

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
BOARD CHAMBERS, ADMINISTRATION BUILDING, 1025 ESCOBAR STREET
MARTINEZ, CALIFORNIA 94553-1229

DIANE BURGIS, *CHAIR*
FEDERAL D. GLOVER, *VICE CHAIR*
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MONICA NINO, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 655-2075
LEWIS T. BROSCARD III, FIRE CHIEF

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PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA MAY CALL IN DURING THE MEETING BY DIALING **888-251-2949** FOLLOWED BY THE ACCESS CODE **1672589#**. To indicate you wish to speak on an agenda item, please push "#2" on your phone.

Meetings of the Board of Supervisors are closed-captioned in real time. Public comment generally will be limited to two minutes. Your patience is appreciated. A Spanish language interpreter is available to assist Spanish-speaking callers.

A lunch break or 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 online at www.contracosta.ca.gov.

AGENDA
April 27, 2021

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

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.6 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Director or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS

PR.1 PRESENTATION on the Fiscal Year 2021-22 Contra Costa County Fire Protection District Recommended Budget. (Lewis T. Broschard III, Fire Chief)

DISCUSSION ITEMS

- D.1** CONSIDER accepting the 2020 Occupancy Inspection Compliance Report and ADOPT Resolution No. 2021/1. (Lewis T. Broschard III, Fire Chief)
- D.2** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Lewis T. Broschard III, Fire Chief)
- D.3** HEARING to consider adopting Ordinance No. 2021-16, authorizing the Contra Costa County Fire Protection District to increase its emergency ambulance service fees within Emergency Response Areas 1, 2, and 5 in Contra Costa County. (Lewis Broschard, Fire Chief)
- D.4** CONSIDER accepting a report from the Fire Chief providing a status summary for Contra Costa County Fire Protection District fire station construction projects. (Lewis T. Broschard III, Fire Chief)

D. 5 CONSIDER Consent Items previously removed.

D. 6 PUBLIC COMMENT (2 Minutes/Speaker)

CONSENT ITEMS

- C.1** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with AP Triton, LLC, effective April 27, 2021, to increase the payment limit from \$216,000 to \$432,000, and to extend the term from April 30, 2021, to April 30, 2024. (100% EMS Transport Fund)
- C.2** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a purchase contract with Golden State Fire Apparatus for the manufacture and sale of four (4) Type I Pierce fire engines; to execute a new lease schedule to the Master Lease Agreement with PNC Equipment Finance, LLC; and to execute a three-party agreement among PNC Equipment Finance, LLC, Pierce Manufacturing, Inc., and the Fire District. (100% CCCFPD Operating Fund)
- C.3** APPROVE AND AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with RRM Design Group, effective April 27, 2021, to increase the payment limit by \$20,000 to a new payment limit of \$577,000, to continue providing architectural services for the new Fire Station No. 70 project at 1800 23rd Street in San Pablo. (69% CCCFPD, 31% City of San Pablo)
- C.4** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a license agreement with the U.S. Department of the Navy to use a portion of the former Concord Naval Weapon Station for public safety training purposes during the period April 16, 2021 to April 17, 2022. (Cost Neutral)

- C.5** APPROVE and AUTHORIZE the Auditor-Controller, on behalf of the Contra Costa County Fire Protection District, to make a payment to American Medical Response West in the amount of \$20,686 for paramedic staffing of COVID-19 vaccination clinics in February and March 2021. (100% Federal)
- C.6** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with TriTech Software Systems, in an amount not to exceed \$242,000, for the continued annual maintenance of the Contra Costa County Fire Protection District's 911 Computer Aided Dispatch system for the period May 1, 2021, through April 30, 2022. (100% CCCFPD EMS Transport Fund)

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 1025 Escobar Street, First Floor, 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, 1025 Escobar Street first floor, Martinez, CA 94553; by fax: 925-655-2006.

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ADVISORY COMMISSION

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, June 14, 2021, at 7:00 p.m. at their Administrative Office, 4005 Port Chicago Highway, Suite 250, Concord, CA 94520.

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

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 (CCCPCFD) 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: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: April 27, 2021

Subject: Presentation on Fiscal Year 2021-22 Recommended Fire District Budget

RECOMMENDATION(S):

PRESENTATION on the Fiscal Year 2021-22 Contra Costa County Fire Protection District Recommended Budget.

FISCAL IMPACT:

Presentation only. The Contra Costa County and Special District Budgets hearing was conducted on April 20, 2021.

BACKGROUND:

On April 20, 2021, a public hearing was opened and conducted to receive input on the FY 2021-22 Recommended County and Special District Budgets. The Contra Costa County Fire Protection District is providing the attached, more detailed presentation of its 2021-22 Special District Recommended Budget, including noteworthy accomplishments and future plans and goals, at the regularly scheduled meeting of the Fire District Board of Directors on April 27, 2021.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☐ 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: April 27, 2021

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

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

FY 2021-22 Recommended Special District Budget

FY 2021-22 Recommended Budget Overview
(PPT)

Contra Costa County Fire Protection District – Fire Protection Summary

CCCFPD Operating Fund	2019-20 Actuals	2020-21 Budget	2021-22 Baseline	2021-22 Recommended	Change
Expense					
Salaries And Benefits	105,517,334	115,494,327	124,884,000	127,023,000	2,139,000
Services And Supplies	9,612,675	12,081,909	10,962,000	10,964,000	2,000
Other Charges	5,567,766	6,480,215	9,182,000	9,182,000	0
Fixed Assets	2,524,203	1,497,405	698,000	698,000	0
Expenditure Transfers	28,909,765	19,718,449	14,057,000	14,057,000	0
Expense Total	152,131,744	155,272,305	159,783,000	161,924,000	2,141,000
Revenue					
Other Local Revenue	146,343,610	152,670,000	160,074,000	160,074,000	0
Federal Assistance	1,117,339	1,792,305	1,038,000	1,038,000	0
State Assistance	866,181	810,000	812,000	812,000	0
Revenue Total	148,327,130	155,272,305	161,924,000	161,924,000	0
Net Fund Cost (NFC):	3,804,613	0	(2,141,000)	0	2,141,000
Allocated Positions (FTE)					
	413.6	418.6	418.6	422.6	4.0
Financial Indicators					
Salaries as % of Total Exp	69%	74%	78%	78%	
% Change in Total Exp		2%	3%	1%	
% Change in Total Rev		5%	4%	0%	
% Change in NFC		(100%)	0%	(100%)	
Compensation Information					
Permanent Salaries	45,955,955	51,968,730	57,036,311	57,563,438	527,127
Temporary Salaries	573,347	710,000	1,195,980	1,495,980	300,000
Permanent Overtime	12,094,138	12,962,000	13,500,000	14,270,000	770,000
Deferred Comp	60,264	138,535	65,000	65,000	0
Comp & SDI Recoveries	(775,629)	0	0	0	0
FICA/Medicare	879,767	925,240	1,020,262	1,042,952	22,690
Retirement Expense	28,504,994	29,700,870	33,717,550	34,070,644	353,094
Excess Retirement	114,423	252,548	140,000	140,000	0
Employee Group Insurance	6,141,336	7,801,807	7,079,357	7,175,028	95,671
Retiree Health Insurance	5,348,283	5,636,000	5,743,000	5,743,000	0
OPEB Pre-Pay	2,208,123	2,208,109	2,220,210	2,220,210	0
Unemployment Insurance	(3)	0	0	0	0
Workers Comp Insurance	4,412,337	3,190,487	3,166,329	3,236,747	70,418

Contra Costa County FPD

Special District

Department Description

The preceding table represents information, in aggregate, summarizing expenditures and revenue for the fire suppression/emergency medical response crews, fire prevention bureau, communications center, apparatus shop, training section, emergency medical services office, and administration functions section.

Major Department Responsibilities

The Contra Costa County Fire Protection District (CCCYPD) is responsible for providing fire suppression responses to both structure and wildland fires; emergency medical services including paramedic responses, rescue responses, hazardous materials responses; plan review, code enforcement, fire/arson investigation, weed abatement, public education, permits issuance required by Fire Code; and ensuring water supply needed for fire flow, compliance-based inspections, and training.

CCCYPD Operating Fund Summary		
Service:		Mandatory
Level of Service:		Discretionary
Expenditures:		\$161,924,000
Financing:		161,924,000
Net Fund Cost:		0
Funding Sources:		
Property Taxes	89.0%	\$144,056,000
Charges for Svcs	7.1%	11,469,000
Intergovernmental	3.3%	5,294,000
Misc. Revenue	0.7%	1,105,000
FTE: 422.6		

Contra Costa County Fire Protection District – EMS Transport Summary

CCCFPD EMS Transport Fund	2019-20 Actuals	2020-21 Budget	2021-22 Baseline	2021-22 Recommended	Change
Expense					
Salaries And Benefits	3,010,307	3,651,143	3,718,000	3,718,000	0
Services And Supplies	41,588,598	87,319,829	45,687,000	45,687,000	0
Other Charges	530,832	724,114	1,660,000	1,660,000	0
Fixed Assets	1,076,241	1,415,000	935,000	935,000	0
Expenditure Transfers	949,832	1,500,000	1,000,000	1,000,000	0
Expense Total	47,155,810	94,610,086	53,000,000	53,000,000	0
Revenue					
Other Local Revenue	61,150,713	54,482,000	53,000,000	53,000,000	0
Revenue Total	61,150,713	54,482,000	53,000,000	53,000,000	0
Net Fund Cost (NFC):	(13,994,903)	40,128,086	0	0	0
Allocated Positions (FTE)	12.0	13.0	13.0	13.0	0.0
Financial Indicators					
Salaries as % of Total Exp	6%	4%	7%	7%	
% Change in Total Exp		101%	(44%)	0%	
% Change in Total Rev		(11%)	(3%)	0%	
% Change in NFC		(387%)	(100%)	0%	
Compensation Information					
Permanent Salaries	1,587,795	2,006,241	2,072,621	2,072,621	0
Permanent Overtime	327,075	366,380	389,550	389,550	0
Deferred Comp	4,110	6,300	6,720	6,720	0
FICA/Medicare	26,392	33,380	34,987	34,987	0
Retirement Expense	727,588	866,390	887,527	887,527	0
Employee Group Insurance	177,080	234,524	192,100	192,100	0
Retiree Health Insurance	16,071	16,049	19,235	19,235	0
OPEB Pre-Pay	0	6,780	6,679	6,679	0
Unemployment Insurance	0	(0)	0	0	0
Workers Comp Insurance	144,194	115,100	108,581	108,581	0

Description: The EMS Transport Fund was created in 2015 following the award of a contract to the District by the County EMS Agency to provide emergency medical services throughout the County. The Fund allows the District to track reimbursement revenue from governmental, commercial and private payers for EMS services rendered along with expenditures associated with the provision of those services.

Contra Costa County FPD

Special District

CCCFPD EMS Transport Fund		
Service:	Discretionary	
Level of Service:	Discretionary	
Expenditures:	\$53,000,000	
Financing:	53,000,000	
Net Fund Cost:	0	
Funding Sources:		
Cost Recovery	100.0%	\$53,000,000
FTE: 13.0		

Contra Costa County FPD

Special District

Non-Operating Funds

Non-operating fund budget units include developer fee accounts that are restricted to capital needs necessitated by growth, Pension Obligation Bond (POB) Debt Service and Stabilization fund budget units that were created pursuant to the issuance of pension obligation bonds in July 2005, and the EMS Transport Fund (reported on the previous page) created in 2015 to track expenditures and reimbursement revenue associated with the provision of ambulance service.

Pittsburg Special Fund		
Service:		Discretionary
Level of Service:		Discretionary
Expenditures:		\$142,000
Financing:		1,000
Net Fund Cost:		141,000
Funding Sources:		
Fund Balance	99.3%	\$141,000
Use of Money	0.7%	1,000

CCCFPD Capital Outlay Fund

The Capital Outlay Fund includes funds collected during the building permit process and is intended to ameliorate the impact of new construction service demands on District capital needs. This fund is primarily intended for major capital outlay projects such as new fire stations.

CCCFPD Capital Outlay Fund		
Service:		Discretionary
Level of Service:		Discretionary
Expenditures:		\$422,000
Financing:		20,000
Net Fund Cost:		402,000
Funding Sources:		
Fund Balance	95.3%	\$402,000
Developer Fees	4.7%	20,000

CCCFPD New Development Fee Fund

The CCCFPD New Development Fee Fund, established in August 2006, replaces both the CCCFPD and Riverview Fire Developer Fee Funds. This fund includes monies collected during the building permit process in all of the unincorporated areas of the District and is intended to mitigate the impact of new construction service demands on District capital needs.

CCCFPD New Development Fee Fund		
Service:		Discretionary
Level of Service:		Discretionary
Expenditures:		\$941,000
Financing:		100,000
Net Fund Cost:		841,000
Funding Sources:		
Fund Balance	90.4%	\$841,000
Developer Fees	9.6%	100,000

Pittsburg Special Fund

The Pittsburg Special Fund is comprised of fees collected in the Pittsburg area and by agreement with the City of Pittsburg for capital purchases.

CCCFPD POB Debt Service Fund

The Pension Obligation Bond Debt Service Fund was created due to the issuance of Pension Obligation Bonds in July 2005 to refinance the District's Unfunded Actuarial Accrued Liability (UAAL) as of December 2004 with the Contra Costa County Employees' Retirement Association. The refinancing resulted in savings

Contra Costa County FPD

Special District

in excess of \$50 million over 18 years as the POB interest rate paid to the bondholders was significantly lower than the interest rate charged by the Retirement Association. This fund is created to pay the bondholders via the trustee.

CCCFPD POB Debt Service Fund			
Service:	Discretionary		
Level of Service:	Discretionary		
Expenditures:	\$16,719,000		
Financing:	276,000		
Net Fund Cost:	16,443,000		
Funding Sources:			
Fund Balance	98.3%	\$16,443,000	
Reimbursements	1.7%	276,000	

CCCFPD Stabilization Fund

The Pension Obligation Stabilization Fund was created pursuant to the issuance of Pension Obligation Bonds in July 2005. The savings realized from the lower interest rates are set-aside in the Stabilization Fund to extinguish new Retirement System Unfunded Actuarial Accrued Liabilities (UAAL); replenish reserves; and, upon a unanimous vote of the full Board, for any other lawful purpose of the District.

CCCFPD Stabilization Fund			
Service:	Discretionary		
Level of Service:	Discretionary		
Expenditures:	\$24,784,000		
Financing:	2,611,000		
Net Fund Cost:	22,173,000		
Funding Sources:			
Fund Balance	89.5%	\$22,173,000	
Transfers	10.5%	2,606,000	
Use of Money	0.0%	5,000	

CCCFPD Capital Construction Fund

The Capital Construction Fund includes funds transferred from the CCCFPD Operating Fund reserves. This fund is primarily intended for major capital outlay projects such as new fire stations.

CCCFPD Capital Construction Fund			
Service:	Discretionary		
Level of Service:	Discretionary		
Expenditures:	\$13,101,000		
Financing:	12,747,000		
Net Fund Cost:	354,000		
Funding Sources:			
Misc. Revenue	97.3%	\$12,747,000	
Fund Balance	2.7%	354,000	

CAO's Recommendation

The FY 2021-22 Recommended Budget provides for the funding of 26 fire stations, 29 fully functional engine or truck companies, 422.6 FTEs in the District's General Operating Fund, and 13 FTEs in the District's EMS Transport Fund.

The budget includes funding for negotiated wage increases, increases to employer safety retirement rates due to the depooling of CCCERA Cost Group #8, debt service payments on revenue bonds (for station construction projects), two fire academies, and the continuation of 1) the District's new seasonal hand crew program, 2) four-person staffing at truck companies, and 3) a 24/7 hazardous materials team.

The District continues to invest in building and grounds maintenance and repair projects and replace capital and non-capital equipment as needed.

The District is primarily funded by property tax revenues. In FY 2020-21, the District experienced a 5.12% growth in secured property assessed valuation and a 5.13% growth in total assessed valuation. This represents the eighth

consecutive year of growth in assessed valuation after several years of declines. The District received additional property tax distributions during the course of the fiscal year due to the dissolution of redevelopment agencies.

The FY 2021-22 Recommended Budget anticipates a 5% growth in secured property assessed valuation and revenue from the continued unwinding of the redevelopment areas. The budget also anticipates the continuation of revenue from a three-year staffing grant, an air ambulance agreement, a fire-based emergency medical services (EMS) first responder fee, sales tax for enhanced EMS services in the City of San Pablo, and cost recovery for certain negligent incidents. The District continues to be the County's exclusive operator of emergency ambulance service (not including the areas covered by the Moraga-Orinda Fire Protection District and the San Ramon Valley Fire Protection District). Although there was a temporary decline in transport volume due to the COVID-19 pandemic, the cost of providing this service continues to be offset by the collection of ambulance service fees.

The increased revenue has not only allowed the District to restore most of the operational resources taken out of service during the Great Recession, it is providing the means to introduce new and expanded resources and programs to the communities served by the District. This includes fire boat operations, the availability of a 24/7 air ambulance, a hazardous materials response team, progressive fire-based EMS first responder tools, and new public education initiatives.

In FY 2021-22, the employer Safety Tier A retirement base rate increases from 67.38% to 70.46%. Offsetting the rate increase is a \$5.7 million decrease in the tax intercept for debt service on the District's 2005 pension obligation bonds.

The FY 2021-22 Recommended Budget is balanced and requires no use of fund balance. The District continues to meet its Board adopted policy to maintain a minimum reserve of 10% of general operating fund budgeted expenditures.

Performance Measurement

During FY 2020-21, the District:

- Continued to provide essential EMS, fire, and rescue first responder services during a pandemic while maintaining the health and safety of first responders, support staff, and the community.
- Provided extended EOC and Fire/Rescue Branch support and staffing during the early response to COVID-19.
- Provided COVID-19 vaccination clinic staffing, coordination, planning and logistical support in collaboration with Public Health.
- Staffed strike teams in response to record numbers of California wildfires.
- Conducted disaster planning, internal preparation, and public education for large wildland fire and PSPS events.
- Responded to 75,361 incidents in calendar year (CY) 2019. This represents a 5.6% decrease in call volume compared to CY 2019.
- Completed negotiations with ambulance subcontractor for a contract extension for continued 911 emergency ambulance service within Exclusive Operating Areas (EOAs) I, II, and V.
- Continued staffing a 24/7 air ambulance through a public-private partnership agreement and added a second, larger helicopter with hoist rescue and aerial firefighting capability
- Completed construction work and opened new Fire Station 70 in the City of San Pablo.
- Secured long-term funding (revenue bonds) for new fire station construction projects in Pacheco and Bay Point.

Contra Costa County FPD

Special District

- Increased staffing and filled new vacancies within the fire prevention bureau to better meet mandates and standards for code enforcement.
- Deployed a new records management, inspection, and invoicing system in the fire prevention bureau.
- Continued to train and deploy fire personnel as first responders at the specialist level to hazardous materials incidents.
- Continued replacement of capital equipment, such as heavy fire apparatus and support equipment.
- Continued major facility and grounds maintenance projects such as new roofing and asphalt.
- Continued participating in the new Ground Emergency Medical Transport (GEMT) Quality Assurance Fee (QAF) program.
- Resolve issues with the potential construction site of a new Fire Station 9 at the Buchanan Field Airport.
- Initiate communication center remodel and modernization through bidding and selection of general contractor.
- Update the fire prevention bureau fee schedule.
- Continue periodic replacement of capital equipment, such as heavy fire apparatus and support equipment.
- Continue facility and grounds maintenance projects, such as remodeling, painting, roofing, and asphalt repair.
- Pursue new funding mechanisms such as development impact fees and the creation of community facilities districts in areas of new development.
- Hire and conduct Firefighter Recruit Academy 56 and 57.

Administrative and Program Goals

During FY 2021-22, the District will:

- Add a second full fire company to Fire Station 70 in the City of San Pablo (replacing a limited functionality two-person squad).
- Pursue grant funding opportunities as they become available.
- Continue disaster planning, internal preparation, and public education for large wildland fire and PSPS events.

Contra Costa County FPD
Special District

FY 2021-22
Program Modification List

Order	Reference to Mand/Disc List	Program Name	Service	FTE	Net Fund Cost Impact	Impact
1	N/A	Operations	Fire Suppression	3.0	960,000	Adds three Fire Captain positions to upgrade the squad at Fire Station 70 in San Pablo to a second, full fire company.
2	N/A	Operations	Training and Safety Division	1.0	107,000	Adds one Driver Clerk position to the Training and Safety Division.
3	N/A	Operations	Fire Suppression	0.0	300,000	Increase in temporary salaries to expand the seasonal hand crew program.
4	N/A	Operations	Fire Prevention Bureau	0.0	770,000	Increase in Overtime to provide appropriate coverage.
			Total General Operating Fund	4.0	\$2,141,000	



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
FIRE • RESCUE • EMS

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Recommended Budget
Fiscal Year 2021-22



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

NOTEWORTHY 2020-21 ACCOMPLISHMENTS

- Continued to provide essential EMS, fire, and rescue first responder services during COVID -19 pandemic while maintaining the health and safety of first responders, support staff, and the community.
- Provided extended EOC and Fire/Rescue Branch support and staffing during the early response to COVID-19.
- Provided COVID-19 vaccination clinic staffing, coordination, planning and logistical support in collaboration with Public Health.
- Staffed strike teams in response to record numbers of California wildfires.
- Conducted disaster planning, internal preparation, and public education for large wildland fire and PSPS events.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

NOTEWORTHY 2020-21 ACCOMPLISHMENTS

- Completed negotiations with ambulance subcontractor for a contract extension for continued 911 emergency ambulance service within Exclusive Operating Areas (EOAs) I, II, and V.
- Continued staffing a 24/7 air ambulance through a public-private partnership agreement and added a second, larger helicopter with hoist rescue and aerial firefighting capability
- Completed construction work and opened new Fire Station 70 in the City of San Pablo and broke ground on a new Fire Station 86 in Bay Point.
- Secured long-term funding (revenue bonds) for new fire station construction projects in Pacheco and Bay Point.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

NOTEWORTHY 2020-21 ACCOMPLISHMENTS

- Increased staffing within the Fire Prevention Bureau (FPB) to better meet mandates and standards for code enforcement.
- Deployed a new records management, inspection, and invoicing system in the FPB.
- Continued to train and deploy fire personnel as first responders at the specialist level to hazardous materials incidents.
- Continued to replace capital equipment, such as heavy fire apparatus and support equipment, and to address major facility and grounds maintenance projects such as new roofing and asphalt.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

FY 2020-21 RECOMMENDED BUDGET SUMMARY

- Balanced assuming 5% increase in property tax.
- Net increases of four (4) FTEs, including:
 - Three (3) Fire Captains to increase staffing at Fire Station 70 in San Pablo.
 - One (1) Driver-Clerk in the Training and Safety Division.
- Continue to meet fund balance goal of 50% reserves for the EMS Transport Fund.
- Continue to meet fund balance goal of 10% of budgeted expenditures in the CCCFPD General Fund.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

FY 2020-21 RECOMMENDED BUDGET SUMMARY

- Safety employer retirement rate increase due to depooling of CCCERA Cost Group 8.
- Reduction in POB tax intercept.
- Debt service on new revenue bonds for fire station construction projects.
- Outcome of fire district annexation study may impact FY 2021-22 and beyond.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

RECOMMENDATION FY 2021-22

	General Fund	EMS Transport Fund	Total CCCFPD
Expense			
Salaries & Benefits	127,023,000	3,718,000	130,741,000
Services & Supplies	10,964,000	45,687,000	56,651,000
Other Charges	9,182,000	1,660,000	10,842,000
Fixed Assets	698,000	935,000	1,633,000
Expenditure Transfers	14,057,000	1,000,000	15,057,000
Expense Total	161,924,000	53,000,000	214,924,000
Revenue			
Other Local Revenue	160,074,000	53,000,000	213,074,000
Federal Assistance	1,038,000	-	1,038,000
State Assistance	812,000	-	812,000
Revenue Total	161,924,000	53,000,000	214,924,000
Positions (FTEs)	422.6	13.0	435.6



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

PROPERTY TAX REVENUE

- Over the four-year period from 2009 and 2013, property tax revenues decreased by 13%. Taxes significantly increased between 2014 and 2016. Currently at a more stable increase of around 5% annually.
- Actual CCCFPD experience:

❖ 2009-10 (7.8%)	❖ 2016-17 6.3%
❖ 2010-11 (2.4%)	❖ 2017-18 5.5%
❖ 2011-12 (1.9%)	❖ 2018-19 6.4%
❖ 2012-13 (1.2%)	❖ 2019-20 5.5%
❖ 2013-14 5.9%	❖ 2020-21 5.2%
❖ 2014-15 9.3%	❖ 2021-22 5.0% Budgeted
❖ 2015-19 6.9%	



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

2021-22 PLANS AND GOALS

- Add a second full fire company to Fire Station 70 in the City of San Pablo (replacing a limited functionality two-person squad) in July 2021.
- Continue preparations and planning for reopening Fire Station 4 in unincorporated Walnut Creek in July 2022.
- Resolve issues with the potential construction site of a new Fire Station 9 at the Buchanan Field Airport.
- Initiate communication center remodel and modernization through bidding and selection of general contractor.
- Update the FPB fee schedule.
- Continue periodic replacement of capital equipment, such as heavy fire apparatus and support equipment.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

2021-22 PLANS AND GOALS

- Continue facility and grounds maintenance projects, such as remodeling, painting, roofing, and asphalt repair.
- Continue to pursue the formation of community facilities districts in areas of new development.
- Hire and conduct Firefighter Recruit Academy 56 and 57.
- Continue disaster and evacuation planning, operational preparation, public education and prevention efforts related to wildland fire and expanding fire season.
- Complete fire district annexation study and pursue annexation process if determined to be feasible and sustainable.
- Pursue accreditation of the Regional Fire Communications Center and implementation of EMS system enhancements and improvements.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

QUESTIONS?



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: April 27, 2021

Subject: 2020 Occupancy Inspection Compliance Report

RECOMMENDATION(S):

ACCEPT the 2020 Occupancy Inspection Compliance Report from the Fire Chief pursuant to Sections 13146.2 and 13146.3 of the California Health & Safety Code; and ADOPT Resolution No. 2021/1 acknowledging receipt of the report pursuant to Section 13146.4 of the California Health & Safety Code.

FISCAL IMPACT:

There is no fiscal impact to the adoption of this resolution.

BACKGROUND:

Section 13146.2 requires the Contra Costa County Fire Protection District (District) to annually inspect all hotels, motels, lodging houses, apartment houses and dwellings, and associated accessory structures for compliance with building standards and other regulations of the State Fire Marshal. Single family dwellings, including duplexes, are excluded. The occupancies covered by this statute are defined in the "Group R" occupancy classifications within the California Fire and Building Codes.

Section 13146.3 requires the District to inspect all public or private schools not less than

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☐ 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: April 27, 2021

Contact: Lewis T. Broschard III, Fire
 Chief (925) 941-3300

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

once per year. The occupancies covered by this statute are defined in the “Group E” occupancy classifications within the California Fire and Building Codes. It should be noted that a school is defined as containing grades K-12 and does not include day care, colleges, or adult learning facilities.

Effective January 1, 2019, Section 13146.4 of the California Health and Safety Code requires all city or county fire departments and fire districts responsible for conducting mandated annual occupancy inspections of Group E and Group R occupancies to report annually to their governing body on their compliance with these two mandated inspection programs. Additionally, the governing body is required to adopt a resolution acknowledging receipt of the report.

For the calendar year 2020 reporting period, the District completed 100% of the required annual inspections of both Group E and Group R occupancies within its jurisdiction.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board fails to accept the report and adopt the resolution, the District will be in violation of Section 13146.4 of the California Health and Safety Code until such time as a report is accepted and a resolution is adopted.

ATTACHMENTS

Resolution 2021/1

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 04/27/2021 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2021/1

In The Matter Of: Acknowledgement of receipt of the Contra Costa County Fire Protection District's 2020 Occupancy Inspection Compliance Report,

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Contra Costa County Fire Protection District, that provide fire protection services to perform annual inspections in every building used as hotels, motels, lodging houses, apartment houses and dwellings, and associated accessory structures for compliance with building standards and other regulations of the State Fire Marshal, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments that provide fire protection services, including the Contra Costa County Fire Protection District, to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the Contra Costa County Fire Protection District Board of Directors intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Contra Costa County Fire Protection District's compliance with California Health and Sections 13146.2 and 13146.3;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Fire Protection District Board of Directors expressly acknowledges the measure of compliance of the Contra Costa County Fire Protection District with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the Contra Costa County Fire Protection District in 2020, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES Educational Group E occupancies are those public and private schools used by more than six persons at any one time for educational purposes, including kindergarten through the 12th grade. Within the Contra Costa County Fire Protection District, there were 184 such Group E occupancies, buildings, structures and/or facilities.

During calendar year 2020, the Contra Costa County Fire Protection District completed the annual inspection of all Group E occupancies, buildings, structures and/or facilities.

B. RESIDENTIAL GROUP R OCCUPANCIES Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), as well as other residential occupancies (including a number of residential care facilities). Within the Contra Costa County Fire Protection District there were 7,060 Group R (R-1, R-2, R-2.1, and R-4) occupancies, including accessory and secondary structures, of this nature known to the District. Not included within this list are all Group R occupancies in the planning, design, or new construction phase that are not constructed or occupied, as well as duplex residential occupancies which should be classified as Group R-3 (single family) occupancies.

During calendar year 2020, the Contra Costa County Fire Protection District completed the annual inspection of all constructed and occupied Group R occupancies, buildings, structures and/or facilities.

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.

Contact: Lewis T. Broschard III, Fire Chief (925)
941-3300

ATTESTED: April 27, 2021

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: April 27, 2021

Subject: Emergency Ambulance Service Rate Schedule Revision

RECOMMENDATION(S):

Acting as the Contra Costa County Fire Protection District Board of Directors,

A. OPEN the public hearing on Ordinance No. 2021-16, an ordinance authorizing the Contra Costa County Fire Protection District to increase its emergency ambulance service fees effective May 27, 2021.

B. RECEIVE testimony and CLOSE the public hearing.

C. ADOPT Ordinance No. 2021-16.

FISCAL IMPACT:

This ordinance will allow the Contra Costa County Fire Protection District to recover the increased costs associated with the provision of emergency ambulance services in Emergency Response Areas (ERAs) 1, 2, and 5 within Contra Costa County beginning May 27, 2021.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☐ 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: April 27, 2021

Contact: Lewis Broschard, Fire Chief
 (925) 941-3300

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND:

The Emergency Ambulance Services contract between Contra Costa County and the Contra Costa County Fire Protection District (“District”) establishes the rates the District is authorized to charge for providing emergency ambulance services (the “Ambulance Contract”).

The District currently charges Emergency Ambulance Services patients the following amounts: Emergency Ambulance Response Base Rate of \$2,428.00; a Mileage Rate of \$58.00 for each mile traveled with a loaded patient; an Oxygen Administration Charge of \$203.00; and \$520.00 for Treat and Refused Transport. The District is not authorized to charge more or less than the rates specified in the Ambulance Contract. The current rates became effective June 12, 2020.

Ambulance system costs include, but are not limited to, payments to the District’s subcontractor American Medical Response West (“AMR”), billing service provider payments, acquisition of ambulance vehicles and equipment, dispatcher wages and benefits, administrative wages and benefits, system software and hardware upgrades, consulting fees, banking fees, and other costs. The largest cost driver in the ambulance system is payments to AMR. These payments to AMR account for over 80% of system costs.

The Emergency Ambulance Services contract between the District and AMR (the “Ambulance Subcontract”) establishes the hourly ambulance unit rates the District pays AMR for providing emergency ambulance services. The Ambulance Subcontract requires the hourly rates paid by the District to AMR to increase annually. Beginning May 1, 2021, and on each May 1 thereafter, the unit hours rates will increase will by the greater of (i) the percentage increase in CPI, and (ii) three percent (3%).

Factors that impact transport collections include transport volume, services provided (e.g., mileage and oxygen), payer mix, payment caps, and potential changes to the Affordable Care Act and other relevant legislation. Commercial payers will mainly pay the increased rates, while factors such as payment caps for Medicare and Medi-Cal will limit the transport collection for those payers. Therefore, in order for the AMR ambulance unit hour rate increase to be cost neutral, the rates charged by the District for ambulance service must increase by an amount greater than the CPI.

The Ambulance Contract requires the Contra Costa County EMS Agency to approve annual increases to the Service Rate Schedule when requested by the District. Effective May 12, 2020, the Ambulance Contract allows for the preceding year’s rates to be increased annually by the greater of five percent (5%), or the average CPI for the most recent and available three-year period, divided by the following: the average dollar amount received by the District from non-public payers for the most recent three-year billing period (excluding billings that are less than six months old) divided by the average dollar amount received by the District from all payers for the most recent three-year billing period (excluding billings that are less than six months old), provided that no such increase shall exceed nine percent (9%).

Applying a five point six four percent (5.64%) increase to the Service Rate Schedule results in the following rates: Emergency Ambulance Response Base Rate of \$2,565.00; Mileage Rate of \$62.00 for each mile traveled with a loaded patient; Oxygen Administration Charge of \$215.00; and Treat and Refused Transport fee of \$550.00.

If approved by the District Board of Directors, these rates will go into effect on May 27, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If Ordinance No. 2021-16 is not adopted, the District will not be able to recover the increased costs of providing emergency ambulance services under its contract with the County and AMR.

CHILDREN'S IMPACT STATEMENT:

Approximately 10% of emergency medical service responses involve children under the age of 15.

ATTACHMENTS

Ordinance 2021-16

ORDINANCE NO. 2021-16
(Uncodified)

COST RECOVERY ORDINANCE FOR EMERGENCY AMBULANCE SERVICES

The Contra Costa County Board of Supervisors, as and constituting the Board of Directors of the Contra Costa County Fire Protection District, ordains as follows:

SECTION I. Authority. This ordinance is enacted pursuant to Health and Safety Code sections 13910 through 13919.

SECTION II. Findings and Purpose.

- A. Effective January 1, 2016, the Contra Costa County Fire Protection District (the "District") began providing Emergency Ambulance Services in Emergency Response Areas 1, 2 and 5 of Contra Costa County (the "Service Area") pursuant to the Emergency Ambulance Services contract (the "Ambulance Contract"), between Contra Costa County (the "County") and the District.
- B. Under the Ambulance Contract, the District is required to employ all resources necessary to continuously provide Emergency Ambulance Services to persons in the Service Area 24 hours a day, every day, when requested by an emergency medical dispatch center.
- C. The District does not possess the infrastructure or personnel necessary to directly perform the Emergency Ambulance Services required under the Ambulance Contract. American Medical Response West (the "Ambulance Services Subcontractor") provides Emergency Ambulance Services in the Service Area on the District's behalf under a subcontract with the District (the "Ambulance Subcontract").
- D. The District responds to a high volume of calls for Emergency Ambulance Services through its Ambulance Services Subcontractor, which deploys personnel to incidents and provides Emergency Ambulance Services treatment and transport to persons at those incidents.
- E. The Ambulance Contract sets the rates the District is authorized to charge for providing Emergency Ambulance Services. The District currently charges Emergency Ambulance Services patients the following amounts: (1) an Emergency Ambulance Response base rate of \$2,428.00; (2) a mileage rate (for each mile traveled with a loaded patient) of \$58.00 per mile; (3) an oxygen administration charge of \$203.00; and (4) a treat and refused transport charge (if applicable) of \$520.00.
- F. The Ambulance Contract requires the County, when requested by the District, to increase the previous rates by the greater of (i) and (ii):

- (i) A percentage calculated as follows: The average Consumer Price Index, All Urban Consumers for Medical Care (U.S. city average) (1982-84=100) ("Medical CPI") for the most recent and available three-year period, divided by the following: the average dollar amount received by the District from non-public payers for the most recent three-year billing period (excluding billings that are less than six (6) months old) divided by the average dollar amount received by the District from all payers for the most recent three-year billing period (excluding billings that are less than six (6) months old). For example purposes only, if the average CPI for the most recent three-year period is 3%, and the average amount the District received from non-public payers for the most recent three-year period (excluding billings that are less than six (6) months old) is \$27,000,000, and the average dollar amount received by the District from all payers for the most recent three-year period (excluding billings that are less than six (6) months old) is \$47,000,000, then the percentage would be 5.22%, calculated as follows:
 $.03/(\$27,000,000/\$47,000,000)$.
- (ii) Five percent (5%),

Notwithstanding the foregoing, in no event shall the maximum increase exceed nine percent (9%).

- G. The Ambulance Subcontract requires the hourly rates paid by the District to the Ambulance Services Subcontractor to increase annually by the greater of (i) the percentage increase in CPI, and (ii) three percent (3%).
- H. The District has reasonably calculated its costs of providing Emergency Ambulance Services to persons at an incident. These costs include the District's costs of its Ambulance Services Subcontractor, the costs of its billing and collections subcontractor, and the cost of District staff to provide Emergency Ambulance Services on a per-patient basis. The Emergency Ambulance Services fees established by this ordinance are calculated based on the District's actual costs of providing Emergency Ambulance Services on a per-patient basis.

SECTION III. Definitions. For purposes of this ordinance, the following terms have the following meanings:

- (a) "ALS" means advanced life support emergency medical services designed to provide definitive prehospital emergency medical care that are administered by authorized personnel (i) under the direct supervision of a facility designated by Contra Costa County Emergency Medical Services Agency ("CCCEMSA") pursuant to Health and Safety Code section 1798.100, or (ii) by utilizing approved prehospital treatment protocols or standing orders as part of the County EMS system, and which are administered at the scene of an emergency, during transport to an acute care hospital or other approved facility, during

inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital. ALS may include, without limitation, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures.

- (b) "BLS" means basic life support emergency medical services including, but not limited to, emergency first aid and cardiopulmonary resuscitation medical care procedures which, at a minimum, include recognizing respiratory and cardiac arrest and starting proper application of cardiopulmonary resuscitation to maintain life without invasive techniques, unless authorized by state law or regulation, until the victim may be transported or until ALS medical care is available.
- (c) "Emergency Ambulance Services" means emergency ambulance services involving the administration of ALS, BLS, or critical care transport, provided in response to 911 calls and/or requests for emergency medical services through a public safety agency where 911 calls are first received for a particular jurisdiction, or prehospital emergency calls received directly by the District.

SECTION IV. Emergency Ambulance Services Fees.

- (a) The Emergency Ambulance Services fees to recover the District's actual costs of providing Emergency Ambulance Services to each patient are established in the amount specified in Exhibit A attached hereto and incorporated herein.
- (b) The Emergency Ambulance Services fees shall be charged to each person who receives District Emergency Ambulance Services during a single incident.
- (c) The District Board of Directors (the "Board") may adjust the amount of the Emergency Ambulance Services fees established by this ordinance pursuant to Health and Safety Code section 13916.

SECTION V. Fee Collection.

- (a) If the District provides Emergency Ambulance Services to a person through its Ambulance Services Subcontractor, the Fire Chief, or designee, including the District's Emergency Ambulance Services billing subcontractor, will send an invoice seeking payment of the Emergency Ambulance Services fees to the person, and to the insurance company that provides medical insurance coverage for the person (the "Insurer") if the person or his or her representative has identified to the District or to its Ambulance Services Subcontractor the Insurer to which the invoice should be sent.

- (b) The Fire Chief, or designee, has approved and adopted policies and procedures for invoicing, billing, and receiving payments for each Emergency Ambulance Services fee charged under this ordinance. The policies and procedures include a process to discharge from accountability accounts that are not collectible.

SECTION VI. No Effect on Emergency Ambulance Services. This ordinance neither expands nor limits Emergency Ambulance Services. Nothing in this ordinance relieves the District from providing Emergency Ambulance Services. Emergency Ambulance Services will continue to be provided without regard to whether a person is insured by an Insurer, and without regard to whether a person has the ability to pay the Emergency Ambulance Services fees.

SECTION VII. No Waiver of Other Means of Cost Recovery. This ordinance does not preclude the District from recovering its Emergency Ambulance Services costs in any other manner authorized by law.

SECTION VIII. Severability. If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each remaining part of this ordinance irrespective of any such invalidity.

SECTION IX. Effective Date. This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or against it in the East Bay Times, a newspaper published in this County.

PASSED on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: MONICA NINO,
Clerk of the Board of Supervisors
and County Administrator

Board Chair

By: _____
Deputy

[SEAL]

KCK:

H:\Client Matters\2021\Ordinance No. 2021-17 Cost Recovery Ord for Emergency Ambulance Services.wpd

Exhibit A

Emergency Ambulance Services Fee Calculation

For each Emergency Ambulance Service call, District shall charge the patient the Emergency Ambulance Response Base Rate, plus mileage costs at the Mileage Rate. If oxygen is administered to a patient, District shall charge the patient the Oxygen Administration Charge, whether transported or not. If a patient is treated and refuses transport, District shall charge the Treat and Refused Transport rate.

- | | |
|--|------------|
| 1. Emergency Ambulance Response Base Rate | \$2,565.00 |
| 2. Mileage Rate (for each mile traveled with a loaded patient) | \$62.00 |
| 3. Oxygen Administration Charge | \$215.00 |
| 4. Treat and Refused Transport | \$550.00 |



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard, III, Chief, Contra Costa Fire Protection District
 Date: April 27, 2021

Subject: Fire Chief's Report - April 27, 2021

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: **04/27/2021** ☐ 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: April 27, 2021

Contact: Lewis T. Broschard III, Fire
 Chief (925) 941-3300

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Fire Chief's Report - April 2021



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

April 27, 2021

TO: Board of Directors

FROM: Lewis T. Broschard III, Fire Chief

RE: Fire Chief's Report

- COVID-19 Update. As County infection and vaccination numbers continue to improve, we are continuing to emphasize the need for protective measures among our employees. At the same time, we have begun to review a number of interim policies and procedures with an eye toward adjusting or rescinding them at appropriate points along the path to a return to normalcy.

As the fire Operational Area Coordinator for Contra Costa County, the District's efforts to support County Health's request for fire-hosted vaccination clinics is expected to continue through May. These clinics are being supported by our firefighters, as well as those from all other fire agencies, the Office of the Sheriff, Brentwood PD, Los Medanos Community College Police, CERT teams, County Medical Reserve Corps, and other agencies. These clinics will conclude as fire season begins to ramp up.

- Fire District Annexation Study Update. Phase II of this study continues to move ahead with no roadblocks identified by the consulting team as of mid-April. With this in mind, and anticipating the likelihood of being able to move forward, we have begun to engage in certain planning efforts necessary to appropriately prepare for a potential annexation.
- Operations/Fire Weather Update. With continued dry and warm weather, it looks as though heightened fire danger will be upon us earlier than in prior years. In mid-April, hillsides are already changing from green to brown, a sign of things to come. There are several things new for the 2021 fire weather months, including:
 - Weed Abatement Deadline – Fire Prevention has established the weed abatement deadline for East County as May 16 based on current fuel moisture content and dry conditions. Dates for Central County and West County are expected to be determined by the end of the month.
 - Firewise USA Program – Now available to neighborhoods District-wide, this national program helps neighbors work together with their local fire jurisdiction to protect their communities from wildfire danger. Across our District, numerous communities face heightened wildfire danger due to terrain, vegetation, and local evacuation route conditions. Firewise USA is a perfect complement to our many

safety initiatives and a powerful tool for better protecting at-risk communities. It is administered by the Community Risk Reduction Unit of the Fire Prevention Bureau.

- Crew 12 Update – Our hand crew program begins May 1 with two weeks of training. This year, we are fielding two complete crews for a total of 24 personnel. After the two weeks of training, we will have seven-day-a-week staffing. Crews will be available for spring/summer abatement projects and fire weather suppression support assignments.
- Con Air Program – Hoist training began at the base at Buchanan Field in early April with two of our members becoming certified. We are moving ahead with rescue training to support upcoming hoist capability.
- Training Division Update. April was a busy month for the Training Division with multiple courses completed and more planned for future months as we move into fire weather. Here are some highlights:
 - Rapid Intervention Crew (RIC) training was completed for all companies in March. Highly realistic training was conducted in a vacant K-Mart building in Pinole and using another building at the former Concord Naval Weapons Station. Training focused on the roll out of our updated Mayday checklist, RIC pack familiarization, mayday communications, and command communication and tactics.
 - Self-Contained Breathing Apparatus (SCBA) orientations were also conducted in March for all Fire Prevention Bureau investigators. Nearly 20 personnel completed this training and received personal SCBA masks and related gear.
 - In early April, the division hosted classes, part of the State Registered Instructor series, to build our bench of instructors in support of our Accredited Local Academy (ALA) status. Twelve personnel completed level one instructor training and another 20 completed ethics training. Additional instructor classes are projected to be hosted in late summer and early fall.
 - Our seasonal live fire training will occur in June with chief officers, engine companies, Crew 12, heavy equipment operators, and dispatchers rotating through multiple training sessions.
- Assembly Bill 389. This bill proposing legislation to memorialize sub-contracting of ambulance transport services was the subject of committee hearings in Sacramento the second week of April. In this hearing, the proposal passed unanimously and will move to the assembly floor for a vote in the coming weeks. The California Professional Firefighters Association and California Fire Chiefs Association are in support of the legislation, and Con Fire testified on the matter before the committee.

- Antioch Drive-By Shooting Incident Update. The case continues to move through the legal system with the accused shooter having entered a not guilty plea on March 16. The AMR paramedic injured in the shooting has recovered and returned to work, and our firefighter-paramedic should be back to work by the end of the month. We are in discussions with the City Manager regarding the safety of our members during certain responses.
- Apparatus Update. We have various wildland apparatus in production with manufacturers. While the orders were placed in the fall or winter, production has been slowed by supply chain delays related to COVID. This will cause delivery dates to be pushed into the fall and, potentially, winter of 2021.
- Facilities Update. In mid-April, we conducted a groundbreaking ceremony for Fire Station 86 in Bay Point and a ribbon-cutting ceremony for Fire Station 70 in San Pablo. Construction has already begun in Bay Point with site preparation well underway as of mid-April. Construction on this much-needed station that will replace the current facility built in 1949 is expected to conclude in December 2022. As of this writing, FS 70 is expected to be operational on April 21.
- Communications Update. A new mass notification system (Everbridge) implementation continues in an effort to dramatically improve the effectiveness of this critical staff communication tool. The goal is to replace the current and aging PageGate application with this modern and more effective system.

The communication center remodel project is moving ahead with the first organizational meeting for the project having occurred in early April. The plan calls for the re-use of the former administration building on Geary Road for this project.

We are upgrading our building access card program to provide these cards to all employees. This will both improve security to our facilities and improve our ability to perform contact tracing for COVID exposures.

We celebrated National Public Safety Telecommunicators Week by honoring our dedicated, professional, and accredited cadre of fire dispatchers with a number of activities. The most popular activity was the daily catered meals provided by leadership, our partner agencies, and local vendors.

- Recruitments and Retirements Update. The District engaged in several recruitment activities this month to fill current and anticipated vacancies. Captain Whit MacDonald was promoted to Battalion Chief effective May 1 and replaces Battalion Chief Jim Huntze who retired at the end of March with 33 years of service. Fire Captain Elia Alailima also retired in March after 33 years of service. Interviews for Firefighter Recruits and Firefighter-Paramedic Recruits were conducted mid-month for our October fire academy.

PHOTOS – Training Activities



Con Fire Dozer 220 training at Camp Pendleton with eight other agencies from Sacramento to San Bernardino County.



Con Fire hazardous materials team at the recent SENTINEL Response drill at the former Concord Naval Weapons Station. Our team worked alongside Alameda County Fire, Berkeley Fire, and Oakland Fire Department hazardous materials teams in simulated responses to complex hazardous materials and rescue problems.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: April 27, 2021

Subject: Update on Fire Station Construction Projects - April 27, 2021

RECOMMENDATION(S):

ACCEPT a report from the Fire Chief providing a status summary for Contra Costa County Fire Protection District fire station construction projects.

FISCAL IMPACT:

Status report only. 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 District fire station construction projects.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

Contact: Aaron McAlister, Deputy Fire
 Chief (925) 941-3300 x1101

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: April 27, 2021

Monica Nino, County Administrator and Clerk of the Board of
 Supervisors

By: , Deputy

cc:

ATTACHMENTS

Construction Projects Update - April
2021



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

April 27, 2021

TO: Board of Directors

FROM: Lewis T. Broschard III, Fire Chief

RE: Update on Fire Station Construction Projects

- **Fire Station 9 – Pacheco**

The District has worked with airport staff to communicate with the FAA about our options. The preferred site is viable, and the FAA process could take one year. However, we do not forecast significant hurdles in the FAA approval process. Although we are proceeding with the design and development process for the preferred site, we will have to modify and update some of the CEQA related documents as we move forward.

- **Fire Station 86 – Bay Point**

The groundbreaking ceremony was held on April 9, 2021. Construction is underway. The general contractor is currently installing underground draining preparing for grading of the pad. The anticipated completion date is December 2022.



- **Fire Station 70 – San Pablo**

Construction is complete and crews are expected to occupy the building and begin responding to emergencies from the new facility on April 21, 2021. The ribbon cutting event was held on April 13, 2021. This is the last update for this facility.





**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: April 27, 2021

Subject: Amendment No. 2 to Consulting Services Agreement for Architectural Services for the New Fire Station 70 located in San Pablo (WH704A)

RECOMMENDATION(S):

APPROVE AND AUTHORIZE the Fire Chief, or designee, to execute Amendment No. 2 to Consulting Services Agreement with RRM Design Group, effective April 27, 2021, to increase the pay limit by \$20,000 to a new pay limit of \$577,000, to continue providing architectural services for the new Fire Station No. 70 project at 1800 23rd Street in San Pablo.

FISCAL IMPACT:

The new Fire Station 70 construction project is being funded with \$10 million from Contra Costa County Fire Protection District reserves and a \$4.5 million contribution from the City of San Pablo.

BACKGROUND:

In late 2015, the Contra Costa County Fire Protection District (District) initiated the process for the design of a replacement facility for Fire Station 70 (FS 70) in San Pablo, now located at 1800 23rd Street, San Pablo. On March 12, 2019, construction of the station was awarded to Alten Construction.

On April 16, 2019, the Board of Supervisors approved the Consulting Services Agreement with RRM Design Group to manage the construction administration phase of the new Fire Station No. 70.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☐ 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: April 27, 2021

Contact: Aaron McAlister, Deputy Chief,
 (925) 941-3300 x1101

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

On July 14, 2020, the Board of Supervisors approved Amendment No. 1 for the new FS 70.

This Consulting Services Agreement is administered by the County Public Works Department on behalf of the District.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, architectural services performed by RRM Design Group will not be completed and the quality of delivery of the project will be negatively impacted.

ATTACHMENTS



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
Date: April 27, 2021

Subject: Contract Amendment for Ambulance Program Oversight

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with AP Triton, LLC, effective April 27, 2021, to increase the payment limit from \$216,000 to \$432,000, and to extend the term from April 30, 2021, to April 30, 2024.

FISCAL IMPACT:

\$216,000 for three years. 100% EMS Transport Fund

BACKGROUND:

The Contra Costa County Fire Protection District (District) became the exclusive operator for emergency ambulance service in Emergency Response Areas 1, 2, and 5 within Contra Costa County as of January 1, 2016. The contractor, AP Triton, LLC, has experience in establishing and managing a fire-based emergency ambulance program, including resource deployment, recovery of federal reimbursement funds, monitoring legislative activity and industry trends, and other related services. The District has contracted with AP Triton, LLC for ambulance program oversight since November 1, 2015. This contract amendment will allow the District to continue to use AP Triton's services for another three years.

CONSEQUENCE OF NEGATIVE ACTION:

The District's will be without the contractor's oversight and monitoring of the District's fire-based emergency ambulance service program.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☐ 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: April 27, 2021

Contact: Lewis Broschard, Fire Chief,
925-941-3300

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Approximately 10% of emergency medical service responses involve children under the age of 15.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: April 27, 2021

Subject: Fire Apparatus Acquisition and Lease-Purchase Program

RECOMMENDATION(S):

1. APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a purchase contract with Golden State Fire Apparatus for the manufacture and sale of four (4) Type I Pierce fire engines in an amount not to exceed \$3,331,866 including indemnity by the Contra Costa County Fire Protection District.
2. APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a new lease schedule to the Master Lease Agreement with PNC Equipment Finance, LLC for an amount not to exceed \$3,331,866, including finance charges, with annual payments not to exceed \$400,000 and a term not to exceed ten (10) years for the lease-purchase of the Pierce fire engines.
3. APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a three-party agreement among PNC Equipment Finance, LLC; Pierce Manufacturing, Inc.; and the Contra Costa County Fire Protection District regarding delivery of the Pierce engines and initiation of the lease.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☐ 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: April 27, 2021

Contact: Assistant Fire Chief Michael
 Quesada, (925) 941-3300

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

FISCAL IMPACT:

The proposed order of four (4) fire apparatus is valued at approximately \$3,331,866 including sales tax and all associated charges. The purchase price for the four (4) fire apparatus will be paid by PNC Equipment Finance, LLC under the Master Lease Agreement.

The first payment in this lease schedule will be due in August 2021 and is budgeted for in the Contra Costa County Fire Protection District's FY 2020-2021 Recommended Budget. The annual payment amount is currently estimated at \$387,000, and the lease schedule term is ten (10) years. The total cost of financing will not exceed \$550,000. The annual interest rate is 2.81%.

BACKGROUND:

On December 9, 2014, the Board approved and authorized the Fire Chief to enter into a Master Lease Agreement with PNC Equipment Finance, LLC ("PNC"); and on December 23, 2014, the Contra Costa County Fire Protection District (District) entered into the Master Lease Agreement (the MLA) with PNC. The MLA has been used multiple times to finance the purchase of engines and ladder trucks from Pierce Manufacturing.

While the District has made significant capital purchases of fire apparatus in recent years, the need exists to continue replacement of front line engines and trucks. As the District has re-opened closed stations and projects to re-open additional stations, the demand for an expanded Type I engine fleet has increased. The District has a fleet of forty (40) Type I engines. Those engines are distributed as twenty-six (26) frontline engines for primary response, two (2) cross-staffed engines at fire stations staffed with aerial apparatus, and fourteen (14) reserve and training engines.

The National Fire Protection Association (NFPA) Standard 1901 (Standard for Automotive Fire Apparatus) and 1911 (Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus) both recommend frontline apparatus be retired into a reserve status after 15 years of service. This is primarily for safety reasons. Older apparatus does not afford firefighters the same level of safety as modern apparatus due to cab designs and inherent safety features incorporated into modern fire apparatus design such as airbags, modern braking systems, and other considerations. The standards further recommend that all reserve apparatus be removed from service after no more than 25 years of total service. The Standards comment on high use, mileage, and other factors as additional determinants to retire frontline apparatus sooner than 15 years.

Within the District, the high use and mileage of frontline apparatus suggest retirement sooner than 15 years.

The acquisition of the apparatus in this order will accomplish several objectives. The new apparatus will have a direct and immediate impact on the District's ability to provide increased reliability for emergency response, as compared to our existing fleet, with reduced out-of-service time for maintenance and repairs. The new apparatus will have a direct and immediate impact on reducing maintenance costs now and into the future due to the age of the apparatus and the quality of apparatus being acquired. The new apparatus will enable the District to comply with the recommendations of NFPA 1901 and 1911, increasing firefighter safety and fleet reliability.

This additional investment in capital, on an annual basis, over the next ten years will enable the District to take another significant step forward in meeting one of the recommendations of the Fitch study, which identified the need to invest at least 4% of the annual budget into facilities and equipment. The need for safe, reliable, and modern fire apparatus is paramount to fulfilling the mission of the District.

The funds needed for this lease-purchase schedule have been considered in future year budget planning. The annual payments represent less than half of one percent of the District's annual General Fund budget. The lease-purchase agreement allows the District to acquire a moderate order of apparatus with payments spread out over 10 years. The District has used this type of financing arrangement in the past for large orders of apparatus.

The District relies on a diverse fleet of engine, truck, quint, squad, and rescue vehicles to fulfill the mission of providing safe, reliable, and efficient emergency services.

If approved, new fire apparatus will begin arriving in or around July 2022 and will be in service shortly after delivery to stations throughout the District. Older apparatus will be removed from service or placed in reserve status. The integration of new apparatus into the fleet and the subsequent removal of older apparatus from frontline service will have a positive impact on reducing maintenance and repair costs, which will assist in offsetting a portion of the annual lease-purchase payments.

Under the three party agreement, if Pierce does not deliver an engine to Golden State Fire Apparatus (GSFA) within the time set forth in the purchase contract between GSFA and the District, Pierce will make certain payments under the lease.

Under the purchase contract, the District shall indemnify GSFA for losses arising out of the District's use of the engines after delivery.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not acquire the new fire apparatus at this time. The current age and condition of the fleet will deteriorate and negatively impact the District's ability to provide safe, reliable, and effective emergency response. Maintenance costs and out-of-service times will increase due to mechanical breakdowns.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: April 27, 2021

Subject: License Agreement with the U.S. Department of the Navy for Use of the Naval Weapons Station in Concord

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a license agreement with the United States of America, Department of the Navy, to use an approximately 80-acre portion of the former Concord Naval Weapon Station ("Premises") for public safety training purposes during the period April 16, 2021 through April 17, 2022.

FISCAL IMPACT:

No fiscal impact associated with approving this item.

BACKGROUND:

The United States of America, Department of the Navy (Navy), owns the Marine Ocean Terminal Concord (MOTCO) administrative area on the former Concord Naval Weapons Station. The Contra Costa County Fire Protection District (District) and other agencies have used an approximately 80-acre area ("Premises") of the MOTCO administration area for public safety training purposes. District personnel have trained at this site for several years. In 2017 the District was awarded a Federal Emergency Management Agency (FEMA) Grant to acquire and install a live burn prop at the MOTCO site. This training prop provides valuable training to recruit academies as well as ongoing live fire training that is otherwise not available. The license agreement requires the District to indemnify and hold the Navy harmless for the District's activities under the license. Risk Management has reviewed the indemnity and insurance requirements and has confirmed that the requirements are acceptable. For these reasons, District staff recommend that the Board approve the execution of the license agreement with the United States.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☐ 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: April 27, 2021

Contact: Aaron McAlister, Deputy
 Chief (925) 383-5003

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

The District will not be able to enter into an agreement with the Navy for use of the former Concord Naval Weapon Station's MOTCO facilities for public safety training.

ATTACHMENTS

License Agreement Draft

Attachment A_Asbestos Fact Sheet

LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.			ALL CORRESPONDENCE MUST REFERENCE: 1a. WORK ORDER NO: N/A 1b. FILE NO: N/A 1c. LICENSE (CONTRACT) NO: N4769221RP21P15		
2. PROPERTY LOCATION <i>(Installation Name and Address)</i> Former Concord Naval Weapons Station			3. DATES COVERED FROM: 16 April 2021 THROUGH: 17 April 2022 Provided Licensee has delivered the required insurance certificates to the Licensor.		
4. DESCRIPTION OF PREMISES <i>(Room and building numbers where appropriate)</i> The Licensed Premises, as shown on Exhibit "A," attached hereto and made a part hereof.					
5. PURPOSE AND USE AUTHORIZED <i>(Specific use, times and recurring/part-time basis, and land use controls)</i> To authorize the Licensee and its Sub-licensees use of the streets, buildings and structures within the Administration Area to conduct public safety training.					
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY LOCAL REPRESENTATIVE <i>(Name, Title, Address, Telephone, Email)</i> BRAC Program Management Office West 33000 Nixie Way, Bldg 50 Attn: Cecily Vetrano San Diego, CA 92147 Email: cecily.vetrano@navy.mil / (619) 524-5927			
7. LICENSEE <i>(Name, Address, Telephone Email)</i> Contra Costa County Fire Protection District 40 Muir Drive, 2 nd Floor Martinez, CA 94553			7a. LOCAL REPRESENTATIVE OF LICENSEE <i>(Name, Title, Address, Telephone, Email)</i> Jessica L. Dillingham - Principal Real Property Agent jessica.dillingham@pw.cccounty.us / (925) 957-2453		
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE					
a. AMOUNT <i>(Each payment)</i> NONE	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. SEND PAYMENT TO: <i>(Name and Mailing Address)</i>		
9. EXHIBITS: The following are attached and incorporated into this License - A. MAP OF LICENSED PREMISES C. SPECIAL PROVISIONS E. PROHIBITED ACCESS AREA B. GENERAL PROVISIONS D. BURN SIMULATOR LOCATION & INFORMATION					
10. EXECUTION OF LICENSE					
FOR THE SECRETARY OF THE NAVY	NAME: AMY JO HILL Real Estate Contracting Officer		SIGNATURE:		DATE:
	NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT: Amy Jo Hill, BRAC, 33000 Nixie Way, Bldg 50, San Diego, CA 92147, amy.hill@navy.mil				
LICENSEE I represent that I am authorized to bind Licensee	NAME: JESSICA DILLINGHAM		SIGNATURE:		DATE:

Exhibit A
N4769221RP21P15



 - Licensed Premises

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. USE OF AND ACCESS BY LICENSEE. The Licenser grants to the Licensee the right to use the premises or facilities described in block 4 and **Exhibit "A"** ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. ~~The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.~~

2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licenser or its authorized representative.

3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.

4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee. This license does not grant exclusive use or control of the licensed premises and grants no interest in the real property of the Licenser.

5. UTILITIES AND SERVICES. If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licenser for the cost as determined by the Licenser in accordance with applicable statutes and regulations.

Reimbursement for Utilities and Services			
Amount (Each Payment)	Frequency Payments Due	First Due Date	To (Mailing Address)
N/A	N/A	N/A	N/A
Utilities / Services Furnished Are:			
<input type="checkbox"/> Electricity	<input type="checkbox"/> Gas/Oil	<input type="checkbox"/> None	<input type="checkbox"/> HVAC/ Steam Heat
<input type="checkbox"/> Telephone	<input type="checkbox"/> Internet	<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Garbage/Refuse/Recycling
		<input type="checkbox"/> Other:	

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.

7. IMPROVEMENTS AND RESTORATION. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licenser. Upon revocation or surrender of this License, to the extent directed by the Licenser, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

8. INDEMNIFICATION.

- The Licensee releases the Licenser and its employees from liability for death or injury to persons at the Premises.
- The Licensee, to the extent allowed by law, agrees to release and hold the Licenser and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licenser.
- The Licensee shall indemnify and save harmless the Licenser, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

d. The Licensee agrees that the Licensor, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

9. **INSURANCE.** The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter "None" as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)	\$2,000,000	Worker's Compensation	
Bodily Injury (Single Limit)	\$3,000,000		
Property Damage	\$2,000,000		
Fire/Legal Liability	\$2,000,000		
Deductible	N/A		

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to "Treasurer of the United States".
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensor.

10. **DAMAGE TO THE PREMISES.**

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans including but not limited to Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

~~17. ENVIRONMENTAL CONDITION OF PREMISES. **Exhibit "C"**, Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor. Licensee is hereby made aware of the notifications contained in **Exhibit "C"** and shall comply with all restrictions set forth therein.~~

~~18. JOINT INSPECTION AND INVENTORY REPORT (NON ENVIRONMENTAL). A Joint Inspection and Inventory Report (JIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as **Exhibit "D"**. The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.~~

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the premises ~~and updating the Environmental Condition of Property.~~

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

a. This license is not subject to the requirements of this section; or,

~~b. This license is subject to the requirements of this section and said requirements have been met.~~

22. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:

Provisions 1, 17, 18, 19 and 21b have been deleted and or modified.

Exhibit “C”
Special Provisions

- a. Licensee understands they have non-exclusive use of the Licensed Premises and must coordinate usage with all other licensed entities. Licensee shall maintain and communicate a monthly training schedule to the Contra Costa County Sheriff POC below. This schedule shall indicate the type of training involved and estimate number of personnel that will attend the training event. The Contra Costa County Sheriff, as the primary lead for training coordination, is the first entity to seek to de-conflict training events. Licensee understands that the Licenser sees the monthly schedule provided by the Sheriff's Office as the agreed upon schedule between the Fire District, Sheriff Office and the City of Concord.

Navy Notification POCs:

Cecily Vetrano – (619) 524-5927, Cecily.vetrano@navy.mil
CSO - Glen Nelson– (415) 743-4703, (510) 224-0566, glen.nelson@navy.mil

MOTCO Notification POC:

Glen Nelson– (415) 743-4703, (510) 224-0566, glen.nelson@navy.mil

City of Concord Notification POC:

Israel Mora - (510) 603-1804, Israel.Mora@cityofconcord.org

Contra Costa County Sheriff POC:

Megan Benveniste - (925) 646-4461, Mbenv001@so.cccounty.us

- b. No overnight occupancy is permitted.
- c. Licensee shall ensure that the Licensed Premises will be clean of debris and trash at the end of the use of the Licensed Premises, to the satisfaction of the Government, and will keep the Licensed Premises clean and orderly on a daily basis.
Non-compliance with this provision may be the basis for License termination or revocation of future request.
- d. No fueling will be authorized within the Licensed Premises.
- e. Sublicensing is authorized. See Special Provision "y" for Sublicensing requirements.
- f. Licensee will not block the Licenser, its contractors or other Licensees from the Licensed Premises.
- g. Unless specifically authorized in Section 5 of Page 1 of the License, all vehicles traversing the property will remain on paved roads on the Licensed Premises.
- h. Government shall have no responsibility for the protection and safeguarding of any personal vehicles or any other personal property brought onto Concord Naval Weapons Station, in connection with this License.

- i. Signage, other than directional signs, is prohibited. Directional signs must be freestanding or located on existing poles and must be removed after the conclusion of the License term.
- j. Licensee may not conduct operations that would interfere or otherwise restrict environmental cleanup or restoration actions by the Government, the US EPA, State environmental regulators, or their contractors. In the event of any conflict, environmental cleanup, restoration, or testing activities by these parties shall take priority over Licensee's use of the Licensed Premises.
- k. Government's rights under this License specifically include the right for Government officials to inspect, upon reasonable notice, the Licensed Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections shall not interfere with Licensee's activities unless immediate entry is required for safety or security reasons or in the event of an emergency. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Licensee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.
- l. Licensee shall not use groundwater and shall not disturb or cause to be disturbed Government groundwater monitoring wells and equipment. Licensee shall not conduct any subsurface excavation, digging, drilling, or other disturbance of the surface at the Licensed Premises.
- m. Access to Installation Restoration Program sites, Military Munitions Response Program sites, wetlands, archeological sites, areas with archeological potential, areas that support Federally listed endangered/threatened species, areas utilized by other Federal or DoD entities, and areas utilized by other licensees, lessees, or other agreements are prohibited.
- n. In the event that archaeological materials (e.g., shell, wood, bone, or stone artifacts) or human remains are found or suspected during operations, the Licensee shall stop training in the area of the discovery, secure the site, and notify the Government as soon as practicable, but no longer than 24 hours after the discovery. The Licensee shall not proceed with training until the Government has the opportunity to evaluate the find, and the Government gives the Licensee direction to resume training.
- o. Licensee will at all times during the use of this License promptly observe and comply, at its sole cost and expense, with the provisions of all applicable Federal, State, and local laws, regulations, and standards concerning environmental quality and pollution control and abatement. Licensee covenants that it will not generate, use, or store hazardous substances or hazardous waste on the Licensed Premises. Licensee shall promptly notify the Government and supply copies of any notices, reports, correspondence, and submissions made by Licensee to any Federal, State, or local authority, or received by Licensee from said authority, concerning environmental

matters or hazardous substances or hazardous waste on, about, or pertaining to the Licensed Premises.

- p. No notice, order, direction, determination, requirement, consent or approval under this License shall be of any affect unless it is in writing and signed by the Parties to this License.
- q. Still photography or filming is prohibited unless otherwise requested in writing by the Licensee and permission is authorized in writing by the Government, and only with strict observation of any additional precaution or procedure the Government may specify.
- r. Licensee is responsible for ensuring that the buildings are properly secure upon leaving the Licensed Premises each day during the term of the License. Licensee shall be required to pay for the repair or replacement of any structural damage (e.g., windows, walls, doors, floors) to the Licensed Premises caused from the training or vandalism.
- s. No hazardous materials or explosives are authorized within the Licensed Premises. No chemicals, pyrotechnics, flame, heat, smoke, paint, etc., will be utilized by the Licensee. No smoking is permitted within the Licensed Premises. All training will be simulated and no chemical hardware devices will be utilized.
LIVE MUNITION TRAINING IS STRICTLY PROHIBITED.
- t. Notification is hereby given that the buildings authorized for use for training purposes at the former Concord Naval Weapons Station may contain asbestos. Your agency's Industrial Hygiene Specialist may coordinate access to verify the presence of friable asbestos. All posted signs stating limited or prohibited access due to asbestos must be followed. Information regarding asbestos is hereby attached as Attachment "A" to these Special Provisions (Fact Sheet July 2003; "What is Asbestos?" – 3 pages) and made part of this License agreement with the Department of the Navy. If you have any questions, please call the CSO (as cited in paragraph a. of these Special Provisions).
- u. The Licensed Premises are delivered to the Licensee "AS IS, WHERE IS", and, as such, the Government makes no warranty as to such facilities and property either as to their usability generally or as to their fitness for any particular purpose. At the termination of this License, Licensee shall turn over to the Government the Licensed Premises in the same, or as good a condition in which they were received, reasonable wear and tear excepted.
- v. Notice is hereby given that the Government is no longer maintaining the property at the level of an operational Navy base and safety hazards may be present. The Navy has not inspected the building and Licensee assumes any and all risk from its use.

- w. **LICENSEE ACKNOWLEDGES THAT LICENSEE AND ITS INVITEES ARE ENTERING THE LICENSED PREMISES AT THEIR OWN RISK AND LICENSEE EXPRESSLY INDEMNIFIES AND HOLDS THE LICENSOR HARMLESS FOR ANY DAMAGE OR HARM TO LICENSEE AND ITS INVITEES RESULTING FROM USE OF THE LICENSED PREMISES. LICENSEE ACKNOWLEDGES THAT IT HAS PROVIDED EACH INVITEE WITH A COMPLETE COPY OF THIS LICENSE AND HAS PERSONALLY ADVISED EACH INVITEE OF THE RISKS ASSOCIATED WITH USE OF THE LICENSED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE RISKS RELATED TO CONTACT WITH UNEXPLODED ORDNANCE. SHOULD THE LICENSEE ENCOUNTER ANY METALLIC OBJECTS, IT SHALL IMMEDIATELY CEASE ALL ACTIVITY AND CONTACT THE CSO POINT OF CONTACT.**
- x. Law enforcement agencies that use canine units during their training must pick up dog waste and dispose in a proper manner upon leaving the Licensed Premises.
- y. Licensee may sublicense to entities without Government approval on the basis that all License terms and conditions will be provided to Sublicensee. Licensee shall be responsible for retaining documentation (sublicense, permits, etc.) related to Sublicensee use. Sublicensees shall be provided a copy of the entire License, including Asbestos fact sheet (Attachment "A").
- z. Licensee acknowledges that planned training events may be cancelled at the request of the Licensor for reasons including but not limited to public events, access requests in support of the Navy environmental program, Navy response actions, etc.
- aa. Licensee accepts responsibility for the disposal and cleanup of any hazardous materials generated by the burn simulator and/or training. Licensee will ensure parcel is cleaned of all hazardous materials at time of transfer. If Licensee has any questions regarding what is authorized to be used onsite, please contact CSO and Navy Representative prior to activity.
- bb. **Fire Training Equipment (Hazardous Substance Exclusion)** Licensee shall be authorized to use its personal equipment (fire box training simulator) on the Licensed Premises on the basis that Licensee shall have obtained any and all necessary approvals to comply with local, state, and federal air emission regulations. Licensee shall retain a copy of all BAAQMD approvals granted in connection with its use of the premises. Licensee shall provide copies to the Licensor upon request. Licensee is prohibited from using per-and polyfluoroalkyl substances (PFAS) containing materials such as aqueous film-forming foam (AFFF).
- cc. In order to alleviate public concerns of an actual fire, Licensee shall operate equipment away from City of Concord Golf Course and as far away from Highway 4 as possible.
- dd. In order to assist the City of Concord in handling concerned resident phone calls, **LICENSEE SHALL PROVIDE NO LESS THAN 48 HOUR NOTICE TO THE CITY OF CONCORD POC WHEN LICENSEE INTENDS TO USE FIRE TRAINING EQUIPMENT.**

- ee. Licensee is authorized to operate a burn simulator within the Licensed Premises as shown in Exhibit "D". The burn simulator is a series of sea containers attached together on the proposed asphalt parking lot area by the locomotive shop, as shown in Exhibit "D". The Licensee shall comply with all local, state and federal laws and regulations for the operation of the new and existing burn simulators.
- ff. Licensee acknowledges that one building (IA-7) within the Licensed Premises has been Licensed to the City of Concord for use by its sublicensee for storage of vehicles and is hereby excluded from this License and is not a component of the Licensed Premises. Licensee shall not conduct training activities directly adjacent to IA-7 and shall not block or hinder the City of Concord (and its assigns) from entering IA-7.
- gg. Licensee is prohibited from accessing government owned remediation equipment stored in an enclosure adjacent to building IA-12 as shown in Exhibit "E."
- hh. Licensee prohibited from vehicle use within the area, depicted in Exhibit "E" due to remediation equipment (SVE) in the ground.
- ii. The failure of Licensor to enforce any provision of this License shall not be construed as waiver of that or any other provision herein.
- jj. Licensee shall have the right to self-insure. In the event that Licensee does self-insure, Licensee shall provide written evidence of such self-insurance to Licensor, and shall include the Licensor as additional insured under such self-insurance coverage as described in General Provision 9. If Licensee does not self-insure, then, during the entire term of this Agreement, Licensee shall provide and maintain, in full force and effect at all times, insurance policies meeting the requirements described in General Provision 9, unless otherwise expressed in writing by the Licensor.
- kk. In the event of conflict with the General Provisions of the License, the Special shall prevail and override the General Provisions.

LICENSEE ACKNOWLEDGMENT:

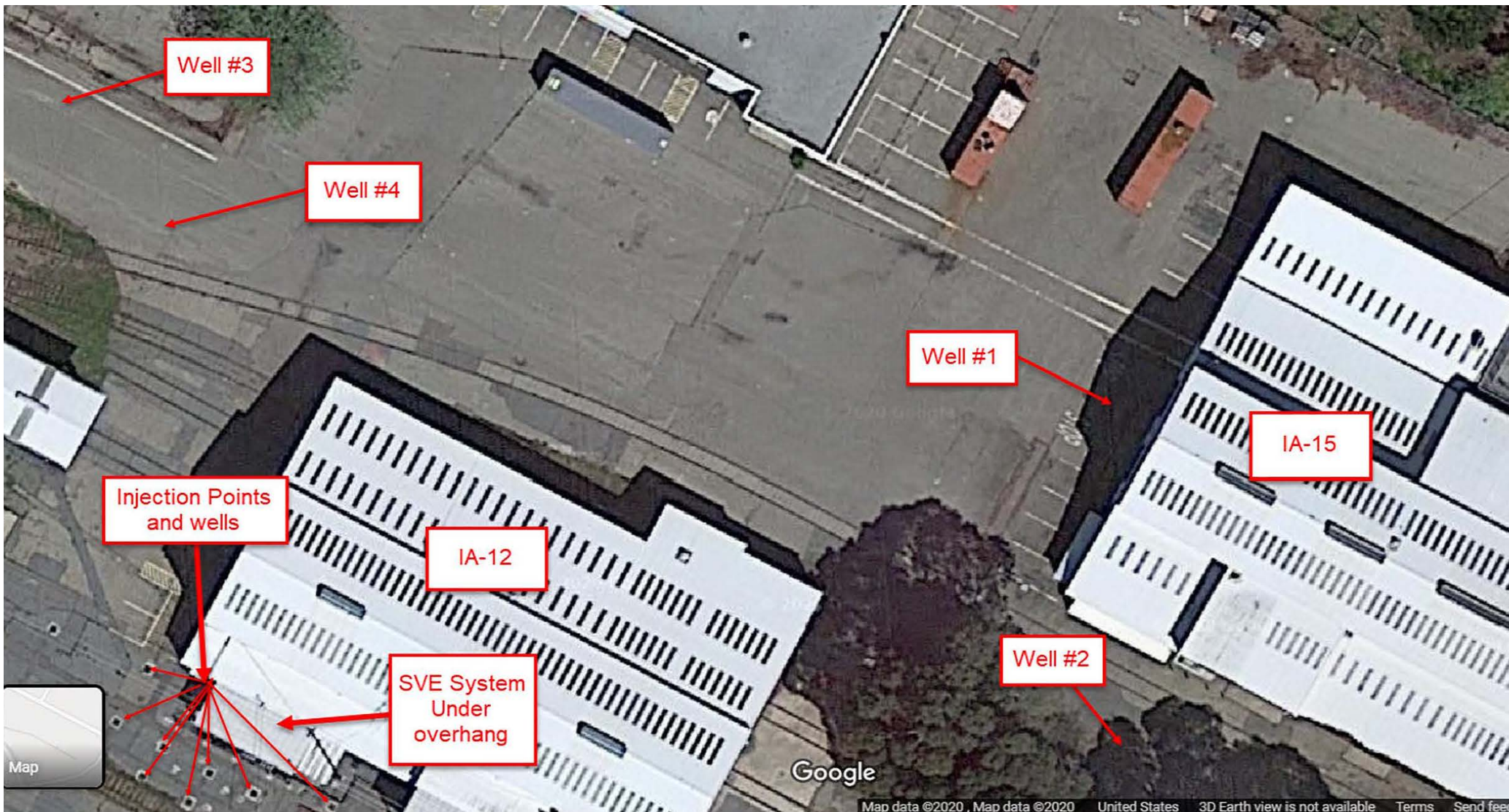
Licensee

Date

Exhibit "D"
Burn Simulator
N476921RP21P15



Exhibit "E"
Building IA-12 - Prohibited Access Area
N4769221RP21P15



What is Asbestos?



Regulatory Assistance Officers Fact Sheet

DTSC is one of six Boards and Departments within the California Environmental Protection Agency. The Department's mission is to restore, protect and enhance the environment, to ensure public health, environmental quality and economic vitality, by regulating hazardous waste, conducting and overseeing cleanups, and developing and promoting pollution prevention.

State of California



California
Environmental
Protection Agency



Asbestos is a common name for a group of naturally occurring fibrous silicate minerals that are made up of thin but strong durable fibers. These fibers generally vary in size and physical shape. Because of its physical properties, asbestos has been used extensively in construction and many other industries. For example, asbestos is commonly found in a variety of man-made products including insulation, ceiling and floor tiles, roof shingles, cement, automotive brakes and clutches.

What Happens to Asbestos When it Enters the Environment?

Because asbestos is a mineral, asbestos fibers are relatively stable in the environment. Asbestos fibers do not evaporate into air. Asbestos containing material that can be crushed into a powder is termed "friable asbestos." When asbestos containing materials become friable, there is chance that asbestos fibers can become suspended in air. It is under these conditions that airborne asbestos fibers represent the most significant risk to human health.

Asbestos particles do not migrate through soil. Asbestos fibers do not dissolve in water, but under certain conditions, could become water borne and accumulate in steam beds and sediment.

Why is Asbestos of Concern?

Asbestos is a potential health concern because long term, chronic inhalation exposure to high levels of asbestos can cause lung diseases such as asbestosis, mesothelioma, and/or lung cancer.

Asbestosis is a scarring of the lungs due to lodging of asbestos particles in the small air pathways of the lungs. Blood flow to the lungs may also be decreased and this may cause enlargement of the heart.

Asbestos exposure may also increase chances of getting two other types of lung disease: cancer of the lung tissue itself and mesothelioma, a rare and deadly form of lung cancer that occurs in the lining of the chest and abdomen.

It is important to note that information on health effects related to asbestos exposure most commonly come from studies of people who have had long term exposures to relatively high levels of asbestos in the workplace.

How High is the Risk of Developing an Asbestos Related Disease?

The presence of asbestos or asbestos containing material does not always lead to an exposure. You can be exposed to a substance only when you come in contact with it through inhalation, skin contact eating or drinking it.

You are most likely to be exposed to asbestos by inhaling asbestos fibers which have become suspended in air. These fibers are typically generated through wearing down of naturally occurring asbestos and/or man-made materials containing asbestos.

Very low levels of asbestos are not likely to be harmful to your health, and low levels can be detected in almost any air sample. These are generally called “background” levels.

Even if you are exposed to a substance such as asbestos, many factors will determine whether harmful health impacts will occur, the type of health impact and/or the severity of any such impacts. These factors include the dose (how much), the duration of exposure (how long), the route or pathway by which you may have been exposed (breathing, eating, drinking and/or skin contact), other chemicals to which you might have been exposed, and individual characteristics such as general health, age, gender, nutritional status, family health factors, lifestyle, etc. The likelihood of you as an individual developing an asbestos-related disease depends on the amount of asbestos to which you might be exposed, the number of times that exposure occurs and the length of time that you are exposed.

Asbestos-related illnesses are most typically found in the cases of long term exposure to asbestos in the workplace.

How is the Risk of Developing an Asbestos-Related Illness Measured?

Scientists have developed a method known as the “acceptable risk” model for describing the risks associated with environmental contaminants such as asbestos.

The scientific community has decided that society will consider anything less than a one chance in a million of getting cancer from asbestos or other contaminants as an “acceptable risk”.

Stated another way, as soon as the “one in a million” risk level is exceeded, measures must be taken to reduce such risks back to below the one in a million risk level. In practice, scientists perform a series of calculations to determine what measures are necessary to reduce asbestos concentrations in order to assure that the one in a million “acceptable risk” level is not exceeded.

Regulating Asbestos

For a more detailed discussion of asbestos management requirements, see the companion fact sheet “Managing Asbestos Waste.” Asbestos that may be crumbled by hand pressure is termed “friable” asbestos. “Friable” asbestos is considered hazardous because asbestos fibers may be easily released into the air.

Generally, during construction and/or asbestos abatement activities, the determination as to whether or not a sample of asbestos containing material is “friable” is generally made in the field by a certified expert.

Several different Federal, state and local agencies regulate asbestos. Generally, worker exposure is regulated by the Federal Occupational Safety and Health Administration and its California State counterpart Cal/OSHA.

Atmospheric emissions of asbestos are regulated under the Federal National Emission Standard for Hazardous Air Pollutants, which is enforced locally by your local Air Pollution Control District.

On the waste disposal side, jurisdiction over asbestos containing wastes is more complex. A key factor governing regulation of asbestos waste disposal is whether or not the asbestos is in a “friable” form (i.e. can be reduced to a powder or dust under hand pressure when dry).

Wastes that contain only non-friable asbestos are not subject to management as a hazardous waste under state hazardous waste laws, regardless of their asbestos content; however, they are still regulated under air quality management regulations. Additional crushing, drilling, sawing or handling by other methods that release asbestos fibers can cause non-friable waste to become friable as well as trigger OSHA and Air District requirements.

The Department of Toxic Substances Control (DTSC) has classified friable, finely and powdered wastes containing more than one percent (1.0%) asbestos as a hazardous waste, and specifies special procedures for the handling and disposal of such wastes. These special procedures cover packaging, labeling and manifesting of such wastes. In addition, asbestos containing wastes totaling more than 50 pounds must be transported by a registered hazardous waste hauler to a permitted hazardous waste disposal facility.

USEFUL CONTACT INFORMATION

DTSC Regulatory Assistance Officers

For further information about asbestos waste management contact DTSC Regulatory Officers at (800) 728-6942, or contact them via the DTSC website <http://www.dtsc.ca.gov>, click on Contact Us and follow the “Regulatory Assistance Officers” link to the page listing each of the Regulatory Assistance Officers’ [email](#) addresses.

DTSC Regulatory Assistance Officers provide informal guidance only regarding management of hazardous waste for the convenience of the public. Such advice is not binding upon DTSC, nor does it have the force of law. If you would like a formal opinion on a matter by DTSC, please contact the responsible program office directly. You should also refer to the statutes and regulations, DTSC Policies and Procedures, and other formal documents.

If you believe that you have received incorrect information from a Regulatory Assistance Officers, please contact Carol Northrup, at (916) 445-3077.

Cal/EPA Customer Satisfaction Survey

We encourage you to complete a Cal/EPA Customer Satisfaction survey <http://www.calepa.ca.gov/ContactUs/> so that we may improve our Regulatory Assistance Officers.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
Date: April 27, 2021

Subject: Purchase Order with TriTech Software Systems for Computer Aided Dispatch (CAD) System

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with TriTech Software Systems, in an amount not to exceed \$242,000, for the continued annual maintenance of the Contra Costa County Fire Protection District's 911 Computer Aided Dispatch system for the period May 1, 2021, through April 30, 2022.

FISCAL IMPACT:

Budgeted; 100% CCCFPD EMS Transport Fund

BACKGROUND:

The Contra Costa Regional Fire Communications Center provides emergency medical, fire, and rescue dispatch services for the Contra Costa County Fire Protection District (District) and six other neighboring agencies within Contra Costa County using a 911 CAD system. The District's 911 CAD system provider is TriTech Software Systems. The District entered into a Software Support Agreement with TriTech Software Systems on February 3, 2004. This purchase order allows the District to make a payment to Tritech, in accordance with the Software Support Agreement, for the cost of software support, maintenance, and upgrades for the 911 CAD system for the period May 1, 2021, through April 30, 2022.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☒ 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: April 27, 2021

Contact: Ken Crawley, IS Manager
925-941-3300 x1310

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The District will not continue to receive support, maintenance, and upgrades for this mission critical system.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: April 27, 2021

Subject: Vaccination Clinic Personnel Payment to American Medical Response

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, on behalf of the Contra Costa County Fire Protection District, to make a payment to American Medical Response West in the amount of \$20,686 for paramedic staffing of COVID-19 vaccination clinics in February and March 2021.

FISCAL IMPACT:

Federal Emergency Management Agency (FEMA) will provide reimbursement for vaccination distribution and administration at a 100% cost share until Sept. 30, 2021.

BACKGROUND:

The State of California and Contra Costa County Health Services Department requested the fire service's support to significantly expand delivery capacity of the COVID-19 vaccine. The Contra Costa County Fire Protection District (District), along with all of the fire agencies within the County and American Medical Response West (AMR), operated vaccination clinics to distribute COVID-19 vaccines in the County. In December 2020 and January 2021, the vaccine was offered to first responders. Clinics serving the general public began in February 2021.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** ☐ 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: April 27, 2021

Contact: Terry Carey, Assistant Chief
 925-941-3300

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The District will pay AMR for the cost of their personnel used in the clinics. The District will then request reimbursement, through Contra Costa County, from FEMA. This request is for the cost of AMR staffing for February and March 2021.

ATTACHMENTS

Feb 2021 invoice

Mar 2021 invoice



INVOICE

PAYABLE TO:

American Medical Response West
2400 Bisso Lane
Concord, CA 94520

DATE:

March 9, 2021

AMR INVOICE #:

CCCFPD-VAXCLNC02-2021

REFERENCE:

February 2021 Vacc. Clinic Staff

BILL TO:

Contra Costa County Fire Protection District
4005 Port Chicago Highway, Suite 250
Concord, CA 94520
Attn.: Jackie Lorrekovich

DESCRIPTION	Date	HOURS	Rate	TOTAL
Paramedic Standby	2/2/2021	9.25	\$72.45	\$ 670.16
Paramedic Vaccinator	2/1/2021	20.00	\$72.45	\$ 1,449.00
Paramedic Vaccinator	2/2/2021	18.50	\$72.45	\$ 1,340.33
Paramedic Trainer	2/3/2021	8.00	\$72.45	\$ 579.60
Paramedic Trainer	2/5/2021	8.00	\$72.45	\$ 579.60
Paramedic Trainer	2/8/2021	7.50	\$72.45	\$ 543.38
Paramedic Trainer	2/9/2021	8.00	\$72.45	\$ 579.60
Paramedic Trainer	2/10/2021	8.00	\$72.45	\$ 579.60
Paramedic Trainer	2/24/2021	10.00	\$72.45	\$ 724.50
Paramedic Trainer	2/26/2021	10.00	\$72.45	\$ 724.50
EMT Vaccinator	2/8/2021	20.00	\$42.00	\$ 840.00
EMT Vaccinator	2/9/2021	20.00	\$42.00	\$ 840.00
EMT Vaccinator	2/13/2021	17.50	\$42.00	\$ 735.00
EMT Vaccinator	2/20/2021	20.00	\$42.00	\$ 840.00
EMT Vaccinator	2/23/2021	10.00	\$42.00	\$ 420.00
EMT Vaccinator	2/25/2021	20.00	\$42.00	\$ 840.00
Ambulance	N/A		\$40.50	\$ -
TOTAL				\$ 12,285.26

Chad Newland, Regional Director

3/9/2021

Date

For inquiries regarding this invoice:
Chad Newland (209) 548-8084
chad.newland@gmr.net



INVOICE

PAYABLE TO:

American Medical Response West
2400 Bisso Lane
Concord, CA 94520

DATE:

April 5, 2021

AMR INVOICE #:

CCCFPD-VAXCLNC03-2021

REFERENCE:

March 2021 Vacc. Clinic Staff

BILL TO:

Contra Costa County Fire Protection District
4005 Port Chicago Highway, Suite 250
Concord, CA 94520
Attn.: Jackie Lorrekovich

DESCRIPTION	Date	HOURS	Rate	TOTAL
EMT Vaccinator	3/2/2021	20.00	\$42.00	\$ 840.00
EMT Vaccinator	3/4/2021	20.00	\$42.00	\$ 840.00
EMT Vaccinator	3/9/2021	30.00	\$42.00	\$ 1,260.00
EMT Vaccinator	3/13/2021	20.00	\$42.00	\$ 840.00
EMT Vaccinator	3/16/2021	30.00	\$42.00	\$ 1,260.00
EMT Vaccinator	3/20/2021	20.00	\$42.00	\$ 840.00
EMT Vaccinator	3/23/2021	20.00	\$42.00	\$ 840.00
EMT Vaccinator	3/27/2021	40.00	\$42.00	\$ 1,680.00
TOTAL				\$ 8,400.00

Chad Newland, Regional Director

4/5/2021

Date

For inquiries regarding this invoice:
Chad Newland (209) 548-8084
chad.newland@gmr.net