other operations as appropriate. The trial program will continue to be funded through the end of fire season and will then be evaluated for its effectiveness in consideration of staffing the program again next year.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors

From: David Twa, County Administrator

Date: September 15, 2015

Subject: Government Code 7507 Compliance - Retirement Benefits - United Chief Officers' Association

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**RECOMMENDATION(S):**

ACCEPT actuarial valuation of future annual costs of potential changes to Retirement Benefits, changing the pension COLA for employees in United Chief Officers' Association who become members of the CCCERA on or after January 1, 2016 or alternatively July 1, 2016, as provided by the County's actuary in a report dated September 8, 2015 (attached).

**FISCAL IMPACT:**

As shown in the valuation, the combined result of the retirement changes described herein for Safety employees in the United Chief Officers' Association would result in a savings of 4.2% of annual pensionable pay with the first hire in year one. Future valuation results will change with demographic and cost updates. These projections do accurately measure the direction of the proposed plan change costs. Over time, as more employees are hired into the new PEPRA tier at a 2% COLA, the savings will become more significant. It should be noted that the figures presented in this report represent the savings associated only with the negotiation of a 2% COLA. The savings described in the valuation report do not include the savings resulting from the implementation of PEPRA.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **09/15/2015** ☐ 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: September 15, 2015

Contact: Lisa Driscoll, County Finance  
Director, 335-1023

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

By: , Deputy

cc: Ann Elliott, Employee Benefits Manager, Jeff Carman, Chief CCCFPD

### BACKGROUND:

Government Code, Section 7507 requires with regard to local legislative boards, that the future costs of changes in retirement benefits or other post employment benefits as determined by the actuary, shall be made public at a public meeting at least two weeks prior to the adoption of any changes in public retirement plan benefits or other post employment benefits. The code also requires that an actuary be present to provide information as needed at the public meeting at which the adoption of a benefit change shall be considered.

Assembly Bill 340 (AB340), known as the California Public Employees' Pension Reform Act of 2013 (PEPRA), took effect January 1, 2013. Generally, for employees who become safety members of the Contra Costa County Employees' Retirement Association (CCCERA) on or after January 1, 2013, PEPRA requires a pension formula of 2.7% at age 57, 36 month final compensation averaging, and a maximum salary amount used for pension calculation of \$132,000 (plus CPI). PEPRA does not address Cost of Living Adjustments (COLAs).

The District has negotiated a 2.00% COLA to the pension benefit for those United Chief Officers who become members of CCCERA on or after January 1, 2016. A 7507 report from Buck Consultants, dated September 8, 2015, is attached. The report explains that this proposed change would affect only future employees; it will have no effect on the unfunded actuarial accrued liabilities of CCCERA. The expressed savings are in annual dollar amounts and as percentages of covered payroll for calendar years 2016, 2017, and 2018. For calendar year 2016, the start date is assumed to be either January 1, 2016 or alternatively July 1, 2016. The savings shown are combined employee and employer normal costs. The savings are equal to the excess of the normal cost for the PEPRA structure and a 3.00% COLA to the pension benefit over the normal cost of a PEPRA structure and a 2.00% pension COLA.

After a two week window, on October 6, 2015, the CCC Fire District Board of Directors may consider and may take formal action with respect to a proposed change in the COLA to the pension benefit. The Board of Directors is taking no action today other than accepting the report. On October 6, 2015, an actuary will be present to answer any questions that the Board or public poses regarding the savings associated with the pension change.

### CONSEQUENCE OF NEGATIVE ACTION:

Possible in the future implementation of the pension COLA reduction, resulting in loss of savings.

### ATTACHMENTS

7507 Report for UCOA dated September 8, 2015



Buck Consultants, LLC  
353 Sacramento Street  
Suite 800  
San Francisco, CA 94111

tel 415.392.0616  
fax 415.392.3991

September 8, 2015

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to Pension  
Benefits of United Chief Officers Association

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA) effective on January 1, 2016 or alternatively, effective July 1, 2016. Both dates are used as potential effective dates for the proposed change for the members of United Chief Officers Association. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

In this analysis, the county is assumed to promote one Safety employee into UCOA at the beginning of each projection year. The assumed age at the promotion is 47, while the assumed age at hire is 26. The cost impact due to the age difference is believed to be insignificant and is ignored. Because this change affects only future entrants, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of the effective dates. We show the cost impacts on the enclosed charts per one entrant per year (results are averages of one male and one female). The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2016, 2017 and 2018 (2019 is also included for the July 1, 2016 effective date). These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring. On the exhibit for the July 1, 2016 effective date, results shown for 2016 are for the six month period July 1 through December 31.

Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as: plan experience different from that anticipated by the economic and demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this report, an analysis of the potential range of such future measurements has not been performed.

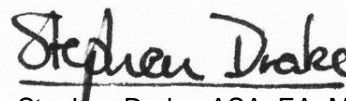
The methods and assumptions used are the same as those used in the December 31, 2014, actuarial valuation of CCCERA. The demographic as well as the economic assumptions with respect to investment yield, salary increase and inflation set forth in the December 31, 2014 valuation have been based upon a review of the existing portfolio structure as well as recent and anticipated experience. Information on our new entrant profile is given in Note 2 of the enclosed projections.

The report was prepared under the supervision of David Kershner and Stephen Drake, who are both Enrolled Actuaries and Members of the American Academy of Actuaries. David Kershner is a Fellow of the Society of Actuaries and Stephen Drake is an Associate of the Society of Actuaries. Both meet the qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report. This report has been prepared in accordance with all Applicable Actuarial Standards of Practice. We are available to answer any questions on the material contained in the report, or to provide explanations or further details as may be appropriate.

Sincerely,

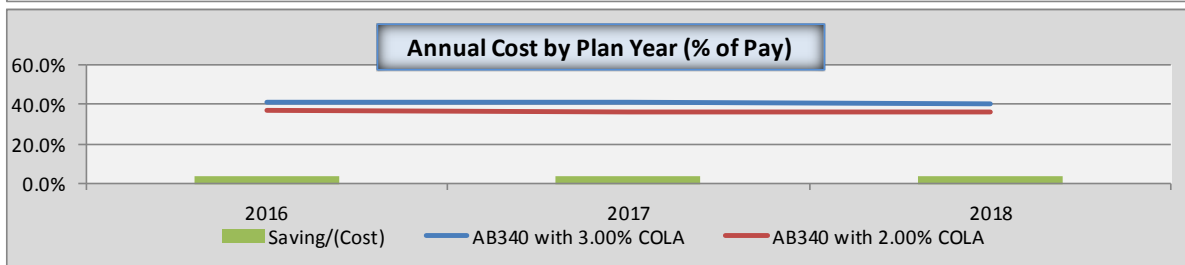
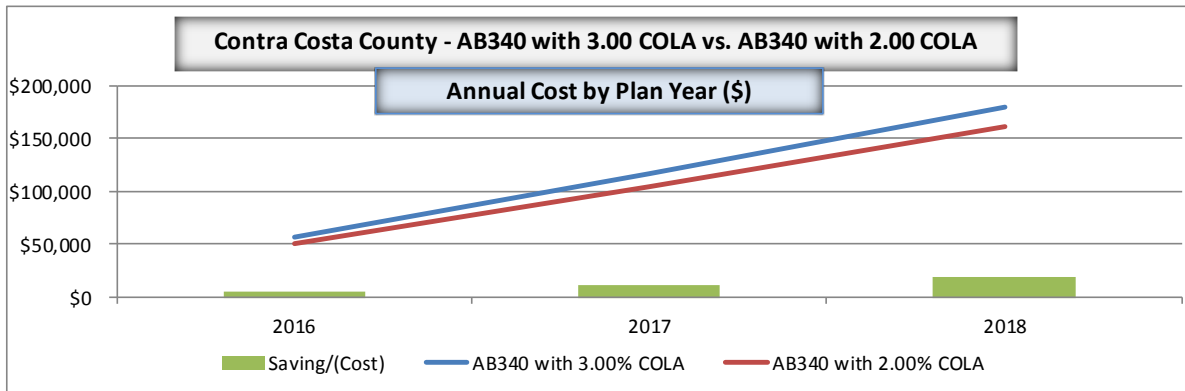


David J. Kershner, FSA, EA, MAAA  
Principal and Consulting Actuary



Stephen Drake, ASA, EA, MAAA  
Director, Retirement Actuary

### United Chief Officers Association – January 1, 2016

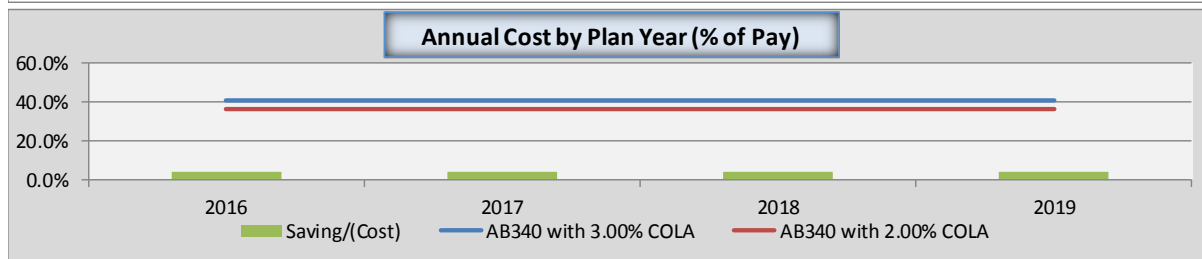
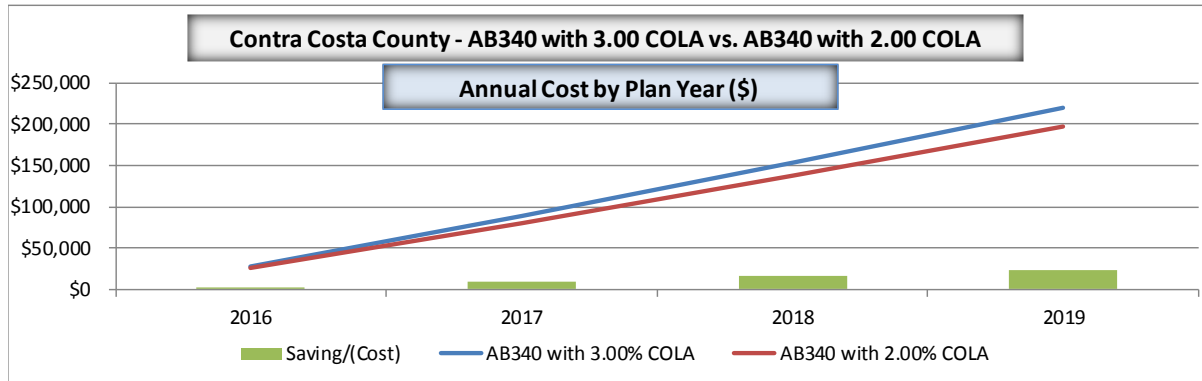


Calendar Year	2016	2017	2018
Valuation Pay	\$140,100	\$287,100	\$441,800
<b>Annual Cost</b>			
<b>AB340 with 3.00% COLA</b>			
i) \$	\$57,400	\$117,200	\$179,900
ii) % of Pay	41.0%	40.8%	40.7%
<b>AB340 with 2.00% COLA</b>			
i) \$	\$51,500	\$105,200	\$161,400
ii) % of Pay	36.8%	36.6%	36.5%
<b>Saving/(Cost)</b>			
i) \$	\$5,900	\$12,000	\$18,500
ii) % of Pay	4.2%	4.2%	4.2%

**Notes:**

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
2. The County is assumed to promote one Safety employee into UCOA at January 1 of each projection year (we have averaged results for one male and one female). The assumed age at the promotion is 47, and the annual salary is assumed to be \$155,300, \$160,700, and \$166,300 for the 2016, 2017, and 2018 new entrants, respectively. These assumptions were provided by the County.
3. The assumed hire age is 26, and the cost impact due to the difference in the assumed ages at hire and promotion is believed to be insignificant and is ignored in this analysis.
4. The maximum compensation limit for the retirement benefit is assumed to be 120% of \$120,870, or \$145,044, for 2016 and it is expected to grow 2.00% per year.
5. In the AB340 benefit structure, the multiplier is 2.5% at 55. The multiplier increases by 0.1% for ages above 55 to a maximum of 2.7% at 57. It decreases by 0.1% for ages below 55 to a minimum of 2.0% at 50.

### United Chief Officers Association – July 1, 2016



Calendar Year	2016	2017	2018	2019
Valuation Pay	\$70,000	\$218,700	\$374,800	\$539,000
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$28,700	\$89,400	\$152,800	\$219,700
ii) % of Pay	41.0%	40.9%	40.8%	40.8%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$25,700	\$80,200	\$137,100	\$197,000
ii) % of Pay	36.7%	36.7%	36.6%	36.5%
<b>Saving/(Cost)</b>				
i) \$	\$3,000	\$9,200	\$15,700	\$22,700
ii) % of Pay	4.3%	4.2%	4.2%	4.3%

**Notes:**

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
2. The County is assumed to promote one Safety employee into UCOA at July 1 of each projection year (we have averaged results for one male and one female). The assumed age at the promotion is 47, and the annual salary is assumed to be \$155,300, \$160,700, \$166,300, and \$172,100 for the 2016, 2017, 2018, and 2019 new entrants, respectively. These assumptions were provided by the County.
3. The assumed hire age is 26, and the cost impact due to the difference in the assumed ages at hire and promotion is believed to be insignificant and is ignored in this analysis.
4. The maximum compensation limit for the retirement benefit is assumed to be 120% of \$120,870, or \$145,044, for 2016 and it is expected to grow 2.00% per year.
5. In the AB340 benefit structure, the multiplier is 2.5% at 55. The multiplier increases by 0.1% for ages above 55 to a maximum of 2.7% at 57. It decreases by 0.1% for ages below 55 to a minimum of 2.0% at 50.
6. Results for 2016 are for six months only (July 1 through December 31).



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: September 15, 2015

Subject: Contract with FireStats, LLC for a Hosted Solution for Fire/EMS CAD Data

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with FireStats, LLC, in an amount not to exceed \$94,100, for the hosting, analysis, and reporting of computer aided dispatch data and related consulting services for the period September 16, 2015 through September 16, 2018.

**FISCAL IMPACT:**

An appropriation exists for this service in the Contra Costa County Fire Protection District's 2015-16 Adopted Budget.

**BACKGROUND:**

The Contra Costa County Fire Protection District (District) has been working on establishing performance measures via statistical and geospatial analysis of its computer aided dispatch (CAD) data for fires, EMS, and other incident responses.

After over a year of work with a data mining vendor, the vendor unexpectedly went out of business. That resulted in a setback in the District's ability to report data accurately, and thus, establish performance standards.

Paul Rottenberg, the founder of FireStats, LLC, is a nationally

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **09/15/2015** ☐ 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: September 15, 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)**

recognized expert in the reporting of fire data. His company provides a proprietary business intelligence software application for the analysis and reporting of CAD data. This includes providing support to appropriate District staff to ensure their proper use and understanding of the tools. Mr. Rottenberg will also be available to work with District staff to provide individual and/or group consulting services as needed. Contractor is hosting the CAD data and software on a third-party server. This results in a costs savings to the District for avoided system implementation costs.

For the continuity and efficacy of data analysis and reporting, the District recommends a three year contract.

The contract requires that the District defend and indemnify the contractor from any and all third-party suits, claims or liabilities, including attorneys' fees, costs or expenses that are claimed to have occurred as a result of the District's negligence and not arising from any negligence or willful misconduct by contractor in the performance of the contract.

**CONSEQUENCE OF NEGATIVE ACTION:**

The District will not have the ability to properly analysis and accurately report performance data and establish appropriate benchmark standards for incident response.

**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: September 15, 2015

Subject: Fireboat Use Agreement between the Contra Costa County Fire Protection District and the East Contra Costa Fire Protection District

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Fireboat Use Agreement between the Contra Costa County Fire Protection District and the East Contra Costa Fire Protection District for the time period September 15, 2015 through September 15, 2018.

**FISCAL IMPACT:**

Minimal costs associated with the operation, maintenance, and mooring of the fireboat.

**BACKGROUND:**

The East Contra Costa Fire Protection District (ECCFPD) owns a thirty-one (31) foot fireboat which is equipped with a 1,000 gallon per minute pump and emergency medical response equipment. ECCFPD's fireboat is presently docked at Bethel Harbor on Bethel Island. ECCFPD does not currently possess the manpower or fiscal resources to staff and deploy their fireboat.

The Contra Costa County Fire Protection District (CCCFPD) operates a boat that can be used for water rescues but lacks the firefighting capabilities that a fireboat (with a pumper) can provide. Having immediate access to a fireboat

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **09/15/2015** ☐ 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: September 15, 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)

will improve CCCFPD's firefighting capabilities.

Due to the proximity of the fire districts to one another and CCCFPD's ability to staff and deploy the ECCFPD fireboat in both districts' response areas, ECCFPD and CCCFPD desire to enter into an agreement to permit CCCFPD to use and operate the fireboat.

Per the terms of the agreement, once the fireboat has been inspected and inventoried, CCCFPD will take possession and control of the fireboat. During the term of the agreement, CCCFPD will have all rights and interests in the fireboat as if it were the lessee of the fireboat. CCCFPD will deploy the fireboat as dispatched to respond to incidents in its territory and in ECCFPD territory as any other mutual aid or automatic aid resource is deployed. CCCFPD will maintain the fireboat and pay for all operating costs incurred in the operation of the fireboat during the term of the agreement, including fuel, maintenance, replacement parts, and mooring fees. CCCFPD will fully insure the fireboat and cause any damage to be repaired.

The term of the agreement is three years unless sooner terminated as provided in the agreement. Either party may terminate the agreement upon 30 days written notice.

#### CONSEQUENCE OF NEGATIVE ACTION:

CCCFPD will continue to have substantial exposure to waterways without the equipment to fight fires in refinery/marina/dock areas.

#### CHILDREN'S IMPACT STATEMENT:

No impact.

#### ATTACHMENTS

Draft Fireboat Use Agreement

**FIREBOAT USE AGREEMENT BETWEEN THE CONTRA COSTA COUNTY FIRE  
PROTECTION DISTRICT AND THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT**

This Fireboat Use Agreement, dated \_\_\_\_\_, 2015, (this “Agreement”) is made and entered into by and between the Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California (“CCCFPD”), and the East Contra Costa Fire Protection District, a fire protection district existing under the laws of the State of California (“ECCFPD,” and together with CCCFPD, the “Parties,” and each a “Party”).

**RECITALS**

1. ECCFPD owns a thirty-one (31) foot fireboat manufactured by Safe Boats International bearing vessel registration number LF5048XC, which is equipped with twin Mercury 250 horsepower outboard motors, a 1,000 gallon per minute water pump and emergency medical response equipment (the “Fireboat”). The Fireboat is presently docked at Bethel Harbor, Bethel Island, California.
2. ECCFPD does not presently possess the manpower or fiscal resources to staff and deploy the Fireboat.
3. CCCFPD operates one fireboat that lacks the firefighting capabilities the Fireboat can provide, and its use of the Fireboat will significantly improve CCCFPD’s firefighting capabilities.
4. Due to the proximity of the Parties to one another, and CCCFPD’s ability to staff and deploy the Fireboat in both Parties’ territories, the parties desire to enter into this Agreement to permit CCCFPD to use and operate the Fireboat in both Parties’ territories.

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

- A. Fireboat Use. In accordance with the terms and conditions contained in this Agreement, ECCFPD will deliver the Fireboat to CCCFPD for its use during the term of this Agreement.
1. Initial Fireboat Inspection. Each of the Party’s Authorized Representatives or their designees will inspect the Fireboat prior to CCCFPD taking possession of the Fireboat and document its condition and inventory of emergency response equipment, boating gear, and other personal property.
  2. Fireboat Training; Documentation. ECCFPD will provide CCCFPD personnel selected by the CCCFPD Authorized Representative with training in the operation and crewing of the Fireboat. ECCFPD will provide CCCFPD with the Fireboat’s user manual and other operations documentation.
  3. Fireboat Possession and Control. Once the Fireboat has been inspected and inventoried, and CCCFPD personnel trained in the operation of the Fireboat, CCCFPD will take possession and control of the Fireboat. During the term of this Agreement CCCFPD will have all rights and interests in the Fireboat as if it were the lessee of the Fireboat. ECCFPD represents and warrants to CCCFPD that it is the owner of the Fireboat and that the Fireboat is free from

third party liens and encumbrances. CCCFPD covenants not to encumber the Fireboat with any liens or pledge the Fireboat as security.

4. Fireboat Mooring. CCCFPD will moor the Fireboat in a location that is mutually agreeable to the Parties and that allows it to be deployed in each Party's territory with reasonably equivalent response times.
5. Fireboat Deployment. CCCFPD is hereby authorized to, and shall deploy the Fireboat as dispatched by the CCCFPD dispatch center to respond to incidents in its territory, and shall deploy the Fireboat as dispatched by the CCCFPD dispatch center to respond to incidents in ECCFPD territory. CCCFPD's use of the Fireboat in ECCFPD territory will not be considered auto aid or mutual aid. CCCFPD will only use the Fireboat for firefighting, training, and emergency response purposes.
6. Fireboat Operation. CCCFPD will only allow appropriately-trained CCCFPD personnel to operate and crew the Fireboat. CCCFPD will operate the Fireboat according to its user manual and manufacturer recommendations. CCCFPD will only operate the Fireboat in the navigable waters of the nine bay area counties, and not beyond the Golden Gate Bridge.
7. Fireboat Maintenance, Operating Costs, Insurance, and Repairs. CCCFPD will maintain the Fireboat according to its user manual and manufacturer recommendations. CCCFPD will pay for all operating costs incurred in the operation of the Fireboat during the term of this Agreement, including without limitation, fuel, maintenance, replacement parts, and mooring fees. CCCFPD will fully insure the Fireboat against fires, marine and collision risks for the term of this Agreement, and in the case of any accident or disaster, CCCFPD shall give ECCFPD prompt notice thereof. CCCFPD will cause any damage to the Fireboat to be repaired. ECCFPD will cause the Fireboat to be registered in its name as required by state law. CCCFPD will reimburse ECCFPD for the registration fees upon request from ECCFPD.
8. Fireboat Inspection. ECCFPD may inspect the Fireboat no more than twice each calendar year to determine that it is being used and maintained according to the terms of this Agreement.
9. Return of Fireboat. Within fifteen (15) days after the expiration or earlier termination of this Agreement, CCCFPD shall return the Fireboat to a location selected by ECCFPD that is within ECCFPD's territory, and in the same condition it was received, fair wear and tear from ordinary use excepted.

B. Authorized Representatives.

1. CCCFPD's Authorized Representative. CCCFPD's authorized representative for the purposes of this Agreement is its Fire Chief (the "CCCFPD Authorized Representative"), unless otherwise designated in writing by CCCFPD's Authorized Representative.
2. ECCFPD's Authorized Representative. ECCFPD's authorized representative for the purposes of this Agreement is its Fire Chief (the "ECCFPD Authorized Representative"), unless otherwise designated in writing by ECCFPD's Authorized Representative.

- C. Maintenance and Repair Records. CCCFPD shall maintain all repairs, maintenance, and accounting records related to the Fireboat in accordance with generally accepted accounting principles. The records maintained by CCCFPD shall be made available to ECCFPD within a reasonable time after request, during normal business hours.

D. Relationship Between the Parties. CCCFPD and ECCFPD 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.

1. No ECCFPD Agency. CCCFPD (including its employees and agents) is not ECCFPD’s agent, and shall have no authority to act on behalf of ECCFPD, or to bind ECCFPD to any obligation whatsoever, unless ECCFPD provides prior written authorization to CCCFPD. None of CCCFPD, its employees, or agents is an officer or employee of ECCFPD, and none of CCCFPD, its employees, or agents shall be entitled to any benefit, right, or compensation other than that provided in this Agreement.
2. No CCCFPD Agency. ECCFPD (including its employees and agents) is not CCCFPD’s agent, and shall have no authority to act on behalf of CCCFPD, or to bind CCCFPD to any obligation whatsoever, unless CCCFPD provides prior written authorization to ECCFPD. None of ECCFPD, its employees, or agents is an officer or employee of CCCFPD, and ECCFPD shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

E. Insurance.

1. Insurance. Each Party shall, throughout the duration of this Agreement, maintain insurance (which may include for the purpose of this section, self-insurance or coverage under a self-insurance pool) to cover each of their respective interests related to their obligations under this Agreement (including coverage for their employees and agents) including:
  - a. Commercial General Liability. Each Party shall have commercial general liability coverage (with coverage at least as broad as ISO form CG 00 01 01 96) in an amount not less than \$1,000,000 per occurrence for general liability, bodily injury, personal injury and property damage.
  - b. Automobile Liability. Each Party shall have automobile liability coverage (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

F. Hold Harmless and Indemnity.

1. CCCFPD Indemnity. CCCFPD shall defend, indemnify and hold harmless ECCFPD from CCCFPD’s share of liability for damages caused by the negligence or willful misconduct of CCCFPD, its officers, agents or employees in CCCFPD’s performance under this Agreement. CCCFPD’s obligations under this section F(1) shall not apply to any claim, cost or liability caused in whole or in part by the negligence or willful misconduct of ECCFPD. Under no circumstances shall CCCFPD have any liability to ECCFPD or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to CCCFPD’s performance under this Agreement. ECCFPD shall cooperate with CCCFPD in the defense of any action required by this section.
2. ECCFPD Indemnity. ECCFPD shall defend, indemnify and hold harmless CCCFPD from ECCFPD’s share of liability for damages caused by the negligence or willful misconduct of

ECCFPD, its officers, agents or employees in ECCFPD's performance under this Agreement. ECCFPD's obligations under this section F(2) shall not apply to any claim, cost or liability caused in whole or in part by the negligence or willful misconduct of CCCFPD. Under no circumstances shall ECCFPD have any liability to CCCFPD or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to ECCFPD's performance under this Agreement. CCCFPD shall cooperate with ECCFPD in the defense of any action required by this section.

- G. Term of Agreement. The term of this Agreement shall commence on the date first set forth above (the "Effective Date"), and shall continue for a period of three (3) years from the Effective Date. This Agreement may be terminated by either Party without cause upon thirty (30) days' written notice to the other Party. This Agreement may also be terminated at any time by the written consent of both Parties.
- H. Default. If either Party (the "Demanding Party") has a good faith belief that the other Party (the "Responding Party") is not complying with the terms of this Agreement, the Demanding Party shall give written notice of the purported default in performance (the "Default"), providing sufficient specificity of the alleged Default so that the Responding Party is capable of responding to the Demanding Party, and demand the Default to be cured within ten (10) days of the notice. If (i) the Responding Party fails to cure the Default within ten (10) days of the notice, or, (ii) more than ten (10) days are reasonably required to cure the Default and the Responding Party fails to give adequate written assurance of cure of the Default within ten (10) days of the notice, then the Demanding Party may terminate this Agreement upon written notice to the Responding Party.
- I. 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 CCCFPD Authorized Representative and the ECCFPD Authorized Representative may modify their respective contact information identified in this section by providing notice to the other Party.

To CCCFPD:

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

To ECCFPD:

East Contra Costa Fire Protection District  
134 Oak Street  
Brentwood, CA 94513  
Attn: Fire Chief  
Telephone (925) 634-3400

- J. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- K. 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.
- L. Governing Law, Jurisdiction , and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Contra Costa.
- M. 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 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.
- N. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- O. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- P. Entire Agreement. This Agreement comprises the entire integrated understanding between the Parties concerning the subject matter described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- Q. Each Party's Role in Drafting the 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.
- R. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of CCCFPD and ECCFPD. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

**Contra Costa County Fire Protection District**

**East Contra Costa Fire Protection District**

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

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



Jeff Carman, Fire Chief

Hugh Henderson, Fire Chief

David Twa, County Administrator

Approved as to Form:

By: \_\_\_\_\_  
Timothy Ewell,  
Senior Deputy County Administrator

By: \_\_\_\_\_  
Shayna van Hoften, Legal Counsel

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

By: \_\_\_\_\_  
Eric Gelston, Deputy County Counsel