

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

KAREN MITCHOFF, CHAIR
FEDERAL D. GLOVER, VICE CHAIR
JOHN GIOIA
CANDACE ANDERSEN
DIANE BURGIS

MONICA NINO, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 655-2075
LEWIS BROSCARD, FIRE CHIEF

As permitted by Government Code section 54953 (e), and in accordance with the County Public Health Officer's recommendations for virtual meetings and social distancing, Board members may participate in the meeting remotely. The Board meeting will be accessible in-person, via television, and via live-streaming to all members of the public. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov.

Persons who wish to address the board during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing **888-278-0254** followed by the access code **843298#**. A caller should indicate they wish to speak on an agenda item, by pushing "#2" on their phone. Access via Zoom is also available using the following link: <https://ccccounty-us.zoom.us/j/87344719204>. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. To provide contact information, please contact Clerk of the Board at clerkoftheboard@cob.cccounty.us or call 925-655-2000.

Meetings of the Board are closed-captioned in real time. Public comment generally will be limited to two minutes. The Board Chair may adjust the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day. Your patience is appreciated. A Spanish language interpreter is available to assist Spanish-speaking commenters.

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
October 11, 2022

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

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.5 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Director or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

DISCUSSION ITEMS

- D.1** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Lewis Broschard, Fire Chief)
- D.2** HEARING to consider adopting Resolution No. 2022/13, authorizing the submission of an application to the Contra Costa Local Agency Formation Commission to provide fire protection services to the City of Pinole pursuant to an agreement; consider approving and authorizing the Fire Chief, or designee, to execute a fire protection services agreement with the City of Pinole with an initial term of January 1, 2023 through June 30, 2028; consider approving and authorizing the Fire Chief, or designee, to execute two lease agreements with the City or Pinole for use of City Fire Station Nos. 73 and 74; and consider taking CEQA and other related actions. (Lewis T. Broschard III, Fire Chief)
- D.3** CONSIDER adopting revised policies and procedures for the billing and collection of Contra Costa County Fire Protection District emergency ambulance services fees and charges. (Lewis Broschard, Fire Chief)
- D.4** CONSIDER approving and authorizing the Fire Chief to execute the Advanced Life Support First Responder Contract with Contra Costa Emergency Medical Services Agency providing revenues to the Fire District in an amount not to exceed \$5,376,369 to provide pre-hospital emergency medical first responder services, for the period July 1, 2022 through June 30, 2025. (Lewis Broschard, Fire Chief)
- D.5** CONSIDER approving and authorizing the Fire Chief, or designee, to accept a FY 2021 Staffing for Adequate Fire and Emergency Response (SAFER) grant through the U.S. Department of Homeland Security, Federal Emergency Management Agency, in an amount not to exceed \$7,548,363 over a three-year period. (Lewis Broschard, Fire Chief)
- D.6** CONSIDER accepting a report from the Deputy Fire Chief providing a status summary for Contra Costa County Fire Protection District fire station construction projects. (Aaron J. McAlister, Deputy Fire Chief)

D. 7 CONSIDER Consent Items previously removed.

D. 8 PUBLIC COMMENT (2 Minutes/Speaker)

CONSENT ITEMS

- C.1** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with BSI America Professional Services Inc. for environmental, health, safety, and sustainability consulting support in an amount not to exceed \$200,000. (100% CCCFPD General Operating Fund)
- C.2** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with O3, Inc. in an amount not to exceed \$525,000, for information technology services for the term October 11, 2022 to June 30, 2025. (100% CCCFPD General Operating Fund)
- C.3** APPROVE and AUTHORIZE the Auditor-Controller to make a payment to Moraga-Orinda Fire District, in an amount not to exceed \$164,250, as reimbursement for the second year of the Zonehaven Agreement. (100% CCCFPD General Operating Fund)
- C.4** ADOPT Resolution No. 2022/357 to revise Section 9.12. Special Circumstance Overtime Compensation, paragraph c. of the Fire Management Benefits Resolution No. 2022/264 to clarify that the 40 hour straight time rate also applies when an Assistant Fire Chief-56-hour backfills for an absent Assistant Fire Chief- 56-hour.
- C.5** ADOPT Resolution No. 2022/356 approving the Side Letter between the District and IAFF, Local 1230 regarding the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant, as recommended by the County Administrator.

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 or to clerkoftheboard@cob.cccounty.us.

The District will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 655-2000.

The Board of Directors' agenda and meeting materials are available for inspection at least 96 hours prior to each meeting at the Office of the Clerk of the Board, 1025 Escobar Street, First floor, Martinez, California.

Subscribe to receive the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 655-2000 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

www.co.contra-costa.ca.us

ADVISORY COMMISSION

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, December 12, 2022, at 7:00 p.m. The Advisory Commission meets via zoom. Please check the Contra Costa County Fire Protection District website for most up-to-date information.

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

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

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

AB Assembly Bill

ABAG Association of Bay Area Governments

ACA Assembly Constitutional Amendment

ADA Americans with Disabilities Act of 1990

AFSCME American Federation of State County and Municipal Employees

ARRA American Recovery & Reinvestment Act of 2009

BAAQMD Bay Area Air Quality Management District

BART Bay Area Rapid Transit District

BayRICS Bay Area Regional Interoperable Communications System

BGO Better Government Ordinance

BOC Board of Commissioners

CALTRANS California Department of Transportation

CAER Community Awareness Emergency Response

CAL-EMA California Emergency Management Agency

CAO County Administrative Officer or Office

CCE Community Choice Energy

CBC California Building Code

CCCPFD (ConFire) Contra Costa County Fire Protection District

CCHP Contra Costa Health Plan

CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CFC California Fire Code
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFFPD) 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: October 11, 2022

Subject: Fire Chief's Report - October 11, 2022

RECOMMENDATION(S):

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

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

The Board would not receive the most up to date information regarding ongoing Fire District activities and initiatives.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/11/2022** 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: October 11, 2022

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

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

By: , Deputy

cc:

ATTACHMENTS

Fire Chief's October
Report



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

October 11, 2022

TO: Board of Directors

FROM: Lewis T. Broschard III, Fire Chief

RE: Fire Chief's Report

- Academy 58. The District held its traditional family night event on September 28 to welcome the 32 new recruits of our latest, and largest-to-date, academy to the Con Fire family. The academy itself kicked off the following Monday morning, being an exhaustive 20-week course of instruction designed to turn recruits into Con Fire probationary firefighters. Academy 58 will graduate on February 15, 2023.



- Lateral Academy 59. Based on the success of our most recent lateral academy, we are planning a second such academy designed to bring experienced firefighters to Con Fire. As an early step in the planning for this spring 2023 event, we conducted firefighter interviews in September.

- Annual Fallen Firefighter Memorial Service. The District conducted this poignant and moving ceremony on September 24. It was attended by firefighters, family, and friends honoring the 18 firefighters who made the ultimate sacrifice while serving their communities. The event featured fire service leaders, San Ramon Valley Fire Chaplain Dan Sturdivant, the United Professional Firefighters of Contra Costa County Honor Guard, and retired Battalion Chief Tom Oakley as the bagpiper.



- Statewide Mutual Aid. The Fire District has supported the statewide mutual aid system, supplying resources to some of the state's largest incidents. The Mill Fire, in Weed, California, destroyed numerous structures and resulted in citizen fatalities. The Mosquito Fire, in Placer and El Dorado Counties, also destroyed numerous structures. We supplied apparatus and overhead to both of these incidents.



- **Fire Safety Town Hall.** The Bureau's Community Risk Reduction Unit conducted a fire safety town hall meeting in Clayton for residents of Marsh Creek and Morgan Territory on Saturday, September 17. The event, attended by more than a dozen residents, featured speakers from Con Fire, Cal Fire, and the Contra Costa County Sheriff's Office of Emergency Services, along with County Supervisors Mitchoff and Burgis. The event was videotaped and is available for viewing on the District's website and Facebook page.
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- The poster for the Marsh Creek Morgan Territory Fire Safety Town Hall Meeting features a red and white color scheme. At the top, it reads 'CONTRA COSTA COUNTY SHERIFF'S OFFICE OF EMERGENCY SERVICES' and 'FIRE SAFETY TOWN HALL MEETING'. Below this, the title 'MARSH CREEK MORGAN TERRITORY FIRE SAFETY TOWN HALL MEETING' is prominently displayed. The poster includes a QR code, a list of speakers (Con Fire, Cal Fire, and Contra Costa County Sheriff's Office), and the event details: '9:00 AM - 11:00 AM, Saturday, September 17, 2022' at 'Wildfire: Diablo View Middle School, 300 Diablo View Lane, Clayton'. It also features a 'Can't Join Us?' section with contact information for the Fire Prevention Bureau.
- **Honor and Dignity Committee.** The District conducted an initial planning meeting of this new group charged with revamping the many programs necessary for recognizing the contributions and commitment of our members, retirees, volunteers, and outside agencies. The objective of this committee is to plan District ceremonies, employee recognitions, and honors for those who have passed, among other activities. The committee will also work to capture and document Con Fire's history and heritage including those of the many agencies that have consolidated to form today's District. In addition, the Honor and Dignity Committee will encompass employee peer support and introduction and oversight of a Con Fire Volunteer Chaplain Program.
 - **Pre-Fire Plans.** The District is working to enhance, standardize, and ensure the accuracy of these critical plans used by our crews during responses to emergency scenes. They aid in ensuring expedited arrival to a scene and quick identification of access points and critical life safety systems by our firefighters. As pre-fire plans are a resource used during all hours of the day and night under stressful conditions, it is crucial that they be basic, concise, and consistent.
 - **Strategic Planning Studies.** The District is working to identify consultants to conduct a coverage study to analyze current coverage and extrapolate future needs of our communities over the next 20 years. This crucial data will be used to identify needs for fire service growth aligned with supported community general plans and to inform our own overall five-year strategic plan.
 - **Fees Study.** We are also working to identify a consultant to work alongside staff to ensure all District fees are up-to-date and being used to full effect in support of our communities. The District leverages numerous types of fees to fund its activities and mitigate the impacts of new development. Currently, these include impact fees, community facility districts, regulatory cost recovery fees for prevention activities, and recovery of expenses due to incidents caused by negligence. We expect this consultant to be in place by January 2023 with detailed timelines to follow.
 - **Measure X-funded Wildfire Hardening Program for Residents.** The Fire Prevention Bureau is working to implement this important program that will help residents further harden their homes and properties from the threat of wildfire. A web-based tool is being put in place now to facilitate and track data on resident applications for the many benefits of this \$2 million fire, wildland, and fuel reduction program.



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: October 11, 2022

Subject: City of Pinole Contract for Fire Protection Services

RECOMMENDATION(S):

1. OPEN the public hearing to consider adopting Resolution No. 2022/13, a resolution of application to the Contra Costa Local Agency Formation Commission (LAFCO) requesting that LAFCO provide written approval for the Contra Costa County Fire Protection District (District) to provide fire protection services to the City of Pinole (City) pursuant to a fire protection services agreement (Agreement); RECEIVE testimony; and CLOSE the public hearing.
2. ADOPT Resolution No. 2022/13, a resolution of application to LAFCO requesting written approval for the District to provide fire protection services to the City pursuant to the Agreement.
3. APPROVE and AUTHORIZE the Fire Chief, or designee, to execute the Agreement with the City for the provision of fire protection services by the District within the city limits of Pinole, and to execute lease agreements with the City for use of Fire Station 73 and Fire Station 74 for the duration of the contract, subject to the approval of the Fire Chief and County Counsel, as to form.
4. APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a written agreement with the City, Local 1230, and United Chief Officers Association whereby each entity consents to the Agreement (Consent to the Agreement).
5. APPROVE and AUTHORIZE the Fire Chief, or designee, to submit to LAFCO Resolution No. 2022/xxx, an application for the District to provide new or extended fire protection services to the City, an independent fiscal analysis, a plan for providing

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

Action of Board On: **10/11/2022** 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: October 11, 2022

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

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

services within the territory of the City, Consent to the Agreement, and any additional data and information as may be required by LAFCO pertaining to the resolution of application.

6. AUTHORIZE the Fire Chief, or designee, to execute an indemnification agreement between the District and LAFCO in substantial conformity with the agreement attached hereto as Attachment A.

7. FIND that providing fire protection services under a contract with the City is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR 15320 (Class 20): the changes in the organization or reorganization of local governmental agencies do not change the geographical area in which previously existing powers are exercised; and DIRECT the Fire Chief, or designee, to file a Notice of Exemption with the County Clerk.

8. DIRECT the Fire Chief, or designee, to arrange for the payment of (i) a \$4,200 fee to LAFCO for an application for an out-of-agency fire protection service review; and (ii) a \$50 handling fee to the County Clerk for the filing of the Notice of Exemption; and (iii) a \$25 handling fee to the Department of Conservation and Development for processing costs related to the Notice of Exemption.

(100% City of Pinole and Measure X Funds)

FISCAL IMPACT:

The immediate fiscal impact related to today's action is filing fees of \$4,200 due to LAFCO, and \$75 in filing and handling fees related to the Notice of Exemption. The ongoing fiscal impact is cost neutral. The contract provides for services to be paid by the City with additional Measure X funds provided by the County. The total first fiscal year annual reimbursement to the District is anticipated to be approximately \$7.5 million with approximately \$5.5 million being paid by the City and \$2 million received from Measure X funds. On September 20, 2022, the Board of Supervisors approved resolution 2022/332, allocating Measure X funds of \$2 million annually through fiscal year 2027/28 with an annual escalator not to exceed 4%. There is no fiscal impact to the District associated with leasing both Fire Station 73 and Fire Station 74. (100% City of Pinole and Measure X funds).

BACKGROUND:

City of Pinole Fire Department History and Current Operations

The Pinole Fire Department (PFD) is an all-hazards municipal fire department providing traditional structural fire suppression, wildland firefighting, Advanced Life Support (ALS) level emergency medical services (EMS), rescue, and hazardous materials response. PFD deploys its apparatus and personnel out of Station 73 located in downtown Pinole. It is a partner agency in the Battalion 7 agreement with the District and the Rodeo-Hercules Fire Protection District (RHFPD), which provides for automatic aid among the three agencies. The department normally operates one fire engine, staffed by a captain, engineer, and firefighter, at least one of which is a certified paramedic. The FY 2022/23 budget for the department is anticipated to be \$5.5 million. PFD's Fire Prevention Bureau provides inspections, code enforcement, plan reviews, fire investigations, and various public education programs. In addition, the Bureau conducts inspections of public and private properties for compliance with its weed abatement ordinance. In 2003, the City opened a second fire station, Station 74, which was shuttered in 2011 due to unsustainable municipal funding sources.

Discussions Concerning a Fire Protection Services Agreement

This past spring, the District and City entered into discussions about the possibility of entering into an agreement whereby the District provides fire, rescue, and emergency medical services to the City. Underlying these discussions was the understanding that the District can provide a level of services within the City that would exceed the current service levels that PFD is able to provide, including reopening Station 74. On September 20, 2022, while discussions were still ongoing, the Contra Costa County Board of Supervisors allocated \$2 million from Measure X funds annually, adjusted annually by an escalation factor, through fiscal year 2027/28, to facilitate the proposed partnership for services between the District and the City.

Because the City is not within the District's service boundary, services under the Agreement may not commence until the District obtains written approval from LAFCO pursuant to Government Code section 56134, which provides that a "public agency may provide new or extended services pursuant to a fire protection contract only if it first requests and receives written approval from the [local agency formation] commission in the affected county pursuant to the requirements of this section" (Gov. Code, § 56134, subd. (b).) The statute also outlines the specific requirements to obtain such approval, including the submission of (1) a Resolution of Application to LAFCO concerning its intention to provide fire protection services to the City; (2) a copy of the fire protection services agreement; (3) an independent fiscal analysis that analyzes current and projected costs of providing fire protection services; (4) a service plan; and (5) an agreement with "each affected public agency and recognized employee organization that represents firefighters of the existing and proposed service providers," whereby each entity consents to the fire protection services agreement (Gov. Code, § 56134, subd. (d)(1)(A)). LAFCO also requires the submission of an application with these materials.

The following are some of the key elements of documents that have been prepared for submission to LAFCO pursuant to Government Code section 56134:

Fire Protection Services Agreement

As set forth in Government Code section 56134, subdivision (a), the District and City have negotiated the terms of the proposed Agreement for fire protection services, which is provided as Exhibit A to the Resolution of Application. The following summarizes important terms of the proposed Agreement:

- Services. The District will provide all aspects of fire protection and fire prevention services to the City of Pinole, including fire suppression, emergency medical response, hazardous materials response, rescue services, mass casualty incident response, fire safety programs, carbon monoxide alarm installations, CPR

training, Community Emergency Response Team training, review of construction and fire protection plans, fire inspections, administration of the City's adopted fire code and fire investigation services.

- *Role of Fire Chief.* The District's Fire Chief is designated as the Fire Chief for the City of Pinole, and holds corresponding responsibilities.
- *Apparatus and Equipment.* The City will transfer ownership of its apparatus, i.e., vehicles used for firefighting, and equipment to the District, and the District will be responsible for the maintenance, repair, licensing, and registration of the apparatus and equipment. Upon termination of the Agreement, the District will return any of the apparatus and equipment provided by Pinole that remain operational. If the apparatus and equipment is no longer operational, the District will endeavor to lease apparatus and equipment to the City for a reasonable period of time.
- *Personnel.* While personnel from PFD will be hired by the District through a process outside of the Agreement (as described below), the Agreement provides that the District is not responsible for City retirement obligations or other post-employment benefit of any District employee arising out of their employment with the City, nor is the City responsible for District retirement obligations or other post-employment benefit of any District employee arising out of their employment with the District
- *Payment for Services.* The Fire Chief will annually prepare a budget that includes direct and indirect costs of services, as well as update a five-year cost projection. Subject to the City and District approval of the budget, invoices for services will be based on the projected costs set forth in the budget, adjusted by agreed upon modifications related to unanticipated costs.
- *Funding.* Services provided by the District will be paid for by the City and through an annual allocation of Measure X funds in the amount of \$2 million, which will be adjusted annually beginning in fiscal year 2023/24 by the lower of the local Consumer Price Index or four percent.
- *Term.* The Agreement has a five-year term, which may be extended by an additional five-year term with the mutual agreement of the parties. The District will begin providing services on a date agreed to by the parties. Unless extended, the Agreement terminates on June 30, 2028.
- *Indemnification.* The City and District agree to mutually indemnify each other.

Prior to the submission of the Resolution of Application to LAFCO, the unexecuted version of the Fire Protection Services Agreement currently attached to the Resolution may be replaced with an executed version of the agreement.

Lease Agreements

Under the lease agreements, the City will provide the District with the use of the City-owned fire stations described as Fire Station 73, 880 Tennant Avenue, Pinole, CA 94564, and Fire Station 74, 3700 Pinole Valley Road, Pinole CA 94564, for performance of the services under the Agreement. Responsibilities for maintenance of the buildings and grounds are set forth in the agreements, and the lease agreements are co-terminus with the Agreement.

Fiscal Analysis

Pursuant to the requirements of Government Code section 56134(f), the City, in consultation and cooperation with the District, contracted with an independent consulting firm to conduct a fiscal analysis of the proposed contract for services. The fiscal analysis concludes that the revenue streams available from the City, when combined with Measure X revenues, are sufficient to support the services and structure of the Agreement. The fiscal analysis is provided as Exhibit F to the Resolution of Application.

Service Plan

In accordance with Government Code section 56134, subdivision (e), the District and City have prepared a service plan that details the cost of the new or extended fire protection services, the plan for financing these services and the services to be provided under the Agreement, among other provisions. The service plan is provided as Exhibit E to the Resolution of Application.

Consent to the Agreement

As required by Government Code section 56134, subdivision (d), the District has prepared a consent letter whereby the District, City, Local 1230 and UCOA agree to the proposed Agreement. The agreement consenting to the Agreement is provided as Exhibit G to the Resolution of Application. Prior to the submission of the Resolution of Application to LAFCO, an executed copy of this consent agreement will replace the unexecuted version, which is currently attached.

Next Steps

If the Board approves this board order, the District will work with the City to finalize the Agreement and submit the Resolution of Application and other necessary documentation to LAFCO no later than October 17, 2022. These materials will be submitted with a request that LAFCO consider the application at its meeting on November 9, 2022.

Upon LAFCO's approval of the District's application, the District and City will prepare for the service transition. The District and City will arrange for an operational transition date, most likely by March 1, 2023. The District plans to send employment offer letters to non-administrative staff at PFD who wish to continue working. In anticipation of this transition, the District has obtained side letters with Local 1230 and UCOA concerning the conditions of employment.

CONSEQUENCE OF NEGATIVE ACTION:

The Resolution of Application, seeking approval to provide out-of-service area fire protection services to the City of Pinole by mutual agreement, will not be filed. As a result, the District will not contract for the delivery of fire, rescue, and emergency medical services within the City, as described in the Service Plan.

ATTACHMENTS

Attachment A: Indemnification Agreement

Resolution 2022/13

Exhibit A: Fire Protection Services Agreement

Exhibit B: Application

Exhibit C: Service Plan

Exhibit D: Fiscal Analysis

Exhibit E: Consent Letter

Attachment A
Indemnification Agreement with LAFCO

This document will be completed and sent to applicant upon receipt of application. Two originals with signatures must be returned to LAFCO.

**AGREEMENT BETWEEN
CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION
AND [APPLICANT]
REGARDING [ACTION] TO THE
[AGENCY(IES)] (LAFCO [NO.]**

THIS AGREEMENT, dated this _____ day of [Month, Year], is entered into by and between the Contra Costa Local Agency Formation Commission (“LAFCO”), a public agency, and the [Agency or Individual Name] (“Agency”), a [municipal corporation/political subdivision/special district] in the State of California.

Recitals

DRAFT

1. Agency submitted an application to LAFCO.
2. LAFCO’s review and/or approval is conditioned upon, among other things, Agency and LAFCO entering into an agreement to indemnify LAFCO against any expenses arising from any legal actions challenging the application and subsequent actions.

NOW, THEREFORE, LAFCO and Agency agree as follows:

Section 1. Indemnification. In the event any legal action or proceeding is instituted against LAFCO (or naming LAFCO as a real party in interest) challenging the review and/or approval of the application, or any of LAFCO's actions related thereto, Agency shall indemnify LAFCO from any costs or liabilities incurred by LAFCO as a result of any such action or proceeding, including any award to opposing counsel of attorney's fees or costs. Agency also agrees to reimburse LAFCO for the Commission’s reasonable expenses resulting from any such legal action or proceeding. Such expenses include LAFCO’s counsel’s charges for representing LAFCO in any such action, costs of preparing the administrative record in any such action (including LAFCO staff costs), and all other expenses incurred by LAFCO as a result of any such action or proceeding.

LAFCO intends to use its staff to represent it in this action. LAFCO will coordinate the defense of this action with the Agency. LAFCO retains the right to obtain outside counsel to represent it in litigation, if necessary. LAFCO will do so only after consultation with the Agency.

Section 2. Miscellaneous Provisions.

A. Successors and Assigns. This agreement shall apply to, bind and inure to the benefit of successors in interest of the parties hereto, including heirs, assigns, executors, administrators and all other parties, whether they succeed by operation of law or voluntary acts.

B. No Third-Party Beneficiaries. This agreement is entered only for the benefit of the parties executing this agreement and not for the benefit of any other individual, entity or person.

C. Amendments. This agreement may be amended in writing by the mutual agreement of the original parties or their successors in interest.

D. Applicable Law. This agreement shall be construed and enforced in accordance with the laws of the State of California.

E. Counterparts. This agreement may be executed and delivered in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CONTRA COSTA LOCAL AGENCY
FORMATION COMMISSION**

[AGENCY NAME]

LAFCO Executive Officer

Title: _____

DRAFT

Attest:

Approved as to form:

Approved as to form:

LAFCO Legal Counsel

Legal Counsel

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

Adopted this Resolution on 10/11/2022 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2022/13

In the Matter of Application by the Board of Directors of the Contra Costa County Fire Protection District to the Contra Costa Local Agency Formation Commission Requesting Approval to Provide Fire Protection Services Within the City of Pinole.

WHEREAS, the City of Pinole (“City”) desires to expand and supplement the current fire protection services provided within the City;

WHEREAS, only one of the City’s two fire stations is currently operational;

WHEREAS, the Contra Costa County Fire Protection District (“District”) is able to provide a level of fire protection services within the City that would exceed current service levels, while reopening and staffing the fire station that is currently non-operational;

WHEREAS, the District and City have negotiated terms of a proposed fire protection services agreement (“Agreement”), attached to this Resolution and incorporated by reference as Exhibit A;

WHEREAS, the parties have also negotiated two leases for the two fire stations located within the City that set forth the terms under which the District would occupy the two stations during the term of the Agreement;

WHEREAS, the District would be paid by the City for budgeted direct and indirect costs incurred in the performance of services under this Agreement;

WHEREAS, the County of Contra Costa by Resolution No. 2022/332, has allocated from Measure X funds the amount of \$2,000,000 annually, adjusted annually by the percentage change in the Consumer Price Index- All Urban Consumers for the San Francisco-Oakland-Hayward Area for the twelve-month period ending with the February index of the calendar year in which the adjustment is made, but not to exceed four percent per year, through fiscal year 2027/28 to facilitate this partnership for services between the District and the City;

WHEREAS, because the City is not within the District’s service boundary, services under the Agreement may not commence until the Agreement is submitted to and approved by the Contra Costa Local Agency Formation Commission (“LAFCO”) pursuant to Government Code section 56134, which provides that a “public agency may provide new or extended services pursuant to a fire protection contract only if it first requests and receives written approval from the [local agency formation] commission in the affected county pursuant to the requirements of this section” (Gov. Code, § 56134, subd. (b));

WHEREAS, the District has prepared an application for a fire protection service contract, as required by LAFCO, and a service plan (“Service Plan”), in accordance with Government Code section 56134, subdivision (e), that details the cost of the new or extended fire protection services, the plan for financing these services and the services to be provided under the Agreement, among other provisions, which are attached to this Resolution and incorporated by reference as Exhibits B and C, respectively;

WHEREAS, the City, in coordination with the District, has had an independent fiscal analysis prepared in accordance with Government Code section 56134, subdivision (f), which shows that the financial terms of the contract are feasible and sustainable. This analysis is attached to this Resolution and incorporated by reference as Exhibit D, and;

WHEREAS, in accordance with Government Code section 56134, subdivision (d)(1)(A), the District has prepared a written agreement with the City of Pinole, Local 1230 and UCOA, whereby each entity consents to the Agreement, which is attached to this Resolution and incorporated by reference as Exhibit E.

NOW, THEREFORE, IT IS RESOLVED by the Board of Directors of the District as follows:

1. This Resolution of Application is hereby adopted and approved by the District’s Board of Directors. LAFCO is hereby requested to approve new or extended fire protection services to be provided by the District within the jurisdictional boundaries of the City as set forth in the Agreement and further described in the Service Plan.

2. The officers and staff of the District are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, which, in consultation with District counsel, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any and all such actions previously taken by such officers or staff members are hereby ratified and confirmed.

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: October 11, 2022

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

By: , Deputy

cc:

Exhibit A
Fire Protection Services Agreement
Between the City of Pinole and the Contra
Costa County Fire Protection District

AGREEMENT
between the
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
and the
CITY OF PINOLE
for Fire Protection Services

THIS FIRE PROTECTION AGREEMENT (“Agreement”) is dated January 1, 2023 (the “Effective Date”) and is between the CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district formed under the Fire Protection District Law of 1987 (Health and Safety Code Sections 13801 et seq.) and governed by the Board of Supervisors of the County of Contra Costa as its Board of Directors (“District”), and the CITY OF PINOLE (“City”), a municipal corporation, referred to herein collectively as the “Parties.”

RECITALS

- A. The City desires to expand and supplement the current fire protection services provided within the City. Currently only one of the City’s two fire stations (Fire Station 73) is operational. Fire Station 74 has been closed since 2011.
- B. The District is willing and able to provide a level of fire protection services within the City that would exceed current service levels. The Parties intend that the District will be paid for all direct and indirect costs incurred in the performance of services under this Agreement.
- C. The Parties intend to leverage those Measure X funds that are available for increasing the level of fire protection services in the City to facilitate this partnership for services between the District and the City. The Parties acknowledge that pursuant to Resolution No. 2022/332, the Contra Costa County Board of Supervisors has allocated from Measure X funds \$2,000,000 annually, adjusted annually as provided in the resolution, through Fiscal Year 2027/28 for this purpose.
- D. Because the City is not within the District service boundary, the Parties propose to enter into this fire protection agreement pursuant to Government Code section 56134. The Parties acknowledge that the services provided for in this Agreement may not commence unless and until the Contra Costa County Local Agency Formation Commission authorizes the District to provide the services contemplated herein.
- E. Simultaneous with the execution of this Agreement, the City and the District are entering into two leases, one for Fire Station 73 and one for Fire Station 74 (each a “Lease” and together, the “Leases”) that set forth the terms under which the District will occupy the two stations during the term of this Agreement. The Leases and any amendments thereto are incorporated into this Agreement by reference.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct.

Section 2. Definitions.

As used in this Agreement:

- a. "Board of Directors" means the Contra Costa County Board of Supervisors acting as the Board of Directors of the Contra Costa County Fire Protection District and governing body of the District.
- b. "Board of Supervisors" means the Contra Costa County Board of Supervisors acting as the governing body of the County of Contra Costa.
- c. "District" means the Contra Costa County Fire Protection District or any successor organization or successor governmental entity.
- d. "City" means the City of Pinole.
- e. "City Council" means the City Council of the City of Pinole.
- f. "City Manager" means the City Manager of the City of Pinole.
- g. "County" means the County of Contra Costa.
- h. "Fire Chief" means the fire chief of the District.
- i. "Fiscal Year" means the annual period commencing on July 1 and ending June 30.
- j. Fire specific terminology used in this agreement (e.g. Shift, Company, Quint, Engine, etc.) shall be used in a manner consistent with the definitions published by the National Fire Protection Agency (NFPA) on its website at <https://www.nfpa.org/Codes-and-Standards/Resources/Glossary-of-Terms>, as revised from time to time.

Section 3. Scope of Services.

Within the boundaries of the City, the District will provide and be fully responsible for the following services.

- a. Incident Response.
 - 1. General Service Criteria.

A. Response Area.

The District will provide the services identified below to the areas within the incorporated limits of the City, as shown on Exhibit 1.

B. Station Location/Staffing.

There are two fire stations located in the City. The stations will be staffed at a minimum as described below.

Response Configuration

Fire Station 73 880 Tennent Avenue Pinole, CA 94564	1 Engine Company	3 Personnel
Fire Station 74 3700 Pinole Valley Road Pinole, CA 94564	1 Engine Company	3 Personnel

Within the City boundaries, the District will maintain a minimum staffing level of six (6) personnel, consisting of two three-person companies per shift. Each company will consist of one Captain, one Engineer, and one Firefighter. Each company will be staffed at a minimum with one paramedic and two EMT-I trained personnel. In the absence of ranked positions, personnel working “out-of-class” (acting) will be used. A Type 1 Fire Engine shall be located at each of the two fire stations within the City’s boundaries throughout the year. In addition, from June through October, a Type VI Wildland Unit shall be located at each of the two fire stations within the City’s boundaries, except that a Type III Wildland Unit may be located at one of the fire stations in lieu of a Type VI Wildland Unit. The Fire Chief may substitute the required apparatus for other apparatus on a limited, temporary basis when necessary for maintenance or other operational needs.

If engine companies stationed in the City leave the City for automatic aid within the District’s Battalion 7 area (Pinole, El Sobrante, San Pablo, Hercules, and Rodeo), the District will arrange for appropriate back-up coverage to ensure that the City has adequate response capability. When companies stationed in the City leave the City for any planned (e.g., administrative or training) needs, the District will arrange for appropriate back-up coverage to ensure that the City has adequate response capability, with a minimum of one (1) Advanced Life Support (“ALS”) company.

The response configuration above will only be changed upon mutual agreement between the Fire Chief and City Manager.

C. Response Levels.

The District will respond to incidents consistent with the District standard alarm assignments with the same level of response it provides to other areas served by the District and in a manner consistent with approved Contra Costa Operational Area policies.

D. Response Time.

On a single fire unit Priority 1 or Priority 2 emergency medical response, the District will endeavor to arrive at the scene within eight minutes and 30 seconds or less from the time that the company is first dispatched for 90% of all incidents. In multiple unit fire incidents, the District will endeavor to have the first due company arrive at the scene of an emergency incident within eight minutes and 30 seconds or less from the time that the company is first dispatched for 90% of all such incidents. The District will endeavor to have the remaining District first alarm units arrive at the scene of the incident within 18 minutes or less from the time that the first due company is dispatched for 90% of all such incidents.

In the event that the District is unable to meet the above response times, the Fire Chief and the City Manager will confer regarding the District’s ability to meet the above response times. The Fire Chief and

the City Manager will discuss strategies to ensure such response times are met in the future.

Data on response times will be provided to the City Manager within 30 days of the end of the calendar quarter in which the responses occur. Data on response times will be reviewed on a quarterly basis as part of the scheduled meetings between the Parties.

E. Chief Officer Coverage.

The District will provide a Battalion Chief response for all first alarm fire and multiple apparatus incidents. For incidents of three alarms or greater, the District will also provide an Assistant Fire Chief (or greater rank) response and sufficient management staff to ensure appropriate management of the emergency.

F. Mutual Aid.

The District will continue to meet the District's pre-existing obligations with respect to mutual aid in accordance with but not limited to the Contra Costa County Fire Mutual Aid Plan, and all appropriate State of California interagency service agreements. The parties anticipate that the resulting mutual aid provided within the City will be equivalent to, or greater than, mutual aid provided to the City immediately prior to the Commencement Date. The District will work to develop expanded mutual aid, automatic aid, and mutual response areas with other fire departments adjacent to the City. The Parties acknowledge that the District has no obligation to independently meet the City's mutual aid obligations, if any, while performing services under this Agreement. The City shall notify its mutual aid partners that the City will not directly provide mutual aid during the term of this Agreement.

2. Fire Suppression.

Fire Suppression services will be provided in accordance with Section 3(a)(1) above, as applicable.

3. Emergency Medical Response.

Emergency Medical Response Service will be provided in accordance with Section 3(a)(1) above, as applicable and except as otherwise provided in this Section 3(a)(3).

The District will fulfill and does hereby assume the City's obligations under the City's First Responder Agreements with the Contra Costa County Emergency Medical Services ("EMS") Agency, with the exception of response times which the District will make every reasonable effort to fulfill, which are hereby assigned to the District. The District's duty to fulfill the City's obligations under the First Responder Agreements with the EMS Agency will not affect any rights the City may have to receive revenues from the EMS Agency due to the City under the above agreements, as they may be amended from time to time, which revenues may be used by the City to pay the District for services performed under this Agreement. However, if the Contra Costa County EMS Agency pays any such revenues directly to the District due to the District's fulfillment of the City's obligations, those revenues paid directly to the District will be credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement.

4. Hazardous Materials Response.

Response to Hazardous Material incidents will be in accordance with the provisions of Section 3(a)(1) above, as applicable and except as otherwise provided in this Section 3(a)(4).

The District will provide a Type II (as defined by FIRESCOPE) Hazardous Materials Team level of service to the City.

The District will provide trained personnel to perform hazardous materials operations when required in the City. These positions are staffed and equipped each day. Response time to the City will be the time necessary for notification and travel of the closest available District resource that meets the needs of the emergency incident.

5. Rescue Services.

The District will provide the City with rescue services in accordance with the provisions of Section 3(a)(1) above, as applicable and except as otherwise provided in this Section 3(a)(5).

The District will provide Type II (as defined by FIRESCOPE) rescue services to the City. This service is available as needed.

The District will provide trained Urban Search and Rescue Team (USAR) personnel to perform confined space and trench rescue operation when required in the City. These positions are staffed and equipped each day. Response time to the City will be the time necessary for notification and travel of the closest available District resource that meets the needs of the emergency incident.

6. Response to Mass Casualty Incidents.

The District will respond to mass casualty incidents in the City with the same level of response it provides to other areas served by the District.

7. Other Calls for Service.

The District will respond to all other calls for services, including, but not limited to fire alarms, hazardous conditions, flooding conditions, smoke investigations, and public service calls, in accordance with the provisions of Section 3(a)(1) above, as applicable.

8. Homeland Security.

The District will represent the City, and proactively participate on its behalf, in the planning, coordination, and development of programs to address homeland security threats. The District will maintain a state of awareness and readiness to respond to incidents related to homeland security within the City.

9. Major Disaster Response.

In the event of a major disaster, the District will supplement the fire personnel assigned to the City by providing additional resources for direct response to an incident or move-up coverage from District stations outside of the City provided that supplemental resources are available.

Upon activation of the City's Emergency Operations Center ("EOC"), the District will provide sufficient staff to operate assigned functions in the EOC. Release of personnel and resources may occur after evaluation of local conditions and upon mutual agreement by the City Manager and the Fire Chief.

The District will work cooperatively with the City to participate in the development and

implementation of the Emergency Operations Plan (“EOP”) by ensuring that it is reviewed, revised and updated as necessary, and exercised regularly. The District will recommend to the City plan updates to the EOP pertaining to fire, rescue, and emergency medical services issues.

The District will continue to participate in local or regional organizations necessary to ensure the City is represented in disaster preparedness and response.

10. Evacuation Coordination.

The District will coordinate with the Pinole Police Department for all evacuations in a manner consistent with standardized and unified incident command principles and procedures.

b. Dispatch Service.

The District manages the Contra Costa Regional Fire Communication Center which supplies fire and ambulance dispatch services to various areas in the County, including to the City, on a cost reimbursement basis. The City will continue to pay its proportionate share of annual dispatch-related fees and charges (“Communication Center Allocation”), which is billed annually and will be included as part of the annual fiscal year budget proposal pursuant to Section 5(a)(1). The City’s obligation to pay its proportionate share of annual dispatch-related fees and charges is not co-terminus with this Agreement and survives termination of this Agreement.

c. Community Education.

1. Fire Safety Programs.

To help preserve life and property, the District will coordinate the planning, development, and implementation of fire prevention and safety education training programs, which will be tailored to educate City residents and other members of the Pinole community, such as schools, businesses, community associations, and childcare providers. Fire prevention and safety training programs to be provided by the District will include the following programs, with such changes and adjustments as mutually agreed to by the Fire Chief and the City Manager.

- Carbon Monoxide Alarm installations
- CERT Fire training
- CPR courses, BP checks
- Eldercare and safety
- Elementary School Fire Safety Programs
- Exit Drills in the Home (EDITH)
- Fire extinguisher use
- Fire safety
- Firewise Communities
- Injury and fall prevention
- Juvenile fire-starter program
- Smoke alarm installations
- Wildland fire and evacuation preparedness

2. CPR Training.

The District will provide opportunities for CPR training to members of the Pinole community at no

charge to the participant. This training will be provided within the boundaries of the City.

3. Community Emergency Response Team (CERT) Training.

The District will work with City departments to offer fire-based Community Emergency Response Team training to members of the Pinole community. The District and the City will work together to ensure the training complements the City's current disaster preparedness programs.

4. Miscellaneous.

The District will respond to specific requests from the Pinole community including but not limited to fire station tours and ride-alongs.

d. Fire Prevention.

1. General.

The District, through its Fire Prevention Bureau, will provide fire prevention services consistent with the level of prevention services provided to other areas served by the District.

2. Fire Prevention Staffing.

The District will provide Fire Prevention Bureau staff to conduct annual state-mandated occupancy inspections and Fire Code enforcement. The City and District will coordinate the District's Fire Code enforcement activities with the City's code enforcement activities, subject to any procedures mutually agreed upon by the City and District. Additional staff may be provided as necessary as determined by the District to review plans for new construction and inspect new construction.

3. Pre-development/Preliminary Planning.

The Fire Prevention Bureau will provide pre-development planning services. Pre-development planning will include but not be limited to the following activities:

- A. Adherence to the pre-development/preliminary planning project review process established by the City's Community Development Department and as may be modified at the City's discretion.
- B. Preparation of written comments based upon development/construction submittals made to the City.
- C. Attendance (in person or virtually) at scheduled meetings with applicants as reasonably requested by the City.
- D. Participation (in person or virtually) in requested modifications to the City's pre-development/preliminary planning process as reasonably requested by the City.
- E. Attendance (in person or virtually) at development review meetings as reasonably requested by the City.

4. Plan Submittal Review.

The District will review and provide comments on proposed construction plans and fire protection system plans to ensure compliance with the City's adopted codes and applicable standards. Applications and plans shall be submitted by the applicant directly to the Fire District's Fire Prevention Bureau at 4005 Port Chicago Highway, Suite 250, Concord. Written comments, in a format consistent with District policies and procedures, will be attached to approved plans to inform applicants of District requirements. District review of submitted plans will be completed within the timelines established by the City and the District, provided the review can be performed with the staffing levels provided by this Agreement.

The City and District will establish mutually agreed upon procedures for accepting and reviewing plan submittals. In establishing such procedures, the Parties will determine timelines for review and strive to make the process as easy as possible for applicants, including by providing an option for applicants to submit applications and plans at City Hall (in which case the City and District will determine how to transfer such application and plans to the District for review). The Parties agree that, initially, the City will require applicants to submit one full set of plans in hard-copy for the District's review. The Parties agree to cooperate on fully accepting the electronic submission of plans as well as the use of electronic review and commenting platforms, but acknowledge that a transition period will be necessary before this will be feasible. The City and District share the common goal of full integration of District and City plan review and permitting processes.

The City's current practice is to meet with applicant when plan check process extends beyond three reviews. As reasonably requested by the City, the District will attend (virtually or in person) meetings with applicants to discuss plan check comments when the plan check process extends beyond three revisions.

5. Fire Inspections.

The District will provide inspection and permit issuance services in accordance with the City's adopted Fire Code. All inspections will be conducted by qualified personnel. The City and District will agree upon policies and procedures for the conduct and tracking of inspections and permits, with the goal of eventually transitioning to the use of an electronic permitting and tracking system, consistent with the parties' goals of making the process as streamlined as possible for applicants.

A. General Inspections. In accordance with the City's adopted Fire Code, the District personnel will perform fire inspections relating to each of the following:

- i. The hazard of fire and explosion arising from the storage, handling, or use of structures, materials, or devices.
- ii. Conditions hazardous to life, property, or public welfare in the occupancy of structures or premises.
- iii. Fire hazards in the structure or on the premises from occupancy or operation.
- iv. Matters related to the construction, extension, repair, alteration, or removal of fire suppression or alarm systems.

B. Fire Protection System Inspections. As part of the City's permitting process,

District personnel will inspect fire protection system installations approved for permit by the District to verify compliance with the approved plans and applicable codes and standards.

- C. **Mandated Inspections.** District personnel will conduct inspections of those occupancies mandated by the California Office of the State Fire Marshal.
- D. **Construction Permit Inspections.** District personnel will perform fire inspections for any required construction permit issued in accordance with the City's adopted Fire Code.
- E. **Operational Permit Inspections.** District personnel will perform fire inspections for any required operational permit prior to initial issuance in accordance with the City's adopted Fire Code. Operational permit inspections will be completed based on the current District inspection schedule for non-State mandated occupancies.
- F. **Business License Fire Inspection Program.** Following a request by the City, the District will conduct business inspections for fire code compliance.

6. Pre-fire Plan Inspections for Target Hazard Occupancies.

The District will perform pre-fire plan inspections for relevant target hazard occupancies. Results of the inspections will be shared with other City departments as requested.

7. Fire Code Administration.

- A. The District will administer and enforce City's adopted Fire Code, and applicable ordinances, and applicable state and federal codes and regulations.
- B. The District will monitor changes to fire codes and provide the City with recommendations regarding proposed changes. The District's Fire Marshal will work with City Staff to complete the code adoption process.

8. Weed Abatement and Wildfire Management.

- A. **Weed Abatement Enforcement.** The City will continue to provide weed abatement through its Code Enforcement Division. The District will assist in administering fire prevention related aspects of the City's weed abatement program including inspection of those parcels potentially needing abatement, but the District is not responsible for conducting abatement of hazard parcels. The District will provide the City with information and supporting documentation, as requested and necessary, relating to any parcels that require additional enforcement and abatement. All work and abatement orders will be initiated and completed by the City for weed abatement issues.
- B. **Wildfire Mitigation Project.** The City and the District will coordinate regarding wildfire mitigation projects that are not directly related to weed abatement issues, but the District is not responsible for conducting abatement of hazard parcels. Additionally, when applicable, the City and the District will coordinate in the preparation and submittal of grant funding applications relating to wildfire

mitigation and in developing processes to prioritize and initiate wildfire mitigation projects.

9. Fire Investigation Service.

District fire investigators will be assigned to determine the cause of every major fire (2nd or 3rd Alarm), or where an injury or fire fatality occurs as a result of a fire incident within the City, and will conduct an investigation of every incident in which there is knowledge or suspicion that the crime of arson may have been committed. The District will attempt to determine the cause of all fires within the City as required by the Fire Code. District fire investigators will work with the Pinole Police Department and any other appropriate law enforcement agencies in the investigation process, as needed.

e. Administration.

1. Contract Administration.

The District designates the Fire Chief, or the Fire Chief's designated representative, to represent the District in all matters pertaining to the administration of this Agreement.

The City designates the City Manager, or the City Manager's designated representative, to represent the City in all matters pertaining to the administration of this Agreement.

The Parties desire to work cooperatively to ensure that the City receives cost effective services. Accordingly, the Parties desire to set forth a process for reaching agreement on mutually acceptable alterations to service delivery standards and material changes to the budget.

The District will formally notify the City prior to a service delivery change. The notification will provide adequate time for the City to provide comment, express concerns, and to allow for agreement on the aforementioned changes and modifications. Except for temporary changes lasting fewer than ten (10) days, the District will obtain written approval from the City prior to making a service delivery change. Any changes to the staffing levels per company or fire stations identified in Section 3(a)(1)(B) are modifications to the Agreement subject to Section 9(j).

2. Fire Chief Designation.

The Fire Chief is hereby designated by the City as the City of Pinole Fire Chief and will have and possess such authority as the City Municipal Code and general laws provide for the City's Fire Chief.

3. Liaison to City.

A. The District designates the Fire Chief or designee (at no time below the rank of Assistant Fire Chief) as the direct liaison to the City Manager. Liaison responsibilities will include but are not limited to:

- i. Attendance by the Fire Chief or designee at City Council meetings when requested by the City Manager upon reasonable advance notice; and
- ii. Meetings with the City Manager as requested by either the Fire Chief or City Manager to discuss budget, operational, or other issues which may arise.

- B. The District will promptly notify the City Manager when any of the following significant incidents occur within the City.
- i. Incidents involving deaths or serious injuries to citizens or first responders.
 - ii. Mass casualty incidents involving more than six patients.
 - iii. Second-alarm, and better, structure fires.
 - iv. Structure fires resulting in displacement of multiple residents.
 - v. Third-alarm wildland fires, or any wildland fires utilizing air support resources.
 - vi. Hazardous materials incidents requiring entry.
 - vii. Incidents with significant impacts on residents based on size, scope, or duration.
 - viii. Any incident that has attracted, or is expected to attract, significant media attention.

4. Community Events.

As reasonably requested by the City Manager, the District will participate in the planning and implementation of community activities, such as local fireworks celebration, tree lighting ceremonies, Chamber of Commerce functions, and similar events, to address fire safety issues.

5. Reports and Records.

- A. The District will maintain sufficient records to enable the City to meet its reporting obligations and needs as they relate to the provision of services as provided for in this Agreement, including but not limited to the District's obligation to provide quarterly reports on response times. The records maintained by the District will also include: (i) the total number of calls for service responded to by each of Fire Station 73 and 74; (ii) the number of calls for service responded to by each of Fire Station 73 and 74 for incidents occurring outside of the City; and (iii) the number of calls for service responded to by the District from locations other than Fire Stations 73 or 74 for incidents occurring within the City.
- B. The District will maintain financial records related to the performance of services under this contract.
- C. The District will provide the City Manager with financial reports reasonably requested by the City Manager.
- D. Upon request by the City Manager, the District will make available its records related to services performed under this Agreement for audit and inspection by the

City Manager, or the City Manager's designated representative.

- E. Upon request, the District shall provide the City with copies of any records related to this Agreement that are subject to disclosure pursuant to the California Public Records Act.
- F. The District will conduct or have conducted a yearly independent audit of the District's overall financial performance. The District will provide the audit reports to the City Manager within 30 days of publication. The District will provide any financial information required by the Governmental Accounting Standards Board for the City's financial reporting that is in the District's possession or control.

6. Fire Complaints and Requests for Service.

- A. The District will inform the City Manager of any and all complaints received by the District regarding the services provided to the City by the District.
- B. The District will strive to provide a high level of customer service to the City in accordance with the District and the City's customer service philosophies.

7. Fire System Planning.

- A. The Fire Chief will assist the City in planning the extension of fire services and facilities as the City grows.
- B. If, as a result of annexation of territory, the City requires additional contract services to provide fire and emergency services to areas not currently served by the City through its contract with the District, the Fire Chief and the City Manager may negotiate a mutually acceptable amendment to this Agreement to provide such services. Any amendment to this Agreement will become effective upon its approval by the governing bodies of the District and the City.
- C. This paragraph does not apply to those services provided under mutual aid, automatic, and/or other interagency response agreements.

8. Fees.

- A. The District will assist the City in the development of an appropriate fee schedule for fire services rendered in the City by the District. The District will provide the documentation necessary to support the imposition of fees by the City.
- B. All fees attributable to the services provided by the District under this Agreement shall accrue to and are the property of the District. Nothing herein shall limit the City's ability to charge fees attributable to services provided by the City.
- C. Any fees collected by the City for services performed by the District will be accounted for by the City and remitted to the District.

9. Miscellaneous Revenue Collection.

- A. The District will endeavor to implement a program consistent with District policy for seeking reimbursement for the cost of the District's response to accidents or other events. Any cost reimbursements received by the District for incidents occurring within the City will be credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement.
- B. The District will use reasonable efforts to obtain grants for one-time and ongoing capital and operational expenditures.

Section 4. Facilities, Apparatus, and Equipment.

a. Buildings and Real Property.

1. Use of Pinole Fire Station Nos. 73 and 74.

The City will provide the District use of the City-owned fire stations described as Fire Station 73, 880 Tennent Avenue, Pinole, CA 94564, and Fire Station 74, 3700 Pinole Valley Road, Pinole, CA 94564, for performance of services under this Agreement. The City will provide the District use of these facilities at no cost to the District. Responsibility for maintenance of the buildings and grounds are as set forth in the Leases.

To the extent there is a conflict between this Agreement and the Leases concerning the use and maintenance of Fire Stations Nos. 73 and 74, the terms of the Leases shall control. In all other respects, the terms of this Agreement shall control

2. Office Space.

Fire Station 73 includes office space for use by District fire inspectors. In accordance with the Lease for Fire Station 73, the City will provide the District use of these facilities at no cost to the District.

3. Return Upon Termination.

Upon termination of this Agreement, the District will vacate Fire Station Nos. 73 and 74, and will remove any and all materials, equipment, and improvements that are not to remain on the premises as set forth in the Leases.

b. Apparatus/Equipment.

1. Transfer of Apparatus and Equipment.

The City will transfer to the District ownership of the apparatus and equipment identified in Exhibit 2 (City Fire Apparatus/Equipment Inventory) in consideration of the District's performance of services under the terms of this Agreement. The District will be responsible for maintaining registration and licensing of all transferred apparatus and equipment.

2. Maintenance.

The District will be responsible for maintenance and repair of all apparatus and equipment. The

City will pay the District a fee, fixed annually and specified in the budget approved pursuant to Section 5 (Cost of Services), for the costs of maintenance and repair of apparatus and equipment utilized in the performance of services under this Agreement.

3. Reserve Apparatus.

The District will provide a reserve apparatus that will be placed in service as soon as possible if a frontline apparatus is to be out of service for an extended period of time.

4. Apparatus and Equipment Replacement.

The timing of apparatus and equipment replacement shall be determined by the District, consistent with the District's standard equipment and apparatus replacement practices and schedules. The District will submit a proposed apparatus replacement schedule to the City indicating the anticipated dates for replacement of major pieces of apparatus. The District will provide the City with advanced notice regarding the need to replace apparatus and equipment.

The City will pay the District a fee, fixed annually and specified in the budget approved pursuant to Section 5 (Cost of Services), for the costs to replace apparatus and equipment utilized in the performance of services under this Agreement. The District will use reasonable, good faith efforts to submit applications on behalf of the City for grants to defray the replacement cost for apparatus and major equipment utilized in the performance of services under this Agreement.

5. Return Upon Termination.

Upon termination of this Agreement, the District will return to the City the apparatus and equipment identified in Exhibit 2 (City Fire Apparatus/Equipment Inventory) that was transferred to the District pursuant to Section 4(b)(1) if the apparatus and equipment are fit for service. The Parties acknowledge their mutual intent that the District return to the City, if necessary, the same equipment and apparatus that was transferred to the District pursuant to Section 4(b)(1), and that some or all of the equipment or apparatus may no longer be fit for service at the time of return. If some or all of the equipment or apparatus are no longer fit or service or are otherwise not able to be returned to the City, the District will endeavor to lease to the City such apparatus and equipment necessary for the City to conduct fire protection activities within the City, for a reasonable period of time and upon terms agreeable to both parties, until the City has procured replacement apparatus and equipment. The Parties will identify the specific apparatus and equipment to be returned or leased to the City in the transition plan to be developed pursuant to Section 9(b).

6. New Equipment.

The District may purchase new equipment as necessary in order to maintain adequate service levels and to ensure safe working conditions. The City will pay the District a fee, fixed annually and specified in the budget adopted pursuant to Section 5 (Cost of Services), for the costs to purchase new equipment related to the performance of services under this Agreement

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Section 5. Cost of Services.

a. Fire Budget.

1. Operating Budget.

For purposes of budgeting and billing for both the direct and indirect cost of services to be provided under this Agreement, the Fire Chief will annually prepare and submit a proposed budget for the succeeding fiscal year, as well as an updated 5-year cost projection, to the City Manager by January 15th. Prior to preparation of the proposed budget, the Fire Chief and City Manager, or their designees, shall meet to discuss factors potentially affecting the budget necessary to cover costs for the upcoming fiscal year.

Budgeted costs include but are not limited to those costs listed in Exhibit 3. Excluding labor-related costs (for example, employee salaries and benefits), if a proposed budget exceeds the approved budget from the immediately preceding fiscal year by more than 5%, the Fire Chief and City Manager will meet and confer in an attempt to identify potential cost savings and/or increases in revenue. The Fire Chief and City Manager will use their best efforts to, by March 1 of the same year, agree on a recommended budget that will be recommended for approval by their respective governing bodies.

If the City Manager and Fire Chief are unable to reach agreement concerning a recommended budget or the recommended budget is reduced to provide specified cost savings or the City does not approve the budget jointly recommended by the Fire Chief and the City Manager, the Parties acknowledge that services provided under this Agreement may be reduced accordingly.

For the term of this Agreement, the District has provided a 5-year cost projection as shown in Exhibit 4 (5-Year Cost Projection Provided by the District). The City acknowledges that Exhibit 4 contains projected costs, and that while the District will make good faith efforts to provide annual budgets in accordance with these projections, the amounts set forth in the annual budgets will differ from the 5-year cost projection.

The annual fire budget for Fiscal Year 2022/23, the first fiscal year during which services are provided under this Agreement, is attached as Exhibit 5. The Parties approve the attached Fiscal Year 2022/23 budget upon approval of this Agreement. Payments by the City pursuant to the Fiscal Year 2022/23 budget, and any Offsetting Revenues (as defined below) for Fiscal Year 2022/23, will be appropriately prorated based on the Commencement Date.

2. Offsetting Revenues.

- A. The budget will reflect known revenues, other than those due and payable by City, that will be paid directly to the District and credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement (each an "Offsetting Revenue" and together, "Offsetting Revenues"). Offsetting Revenues may include but are not limited to grant funds obtained by the District on behalf of the City, revenues paid by the EMS Agency directly to the District due to the District's fulfillment of the City's obligations under the First Responder Agreements, and Measure X funds allocated by the Board of Supervisors.
- B. The Parties acknowledge that by Resolution No. 2022/332, attached as Exhibit 7, the Board of Supervisors has allocated from Measure X funds \$2,000,000 annually

through Fiscal Year 2027/28 to increase the level of fire protection services in the City. As provided in Resolution No. 2022/332, the Measure X allocation will be adjusted annually beginning in Fiscal Year 2023/24 by the percentage change in the Consumer Price Index-All Urban Consumers for the San Francisco-Oakland-Hayward Area for the twelve-month period ending with the February index of the calendar year in which the adjustment is made, but not to exceed 4 percent per year. The Parties also acknowledge that the continued allocation of funds by the Board of Supervisors is critical to the maintenance of service levels provided for in this Agreement. The Parties will utilize each annual allocation of \$2,000,000, as adjusted, as an Offsetting Revenue under this Agreement.

3. Capital Requirements.

The Fire Chief will recommend any capital needs for Fire Station 73 or 74, as well as modifications to services that the City provides to directly support the provision of the District's contractual services. These recommendations will be submitted along with the annual fire budget and will be reflected in the recommended budget, as necessary.

4. Management of Budget.

- A. If during the fiscal year, the Fire Chief believes in good faith that due to unanticipated circumstances the approved fire budget is insufficient in any respect to ensure the provision of service at the service levels required by this Agreement, the Fire Chief will immediately notify the City Manager in writing specifying the budgetary deficiency, along with a request for a budget modification that identifies all reasons for the proposed modification. "Unanticipated circumstances" means circumstances that the Fire Chief was not aware of prior to the District's approval of the fire budget; it does not include cost overruns that could reasonably have been anticipated or planned for.
- B. The District will obtain written approval from the City, which will require authorization from the City Council, prior to making a modification to the budget approved by the City. If the budget modification is not approved by City, then the Parties acknowledge that there may be a decrease in service levels commensurate with the deficiency identified in the budget modification request.
- C. Notwithstanding Sections 5(a)(4)(A) and (B) above, where new labor agreements are approved by the District Board of Directors that result in an increase to labor-related costs under this Agreement, the budget shall be deemed modified to account for such cost increases upon 5 days' written notice from the District to the City of such new labor agreements and associated budget modification, and without further approval by the City.
- D. The Fire Chief shall notify the City Manager of matters pertaining to labor relations between the District and its recognized employee organizations, when the matters and the resolution of them will affect the service levels to the City or the City's costs pursuant to this Agreement.

b. Payment for Services.

1. City Payment.

A. The City will pay to the District the approved budget amount in consideration for the District providing any and all services to the City under this Agreement. Budget modifications are subject to Section 5(a)(4).

2. Method of Billing and Payment.

A. The City will pay the District monthly in advance within 30 calendar days of receipt of the monthly invoice. The monthly invoice amount will be equal to the difference of the annual fire budget and the sum of Offsetting Revenues and the Communication Center Allocation, divided by 12, plus any Budget Modification Prorations. A "Budget Modification Proration" is calculated by dividing a budget modification made pursuant to Section 5(a)(4) by the number of months remaining in a fiscal year at the time the budget modification is made. Budget modifications that occur mid-fiscal year will result in post-modification monthly invoice amounts that differ from pre-modification monthly invoice amounts.

B. In the event that an invoice is not paid (partially or in full) by the due date, a late fee of 1% simple interest of the unpaid balance will be assessed for each month or portion thereof that the invoice remains unpaid. The late fee will be assessed on the 1st day of each month following the due date.

c. Costs Associated with Development within the City.

The Parties acknowledge that development within the City may necessitate new or additional apparatus and equipment to enable the District to provide the fire protection services under this Agreement. The Parties also acknowledge that the City and developers, but not the District, should bear the costs of new or additional apparatus and equipment required due to development within the City. In the event that the Fire Chief determines that development within the City is likely to require new or additional apparatus or equipment, including, for example, a ladder truck, the Fire Chief shall notify the City Manager. The Parties will meet and confer as provided for in Sections 3(e)(1) and 5(a)(3) to discuss planned and prospective development within the City, the associated impacts to the services provided under this Agreement, and the options for funding of any changes to services or the need for new or additional equipment or apparatus. The City currently collects Fire Development Impact Fees on new development in the City, and will make such fees available to address capital improvement and apparatus needs as development within the City occurs. Regardless of the availability of Fire Development Impact Fees, the City will remain responsible for paying the above-described costs associated with development within the City.

Section 6. Personnel.

a. The Parties anticipate that as a result of this Agreement and the District's provision of fire protection services to the City, some or all of the persons identified in Exhibit 6 (City of Pinole List of Fire Department Employees) may elect to leave City employment to become District employees.

b. Except through payments made pursuant to Section 5 (Cost of Services), the City is not responsible for paying salaries, wages, or other compensation to District personnel performing services under this

Agreement for the City, nor is the City liable for any District retirement obligation or other post-employment benefit to any District employee arising out of their employment with the District. The City is not liable for compensation or indemnity to any District employee for injury or sickness arising out of their employment with the District, except as part of the City's payment of indirect expenditures and Risk Management costs to the District and as otherwise provided in this Agreement. This Section does not negate any of the City's obligations pursuant to Section 5 (Cost of Services) above.

c. The District is not liable for compensation or indemnity to any District employee for injury or sickness arising out of their employment with the City. The District is not liable for any City retirement obligation or other post-employment benefit to any District employee arising out of their employment with the City.

Section 7. Indemnification.

a. Indemnification by the City.

The City shall defend, indemnify, and hold harmless the District, its governing body, officers, employees, representative, and agents from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, death, or injury to persons or property from any cause whatsoever arising directly or indirectly from or connected with any act or omission of or purported act or omission of the City, its governing body, officers, employees, representative, or agents in connection with or arising out of the performance by the City, its governing body, officers, employees, representative, or agents of this Agreement, and with regard to any alleged illegality or unconstitutionality of a City ordinance. The City shall reimburse the District for any expenditures, including reasonable attorney's fees and costs, the District may make by reason of such matters and, if requested by the District, shall defend any such suit at the sole cost and expense of the City. The City's obligations under this subsection shall exist regardless of concurrent negligence or willful misconduct on the part of the District or any other person; provided, however, that the City shall not be required to indemnify the District for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the District, its governing body, officers, employees, representative, or agents.

The District agrees to give the City prompt written notice of any claims or other matter as to which the District believes this indemnification provision is applicable. The City will, at its sole cost and expense, provide counsel reasonably acceptable to the District, to contest or defend any such claim. Neither party, nor their successors or assigns, shall admit any liability to any matter for which indemnification is sought, or settle, compromise, pay, or discharge the same without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and the District shall reasonably cooperate with the City in the contest and defense thereof.

b. Indemnification by the District.

The District shall defend, indemnify, and hold harmless the City, its governing body, officers, employees, representative, and agents from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, death, or injury to persons or property from any cause whatsoever arising directly or indirectly from or connected with any act or omission of or purported act or omission of the District, its governing body, officers, employees, representative, or agents in connection with or arising out of the performance by the District, its governing body, officers, employees, representative, or agents of this Agreement. The District shall reimburse the City for any expenditures, including reasonable attorney's fees and costs, the City may make by reason of such matters and, if requested by the City, shall defend any such suit at the sole cost and expense of the District. the District's obligations under this subsection shall

exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that the District shall not be required to indemnify the City for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the City, its governing body, officers, employees, representative, or agents.

The City agrees to give the District prompt written notice of any claims or other matter as to which the City believes this indemnification provision is applicable. The District will, at its sole cost and expense, provide counsel reasonably acceptable to the City, to contest or defend any such claim. Neither party, nor their successors or assigns, shall admit any liability to any matter for which indemnification is sought, or settle, compromise, pay, or discharge the same without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and the City shall reasonably cooperate with the District in the contest and defense thereof.

c. Indemnification Obligations Survive Termination.

The obligations created by this Section 7 shall survive the expiration or termination of this Agreement as to activities occurring or being carried out during the term of this Agreement in the performance of this Agreement.

Section 8. Insurance.

a. General and Auto Liability.

The District will maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$10 million insuring all liability of the District and its authorized representatives arising out of and in connection with the provision of service by the District under this Agreement, including the use and/or occupancy of City-owned real property and premises.

The City will be named as an additional insured and the policy must contain cross liability endorsements. An endorsement must be provided which states that the District's insurance coverage shall be primary. The District may self-insure to these limits of coverage. The District will furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The District will provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, to the City upon request.

b. Property Insurance.

The District will not maintain any insurance for City-owned real property and buildings, including but not limited to City-owned fire stations, or the contents of the City-owned buildings, except as otherwise specified in this Agreement or in the Leases. The District will maintain a standard All Risk policy to ensure its own personal property.

c. Workers' Compensation Insurance.

The District will maintain Workers' Compensation Insurance as required by the State of California in Employers Liability Insurance. Employers Liability Insurance shall have limits of no less than \$1 million per accident for bodily injury or disease. The District may self-insure to the limits of coverage. The District will provide the City with a waiver of subrogation against the City, its officers, officials, employees, and volunteers for all claims on or after the Commencement Date arising during the term of this Agreement.

d. Workers' Compensation Claims for Employees in Exhibit 6.

1. The City is fully responsible for all Workers' Compensation claims with date of injury prior to the Commencement Date, with respect to the persons identified in Exhibit 6 (City of Pinole List of Fire Department Employees). The City will administer the claims and is solely liable for all administration and settlement costs. The City is also responsible for claims that are incurred prior to the Commencement Date AND that are:
 - A. Reopened;
 - B. Incurred but not reported;
 - C. Submitted for new and further disability; or
 - D. Incurred subsequently and consequently to the original claim
2. The District is responsible for Workers Compensation claims of District employees that are not the responsibility of the City pursuant to paragraph 1 above or another entity. The District will administer the claims and is solely liable for all administration and settlement costs.
3. The District will administer cumulative trauma claims that span the City and the District; however, the District will, immediately upon receipt of a cumulative trauma claim, send a copy of said claim to the City. The Parties will meet and confer prior to the District taking any action on the claim, unless the District is required to take immediate action or circumstances do not allow adequate time to meet and confer, in which case the District will notify the City as soon as possible. The cost of administration and settlement shall be pro-rated between the District and the City based on the length of services for each employer. Should the claim involve prior employers, the City will be responsible for the service time. The City and the District agree to cooperate with each other in the administration of the claims that involve both Parties, including any decisions or determinations regarding industrial disability retirement. This includes, but is not limited to, the sharing of notes, reports, and other documents. The City will have the right to review and contest any determination of a recurrence of a prior injury. In the event that an agreement cannot be reached, the City and the District will accept the Worker's Compensation Appeals Board decision as the final decision and without further appeal rights on this limited issue.

e. Industrial Disability Retirement.

The City will be solely responsible for making the determination of industrial disability retirement for CalPERS retirement application for the employees listed in Exhibit 6.

Section 9. Miscellaneous.

a. Term and Extension by Mutual Agreement; Commencement of Services.

This Agreement will commence at 12:01 a.m. on the Effective Date, and will continue until 11:59 p.m. on June 30, 2028, unless extended as mutually agreed upon in writing by both Parties in accordance with the provisions herein. The District will commence services provided for under this Agreement on a date ("Commencement Date") mutually agreed upon and authorized in writing by the Parties, which authorization may be given by the Fire Chief for the District and the City Manager for the City. In order to provide notice to the affected employee organization, the Parties will endeavor to mutually agree upon

and authorize a Commencement Date at least 30 days prior to the Commencement Date. Prior to the Commencement Date, the District and City will jointly participate in a mutually agreed upon communications effort to educate the public about the transition of fire services.

The term of this Agreement and the term of the Leases may be extended for one 5-year term by mutual written agreement of the Parties executed by the Fire Chief and by the City Manager for City. Unless otherwise agreed by the Parties, the extension agreement must be fully executed at least 12 months prior to the then-effective termination date.

The City and the District agree to jointly prepare a review and analysis of services provided to the City by March 31, 2027. The District will prepare an updated 5-year cost projection, for the purpose of inclusion in an extension agreement, if any such extension agreement is agreed to and executed by the Parties.

b. Termination.

Notwithstanding Section 9(a) above, this Agreement may be unilaterally terminated by either party by giving 12 months' written notice of termination to the other party. The contract termination date specified in the notice of termination may be extended by mutual agreement. The Parties acknowledge that the termination of this Agreement would require extensive operational adjustments for both Parties. The Parties further acknowledge that any fire service interruption would result in risks to public welfare. Within 60 days of a notice of termination by either party, the Parties will coordinate to develop a transition plan. The transition plan will include specific implementation deadlines, including any modification to the contract termination date, and will address matters including but not limited to service levels during the transition period and the return or lease of apparatus and equipment by the District to the City.

The Parties will meet and confer in good faith regarding any dispute between the Parties over the implementation of any provisions in this Section 9(b). Any dispute that is not resolved by meeting and conferring will be submitted to non-binding mediation conducted by a JAMS mediator. The Parties agree to meet and confer as soon as practically possible regarding the selection of the mediator and, if possible, agree to mediate the dispute within 45 calendar days. However, nothing in this provision shall be construed so as to delay any of the time periods above, including the development of a transition plan and implementation thereof.

c. Notices.

All notices required or permitted hereunder will be deemed sufficiently given if delivered by hand or mailed, by United States mail, postage prepaid, certified or registered mail, addressed to the Parties at the addresses set forth below or to such other address as may from time to time be designated in writing.

To DISTRICT:
Contra Costa County Fire Protection District
Attn: Fire Chief
4005 Port Chicago Highway, Suite 250,
Concord, CA 94520

With a copy to:
Contra Costa County
Public Works Department
Attn: Principal Real Property Agent

40 Muir Road
Martinez, CA 94553

To CITY:
City of Pinole
Attn: City Manager
2131 Pear Street
Pinole, CA 94564

d. Further Obligations.

The Parties recognize that this Agreement cannot represent a complete expression of all issues that may arise during the performance of the Agreement. Accordingly, the District and City agree to meet and confer in good faith over any issue not expressly described herein.

e. No Assignment.

Neither party may assign, delegate, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

f. Exhibits.

All exhibits referred to herein are attached hereto and are, by this reference, incorporated herein. Exhibits to this Agreement include:

Exhibit 1:	Service Area Map
Exhibit 2:	City Fire Apparatus/Equipment Inventory
Exhibit 3:	List of Budgeted Costs
Exhibit 4:	5-Year Cost Projection Provided by the District
Exhibit 5:	Fiscal Year 2022/23 Fire Budget
Exhibit 6:	City of Pinole List of Fire Department Employees
Exhibit 7:	Contra Costa County Board of Supervisors Resolution No. 2022/332

g. Severability.

If any provision of this Agreement (including without limitation any phrase, provision, covenant, or condition) is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

h. Governing Law, Jurisdiction, and Venue.

The interpretation, validity, and enforcement of this Agreement is governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement is to be filed and heard in a court of competent jurisdiction in the County of Contra Costa.

i. Alternative Dispute Resolution.

Except as otherwise provided for in this Agreement, all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred to non-binding mediation before, and as a

condition precedent to, the initiation of any legal proceeding. The Parties will jointly select a qualified professional with expertise in the subject matter of the dispute. In order to commence the mediation process, a party must notify the other party in writing of its intent to commence mediation. Each party will propose one or more mediators within 14 days of the date notice is sent. The proposed mediators must be available to conduct the mediation within the following 60 days. The Parties will make a good faith effort to agree to a mediator within 30 days of the date the notice is sent. If the Parties cannot agree to a mediator, then each party shall select one mediator, and the two mediators selected by the Parties shall meet to jointly select the mediator to conduct the mediation. The cost of mediation shall be divided equally between the Parties.

j. Amendment of Agreement.

This Agreement may be amended or modified only by the mutual agreement of the Parties. No amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

k. Authority.

Each party, or the representative(s) signing this Agreement on behalf of a party, represents and warrants that it has full power and authority to enter into this Agreement and to perform the obligations set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

CONTRA COSTA COUNTY FIRE
PROTECTION DISTRICT

CITY OF PINOLE

Lewis T. Broschard III, Fire Chief

Andrew Murray, City Manager

Attest:
Clerk of the Board

Attest:

By: _____
Deputy Clerk

Heather Bell, City Clerk

Approved by County Administrator:
MONICA NINO

Approved as to form:

By: _____
County Administrator/Designee

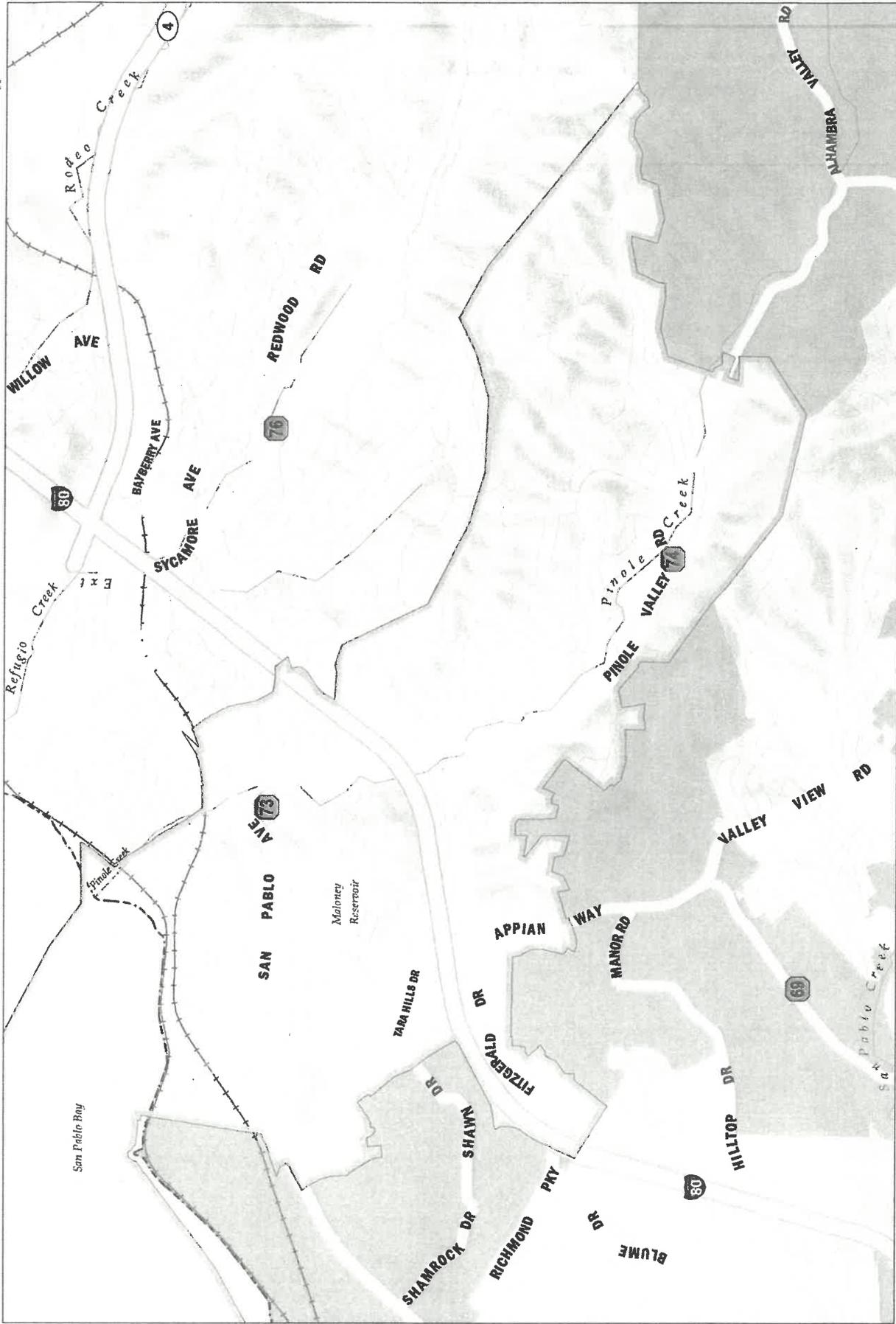
Eric Casher, City Attorney

Approved as to form:
MARY ANN McNETT MASON,
County Counsel

By: _____
County Counsel/Designee

Exhibit 1
Service Area Map

EXHIBIT 1



Source: CCCFPD 2022



Fire Station

CCC Fire Protection District

Contra Costa County
Fire Protection District
CCCFPD



PINOLE CITY LIMITS

Exhibit 2
City Fire Apparatus/Equipment Inventory

EXHIBIT 2

City of Pinole Apparatus and Capital Equipment Inventory

APPARATUS

qty	Description	Manufacturer	Model	VIN	Year of Manufacture
1	Type I Fire Engine	Seagrave	Capitol	1F9EN28TOLCST2024	2020
1	Type I Fire Engine	Spartan	Metro Star	4S7CT2D96EC078960	2014
1	Type VI Fire Engine	Ford	F-550	1FDAF57F51ED01440	2001
1	Type III Fire Engine	International/Rosenbauer	7400	1HTWEAZR58J674916	2008
1	Chief Officer Car	Ford	Interceptor	1FM5K8ATXFGA70298	2015
1	Chief Officer Car	Ford	Expedition	1FMJU1GT0KEA29207	2019
1	Chief Officer Car	Ford	Expedition	1FMFU16578LA84072	2008
1	Utility Pickup	Ford	F-250	1FTSW21P86EB84873	2006
1	UTV	Polaris	Ranger Crew 1000	4XAT6E991L8877944	2020

EQUIPMENT (Replacement Cost exceeding \$5,000 per item)

qty	Description	Manufacturer	Model	City Asset Number (if any)	Year of Purchase
1	Monitor/Defibrillator	Physio Control	LP15	N/A	2019
1	Monitor/Defibrillator	Physio Control	LP15	N/A	2012
1	Monitor/Defibrillator	Physio Control	LP15	N/A	2012
17	Motorola Portable Radio	Motorola	APX 7000 XE	N/A	2011
7	Motorola Mobile Radio	Motorola	APX 7500	N/A	2011
1	Motorola Mobile Radio	Motorola	APX 7500	N/A	2015
2	Motorola Mobile Radio	Motorola	APX 7500	N/A	2020
2	Motorola Base Radio	Motorola	APX 7500	N/A	2011
1	Motorola Base Radio	Motorola	APX 7500	N/A	2020
1	Extrication Equipment Spr	Hurst	e-draulic	N/A	2015
1	Extrication Equipment Cut	Hurst	e-draulic	N/A	2015
1	Extrication Equipment Ram	Hurst	e-draulic	N/A	2015
1	Extrication Equipment Spr	Amkus	lon	N/A	2020
1	Extrication Equipment Cut	Amkus	lon	N/A	2020
1	Extrication Equipment Ram	Amkus	lon	N/A	2020

Exhibit 3
List of Budgeted Costs

Permanent Salaries – 18 positions
Holiday Pay
Scheduled FLSA Overtime
Uniform Allowance
Retirement
Health Insurance
Workers' Compensation Insurance
FICA
Fuel
Apparatus Replacement
Firefighting and EMS Supplies and Equipment
Apparatus Maintenance and Repair
Overtime and Backfill Compensation
Training and Classes
Misc. Household Expenses
Personal Protective Equipment
Battalion Chief Allocation
Shift Training Captain Allocation
Administration Allocation
Communication Center Allocation

Exhibit 4
5-Year Cost Projection Provided by the District

EXHIBIT 4

	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Personnel Costs	\$2,540,000	\$2,616,200	\$2,694,686	\$2,775,527	\$2,858,792	\$2,944,556
Employee Benefits	\$3,461,572	\$3,738,498	\$4,037,578	\$4,360,584	\$4,709,430	\$5,086,185
Materials and Supplies	\$173,872	\$187,782	\$202,804	\$219,029	\$236,551	\$255,475
Equipment Replacement	\$305,000	\$320,250	\$336,263	\$353,076	\$370,729	\$389,266
Communication Center Allocatic	\$172,498	\$179,398	\$186,574	\$194,037	\$201,798	\$209,870
Administration Allocation	\$648,044	\$686,927	\$728,142	\$771,831	\$818,141	\$867,229
Total Operating Costs	\$7,300,986	\$7,729,054	\$8,186,046	\$8,674,082	\$9,195,442	\$9,752,581
Measure X Allocation*	-\$2,000,000	-\$2,080,000	-\$2,163,200	-\$2,249,728	-\$2,339,717	-\$2,433,306
Net Costs of CCCFPD Contract	\$5,300,986	\$5,649,054	\$6,022,846	\$6,424,354	\$6,855,725	\$7,319,275

*Includes maximum 4% escalator for Measure X contributions

Exhibit 5
Fiscal Year 2022/23 Fire Budget

EXHIBIT 5

Fiscal Year 2022/23 Fire Budget (Prorated 1/1/23-6/30/23)

Amount

Description

\$635,000	Permanent Salaries - 9 positions
\$51,054	Holiday Pay
\$16,574	Scheduled FLSA Overtime
\$2,943	Uniform Allowance
\$439,365	Retirement
\$109,544	Health Insurance
\$28,575	Worker's Compensation Insurance
\$9,208	FICA
\$11,000	Fire Station Utilities
\$15,525	Fuel
\$62,500	Apparatus Replacement
\$13,750	Firefighting & EMS Supplies and Equipment
\$12,500	Apparatus Maintenance and Repair
\$114,300	Overtime & Backfill Compensation
\$5,000	Training & Classes
\$2,500	Misc. Household Expenses
\$5,000	Personal Protective Equipment
\$77,000	Battalion Chief Allocation
\$19,775	Shift Training Captain Allocation
\$163,111	Administration Allocation

\$1,794,222 Total Single Fire Station Operating Costs

\$3,588,444 Two Fire Stations - staffing and total costs

\$172,498 Communication Center Allocation*

(\$1,000,000) Prorated Measure X Contribution

\$2,760,942 Total Contract Costs

*Communication Center Allocation is not prorated - this is an annual set cost

Exhibit 6
City of Pinole List of Fire Department Employees

EXHIBIT 6

Name	Pinole FD Classification	Hire Date
Dale Blume	Fire Engineer	10/23/2017
Seaborn Chiles	Firefighter/Paramedic	02/07/2022
Andrew Corwin	Firefighter/Paramedic	05/17/2021
Michael Crooks	Fire Captain	10/05/1998
Steven Dorsey	Fire Captain (Admin)	04/10/2001
Cory Higgins	Fire Engineer	10/18/2019
Eric Holt	Fire Engineer	10/23/2017
Daniel Houts	Firefighter/Paramedic	05/17/2021
Javier Lopez	Fire Captain	01/13/2014
Matthew Ludwig	Fire Captain	07/01/2013
Kyle Metzler	Firefighter/Paramedic	05/17/2021
Gregory Sekera	Fire Captain (Admin)	06/01/2004
Charles Trester	Firefighter/Paramedic	02/07/2022
Clint Ballard	Firefighter/Paramedic	06/01/2022
James Brooks	Fire Battalion Chief	01/02/1999

Exhibit 7
Contra Costa County Board of Supervisors Resolution No. 2022/332

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 09/20/2022 by the following vote:

AYE: 4 **John Gioia**
 Candace Andersen
 Karen Mitchoff
 Federal D. Glover

 NO:
 ABSENT: 1 **Diane Burgis**
 ABSTAIN:
 RECUSE:



Resolution No. 2022/332

In the Matter of: Allocating Measure X Funds for Ongoing Fire Protection Services

WHEREAS on November 3, 2020, voters in Contra Costa County approved Measure X, a Countywide, 20-year, half-cent sales tax with the intent “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.”;

WHEREAS on November 16, 2021, the Board of Supervisors adopted a Measure X expenditure allocation plan that included annual funding of \$9.0 million through June 30, 2024, for the provision of fire protection services in the service area of the former East Contra Costa Fire Protection District and in the cities of Antioch and Pinole;

WHEREAS the Contra Costa County Fire Protection District (District) and the City of Pinole intend to leverage Measure X funds for an increased level of fire protection services in the City of Pinole;

WHEREAS the Board of Supervisors acknowledge the ongoing funding needs of the Contra Costa County Fire Protection District beyond the initial allocation through June 30, 2024, to support the provision of fire protection services by the District in the service area of the former East Contra Costa Fire Protection District and in the cities of Antioch and Pinole; and

WHEREAS the Board of Supervisors acknowledge that increased funding allocations are necessary to maintain service levels and to offset annual increases in the operating costs of funded programs.

NOW THEREFORE, the Contra Costa County Board of Supervisors resolves as follows:

1. The Board of Supervisors makes the following annual allocations of Measure X funds to the District through June 30, 2028:
 - a. \$2.0 million to support the provision of fire protection services, subject to the execution of a fire protection service agreement between the District and the City of Pinole.
 - b. \$3.5 million to support the provision of fire protection services in the service area of the former East Contra Costa Fire Protection District and the reopening of Fire Station 54 in the City of Brentwood.
 - c. \$3.5 million to support the provision of fire protection services in the District through the reopening of Fire Station 81 in the City of Antioch.
2. Beginning with Fiscal Year 2023/24, each of the above funding allocations will be adjusted annually by the percentage change in the Consumer Price Index-All Urban Consumers for the San Francisco-Oakland-Hayward Area for the twelve-month period ending with the February index of the calendar year in which the adjustment is made, but not to exceed 4 percent per year.

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

ATTESTED: September 20, 2022

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

Contact: Paul Reyes 925.655.2049

By: June McHuen, Deputy

cc:

Exhibit B
Application to Provide New or Extended
Fire Protection Services

CONTRA COSTA LAFCO APPLICATION
FIRE PROTECTION SERVICE CONTRACT

A certified copy of the resolution of application from the public agency requesting approval of the fire protection contract must be submitted with this application form.

AFFECTED PUBLIC AGENCY (APPLICANT):

PUBLIC AGENCY NAME: Contra Costa County Fire Protection District
CONTACT PERSON: Lewis Broschard, Fire Chief
ADDRESS: 4005 Port Chicago Hwy., Suite 250, Concord, CA 94520
PHONE: 925-941-3300
EMAIL: lewis.broschard@cccfd.org
AGENCY FUNCTION: _____ AGENCY PROVIDING SERVICE; AGENCY (IES) RECEIVING SERVICE;

OTHERS (SPECIFY) _____

AFFECTED PUBLIC AGENCY:

PUBLIC AGENCY NAME: City of Pinole
CONTACT PERSON: Fire Chief Chris Wynkoop
ADDRESS: 880 Tennent Avenue, Pinole. CA 94564
PHONE: 510-292-3143
EMAIL: cwynkoop@ci.pinole.ca.us
AGENCY FUNCTION: _____ AGENCY PROVIDING SERVICE; AGENCY(IES) RECEIVING SERVICE;

OTHERS (SPECIFY) _____

OTHER AFFECTED PUBLIC AGENCY(IES), IF APPLICABLE:

PUBLIC AGENCY NAME: N/A
CONTACT PERSON: _____
ADDRESS: _____
PHONE: _____
EMAIL: _____
AGENCY FUNCTION: AGENCY PROVIDING SERVICE; AGENCY(IES) RECEIVING SERVICE; OTHERS (SPECIFY) _____

OTHERS (SPECIFY) _____

**OAS Fire Protection Service Contract
Application Form**

The following questions relate to the fire protection contract to allow LAFCO Commissioners and staff to adequately assess the contract. You may include additional information which you believe is pertinent. Please use additional sheets as necessary.

1. Please provide a description of the fire protection contract and the general terms and conditions of the agreement.

Under the proposed contract, the Contra Costa County Fire Protection District (District) would provide fire, rescue, and emergency medical services (EMS) response services, fire prevention and fire investigation services, training, and typical fire department administrative services within the city limits of Pinole. The District would continue operations at the one fire station that is currently open within the City, Fire Station 73, and reopen and staff the currently closed second fire station, Fire Station 74, in the City. The City would cease to provide fire protection services within the City upon the operational date of the contract. The City would contribute all necessary funds to the District for direct and indirect costs of providing the services, and Contra Costa County will allocate \$2 million annually of Measure X funds, adjusted each year by an escalation factor, toward the total contract cost to reopen Fire Station 74.

2. A) Please provide a description of the services to be provided including an assessment of the level of service, whether it is anticipated to increase, remain the same, or reduce the service level.

Under the proposed contract, the District would operate two fire stations in the City – Station 73 and Station 74. The City would retain ownership of and most of the maintenance responsibilities for its fire stations, and the District would occupy and provide the typical advanced life support fire department emergency response services from these stations with District employees utilizing District apparatus and resources. The level of service would increase for the City, as the City would be served by two fully-staffed and operational fire stations, instead of a single station.

- B) Are any of the services identified above “new” service(s) to be provided by the public agency proposed to provide the service? If yes, please provide a description of the new service(s) to be provided and explain how the affected public agency will provide and fund the service(s).

Under the proposed contract, shuttered Pinole Fire Station 74 will be reopened. Funding for operation of this station will be provided by the City’s payment of direct and indirect costs incurred by the District (anticipated to be an amount similar to its allocated fire department budget), augmented by \$2 million annually of County Measure X funds, adjusted each year by an escalation factor, toward the total contract cost. These combined funds will enable the District to operate two fully-staffed fire stations in the City, which is an increase in services when compared to the City’s current single station service model.

3. Please provide a description of any special arrangements related to the fire protection contract such as start-up costs, automatic or mutual aid, joint powers agreements, shared facilities and staffing, etc. if applicable.

The Pinole Fire Department is currently a partner agency, with the Contra Costa County Fire Protection District and the Rodeo-Hercules Fire Protection District, in the Battalion 7 agreement which enables automatic aid among the three agencies. Under the proposed contract, the Pinole Fire Department would cease operations. The Battalion 7 agreement would remain intact between the two remaining partner agencies. With regard to facilities and staffing, the City would retain ownership of and most of the maintenance responsibilities for its two fire stations, and the District would occupy and provide service from these stations with District employees utilizing District apparatus and resources. There will be minimal start-up costs, which will be borne by the City, related to refreshing fire Station 74 for reopening and reoccupation by District employees.

4. Please provide a description of the assumption of assets and liabilities, if applicable.

After the effective date of the contract, all employees working at Pinole Fire Department at the Battalion Chief, Fire Captain, Fire Engineer, and Firefighter rank will be offered employment with the District. The City will retain pension liability (under CalPERS) and other post-employment benefit liability (OPEB liability) for said employees for their service time from their date of hire with the City up to the point of their separation from the City. When a former employee of the Pinole Fire Department becomes a District employee, pension costs (CCCERA) and OPEB liabilities related to the employee's service time with the District will be the District's responsibility. Ownership of City-owned fire apparatus will be transferred to the District upon the operational date of the contract, and the District will assume responsibility for repair, maintenance, and replacement of the apparatus and equipment thereafter. The City will retain ownership of and most of the maintenance responsibilities for its two fire stations.

5. Please provide a description of the use (assumption/leasing) of facilities and equipment associated with the fire protection contract, including any upgrades and/or new facilities and equipment, if applicable.

City-owned fire apparatus will be transferred to the District upon the operational date of the contract, and the District will assume responsibility for repair, maintenance, and replacement of the apparatus and equipment thereafter. The City will retain ownership of and most of the maintenance responsibilities for its two fire stations with the District leasing each facility for the duration of the contract.

6. Please provide a description of the assumption of personnel and identify current and proposed staffing:

	Service Provider (Pinole)		Affected Agency (Con Fire)	
	Current	Proposed	Current	Proposed
Safety				
Number of paid personnel	16	0	400	415
Number of paid reserves	0	0	17	17
Number of non-paid reserves	0	0	0	0
Non-Safety				
Number of Admin/Support	1	0*	75	75

*Single administrative classification will remain in City employment, but reassigned.

7. Please provide a description of retirement obligation, if applicable.

After the effective date of the contract, employees of the Pinole Fire Department at the Battalion Chief, Fire Captain, Fire Engineer, and Firefighter rank will be offered employment with the District. The City will retain pension liability (under CalPERS) and OPEB liability for said employees for their service time from the date of hire with the City up to the point of their separation with the City. When a former employee of the Pinole Fire Department becomes a District employee, pension costs (CCCERA) and OPEB liabilities related to employee's service time with the District will be the District's responsibility.

Fire Protection Contract Application Form

8. Please identify current data for the following:

	Service Provider (Pinole)	Affected Agency (Con Fire)
District Population	20,000	750,000
Registered Voters		
Acres/Square Miles	5.1	525
Most recent ISO rating	3	3/3Y

9. Please describe prevalent land uses in each affected agency; list predominate General Plan designations.

The City of Pinole comprises urban and suburban areas of light industry, commercial, and residential areas. The City has areas of wildland urban interface within the residential areas. The District service area include nearly all of unincorporated Contra Costa County as well as 11 cities in the County. The District comprises land uses similar to those in the City, albeit on a much larger scale, including light and heavy industrial, commercial, residential, agricultural, and open space. The District includes both metropolitan areas with increased densities and remote rural areas.

10. Plan for Service:

Please provide a detailed description of the plan for service pursuant to Government Code (GC) §56134(e). The plan for service should include, but not be limited to, all of the following information:

Point-by-point descriptions follow. For comprehensive descriptions, please reference the attached Plan for Service.

- a) The total estimated cost to provide the new or extended fire protection services in the affected territory.

\$7.5M annually. Please see Plan for Service page 22 for more detailed information.

- b) The estimated cost of the new or extended fire protection services to customers in the affected territory.

It is estimated that extending fire protection services would increase current costs by \$0 - \$250,000. The current Pinole fire budget of approximately \$5.5M annually, augmented by the annual \$2M County Measure X allocation, would fund \$7.5M annually for extended services under the proposed contract. Approximately \$250,000 of costs related to building maintenance, utilities, and fire fuel (vegetation) management will remain with the City; however, these costs are balanced by terms in the contract that benefit the City (such as vehicle replacement), which are not currently included in the City's annual fire budget forecasts. There are no new costs anticipated to be borne by the residents of the City of Pinole under the conditions contained in the contract. Existing revenue sources of the City combined with an annual Measure X contribution are estimated to cover the costs of services.

- c) An identification of existing service providers, if any, of the new or extended services proposed to be provided and the potential fiscal impact to the customers of those existing providers.

The City of Pinole, through its fire department, provide existing fire protection services except that Fire Station 74 has been closed since 2011. There are no new costs anticipated to be borne by the resident of the City of Pinole under the conditions contained in the contract. Existing revenue sources of the City combined with an annual Measure X contribution are estimated to cover the costs of services.

- d) A plan for financing the exercise of the new or extended fire protection services in the affected territory.

The extended fire services under the proposed contract will be funded by the City's payment of the anticipated direct and indirect costs incurred by the District for providing fire protection services in the City (which is anticipated to be similar to the approximate \$5.5M spent annually by the City on fire protection services), augmented by a \$2M allocation of Measure X funds from the County, adjusted annually to offset cost increases.

- e) Alternatives for the exercises of the new or extended fire protection services in the affected territory.

None – extended services and Measure X funding to support the same are contingent upon the contract agreement.

- f) An enumeration and description of the new or extended fire protection services proposed to be extended to the affected territory.

Under the proposed contract for out-of-area fire protection services provided by the District, the District would provide fire, rescue, and emergency medical services (EMS) response services, fire prevention and fire investigation services, training, and typical fire department administrative services within the City limits. The District would continue operating the currently operational City Fire Station 73 and would reopen the currently closed City Fire Station 74. The District would staff each station as described in the service plan to improve fire, rescue, and emergency medical services in the areas served by the contract.

- g) The level and range of new or extended fire protection services.

Under the proposed contract, the District would provide the extended services (i.e., fire, rescue, and emergency medical services (EMS) response services, fire prevention and fire investigation services, training, and typical fire department administrative services within the City limits) at the same levels of service as provided by the District within its own service area. The District would continue operations at the one fire station that is currently open within the City, Fire Station 73, and reopen and staff the currently closed second fire station, Fire Station 74, in the City. This level of service would represent an increase in fire, rescue, and emergency medical services in the City (and the immediately surrounding unincorporated areas) due to the reopening of station 74 and increased staffing.

- h) An indication of when the new or extended fire protection services can feasibly be extended to the affected territory.

Projected implementation of extended services to the affected territory is March 1, 2023 (the "operational date").

- i) An indication of any improvements or upgrades to structures, roads, sewer or water facilities, or other conditions the public agency would impose or require within the affected territory if the fire protection contract is approved.

None.

- j) Determination supported by documentation that the proposed fire protection contract meets either of the 25% thresholds.

It is anticipated that the current City employees with the Fire Department, with the exception of the Fire Chief (who will retire) and one administrative support position (who will remain with the City), will become District employees upon the operational date of the proposed contract and the reopening of Pinole Station 74, thus exceeding the 25% threshold for affected employees. Additionally, under the proposed contract, responsibility for providing fire protection services will be transferred from the City to the District in 100% of the area within City boundaries, which exceeds the 25% threshold for providing fire protection services within the jurisdictional boundaries of the City.

11. Fiscal Impact Analysis:

Pursuant to GC §56134(f) an independent fiscal impact analysis must be submitted that includes, at a minimum, a 5-year projection of revenues and expenditures. The information should include a discussion of the sufficiency of existing revenues to provide the new or extended fire protection service, costs of providing services, a comprehensive review of all retirement plans impacting the affected agencies and employees including any unfunded retirement obligations and the identification of retirement debt, if any, and the responsible agency or agencies to assume such debt. If financing is to occur, please provide any special financial arrangement between the agencies.

Please reference the attached fiscal analysis provided by the Stone Municipal Group.

12. Environmental Review

What environmental review has been conducted? If exempt, please provide a copy of the agency's Notice of Exemption.

The proposed contract is categorically exempt from CEQA pursuant to 14 CCR 15320. Class 20 consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised. Please see attached Notice of Exemption.

Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, and that the facts, statement and information presented herein are true and correct to the best of my knowledge.

SIGNED: (Applicant)

NAME:

POSITION

TITLE: AGENCY

NAME: DATE:

SIGNED: (Other Affected Public Agency)

NAME:

POSITION TITLE:

AGENCY NAME:

DATE:

SIGNED: (Other Affected Public Agency)

NAME:

POSITION TITLE:

AGENCY NAME:

DATE:

REQUIRED EXHIBITS TO THIS APPLICATION:

1. Copy of the agreement/contract.
2. Resolution of Application including the following:
 - a. Required documentation contract transfers service responsibility of more than 25% of an affected public agency's service area or affects more than 25% of the employees of an affected public agency pursuant to GC§ 56134(a)(1)(A) and (B)
 - b. Required written agreement from affected agency (adopted resolution) and from the employee organization (letter signed by the President of the employee organization) or proof that notice was provided or delivered to each affected agency and employee organization and all documents related to the applicants hearing on the resolution of application pursuant to GC §56134(d)
 - c. Plan for service pursuant to GC §56134(e)
 - d. Independent fiscal impact analysis pursuant to GC §56134(f)
3. Map(s) showing the jurisdictional boundaries of all affected public agencies.

Please submit the completed form and related information to:

Contra Costa Local Agency Formation Commission
40 Muir Road, 1st Floor
Martinez, CA 94553
Attn: Lou Ann Texeira,
LAFCO Executive Officer
LouAnn.Teixeira@lafco.cccounty.us
(925) 313-7133

SUPPORTING DOCUMENTATION FOR APPLICATION

1. Copy of the agreement/contract:

Please see Exhibit A to the Resolution of Application, which is being submitted concurrently with the Application.

2. Resolution of Application including the following:

a. Required documentation contract transfers service responsibility of more than 25% of an affected public agency's service area or affects more than 25% of the employees of an affected public agency pursuant to GC§ 56134(a)(1)(A) and (B).

b. Required written agreement from affected agency (adopted resolution) and from the employee organization (letter signed by the President of the employee organization) or proof that notice was provided or delivered to each affected agency and employee organization and all documents related to the applicants hearing on the resolution of application pursuant to GC §56134(d).

c. Plan for service pursuant to GC §56134(e).

d. Independent fiscal impact analysis pursuant to GC §56134(f).

Please see the Resolution of Application, which is being submitted concurrently with this Application.

3. Map(s) showing the jurisdictional boundaries of all affected public agencies.

Please see Exhibit 1, Map of City of Pinole's jurisdictional boundaries, and Exhibit 2, Map of the District's jurisdictional boundaries.

EXHIBIT 1
MAP OF CITY OF PINOLE

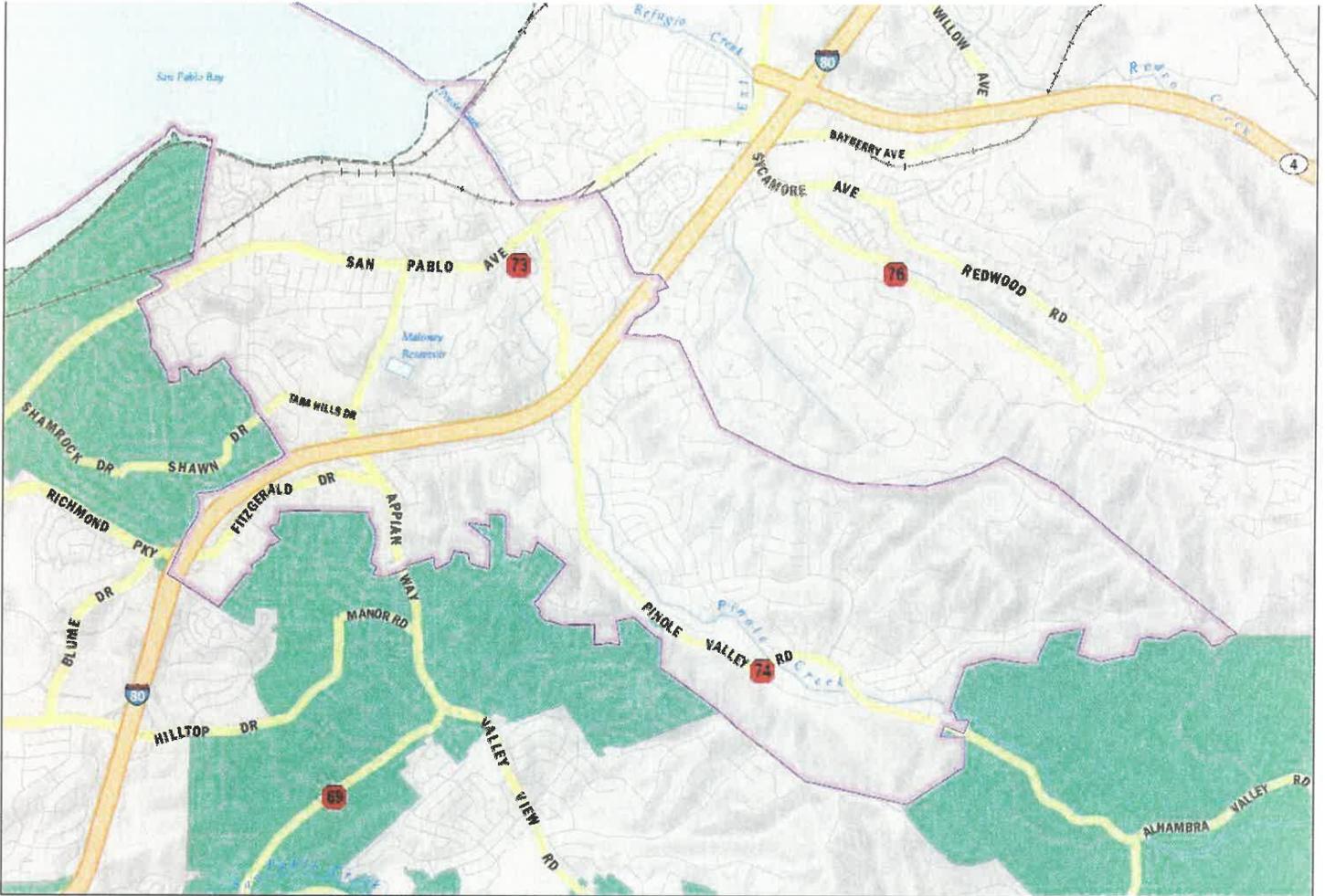


EXHIBIT 2
MAP OF THE DISTRICT'S JURISDICTIONAL BOUNDARIES

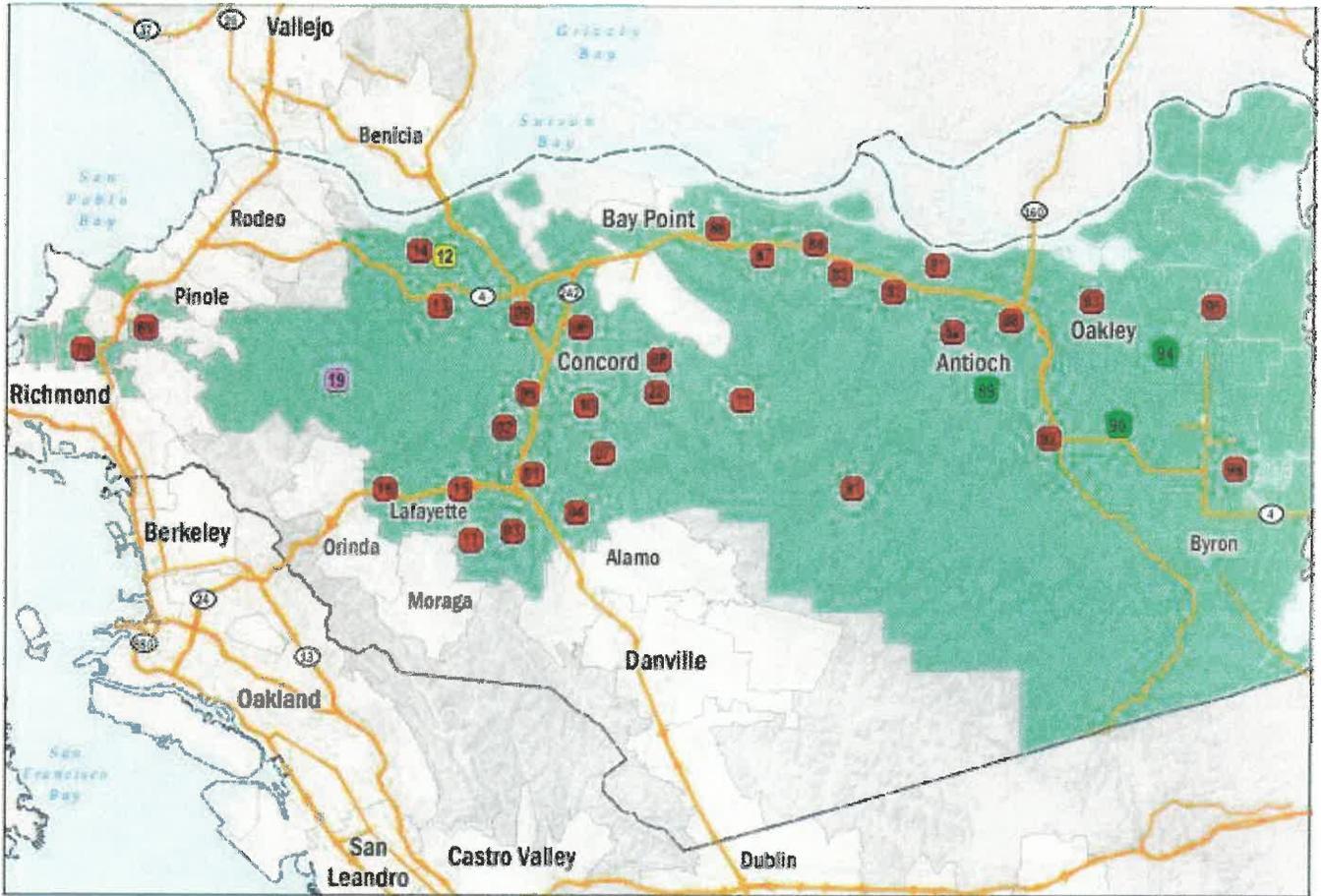


Exhibit C
Service Plan

Contra Costa County Fire Protection District
Contracted Fire Services to City of Pinole
Plan for Services

September 2022

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Executive Summary

In November 2021, the Contra Costa County Board of Supervisors approved certain expenditures of Measure X funds. Included in this decision was an intent to provide \$2 Million in funding from Measure X to assist in providing full funding, when combined with City of Pinole (“PFD”) funds, to reopen Fire Station 74 in Pinole Valley as part of a contract for fire services to be provided by Contra Costa County Fire Protection District (“CCCFPD”) for the full operation of fire, rescue, emergency medical, fire prevention, training, and administration to the City of Pinole.

In May 2022, a consultant was contracted to conduct a fiscal analysis and review of the service plan in accordance with LAFCO requirements for a fire protection contract (CA Government Code 53164). This analysis was completed in July 2022.

Background information related to the contract for service:

- PFD has previously experienced a significant reduction in staffing as a result of the great recession. Fire Station 74 in Pinole Valley was closed in 2011.
- PFD and CCCFPD represent two of the three agencies in the Battalion 7 automatic aid response area. The Rodeo-Hercules Fire Protection District is the other agency included in the current Battalion 7 agreement.
- The contract will provide for the reopening and staffing of Fire Station 74 in Pinole Valley.

The proposal for an out-of-area fire protection contract, with services to be provided by CCCFPD, will reopen a closed fire station and provide staffing, as described in this service plan, to improve fire, rescue, and emergency medical services in the areas served by the contract. Additionally, fire prevention, public education programs, and administrative support functions will be improved and delivered in a consistent manner throughout the proposed service area.

Background and Setting

Legal Context

Applicable Law

This application is being submitted pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq. This application is submitted by the Contra Costa County Board of Supervisors, as the governing board of the Contra Costa County Fire Protection District (CCCFPD), under Government Code section 56134. CCCFPD is enabled under the Fire Protection District Law of 1987 (Health & Safety Code 13800, et seq.).

Environmental Documentation

The proposed contract is Categorically Exempt from CEQA pursuant to 14 CCR 15320. Class 20 consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised.

Summary of Proposed Contract

As agreed by the two agencies and indicated in the Resolution of Application, the Contra Costa County Fire Protection District proposes to provide fire protection services to the City of Pinole, to include all areas of the City of Pinole, through a contract for services, following which, the City of Pinole Fire Department would be dissolved.

Proposed Contract Conditions

1. Provider Agency. Upon and after the Commencement Date of the contract and LAFCO's approval, Contra Costa County Fire Protection District will be the provider of all fire, rescue, emergency medical responses, as well as all fire prevention and fire administration for the City of Pinole.
2. Employees. From and after the Commencement Date of the contract, all employees of the dissolved Pinole Fire Department at the Battalion Chief, Fire Captain, Fire Engineer, and Firefighter rank shall become employees CCCFPD.
3. Duties. CCCFPD, under contract with the City of Pinole, shall function under and carry out all authorized duties and responsibilities assigned to a Fire Protection District as outlined in Division 12, Part 2.7, Chapter 1, Health & Safety Code, Fire Protection District Law of 1987 (commencing with Section 13800) and other applicable laws within the City of Pinole.
4. Service Demand. CCCFPD will continue to staff Fire Station 73 (downtown Pinole) and will reopen and staff Fire Station 74 (Pinole Valley).

History of the Affected Agencies

Contra Costa County Fire Protection District

The Contra Costa County Fire Protection District (CCCFPD) was originally formed in 1964 as a result of the Central Fire Protection District and Mt. Diablo Fire Protection District consolidation. Since then, ten other fire protection districts in the region have merged with CCCFPD.

On July 1, 2022, CCCFPD completed the annexation of the East Contra Costa Fire Protection District.

As of July 1, 2022, CCCFPD's primary service area comprises approximately 555 square miles. More than 150 additional square miles comprise the response area for ambulance service and transport. Data from the U.S. Census Bureau indicates a 2020 resident population of 750,000. About half CCCFPD's jurisdiction is considered "urban," 25% "suburban," and the remaining 25% "rural" or "remote."

Governance

The five-member elected Contra Costa County Board of Supervisors serves as CCCFPD's Board of Directors. The Board oversees the Fire Chief, sets general policies, and approves the budget. The Fire Chief is responsible for the administrative functions and daily operations of CCCFPD.

District Services

CCCFPD is an all-hazards fire district providing traditional fire protection, wildland firefighting, emergency medical services, Advanced Life Support (ALS), ambulance transport, various special operations (e.g., water rescue, hazardous materials response, marine firefighting, technical rescue, etc.), and a comprehensive life-safety and prevention program that includes inspections, a dedicated fire investigation unit, code enforcement, plan reviews, and public education. In 2005, CCCFPD was given an Insurance Services Office (ISO) Public Protection Classification (PPC[®]) score of 3/3Y. The ISO PPC is a standardized fire department classification and ranking system established by the ISO and used by many insurance companies for determining capability of the fire department serving the insured property. CCCFPD is accredited through the Commission on Accreditation of Ambulance Services (CAAS).

Effective with the annexation of the East Contra Costa Fire Protection District in July 2022, and the reopening of Fire Station 4 in July 2022, CCCFPD deploys 34 staffed apparatus from 31 staffed fire stations located throughout the District. An additional three-person company is anticipated to be placed in service in Antioch and another in Brentwood in March 2023. An additional station is utilized for CCCFPD's reserve firefighters and staffed on a rotational basis. CCCFPD operates a wide variety of fire apparatus and ambulances (more detail provided under "Capital Facilities & Apparatus").

CCCFPD follows the National Fire Protection Association (NFPA) Standard 1710 for providing an effective firefighting force of at least 17 personnel on the initial response to a single family

residential structure fire. Across CCCFPD's jurisdiction, the travel time for the full first alarm contingent of 17 personnel is achieved at the NFPA 1710 standard of 12 minutes, 90% of the time, for suburban areas.

Ambulance Transport

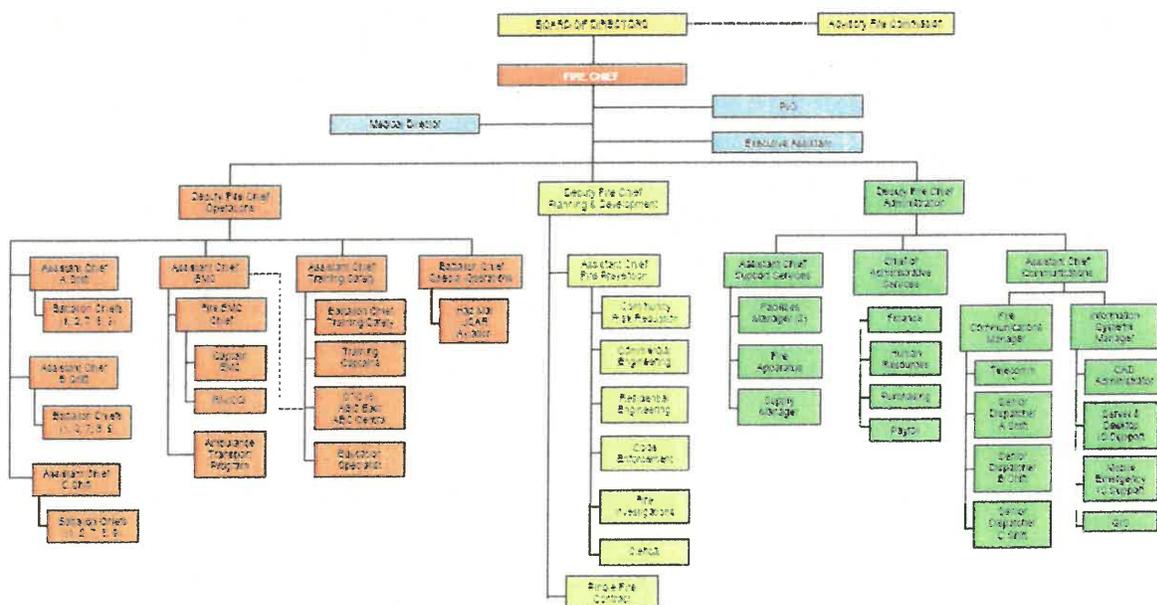
In 2016, CCCFPD developed a unique arrangement with American Medical Response, Inc. (AMR) that they refer to as the "Alliance." The program utilizes AMR EMS personnel to staff CCCFPD's ALS ambulances, assisted by district firefighters certified as EMTs or Paramedics and functioning in a first-responder capacity.

Regional Fire Communications

CCCFPD operates the Contra Costa Regional Fire Communications Center (CCRFCC), which serves as a secondary Public Safety Answering Point (PSAP) for most fire and EMS 911 calls in the County. CCRFCC provides dispatch to its own district, RHFPD, and four other fire agencies. The Center dispatches more than 140,000 emergency and non-emergency fire and EMS incidents annually. CCRFCC's 911 Call-Takers are all certified in Emergency Medical Dispatch through the *International Academies of Emergency Dispatch (IAED)* and provide pre-arrival instructions to callers reporting medical emergencies. In mid-2022 the center will be accredited by the IAED.

CCCFPD Organizational Structure

CCCFPD currently maintains approximately almost 500 funded positions, including staff in the dispatch center. Sixteen of these positions are financed via the District's EMS Transport Fund. The figure below shows the 2022 organizational structure of CCCFPD. As shown, the Fire Chief and Deputy Fire Chiefs supervise seven divisions, each of six managed by an Assistant Fire Chief and one by the Chief of Administrative Services.



Pinole Fire Department

The Pinole Fire Department (PFD) is an all-hazards municipal fire department providing traditional structural fire suppression, wildland firefighting, Advanced Life Support (ALS) level emergency medical services (EMS), rescue, and hazardous materials response. PFD deploys its apparatus and personnel out of Station 73 located in downtown Pinole. It is a partner agency, with the Contra Costa County Fire Protection District (CCCYPD) and the Rodeo-Hercules Fire Protection District (RHFPD), in the Battalion 7 agreement, which enables automatic aid among the three agencies. The department normally operates one fire engine, staffed by a captain, engineer, and firefighter, at least one of which is a certified paramedic. The FY 2022/23 budget for the department is anticipated to be \$5.5 Million.

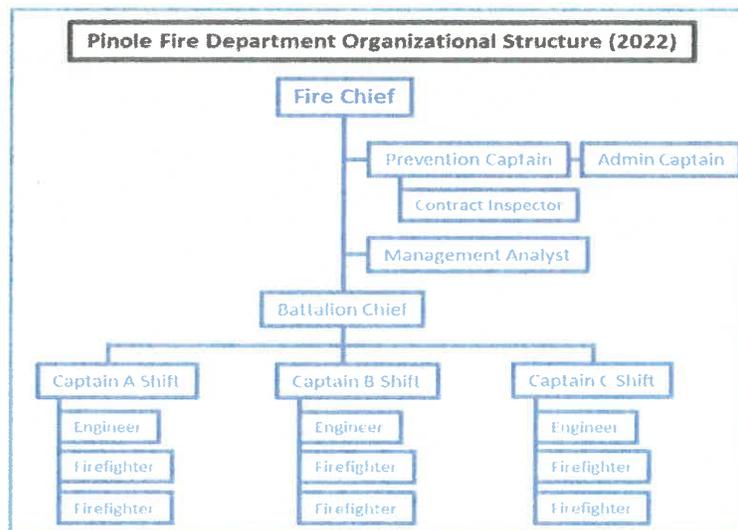
PFD's Fire Prevention Bureau provides inspections, code enforcement, plan reviews, fire investigations, and various public education programs. In addition, the Bureau conducts inspections of public and private properties for compliance with its weed abatement ordinance.

In 2003, Pinole opened a second fire station, Station 74, which was shuttered in 2011 due to unsustainable municipal funding sources.

PFD's Organizational Structure

The Pinole Fire Department employs 17 uniformed and non-uniformed personnel, which includes six Firefighters, three Engineers, five Captains, and one Battalion Chief. The Fire Chief supervises the Battalion Chief, an Administrative Captain, a Prevention Captain, and a Management Analyst. The Battalion Chief is responsible for the B shift operationally, and all three shifts (A, B, and C) administratively (A Shift and C shift operations are overseen by RHFPD and CCCYPD Battalion Chiefs, respectively, under the Battalion 7 agreement). The Prevention Captain supervises a contracted fire inspector.

The following figure illustrates the current 2022 organizational structure of the Pinole Fire Department.

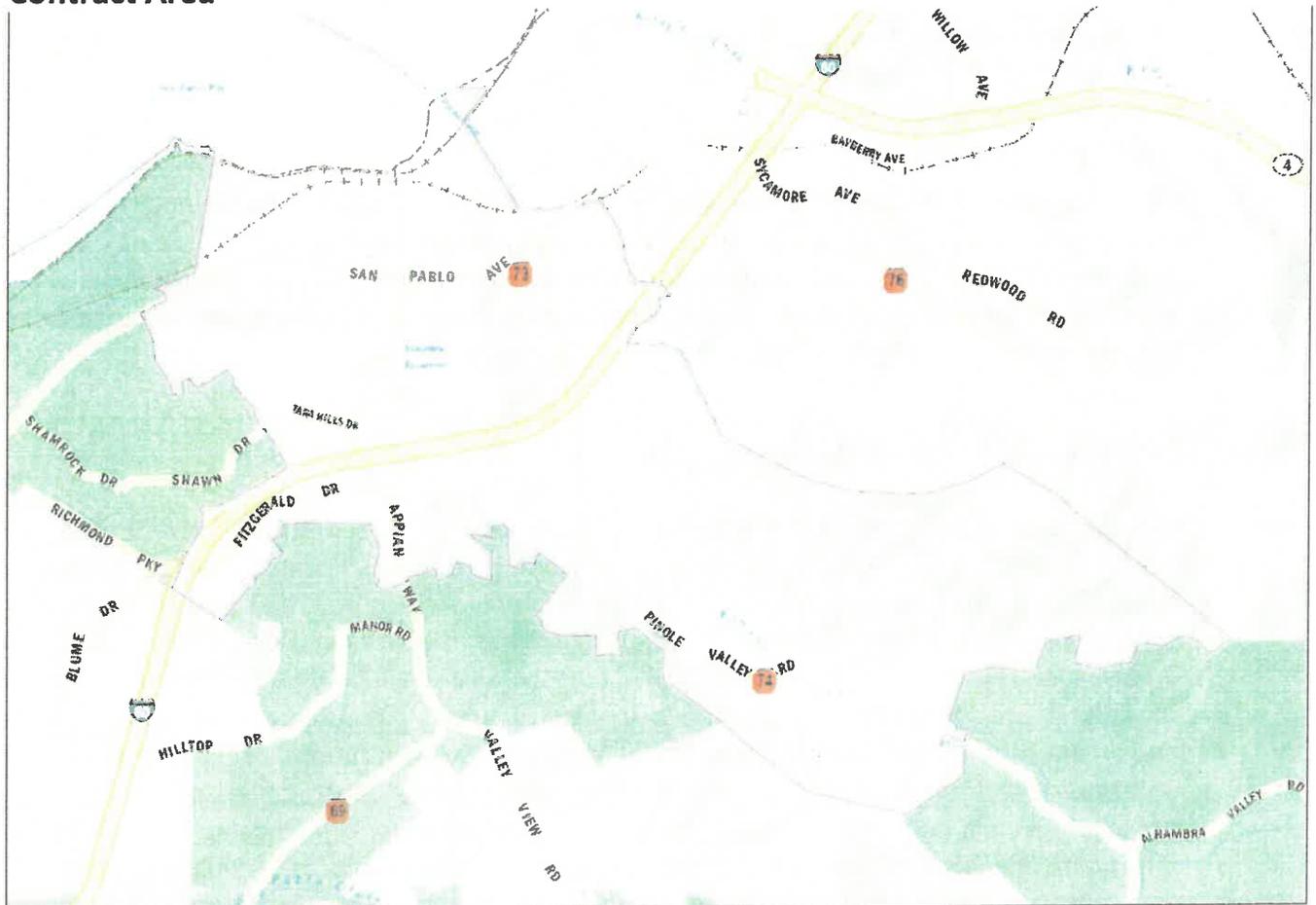


Proposed Contract Territory Description

Boundaries

The image below shows the proposed contract area which consists of the boundaries of the City of Pinole. Upon the effective date of the contract for services, CCCFPD's coverage area will increase by approximately five square miles.

Contract Area



Topography

The contract area contains waterfront, suburban, urban, and rural service areas. The topography spectrum includes flat urban environments as well as wildland-urban interface (WUI) areas in the Pinole Valley hills. The topography is typical of that found throughout the County.

Population

The population of Pinole is approximately 20,000 residents.

Justification

Augmented Service Levels

Within the areas currently served by the Pinole Fire Department there will be increases in total operational resources available by opening and staffing Fire Station 74. This will increase the total available fire companies from one to two within the first months of the contract effective date.

For the Pinole service area, additional enhancements will include access to specialized rescue and firefighting resources not currently provided directly by that city. These include water rescue teams, heavy fire equipment resources such as fire bulldozers, as well as technical rescue apparatus, equipment, and personnel for confined space, trench, and building collapse. Fire and arson investigation services will be enhanced through use of Contra Costa County Fire Protection District's dedicated Fire Investigation Unit.

Fire prevention service will be standardized and, in some cases, augmented beyond the current level of service being provided by the city. Comprehensive community risk reduction, code enforcement, plan review and new construction inspections, and development planning will be provided by full-time personnel. Public education and outreach efforts will be augmented through dedicated CCCFPD staff to perform this important service.

Enhanced Standardization

The combined organization will standardize training delivery of recruit firefighters through the Contra Costa County Fire Protection District's academy. Continued training of firefighters will occur through one Training Division under a consistent, well-staffed, and properly supported system. Operational policies and procedures will become consistent and standardized under one organization. Fire prevention and code enforcement services will be based on one fire code and supporting ordinances throughout the new service area. Procurement of apparatus and equipment will be contained under one standard within the organization, reducing training issues and increasing flexibility in deployment and fleet sustainability. Operational and large incident management will be standardized under the single organization's leadership and emergency management goals and objectives. Responses to incidents, currently at varying levels based on each agency's own service policies, as described above, will become standardized to meet a single standard for deployment.

Standardization of responses across the expanded service area will ensure consistent response levels of equipment and personnel to structure fires, technical rescues, and vegetation or wildland fires matching with the current response matrix for CCCFPD.

Service Efficiency

This contract will increase both the effectiveness and efficiency of the service delivery system and the efficiency of the administrative functions. A challenge often faced by smaller fire service agencies is the necessity of individuals to serve in multiple capacities. An advantage to this contract will be increased administrative and support services available to the contract area (e.g., information technology, human resources, finance, contracts management, fleet maintenance, logistics and supply, etc.).

Operationally, the City and CCCFPD work together with an existing automatic aid agreement. Emergency operations will be further enhanced and efficiencies gained beyond the current automatic aid agreement as one fully functional organization.

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Plan and Description of Services

Services to be Extended

Fire, rescue, and emergency medical services are currently provided by both the City of Pinole and CCCFPD. Fire prevention, community risk reduction, and fire investigation services are provided at different levels in either full-time or contractual arrangements. Administrative and support services are also provided in different formats amongst the agencies. All services would be provided consistent with the current configuration and delivery models within Contra Costa County Fire Protection District. The method to finance the services provided would be through the combined revenue streams of the City of Pinole supplemented by a contribution of Measure X funds through the Board of Supervisors.

The contract would only affect the provision of fire, rescue and emergency medical services within the current boundaries of areas proposed for annexation. The reorganization will not alter or affect other municipal services provided by the City of Pinole.

Current Service Delivery Levels

Service and Staffing Overview

An overview of services provided and description of staffing levels for each of the subject districts was previously discussed in the *History of the Reorganizing Districts* section.

Dispatch/Communications

CCCFPD operates the Contra Costa Regional Fire Communications Center (CCRFCC), which serves as a secondary Public Safety Answering Point (PSAP) for most fire and EMS 911 calls in the County. CCRFCC provides dispatch to its district, plus PFD, and four other fire agencies (Moraga-Orinda FPD, El Cerrito FD, Crockett-Carquinez FPD, and the Rodeo-Hercules FPD). The Center dispatches more than 140,000 emergency and non-emergency fire and EMS incidents annually.

In 2018, the Center made substantial improvements to the system by adding more staff and upgrading radio, telephone, and information technology services.

CCRFCC's 911 Dispatchers and Senior Dispatchers are all certified in Emergency Medical Dispatch through the *International Academies of Emergency Dispatch* (IAED) and provide pre-arrival instructions to callers reporting medical emergencies. In mid-2022 the center will be accredited by the IAED.

Along with CCCFPD staff, CCRFCC houses 13 System Status Management Dispatchers employed by American Medical Response.

Level of Demand

Total 911 Call Volume – City of Pinole

The PFD responded to 1,112 incidents within the City limits in 2021, and had a total of 1,479 responses in 2021. Responses outside the city limits for automatic or mutual aid accounts for the difference in totals.

PINOLE FD RESPONSES

Year	Pinole FD Responses within City limits	Total Pinole FD Responses
2018	1360	1815
2019	1510	1991
2020	1260	1579
2021	1112	1479

The City of Pinole received automatic or mutual aid to 382 incidents in 2021, where there was no PFD response, either due to Engine 73 being already committed to a call or otherwise unavailable for response.

Aid Provided to Pinole with no PFD response

Year	Total
2018	247
2019	293
2020	199
2021	382

The data provided above excludes ambulance-only responses where there was no PFD response.

Response Times

The PFD had an average response time, as calculated from the time of notification at the fire station to arrival at scene, of 7 minutes, 33 seconds in 2021 for all calls within the city limits.

Pinole FD Response Times

Year	Average	90%
2018	7:09	9:57
2019	7:26	10:54
2020	7:29	10:52
2021	7:33	10:50

Response times will be reduced within the city by reopening Fire Station 74 and providing a closer fire unit to the Pinole Valley area of the city. Further, in those instances where a second incident occurs and Engine 73 is already committed, the response time from Fire Station 74 will be less than the current response time of automatic aid resources from other jurisdictions.

The total time for an effective firefighting force to arrive at a structure fire will be reduced with the addition of Fire Station 74, reducing the dependence on a response from an automatic aid engine from farther away.

Pinole FD Facilities

The PFD currently owns two fire stations, of which one is staffed with personnel and apparatus and the other is used to house the Battalion Chief, but has been closed since 2011. Both facilities are in good condition and serviceable and fully capable of supporting their intended use.

Fire Station 73, located in the downtown area, is attached to the City Public Safety Building while Fire Station 74, located in the Pinole Valley area, is a separate detached fire station. It is anticipated there are no significant infrastructure needs for either station. Fire Station 74 is anticipated to need new carpet, flooring, and interior paint with some minor maintenance and repair work.

Fire Department Apparatus

Contra Costa County Fire Protection District

The CCCFPD has a large fleet of frontline engines, aerial apparatus, and support vehicles. Additionally, CCCFPD has a fleet of reserve, or spare, apparatus and additional engines assigned to the Training Division.

Along with its substantial fleet of engines, ambulances, aerials, and other apparatus, CCCFPD maintains a range of special operations vehicles (e.g., hazmat unit, UTVs, command units, fire

boat, rescue boat, etc.) and other equipment utilized for wildland and other operations (e.g., bulldozer, backhoe, dump truck, etc.).

CCCFPD owns multiple pickup trucks, SUVs, and other vehicles but has access to nearly 75 other pickup trucks, staff cars, cargo vans, and assorted miscellaneous vehicles from the “Enterprise Fleet.”

CCCFPD maintains an adequate inventory of reserve engines, aerial apparatus, rescue squads, and other vehicles. The Training Division has been assigned five Type 1 engines along with two aerial apparatus (one being a Quint and the other a tiller), and several other apparatus.

Pinole Fire Department

The following figure lists the current inventory of PFD’s frontline fleet. The City’s apparatus fleet comprises Type 1 (structural) and Type 2 or Type 6 (wildland) engines. The City formerly provided a ladder truck from Fire Station 73, but it was not replaced when taken out of service several years ago.

Pinole FD Frontline Apparatus Inventory (2022)

Unit	Type	Manufacturer	Year	Condition	Features
Engines (Type 1)					
Engine 73	Type 1	Seagrave	2020	Excellent	1500 gpm, 500 gal.
Engine 73A	Type 1	Spartan	2014	Good	1500 gpm, 500 gal.
Engines (Type 3 or Type 6)					
Engine 273	Type 2	Rosenbauer	2008	Good	750 gpm, 500 gal.
Engine 673	Type 6	Ford	2001	Fair	120 gpm, 500 gal.

Collective Apparatus Inventories

The following figure lists the frontline fleet inventories of the two agencies combined.

Collective Inventory of the Fire Districts’ Frontline Fleets (2022)

Fire District	Engines ^A	Aerials	Ambulances	Tenders	Wildland ^B	Others
CCCFPD	49	11	50	3	23	24 ^C
Pinole	2	—	—	-	2	—
Totals:	51	11	50	3	25	24

^AIncludes Type 1 only. ^BIncludes Type 2, 3 & Type 6. ^CApproximate.

In the preceding figure, the “Wildland” category represents Type 2, 3, and 6 apparatus. The “Others” category represents a broad range of vehicles from bulldozers to water craft.

Automatic and Mutual Aid

All agencies participate in local automatic aid agreements. Current automatic aid agreements with the Battalion 7 agencies and Richmond Fire Department will continue, and service will be provided by CCCFPD to those partner agencies. Additionally, local and statewide mutual aid is provided under local agreement or under the California Master Mutual Aid Agreement and will continue to be provided by CCCFPD under this contract.

Public Education Programs

CCCFPD provides a staffed Public Education Unit within the Fire Prevention Bureau. The unit provides the following programs which would be extended to the City of Pinole.

- Carbon Monoxide Alarm installations
- CPR courses
- Elementary School Fire Safety Programs
- Exit Drills in the Home (EDITH)
- Eldercare and safety
- Fire extinguisher use
- Fire safety programs
- Injury and fall prevention
- Juvenile fire-starter program
- Smoke alarm installations
- CERT Fire training
- Firewise Communities
- Wildland fire and evacuation preparedness

Support Services

Apparatus & Vehicle Maintenance

Contra Costa County Fire Protection District

The majority of Contra Costa County FPD’s fleet maintenance is performed internally by the District’s Apparatus Shop. The Fire Apparatus Manager supervises a Fire Service Coordinator, Driver/Clerk, and six Fire Equipment Mechanics (FEM). The FEMs are certified by the *National Institute for Automotive Service Excellence* (ASE) in vehicle repair and the *California Fire Mechanics Academy* (CFMA) to maintain fire apparatus.

Fire Prevention

CCCFPD has a fully staffed prevention bureau (“FPB”). The FPB provides annual inspections in compliance with state mandated inspection programs, high hazard occupancy inspections, fire code operational permit inspections, new construction plan review and inspections, fire sprinkler and fire alarm plan review and inspections, and specialized code enforcement inspections.

New construction plan submittals and plan review services will be provided at the District's main administrative offices in Concord. As with all other cities, FPB staff will coordinate with City Building Department staff for plan reviews, issuance of fire district permits, and field inspections related to new construction.

Annual occupancy inspections for compliance with state mandated programs will be performed by FPB Fire Inspectors. Non-mandated occupancy inspections will be performed in accordance with current FPB practices on a multi-year cycle. Additional inspections, such as those that may be required for issuance of city business license permits, will be coordinated with the city as needed.

Exterior hazard and weed abatement processes will remain with the City. FPB Inspectors will assist with inspections and recommendations for hazard reduction, hazard abatement, and wildfire mitigation. Abatement processes and implementation will remain with the City. The District will coordinate with the City on potential wildland fire mitigation grants that may be available to areas of the City.

Fire-Cause Determination & Investigation

CCCYPD has full-time staff who are certified peace officers with arresting powers and the capacity to perform all functions of a fire-cause investigation. The fire investigation team for CCCYPD conducted almost 900 investigations in 2020. Significant fires, those that include 2nd alarm or greater, fires that involve an injury or fatality, or those that are intentionally set will be investigated by the District's Fire Investigation Unit. The Fire Investigation Unit will coordinate with the City Police Department on all investigations.

Proposed Service Delivery Plan

Service Overview

The District will provide fire, rescue, and first responder emergency medical services, including special operations capabilities, to the City of Pinole in a manner consistent with services provided in the existing Contra Costa County Fire Protection District. Full-time and full-service fire prevention and fire investigation services, along with internal apparatus and fleet maintenance programs, administrative and support services will be provided. An increase in service level due to the reopening of Fire Station 74 is anticipated within the first 90 days of the effective date of the contract.

Staffing

Additional firefighters and fire, rescue, and emergency medical services response capacity will be deployed as a result of this contract from Fire Station 74. This will double the 24-hour staffing of firefighters within the City. Existing fire prevention and administrative capacity in the District will be used to carry out related activities within the City under the scope of services outlined in the contract.

Dispatch/Communications

There would be no changes to dispatch and emergency communications. There would be increased support provided by Contra Costa County Fire Protection District staff for radio and communication servicing, repairs, and radio programming under the contract.

Level of Demand

It is anticipated that immediately following the effective date of the contract demand for services, as defined by calls for service, would total the sum of the existing demand in the two service areas (City and District). In subsequent years, demand would likely increase within the city in conjunction with anticipated population increases, new development and infrastructure, and other factors influencing need for fire protection, rescue, and EMS services.

Response Times

Current response times would be significantly improved in the areas served by the PFD with the opening of Fire Station 74. As a result of this, the reliance on units from Rodeo-Hercules should be reduced, increasing response reliability and availability of those units. Response times within the surrounding areas of CCCFPD would also be improved by the reopening of Fire Station 74. Instances where CCCFPD or Rodeo-Hercules FPD stations are uncovered due to responses into Pinole will be reduced proportionally.

Automatic and Mutual Aid

CCCFPD will continue to support automatic and mutual aid commitments at the local level. The ability to respond to regional and statewide mutual aid would be enhanced by additional capacity and personnel.

Public Outreach/Education

Public education and public information services would be provided with dedicated staff of the already existing Contra Costa County Fire Protection District.

Fire Prevention

Fire prevention will be provided through the District's Fire Prevention Bureau with its 22 Fire Inspectors and Fire Prevention Captains. Fire investigations will be provided through the full-time dedicated staff of the District's Fire Investigation Unit consisting of four uniformed Fire Investigators and one Captain. CCCFPD will conduct annual occupancy inspections of all state-mandated facilities within the city and provide new construction plan review and related inspections for all new construction projects within the city.

Fire Code Adoption

The City already adopts a fire code with amendments that are identical to CCCFPD. CCCFPD will work with city staff to effect the adoption of the fire code for the triennial period with an effective date of January, 2023.

Administration

CCCFPD would provide a 13% administrative/support staffing to line staffing based on current staffing levels. This is consistent with similarly sized organizations.

Maintenance

Vehicle maintenance would be performed by the Contra Costa County Fire Protection District apparatus shop. This will increase consistency and uniformity in quality by ASE certified fire mechanics.

Training

Training of recruit firefighters will be conducted through the Contra Costa County Fire Protection District academy. This state Accredited Local Academy will increase consistency in the training provided and the quality and capability of the recruits who will become firefighters serving the various communities of the combined organization upon graduation.

Continuing training will be delivered using the systems developed under the Contra Costa County Fire Protection District's Training Division.

In 2021 the Training Division increased staffing by adding one 40-hour Training Captain and one training specialist. In mid-2022, the Training Division will increase the deployment of Shift Training Captains, who also provide incident based safety officer response, from one to two per 24-hour shift.

Personnel/Recruitment

Recruitment processes will be standardized under the current practices of the Contra Costa County Fire Protection District based on existing district practices and policies

Level and Range of Proposed Services

Capacity Availability

Current capacity will be increased in the areas served by the contract. The previously closed fire station will be reopened serving the City of Pinole and adjoining communities under automatic aid agreement. Capacity within the fire prevention bureau will be evaluated on an ongoing basis, as is the current practice, to match staffing with service demand, particularly given potential development and new construction trends.

Willingness to Serve

Contra Costa County Fire Protection District is prepared to serve the areas under the proposed contract. The ability to serve the new areas is complemented by additional personnel and the reopening of Fire Station 74 through dedicated Measure X funding.

Service Adequacy

The level of service provided in the City of Pinole will be consistent with current CCCFPD practices, policies, and standards for fire, rescue, and emergency medical services, as well as fire prevention, fire investigation, and training.

Infrastructure Needs/Planned Improvements

There are no significant infrastructure needs.

Facilities

The City will retain ownership of all facilities (Fire Station 73 & Fire Station 74) with the District leasing those facilities for \$1 per year. The City will be responsible for utilities, maintenance, and repair costs of the facilities. The Fire District Facilities Manager will work closely with city staff regarding necessary repairs, ongoing maintenance, and other facility related issues. There are no significant upgrades anticipated for either facility.

Apparatus

The District will provide one Type 1 engine and one wildland engine (Type 3 or Type 6) at each fire station. An appropriate vehicle for the Battalion Chief will be provided. Reserve apparatus will be provided, as necessary, due to maintenance or out-of-service issues through the existing District fleet.

The City will transfer ownership of the apparatus and vehicles to the District. The District will be responsible for all maintenance, repair, and scheduled replacement of the apparatus in a manner consistent with District standards. Replacement costs of apparatus are factored into the annual contract amount and it is anticipated the District will need to replace one Type 6 engine within the next 24 months, one Type 3 engine within the next five years, and one Type 1 engine within five to seven years. The total anticipated cost of replacing this apparatus is approximately \$1,650,000.

Equipment

The City will transfer ownership of all fire, rescue, and emergency medical equipment to the District. The District will be responsible for all maintenance, repair, and scheduled replacement of the equipment in a manner consistent with District standards.

Transition Plan

Apparatus and Equipment Transfer

All PFD equipment and apparatus existing as of the contract commencement date which are owned by the City of Pinole shall be transferred to the Contra Costa County Fire Protection District under the conditions outlined in the contract for service.

Fire Station 74 Staffing

It is anticipated Fire Station 74 will be reopened on March 1, 2023 to coincide with the addition of personnel through the CCCFPD Academy 58 which graduates in mid-February, 2023.

Personnel and Employment Agreements

All personnel from PFD at the Battalion Chief, Captain, Engineer, and Firefighter rank are planned to be absorbed into CCCFPD as of the effective date of the contract. Personnel will be transitioned into positions matched with their current job descriptions. CCCFPD will work with impacted labor groups and County HR representatives to determine appropriate salary steps, actions, and processes to perform a smooth transition of all impacted personnel.

Information Required Pursuant to Government Code Section 56134(e)

1) The total estimated cost to provide the new or extended fire protection services in the affected territory.

The total costs are estimated at \$7.5 million annually based on FY 2022-23 budget.

	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Personnel Costs	\$2,540,000	\$2,616,200	\$2,694,686	\$2,775,527	\$2,858,792	\$2,944,556
Employee Benefits	\$3,461,572	\$3,738,498	\$4,037,578	\$4,360,584	\$4,709,430	\$5,086,185
Materials and Supplies	\$173,872	\$187,782	\$202,804	\$219,029	\$236,551	\$255,475
Equipment Replacement	\$305,000	\$320,250	\$336,263	\$353,076	\$370,729	\$389,266
Communication Center Allocation	\$172,498	\$179,398	\$186,574	\$194,037	\$201,798	\$209,870
Administration Allocation	\$648,044	\$686,927	\$728,142	\$771,831	\$818,141	\$867,229
Total Operating Costs	\$7,300,986	\$7,729,054	\$8,186,046	\$8,674,082	\$9,195,442	\$9,752,581
Measure X Allocation*	\$2,000,000	\$2,080,000	\$2,163,200	\$2,249,728	\$2,339,717	\$2,433,306
Net Costs of CCCFPD Contract	\$5,300,986	\$5,649,054	\$6,022,846	\$6,424,354	\$6,855,725	\$7,319,275

*Includes maximum 4% escalator for Measure X contributions

2) The estimated cost of the new or extended fire protection services to customers in the affected territory.

It is estimated that extending fire protection services would increase current costs by \$0 - \$250,000. The current Pinole fire budget of approximately \$5.5M annually, augmented by the annual \$2M County Measure X allocation, would fund \$7.5M annually for extended services under the proposed contract. Approximately \$250,000 of costs related to building maintenance, utilities, and fire fuel (vegetation) management will remain with the City; however, these costs are balanced by terms in the contract that benefit the City (such as vehicle replacement), which are not currently included in the City's annual fire budget forecasts. There are no new costs anticipated to be borne by the residents of the City of Pinole under the conditions contained in the contract. Existing revenue sources of the City combined with an annual Measure X contribution are estimated to cover the costs of services.

3) An identification of existing service providers, if any, of the new or extended services proposed to be provided and the potential fiscal impact to the customers of those existing providers.

The City of Pinole, through its fire department, provide existing fire protection services except that Fire Station 74 has been closed since 2011. There are no new costs anticipated to be borne by the residents of the City of Pinole under the conditions contained in the contract. Existing revenue sources of the City combined with an annual Measure X contribution are estimated to cover the costs of services.

4) A plan for financing the exercise of the new or extended fire protection services in the affected territory.

The extended fire services under the proposed contract will be funded by the City's payment of the anticipated direct and indirect costs incurred by the District for providing fire protection services in the City (which is anticipated to be similar to the approximate \$5.5M spent annually by the City on fire protection services), augmented by a \$2M allocation of Measure X funds from the County, adjusted annually to offset cost increases.

5) Alternatives for the exercises of the new or extended fire protection services in the affected territory.

None – extended services and Measure X funding to support the same are contingent upon the contract agreement.

6) An enumeration and description of the new or extended fire protection services proposed to be extended to the affected territory.

Under the proposed contract for out-of-area fire protection services provided by the District, the District would provide fire, rescue, and emergency medical services (EMS) response services, fire prevention and fire investigation services, training, and typical fire department administrative services within the City limits. The District would continue operating the currently operational City Fire Station 73 and would reopen the currently closed City Fire Station 74. The District would staff each station as described in the service plan to improve fire, rescue, and emergency medical services in the areas served by the contract.

7) The level and range of new or extended fire protection services.

Under the proposed contract, the District would provide the extended services (i.e., fire, rescue, and emergency medical services (EMS) response services, fire prevention and fire investigation services, training, and typical fire department administrative services within the City limits) at the same levels of service as provided by the District within its own service area. The District would continue operations at the one fire station that is currently open within the City, Fire Station 73, and reopen and staff the currently closed second fire station, Fire Station 74, in the City. This level of service would represent an increase in fire, rescue, and emergency medical services in the City (and the immediately surrounding unincorporated areas) due to the reopening of station 74 and increased staffing.

8) An indication of when the new or extended fire protection services can feasibly be extended to the affected territory.

Projected implementation of extended services to the affected territory is March 1, 2023 (the “operational date”).

9) An indication of any improvements or upgrades to structures, roads, sewer or water facilities, or other conditions the public agency would impose or require within the affected territory if the fire protection contract is approved.

None.

10) Determination supported by documentation that the proposed fire protection contract meets either of the 25% thresholds.

It is anticipated that the current City employees with the Fire Department, with the exception of the Fire Chief (who will retire) and one administrative support position (who will remain with the City), will become District employees upon the operational date of the proposed contract and the reopening of Pinole Station 74, thus exceeding the 25% threshold for affected employees. Additionally, under the proposed contract, responsibility for providing fire protection services will be transferred from the City to the District in 100% of the area within City boundaries, which exceeds the 25% threshold for providing fire protection services within the jurisdictional boundaries of the City.

Exhibit D
Independent Fiscal Analysis

COMPREHENSIVE FISCAL ANALYSIS

Independent fiscal analysis of the proposed cooperative fire service agreement between the City of Pinole, CA, and Contra Costa County Fire Protection District. The purpose of the report is to estimate and compare the cost of service between similar agencies and forecast the expected impact to Pinole. This report is a required diligence item as part of the application to LAFCO and is intended to aide in the local decision-making process.

City of Pinole,
California





October 5, 2022

This Independent Comprehensive Fiscal Analysis (“analysis”) was prepared for the City of Pinole, California (“City”) as its officials navigate the decision of whether to enter a cooperative shared services fire protection agreement with Contra Costa County Fire Protection District (“CCCFPD”). Per the Contra Costa County Local Agency Formation Commission (“LAFCO”), the initiation process includes a variety of required steps and due diligence items the City of Pinole must complete prior to applying for collaborative fire protection. Specifically, the State of California Government Code Section 56134 requires a submission of an independent fiscal analysis to ascertain whether the financial terms of the service contract are feasible and sustainable. The specific scope of this independent fiscal analysis must review and document all the following:

1. A thorough review of the plan for services submitted by the public agency.
2. Analysis of how the costs of the existing service provider compare to the costs of services provided in service areas with similar populations and of similar geographic size that provide a similar level and range of services and make a reasonable determination of the costs expected to be borne by the public agency providing new or extended fire protection services; and
3. Any other information and analysis needed to support the proposal.
4. Evaluation that the proposed affected territory is expected to receive revenues sufficient to provide public services and facilities and a reasonable reserve during the three fiscal years following the effective date of the contract or agreement between the public agencies to provide the new or extended fire protection services.

Our analysis was completed using budgetary, census, and departmental statistics that were publicly available on the individual units’ websites or data portals. We completed a thorough review of the plan for service and supporting documents during the month of June 2022 and communicated with city, county, and fire leadership officials on clarifying questions at that time over multiple worksessions. A list of the comparative agencies was selected with the assistance of city officials on June 15th . Assumptions were used in the estimation of certain direct and indirect costs and are noted within the contents of the report. It is our goal to be conservative in forward looking estimates while also illustrating what the potential fiscal impact may likely be from the proposed cooperative fire service plan. I can be reached at Adam@StoneMunicipal.com or at (317) 476-2826 for questions or additional information as needed.

Sincerely,

Adam D. Stone

Adam D. Stone, CPA

Stone Municipal Group | Municipal Advisor | Principal-in-charge

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Executive Summary

In November, 2021 the County Board of Supervisors approved certain expenditures of Measure X funds. Included in this decision was an intent to provide \$2 Million in funding from Measure X to assist in providing full funding, when combined with City of Pinole (“PFD”) funds, to reopen Fire Station 74 in Pinole Valley as part of a contract for fire services to be provided by Contra Costa County Fire Protection District (“CCCFPD”) for the full operation of fire, rescue, emergency medical, fire prevention, training, and administration to the City of Pinole.

Background information related to the contract for service:

- Fire Station 74 in Pinole Valley was closed in 2012.
- The proposed service plan will provide for the reopening and staffing of Fire Station 74.

Purpose of Report

This report was prepared to assist the City of Pinole with the Contra Costa County Local Agency Formation Commission (“LAFCO”) process related to contracting with another unit or agency of local government to provide fire contractual services. An independent fiscal report is required and outlined by the State of California Government Code Section 56134 to ascertain whether the financial terms of the service contract are feasible and sustainable. To comply with the requirements, our firm completed a detailed and thorough review of the proposed service plan, comparable costs, and other documentation that outlines the proposed plan to contract with CCCFPD to provide fire service to City of Pinole residents.

How to Use Navigate & Use Report

This report is prepared for external technical financial review purposes and is not intended to argue one method over another. This report does not make a recommendation or advice regarding negotiation terms, plan for service proposals, or details into day-to-day fire operations. This report is intended to project the most likely budget and financial outcomes of the options available to the City of Pinole and provide stakeholders with information to make an informed decision. As such, readers of this report are encouraged to review the table of contents to select areas of interest. The report is organized into broad sections to comply with California Government Code Section 56134.

Plans and Document Review

This report was prepared using estimates, calculations, and management plans that were made available during June and July 2022. Specifically, we completed a detailed review of the CCCFPD proposed station budgets, proposed Pinole Fire Plan for Services, proposed staffing standards, staffing growth plans, position cost schedules, and operating statistics.

In addition to the plans for service and management reports, we reviewed the City of Pinole’s line-item budgetary and financial documents for fiscal years 2018-2022. We also reviewed the most recent CalPERS Annual Valuation Report for Pinole City safety. (i.e. Safety & PEPR Fire Safety) The FY21 report was not yet published at the time of this report. Therefore, all CalPERS related estimates are dated as of June 30, 2020.

Comparative entity data was sourced through publicly available data on comparable entities which included annual adopted budgets, annual reports, and Census data. For the comparison entities, major assumptions include Fire runs (incidents), staffing levels, and budgetary estimates.

Certain assumptions were made to project future cost of operations under different scenarios. To assist in this forecast, we enlisted the help of the report review team to help create growth plans into our forecast. The core report review team consisted of the following individuals:

- City of Pinole
 - Chief Chris Wynkoop
 - Ms. Markisha Guillory
- Contra Costa County Fire Protection District
 - Chief Lewis Broschard
- Contra Costa County
 - Mr. Adam Nguyen
 - Mr. Paul Reyes

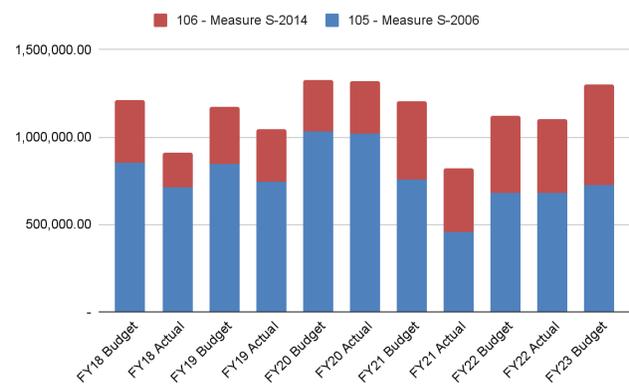
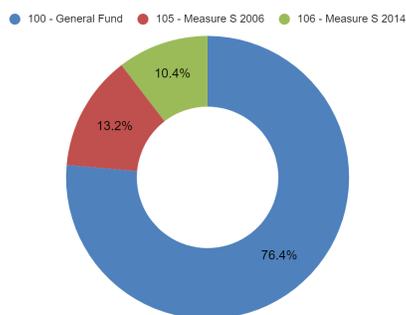
With the help of this group, we were able to prepare a seven-year capital improvement plan for the City of Pinole Fire Department that incorporates apparatus replacement, facility improvements, and necessary equipment needs. While an estimate, this plan will allow us to better compare the scenarios as they more accurately reflect the complete cost of operating the Fire Department long term. Note, the CCCFPD budget scenario assumes an annual programmatic apparatus replacement of \$250,000 per year. The City of Pinole Capital Improvement Plan (“CIP”) assumes a non-programmatic “pay-as-you-go” apparatus replacement project which results in large swings in the annual capital budget. Comparing the CCCFPD to the average annual capital outlay amount creates a better comparison. The average across all categories is \$417,286 per year including building improvements. (i.e. FY 24 - FY 30)

Project	Description	Funding Source	Budget Line Code	Today's Cost	Plan Year No.							Fire Dept. Total		
					0	1	2	3	4	5	6		7	
FF&E-Vehicles	Replace Staff Vehicle (Chief & Battalion)	Budget-Cash	47104	\$68,600		\$72,000				\$83,500				\$155,500
FF&E-Equipment	Station 74 Generator	Budget-Cash	47101	\$4,000	\$4,000									\$4,000
FF&E-Improvements/Building	Based on 3-Yr Average	Budget-Cash	47105	\$45,000		\$47,250	\$49,500	\$52,000	\$54,500	\$57,250	\$60,000	\$63,000	\$63,000	\$383,500
FF&E-Equipment	Misc. Equipment	Budget-Cash	47101	\$20,000		\$21,000	\$22,000	\$23,000	\$24,250	\$25,500	\$26,750	\$28,000	\$28,000	\$170,500
FF&E-Computer Equipment	Based on 3-Yr Average	Budget-Cash	47102	\$3,000		\$3,250	\$3,500	\$3,750	\$4,000	\$4,250	\$4,500	\$4,750	\$4,750	\$28,000
FF&E-Furniture	Based on 3-Yr Average	Budget-Cash	47103	\$2,500		\$2,750	\$3,000	\$3,250	\$3,500	\$3,750	\$4,000	\$4,250	\$4,250	\$24,500
FF&E-Equipment	Type VI Grass Rig	Budget-Cash	47101	\$275,000				\$318,250						\$318,250
FF&E-Equipment	Type III Wildland Engine	Budget-Cash	47101	\$450,000						\$574,250				\$574,250
FF&E-Equipment	Type I Front-Line Engine	Budget-Cash	47101	\$900,000									\$1,266,500	\$1,266,500
				\$1,625,000	\$4,000	\$146,250	\$78,000	\$400,250	\$169,750	\$665,000	\$95,250	\$1,366,500	\$2,925,000	

Analysis of Existing Service Provider Cost

The City of Pinole Fire Department Budget is sourced by multiple governmental funds. The funds reviewed are General Fund, 2006 Measure S Fund, 2014 Measure S Fund, Equipment Reserve, and the Growth Impact Fund. We reviewed combined actual and budgeted results for fiscal years 2018, 2019, 2020, 2021, 2022, and 2023. Below is a categorical summary which shows combining current and historic results for the Fire Department.

Category	2017-2018 Actual	2018-2019 Actual	2019-2020 Actual	2020-2021 Actual	2021-2022 Actual	2022-2023 Total Budget
Category: 32 - INTERGOVERNMENTAL REVENUES	\$47,026	\$57,026	\$47,026	\$46,937	\$46,937	\$47,026
Category: 33 - LICENSES AND PERMITS	\$67,307	\$101,163	\$54,436	\$74,600	\$273,396	\$301,922
Category: 38 - MISCELLANEOUS REVENUE	\$0	\$1,190	\$1,071	\$110,484	\$139	\$1,746
Category: 39 - OTHER FINANCING SOURCES	\$10,000	\$0	\$0	\$0	\$0	\$0
REVENUE TOTAL	\$124,333	\$159,379	\$102,533	\$232,022	\$320,472	\$350,694
Category: 40 - SALARIES AND WAGES	\$1,832,416	\$1,878,300	\$2,182,339	\$2,205,603	\$2,560,590	\$2,663,740
Category: 41 - EMPLOYEE BENEFITS	\$604,578	\$860,471	\$1,038,920	\$1,097,045	\$1,341,532	\$1,602,331
Category: 42 - PROFESSIONAL/ADMINISTRATIVE SERVICES	\$637,373	\$640,483	\$684,184	\$857,617	\$560,089	\$843,700
Category: 43 - OTHER OPERATING EXPENSES	\$55,366	\$52,691	\$61,102	\$69,773	\$74,494	\$53,600
Category: 44 - MATERIALS AND SUPPLIES	\$43,413	\$26,969	\$65,351	\$48,148	\$84,323	\$66,000
Category: 46 - INTERFUND/INTERDEPARTMENTAL CHARGES	\$111,353	\$61,593	\$212,462	\$197,543	\$215,152	\$281,057
Category: 47 - ASSET ACQUISITION, IMPROVEMENT, DISPOSAL	\$0	\$168,113	\$200,019	\$954,080	\$10,905	\$4,000
Category: 48 - DEBT SERVICE	\$70,433	\$70,433	\$70,433	\$0	\$0	\$0
EXPENSE TOTAL	\$3,354,931	\$3,759,053	\$4,514,810	\$5,429,808	\$4,847,084	\$5,514,428
NET TO BE COVERED BY GENERAL REVENUES	-\$3,230,598	-\$3,599,674	-\$4,412,277	-\$5,197,786	-\$4,526,612	-\$5,163,734



Source: City of Pinole financial reports and budget documents provided July 14, 2022. (unaudited)

Comparison of Existing Service Provided to Similar Entities

Entity Selection

Part of the LAFCO process is to conduct comparative cost analysis. For this report, we selected comparison entities that were similar in population and geographic size. (i.e., land area) Additionally, we looked at entities that provide a similar range and level of service. We selected fire runs, number of stations, and staffing level as indicators for range and level of service. Lastly, we selected comparable entities of differing government structure and fire service. As each entity is different, the data for each was normalized to produce as close to an “apples-to-apples” comparison as possible. Therefore, the data was normalized on per capita, per full-time firefighter, and per run incident metrics to help in the comparability. It should be noted that comparing public safety departments on an apples-to-apples basis is extremely challenging as run data can be grossly under or over inflated due to different entities counting runs differently. (e.g. EMS, apparatus dispatched, etc.) For the purposes of this report, we are taking the publicly available data at face value and make no opinion on the type of runs reported.

Entity Comparison

Category	Agency-Wide			Comparable Entities			
	Contra Costa	Pinole City	El Cerrito City	Mill Valley	Albany	Rodeo Hercules FPD	Benicia
Population estimates (1)	625,000	18,821	25,845	14,105	19,488	35,744	26,819
Land Area - Square Miles (2)	304	5.1	3.7	4.8	1.8	10.2	12.8
Fire Runs - Incidents (3) (4)	82,561	1,624	3,010	1,888	1,850	2,888	2,761
Service Level:							
Stations (3) (4)	26	1	2	2	1	2	2
Fulltime Firefighters (3) (4)	355	15	36	26	18	18	30
Fulltime Firefighters per 1,000 residents	0.57	0.80	1.39	1.84	0.92	0.50	1.12
Fire Runs per 100 residents	13.21	8.63	11.65	13.39	9.49	8.08	10.29
Population per square mile	2,056	3,690	7,042	2,951	10,887	3,515	2,094

Source:

- 1.) United States Census - July 1, 2021 (V2021) Population Estimates as collected by the five-year American Community Survey data. (2016-2020)
- 2.) United States Census - Population per square mile, 2020.
- 3.) Fire department websites, 2021 annual reports, and operational plans where available.
- 4.) Contra Costa, El Cerrito, and Rodeo fire incidents provided by CCCFPD dispatch.

Notes:

Budget Comparison (FY2022 Adopted Budget)

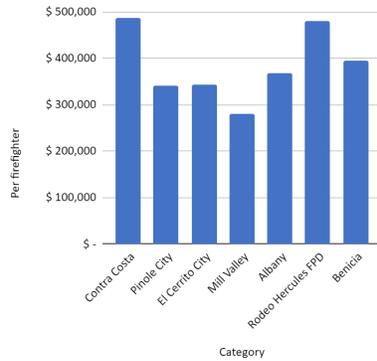
Assumes (2) civilian positions for Mill Valley listing. SMFPD listed 4,720 fire incidents in FY21. Assumes 40% of runs allocated to Mill Valley.

Rodeo Hercules FDP includes Census Designated Place ("CDP") population estimates.

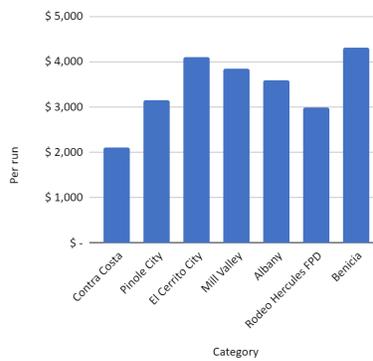
Comparison of Existing Service Provided to Similar Entities (Cont.)

Budget Comparison

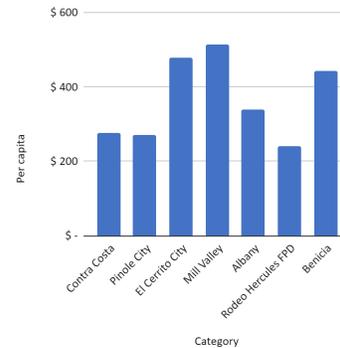
FY22 Budget Per Full-time Firefighter



FY22 Budget Per Run



FY22 Budget Per Capita



Category	Contra Costa	Pinole City	El Cerrito City	Mill Valley	Albany	Rodeo Hercules FPD	Benicia
Salaries & Benefits	127,023,000	\$ 3,826,010	\$ 11,084,920	\$ 6,011,043	\$ 5,197,300	\$ 7,121,509	\$ 9,442,290
Services & Supplies	18,964,000	1,193,632	1,226,382	1,256,970	580,840	1,218,423	1,175,940
Capital Outlay	3,498,000	72,600	37,100	-	-	20,500	810,700
Debt Service	-	-	-	-	-	269,114	-
Other Financing Uses	14,057,000	-	-	-	843,755	-	196,630
Special Items	9,182,000	-	-	-	-	3,420	238,600
Total Adopted Budgets	\$ 172,724,000	\$ 5,092,242	\$ 12,348,402	\$ 7,268,013	\$ 6,621,895	\$ 8,632,966	\$ 11,864,160

Normalized Expenditures:

Per Capita	\$ 276	\$ 271	\$ 478	\$ 515	\$ 340	\$ 242	\$ 442
Per Firefighter	\$ 486,546	\$ 339,483	\$ 343,011	\$ 279,539	\$ 367,883	\$ 479,609	\$ 395,472
Per Run	\$ 2,092	\$ 3,136	\$ 4,102	\$ 3,850	\$ 3,579	\$ 2,989	\$ 4,297

Source:

- 1.) United States Census - July 1, 2021 (V2021) Population Estimates as collected by the five-year American Community Survey data. (2016-2020)
- 2.) United States Census - Population per square mile, 2020.
- 3.) Fire department websites, 2021 annual reports, and operational plans where available.
- 4.) Contra Costa, El Cerrito, and Rodeo fire incidents provided by CCCFPD dispatch.

Notes:

Budget Comparison (FY2022 Adopted Budget)

Assumes (2) civilian positions for Mill Valley listing. SMFPD listed 4,720 fire incidents in FY21. Assumes 40% of runs allocated to Mill Valley.

Rodeo Hercules FDP includes Census Designated Place ("CDP") population estimates.

Comparable entities selected by City of Pinole.

Scenarios Overview

For the comparison of current service level (“Scenario One”) and CCCFPD cooperative agreement (“Scenario Two”) we made several significant assumptions. First we calculated the most likely cost projections under the two primary options being considered; 1.) Continuation of “in-house” Pinole Fire Department service to operate one station, and 2.) Contractual Service for Fire Service with CCCFPD to operate two stations. Within each scenario we also calculated the worst case and best case scenarios to illustrate the sensitivity based on different assumptions. (e.g. inflation, Measure X allocations, economic conditions)

Scenario 1 - Continuation of Current Service Level

In this scenario we assumed no transition to CCCFPD and no change in existing level of service. (i.e. stations or staffing) This scenario forecasts operating and capital expenditures for the budget periods FY 2022/23 – 2029/30.

- Budget estimates based on FY 2022-23 Fire Department combined budget of \$5,514,428. (General, Measure S 2006, and Measure S 2014 funds.)
- Assumes no growth in existing staffing or funded staffing levels. (17 current FTEs)
- Assumes six percent (6%) annual increase in salary and wages. (e.g., 3% cost of living increase and 3% market equity increase)
- Assumes employee benefits remain constant as a percentage of gross salaries and wages.
- Assumes a stair-stepped inflation of eight percent to five percent (8% - 5%) annual increase in materials, supplies, and services due to rising prices.
- Assumes an initial \$146,250 capital outlay expenditures. (e.g., equipment replacement, vehicle replacement, and station improvements)
- Assumes a seven-year capital improvement plan of \$2,925,000, average of \$417,286 per year including facility and computer equipment. The average vehicle and apparatus replacement need is estimated at \$292,875 per year. To help with apples-to-apples comparison we have assumed a level sinking fund replacement to smooth out large budget differences in future years.
- Assumes five percent (5%) annual increase in capital expenditures due to rising prices.
- Includes communication and weed abatement.

Expected Costs of Current Service Level (“Most Likely”)

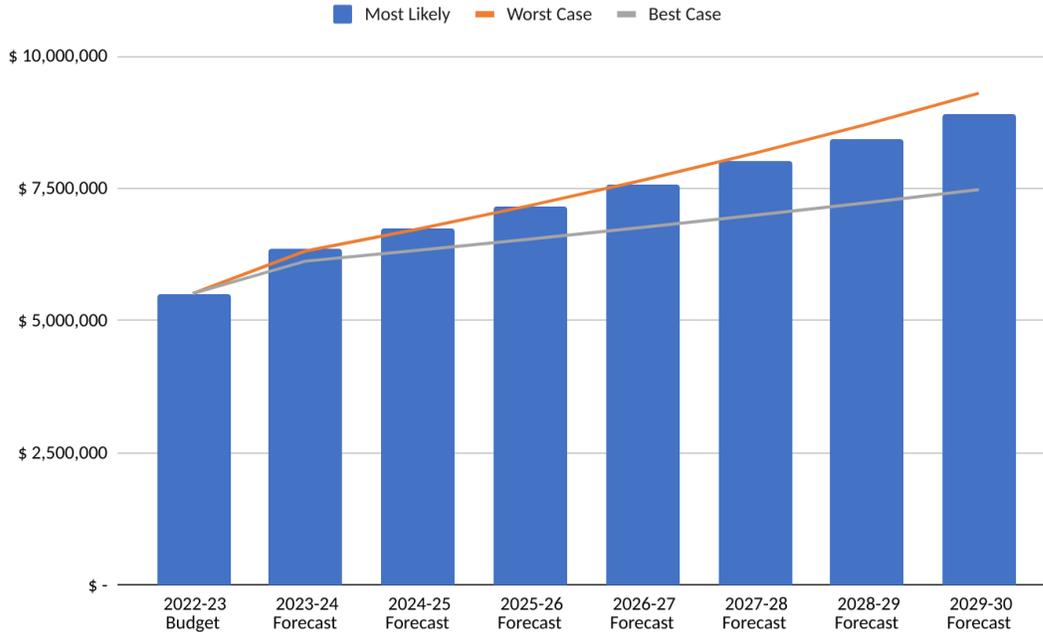
If the City of Pinole chooses to not enter into a cooperative fire agreement with CCCFPD, 100% of current employee salary and employee benefit costs will remain in the City’s budget. The current level of service does not include any of the recommendations outlined in the capital improvement plan.

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
	Budget	Forecast						
Budget Forecast:								
Personnel Cost (Salaries and Wages)	\$ 2,663,740	\$ 2,823,564	\$ 2,992,978	\$ 3,172,557	\$ 3,362,910	\$ 3,564,685	\$ 3,778,566	\$ 4,005,280
Employee Benefits:								
PERS Retirement (~40%)	\$ 1,105,953	\$ 1,129,426	\$ 1,197,191	\$ 1,269,023	\$ 1,345,164	\$ 1,425,874	\$ 1,511,426	\$ 1,602,112
Employee Medical-Active (~15%)	\$ 285,646	\$ 423,535	\$ 448,947	\$ 475,884	\$ 504,437	\$ 534,703	\$ 566,785	\$ 600,792
Workers Compensation (~5%)	\$ 138,122	\$ 141,178	\$ 149,649	\$ 158,628	\$ 168,146	\$ 178,234	\$ 188,928	\$ 200,264
Other Employee Benefits (~3%)	\$ 72,610	\$ 84,707	\$ 89,789	\$ 95,177	\$ 100,887	\$ 106,941	\$ 113,357	\$ 120,158
Other Operating Expenses	\$ 1,244,357	\$ 1,343,906	\$ 1,451,418	\$ 1,567,531	\$ 1,677,259	\$ 1,777,894	\$ 1,866,789	\$ 1,960,128
Capital Outlays	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Improvement Plan	\$ -	\$ 417,000	\$ 417,000	\$ 417,000	\$ 417,000	\$ 417,000	\$ 417,000	\$ 417,000
Operating Expenses before other costs	\$ 5,514,428	\$ 6,363,316	\$ 6,746,973	\$ 7,155,799	\$ 7,575,803	\$ 8,005,331	\$ 8,442,852	\$ 8,905,735

Notes:
Per Capital Improvement Plan v3
Based on adopted FY 2023 City of Pinole Fire Department budget.

Current Service Level Sensitivity Analysis

For scenario one we projected future expected costs using the most likely, worst case, and best case assumptions. Across the different potential outcomes, we assumed different sets of future inflation and economic assumptions.



We calculated the future expected budget outcome and annual budget variance between the CCCFPD scenario two and City provided service scenario one cost forecasts. These are intended to provide the City of Pinole a reasonable range of likely future cost of service as well as the favorable (unfavorable) results of each.

Budget Projections								
	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	\$ 5,514,428	\$ 6,363,316	\$ 6,746,973	\$ 7,155,799	\$ 7,575,803	\$ 8,005,331	\$ 8,442,852	\$ 8,905,735
Worst Case	\$ 5,514,428	\$ 6,314,987	\$ 6,730,355	\$ 7,175,564	\$ 7,652,798	\$ 8,164,404	\$ 8,712,902	\$ 9,301,003
Best Case	\$ 5,514,428	\$ 6,124,787	\$ 6,329,670	\$ 6,542,382	\$ 6,763,241	\$ 6,992,581	\$ 7,230,749	\$ 7,478,107

Budget Impact (Favorable) Unfavorable by Outcome								
	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Worst Case	\$ -	\$ (48,328)	\$ (16,617)	\$ 19,765	\$ 76,995	\$ 159,073	\$ 270,051	\$ 395,268
Best Case	\$ -	\$ (238,528)	\$ (417,303)	\$ (613,418)	\$ (812,562)	\$ (1,012,750)	\$ (1,212,103)	\$ (1,427,628)

Budget (Favorable) Unfavorable Change Compared to Scenario 2								
	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	\$ -	\$ 255,870	\$ 253,562	\$ 204,976	\$ 142,126	\$ 68,113	\$ (27,382)	\$ (135,665)
Worst Case	\$ -	\$ 207,542	\$ 64,070	\$ (143,346)	\$ (374,885)	\$ (627,482)	\$ (911,733)	\$ (1,231,198)
Best Case	\$ -	\$ 17,342	\$ 18,208	\$ (24,112)	\$ (67,332)	\$ (105,640)	\$ (146,582)	\$ (190,329)

Scenario 2 – Cooperative Fire Service Agreement with CCCFPD

In this scenario we assumed a complete staffing transition to CCCFPD and that the City would effectively outsource 100% of its going forward costs for fire protection staffing to CCCFPD. This scenario forecasts operating and capital expenditure for the budget periods 2022-23 through 2029-30.

- Budget estimates based on FY 2022-23 Fire Department combined budget of \$5,514,428. (General, Measure S 2006, and Measure S 2014 funds.)
- Assumes Pinole Fire would transfer all positions, equipment, and apparatus to CCCFPD at no cost.
- Assumes existing (1) active and (1) inactive Fire Stations would remain as a fixed capital asset of the City of Pinole. Facility repairs and replacement to be the responsibility of City of Pinole
- Assumes (1) inactive station would be activated and staffed by CCCFPD to restore the level of service achieved in the past.
- Assumes Pinole Fire would continue to be responsible for following existing budgetary items moving forward: Fire allocated CalPERS Unfunded Accrued Liability (“UAL”), abatement services, station utilities, station repairs and maintenance, legal charges, and property liability. Total remaining budgetary cost estimated at \$753,489 or 13.66% of current budget.
- Assumes CCCFPD staffing of (3) Captains, (3) Engineers, and (3) Firefighters per station. Pass-through and/or of other CCCFPD related expenditures. (e.g. employee benefits, operating expenses, apparatus replacement)
 - Assumes direct station staffing related costs of \$3,000,786 per station.
 - Operating cost of \$114,436, and equipment replacement of \$125,000 per station.
 - Assumes \$172,498 in allocated communication center dispatch cost. Assumes the communication center allocated cost grows at 4% per year.
 - Assumes a shared services administrative cost of 10% billed to the City of Pinole. The administrative cost will be charged on all budgeted costs minus the communication center charges. The basis for the 10% administrative cost is the annual adopted budget, of which the City of Pinole will be made known of increases or decreases year to year. A list of indirect costs are included in the additional information section of this report.
- Assumes initial gross annual contract amount of \$7,300,987 or \$441,749 per month beginning January 1, 2023 net Measure X. Cost to be billed out monthly based on the annual budget less the two million in Measure X allocation. Future budgets are subject to change and appropriation by the fiscal body.
- Assumes \$2M in Measure X allocated with an annual escalator of 2.30%. While the allocation is not expressly stated in the contract beyond the initial 5-year contract term, we carried forward the assumption throughout the 7-year projection.
- One-time budgetary impact to the City of Pinole Fire Department in the amount of \$52,969.63 to cover the payout of accrued vacation.
- Assumes fiscal impact under full budget year scenario. Contract likely to become effective mid-fiscal year (January 1, 2023) and therefore the initial cost will be based on the remaining six fiscal months of budget year 2023.
- Assumes that from the date CCCFPD hires such staff, CCCFPD will be responsible for all salaries, employee benefits, including contributions for retiree-related benefits, and future accruals of unfunded liability for retiree-related benefits.
- Assumes the City of Pinole will be responsible for 100% of retiree-related and other post-employment benefits, including accrued CalPERS unfunded liability for retiree-related benefits, for such staff for the period during which they were employed by the City of Pinole.

- Assumes personnel costs at the top step for each class of employee.
- Assumes a stair-stepped inflation of eight percent to three percent (8% - 3%) annual increase in materials, supplies, services, and personnel services.

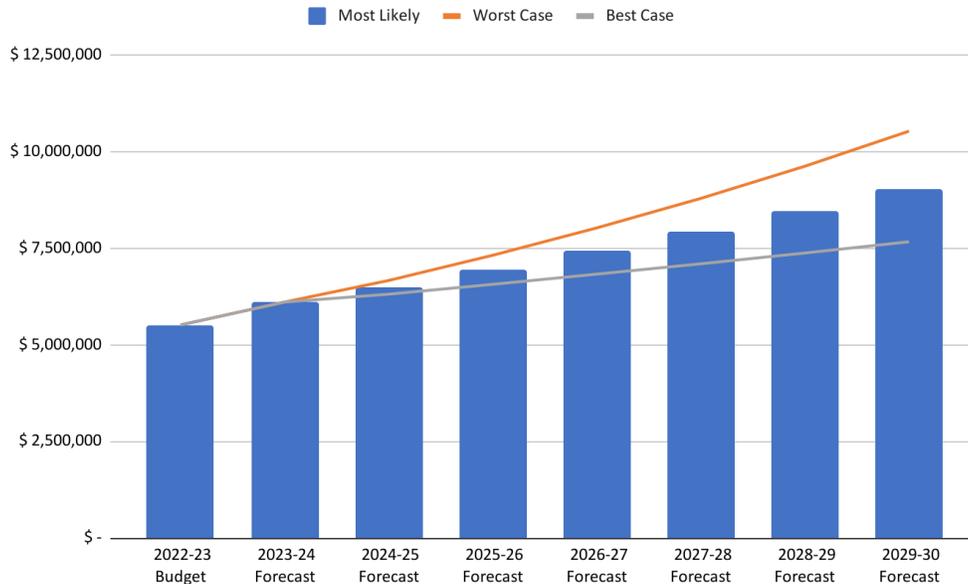
Expected Costs of Cooperative Fire Agreement (“Most Likely”)

If the City of Pinole enters into a cooperative fire agreement with CCCFPD, 100% of current employee salary and employee benefit costs will be converted into a contractual service expenditure. The initial contract value is based on the budgeted cost of the positions and it is expected to increase over the contract period as cost-of-living adjustments are approved. To recover indirect administrative costs, CCCFPD is expected to charge an administrative cost of 10%. This administrative cost is included within the initial proposed two-station budget of \$7,300,987. Adjusted for the Measure X allocation, the initial budget to be billed to the City of Pinole is anticipated to be \$5,300,987, or \$441,749 per month. In addition to the personnel costs, the City of Pinole will continue certain services and supplies costs associated with the department.

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
	Budget	Forecast						
Proposed CCCFPD Contractual Costs:								
Personnel Cost (Pass-Through)	\$ -	\$ 2,540,000	\$ 2,616,200	\$ 2,694,686	\$ 2,775,527	\$ 2,858,792	\$ 2,944,556	\$ 3,032,893
Employee Benefits (Pass-Through)	\$ -	\$ 3,461,572	\$ 3,738,498	\$ 4,037,578	\$ 4,360,584	\$ 4,709,431	\$ 5,086,186	\$ 5,493,080
Direct cost allocations (materials and supplies)	\$ -	\$ 173,872	\$ 187,782	\$ 202,804	\$ 217,001	\$ 230,021	\$ 241,522	\$ 253,598
Direct cost allocations (equipment replacement)	\$ -	\$ 305,000	\$ 320,250	\$ 336,263	\$ 353,076	\$ 370,729	\$ 389,266	\$ 408,729
Communication Center Allocation	\$ -	\$ 172,498	\$ 179,398	\$ 186,574	\$ 194,037	\$ 201,798	\$ 209,870	\$ 218,265
Administration Allocation (10%)	\$ -	\$ 648,044	\$ 686,273	\$ 727,133	\$ 770,619	\$ 816,897	\$ 866,153	\$ 918,830
Operating Expenses before Measure X	\$ -	\$ 7,300,987	\$ 7,728,401	\$ 8,185,038	\$ 8,670,843	\$ 9,187,669	\$ 9,737,552	\$ 10,325,395
Measure X County Allocation	\$0	-\$2,000,000	-\$2,046,000	-\$2,093,058	-\$2,141,198	-\$2,190,446	-\$2,240,826	-\$2,292,365
Net Shared CCCFPD Contractual Cost	\$0	\$5,300,987	\$5,682,401	\$6,091,980	\$6,529,644	\$6,997,223	\$7,496,726	\$8,033,030
Operating Budget Impact:								
Personnel Cost (Salaries and Wages)	\$ 2,663,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Benefits	\$ 1,195,404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Remaining UAL Payment	\$ 406,927	\$ 439,100	\$ 471,470	\$ 492,140	\$ 511,660	\$ 524,080	\$ 536,797	\$ 549,824
Other Operating Expenses	\$ 1,244,357	\$ 314,389	\$ 339,540	\$ 366,703	\$ 392,372	\$ 415,915	\$ 436,710	\$ 458,546
NEW Contractual Service Agreement (From Above)	\$ -	\$ 5,300,987	\$ 5,682,401	\$ 6,091,980	\$ 6,529,644	\$ 6,997,223	\$ 7,496,726	\$ 8,033,030
Capital Outlays	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Improvement Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PLUS: One-Time Transition Cost (Vacation Payout)	\$ -	\$ 52,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expected Cost of Contractual Fire Service	\$ 5,514,428	\$ 6,107,445	\$ 6,493,411	\$ 6,950,823	\$ 7,433,677	\$ 7,937,218	\$ 8,470,233	\$ 9,041,400

Cooperative Fire Agreement Sensitivity Analysis

For scenario two we continued with projecting costs using the most likely, worst case, and best case assumptions. In addition to inflation and economic assumptions, we added a worst case scenario where the Measure X income tax allocation increases at a slower rate. (i.e. 2% vs. 2.3%) This change materially affected the future net budget impact to the City of Pinole and is one of the single largest future cost variables. Under the best case scenario, we assumed Measure X would continue for every year services are contracted and would increase annually at a reasonable growth rate.



We calculated the future expected budget outcome and annual budget variance between the CCCFPD scenario two and City provided scenario one cost forecasts. These are intended to provide the City of Pinole a reasonable range of likely future cost of service as well as the favorable (unfavorable) results of each.

		Budget Projections							
		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
		Budget	Forecast						
Most Likely	\$	5,514,428	6,107,445	6,493,411	6,950,823	7,433,677	7,937,218	8,470,233	9,041,600
Worst Case	\$	5,514,428	6,107,445	6,666,285	7,318,910	8,027,683	8,791,886	9,624,636	10,532,201
Best Case	\$	5,514,428	6,107,445	6,311,462	6,566,494	6,830,573	7,098,221	7,377,331	7,668,436

		Budget Impact (Favorable) Unfavorable by Outcome							
		2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	
		Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
Worst Case	\$	-	-	172,875	368,087	594,006	854,668	1,154,402	1,490,802
Best Case	\$	-	-	(181,949)	(384,329)	(603,104)	(838,997)	(1,092,902)	(1,372,964)

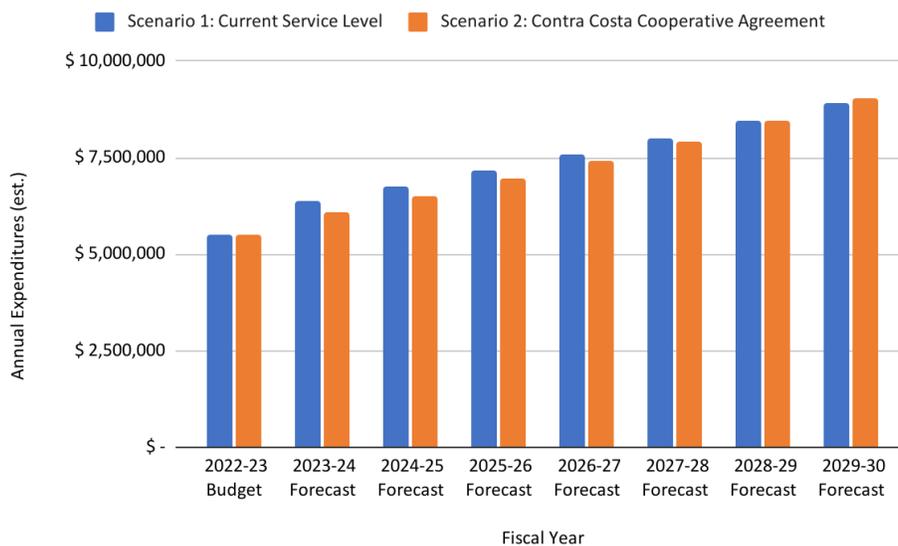
		Budget (Favorable) Unfavorable Change Compared to Scenario 1							
		2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
		Budget	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Most Likely	\$	-	(255,870)	(253,562)	(204,976)	(142,126)	(68,113)	27,382	135,665
Worst Case	\$	-	(207,542)	(64,070)	143,346	374,885	627,482	911,733	1,231,198
Best Case	\$	-	(17,342)	(18,208)	24,112	67,332	105,640	146,582	190,329

Additional Information & Analysis

Cost Comparison of Scenarios

	City of Pinole	CCCFPD Contract
Scenario Reference	001	002
Active Stations	1	2
Full Time Firefighters	15	18
Expected Annual Cost - Yr 1 of Contract (Gross)	\$6,363,316	\$7,300,987
Measure X Allocation	\$0	\$2,000,000
Expected Annual Cost - Yr 1 of Contract (Net)	\$6,363,316	\$5,300,987
City Annual Cost (On-going)	\$0	\$753,489
City Cost (one-time)	\$0	\$52,970
Total Cost - Yr 1	\$6,363,316	\$6,107,445
Expected Monthly Cost - Yr 1 of Contract	\$530,276	\$508,954
Expected Cost - 7-Yr Plan Average	\$7,599,401	\$7,490,601
Expected Monthly Cost - 7-Yr Plan Average	\$633,283	\$624,217

Based on the most likely assumptions and the annual sinking fund for capital outlays, the CCCFPD (“scenario two”) option provides the lowest net budget impact to the City of Pinole in FY 2023-24 (“Yr 1”) . Over time, the CCCFPD contract is expected to cost less than the current operations by \$108,800 per year on average. This amount assumes the Measure X allocation grows at 2.3% for all years a contract for service is in place. Note the City’s current staffing of fifteen full time equivalents (15 firefighters) supplies one station currently, whereas CCCFPD staffs two stations.



Contra Costa County Fire Protection District Administrative Cost

Below is a list of indirect costs that together represent the rationale behind the 10% proposed administrative cost.

- Administration - Fire Chief, Deputy Fire Chief, Fire Marshal
- Public Information Officer
- General and automobile liability
- Information Technology Support and Infrastructure
- Payroll, Accounting, Fire District Human Resources
- Fire Investigation Services
- Training Administration, Vector Solutions
- EMS Training and Quality Improvement
- County General (legal, County Administration, Auditor) Charges

Contra Costa County Fire Protection District Revenue Sufficiency

For this report, we assume year one (“Yr 1”) for scenario two is FY 2023-24. Based on the assumptions, the anticipated monthly CCCFPD cost of service incurred and billed to Pinole Fire Department during the first three years would be as follows:

	Yr 1	Yr 2	Yr 3
Estimated Annual Cost of Service, gross	\$ 7,300,987	\$ 7,728,401	\$ 8,185,038
Less: Measure X Allocation	\$ (2,000,000)	\$ (2,046,000)	\$ (2,093,058)
Net Cost of Service Billable to Pinole	\$ 5,300,987	\$ 5,682,401	\$ 6,091,980
Percentage of FY 2023 Budget	96%	103%	110%
Percentage of Scenario One Expected Cost	83%	84%	85%
Percentage of FY 2023 Measure S Sources	16%	17%	18%
Estimated Monthly Charge for Service	\$441,749	\$473,533	\$507,665

City of Pinole Financial Feasibility & Sustainability

The City of Pinole maintains five separate funds which have supported the Fire Department over the past few fiscal years. Two of those funds relate to the City of Pinole's Measure S funds. (i.e. 2006 & 2014) For the 2023 fiscal year budget, the total Measure S funds are estimated at \$4,902,000. Historically, the Fire Department has received approximately 25%, or \$1,039,873, of the total Measure S funding. The City of Pinole's Measure S funds do not currently have a predetermined sunset or expiration date. As of the FY 2023 budget, there were \$4.9M of Measure S funds appropriated, which represented 13% budget growth year over year.

Funding Sources	FY 2021/22 Budget	FY 2022/23 Budget	% Change
General Fund Revenues (all sources)	\$21,627,288	\$28,111,479	30%
2014 Measure S	\$2,173,000	\$2,451,000	13%
2006 Measure S	\$2,163,746	\$2,451,000	13%
	<u>\$25,964,034</u>	<u>\$33,013,479</u>	27%
Fire Department Expenditure Budget	\$5,092,242	\$5,514,428	8%
Fire Department Utilization - Measure S (in dollars)	\$1,124,737	\$1,301,724	16%
Fire Department Utilization - Measure S (in percent)	\$0	\$0	
Measure S as Percent of General Fund Revenues	20%	17%	-13%
Fire Department Budget as Percent of General Fund Revenues	24%	20%	-17%
Fire Department Funding Sources by Fund:			
General Fund	\$3,967,505	\$4,212,704	6%
Measure S 2006	\$679,488	\$727,182	7%
Measure S 2014	\$445,249	\$574,542	29%
Governmental Reserves			
General Fund Balance	\$38,763,912	\$41,473,658	7%
Cash and investments	\$17,713,884	\$19,457,868	10%
Unassigned General Fund Balance	\$10,828,937	\$12,488,562	15%

Source: City of Pinole Budget (FY 2021-22, FY 2022-23, & ACFR 06/30/2020 & 06/30/2021)

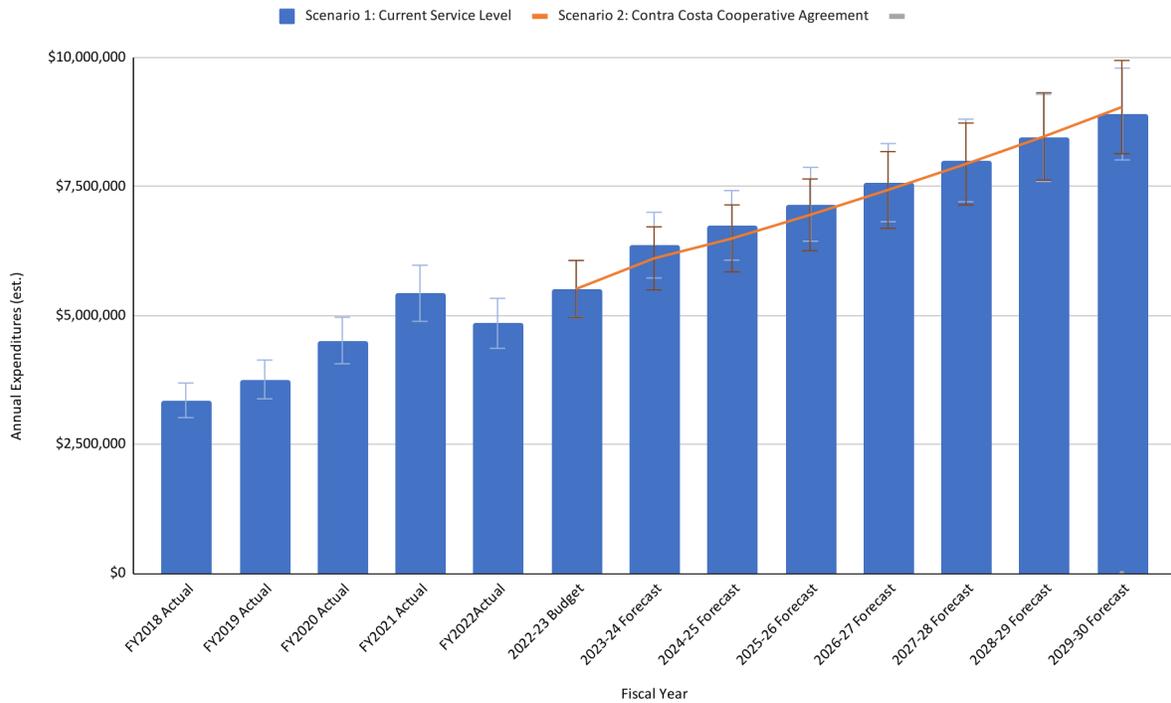
Looking beyond the Measure S funds, the Fire Department has averaged \$187,748 in department specific revenues that are expected to remain as a local funding source.

Additionally each year the City Finance Department prepares a detailed budget and annual report that has certain financial policies to drive decisions. One such policy is a general reserve policy of 50%. That reserve level is currently met and the last audited financial statement reflects a General Fund Unassigned balance of \$12,488,526. This amount is up 15% year over year and creates an unrestricted funding source to help stabilize operations in a period of budget contraction.

Based on the anticipated lower cost of scenario two, Measure S revenues, Measure X allocation, and the annual appropriation process, it appears that the City of Pinole has the financial means to enter into an agreement if their fiscal body finds that appropriate.

City of Pinole Financial Feasibility & Sustainability

The City of Pinole Fire Department’s actual expenditures have increased an average of 10% per year between FY 2018 and FY 2022. Based on the current assumptions, the annual cost escalation under scenario one is 7.09%. Comparatively, scenario two is expected to grow by 7.32% per year based on the current assumptions. Below is a comparison of actuals versus projected future cost under both scenarios. To be conservative with forward estimates, the forecast for both scenarios include a plus or minus 10% margin of safety.



CalPERS Fire Department Unfunded Accrued Liability

Using the most recent June 30, 2020 valuation report the cumulative unfunded accrued liability (UAL) is \$22,253,952 across the PERS-PEPRA Safety Fire and PERS-Safety plan. In order to allocate the amount retained by the City of Pinole, the percentage of full-time Fire Department employees vs total safety related positions could be used. At the time of this report, the pro rata portion of total CalPERS unfunded liability and amortization payments was allocated to the Fire Department was 23%. Therefore, for the 2022-23 budget cycle the remaining UAL budget impact that would remain with the City of Pinole is estimated to be \$406,927.

PERS-PEPRA Safety Fire:

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio
06/30/2014	\$12,401	\$12,927	(\$526)	104.2%
06/30/2015	70,859	66,043	4,816	93.2%
06/30/2016	95,388	81,870	13,518	85.8%
06/30/2017	95,847	83,023	12,824	86.6%
06/30/2018	113,140	97,740	15,400	86.4%
06/30/2019	194,870	174,467	20,403	89.5%
06/30/2020	241,958	212,197	29,761	87.7%

PERS-Safety:

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio
06/30/2011	\$46,103,119	\$36,824,707	\$9,278,412	79.9%
06/30/2012	47,888,593	36,109,991	11,778,602	75.4%
06/30/2013	51,681,999	41,436,450	10,245,549	80.2%
06/30/2014	56,111,018	46,686,286	9,424,732	83.2%
06/30/2015	57,996,772	45,575,302	12,421,470	78.6%
06/30/2016	60,809,793	44,325,488	16,484,305	72.9%
06/30/2017	64,072,583	47,307,038	16,765,545	73.8%
06/30/2018	70,371,785	50,957,506	19,414,279	72.4%
06/30/2019	72,486,976	52,024,491	20,462,485	71.8%
06/30/2020	74,783,071	52,558,880	22,224,191	70.3%

UAL Cost Projection:

	Year 0 2022-23 Budget	Year 1 2023-24 Forecast	Year 2 2024-25 Forecast	Year 3 2025-26 Forecast	Year 4 2026-27 Forecast	Year 5 2027-28 Forecast	Year 6 2028-29 Forecast	Year 7 2029-30 Forecast
Projected UAL Payment (PERS Safety)	\$1,762,095	\$1,900,000	\$2,039,000	\$2,128,000	\$2,212,000	\$2,266,000	\$2,321,290	\$2,377,930
Future Projected Growth		8%	7%	4%	4%	2%	2%	2%
Fire Department Allocation	23%	23%	23%	23%	23%	23%	23%	23%
Allocated UAL (est.)	\$405,282	\$437,000	\$468,970	\$489,440	\$508,760	\$521,180	\$533,897	\$546,924
Projected UAL Payment (PERS PEPRA Fire)	\$1,645	\$2,100	\$2,500	\$2,700	\$2,900	\$2,900	\$2,900	\$2,900
Future Projected Growth		28%	19%	8%	7%	0%	0%	0%
Fire Department Allocation	100%	100%	100%	100%	100%	100%	100%	100%
Allocated UAL (est.)	\$1,645	\$2,100	\$2,500	\$2,700	\$2,900	\$2,900	\$2,900	\$2,900
Total Remaining UAL	\$406,927	\$439,100	\$471,470	\$492,140	\$511,660	\$524,080	\$536,797	\$549,824

Budget Impacts - Remaining Items

Below is the current budget for the Pinole Fire Department itemized by expenditure account. Were the City to enter a contract for service with CCCFPD, certain expenditure amounts would remain the responsibility of the City of Pinole and be incurred above and beyond the contractual services agreement cost. The current 2022-23 budget includes \$1,105,953 for 41004 - Employee Benefits PERS Retirement. This amount includes the CalPERS Unfunded Accrued Liability (“UAL”) related to the Fire Department. Under scenario two, a portion of that budget expense would become the responsibility of Contra Costa County. However, the UAL portion would remain the financial responsibility of the City of Pinole. Therefore, we have estimated the allocation and incorporated the remaining UAL component within the retained budgetary expenditures.

Remains in City of Pinole Budget

Account	2022-2023 Budget Estimate
41004 - Emp Benefits/PERS Retirement ("UAL")	\$406,927
42108 - Prof Svcs/Building-Structure Maintenance	\$14,370
42512 - Admin Exp/Abatement	\$120,000
43101 - Utilities/Telephone	\$100
43102 - Utilities/Water	\$10,000
43103 - Utilities/Electricity & Power	\$40,000
43105 - Utilities/Cable	\$500
46126 - Legal Charges	\$10,000
46201 - Insurance/General Liability	\$151,592
Sub-Total	<u>\$753,489</u>

Budget Impacts - Transitioning Items

Below is the current budget itemized by the expenditure account. The expenditure accounts are anticipated to be included within the cost of contractual services agreement cost.

Transitions to Contractual Service			
Account	2022-2023 Budget Estimate	Account	2022-2023 Budget Estimate
40101 - Salary & Wages/Full Time	\$2,080,171	42201 - Office Expense	\$4,000
40102 - Salary & Wages/Part Time	\$0	42202 - Office Exp/Printing & Binding	\$0
40103 - Salary & Wages/Vacation Leave	\$5,262	42203 - Office Exp/Shipping & Mailing	\$0
40105 - Salary & Wages/Floating Holiday Leave	\$123,893	42301 - Travel & Training/Conf-Registration	\$98,845
40106 - Salary & Wages/Admin Leave	\$0	42302 - Travel & Training/Mileage	\$500
40201 - Overtime	\$250,000	42303 - Travel & Training/Meal Allowance	\$0
40202 - FLSA Overtime	\$59,936	42401 - Dues & Pub/Memberships	\$1,175
40303 - Other Pay/Acting	\$43,861	42506 - Admin Exp/Bonds	\$0
40305 - Other Pay/Uniform Allowance	\$13,200	42508 - Admin Exp/Settlement	\$0
40306 - Other Pay/Medical In Lieu	\$14,400	42509 - Admin Exp/Misc Expense	\$0
40307 - Other Pay/Education Incentive	\$6,570	42510 - Admin Exp/Software Purch	\$15,000
40311 - Other Pay/Cell Phone	\$0	42514 - Admin Exp/Special Depart	\$58,000
40314 - Other Pay/Paramedic	\$66,447	43201 - Taxes/Property Tax	\$3,000
41001 - Emp Benefits/Medical-Active	\$285,646	44301 - Other Mat & Sup/Fuel	\$25,000
41002 - Emp Benefits/Dental	\$18,893	44304 - Other Materials Supp/Permit Fee	\$0
41003 - Emp Benefits/Vision Care	\$3,796	44306 - Other Materials Supp/Maintenance Supplies	\$0
41004 - Emp Benefits/PERS Retirement, net UAL	\$699,026	44410 - Safety Clothing	\$41,000
41005 - Emp Benefits/Employee Assistance Prg	\$794	46121 - Admin Credits	\$0
41007 - Emp Benefits/Life-ADD	\$1,679	46122 - Admin Debits	\$0
41008 - Emp Benefits/Long Term Disability	\$5,667	46124 - IS Charges	\$119,465
41009 - Emp Benefits/Workers Comp	\$138,122	47101 - FF&E/Equipment	\$4,000
41010 - Emp Benefits/FICA - Medicare	\$38,625	47102 - FF&E/Computer Equipment	\$0
41012 - Emp Benefits/Unemployment Insurance	\$3,156	47103 - FF&E/Furniture	\$0
42101 - Prof Svcs/Professional Service	\$386,110	47104 - FF&E/Vehicles	\$0
42104 - Prof Svcs/Paramedic Service	\$53,600	47105 - FF&E/Equipment (not-capitalized)	\$0
42105 - Prof Svcs/Network Maintenance	\$0	47106 - FF&E/Computer Equipment (not-capitalized)	\$0
42106 - Prof Svcs/Software Maintenance	\$15,000	47201 - Improvements/Building	\$0
42107 - Prof Svcs/Equipment Maintenance	\$77,100	48101 - Debt Principal	\$0
		48102 - Debt Interest	\$0

END OF REPORT

Exhibit E
Consent Agreement



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

October 5, 2022

Vince Wells, President
United Professional Fire Fighters of Contra
Costa County
IAFF Local 1230
112 Blue Ridge Drive
Martinez, CA 94553

Paul Silva, President
United Chief Officers Association
P.O. Box 23503
Pleasant Hill, CA 94523

Andrew Murray, City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

Re: Consent to Proposed Fire Protection Services Agreement Between City of Pinole and Contra Costa County Fire Protection District

Dear Mssrs. Wells, Silva, and Murray,

As you are likely aware, the Contra Costa County Fire Protection District (the "District") intends to submit a resolution of application to its Board of Directors on October 11, 2022, proposing the provision of fire protection services within the jurisdictional boundaries of the City of Pinole (the "City") pursuant to a fire protection services agreement. A copy of the proposed agreement is included for your review.

The statute authorizing such services, Government Code section 56134, requires that each affected public agency and recognized employee organization consent to the proposed contract or receive 30-days advance notice of the hearing on the resolution of application. To meet this requirement, we respectfully request that you indicate the consent of your respective organizations to the City and District entering into the proposed fire protection services agreement by signing below. Please return an executed copy of this agreement to our office by October 10, 2022.

If you have any questions, please contact us at any time.

Regards,

A handwritten signature in blue ink, appearing to read "L. Broschard".

Lewis Broschard
Fire Chief

cc: Chris Wynkoop, Fire Chief for the Pinole Fire Department

Enclosure: Proposed Fire Protection Services Agreement

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. My below signature indicates that I, on behalf of the organization that I represent, consent to the City and District entering into the proposed fire protection services agreement.

Vince Wells
President
United Professional Fire Fighters of Contra
Costa
IAFF Local 1230

Paul Silva
President
United Chief Officers Association

Andrew Murray
City Manager
City of Pinole

Lewis T. Broschard
Fire Chief
Contra Costa County Fire Protection
District



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: October 11, 2022

Subject: Emergency Ambulance Billing and Collection Policies Update

RECOMMENDATION(S):

ADOPT revised policies and procedures for the billing and collection of Contra Costa County Fire Protection District emergency ambulance services fees and charges.

FISCAL IMPACT:

The revisions to policy AMB-5 - Compassionate Care Program will expand the number of patients eligible for a partial waiver of balances owed, which may affect the amount collected for those accounts.

BACKGROUND:

On February 9, 2016, the Contra Costa County Fire Protection District Board of Directors adopted policies and procedures for the billing and collection for emergency ambulance services. The District has served as Contra Costa County's 9-1-1 ambulance provider since January 1, 2016. Over time, it has become apparent there is a need to modernize the ambulance billing policies to better meet the needs of patients and the District.

Insurance companies do not always cover 100% of the cost of 911 services, and patients may be responsible for copays, deductibles, or the total cost of service. These costs can become overwhelming in today's ever changing economic times and the District is committed to providing superior emergency and non-emergency services to all patients regardless of their ability to pay. These updated policies are designed to better meet that goal, as well as ensure continued financial viability of the ambulance service system.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/11/2022** 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: October 11, 2022

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

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

We ask that the Board of Supervisors consider adopting the revised ambulance billing policies.

ATTACHMENTS

Proposed Ambulance Policies

Current Ambulance Policies



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-1 – Approved Billing Rates

Effective: September 2022

Pages: 1 of 1

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

The Contra Costa County Fire Protection District (“District”) will charge patients emergency ambulance services billing rates that are established by the Contra Costa County Emergency Medical Services Authority. The contract between the County and the District mandates that the District charge the rates set forth in the contract. The District Board of Directors adopts the contractually mandated rates on an annual basis through adoption of an ordinance. The rates may be amended or altered as provided by the contract between the County and the District, and by rate-setting ordinance.

Emergency Ambulance Services Fee Calculation

The current rates for emergency ambulance response base rate, mileage rate, oxygen administration charge, and treat and refused transport rate are set forth on Contra Costa County’s Emergency Medical Services website at: <https://cchealth.org/ems/ambulance-rates.php>.

For each emergency ambulance service call, the 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, the District shall charge the patient the oxygen administration charge, whether transported or not. If a patient is treated and refuses transport, the District shall charge the treat and refused transport rate.

POLICY

All patients receiving emergency ambulance services will be billed according to the fees for service identified on Contra Costa County’s Emergency Medical Services website at: <https://cchealth.org/ems/ambulance-rates.php>, regardless of their residency. Separate fire first responder fees may be assessed, as a line item in addition to the fees identified above.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-2 – Billing Guidelines for Death On Arrival or Death During Transportation

Effective: September 2022

Pages: 1 of 1

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

This policy is established for instances in which a patient is provided emergency ambulance services, but is pronounced dead at the scene, or where a patient dies during transportation to the hospital.

POLICY

In all instances where a patient is pronounced dead at the scene or dies during transportation to the hospital and prior to being transferred to the receiving hospital, the District will invoice and follow the Medicare guidelines for reimbursement set forth below regardless of the insured status of the patient.

Time of Death Pronouncement	Medicare Payment Determination
Before dispatch.	None.
After dispatch, before patient is loaded onboard ambulance (before or after arrival at the point-of-pickup).	The provider's/supplier's BLS base rate, no mileage or rural adjustment; use the QL modifier when submitting the claim.
After pickup, prior to or upon arrival at the receiving facility.	



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-3 – Returned Checks

Effective: September 2022

Pages: 1 of 1

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

Returned checks cause additional work and expense to process and collect revenue from operations. This policy authorizes the Fire District to charge additional fees to cover this expense.

POLICY

A Non-Sufficient Funds (NSF) fee of \$25.00 will be charged to the patient for all returned checks.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-4 – Payment Plans

Effective: September 2022

Pages: 1 of 1

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

This policy addresses situations where a patient wants to enter into a payment plan to assist the patient in paying their ambulance bill. Payment plans will only be permitted as described in the policy below.

POLICY

1. The District will offer individuals who are unable to pay their bills in one payment the option of an interest-free extended payment plan. The terms of the payment plan will be negotiated between the District and the patient, but will at least meet the following minimum requirements:
 - a. Minimum monthly payment of \$50.00;
 - b. If balance of the bill can be paid in three months, the plan may call for monthly payments of \$25.00;
 - c. The maximum term of the payment plan is 36 months; and
 - d. Payment will be made via cash, check, or credit card.
2. The District will not send unpaid bills to a collection agency while the patient is attempting in good faith to negotiate a reasonable payment plan.
3. The District may declare the payment plan inoperative if the patient fails to make all consecutive payments during a 90-day period



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-5 – Compassionate Care Program

Effective: September 2022

Pages: 1 of 2

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

Not every patient has the ability to pay a bill for emergency ambulance services, particularly if they are not insured. This policy establishes the District's Compassionate Care Program for patients with financial hardships and establishes criteria for the District to discount up to 100% of a patient's ambulance services bill based on income.

POLICY

1. The term "Uninsured Patient" means an individual that does not have third party coverage from a health insurer, health care service plan, Medicare, or Medi-Cal, and whose injury is not compensated under a Workers' Compensation plan, automobile insurance, or other insurance as determined and documented by the District. A patient who has reached a lifetime limit on the patient's insurance benefits will be considered an "Uninsured Patient" for services in excess of that limit.
2. If the District determines that a financial hardship may prevent the patient from paying the total amount of their bill, the District may provide the patient with a Compassionate Care Program (CCP) application if:
 - a. All available insurance has been billed and exhausted and/or there is a remaining amount owed after the District has sent the third bill.

or
 - b. The patient is an Uninsured Patient.

or
 - c. At any time, the patient notifies the District of hardship in paying any amount owed greater than \$50.

All applications will be reviewed and approved or declined by District management. Patient's must submit proof of eligibility based on the requirements outlined below. Application will be denied if the applicant does not financially qualify, or does not provide the required documentation outlined in the Compassionate Care Program (CCP) application.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Total household income as defined by the U.S. Health and Human Services:

0- 125% of the federal poverty level or below will receive 100% waiver of all balances owed (up to 5 accounts).

126 - 200% of the federal poverty level or below will receive a 75% waiver of all balances owed (up to 5 accounts).

201 - 250% of the federal poverty level or below will receive a 50% waiver of all balances owed (up to 5 accounts).

250%+ - above the federal poverty level no discount will be approved.

*If the patient makes a reasonable effort to obtain documentation, but is unable to do so through no fault of his/her own, an attempt will be made to make an eligibility determination without such documentation.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-6 – Write-Off Policy

Effective: September 2022

Pages: 1 of 2

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

As a normal course of business, certain charges may be uncollectible balances. In the case of certain government payers, such as Medi-Cal, the District must agree to take what is allowable under the government program. In other cases, there may be a need to write off an amount that is not likely to be recovered. This policy authorizes the District to write off certain account balances as uncollectible.

POLICY

Bankruptcies

1. Documents opening the bankruptcy case and providing the details of the filing including:
 - a. Notice of Automatic Stay;
 - b. Case meeting of creditors and establishment of case deadlines
 - c. Notice of a case dismissal being vacated, and order to reopen case;
2. A document regarding status of the case and date of hearings;
3. Dismissal of the case establishing that the creditors may once again collect on the patient's debt, including:
 - a. Notice of Dismissal;
 - b. Order Closing Case without Entry of Discharge; and
 - c. Discharge of Debtor;

Small Balances

1. Account balances of \$50.00 or less will be written off.

Minor's Accounts

1. Minor's accounts will not be written off.

Deceased Patient

1. If a patient lives in a state where community property laws apply and the patient has a surviving spouse, the District will proceed to collect payment of the bill. In consideration of the surviving spouse's situation, the District may choose to write off any remaining balance after insurance payments have been received.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

- a. If there is no surviving spouse, the account will be written off.

Timing of Write-Offs

1. All account write-offs will be reported to the District Board of Directors on a semi-annual basis at a regularly scheduled board meeting.

Medicare Copay

1. Uncollectable Medicare Amount.
 - a. The District will proceed to collect payment from a Medicare insured patient for the Medicare insured patient's copayment responsibility.
 - b. The District will not proceed to collect payment from a Medicare insured patient for the amount of a bill not covered by Medicare unless Medicare denies coverage completely (e.g., Not Medically Necessary), in which case the District will invoice a Medicare insured patient at the published Medicare Allowable Rate.

Private Health Insurance

1. The District will proceed to collect payment from privately insured patients for the amount of a bill not paid by the patient's insurance.

Lift Assistance

1. The District will not seek payment for calls for Lift Assistance.

Treat and Refused Transport (TNT)

1. Situations where a patient is Released at the scene (RAS) and or Against Medical Advice (AMA) outcomes where no care is rendered will be processed for billing through the insurance company. Any remaining balance may be considered for waiver of payment depending on District's assessment of the patient's ability to pay.
2. If multiple members of the same family fall under TNT guidelines at the same incident only the District may choose to charge only the primary family member the TNT fee.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-7 – Payment Settlements, Victim of Crime Program, Discount Programs, Filing of Claims

Effective: September 2022

Pages: 1 of 1

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

The policies below address various issues not otherwise found in the policy manual.

POLICY

Discount Programs

1. The District will not provide prompt payment discounts or hospital discount programs. Except as otherwise provided in another ambulance policy, the District does not accept settlement offers to settle a bill for less than the full amount.
2. Emergency first responders and District employees that require emergency ambulance services due to an injury or illness suffered while on duty will not be billed by the District for emergency ambulance services.

State of California Victims of Crime (VOC) program

1. Upon District's verification, patients transported or receiving services as a result of a criminal act will not be charged by the District directly for the services provided. The VOC fund may be invoiced for the services provided if likely to result in payment.

Filing of Estate Claims

1. The District will file claims against the estate of a patient as necessary to recover fees for services provided.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-8 – Customer Complaint Procedure

Effective: September 2022

Pages: 1 of 1

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

The purpose of this procedure is to ensure that all customer complaints are thoroughly investigated, and resolution is provided to the complainant in a timely, consistent manner.

POLICY

1. Customers and patients will have access to the Alliance through the use of a toll free number, the District website, and an email account for customer service issues.
2. All inquiries and complaints received by the ambulance subcontractor regarding District operations or first responder services provided by the District will be routed to the District EMS Division.
3. The District's EMS billing contractor will receive, process, and resolve all inquiries and complaints regarding medical billing, invoicing, and payment processing.
 - a. Any dispute or inquiry that cannot be resolved by the billing contractor will be routed to the Fire District EMS Division within one business day for follow-up and resolution by District staff.
 - b. All inquiries and complaints received by the ambulance subcontractor relative to billing services, patient payments, or invoices will be routed to the Fire District's EMS billing contractor within one business day.

Complaint Processing Time:

Regardless of the method of notification, the District will cause a response to be initiated to the complainant as soon as possible. If the complaint, inquiry, or issue is still pending, the complainant is to be informed that their concern is being researched, and a representative from the contractor will be in contact as soon as the investigation is complete.

Complaint Resolution:

When a billing investigation is complete and resolution has been determined, the District will cause the EMS billing contractor to notify the complainant in writing of the outcome.

All complaints other than billing complaints will be addressed by the correct division and follow up will be communicated as appropriate.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-9 – Collections

Effective: September 2022

Pages: 1 of 1

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

In the normal course of the District conducting emergency ambulance services, it may be necessary to send unpaid bills to a collections service for further attempts to contact the responsible party and recover the fees for providing services.

POLICY

1. The District may send unpaid accounts to a collections agency if (1) the account is unpaid after 90 days, (2) three billing invoices have been sent to the responsible party, and (3) the amount payable is greater than \$50.00.
2. The District will not invoice a patient more than three times prior to the sending the patient's account to collections.
3. The District will not use wage garnishments or liens on primary residences as a means of collecting the unpaid bills of any patient who qualified for the Compassionate Care Program.
4. None of the District, the assignee of a District account receivable, or a collection agency may report adverse information to a consumer credit reporting agency concerning, or commence a civil action against, a patient who lacks insurance coverage.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

POLICY

AMB-10 – Request for Information/Reports

Effective: September 2022

Pages: 1 of 1

Revised: September 2022

Next Review: TBD

Approved by: Assistant Fire Chief Terence Carey – Emergency Medical Services Division

INFORMATION

From time to time, the Contra Costa EMS Agency (CCCEMS) may request data and/or audit reports on focused topics. Per the Emergency Ambulance Services Contract Section M5: *“Contractor shall comply with requests by CCCEMS for data and audit reports on focused topics. These topics may include any services provided under this Contract. CCCEMS shall provide a reasonable timeline for submission of requested focused audit reports at the time of the request.”*

This policy will define “reasonable timeline” and establish a process/system by which the “data and audit reports on focused topics” requests are to be filled.

POLICY

1. “Reasonable Timeline”: means ten (10) business days from the date the request is marked as received, unless otherwise agreed to by an authorized representative from both the CCCEMS and the Contra Costa County Fire Protection District (CCCYPD).
2. Upon CCCEMS requests for data and/or audit reports, a reasonable timeline shall be provided, as defined above for submission of information.
3. When the due date/deadline has been agreed upon it will be confirmed by email by both agencies.
4. Upon receipt of confirmation of agreement, the request will be processed. In the event the agreed upon deadline is in danger of being missed, CCCYPD will communicate via email with a status update to the CCCEMS.
5. Upon completion of the delivery on the requested item, a follow-up email from the receiving party will be sent to the providing party confirming the information has been received and the request fulfilled in its entirety.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-1

SUBJECT: Approved Billing Rates			
Revision Date	Replaces	Approved By	Pages
3/1/2018	NEW	Fire Chief	1
DISPOSITION: Place in Billing and Collections Policy & Procedure Manual			

INFORMATION

The District will charge patients emergency ambulance services billing rates that are established by the Contra Costa County Emergency Medical Services Authority. The contract between the County and the District mandates that the District charge the rates set forth below. The Fire District Board of Directors adopted the rates set forth below through adoption of Ordinance No. 2018-10. The rates may be amended or altered as provided by the contract between the County and the Fire District, and by amending the rate-setting ordinance.

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..... \$2,245.40
2. Mileage Rate (for each mile traveled with a loaded patient)..... \$53.56
3. Oxygen Administration Charge..... \$187.46
4. Treat and Refused Transport..... \$481.00

POLICY

All patients receiving emergency ambulance services will be billed according to the fees for service identified above, regardless of their residency. Individual fire district or fire department first responder fees may be assessed, as a line item in addition to the fees identified above, as applicable to each jurisdiction.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-2

SUBJECT: Billing Guidelines for Death On Arrival or Death During Transportation			
Revision Date 1/1/16	Replaces NEW	Approved By Fire Chief	Pages 1
DISPOSITION: Place in Billing and Collections Policy & Procedure Manual			

INFORMATION

This policy is established for instances in which a patient is provided emergency ambulance services, but is pronounced dead at the scene, or where a patient dies during transportation to the hospital.

POLICY

In all instances where a patient is pronounced dead at the scene or dies during transportation to the hospital and prior to being transferred to the receiving hospital, the District will invoice and follow the Medicare guidelines for reimbursement (as set forth below) for these events shall be followed, regardless of the insured status of the patient.

Time of Death Pronouncement	Medicare Payment Determination
Before dispatch.	None.
After dispatch, before patient is loaded onboard ambulance (before or after arrival at the point-of-pickup).	The provider's/supplier's BLS base rate, no mileage or rural adjustment; use the QL modifier when submitting the claim.
After pickup, prior to or upon arrival at the receiving facility.	Medically necessary level of service furnished.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-3

SUBJECT: Returned Checks			
Revision Date 1/1/16	Replaces NEW	Approved By Fire Chief	Pages 1
DISPOSITION: Place in Billing and Collections Policy & Procedure Manual			

INFORMATION

Returned checks cause additional work and expense to process and collect revenue from operations. This policy authorizes the Fire District to charge additional fees to cover this expense.

POLICY

A Non-Sufficient Funds (NSF) fee of \$25.00 will be charged to the patient for all returned checks.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-4

SUBJECT: Payment Plans			
Revision Date	Replaces	Approved By	Pages
10/25/16	1/1/16	Fire Chief	1
DISPOSITION: Place in Billing and Collections Policy & Procedure Manual			

INFORMATION

This policy addresses situations where a patient wants to enter into a payment plan to assist the patient in paying their ambulance bill. Payment plans will only be permitted as described in the policy below.

POLICY

1. The District will offer individuals who are unable to pay their bills in one payment interest-free extended payment plans. The terms of the payment plan will be negotiated between the District and the patient, but will at least meet the following minimum requirements:
 - a. Minimum monthly payment of \$50.00;
 - b. If balance of the bill can be paid in three months, the plan may call for monthly payments of \$25.00;
 - c. The maximum term of the payment plan is 12 months; and
 - d. Payment will be made via cash, check, or credit card.
2. The District will not send unpaid bills to a collection agency while the patient is attempting in good faith to negotiate a reasonable payment plan.
3. The District may declare the payment plan inoperative if the patient fails to make all consecutive payments during a 90-day period.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-5

SUBJECT: Compassionate Care Program			
Revision Date 1/1/16	Replaces NEW	Approved By Fire Chief	Pages 1
DISPOSITION: Place in Billing and Collections Policy & Procedure Manual			

INFORMATION

Not every patient may have the ability to pay a bill for emergency ambulance services, particularly if they are not insured. The Compassionate Care Program (CCP) is established for financial hardships and to establish criteria for the District to discount 100% of a patient's ambulance services bill.

POLICY

1. The term "Uninsured Patient" means an individual that does not have third-party coverage from a health insurer, health care service plan, Medicare, Medi-Cal, and whose injury is not compensated under a Worker's Compensation plan, automobile insurance, or other insurance as determined and documented by the District. A patient who has reached a lifetime limit on the patient's insurance benefits will be considered an "Uninsured Patient" for services in excess of that limit.
2. If a patient informs the District that a financial hardship may prevent the patient from paying the total amount of their bill, the District will provide the patient with a Compassionate Care Program (CCP) application if the following criteria are met:
 - a. The applicant is prescreened at an income level that is equal to or less than the transport areas defined hardship level (125% of the federal poverty level).
 - b. The patient is an Uninsured Patient.
3. A patient must submit an application for the Compassionate Care Program and provide all necessary documentation within 60 days after initial billing. Eligibility for a 100% discount of ambulance services fees will be denied if the applicant does not financially qualify, or does not provide the required documentation within 60 days of the initial billing. If the patient makes a reasonable effort to obtain documentation, but is unable to do so through no fault of his/her own, an attempt will be made to make an eligibility determination without such documentation.

4. All applications will be reviewed and approved or declined by District management.
5. If a patient's application is approved under the CCP, the patient will receive a 100% write-off of their bill.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-6

SUBJECT: Write-Off Policy			
Revision Date	Replaces	Approved By	Pages
10/25/16	1/1/16	Fire Chief	2
DISPOSITION: Place in Billing and Collections Policy & Procedure Manual			

INFORMATION

As a normal course of business, certain charges may be uncollectable balances. In the case of certain government payers, such as Medi-Cal, the Fire District must agree to take what is allowable under the government program. In other cases, there may be a need to write off a small amount that is not likely to be recovered or is not worth the time and expense in attempting to recover. This policy authorizes certain charges to be written off as uncollectable balances.

POLICY

1. Bankruptcies. The District is prohibited by law from billing a patient after it has received a notice of automatic stay because the patient has filed for bankruptcy.
 - a. The District will write off bills for patient bankruptcy filings upon the District's receipt of documentation in any of the following forms:
 - i. Documents opening the bankruptcy case and providing the details of the filing including:
 - A. Notice of Automatic Stay;
 - B. Case meeting of creditors and establishment of case deadlines
 - C. Notice of a case dismissal being vacated, and order to reopen case;
 - ii. A document regarding status of the case and date of hearings;
 - iii. Dismissal of the case establishing that the creditors may once again collect on the patient's debt, including:
 - A. Notice of Dismissal;
 - B. Order Closing Case without Entry of Discharge; and
 - C. Discharge of Debtor;
2. Small Balances. Account balances of \$10.00 or less will be written off.

3. Minor's Accounts. Minor's accounts will not be written off; however the Compassionate Care Program application (AMB-5) may be completed by the guardian of the minor.
4. Deceased Patient. If a patient lives in a state where community property laws apply and the patient has a surviving spouse, the District will proceed to collect payment of the bill.
 - a. If there is no surviving spouse the account will be written off.
5. Timing of Write-Offs. All write-offs will be approved by the District Board of Directors on a quarterly basis at a regularly scheduled board meeting.
6. Medicare Copay; Uncollectable Medicare Amount.
 - a. The District will proceed to collect payment from a Medicare insured patient for the Medicare insured patient's copayment responsibility.
 - b. The District will not proceed to collect payment from a Medicare insured patient for the amount of a bill not covered by Medicare unless Medicare denies coverage completely (e.g., Not Medically Necessary), in which case the District will invoice a Medicare insured patient at the published Medicare Allowable Rate.
7. Private Health Insurance. The District will proceed to collect payment from privately insured patients for the amount of a bill not paid by the patient's insurance.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-7

SUBJECT: Payment Settlements, Victim of Crime Program, Discount Programs, Filing of Claims			
Revision Date 1/1/16	Replaces NEW	Approved By Fire Chief	Pages 1
DISPOSITION: Place in Billing and Collections Policy & Procedure Manual			

INFORMATION

The policies below address various issues not otherwise found in the policy manual.

POLICY

1. Discount Programs. The Fire District will not provide prompt payment discounts or hospital discount programs.
2. Ambulance Services provided to District employees and District Ambulance Subcontractor personnel Injured while on duty. A District employee, or an employee of District's ambulance subcontractor, that requires an emergency ambulance transport due to an injury suffered while on duty will not receive a bill for emergency ambulance services.
3. Victims of Crime (VOC) program. Upon verification, victims transported or receiving services as a result of a criminal act will not be charged directly for the services provided. The VOC fund will be invoiced for the services provided.
4. Filing of Estate Claims. The District will file claims against the estate of a patient as necessary to recover fees for services provided.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-8

SUBJECT: Customer Complaint Procedure			
Revision Date 1/1/16	Replaces NEW	Approved By Fire Chief	Pages 2
DISPOSITION: Place in Billing and Collections Policy & Procedure Manual			

INFORMATION

The purpose of this procedure is to ensure that all customer complaints are thoroughly investigated, and resolution is provided to the complainant in a timely, consistent manner.

POLICY

1. Customers and patients will have access to the Alliance through the use of a toll free number, the District website, and an e-mail account for customer service issues.
2. The District's ambulance subcontractor will receive, process, and resolve all inquiries and complaints regarding service and patient care related to ambulance transport.
 - a. Any issues, complaints, or inquiries that cannot be resolved by the contractor will be routed to the Fire District EMS Division.
3. All inquiries and complaints received by the ambulance subcontractor relative to Fire District operations or first responder services provided by the Fire District will be routed to the Fire District EMS Division within one business day.
4. The District's EMS billing contractor will receive, process, and resolve all inquiries and complaints regarding medical billing, invoicing, and payment processing.
 - a. Any dispute or inquiry that cannot be resolved by the billing contractor will be routed to the Fire District EMS Division within one business day for follow-up and resolution by District staff.
 - b. All inquiries and complaints received by the ambulance subcontractor relative to billing services, patient payments, or invoices will be routed to the Fire District's EMS billing contractor within one business day.

Complaint Processing Time:

1. Regardless of the method of notification, a response shall be initiated to the complainant within two business days. If the complaint, inquiry, or issue is still pending, the complainant is to be informed that their concern is being researched, and a representative from the Alliance will be in contact as soon as the investigation is complete.

Complaint Resolution:

1. When the investigation is complete and resolution has been determined, the division responsible for handling the complaint will respond in the same manner in which the complaint arrived.
2. If the complaint is received as written correspondence, a written response advising of the outcome of the investigation is to be sent to the complainant upon a completed investigation into the complaint.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-9

SUBJECT: Collections			
Revision Date 1/1/16	Replaces NEW	Approved By Fire Chief	Pages 1
DISPOSITION: Place in Billing and Collections Policy & Procedure Manual			

INFORMATION

In the normal course of the District conducting emergency ambulance services, it may be necessary to send unpaid bills to a collections service for further attempts to contact the responsible party and recover the fees for providing services.

POLICY

1. The District may send unpaid accounts to a collections agency if the account is unpaid after 90 days and the amount payable is greater than \$10.00.
2. The District will not invoice a patient more than three times prior to the sending the patient's account to collections.
3. The District will not use wage garnishments or liens on primary residences as a means of collecting the unpaid bills of any patient who qualified for the Compassionate Care Program.
4. None of the District, the assignee of a District account receivable, or a collection agency may report adverse information to a consumer credit reporting agency concerning, or commence a civil action against, a patient who lacks insurance coverage.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Emergency Ambulance Services

POLICY
AMB-10

SUBJECT: Request for Information/Reports			
Revision Date	Replaces	Approved By	Pages
7/20/16	NEW	B. Atlas	1
DISPOSITION: Place under Emergency Ambulance Services			

INFORMATION

From time to time, the Contra Costa EMS Agency (CCCEMS) may request data and/or audit reports on focused topics. Per the Emergency Ambulance Services Contract Section M5: *“Contractor shall comply with requests by CCCEMS for data and audit reports on focused topics. These topics may include any services provided under this Contract. CCCEMS shall provide a reasonable timeline for submission of requested focused audit reports at the time of the request.”*

This policy will define “reasonable timeline” and establish a process/system by which the “data and audit reports on focused topics” requests are to be filled.

POLICY

1. “Reasonable Timeline”: shall mean ten (10) business days from the date the request is marked as received, unless otherwise agreed to by an authorized representative from both the CCCEMS and the Contra Costa County Fire Protection District (CCCFPD).
2. Upon CCCEMS requests for data and/or audit reports, a reasonable timeline shall be provided, as defined above for submission of information.
3. When the due date/deadline has been agreed upon it will be confirmed by email by both agencies.
4. Upon receipt of confirmation of agreement, the request will be processed. In the event the agreed upon deadline is in danger of being missed, CCCFPD will communicate via email with a status update to the CCCEMS.
5. Upon completion of the delivery on the requested item, a follow-up email from the receiving party will be sent to the providing party confirming the information has been received and the request fulfilled in its entirety.



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: October 11, 2022

Subject: Advanced Life Support (ALS) - First Responder Contract with Contra Costa Emergency Medical Services Agency

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief to execute the Advanced Life Support (ALS) First Responder Contract with Contra Costa Emergency Medical Services Agency providing revenues to the Fire District in an amount not to exceed \$5,376,369 to provide pre-hospital emergency medical first responder services, for the period July 1, 2022 through June 30, 2025.

FISCAL IMPACT:

The contract provides Measure H funding of approximately \$5.3 million over three fiscal years. There are costs associated with implementing certain programs and contractual requirements associated with this agreement, such as training programs, quality improvement oversight, and contract compliance. While some of these programs are current and already included in the District budget, others will be new expenses needed to comply with the full requirements of the agreement. A consultant will need to be engaged in order to meet the requirement of establishing EMS response time standards within the first twelve months of the agreement; this is not a cost currently accounted for in the FY 2022/23 budget.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/11/2022** 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: October 11, 2022

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

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

By: , Deputy

cc:

BACKGROUND:

As a provider of advanced life support (ALS) paramedic first responder services, the Contra Costa County Fire Protection District (District) is required to have a written agreement with the local emergency medical system authority (CCCEMSA) to participate in the emergency medical system, pursuant to California Code of Regulations. This three-year agreement requires the District to provide ALS first responder services throughout its jurisdiction, except for those communities recently annexed (Brentwood, Oakley, and Discovery Bay), perform certain mandated training on a variety of emergency medical services topics, provide timely reports to the CCCEMSA on a multitude of subjects and contractual requirements, as well as have all training curriculum approved by the CCCEMSA prior to delivery of the training. Additionally, the agreement requires the District to establish response time standards for EMS calls and to have those standards developed and approved by the Board of Directors within one year of executing the agreement.

This agreement provides revenue to the District that partially offsets the costs of providing ALS first response services. The costs of supporting this level of service include medical control and oversight by a licensed physician; disposable and durable supplies, including medications and EMS equipment; capital equipment such as cardiac monitors and communications equipment; and the recruiting, hiring, training, and staffing of paramedic firefighters.

This agreement requires a significant level of effort for the District to comply with all the elements contained within the agreement. The District will be evaluating the need for additional staffing and potential consulting services needed to ensure the District is fulfilling the intent and complying with all the requirements of the agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Contra Costa County Fire Protection District (CCCFPD) will not be in compliance with the California Code of Regulations requirement that an advanced life support (ALS) provider have a written agreement with the local emergency medical system authority to participate in the emergency medical system, and CCCFPD will not be eligible for Measure H First Responder and ALS program support. This would negatively impact patient care within the CCCFPD service area.



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: October 11, 2022

Subject: FY 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to accept a FY 2021 Staffing for Adequate Fire and Emergency Response (SAFER) grant through the U.S. Department of Homeland Security, Federal Emergency Management Agency, in an amount not to exceed \$7,548,363 over a three-year period.

FISCAL IMPACT:

80% Federal, 20% District Funds. The SAFER grant budget is approximately \$9.5 million over three years. The Federal award is approximately \$7.5 million. The District will be responsible for providing local agency funds for the gap amount of approximately \$2 million. The SAFER grant will reimburse the District for the costs associated with salary and benefits for twelve (12) firefighter paramedics, while the District will need to fund the difference in costs for the promoted ranks of the Engineer and Captain positions, as well as any overtime costs associated with staffing the rescue. The local agency funds will likely not be required in the current fiscal year and will need to be budgeted for FY 2023/24 and subsequent fiscal years during the course of the period of performance.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/11/2022** 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: October 11, 2022
, County Administrator and Clerk of the Board of Supervisors

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

By: , Deputy

cc:

BACKGROUND:

On April 26, 2022, the Contra Costa County Fire Protection District (District) Board of Directors (Board) ratified the District's application for grant funding from the U.S. Department of Homeland Security, Federal Emergency Management Agency in an amount not to exceed \$11,500,000 over a three-year period, for the FY 2021 Staffing for Adequate Fire and Emergency Response (SAFER) grant program.

On September 15, 2022, the District was notified of a FY 2021 SAFER award in the amount of \$7,548,363. The District must respond to the award by October 21, 2022.

The purpose of the SAFER grant program is to provide funding directly to fire departments to assist them in maintaining or increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards.

Within the District a fire engine is typically staffed with a captain, an engineer, and a firefighter, at least one of which is a paramedic. The District's ladder trucks are staffed with four personnel, two of which are at the firefighter rank. With funding from the FY 2021 SAFER grant, the District would add a four-person dedicated rescue company consisting of a captain, engineer and two firefighters to assist with filling the need for additional, dedicated personnel for the increasing volume and complexity of rescue related incidents. A dedicated rescue company would consist of members with specialized training in rescue systems including confined space, technical rescue, high angle rope rescue, automobile extrication, building stabilization and shoring, and specialized training for incidents involving violence. Additionally, the rescue company would add system capacity to respond to structure fires, vehicle accidents, technical rescue incidents such as confined space, trench, or high angle rope rescues, vehicles into structures where shoring and stabilization is needed, and emergency medical calls.

As indicated in the above paragraph, staffing a four-person dedicated rescue company consists of adding a captain, engineer, and two firefighters over three shifts. That equates to 12 positions in total. The award does fund 12 positions but it funds them at the firefighter-paramedic level. Therefore, if the District accepts this grant, general operating funds will need to cover the cost difference between firefighter-paramedic and fire captain and fire engineer. The total project cost is estimated at \$9.5 million, so the District will be responsible for the difference between the award amount and the total costs.

Period of Performance: The period of performance for this grant is 03/14/23 to 03/13/26.

Cost Share: There will be a cost sharing component with this award.

Acceptance of this award is time sensitive. The District may need to return with another action to add twelve (12) Firefighter-Paramedic positions.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the District would not accept the SAFER grant and not be able to utilize it to staff a full-time rescue company.



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: October 11, 2022

Subject: Update on Fire Station Construction Projects - October 11, 2022

RECOMMENDATION(S):

ACCEPT a report from the Deputy Fire Chief providing a status summary for Contra Costa County Fire Protection District fire station construction projects. (No fiscal impact)

FISCAL IMPACT:

Status report only. No fiscal impact.

BACKGROUND:

At the request of the Contra Costa County Fire Board of Directors, the Deputy Fire Chief is providing a report on the status and progress of District fire station construction projects.

CONSEQUENCE OF NEGATIVE ACTION:

The Board would not receive a status summary for Contra Costa County Fire Protection District fire station construction projects

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/11/2022** 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: October 11, 2022

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

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

By: , Deputy

cc:

ATTACHMENTS

Construction Projects - October
Update



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

October 11, 2022

TO: Board of Directors

FROM: Aaron J. McAlister, Deputy Fire Chief

RE: Update on Fire Station Construction Projects

- **Fire Station 9 – Pacheco**

This project has reached a milestone for the environmental reports required to seek FAA approval for the land use modification. All reports have been received, and the documents are being packaged for submittal to FAA this month to seek FAA non-aviation (fire station) land use approval for the proposed site.

Fire District staff continue to work with other County staff to identify long-term solutions to drainage and permitting requirements that must be solved in order to advance the project further. If these challenges are not solved in the next quarter, the Fire District may be forced to consider alternative sites.

- **Fire Station 54 – Downtown Brentwood**

Demolition of the former downtown station is in progress. Last week, the Board approved the architectural contracts, and we will be awarding the design of this project in the coming weeks.

We remain in the investigation phase of a lot line adjustment on both sides of the project. Making some modifications of the lot line on both sides would increase the functionality of the fire station.

- **Contra Costa Regional Fire Communications Center (CCRFCC) – Pleasant Hill**

Conceptual design drawings are complete. Fire District staff are reviewing and determining next steps to develop full construction drawings. The goal is to go out to bid in early 2023.

- **Fire Station 51 – Brentwood**

Surveying of the site has begun. This facility will be located at Empire and Grant in Brentwood. In addition to a fire station, a branch office for the Fire Prevention Division will be located on this site. An initial kickoff meeting has been held with the architect. This project is being completed using the design build delivery method.



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: October 11, 2022

Subject: Contract for Environmental, Health, Safety, and Sustainability Consulting Support

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with BSI America Professional Services Inc. for environmental, health, safety, and sustainability consulting support, for the term October 11, 2022, through June 30, 2023, in an amount not to exceed \$200,000.

FISCAL IMPACT:

100% CCCFPD General Operating Fund

BACKGROUND:

Contra Costa County Fire Protection District's (Fire District) recent annexation of the East Contra Costa Fire Protection District brought substantial growth to the Fire District along with the immediate need to update and align our safety policies. The Fire District is in need of a dedicated consultant to analyze, make recommendations, update the Fire District's IIPP to current fire service standards, and prioritize safety throughout the Fire District. BSI EHS Services and Solutions (BSI) has expertise and experience in each of these areas and has successfully worked with the Training and Safety Division throughout the COVID-19 pandemic. BSI is also currently contracted by Contra Costa County to provide guidance on Cal/OSHA regulations and safety recommendations affecting all County employees.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/11/2022** 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: October 11, 2022

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

Contact: Dave Watson, Assistant Fire Chief - Training,
925-941-3300

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the District will continue to seek a dedicated consultant to achieve these critical goals.



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: October 11, 2022

Subject: Contract for Digital Transformaton and Information Technology Governance

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with O3, Inc. in an amount not to exceed \$525,000, for information technology strategic planning and governance services for the term October 11, 2022 to June 30, 2025.

FISCAL IMPACT:

Budgeted; 100% CCCFPD General Operating Fund

BACKGROUND:

Contra Costa County Fire Protection District (Fire District) is dependent on its IT infrastructure and professional services to achieve its mission. Like other public safety organizations, the Fire District is challenged with keeping pace with the growth of the organization, compliance requirements, innovation trends, the need for digital transformation, reducing and containing costs, and supporting ongoing 24x7x365 emergency and non-emergency operations. These challenges can only be addressed by establishing and maintaining an agile, efficient, integrated, mission-focused, and strategically-aligned IT organization. The establishment of a strategically-aligned IT organization requires the implementation of an IT Governance framework. Governance of Enterprise IT (GEIT) is a comprehensive framework that incorporates providing strategic direction, ensuring that the objectives of the plan are achieved, ascertaining that risk is managed appropriately, verifying that the resources are used responsibly, and ultimately ensuring that the investments made yield the value desired by the Fire District.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/11/2022** 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: October 11, 2022

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

Contact: Jeff Peter, Assistant Chief;
925-941-3300

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The Fire District's Information Technology (IT) needs are highly dynamic, demand driven, and are constantly pushing the boundaries of innovation. O3, Inc. will provide consultation, direction, and technical assistance to the Fire District to assist with the implementation of the digital transformation and information technology governance strategic initiatives. The Fire District's strategic plan includes an initiative to transition to a data and digital-centric business model. To assist the Fire District in progressing toward the completion of this goal, O3, Inc. will work closely with the Communications Division Assistant Chief, senior staff, and steering committees to set and implement a digital strategy.



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: October 11, 2022

Subject: Authorize Payment to Moraga-Orinda Fire District for Zonehaven Evacuation Module

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, on behalf of the Contra Costa County Fire Protection District, to make a payment to Moraga-Orinda Fire District, in an amount not to exceed \$164,250, as reimbursement for the second year of the Zonehaven Agreement for a comprehensive regional evacuation support system.

FISCAL IMPACT:

100% CCCFPD General Operating Fund

BACKGROUND:

Moraga-Orinda Fire District (MOFD) was awarded a grant as a sub-recipient of an Urban Areas Security Initiative Grant (UASI) awarded to Contra Costa County in the amount of \$300,000. The purpose of the grant was to contract the development of a comprehensive evacuation support system consisting of fire modeling, evacuation polygons and an evacuation decision support tool. MOFD initiated a competitive bidding process and issued a Request for Proposals (RFP) for Cloud-Based Evacuation Management and Community Evacuation Interface Software. MOFD received one proposal from Zonehaven, Inc. and executed a three-year agreement.

The first year payment due to Zonehaven, which included set up, was \$299,250.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/11/2022** 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: October 11, 2022

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

Contact: Brian Helmick, Deputy Fire Chief
 925-941-3300

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Year two and three payments are \$164,250 annually.

The UASI award covered the first year payment. In the absence of additional funding, MOFD has indicated they will terminate the agreement with Zonehaven. The agreement is attached.

Contra Costa County Fire Protection District -- as the largest regional agency -- has agreed to pay the second year payment and work with the County Fire Chiefs to discuss options the third year payment.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Zonehaven agreement will be terminated.

ATTACHMENTS

MOFD Zonehaven Agreement

MOFD Invoice Zonehaven Year 2

Genasys Zonehaven Invoice Year 2

SaaS Software Agreement

This SaaS Software Agreement (“**Agreement**”) is being entered into as of 6/2/2021 (“**Effective Date**”) by and between Moraga Orinda Fire District (“**Customer**”), a Government Entity with a principal place of business at 1280 Moraga Way, Moraga, CA 94556, and Zonehaven Inc. (“**Supplier**”), a Delaware corporation with a principal place of business at 2034 Great Highway, San Francisco, CA 94116.

In consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, the parties agree as follows:

1. DEFINITIONS.

1.1 “**Data**” means information and data other than Confidential Information submitted by or on behalf of Customer to Supplier for incorporation into the SaaS Service.

1.2 “**Documentation**” means the online user instructions, help files and training materials made available by Supplier to Customer for use with the SaaS Service, as may be updated from time to time by Supplier.

1.3 “**SaaS Service**” means Internet access to Supplier’s evacuation planning software platform.

1.4 “**Services**” means the SaaS Service and any Setup Services.

1.5 “**Setup Services**” means the implementation, consulting, development and other professional services that Supplier may perform as described in **Exhibit A**.

1.6 “**Third Party Offerings**” means applications, services, platforms, software and products provided by third parties that interoperate with the SaaS Service.

1.7 “**Users**” means Customer’s employees and consultants (a) who are authorized by Customer to access and use the SaaS Service and (b) who have been supplied user identifications and passwords for such purpose by Customer (or by Supplier at Customer’s request).

2. LICENSES AND RESTRICTIONS.

2.1 **Access and Use License.** Subject to Customer’s compliance with the terms and conditions contained in this Agreement, Supplier hereby grants to Customer, during the term of this Agreement, a limited, non-exclusive, non-transferable right for its Users to access and use the SaaS Service in accordance with the Documentation in each case solely for Customer’s internal business purposes. Customer agrees that its purchase of the Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Supplier regarding any future functionality or features.

2.2 **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SaaS Service; (b) modify, translate, or create derivative works based on any element of the SaaS Service or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SaaS Service; (d) use the SaaS Service for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation

of the SaaS Service without Supplier's prior written consent, except as otherwise required by law; (g) use the SaaS Service for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the SaaS Service; or (i) attempt to gain unauthorized access to the SaaS Service or their related systems or networks.

2.3 **Reservation of Rights.** Except as expressly granted in this Agreement, there are no other licenses granted to Customer, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Supplier.

3. **THIRD PARTY OFFERINGS.**

3.1 **Third Party Offerings.** The SaaS Service may contain features designed to interoperate with Third Party Offerings. To use such features, Customer may be required to obtain access to such Third Party Offering from their providers. Any use by Customer of any such Third-Party Offerings, and any exchange of data between Customer and any provider of a Third Party Offering, is solely between Customer and the applicable provider of the Third Party Offering. Supplier does not warrant or support any Third Party Offering.

3.2 **Supplier Access Codes.** To the extent that Supplier requires that Customer grant Supplier authorizations, passwords or other user credentials to a Third Party Offering ("**Supplier Access Codes**") to enable interoperability with the SaaS Service, Customer shall promptly provide such Supplier Access Codes. Supplier shall not share, reassign, divulge or disclose any Supplier Access Codes except to Supplier employees or contractors specifically engaged in the performance of the Services upon receiving Customer's written consent. Supplier Access Codes shall constitute Customer's Confidential Information under this Agreement.

4. **PASSWORDS; SECURITY.**

4.1 **Passwords.** Supplier will issue to Customer user logins and passwords for each of its Users authorized to access and use the SaaS Service. Customer shall be, and shall ensure that each of its Users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User to which it was issued. Customer is solely responsible for any and all access and use of the SaaS Service that occurs using logins and passwords Supplier issues to Users. Customer shall restrict its Users from sharing passwords. Customer agrees to immediately notify Supplier of any unauthorized use of any account or login and password issued to Customer's Users, or any other breach of security known to Customer. Customer is responsible for all use of Customer's User accounts, and Customer is responsible for compliance by each User with the terms of this Agreement. Supplier shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

4.2 **No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of the SaaS Service. Customer will immediately notify Supplier of any breach, or attempted breach, of security known to Customer.

5. **CUSTOMER OBLIGATIONS.**

5.1 **Data.** Customer shall deliver Data to Supplier as reasonably requested by Supplier. Customer hereby grants to Supplier a non-exclusive, royalty-free, transferable, perpetual, irrevocable, worldwide, fully paid-up license (with rights to sublicense, including, without limitation, through multiple tiers of sublicensees) to use, reproduce, prepare derivative works, distribute, perform, display, and otherwise exploit the Data in connection with the SaaS Service. For the avoidance of doubt, this license survives any termination or expiration of this Agreement.

5.2 Acceptable Uses. Customer shall be solely responsible for its actions and the actions of its Users while using the SaaS Service. Customer acknowledges and agrees: (a) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Service, including, without limitation, the provision and storage of Data; (b) not to interfere or disrupt networks connected to the SaaS Service or interfere with other ability to access or use the SaaS Service; and (c) to use the SaaS Service only in accordance with the Documentation. Customer acknowledges and agrees that Supplier neither endorses the contents of any Customer communications or Data, nor assumes any responsibility for any offensive material contained therein, any infringement of Third-Party intellectual property rights arising therefrom or any crime facilitated thereby. Supplier, in its discretion, may remove, in its reasonable belief, any content in violation of this Section 5.2 posted or stored using the SaaS Service or transmitted through the SaaS Service, upon reasonable notice to Customer. Notwithstanding the foregoing, Supplier does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Data or any other information or data input into or stored in the SaaS Service for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, integrity, quality, accuracy, legality, reliability, and appropriateness of Data.

5.3 Accuracy of Customer's Contact Information; Email Notices. Customer agrees to provide accurate, current and complete information as necessary for Supplier to communicate with Customer from time to time regarding the Services, issue invoices or accept payment, or contact Customer for other account-related purposes. Customer agrees to keep any online account information current and inform Supplier of any changes in Customer's legal business name, address, email address and phone number. Customer agrees to accept emails from Supplier at the e-mail addresses specified by its Users for login purposes.

5.4 Temporary Suspension. Supplier may temporarily suspend Customer's or its Users' access to the SaaS Service in the event that either Customer any of their Users is engaged in, or Supplier in good faith suspects Customer or any of their Users is engaged in, any unauthorized conduct (including, but not limited to any violation of this Agreement). Supplier shall provide reasonable notice to Customer prior to such suspension. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include User sub-accounts. Customer agrees that Supplier shall not be liable to Customer, any of its Users, or any other third party if Supplier exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Supplier's reasonable satisfaction, Supplier shall reinstate Customer's and its Users' access and use of the SaaS Service. Notwithstanding anything in this Section to the contrary, Supplier's suspension of SaaS Service is in addition to any other remedies that Supplier may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Supplier may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

6. AVAILABILITY; SUPPORT.

6.1 Availability. Subject to the terms and conditions of this Agreement, Supplier will use commercially reasonable efforts to make the SaaS Service available with minimal downtime 24 hours a day, 7 days a week; provided, however, that the following are excepted from availability commitments: (a) planned downtime (with regard to which Supplier will use commercially reasonable efforts to provide at least 24 hours advance notice, and (b) routine maintenance times as reasonably specified by Supplier, and (c) any unavailability caused by circumstances of Force Majeure described in **Section 15.10**. Certain enhancements to the SaaS Service made generally available at no cost to all subscribing customers during the term of this Agreement will be made available to Customer at no additional charge, subject to any conditions that may be required by Supplier. However, the availability of some new enhancements or modules to the SaaS Service may require the payment of additional fees, and Supplier will determine at its sole discretion whether access to any other such new enhancements will require an additional fee. This Agreement will apply to, and the SaaS Service includes, any bug fixes, error

corrections, new builds, enhancements, updates, upgrades and new modules to the SaaS Service subsequently provided by Supplier to Customer hereunder.

6.2 **Support.** Supplier will provide technical support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of US federal holidays (“**Support Hours**”). Customer may initiate a helpdesk ticket during Support Hours by calling the Supplier or by emailing support@zonehaven.com.

7. **SETUP SERVICES.** Supplier shall use commercially reasonable efforts to perform the Setup Services as set forth in **Exhibit A**. Supplier and Customer shall cooperate to enable Supplier to perform the Setup Services according to the dates of performance and delivery terms set forth in **Exhibit A**. In addition, Customer shall perform any Customer obligations specified in **Exhibit A**. In the event the Setup Services are not performed in material accordance with the terms of **Exhibit A**, Customer shall notify Supplier in writing no later than thirty (30) calendar days after performance of the affected Setup Services by Supplier. Customer’s notice shall specify the basis for non-compliance with **Exhibit A**, and if Supplier agrees with the basis for non-compliance, then at Supplier sole option, Supplier shall re-perform the Setup Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Setup Service. THE FOREGOING CONSTITUTES CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND SUPPLIER’S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO PERFORMANCE OR NON-PERFORMANCE OF THE SETUP SERVICES.

8. **FEES AND PAYMENT.**

8.1 **Fees.** Customer agrees to pay all fees specified in **Exhibit B** using one of the payment methods the Supplier supports. Except as otherwise specified in this Agreement or in **Exhibit B**, (a) fees are quoted and payable in United States dollars, (b) fees are based on Services purchased, regardless of actual usage, and (c) payment obligations are non-cancelable and fees paid are non-refundable. Fees are based on yearly periods that begin on the Effective Date and each yearly anniversary thereof. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding, except as may be required by law.

8.2 **Invoices and Payment.** Except as otherwise specified in this Agreement or in **Exhibit B**, all fees will be invoiced in advance. Except as otherwise set forth in the applicable exhibit, Customer agrees to pay all invoiced amounts within thirty (30) calendar days of the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Supplier and notifying Supplier of any changes to such information.

8.3 **Overdue Charges.** If Supplier does not receive fees by the due date, then at Supplier’s discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

8.4 **Suspension of Service.** If any amounts owed by Customer for the Services are ten (10) or more days overdue, Supplier may, without limiting Supplier’s other rights and remedies, suspend Customer’s and its Users’ access to the Services until such amounts are paid in full.

8.5 **Taxes.** “**Taxes**” means all taxes, levies, imposts, duties, fines or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof including, but not limited to federal, state or local sales, use, property, excise, service, transaction, privilege, occupation, gross receipts or similar taxes, in any way connected with this Agreement or any instrument, or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party’s net income. Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own federal and state payroll tax collection, remittance, reporting and filing obligations. Fees and charges imposed under this

Agreement or under any document ancillary to or referenced by this Agreement shall not include Taxes except as otherwise provided herein. Customer shall be responsible for all of such Taxes. If, however, Supplier has the legal obligation to pay Taxes and is required or permitted to collect such Taxes for which Customer is responsible under this section, Customer shall promptly pay the Taxes invoiced by Supplier unless Customer has furnished Supplier with valid tax exemption documentation regarding such Taxes at the execution of this Agreement or at the execution of any subsequent instrument or agreement ancillary to or referenced by this Agreement. Customer shall comply with all applicable tax laws and regulations. Customer hereby agrees to indemnify Supplier for any Taxes and related costs paid or payable by Supplier attributable to Taxes that would have been Customer's responsibility under this **Section 8.5** if invoiced to Customer. Customer shall promptly pay or reimburse Supplier for all costs and damages related to any liability incurred by Supplier as a result of Customer's non-compliance or delay with its responsibilities herein. Customer's obligation under this **Section 8.5** shall survive the termination or expiration of this Agreement.

9. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

9.1 **Mutual Representations and Warranties.** Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) it has the right to grant the licenses it grants hereunder; and (c) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.

Supplier warrants and represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified in the Agreement and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

9.2 **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS **SECTION 9**, THE SERVICES ARE PROVIDED ON AN AS-IS BASIS. CUSTOMER'S USE OF THE SAAS SERVICE AND THE SETUP SERVICES IS AT ITS OWN RISK. SUPPLIER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE EXPRESS WARRANTIES MADE BY SUPPLIER IN **SECTION 9** ARE FOR THE BENEFIT OF THE CUSTOMER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY. ANY SOFTWARE PROVIDED THROUGH THE SAAS SERVICE IS LICENSED AND NOT SOLD.

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS **SECTION 9**, NO AGENT OF SUPPLIER IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF SUPPLIER AS SET FORTH HEREIN. SUPPLIER DOES NOT WARRANT THAT: (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY DATA OR INFORMATION WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY CUSTOMER THROUGH THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) THE SERVICES WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (F) THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SUPPLIER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SERVICES. SUPPLIER SHALL NOT BE LIABLE FOR ANY RESULTING BODILY INJURY, DEATH OF ANY PERSON OR DAMAGE TO REAL OR TANGIBLE, PERSONAL PROPERTY.

10. INDEMNIFICATION.

10.1 Supplier Indemnity.

(a) **General.** During term of this Agreement, Supplier, at its expense, shall defend Customer and its officers, directors and employees (the “**Customer Indemnified Parties**”) from and against all actions, proceedings, claims and demands by a third party (a “**Third-Party Claim**”) alleging that the SaaS Service infringes any copyright or misappropriates any trade secret and shall pay all damages, costs and expenses, including attorneys’ fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party bringing any such Third-Party Claim. Supplier’s obligations under this Section are conditioned upon (i) Supplier being promptly notified in writing of any claim under this Section, (ii) Supplier having the sole and exclusive right to control the defense and settlement of the claim, and (iii) Customer providing all reasonable assistance (at Supplier’s expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without Supplier’s prior written approval. Customer may, at its own expense, engage separate counsel to advise Customer regarding a Claim and to participate in the defense of the claim, subject to Supplier’s right to control the defense and settlement.

(b) **Mitigation.** If any claim which Supplier is obligated to defend has occurred, or in Supplier’s determination is likely to occur, Supplier may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the SaaS Service, (b) substitute a functionality equivalent, non-infringing replacement for such the SaaS Service, (c) modify SaaS Service to make it non-infringing and functionally equivalent, or (d) terminate this Agreement and refund to Customer any prepaid amounts attributable to the period of time after the date Customer becomes unable to use the SaaS Service, as reasonably determined by Supplier.

(c) **Exclusions.** Notwithstanding anything to the contrary in this Agreement, the foregoing obligations shall not apply with respect to a claim of infringement if such claim arises out of (i) Customer’s use of infringing or misappropriated Data, (ii) use of the SaaS Service in combination with any software, hardware, network or system not supplied by Supplier where the alleged infringement relates to such combination, (iii) any modification or alteration of the SaaS Service other than by Supplier, (iv) Customer’s continued use of the SaaS Service after Supplier notifies Customer to discontinue use because of an infringement claim, (v) Customer’s violation of applicable law, or (vi) Third Party Offerings.

(d) **Sole Remedy.** THE FOREGOING STATES THE ENTIRE LIABILITY OF SUPPLIER WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE SAAS SERVICE OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF SUPPLIER WITH RESPECT THERETO.

10.2 **Customer Indemnity.** Customer shall defend Supplier and its licensors and their respective officers, directors and employees (“**Supplier Indemnified Parties**”) from and against any and all Third-Party Claims which arise out of or relate to: (a) a claim or threat that the Data (and the exercise by Supplier of the rights granted herein with respect thereto) infringes, misappropriates or violates any third party’s intellectual property rights, privacy rights or other rights; (b) Customer’s use or alleged use of the SaaS Service other than as permitted under this Agreement; (c) arising from the occurrence of any of the exclusions set forth in **Section 10.1(c)**; or (d) bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer’s use or alleged use of the SaaS Service. Customer shall pay all damages, costs and expenses, including attorneys’ fees and costs (whether by settlement or award of by a final judicial judgment) paid to the third party

bringing any such Third-Party Claim. Customer's obligations under this Section are conditioned upon (x) Customer being promptly notified in writing of any claim under this Section, (y) Customer having the sole and exclusive right to control the defense and settlement of the claim, and (z) Supplier providing all reasonable assistance (at Customer's expense and reasonable request) in the defense of such claim. In no event shall Supplier settle any claim without Customer's prior written approval. Supplier may, at its own expense, engage separate counsel to advise Supplier regarding a Third-Party Claim and to participate in the defense of the claim, subject to Customer's right to control the defense and settlement.

11. CONFIDENTIALITY.

11.1 **Confidential Information.** "Confidential Information" means any and all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is confidential under federal, state, or local law, or marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; and (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business. Confidential Information of Supplier shall include the SaaS Service, the Documentation, and pricing and other terms and conditions of this Agreement. Confidential Information also includes all summaries and abstracts of Confidential Information. For the avoidance of doubt, Customer agrees that Data is not Confidential Information of Customer.

11.2 **Non-Disclosure.** Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. Subject to **Section 12.2 (Anonymized Usage Statistics)**, the Receiving Party shall, at all times, both during the term of this Agreement and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it, and the Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. Subject to **Section 12.2 (Anonymized Usage Statistics)**, the Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and agents who need access to such Confidential Information in order to affect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

11.3 **Exceptions to Confidential Information.** The obligations set forth in **Section 11.2 (Non-Disclosure)** shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction;

provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency; (y) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

11.4 Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

12. PROPRIETARY RIGHTS.

12.1 SaaS Service. As between Supplier and Customer, all right, title and interest in the SaaS Service and any other Supplier materials furnished or made available hereunder, and all modifications and enhancements thereof, belong to and are retained solely by Supplier or Supplier's licensors and providers, as applicable.

12.2 Ownership and title to all reports, documents, plans, specifications, data and estimates produced and delivered to Customer in connection with this Agreement that do not contain any Supplier Confidential Information or intellectual property will automatically be vested in the Customer; and no further agreement will be necessary to transfer ownership to the Customer. All other inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of Supplier, whether solely or jointly, including without limitation, in connection with Supplier's performance of the Services hereunder, all resulting work product and deliverables and all intellectual property rights therein, shall remain the sole and exclusive property of Supplier. Supplier shall furnish the Customer all necessary copies of non-proprietary data needed to complete the services under Exhibit A of this Agreement.

12.3 Anonymized Usage Statistics. Notwithstanding anything in this Agreement to the contrary, during and after the term of this Agreement, Supplier is free to use and disclose data and information relating to Customer's use of the Services in any aggregated or de-identified form ("**Anonymized Usage Statistics**"). As between Supplier and Customer, all right, title and interest in the Anonymized Usage Statistics and all intellectual property rights therein, belong to and are retained solely by Supplier. Without limiting the foregoing, Customer agrees that Supplier may (a) make Anonymized Usage Statistics publicly available, (b) disclose Anonymized Usage Statistics to third parties, and (c) use Anonymized Usage Statistics for any purpose, including any analysis, service enhancement or marketing. During the term of this Agreement and for one year thereafter, Supplier and Customer shall maintain all books, documents, papers, accounting records, data and other evidence pertaining to the performance of the services under Exhibit A of this Agreement, including but not limited to, the costs of administering the Agreement. Each party shall make such data and materials available at its respective offices at all reasonable times. During the term of this Agreement and for one year thereafter, Customer or Customer's duly authorized representative shall have access to any books, records, data and documents of the Supplier that are related to Services under this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

13. LIMITATION OF LIABILITY.

13.1 No Consequential Damages. NEITHER SUPPLIER NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUPPLIER OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES

ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE SAAS SERVICE, SETUP SERVICES, OR THE RESULTS THEREOF. SUPPLIER WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

13.2 Limits on Liability. NEITHER SUPPLIER NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO SUPPLIER UNDER THIS AGREEMENT DURING THE PERIOD OF 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

13.3 Essential Purpose. CUSTOMER ACKNOWLEDGES THAT THE TERMS IN THIS **SECTION 13** (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

14. TERM AND TERMINATION.

14.1 Term. This Agreement shall commence on the Effective Date and, unless terminated sooner in accordance with the terms of this Agreement, shall continue for an initial term of 3 years. After the initial term, this Agreement will automatically renew for additional one-year periods, unless either party gives the other party notice of its intent not to renew. This agreement may be terminated with at least 30 days of notice at the conclusion of the first year or any subsequent year. Termination will be effective at the end of the applicable term in which such notice is received.

14.2 Termination for Cause. A party may terminate this Agreement upon written notice to the other party in the event the other party (a) files a petition for bankruptcy or has a petition for bankruptcy filed against it that is not dismissed within sixty (60) days after filing or admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business and such termination shall occur immediately upon notice; or (b) commits a material breach of this Agreement and does not remedy such breach within thirty (30) days after receipt of written notice of such breach. Upon any termination for cause by Customer, Supplier shall refund to Customer any prepaid amounts attributable to the period of time after the termination date, as reasonably determined by Supplier. Upon any termination for cause by Supplier, Customer shall pay any unpaid fees covering the remainder of the term of this Agreement after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Supplier for the period prior to the effective date of termination.

14.3 Effects of Termination. Upon expiration or termination of this Agreement, (a) Customer's use of and access to the SaaS Service and Supplier's performance of all Setup Services shall cease, and (b) all fees and other amounts owed to Supplier shall be immediately due and payable by Customer.

14.4 Survival. The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive (including, without limitation, the payment terms and the provisions concerning ownership, confidentiality, limitation of liability, indemnity, warranty disclaimers, and the Data license from Customer to Supplier).

15. MISCELLANEOUS.

15.1 Notices. Supplier may give notice to Customer by means of a general notice through the SaaS Service interface, electronic mail to Customer's e-mail address on record with Supplier, or by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service to Customer's address on record with Supplier. Customer may give notice to Supplier by written communication sent

by first class postage prepaid mail or nationally recognized overnight delivery service addressed to Supplier, 2034 Great Highway, San Francisco, CA 94116, Attention: Legal. Notice shall be deemed to have been given upon receipt or, if earlier, two (2) business days after mailing, as applicable. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

15.2 Governing Law. This Agreement and the rights and obligations of the parties to and under this agreement shall be governed by and construed under the laws of the United States and the State of California as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties further agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form. The parties hereto agree that venue or forum from any action or proceeding regarding this Agreement or performance thereof shall be in Contra Costa County, California.

15.3 Publicity. Supplier has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business development and marketing efforts, including without limitation Supplier's website.

15.4 U.S. Government Customers. If Customer is a federal government entity, Supplier provides the SaaS Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SaaS Service include only those rights customarily provided to the public as defined in these Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in these Terms.

15.5 Waiver. No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

15.6 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

15.7 Assignment. Customer may not assign its rights or delegate its obligations under this Agreement to any third party, whether voluntarily or by operation of law or otherwise (including in connection with any merger or acquisition involving Customer), without the prior written consent of Supplier, such consent not to be unreasonably withheld, and subject to Customer paying any applicable transfer or set-up fees. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the parties and their successors and permitted assigns.

15.8 Relationship of the Parties. Supplier is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

15.9 Attorneys' Fees. In any action to enforce this Agreement, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

15.10 **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; strikes or other labor problems; any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement); or any other event beyond the reasonable control of the party whose performance is to be excused.

15.11 **Entire Agreement.** This Agreement, including all exhibits and all documents referenced herein, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date hereof.

ZONEHAVEN JNC

By: Charlie Crocker
6B44C6A800C2482...

Name: Charlie Crocker

Title: CEO

Moraga Grinds Fire District

By: David Winnacker
7B88967ED23143A...

Name: David winnacker

Title: Fire Chief

EXHIBIT A

DESCRIPTION OF SETUP SERVICES

Zonehaven pre-built preliminary Public Safety Zones for the County in order to help meet the goal of implementing the Evacuation Management Platform for the coming fire season. Based on the level of agency participation, the project is expected to take 8-10 weeks to implement. As part of the preparation your organization compiled:

- Multi-agency team assignments
- Dates for detailed project plan
- List of agency leads/points of contact

Task or Milestone	WK00	WK01	WK02	WK03	WK04	WK05	WK06	WK07	WK08
Contract Signed	*								
Kick off Meeting	*								
Initial Data Set-up									
Zone build and environment set up									
Bi-weekly leads meeting		*		*		*		*	
Delivery of DRAFT Public Safety Zones		*							
2 Online conference calto prepare for review meeting									
LE/Fire/OES team meetings (3hrs each)									
Zone and environment revisions									
Final zones delivered in platform (subs start)							*		
Integration with alert end points									
Deploy CEI on county website									3 mos (+)

EXHIBIT B**FEES**

Product	Cost/Yr		TOTAL
One time Set-up EMP and CEI: Standard Wildfire Module	\$150,000	1	\$150,000
Existing Zonehaven Deployed Licenses within the County		10%	(\$15,000)
3-Year License EMP & CEI: Standard Wildfire Module (Cost per Year)	\$225,000	1	\$225,000
Discount for three-year contract		27%	(\$60,750)
Total 1st year License cost for 3-year Contract (Set-up plus License)			\$299,250
Annual License Subscription Cost Year 2			\$164,250
Annual License Subscription Cost Year 3			\$164,250

Payment:

1. *Set-up fee of \$135,000 due within 30 days of the date of this SaaS agreement.*
2. *1st year license cost of \$164,250 due within 30 days of date of Zones becoming agency approved as described in the RFP response or within 90 days of the date of this SaaS agreement, whichever is earlier.*



Invoice INV 002795

Remit to:
Genasys
 16262 W Bernardo Drive
 San Diego, CA 92127

Date..... 9/1/2022
 Sales order SO 00003062
 Purchase order
 Ordered by David Winnacker
 Customer account CUS 3309
 Shipped via [Will Call](#)
 Payment terms Net 30 Days
 Invoice due 10/1/2022
 Page 1 of 1

Bill to:
 Moraga Orinda Fire District
 1280 Moraga Way
 Moraga, CA 94556

Ship to:
 Moraga Orinda Fire District
 1280 Moraga Way
 Moraga, CA 94556

Item number	Description	Quantity	Unit	Unit price	Amount
ZH-WILDFIRE-EVAC	Annual Standard Wildfire Evacuation Module - Year 2	1.00	ea	164,250.00	164,250.00

For payment via bank transfer:

Bank MUFG Union Bank, N.A.
 Account Number 0051148443
 Routing 122000496
 S.W.I.F.T BOFCUS33MPK
 DUNS# 01-449-3803

Total	Prepaid	Remainder	
164,250.00	0.00	164,250.00 USD	
Sales balance	Freight charges	Sales tax	Total
164,250.00	0.00	0.00	164,250.00 USD



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors

From: Monica Nino, County Administrator

Date: October 11, 2022

Subject: Revision to Fire Management Benefits Resolution No. 2022/264

RECOMMENDATION(S):

ADOPT Resolution No. 2022/357 to revise Section 9.12. Special Circumstance Overtime Compensation, paragraph c. of the Fire Management Benefits Resolution No. 2022/264 as follows:

c. At the Fire Chief’s discretion, a Deputy Fire Chief or Assistant Fire Chief (40-hour or 56-hour) may backfill an absent fifty-six (56) hour Assistant Fire Chief. When this occurs, the backfill shall be compensated at a forty (40) hour straight time rate of pay;

FISCAL IMPACT:

This Resolution clarifies the intent of Resolution 2022/264 and represents no new costs.

BACKGROUND:

This Resolution is intended to clarify that for Resolution 2022/264, adopted July 26, 2022, Section 9.12. Special Circumstance Overtime Compensation, paragraph c., the 40 hour straight time rate also applies when an Assistant Fire Chief-56-hour backfills for an absent Assistant Fire Chief- 56-hour.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/11/2022** 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: October 11, 2022

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

Contact: David Sanford, Chief of Labor Relations, (925) 655-2070

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Deputy or Assistant Fire Chiefs will not be appropriately compensated when backfilling an absent Assistant Fire Chief.

ATTACHMENTS

Resolution 2022/357

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

Adopted this Resolution on 10/11/2022 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2022/357

In The Matter Of: Revising Section 9.12. Special Circumstance Overtime Compensation, paragraph c. of Management Benefits Resolution No. 2022/264.

The Contra Costa Board of Supervisors acting solely in its capacity as the governing board of the Contra Costa County Fire Protection District **RESOLVES THAT:**

Section 9.12. Special Circumstance Overtime Compensation, paragraph c. of the Fire Management Benefits Resolution No. 2022/264 is revised as follows:

c. At the Fire Chief’s discretion, a Deputy Fire Chief or Assistant Fire Chief (40-hour or 56-hour) may backfill an absent fifty-six (56) hour Assistant Fire Chief. When this occurs, the backfill shall be compensated at a forty (40) hour straight time rate of pay;

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: David Sanford, Chief of Labor Relations, (925) 655-2070

ATTESTED: October 11, 2022

Monica Nino, 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: Monica Nino, County Administrator

Date: October 11, 2022

Subject: Resolution No. 2022/356 – IAFF Local 1230 SAFER Grant Side Letter

RECOMMENDATION(S):

ADOPT Resolution No. 2022/356 approving the Side Letter between the District and IAFF, Local 1230 regarding the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

FISCAL IMPACT:

The SAFER grant budget is approximately \$9.5 million over three years. The Federal award is approximately \$7.5 million. The District will be responsible for providing local agency funds for the gap amount of approximately \$2 million. The SAFER grant will reimburse the District for the costs associated with salary and benefits for twelve (12) firefighter paramedics, while the District will need to fund the difference in costs for the promoted ranks of the Engineer and Captain positions, as well as any overtime costs associated with staffing the rescue. The local agency funds will likely not be required in the current fiscal year and will need to be budgeted for FY 2023/24 and subsequent fiscal years during the course of the period of performance.

BACKGROUND:

On September 15, 2022, the Contra Costa County Fire Protection District Board of Directors was awarded a

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 10/11/2022 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: October 11, 2022

, County Administrator and Clerk of the Board of Supervisors

Contact: David Sanford, (925) 655-2070

By: , Deputy

cc:

BACKGROUND: (CONT'D)

three-year federal grant to fill nine firefighter and firefighter-paramedic positions. The District Board is expected to approve and authorize the Fire Chief to accept the FY 2021 Staffing for Adequate Fire and Emergency Response (SAFER) grant through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA). This action provides the side letter that outlines the use of the twelve grant funded firefighter positions.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not have an agreement regarding the addition of a fourth firefighter to certain engine or truck companies.

ATTACHMENTS

Resolution 2022/356

IAFF 1230 Side Letter

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

Adopted this Resolution on 10/11/2022 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2022/356

In the Matter of: The Side Letter between the Contra Costa County Fire Protection District and IAFF Local 1230, regarding the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

The Contra Costa County Fire Protection District Board of Directors acting solely in its capacity as the governing board of the Contra Costa County Fire Protection District **RESOLVES THAT:**

Effective upon receipt of notice of the award and subsequent acceptance by the District Board of Directors of the 2021 SAFER grant, the attached Side Letter dated October 3, 2022, between the Contra Costa County Fire Protection District and IAFF Local 1230, be **ADOPTED**.

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: David Sanford, (925) 655-2070

ATTESTED: October 11, 2022
, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

**SIDE LETTER
BETWEEN
Contra Costa County Fire Protection District &
IAFF, LOCAL 1230**

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

This Side Letter is by and between IAFF, Local 1230 ("Local 1230") and the Contra Costa County Fire Protection District ("District") (hereinafter collectively "the Parties"). This side letter is effective upon receipt of notice of the award and subsequent acceptance by the District Board of Directors of the FY 2021 Staffing for Adequate Fire and Emergency Response ("SAFER") grant (hereinafter "Grant") issued through the U.S. Department of Homeland Security and Federal Emergency Management Agency ("FEMA").

If the Grant award is accepted, the District will use the Grant funds to fill twelve (12) full-time positions, of which three (3) will be Fire Engineer and three (3) will be Fire Captain positions. The District will use these twelve positions to staff one rescue company at a fire station to be determined during the term of the Grant. The District will have sole discretion to determine which station the rescue company will be located. When the funding for the Grant terminates (approximately three (3) years after the performance period starts), if financially feasible, the District will consider retaining a four (4) person staffed rescue company.

The parties agree that the addition of a staffed rescue company with four (4) persons pursuant to the Grant shall not establish a precedent for four (4) person staffing on any engine, truck, or rescue companies within the District.

This Side Letter will remain in effect until termination of the FY 2021 Grant award or until terminated by the parties, whichever occurs sooner. All other terms and conditions of the current MOU between the District and Local 1230 remain unchanged by this Side Letter.

Date: 10/3/2022

Contra Costa County Fire District:



IAFF, Local 1230:



