

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

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

KAREN MITCHOFF, CHAIR

JOHN GIOIA, VICE CHAIR

CANDACE ANDERSEN

DIANE BURGIS

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 TWO (2) 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.

SPECIAL MEETING

AGENDA

May 22, 2018

*****Please note time change*****

1:00 P.M. Convene and call to order.

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.1 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 (2 Minutes/Speaker)

D.3 CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Jeff Carman, Fire Chief)

- D.4** CONSIDER approving and authorizing the Fire Chief, or designee, to apply for a FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) grant through the U.S. Department of Homeland Security, Federal Emergency Management Agency, in an amount not to exceed \$3,100,000 over a three year period. (Jeff Carman, Fire Chief) (Up to 75% Federal, 25% District match)
- D.5** CONSIDER approving and authorizing the Fire Chief, or designee, to execute a contract with Ray Klein, Inc., dba Professional Credit Service, in an amount not to exceed \$1,625,000, for the term June 1, 2018 to May 31, 2021 for collection agency services. (Jeff Carman, Fire Chief)

CONSENT ITEMS

- C.1** APPROVE the Notice of Intention to Sell Real Property owned by the Contra Costa County Fire Protection District, identified as Assessor's Parcel Number 100-311-027 and located at 145 Sussex Street, Clyde, and take related actions under the California Environmental Quality Act, as recommended by the Fire Chief and the County Real Estate Manager. (100% Surplus Property 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.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 335-1900 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

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 11, 2018 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
CCE Community Choice Energy
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 (CCCYPD) 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
PACE Property Assessed Clean Energy
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 22, 2018

Subject: Fire Chief's Report - May 22, 2018

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.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/22/2018** ☐ 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 22, 2018

Contact: Jeff Carman, Fire Chief
925-941-3300

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Fire Chief's Report May 2018



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

May 22, 2018

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

- Fire Station 16 (Lafayette): Our contractor, DL Falk, received a Notice to Proceed on April 12, 2018. The contract calls for 310 calendar days of construction, and we anticipate completion in February 2019. The contractor has mobilized, and site work is underway. Significant efforts have gone into communicating and coordinating directly with our neighbors affected by the project. Earthwork, retaining walls and the new fence line will occur first.
- Fire Station 70 (San Pablo): The architectural drawings are 99% complete. We held a pre-submittal meeting with the City of San Pablo in order to expedite the plan review process. Upon receiving final geotechnical reports, we will be submitting for a building permit. We anticipate bidding the project this summer.
- Fire Station 9 (Pacheco) and Fire Station 86 (Bay Point): District staff has been meeting regularly with County Capital Projects and the architect. We are very early in the design phase. Following conceptual development, we will initiate the CEQA review process.
- The Fire District's Hazardous Materials Response Team is operational. The new HazMat truck has been delivered, and our personnel will be participating in an orientation in the coming week. This new response model will ensure an immediate response to all chemical releases within the Fire District. The District has also agreed to respond statewide for major chemical releases when requested.
- This month signifies the 10th anniversary of the Fire District's participation in the FEMA National Urban Search and Rescue Task Force (USAR) based out of Oakland Fire. There are 28 task forces across the United States, two of which are in Northern California. The USAR task forces can be mobilized and respond to significant incidents such as hurricanes, earthquakes, and manmade disasters.
- The anticipated wildland fire season has arrived in California. The Fire District has already responded to several significant fires involving annual grasses and brush and as a result we have increased the number of resources assigned to reported

wildland fires. This year the Fire District will continue to staff its firefighting bulldozer and will continue to maintain a water-dropping capability off of the Sheriff's helicopter. We anticipate another very busy wildland season statewide.

- Fire District staff celebrated Public Safety Dispatcher Appreciation Week by attending a lunch honoring the men and women who provide these vital services. Although our responders in the field rely heavily on their work, our dispatchers are often under-recognized. During the ceremony, our dispatchers were referred to as our FIRST first-responders because they are often the first person providing care and comfort to those in need.
- The District is recruiting for Fire Academy #52 which will commence in the fall. It is anticipated that our academy will be full with 30 firefighter recruits. The recruits will fill behind anticipated vacancies caused by retirements as well as the deployment of Engine 16 in Lafayette. Graduation of Academy 52 will be in the spring of 2019.
- Last month, the Fire District responded to and extinguished a very large "greater alarm" structure fire in Concord. The fire was well established when our first companies arrived on scene from just a few blocks away. During the firefight, a catastrophic failure of the scaffolding system occurred and narrowly missed a firefighting crew nearby. Fortunately, no firefighter or civilian injuries or fatalities occurred. Although the fire was brought under control within a few hours, fire personnel including fire managers, fire investigators, and firefighters remained on scene for days working with Concord city officials and others to bring the incident to a close and reoccupy neighboring occupancies. Fire loss is estimated at over \$60 million. The fire cause is under investigation.
- Effective June 1, 2018, the Fire District will create its newest division, Fire/EMS Communications. This decision was made because of the size and complexity of the Regional Fire Communications Center. The Division includes twenty-one fire dispatchers, twelve EMS dispatchers, three radio technicians, three IT technicians, one GIS technician, three supervisors, and one clerk. The Center dispatches for every fire district/department in the county, except San Ramon and Richmond, and also dispatches all ambulances in the county except those assigned to San Ramon and Moraga. In total, the Center dispatches approximately 120,000 emergency calls annually and processes approximately 180,000 phone calls annually.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: May 22, 2018

Subject: FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for a FY 2017 Staffing for Adequate Fire and Emergency Response (SAFER) grant through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), in an amount not to exceed \$3,100,000 over a three year period.

FISCAL IMPACT:

As indicated in the Background section, the cost share requirement for FY 2017 SAFER grant awards is significant. The Period of Performance is three years. No extensions beyond three years will be allowed. During that three year period, the District will be responsible for providing a 25% cost share in the first and second years and a 65% cost share in the third year. Additionally, FY 2017 awards limit position costs to the usual annual cost of a first-year firefighter at the time of the grant application. Therefore, the District will also be responsible for funding 100% of merit increments and negotiated wage increases over three years.

BACKGROUND:

This authorizes the Contra Costa County Fire Protection District (District) to apply for a fiscal year (FY) 2017 Staffing for Adequate Fire and Emergency Response (SAFER) grant. If awarded the grant, the District will return to the Board with specific funding award details and a deployment plan. The Board will then have the opportunity to authorize acceptance of the grant award.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/22/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

Contact: Jackie Lorrekovich, Chief Admin
Svcs (925) 941-3300 x1300

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 22, 2018

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

By: , Deputy

cc:

The purpose of SAFER grants is to provide funding directly to fire departments to assist them in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards. The District has been successful in obtaining two prior SAFER awards (FY 2010 and FY 2013).

BACKGROUND: (CONT'D)

Period of Performance: The period of performance is three years. Extensions to the period of performance are not available.

Cost Share: SAFER grant recipients are required to contribute a Cost Share toward the actual cost of hiring firefighters under this program.

No Supplanting Allowed: SAFER grant funds may only be used to hire new, additional firefighters and may not be used to supplant funds that would otherwise be available from State or local sources.

Minimum Budget Requirement: At the time of application, SAFER grant applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80% of the average funding level in the three years prior to November 24, 2003.

Position Cost Limit: SAFER grant funds may not exceed a certain percentage of the usual annual cost of a first-year firefighter in that department at the time of the grant application. There is no waiver available for this requirement. The amount of Federal funding provided to a recipient for hiring a firefighter in any fiscal year may not exceed:

- in the first year of the grant, **75%** of the usual annual cost of a **first-year firefighter** in the District at the time the grant application is submitted;
- in the second year of the grant, **75%** of the usual annual cost of a **first-year firefighter** in the District at the time the grant application was submitted; and
- in the third year of the grant, **35%** of the usual annual cost of a **first-year firefighter** in the District at the time the grant application was submitted

“Usual annual costs” includes the base salary and standard benefits package (including the average health, dental, and vision costs, FICA, life insurance, retirement/pension, etc.) offered by the District to first-year firefighters.

This request would be for nine (9) firefighter positions. The District's intent would be to staff three fire stations with a fourth firefighter. A fire company is typically staffed with a captain, an engineer, and a firefighter, at least one of which is a paramedic. If awarded, the grant would only cover a portion of salary and benefits costs. The District would be responsible for funding the cost share indicated above plus the additional costs of merit increments and negotiated wage increases over three years.

Throughout the performance period of the grant, the District will need to maintain the total number of authorized and funded firefighter positions at the time of award plus the total number of SAFER-funded firefighter positions. The District cannot lay off firefighters during the period of performance, and vacancies that arise through attrition – such as openings created by retirements – must be filled within a reasonable time period.

The total grant program request is approximately \$5 million over three years. The Federal share is estimated at \$3.1 million and the local agency match is estimated at \$1.9 million.

CONSEQUENCE OF NEGATIVE ACTION:

The Contra Costa County Fire Protection District will not pursue this grant opportunity.



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 22, 2018

Subject: Contract for Collection Agency Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Ray Klein, Inc., dba Professional Credit Service, in an amount not to exceed \$1,625,000, for the term June 1, 2018 to May 31, 2021 for collection agency services.

FISCAL IMPACT:

The proposed contract for service is revenue positive to the District. The District will pay the contractor a monthly amount representing fees for collection services. The contractor fee will be 18% of monies collected on accounts referred by the District. The District will not incur any costs for collection efforts. All monies paid to the contractor will come from collected accounts.

BACKGROUND:

The Contra Costa County Fire Protection District (District) provides emergency and non-emergency medical services, including 911-system emergency ambulance transports, emergency medical services first response, and inter-facility ambulance transports for resident and visitors in its jurisdiction, and charges for these services. The District also provides non-medical services including Fire Code related new construction plan reviews and inspections, Fire Code permit

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/22/2018** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

Contact: Jackie Lorrekovich, Chief Admin
Svc (925) 941-3300 x1300

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 22, 2018

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

issuance, and Fire Code enforcement inspections, and charges fees for these services.

This contract is for the services of a qualified and experienced full-service collection agency to provide collection services for unpaid and delinquent account receivables for the District. The contractor is a full-service collection agency and will provide collection services for unpaid and delinquent accounts receivable including delinquent ambulance and emergency medical services (EMS) bills and delinquent accounts for fees related to fire prevention and Fire Code related plan reviews, permits, inspections, nuisance false alarms, and other fees. Contractor will be paid 18% of amounts collected on primary accounts and 25% of amounts collected if legal action is initiated at District's request.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not seek to collect on unpaid and delinquent accounts receivable for medical or other services.



**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 22, 2018

Subject: APPROVE the Notice of Intention to Sell Real Property at public auction, and take related actions under CEQA, Clyde area.

RECOMMENDATION(S):

APPROVE the Notice of Intention to Sell Real Property at public auction (NOI), attached hereto and incorporated herein, for property identified as Assessor's Parcel Number 100-311-027 and located at 145 Sussex Avenue (Property), pursuant to Government Code Section 25363, Clyde area. (Project No. 7300-WLP139)(CP#18-11)

DETERMINE said Property described in the NOI to be surplus and no longer necessary for public purposes.

DECLARE the Contra Costa County Fire Protection District's (District) intention to sell said Property under the terms and conditions set forth in the Option Agreement referred to in the NOI as prepared by Real Estate Division of the Public Works Department.

APPROVE the NOI; and DIRECT the Real Estate Division of the Public Works Department to publish the NOI in the Contra Costa Times pursuant to Government Code Section 25363.

DETERMINE that the activity is a California Environmental Quality Act (CEQA), Class 12 Categorical Exemption, pursuant to Article 19, Section 15312 of the CEQA Guidelines; and

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/22/2018** ☐ 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 22, 2018

Contact: Aaron McAlister, Assistant Fire Chief 925-941-3503

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

DIRECT the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk; and

AUTHORIZE the Fire Chief, or designee, to arrange for payment of the \$50.00 fee to the County Clerk for filing and a \$25.00 fee to DCD for processing of the Notice of Exemption.

SET June 21, 2018, at 1:30 p.m. at 255 Glacier Drive, Martinez, California, as the time and place where oral bids will be received and considered.

FISCAL IMPACT:

The District will receive revenue from the sale of surplus property subject to the expenses related to the transaction.

BACKGROUND:

The Contra Costa County Fire Protection District; successor in interest to the dissolved Bay Point Fire Protection District, acquired the Property in May 1969. The Property is the former site of a reserve fire station that was staffed by volunteers. The fire station is approximately 900 square feet and has been non-operational as an active fire station for over 20 years and was used as a storage facility until 2014. It was permanently closed in 2014. The surrounding area is being serviced by other fire stations for primary emergency response. The Property is no longer needed and the District wishes to sell it as surplus property.

CONSEQUENCE OF NEGATIVE ACTION:

The District would continue to own and be responsible for the maintenance of the Property.

ATTACHMENTS

NOI to Sell Clyde Fire Station

CEQA Sale of Clyde Fire Station

Draft Option Agreement

**CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
255 Glacier Drive
Martinez, CA 94553**

NOTICE OF INTENTION TO SELL REAL PROPERTY

(Government Code § 25363)

The County Real Estate Division will sell at public auction to the highest responsible bidder, the real property hereinafter described:

Assessor's Parcel No. 100-311-027 is a lot that is approximately 2,125 sf. with an approximately 900 sf. structure, located at 145 Sussex Street in Clyde, California in a Single Family Residential Development with a General Plan Land Use of R-6.

The auction will be held at 255 Glacier Drive, Martinez, California, on June 21, 2018 at 1:30 p.m.

The sale will be done in accordance to the terms and conditions set forth in the Option Agreement which is available at the office of Contra Costa County, Public Works Department, Real Estate Division, 255 Glacier Drive, Martinez, California 94553, and can be viewed online at the Contra Costa County Public Works Department website (<http://www.co.contra-costa.ca.us/471/Suplus-Property>), or may be requested by phone to be mailed by calling Jewel Lopez at (925) 957-2457.

The County reserves the right to reject any and all bids received.

The parcel will be sold "**AS-IS**" and the purchaser assumes all risks and responsibility.

The parcel will be sold without warranty as to possible uses and the purchaser assumes all risks and responsibilities.

PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: 7300-WLP139
CP# 18-11

PROJECT NAME: Sale of Surplus Property – 145 Sussex St., Clyde (FS #18)

PREPARED BY: Sandeep Singh

DATE: April 26, 2018

APPROVED BY: John B. Noren

DATE: 5/1/2018

RECOMMENDATIONS:

☒ Categorical Exemption: 15312

☐ Negative Declaration

☐ Environmental Impact Report Required

☐ Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of the sale of surplus government property, which is not in an area of statewide, regional, or area wide concern, pursuant to section 15312 of the CEQA guidelines.

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet: <u>Vine Hill</u>	Base Map Sheet #: <u>E15</u>	Parcel #: <u>100-311-027</u>
-----------------------------------	------------------------------	------------------------------

GENERAL CONSIDERATIONS:

- Location:** 145 Sussex Street, unincorporated area of Clyde in central Contra Costa County [Figures 1-2].
- Project Description:** The Project consists of the sale of Contra Costa County Fire Protection District (District) owned property at 145 Sussex Street, in unincorporated Clyde, California (Property). Fire Station #18, which is located on the Property, was a reserve/volunteer station which has been non-operational for several years.

The Property is no longer needed and the District wishes to sell it as a surplus property.

- Does it appear that any feature of the project will generate significant public concern?**

☐ Yes ☒ No ☐ maybe (Nature of concern):

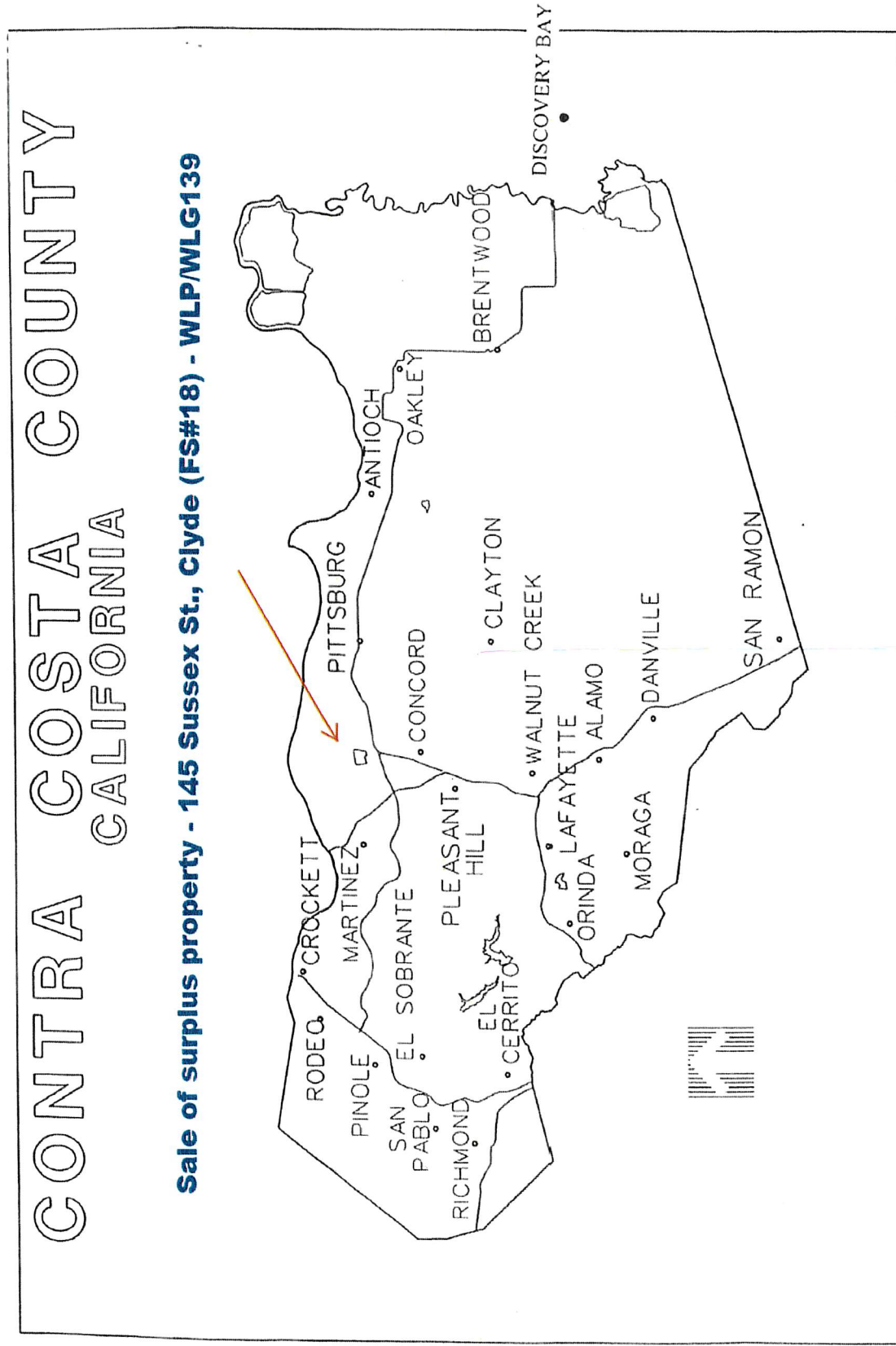
- Will the project require approval or permits by other than a County agency?**

☐ Yes ☒ No

- Is the project within the Sphere of Influence of any city?**

Yes, the project is within the Sphere of Influence of the City of Concord.

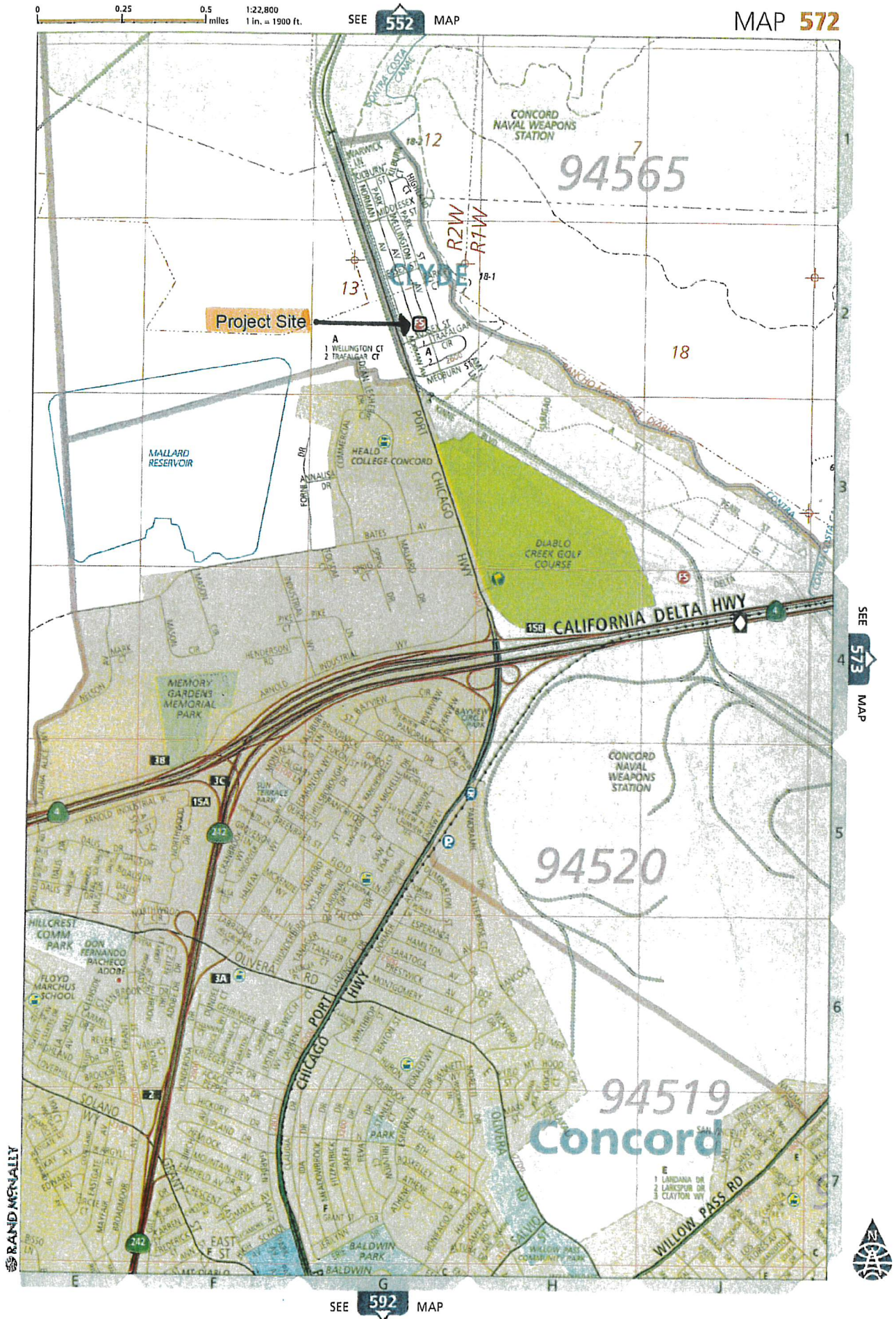
Figure 1



LOCATION MAP

Figure 1

Figure 2
Sale of surplus property - 145 Sussex St., Clyde (FS#18)



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Contra Costa County
Dept. of Conservation & Development
30 Muir Road
Martinez, CA 94553

☒ County Clerk
County of: Contra Costa

Project Title: Sale of Surplus Property – 145 Sussex St., Clyde (FS #18)
Proj. No. 7300-WLP139 CP#18-11

Project Applicant: **Contra Costa County Public Works Department**

Project Location – **Specific:** 145 Sussex Street (APN 100-311-027) in unincorporated Clyde, California

Project Location: Central Contra Costa County

Project Location – County: Contra Costa

Description of Nature, Purpose and Beneficiaries of Project:

The Project consists of the sale of Contra Costa County Fire Protection District (District) owned property at 145 Sussex Street, in unincorporated Clyde, California (Property) [Figures 1-2]. Fire Station #18, which is located on the Property, was a reserve/volunteer station which has been non-operational for several years.

The Property is no longer needed and the District wishes to sell it as a surplus property.

Name of Public Agency Approving Project: **Contra Costa County**

Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

Exempt Status:

- | | |
|---|--|
| <input type="checkbox"/> Ministerial Project (Sec. 21080(b) (1); 15268; | <input checked="" type="checkbox"/> Categorical Exemption: <u>15312</u> |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a)); | <input type="checkbox"/> Other Statutory Exemption, Code No.: _____ |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); | <input type="checkbox"/> General Rule of Applicability [Article 5, Section 15061 (b)(3)] |

Reasons why project is exempt: The project consists of the sale of surplus government property, which is not in an area of statewide, regional, or area wide concern, pursuant to Section 15312 of the CEQA guidelines.

Lead Agency Contact Person: Sandeep Singh - Public Works Dept. Area Code/Telephone/Extension: (925) 313-2022

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

Signature

Title

Applicant:

Public Works Department
255 Glacier Drive
Martinez, CA 94553

Attn: Sandeep Singh
Environmental Services Division
Phone: (925) 313-2022

Department of Fish and Game Fees Due

- ☐ EIR - \$3,168.⁰⁰
☐ Neg. Dec. - \$2,280.⁷⁵
☐ DeMinimis Findings - \$0
☒ County Clerk - \$50
☒ Conservation & Development - \$25

Total Due: \$75.⁰⁰

Total Paid \$ _____

Receipt #: _____

Parcel Number: 100-311-027
Project Name: Sale of Surplus –
145 Sussex St., Clyde (FS#18)
Project Number: 7300-WLP139

Optionee: _____
Address: _____

**OPTION AGREEMENT BETWEEN THE CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT AND THE
OPTIONEE NAMED HEREIN**
(Not to be Recorded)

1. Recitals.

- a. CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district organized under the laws of the State of California, hereinafter referred to as the “District”, is the owner of the certain real property described in Exhibit “A” and “B” attached hereto and made a part hereof, located at 145 Sussex Street and further identified as A.P.N 011-311-027, hereinafter referred to as the “Property.”
- b. District proposes to sell the Property.
- c. _____ (“Optionee”) desires to acquire the exclusive right to purchase the Property at an agreed price and under the specific terms and conditions below.

2. Effective Date.

The effective date of this Option shall be the date that this Option is approved by the Contra Costa County Fire Protection District Board of Directors, as governing body of the District (“Effective Date”).

3. Grant of Option.

District grants to Optionee the exclusive option to purchase the Property on the terms and conditions in this Option Agreement.

4. Term of Option.

The term of this option shall commence on the Effective Date and shall expire or terminate on the earliest of the following dates:

- a. **Option Term.** Sixty (60) days following the Effective Date, unless during said period District agrees in writing to extend the Option Period.
- b. **Extension of Option Period.** District, in its sole discretion, shall have the right, but not the obligation, to extend the term of the Option Term, under such terms and conditions as District believes is reasonable, if District, in its sole discretion, believes such extension is warranted. No such extension shall be effective unless and until it is in writing signed by both parties.
- c. **Breach.** Immediately upon a breach or default by Optionee under this Option Agreement.
- d. **Purchase.** The date that the Optionee acquires the entirety of the Property.

5. **Consideration for Option**

- a. **Payment.** As consideration for the Option granted under this Agreement, Optionee agrees to pay District the sum of Five Thousand Dollars (\$5,000.00) upon the terms and conditions outlined herein, said amount to be credited to the Purchase Price of the Property ("Option Consideration"). The Option Consideration shall be paid before the date this Agreement is approved by the Board of Supervisors. The Option Consideration shall be paid at the Public Works Department, Real Estate Division, 255 Glacier Drive, Martinez, CA 94553, payable to the Contra Costa County Fire Protection District.
- b. **Retention of Option Consideration.** Except as provided in Section 10 below, all Option Consideration paid to or on behalf of District shall belong to District and be retained by District, whether or not Optionee ultimately exercises its right to purchase the Property. District shall have no obligation to account for the Option Consideration to Optionee.

6. **Terms and Purchase Price.**

- a. **Escrow.** If the Optionee exercises its Option, at District's option the sale may be consummated through an escrow at a title company to be selected by District ("Title Company Name, Address and Escrow No"). In such case, Optionee hereby authorizes District to prepare and file escrow instructions with said Title Company on behalf of Optionee in accordance with this Agreement. If for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee this Property acquisition will select an alternate title company to handle the transaction, and notify Grantor in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement. Escrow shall be deemed to be closed and the Property shall be deemed to be conveyed on the date the deed to Optionee is recorded ("Closing Date"). All escrow fees, recording fees, documentary transfer taxes or other real estate transaction taxes or fees, by whatever name known, including broker's commission, if any, and personal property sales taxes where applicable, will be paid solely by Optionee. If title insurance is desired by the Optionee, Optionee will be solely responsible to pay the premium charged therefor.
- b. **Purchase Price.** The purchase price ("Purchase Price") for the Property during the Option Term is the sum of (TBD) Dollars (\$TBD). All Option Consideration paid by Optionee shall be credited to the Purchase Price of the Property. The Purchase Price shall be paid at the Public Works Department, Real Estate Division, 255 Glacier Drive, Martinez, CA 94553, payable to the Contra Costa County Fire Protection District.
- c. **Title; Grant Deed.** The right, title and interest in the Property to be conveyed by District pursuant to this Agreement shall not exceed that vested in the District. If the Optionee exercises its option, the Property shall be conveyed to Optionee subject to all title exceptions, restrictions, easements, liens and reservations, whether or not of record. The sale under this Option is subject to the approval of the Contra Costa County Fire Protection District Board of Directors. The Optionee may not take possession of the Property until a deed from the Contra Costa County Fire Protection District has been recorded. If the Optionee exercises its Option, upon approval by the Board of Directors, the District shall convey title to the Property to

the Optionee by Grant Deed. It is understood that Optionee acquires no right, title, interest or equity in or to said property until a grant deed to Optionee is recorded.

7. **Exercise.**

From and after the Effective Date, this Option may be exercised by Optionee's delivering to District before the expiration of the Option Term, written notice of the exercise ("Exercise Notice") and payment of the Purchase Price to the District.

8. **Condition of the Property.**

Neither District, nor its agents or employees have made any warranty, guarantee or representation concerning any matter or thing affecting or relating to the Property nor does it assume any responsibility for the conformance to codes or permit regulations of the city or District within which the Property is located.

If Optionee exercises this Option, Optionee will accept the Property in an "as is" condition. District has not made and does not make any representation as to the physical condition of the Property.

As partial consideration for this Option, Optionee hereby releases and discharges District and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors, and assigns from any and all claims, demands, causes of action, obligations, damages, and liabilities, which Optionee now has or could assert in any manner related to or arising from the condition of the Property, the presence of any hazardous substance in or around the Property, and the Optionee's present or future use of the Property. Optionee knowingly waives the right to make any claim against the District for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"

9. **Right of Entry.**

During the term of this Option and prior to the Closing Date, Optionee, its agents, contractors and employees, shall have the right to enter the Property at all reasonable times for the purpose of performing reasonable tests, engineering studies, surveys, soil and environmental tests and other tests, surveys, studies, and investigations of the Property as Optionee determines necessary or desirable. Optionee will defend, indemnify and hold District harmless from any claim, loss or liability in connection with any entry by Optionee, its contractors, agents and employees and Optionee will be solely responsible for all costs incurred in connection with these activities or Optionee's investigation of the Property.

10. **Informalities; Cancellation of Sale.**

District reserves the right to waive any informality or irregularity on any offer or cancel the sale at any time prior to recording of a deed. In the event of cancellation of sale by District, through no fault, action or inaction of Optionee, all monies deposited shall be refunded without payment of interest.

11. **Notices.**

All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.

a. Notice shall be sufficiently given for all purposes as follows:

- (1) When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
- (2) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (3) When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
- (4) When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.

b. The place for delivery of all notices given under this Agreement shall be as follows:

District: Real Estate Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-957-2467
Fax: (925) 646-0288

Optionee: _____ (Name)
_____ (Address)
_____ (Telephone)

or to such other addresses as Optionee and District may respectively designate by written notice to the other.

12. **Assignment, Successors and Third-Party Rights.**

This Option and all rights under this Agreement shall be freely assignable. This agreement shall be binding on and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

13. **Construction.**

The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to

be resolved against the drafting party shall not apply to the interpretation of this Agreement.

14. **Further Assurances.**

Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

15. **Governing Law.**

This Agreement shall be governed and construed in accordance with California Law. The venue for any legal action pertaining to this Agreement shall be Contra Costa County, California.

16. **Severability.**

Should any term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions of this Agreement shall be deemed severable and shall not be affected thereby, provided that such remaining parts, terms, portions or provisions can be construed in substance to constitute the Agreement that the parties intended to enter into in the first instance.

17. **Indemnification.**

As partial consideration for this Agreement, Optionee shall defend, indemnify, protect, save and hold harmless District, its officers, agents, and employees, from any and all claims, costs and liability for any damages, sickness, death or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever, including the sole or joint negligence of District, its agents, officers or employees, arising directly or indirectly from or connected with the repairs or any present or future condition of the Property or use of the Property which is the subject of this Agreement, or any representations, misrepresentations or non-representations regarding its condition or use, and will make good to and reimburse District for any expenditures, including reasonable attorneys' fees that District may make by reason of such matters and, if requested by District, will defend any such suits at the Optionee's sole expense.

18. **Survival.**

All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the close of escrow of the Property, shall be fully enforceable after the Closing Date in accordance with their terms and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.

19. **Negation of Optionee or Partnership.**

No provision of this Agreement shall be construed as making either party an agent or partner of the other party.

20. **Time of Essence.**

Time is of the essence for the Option Agreement. If the Option is not exercised in the manner provided in Section 7 before the expiration of the applicable Option Term, Optionee shall have no interest in the Property and the Option may not be revived by any subsequent payment or further action by Optionee.

21. **Waivers.**

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

22. **Amendment.**

This Agreement may not be amended or altered except by a written instrument executed by District and Optionee.

23. **Entire Agreement.**

This Agreement contains the entire agreement between the parties respecting the matters set forth, and expressly supersedes all previous or contemporaneous agreements, understandings, representations or statements between the parties respecting this matter.

CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT

OPTIONEE

By _____

By

Karen Mitchoff
Chair, Board of Directors

Date _____

ATTEST: DAVID TWA, Authority
Administrator and Clerk of the Board
of Supervisors

By _____

Deputy

APPROVED AS TO FORM
Sharon L. Anderson, County Counsel

By _____
Deputy County Counsel

NO OTHER OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description

DRAFT