

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 for 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 pro-rated 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

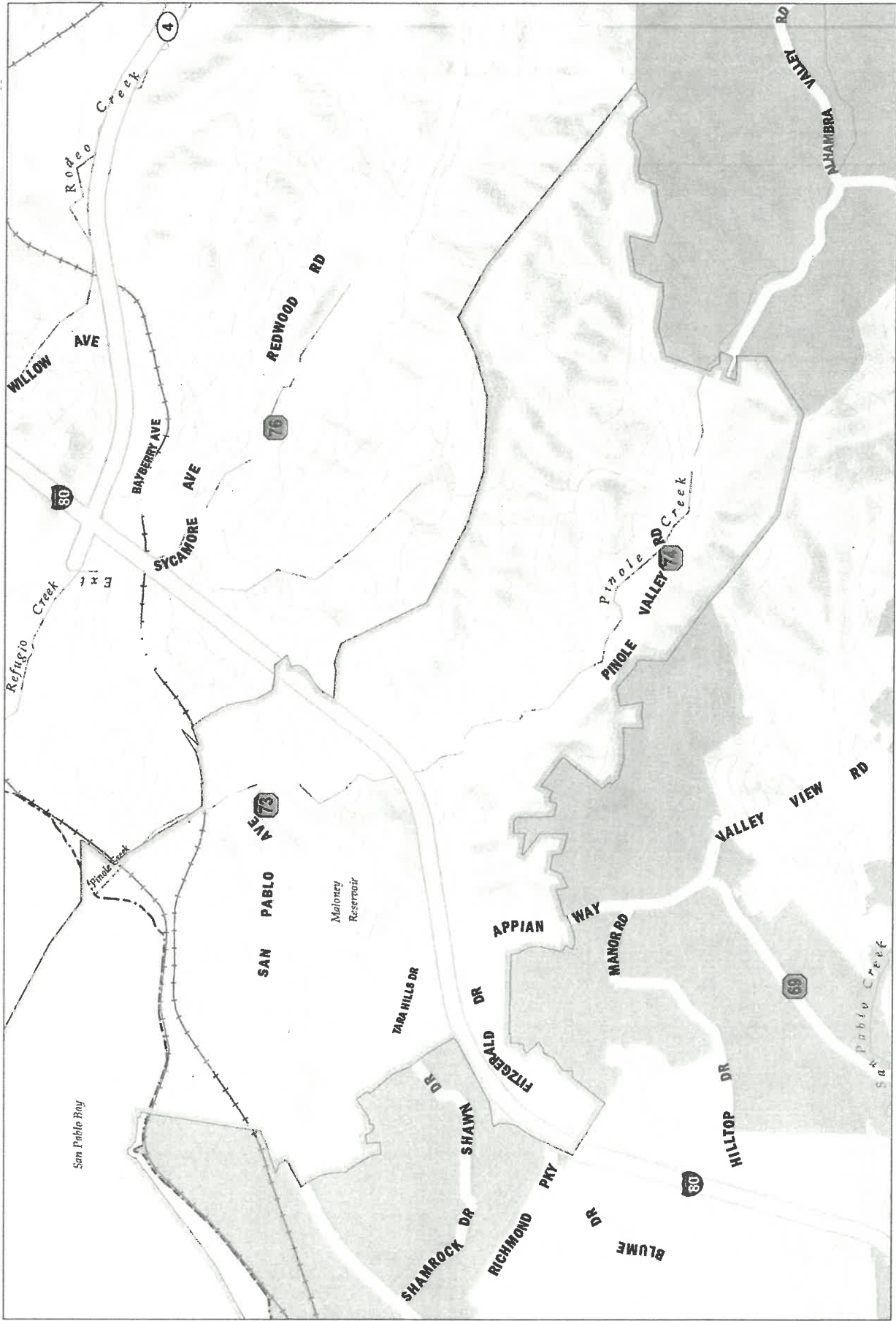
Eric Casher, City Attorney

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

0 3,200
Feet

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

[Signature]
 By: June McHuen, Deputy

cc: