

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

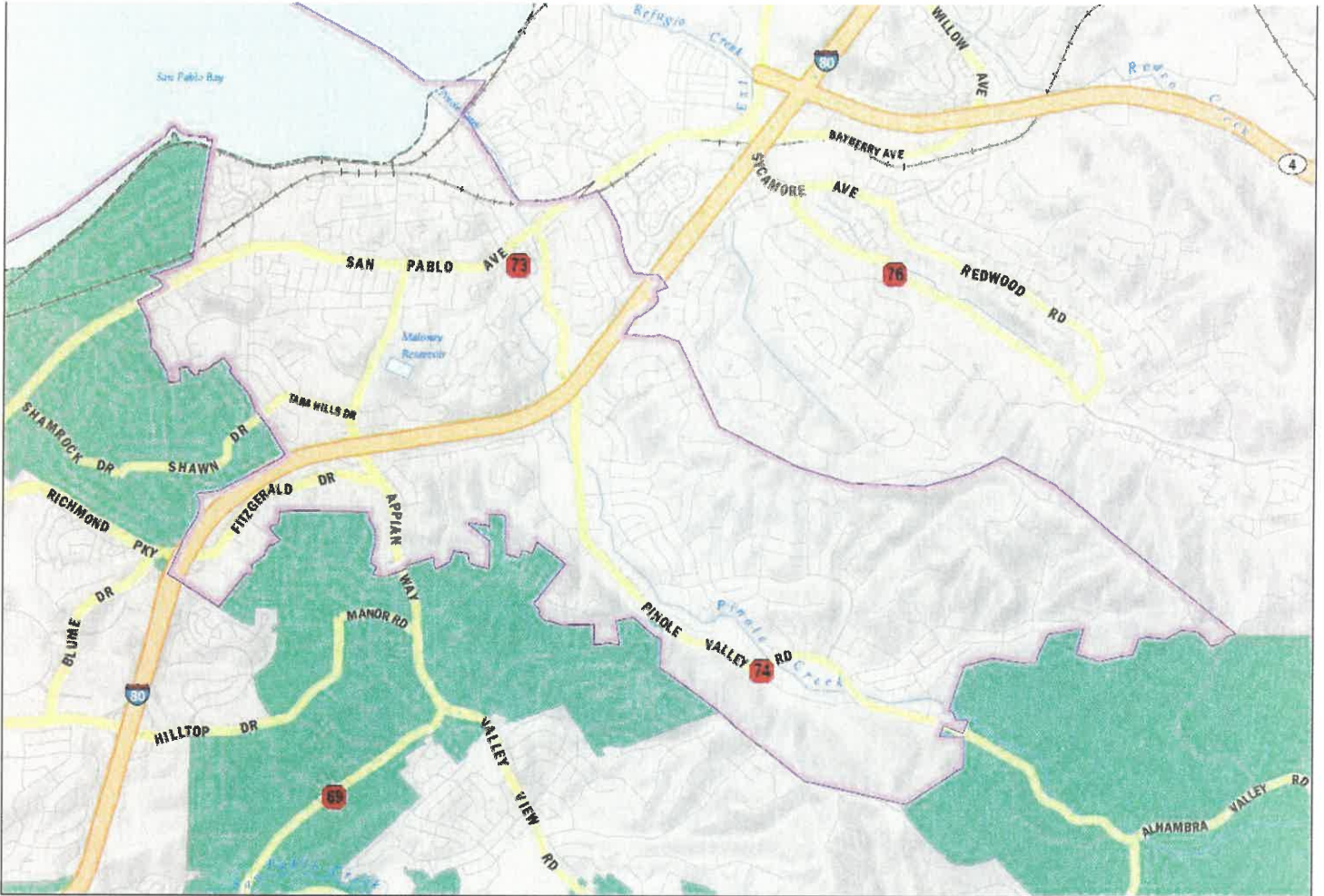


EXHIBIT 2
MAP OF THE DISTRICT'S JURISDICTIONAL BOUNDARIES

