

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

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

CANDACE ANDERSEN, CHAIR
MARY N. PIEPHO, VICE CHAIR
JOHN GIOIA
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.

AGENDA
May 10, 2016

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.**

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (3 Minutes/Speaker)

D.3 CONSIDER approving the building of a new Fire Station 16 in West Lafayette. (Jeff Carman, Fire Chief)

D.4 CONSIDER approving and authorizing the Fire Chief, or designee, to execute a Program Development Agreement with Opterra Energy Services, Inc. for integrated energy assessment services and identification of potential energy conservation measures at Contra Costa County Fire Protection District facilities, in an amount not to exceed \$45,000, for the period of May 10, 2016 through May 9, 2017. (Lewis Broschard, Deputy Fire Chief)

- D.5** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Jeff Carman, Fire Chief)

CONSENT ITEMS

- C.1** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, or his designee, a purchase order to American Medical Response West in an amount not to exceed \$182,595 for ambulance dispatch services provided during the month of January 2016. (100% CCCFPD EMS Transport Fund)
- C.2** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Training Facility Use Agreement with the Contra Costa Community College District to pay the Fire District in an amount not to exceed \$35,000 for the use of the Fire District Training Facility for the term of July 1, 2016 through June 30, 2017. (100% College District reimbursement revenue)

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, June 13, 2016 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

CCCPCFD (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: May 10, 2016

Subject: Fire Station 16 Replacement

RECOMMENDATION(S):

APPROVE the project concept for building a new Fire Station 16 in West Lafayette at the present location, 4007 Los Arabis Road, Lafayette and DIRECT the Fire Chief, or his designee, to finalize an architectural services agreement for design and construction document preparation, project schedule, and project budget.

FISCAL IMPACT:

The cost of planning, designing, permitting, and constructing a new fire station is estimated at \$3,500,000 to \$4,000,000. The Fire District currently has approximately \$3,500,000 available in restricted capital funds for fire station construction. Final approval for architectural services and overall project budget would be brought before the Board at a future meeting.

BACKGROUND:

In late 2011 the Fire District initiated the process for the design of

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/10/2016** 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: May 10, 2016

Contact: Lewis Broschard, Deputy Fire
Chief (925) 941-3501

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

a replacement facility for Fire Station 16 (FS 16) in Lafayette at the present location on Los Arabis Road. At that time, the station was comprised of a small residential style fire station built in the 1950s that was abandoned shortly after the Loma Prieta Earthquake. Subsequent to the closure, a double-wide mobile home was used for the crew living quarters.

Approximately \$3 million was appropriated for the replacement of FS 16. In 2012, due to budget shortfalls and the eventual closure of FS 16, the project was placed on an indefinite hold. The funds were then designated to be used to fund the Fire District's contribution towards the building of Fire Station 46 (FS 46), a joint project with the Moraga-Orinda Fire Protection District. When the FS 46 project was dissolved, the Fire District determined the most appropriate solution for the community of West Lafayette and for the overall service of the Fire District was to rebuild FS 16.

New site plans have been developed, engineers and contractors have surveyed the site and the existing fire station structure, and multiple analyses have been performed to determine the feasibility of reconstruction, remodel of the existing structure, or tear down and rebuild from the ground up. While it is possible to re-use the existing fire station structure, it was determined that the value of that structure is very low to the overall project and the cost to provide the required code upgrades and seismic retrofits would outweigh the utility of rehabilitating the old structure.

Current construction cost estimates for building a new 5,000 square foot station on the existing site range from \$2.8 to \$3.1 million. In addition, we need to account for 25%-30% additional costs for project management, permits and fees, as well as architectural and engineering services. Based on these factors, the total cost to build a new facility would range from \$3.5 to \$4 million. These are initial cost estimates provided to the Fire District by LCA Architects through general contractors who developed cost proposals given the current costs of construction.

We feel this is the most suitable solution to providing a permanent and fully functional fire station in West Lafayette. The new station would be built to include modern seismic standards as well as being able to meet ADA requirements. The station would be built to provide protection for the community over the next fifty years and would allow for the facility to provide our personnel with the components, systems, and features found in a modern fire station.

CONSEQUENCE OF NEGATIVE ACTION:

A new fire station would not be constructed. Response into the areas of West Lafayette would continue to be provided by Fire Station 15 in eastern Lafayette with automatic aid provided by Fire Station 43 of the Moraga-Orinda Fire Protection District which is located in Orinda. Delays in construction, if FS 16 is to be rebuilt in the near future, could increase construction costs significantly based on the recent, and expected, trends in overall costs of constructing essential use facilities.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: May 10, 2016

Subject: Energy Conservation Program Development Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or his designee, to execute a Program Development Agreement with Opterra Energy Services, Inc. for integrated energy assessment services and identification of potential energy conservation measures at Contra Costa County Fire Protection District facilities, in an amount not to exceed \$45,000, for the period of May 10, 2016 through May 9, 2017.

FISCAL IMPACT:

The cost of the assessment is \$45,000. If Opterra Energy Services and the District execute a subsequent Energy Services Contract within ninety (90) calendar days after the District's receipt of the recommendations, the assessment fee will be incorporated into the total contract amount payable under the Energy Services Contract. Funding for this project was included in the District's current year and FY2016-17 budgets.

BACKGROUND:

The Contra Costa County Fire Protection District (District) is interested

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **05/10/2016** 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: May 10, 2016

Contact: Lewis Broschard, Deputy Fire Chief (925) 941-3501

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

in pursuing the installation of photovoltaic (solar) systems and other energy saving initiatives aimed at reducing the District's dependency on energy from traditional sources as well as identifying potential energy saving technologies to reduce utility costs.

Over the past several months, the District has worked through a Program Development Agreement (PDA) with Opterra Energy Services, Inc. (Opterra) for the purpose of identifying energy conservation measures. Opterra will perform an integrated energy assessment of the District's facilities to identify potential energy conservation measures.

Opterra will deliver recommendations and identify energy improvements and operational changes that can be installed or implemented at District facilities and properties. The primary purposes of the assessment and the recommendations are to identify energy improvements and operational changes that are recommended to be installed or implemented at the facilities and to provide an engineering and economic basis for the implementation of the energy conservation measures identified in the recommendations. Under the proposed PDA, if Opterra's assessment concludes that the cost of the energy conservation measures will be less than amounts the District would otherwise spend on energy, the District and Opterra intend to negotiate an energy services contract under Government Code section 4217.12, providing for, among other things, engineering, procurement, installation, construction, and training services in connection with the implementation of the energy conservation measures identified during the assessment and described in the recommendations. The District would return to this board for consideration and approval of the energy services contract.

The ultimate goal of this assessment is to identify where the Fire District may be able to install solar arrays, either on the roofs of certain facilities or as standalone systems, to reduce the dependency on traditional power from PG&E. In addition, certain other measures including water conservation equipment and techniques will also be explored and implemented where they are determined to be cost effective and in the best interest of conservation. The assessment will also provide recommendations on changes in interior and exterior lighting systems that will reduce power consumption.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not have an assessment to determine the feasibility of installing certain energy conservation measures. The District would need to look into alternatives for this assessment and any subsequent installation services. The District would continue to rely solely on traditional utility sources for the procurement of electricity.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: May 10, 2016

Subject: Fire Chief's Report - May 10, 2016

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.

CHILDREN'S IMPACT STATEMENT:

No impact.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/10/2016** 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: May 10, 2016

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 _ May
2016



May 10, 2016

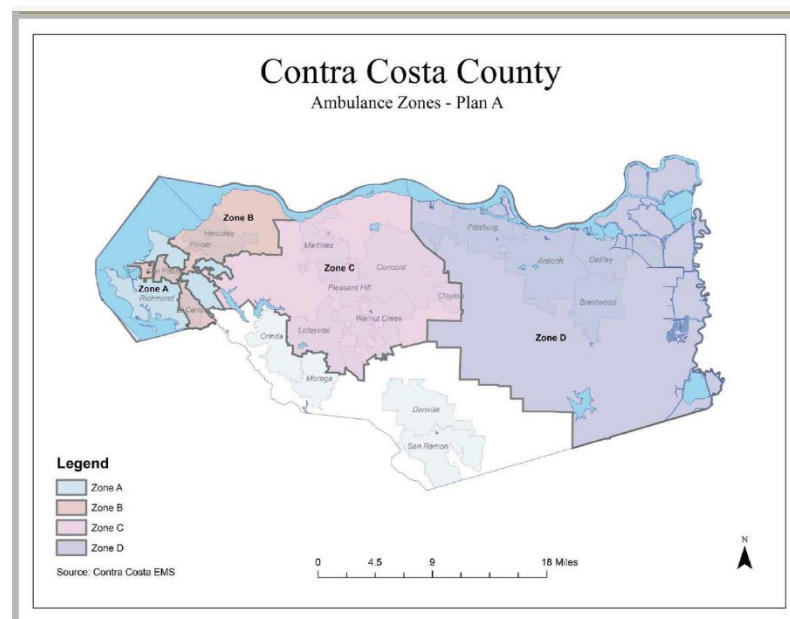
TO: Board of Directors
FROM: Jeff Carman, Fire Chief
RE: Fire Chief's Report

- The newly established ambulance transport program has completed its first quarter of operation. The consolidation of the dispatch centers gives us the ability to reduce call-transfer times which reduces overall response times. Further workflow adjustments will occur on or about June 1 which will complete the transition in the communication center.

In the first quarter, our ambulances responded to 18,632 incidents (204 incidents per day). Of those incidents, there were 17,264 transports (189 per day).

The compliance rate has improved in all response zones as compared to 2015:

	Zone A (Richmond)	Zone B (West)	Zone C (Central)	Zone D (East)
2015 Q4:	94.61%	93.32%	91.32%	92.84%
2016 Q1:	95.32%	94.75%	94.07%	94.33%



Despite the improvements in all zones, the deployment model will include an increase in ambulance hours for the next sixty (60) days to ensure compliance is maintained as we adjust to additional changes in staffing and communications. At the end of this period, we will reevaluate the data and adjust ambulance hours accordingly.

- Academy #49 will graduate on May 17 increasing District personnel by twenty (20) firefighters. Many of these firefighters will fill existing vacancies, and the others will provide the needed personnel to re-staff Engine 6 in Concord. Recruitment is underway for Academy #50 which will begin in early fall. These recruits will fill vacancies that are projected to occur as a result of retirements and the reopening of Engine 16 in Lafayette.
- The rebuilding of Fire Station 70 in San Pablo continues to progress. The City of San Pablo has proposed a land swap which will allow us to build the new fire station while our personnel remain in the existing station thereby eliminating the need to secure temporary housing during construction. The new property is appropriately situated in that we will be able to maintain efficient response times in West County.
- The District has been selected by the California Office of Emergency Services (CalOES) to participate in the new statewide deployment of hazardous materials response teams. This program will provide the District with a fully-equipped response apparatus and the necessary initial and refresher training for up to seventeen (17) firefighters. The focus of the program is to offset the associated hazards of transporting crude oil by rail. However, when called upon, the teams will be used to respond to all forms of hazardous materials emergencies. While the District is currently served by the Contra Costa Health Services Hazardous Materials team, the new response teams will combine the capabilities of firefighting and hazardous materials response resulting in the ability to provide a more robust response in both the county and state. The total value of the award is approximately \$2 million, not including the refresher training which will be provided on an ongoing basis.
- The District recently hired two (2) new fire investigators to fill vacant positions which are critical in maintaining the substantial workload of the Investigations division. Between January 1 and April 30, 2016, the arson unit investigated 222 fires. Of those fires, 151 were either confirmed arson or suspicious. As a result of the work of our investigators, seven (7) adults and one (1) juvenile were arrested.
- The District is currently in discussions with the City of Pinole and the Rodeo-Hercules Fire District regarding a proposal that the District provide administrative oversight for those fire agencies. With the retirement of both fire chiefs, the possibility has arisen for a single chief officer to oversee the District's west division, Pinole Fire, and the Rodeo-Hercules Fire District as an opportunity to streamline operations and provide for consistent policy, direction, and vision.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: May 10, 2016

Subject: Authorize Payment to AMR West for Ambulance Dispatch Services Provided in January 2016

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, or his designee, a purchase order to American Medical Response West in an amount not to exceed \$182,595 for ambulance dispatch services provided during the month of January 2016.

FISCAL IMPACT:

100% Contra Costa County Fire Protection District EMS Transport Fund

BACKGROUND:

Effective January 1, 2016, the Contra Costa County Fire Protection District (District) became the exclusive operator of emergency ambulance service within exclusive operating areas I, II, and V in Contra Costa County. The District effectively provides emergency ambulance service through a subcontract with American Medical Response West (AMR). Under the subcontract with AMR, the District provides ambulance dispatching services. The goal in having one consolidated dispatch center for both fire and EMS calls was to reduce call processing time and, therefore, total response time for emergency incidents. Additionally, for assuming the responsibility for ambulance dispatch,

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/10/2016** 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: May 10, 2016

Contact: Lewis Broschard, Deputy Fire Chief (925) 941-3501

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the District received a discount in the ambulance unit hour rate charged by AMR under the subcontract. In effect, the unit hour rate was discounted by a pro rata hourly amount that represented AMR's estimated annual cost to dispatch ambulance units.

The transition from AMR dispatchers to District dispatchers was planned for January 1, 2016 (to coincide with the District assuming the role of exclusive ambulance operator). However, as the Board may recall, the dispatch transition was delayed from January 1 to February 1, 2016. Consequently, AMR continued to dispatch ambulance resources out of its Sacramento Communications Center on behalf of the District during the month of January 2016.

The requested purchase order payment compensates AMR for its cost of providing dispatching services during January 2016. Effective February 1, 2016, dispatching of ambulance units was fully transitioned to the District.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not be able to compensate AMR for providing ambulance dispatching services during the month of January 2016.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: May 10, 2016

Subject: Training Facility Use Agreement with Contra Costa Community College District for FY 2016-17

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Training Facility Use Agreement with the Contra Costa Community College District to pay the Fire District in an amount not to exceed \$35,000 for the use of the Fire District Training Facility for the term of July 1, 2016 through June 30, 2017.

FISCAL IMPACT:

Cost savings of up to \$35,000 for fiscal year 2016-17.

BACKGROUND:

Prior to fiscal year 2015-16, the Contra Costa County Fire Protection District (Fire District) allowed the Contra Costa Community College District (College District) to use its training facility and equipment free of charge for Firefighter I Academy courses.

In 2015 the Fire District and the College District agreed the College District should compensate the Fire District for use of its training facility and equipment. This agreement enables a fee for usage arrangement between the Fire District and the College District. Over the course of fiscal year 2016-17, the College District will pay the Fire

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/10/2016** 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: May 10, 2016

Contact: Peter Marshall, Battalion
Chief (925) 941-3507

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

District on an hourly basis, not to exceed \$35,000, for the use of its training facility and equipment for Firefighter I Academy courses. The agreement is modeled after the fiscal year 2015-16 agreement which was approved at the April 12, 2016 meeting of the Fire Board of Directors.

CONSEQUENCE OF NEGATIVE ACTION:

The Fire District will be unable to collect revenue of up to \$35,000 from the College District for training facility usage for the term of July 1, 2016 through June 30, 2017.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Agreement

TRAINING FACILITY USE AGREEMENT (2016-2017)

This Training Facility Use Agreement is dated July 1, 2016 (this “Agreement”), and is entered into between the Contra Costa Community College District (“College District”), a community college district existing under the laws of the State of California, and Contra Costa County Fire Protection District, a fire protection district under the laws of the State of California (“CCCFPD”).

RECITALS

- A. The College District educates and trains students in a wide variety of instructional programs, and has established a Fire Fighter Academy instructional program, pursuant to California Education Code section 78015 (the “Program”). The Program has been approved by the California Community Colleges Chancellor’s Office and the Program courses have been approved by the College District’s curriculum committee.
- B. CCCFPD has the facility, equipment, props, and resources necessary to provide a training location for students enrolled in the College District’s Program.
- C. The purpose of this Agreement is to permit the Program courses to be conducted at CCCFPD’s training facility located at 2945 Treat Boulevard, Concord, California (the “Training Facility”).

NOW, THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is acknowledged, agree as follows:

Section 1. COLLEGE DISTRICT OBLIGATIONS

- (a) College District shall offer the Program courses set forth on Exhibit A attached hereto and incorporated herein by this reference (the “Courses”). College District may cancel the offering of any Course. If College District cancels a Course, it will provide notice to CCCFPD in writing prior to the start date of the Course.
- (b) College District shall ensure that the Courses meet all applicable requirements of the California Education Code and Title 5 of the California Code of Regulations.
- (c) College District will designate in writing to CCCFPD a College District employee (the “Coordinator”) to support and communicate with CCCFPD concerning all Courses taught at the Training Facility.
- (d) College District shall provide the following services to students enrolled in each Course, in accordance with the College District’s standards set forth in the College District’s publications:
 - i. Recruitment of students;
 - ii. Placement testing;

- iii. Advising;
 - iv. Counseling;
 - v. Registration and enrollment of all students on College District-approved registration forms;
 - vi. Maintenance of student rosters;
 - vii. Evaluation of student progress;
 - viii. Record keeping; and
 - ix. Withdrawal of students prior to course completion.
- (e) For each semester, College District will provide CCCFPD with a Course schedule with the dates and times that College District will be using the Training Facility, which must be approved by CCCFPD in writing.
- (f) Prior to each semester, College District will request use of the facilities and props set forth on Exhibit B attached hereto and incorporated herein (“Equipment”), and make payment therefor at the rates set forth on Exhibit B.
- (g) College District shall repair any damage to the Training Facility or Equipment caused by Instructors, the Coordinator, or Students during use of the Training Facility.

Section 2. CCCFPD OBLIGATIONS

- (a) CCCFPD shall permit College District Course instructors (“Instructors”), the Coordinator, and students enrolled in a Course (“Students”) to use the Training Facility for the purpose of conducting and attending Courses from 5:30 p.m. to 10:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. Saturday and Sunday during the term of this Agreement.
- (b) CCCFPD will permit College District Instructors, the Coordinator, and Students to have access to the CCCFPD Equipment set forth on Exhibit B.
- (c) For each Course, CCCFPD shall provide classroom and drill ground space at the Training Facility.

Section 3. AREAS OF MUTUAL COOPERATION.

- (a) CCCFPD and College District shall consult and cooperate regarding any changes in the College District’s use of the Training Facility and Equipment.
- (b) CCCFPD and College District will cooperate to ensure that all Equipment and materials used in providing Course instruction under this Agreement conform to industry recognized safety mandates and standards.

Section 4. COLLEGE DISTRICT EMPLOYEE STATUS.

College District has the primary right to control and direct the Program and Course activities being conducted at the Training Center. College District shall only permit the Coordinator, Course Instructors, and Students access to the Training Center. Non-College District employees shall not teach, lead or proctor any Course. CCCFPD has the right to control the use of the Training Facility.

Section 5. PAYMENT.

- (a) In consideration of CCCFPD's provision of the Training Facilities and Equipment, College District shall pay CCCFPD as set forth in this Section 5.
- (b) The College District will pay for use of the Training Facilities and Equipment at the rates set forth on Exhibit B. College District's payments under this Agreement shall not exceed \$35,000.
- (c) CCCFPD shall submit an invoice to the College District at the conclusion of each semester for the Training Facilities and Equipment provided by CCCFPD pursuant to this Agreement.
- (d) College District will pay CCCFPD no later than 30 days after the date of the invoice. Payments shall be sent to CCCFPD at its address in Section 7 (Notices).
- (e) If for any reason this Agreement is terminated prior to the end of the Term, CCCFPD shall submit a final invoice showing the costs owed by College District to CCCFPD. College District will pay CCCFPD within 30 days of receipt of the final invoice.
- (f) If College District disputes any invoice, then College District shall notify CCCFPD in writing within thirty (30) days of receipt of the invoice. The CCCFPD Training Battalion Chief and the College District Coordinator shall cooperate to resolve the dispute.
- (g) Under no circumstances may CCCFPD charge Students any fees directly.

Section 6. HOLD HARMLESS AND INDEMNITY.

- (a) CCCFPD shall defend, indemnify and hold harmless College District from CCCFPD's share of liability for damages, injury or death of or to any person or the property of any person, caused by the negligence or willful of CCCFPD, its officers, agents or employees in CCCFPD's performance of this Agreement. CCCFPD's obligations under this section 6(a) shall not apply to any claim, cost or liability caused in whole or in part by the negligence or willful misconduct of College District. Under no circumstances shall CCCFPD have any liability to College District 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. College District shall cooperate with CCCFPD in the defense of any action required by this section.

- (b) College District shall defend, indemnify and hold harmless CCCFPD from College District's share of liability for damages, injury or death of or to any person or the property of any person, caused by the negligence or willful misconduct of College District, its officers, agents or employees in College District's performance of this Agreement. College District's obligations under this Section 6(b) 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 College District 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 College District's performance under this Agreement. CCCFPD shall cooperate with College District in the defense of any action required by this section.

Section 7. NOTICES.

All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers:

CCCFPD:
Pete Marshall
Contra Costa County Fire Protection District
2945 Treat Boulevard
Concord, CA 94519
Tel.: (925) 383-5049

COLLEGE DISTRICT:
Contra Costa Community College District
500 Court Street
Martinez, CA 94553

Section 8. TERM AND TERMINATION.

- (a) The term of this Agreement is for one year following the date first set forth above (the "Term"), unless earlier terminated by either party as set forth in subsection (b) below.
- (b) Either party may terminate this Agreement, without cause, by providing the other party with ninety (90) days written notice.

Section 8. 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.

Section 9. NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement is intended, nor shall it be construed, to create rights inuring to the benefit of third parties.

Section 10. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties concerning the subject matter herein, and all prior understandings or agreements, oral or written, regarding this matter are superseded. This Agreement shall not be modified except by written mutual agreement signed by the parties.

Section 11. ASSIGNMENT.

Neither party may assign any right or interest in this Agreement without the prior written consent of the other party.

CONTRA COSTA COUNTY FIRE
PROTECTION DISTRICT

CONTRA COSTA COMMUNITY
COLLEGE DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
Fire Fighter Academy Program Course Offerings

College District will provide instruction for the following courses at the Training Facility:

1. Fire Technology 120
2. Fire Technology 107

EXHIBIT B
Training Facility Fees

RESOURCE USED	HOURLY RATE	HOURS USED	FEE AMOUNT
<input type="checkbox"/> Classroom w/AV Equipment	\$45/hour	_____	\$_____
<input type="checkbox"/> Classroom w/o AV Equipment	\$35/hour	_____	\$_____
<input type="checkbox"/> Confined Space Area	\$60/hour	_____	\$_____
<input type="checkbox"/> DMV Driving Course	\$45/hour	_____	\$_____
<input type="checkbox"/> Disentanglement Area	\$40/hour	_____	\$_____
<input type="checkbox"/> Drill Grounds	\$40/hour	_____	\$_____
<input type="checkbox"/> Drill Tower	\$55/hour	_____	\$_____
<input type="checkbox"/> Drafting Pit	\$20/hour	_____	\$_____
<input type="checkbox"/> Orchard	\$30/hour	_____	\$_____
<input type="checkbox"/> Skid Pad - dry	\$40/hour	_____	\$_____
<input type="checkbox"/> Skid Pad - Wet	\$55/hour	_____	\$_____
<input type="checkbox"/> Training House	\$60/hour	_____	\$_____
<input type="checkbox"/> Training Facility Use Fee per person	No charge	_____	\$_____
<input type="checkbox"/> Small office space	No charge		
<input type="checkbox"/> Storage spaces for (1) Conex Box, (1) Shed, and parking for (1) Fire Engine	No charge		
<input type="checkbox"/> Diesel fuel invoiced at current price as used	Market Rate		
<input type="checkbox"/> Miscellaneous Equipment: Rescue 42s Hydraulic Extrication Tools Campus Training Props Training Fire Engines Training Ladders	\$5,000/year	_____	\$_____

		\$ _____
		\$ _____
	Total Fees.....	\$ _____