

CALENDAR FOR THE BOARD OF DIRECTORS
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229

CANDACE ANDERSEN, *CHAIR*
MARY N. PIEPHO, *VICE CHAIR*
JOHN GIOIA
KAREN MITCHOFF
FEDERAL D. GLOVER

DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900
JEFF CARMAN, FIRE CHIEF

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO
AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO THREE (3) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item
or public comment period
depending on the number of speakers and the business of the day.
Your patience is appreciated.

A closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at
www.co.contra-costa.ca.us.

ANNOTATED AGENDA & MINUTES
September 13, 2016

Present: Director John Gioia; Director Candace Andersen; Director Mary N. Piepho; Director Karen Mitchoff;
Director Federal D. Glover

Staff Present: David Twa, County Administrator
Jeff Carman, Fire Chief

1:30 P.M. Convene and call to order.

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

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

There were no items removed from consent for discussion.

D. 2 PUBLIC COMMENT (3 Minutes/Speaker)

Ruth Atkins, Health Insurance Counseling & Advocacy Program (HICAP), spoke on difficulties in the billing process for ambulance services.

A meeting is scheduled with Chief Broschard on September 15, 2016 to examine problems in the billing.

D.3 CONSIDER authorizing the Fire Chief, or designee, to execute a Joint Community Facilities Agreement between the City of Pittsburg and the Contra Costa County Fire Protection District for the purpose of Pittsburg forming a Community Facilities District to pay the District for supplemental fire protection, emergency medical services, and facilities and equipment needs within the City of Pittsburg. (Jeff Carman, Fire Chief)

It came to the attention of staff after the publication of the agenda that the Joint Community Facilities Agreement would appropriately be adopted by resolution.

By unanimous vote, with all Supervisors present, the Board APPROVED the additional material Resolution No. 2016/2 and modification of the Board Order language to reflect this.

ADOPTED Resolution No. 2016/2 to APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Joint Community Facilities Agreement between the City of Pittsburg and the Contra Costa County Fire Protection District for the purpose of Pittsburg forming a Community Facilities District to pay the District for supplemental fire protection, emergency medical services, and facilities and equipment needs within the City of Pittsburg

AYE: Director John Gioia, Director Candace Andersen, Director Mary N. Piepho, Director Karen Mitchoff, Director Federal D. Glover

D.4 CONSIDER authorizing the Fire Chief, or his designee, to execute a contract with Willdan Financial Services to perform an Impact Fee Study, including the possibility of forming Community Facilities Districts in areas of new development, in an amount not to exceed \$46,000 for the period of September 15, 2016 through October 31, 2017. (Lewis Broschard, Deputy Fire Chief)

AYE: Director John Gioia, Director Candace Andersen, Director Mary N. Piepho, Director Karen Mitchoff, Director Federal D. Glover

D.5 CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Jeff Carman, Fire Chief)

AYE: Director John Gioia, Director Candace Andersen, Director Mary N. Piepho, Director Karen Mitchoff, Director Federal D. Glover

- D.6** CONSIDER accepting a report from the Fire Chief on ambulance service response times, payer mix, and revenue received to date. (Jeff Carman, Fire Chief)

AYE: Director John Gioia, Director Candace Andersen, Director Mary N. Piepho, Director Karen Mitchoff, Director Federal D. Glover

CONSENT ITEMS

- C.1** ADOPT Position Adjustment Resolution No. 21912 to add three Fire Inspector I (represented) positions and cancel three Fire Inspector II (represented) positions in the Contra Costa County Fire Protection District. (Cost savings)

AYE: Director John Gioia, Director Candace Andersen, Director Mary N. Piepho, Director Karen Mitchoff, Director Federal D. Glover

- C.2** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Northern California Rescue Training, LLC in an amount not to exceed \$115,000 for technical rescue training for first responder personnel for the period September 14, 2016 to September 30, 2017. (90% Federal, 10% District match)

AYE: Director John Gioia, Director Candace Andersen, Director Mary N. Piepho, Director Karen Mitchoff, Director Federal D. Glover

- C.3** APPROVE and AUTHORIZE the Fire Chief, or designee, to enter into an Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services Between the Contra Costa County Fire Protection District and the City of Richmond effective July 1, 2015 and APPROVE and AUTHORIZE the Fire Chief, or designee, to enter into an Agreement for Technical Support Services and Specialized Resources Between the Contra Costa County Fire Protection District and the City of Richmond effective July 1, 2015. (100% District General Operating fund)

AYE: Director John Gioia, Director Candace Andersen, Director Mary N. Piepho, Director Karen Mitchoff, Director Federal D. Glover

- C.4** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with Rush Truck Centers of Texas, in an amount not to exceed \$160,000, for the purchase of a Peterbilt 567 tractor for the Contra Costa County Fire Protection District's dozer program. (100% District General Operating fund)

AYE: Director John Gioia, Director Candace Andersen, Director Mary N. Piepho, Director Karen Mitchoff, Director Federal D. Glover

- C.5** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with AP Triton, LLC to extend the termination date from November 1, 2016 to April 30, 2017, increase the payment limit by \$45,000 to a new payment limit of \$105,000, and amend the Service Plan to include a staff training component in addition to oversight and monitoring of the District's fire-based emergency ambulance service program. (100% EMS Transport Fees)

AYE: Director John Gioia, Director Candace Andersen, Director Mary N. Piepho, Director Karen Mitchoff, Director Federal D. Glover

GENERAL INFORMATION

The Board meets in its capacity as the Board of Directors of the Contra Costa County Fire Protection District pursuant to Ordinance Code Section 24-2.402. Persons who wish to address the Board of Directors should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours. All matters listed under CONSENT ITEMS are considered by the Board of Directors to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Commission votes on the motion to adopt. Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Directors can be submitted to the office of the Clerk of the Board via mail: Contra Costa County Fire Protection District Board of Directors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The District will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106. Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements. Applications for personal subscriptions to the Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The Board of Directors' agenda and meeting materials are available for inspection at least 96 hours prior to each meeting at the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California.

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

www.co.contra-costa.ca.us

ADVISORY COMMISSION

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, October 10, 2016 at 7:00 p.m. at the District Training Center, 2945 Treat Blvd., Concord, CA 94518.

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

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

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

AB Assembly Bill
ABAG Association of Bay Area Governments
ACA Assembly Constitutional Amendment
ADA Americans with Disabilities Act of 1990
AFSCME American Federation of State County and Municipal Employees
ARRA American Recovery & Reinvestment Act of 2009
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BayRICS Bay Area Regional Interoperable Communications System
BGO Better Government Ordinance
BOC Board of Commissioners
CALTRANS California Department of Transportation
CAER Community Awareness Emergency Response
CAL-EMA California Emergency Management Agency
CAO County Administrative Officer or Office
CBC California Building Code
CCCPFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CFC California Fire Code
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFPD) Contra Costa County Fire Protection District
CPA Certified Public Accountant

CPF – California Professional Firefighters
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
FTE Full Time Equivalent
FY Fiscal Year
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IAFF International Association of Firefighters
ICC International Code Council
IFC International Fire Code
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
Local 1230 Contra Costa County Professional Firefighters Local 1230
MAC Municipal Advisory Council
MBE Minority Business Enterprise
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
NFPA National Fire Protection Association
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration

PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
UCOA United Chief Officers Association
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Jeff Carman, Chief, Contra Costa County Fire Protection District
 Date: September 13, 2016

Subject: Community Facilities Agreement with the City of Pittsburg

RECOMMENDATION(S):

ADOPT Resolution No. 2016/2 to APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Joint Community Facilities Agreement between the City of Pittsburg and the Contra Costa County Fire Protection District for the purpose of Pittsburg forming a Community Facilities District to pay the District for supplemental fire protection, emergency medical services, and facilities and equipment needs within the City of Pittsburg.

FISCAL IMPACT:

A Community Facilities District (CFD) generates supplemental revenue through the levy of special taxes to support new development in the area(s) in which it is formed. The actual revenue generated by the CFD over time will depend on the amount of new development within the area.

BACKGROUND:

The City of Pittsburg (City) recently approached the Contra Costa County Fire Protection District (District) with an offer of agreement to form a Community Facilities District (CFD) to support supplemental fire protection and emergency medical services within the City. This CFD would provide an annual revenue stream from parcels and properties in areas of new development

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **09/13/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Mary N. Piepho, Director
 Karen Mitchoff, Director
 Federal D. Glover, Director

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 13, 2016

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

Contact: Lewis Broschard, Deputy Fire
 Chief (925) 941-3501

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

within the City to support supplemental fire protection, emergency medical services, as well as facility, apparatus, and equipment needs within the City.

Taxes would be collected by the Contra Costa County Treasurer-Tax Collector on behalf of the City and distributed by the City to the District to be used for agreed upon supplemental services as detailed in the agreement. The CFD would be administered by the City for the benefit of the District, and if approved, the special tax would be levied on new developments within the City upon the effective date of the agreement.

CONSEQUENCE OF NEGATIVE ACTION:

The City will not be able to implement the CFD on behalf of the District and the District will not receive the funding that would otherwise be generated by the CFD to support supplemental services, facilities, or equipment in areas of new development within the City.

CLERK'S ADDENDUM

It came to the attention of staff after the publication of the agenda that the Joint Community Facilities Agreement would appropriately be adopted by resolution. By unanimous vote, with all Supervisors present, the Board APPROVED the additional material Resolution No. 2016/2 and modification of the Board Order language to reflect this. ADOPTED Resolution No. 2016/2 to APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Joint Community Facilities Agreement between the City of Pittsburg and the Contra Costa County Fire Protection District for the purpose of Pittsburg forming a Community Facilities District to pay the District for supplemental fire protection, emergency medical services, and facilities and equipment needs within the City of Pittsburg

AGENDA ATTACHMENTS

Pittsburg Facilities District Agreement

MINUTES ATTACHMENTS

Signed Resolution No. 2016/2

JOINT COMMUNITY FACILITIES AGREEMENT
BETWEEN THE CITY OF PITTSBURG AND THE
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

CITY OF PITTSBURG
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(Name)

This Joint Community Facilities Agreement (this “**Agreement**”) between the City of Pittsburg, a California municipal corporation (the “**City**”), and the Contra Costa County Fire Protection District, a fire protection district created pursuant to the Fire Protection District Law of 1987 (California Health & Safety Code §§ 13800, *et seq.*) (“**CCCFPD**”), is made and entered into this _____, 2016, under Government Code § 53316.2. The parties hereto may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to Government Code § 53316.2, the City intends to conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (California Government Code §§ 53311, *et seq.*, the “**Act**”) to form Community Facilities District No. 2016-1 (Name) (the “**CFD**”), and to authorize the levy of special taxes under the Act to pay for supplemental CCCFPD fire protection and suppression services and facilities within, or to primarily benefit, residents of the City of Pittsburg (as further described in Exhibit A attached to and incorporated into this Agreement, the “**Supplemental Services and Facilities**”); and

WHEREAS, each of the City Council of the City and the Board of Directors of CCCFPD have, prior to the execution of this Agreement, duly considered the contents

of this Agreement and have each determined, by resolution, that the execution of this Agreement would be beneficial to them; and

WHEREAS, CCCFPD is willing to cooperate with the City's financing of Supplemental Services and Facilities through the CFD; and

WHEREAS, the Parties agree that the funds raised by the CFD through the levy of special taxes ("**CFD Funds**") are solely intended to finance the Supplemental Services and Facilities.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated in this Agreement.

2. **Public Interest.** This Agreement is determined to be beneficial to recipients of CCCFPD services, and in the best interests of the City and the future residents of the area within the CFD.

3. **Creation and Administration of CFD.**

a. Pursuant to Government Code § 53316.2, the City will conduct proceedings under the Act to form the CFD and to authorize the levy of special taxes under the Act to finance the Supplemental Services and Facilities.

b. The City shall administer all aspects of the CFD, including employing and paying all consultants, and annually levying the special tax. CCCFPD will not participate in nor be considered a participant in the CFD proceedings (other than as a Party to this Agreement). CCCFPD shall have no obligation or responsibility whatsoever with respect to the levy of the special taxes being raised by the CFD to finance the Supplemental Services and Facilities. All amounts of special taxes shall be

collected by the Contra Costa County Treasurer-Tax Collector for and on behalf of the City.

c. The City agrees to have prepared, and keep available to CCCFPD, records of all proceedings of the CFD, including but not limited to the administration of the various funds and accounts to be established with respect to the CFD for the management of the special tax proceeds and the investment earnings thereon, if any.

d. CCCFPD hereby consents to the formation of the CFD in conformance with this Agreement and consents to the assumption of jurisdiction for the proceedings by the City with the understanding that the City may hereafter take each and every step required for or suitable for consummation of the proceedings and the levying, collecting and enforcement of the special taxes.

e. Subject to Section 4(c) below, the City will transfer the CFD Funds to CCCFPD within sixty (60) days of the City Manager's written notice of approval of proposed expenditures, and after deduction of three percent (3%) for the City's administrative costs.

4. CCCFPD Use and Administration of CFD Funds.

a. CCCFPD shall use the CFD Funds solely to provide Supplemental Services and Facilities within, or primarily benefitting, the City. CCCFPD expressly agrees that prior to its use of any CFD Funds, CCCFPD shall submit to the City Manager an itemized list of proposed expenditures. The City Manager will review the proposed expenditures to confirm that they will be used for Supplemental Services and Facilities as required by this Agreement and may, in his or her sole discretion, approve or disapprove the proposed expenditures and provide written notice of such decision to

CCCYPD. If the City Manager does not provide his or her written approval, in whole or in part, within thirty (30) days of notice of the proposed expenditures, the City Manager and Fire Chief (or their designees) may meet to discuss proposed expenditures that have not been approved. Notwithstanding any other provision of this Agreement, CCCYPD shall not make use of any CFD Funds absent written approval of the City Manager.

b. The Supplemental Services and Facilities shall be in addition to, and not supplant, those services and facilities CCCYPD would provide within the City of Pittsburgh absent the CFD Funds.

c. If the City, in its sole discretion, concludes that CCCYPD has used, or is using, CFD Funds in a manner inconsistent with the terms and conditions of this Agreement, City may suspend the transfer of CFD Funds to CCCYPD until such time as City is reasonably satisfied that CCCYPD will comply with the terms and conditions of this Agreement.

d. CCCYPD agrees to own, operate, and maintain any real property facilities or personal property that may be acquired or constructed using CFD Funds.

e. All funds or other property acquired by CCCYPD as a result of this Agreement shall be used in the manner required by law and in accordance with this Agreement. Within six (6) months after the close of each CCCYPD fiscal year, CCCYPD shall provide to the City an accounting of CFD Funds provided to and used by CCCYPD during the previous fiscal year. CCCYPD shall audit CFD Funds as an adjunct to CCCYPD's annual audit of its own funds, and CCCYPD shall provide a copy of the audit report to the City.

f. CCCFPD's Fire Chief shall provide the City with an annual written report on CCCFPD's use of CFD Funds to finance Supplemental Services and Facilities.

5. **Indemnification.**

a. The City shall indemnify, defend, and hold harmless CCCFPD from the City's share of losses, liabilities, expenses, claims, suits, disputes, and damages, including attorneys' fees ("**Claims**") caused by the negligence or willful misconduct of the City to the extent such Claims arise out of or relate to the formation of the CFD, the authorization of the levy of special taxes, the administration of the CFD, or its performance of this Agreement. CCCFPD shall cooperate with the City in the defense of any action required by this subsection, and City shall have the right to settle Claims described in this subsection. The City's obligations under this subsection shall not apply to the extent any claim, cost or liability is caused in whole or in part by the negligence or willful misconduct of CCCFPD. Under no circumstances shall the City have any liability to CCCFPD or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to the City's performance under this Agreement.

b. CCCFPD shall indemnify, defend, and hold harmless the City from CCCFPD's share of Claims caused by the negligence or willful misconduct of CCCFPD to the extent that such Claims arise out of or relate to CCCFPD's performance of this Agreement, including but not limited to a Claim arising from or related to the use or disbursement of CFD Funds or the provision of the Supplemental Services and

Facilities. The City shall cooperate with CCCFPD in the defense of any action required by this subsection, and CCCFPD shall have the right to settle Claims described in this subsection. CCCFPD's obligations under this subsection shall not apply to the extent any claim, cost or liability is caused in whole or in part by the negligence or willful misconduct of the City. Under no circumstances shall CCCFPD have any liability to the City or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to CCCFPD's performance under this Agreement.

6. **Term; Termination.** This Agreement shall remain in full force and effect until the authority to levy the special taxes through the CFD expires. Notwithstanding the preceding sentence, either Party may terminate this Agreement with or without cause upon one hundred and eighty (180) days' written notice to the other Party. If the City terminates this Agreement, CCCFPD may terminate any Supplemental Services and Facilities being provided upon the effective date of the termination.

7. **Notices.** All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally, or by certified or first class mail, postage prepaid, addressed as follows, or to such other address as either party may provide to the other party in writing:

CCCFPD: Contra Costa County Fire Protection District
 2010 Geary Road
 Pleasant Hill, CA 94523
 Attn: Fire Chief

With a copy to:

Contra Costa County
Office of County Counsel
651 Pine St., 9th Floor
Martinez, CA 94553

CITY: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager

With a copy to:

Ruthann G. Ziegler
City Attorney
555 Capitol Mall, Suite 1200
Sacramento, CA 95816

8. **Severability.** Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. This Agreement may be amended only by a writing executed by the Parties.

11. **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the rule of construction that ambiguities are resolved against the drafting party shall not apply hereto.

12. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signatory third parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the
date first written above.

CITY OF PITTSBURG

CONTRA COSTA COUNTY FIRE
PROTECTION DISTRICT

By: _____
Joe Sbranti, City Manager

By: _____
Jeff Carman, Fire Chief

Attest:

Attest:

Alice Evenson, City Clerk

Clerk of the Board

Approved as to Form:

Approved as to Form:
Sharon L. Anderson, County Counsel

Ruthann G. Ziegler, City Attorney

By: Eric S. Gelston
Deputy County Counsel

2360797.9

EXHIBIT A

DESCRIPTION OF FACILITIES AND SERVICES TO BE PROVIDED

CCCFPD may use CFD Funds to finance the following CCCFPD supplemental services and facilities:

1. **Services.** Emergency medical and fire protection and suppression services, including but not limited to salaries of personnel.
2. **Facilities.** Fire facilities, including but not limited to fire stations, apparatus, and facilities and equipment appurtenant thereto, including:
 - a. All costs associated therewith, including but not limited to acquisition, construction, relocation, rehabilitation, replacement, leasing, repair, maintenance, or operation thereof;
 - b. Improvements to fire facilities, including but not limited to costs of site acquisition, planning, design, engineering, soils testing, construction staking, and construction coordination and inspection; and
 - c. Furniture, fixtures and equipment therefor.

Contra Costa County Fire Protection District

Resolution No. 2016/ 2

RESOLUTION AUTHORIZING AND APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

WHEREAS, the City of Pittsburg ("City") intends to conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (California Government Code sections 53311, *et seq.*, the "Act") to form a community facilities district (the "CFD"); and

WHEREAS, the City's formation of the CFD will authorize the levy of special taxes within the CFD to pay for supplemental fire protection and suppression services and facilities in the City (the "Supplemental Fire Services and Facilities"); and

WHEREAS, the Supplemental Fire Services and Facilities will be provided within the CFD by Contra Costa County Fire Protection District ("District")

WHEREAS, Section 53316.2 of the Act requires that before the City forms the CFD, the City and the District must enter into a Joint Community Facilities Agreement providing for the use and distribution of the special tax proceeds; and

WHEREAS, the Joint Community Facilities Agreement between the City and the District attached hereto as Exhibit A (the "Agreement") provides that the funds raised by the CFD through the levy of special taxes are intended solely to finance the Supplemental Fire Services and Facilities.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Contra Costa County Fire Protection District as follows:

1. The foregoing recitals are incorporated herein by reference.
2. The Board of Directors finds and declares that the Agreement will be beneficial to the residents of the District.
3. The Board of Directors hereby approves the Agreement, which is attached hereto as Exhibit A and incorporated herein by reference.
4. The District Fire Chief, or his designee, is hereby authorized and directed to execute the Agreement.

Adopted by the following vote on this 13th day of September, 2016:

AYES: Gioia, Andersen, Piepho, Mitchoff, Glover

NOES: None

ABSENT: None

ABSTAIN: None

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 13 2016
David Twa, Clerk of the Board of Supervisors and County Administrator

By [Signature], Deputy



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: September 13, 2016

Subject: Development Impact Fee and CFD Study Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or his designee, to execute a contract with Willdan Financial Services to perform an Impact Fee Study, including the possibility of forming Community Facilities Districts in areas of new development, in an amount not to exceed \$46,000 for the period of September 15, 2016 through October 31, 2017.

FISCAL IMPACT:

The cost of this contract will not exceed \$46,000. Funds were appropriated in the fiscal year 2016-17 District operating budget.

BACKGROUND:

The Contra Costa County Fire Protection District (District) has not updated its development impact fees since fiscal year 2005-2006. Willdan Financial Services will perform an Impact Fee Study and will assist in updating the existing fees to reflect current fire protection facility costs and growth projections in the District. The District is also interested in reviewing the possibility of forming Community Facilities Districts (CFDs) to establish a revenue stream for fire services in areas of new development and to verify the amount of special tax that would be assigned to properties within CFDs formed by other agencies, such as the cities of Antioch and Pittsburg,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **09/13/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Mary N. Piepho, Director
Karen Mitchoff, Director
Federal D. Glover, Director

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 13, 2016

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

Contact: Lewis Broschard, Deputy Fire
Chief (925) 941-3501

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

on behalf of the District.

In 2005 the District contracted with Willdan to establish a development impact fee program. This program levies a one-time fee on the development of residential and commercial properties within those cities and unincorporated communities where it is adopted. Currently, the development impact fees are only collected on new construction and development within the unincorporated areas of the District, the City of Pittsburg, and the City of Antioch. In 2005 all other cities declined to support the implementation of this program, and as such the fees are not being collected on development and new construction within the other cities served by the District.

Development impact fees have supported the relocation and building of new fire stations in Pittsburg, remodeling and expanding a fire station in Antioch, as well as providing funding for the purchase of vehicles and capital equipment to support operations in areas where growth has occurred.

The contractor will evaluate the current fee structure and make recommendations for increasing these fees, if applicable, based on current costs for required facilities and capital improvements within the District. Any changes to the existing fee structure will require Board approval at a later date.

The contractor will also evaluate and make recommendations on the potential for establishing one or more CFDs within the District to provide ongoing funding for operations in areas of new development and will make recommendations and provide analytics to support the amounts to be collected within any proposed CFD. The establishment of any CFD will require Board approval at a later date.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not update the current development impact fees at this time or consider and evaluate the potential for implementing CFDs to support operations in areas of new development.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: September 13, 2016

Subject: Fire Chief's Report - September 13, 2016

RECOMMENDATION(S):

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

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

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

CHILDREN'S IMPACT STATEMENT:

No impact.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **09/13/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Mary N. Piepho, Director
Karen Mitchoff, Director
Federal D. Glover, Director

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 13, 2016

, County Administrator and Clerk of the Board of Supervisors

Contact: Jeff Carman, Fire Chief
925-941-3500

By: June McHuen, Deputy

cc:

ATTACHMENTS

Fire Chief's Report - September
2016

Contra Costa County



Fire Protection District

September 13, 2016

TO: Board of Directors

FROM: Jeff Carman, Fire Chief

RE: Fire Chief's Report

-
- The District continues to work with the City of Pinole and the Rodeo-Hercules Fire Protection District on a proposal to provide administrative oversight to both agencies. In July, all agencies met to discuss the proposal in detail. On August 15, District personnel met with the Pinole ad-hoc committee for a final discussion before the proposal went to their council. A similar meeting will be held with the Rodeo-Hercules ad-hoc committee in early September.
 - Fire Station 16 in Lafayette continues to progress. District and City staff have met and finalized the design concepts, and the CEQA process was initiated in early July. The environmental process will take approximately five months during which time the architect will complete the drawings and construction documents. The design review submittal package is scheduled to be submitted to the city within the next two weeks.
 - Fire Station 70 in San Pablo is a few months behind Fire Station 16 in the design process. District staff met with County Capital Projects management and our architect to discuss and review the initial site plans. We will be meeting with the City of San Pablo in early September to discuss the site plans and any planning or design issues the city may have. Due to the size of the parcel, this will be a two-story building. The finance agreement, which includes a land swap, is currently being reviewed by the City of San Pablo.
 - Preparations for Academy #50 continue to move forward. Currently, we have 14 candidates participating in the hiring process which includes a background investigation and fitness for duty psychological and medical screenings. Academy #50 is scheduled to begin on October 3 and graduate in early 2017.
 - The District is proud to announce the hiring of two new Assistant Fire Chiefs. The Assistant Chief of Support Services is an existing position that was vacated by Chief Broschard last year upon his promotion Deputy Chief. Aaron McAlister was hired to fill that vacancy and joined the District in his new position on August 8. Chief McAlister was most recently the Fire Chief for the cities of Dixon and Winters, for the last six years, and brings with him over 20 years of fire service experience. Chief

McAlister has a bachelor's degree in Criminal Justice from California State University at Sacramento, is a state certified Chief Officer, and is a certified Chief Fire Officer (CFO) through the CPSE. He is currently enrolled in the Executive Fire Officer program at the NFA. Chief McAlister is the OES Region II Alternate Coordinator and will continue to retain that position in support of the statewide mutual aid system.

The other Assistant Chief position, established this fiscal year, will oversee the newly formed ambulance transport program. Terence "Terry" Carey was hired to fill that position and joined the District in this role on August 17. Chief Carey brings with him over 30 years of fire service experience and was most recently, since 2014, a Division Chief with the Alameda County Fire Department. In that role, he was responsible for managing the training division, supervising one of the department's three operational shifts, and serving as the department's primary representative for the City of San Leandro. Chief Carey holds a master's degree in Emergency Administration from California State University at Long Beach as well as a bachelor's degree from the University of California at Davis. In addition, Chief Carey is a state certified Chief Officer and has completed the Executive Fire Officer program at the NFA.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: September 13, 2016

Subject: Alliance Ambulance Service Periodic Report

RECOMMENDATION(S):

ACCEPT a report from the Fire Chief on ambulance service response times, payer mix, and revenue received to date.

FISCAL IMPACT:

Status report only. No fiscal impact.

BACKGROUND:

Effective January 1, 2016, the Contra Costa County Fire Protection District (District) became the exclusive operator of emergency ambulance service within exclusive operating areas (EOAs) 1, 2, and 5 in Contra Costa County. The District effectively provides emergency ambulance service through a sub-contract with American Medical Response West (AMR). This service model has been termed the Alliance.

Citygate Associates, LLC was retained by the County to conduct an independent financial review of the Alliance's proposal. One of the recommendations in the financial review was to have the District report back to the Board periodically on response times, payer mix, revenue-to-date, and near-term revenue-to-expense forecasting.

Patient accounts for transport service take at least 6-9 months to mature from the date of service. While

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **09/13/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Mary N. Piepho, Director
Karen Mitchoff, Director
Federal D. Glover, Director

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ATTESTED: September 13, 2016

, County Administrator and Clerk of the Board of Supervisors

Contact: Jeff Carman, Fire Chief
925-941-3500

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

this report includes data points for the first six months of Alliance transport service, any revenue-to-expense analysis should be limited to the first quarter of calendar year 2016. It should also be noted that the District was not able to bill most payers immediately after transitioning the service to the Alliance due to the length of time involved in becoming an approved provider for commercial and governmental payers. Additionally, while the District was recently approved as a Medi-Cal provider, no revenue has been received to date for services provided to Medi-Cal beneficiaries.

CHILDREN'S IMPACT STATEMENT:

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

ATTACHMENTS

Ambulance Report Sept 2016

Contra Costa County Fire Protection District



Ambulance Service Report
September 13, 2016

verview

Effective January 1, 2016, the Fire District became the exclusive operator of emergency ambulance service within Exclusive Operating Areas 1, 2, and 5 in Contra Costa County.

AMR provides emergency ambulance service on behalf of the Fire District, as the ambulance service sub-contractor, pursuant to the establishment of the Alliance.

Effective February 1, 2016, the dispatching of ambulance resources was transitioned from AMR to the Fire District, resulting in reduced call processing times.

The new endeavor has required substantial adjustment. The Fire District continues to reposition internal resources to effectively manage the operational and financial components of the ambulance service program.

Key Goals of the Alliance

Efficient use of emergency resources

- ▶ Fire and ambulance resources working collaboratively
- ▶ Consolidated communications centers, single point dispatching
- ▶ Training, medical direction, and quality control staff synergy

Potential revenue/ savings

- ▶ Collections exceed expenses, system is sustainable
- ▶ Efficiency adds “capacity” to an already burdened fire response system

Improved service levels

- ▶ Response times exceed county requirements
- ▶ Dispatch times improved by >50%

Factors That Drive Revenue

Transport Volume

Payer Mix

Service Provided

Service Charges

Payer Reimbursement Rates

Average Mileage

Documentation

Hospital Relationships

Health Care Reform Impact



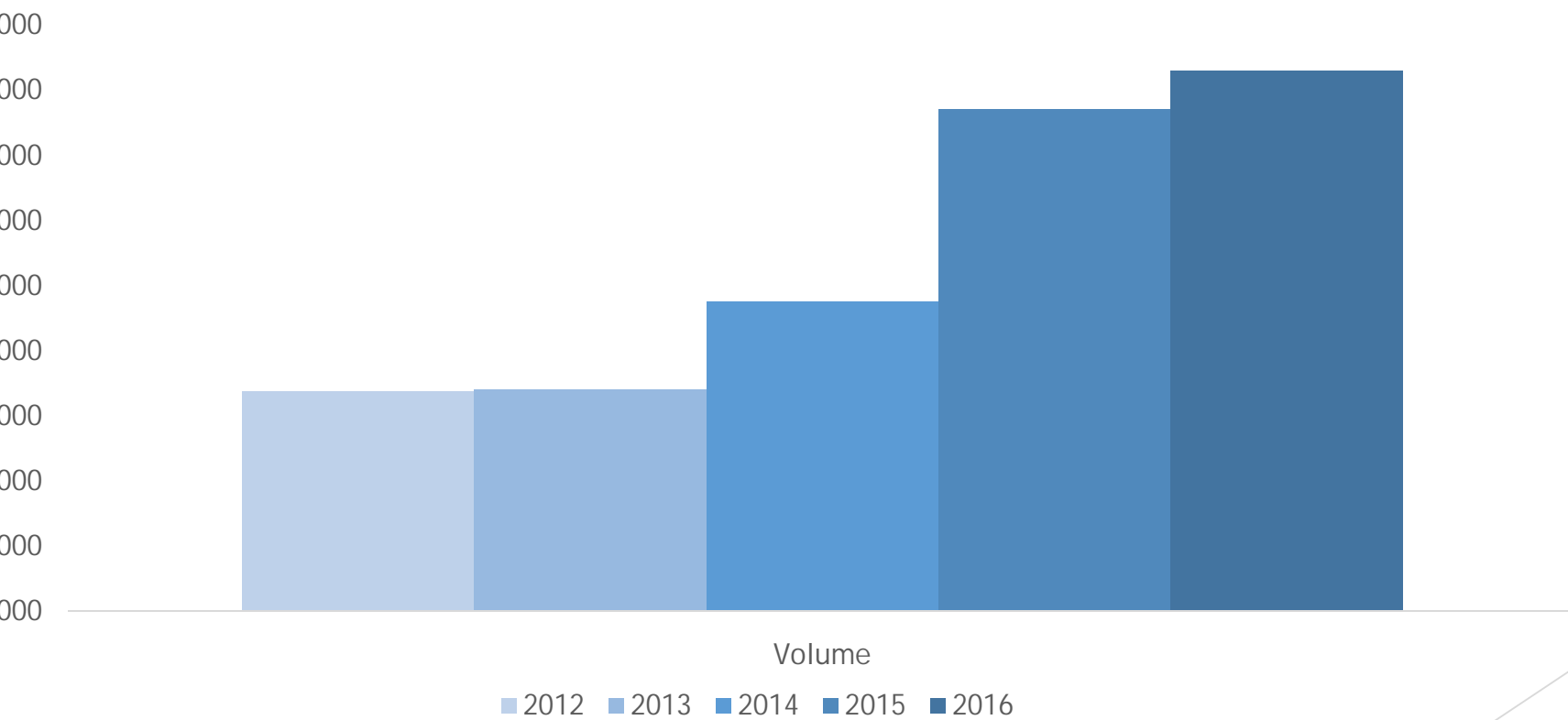
ata Points

Transport Volume

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016*</u>
60,751	60,804	63,488	69,405	71,553
%Incr	0.09%	4.41%	9.32%	3.09%

* Projection based on Jan-Jun transport volume.

Transport Volume

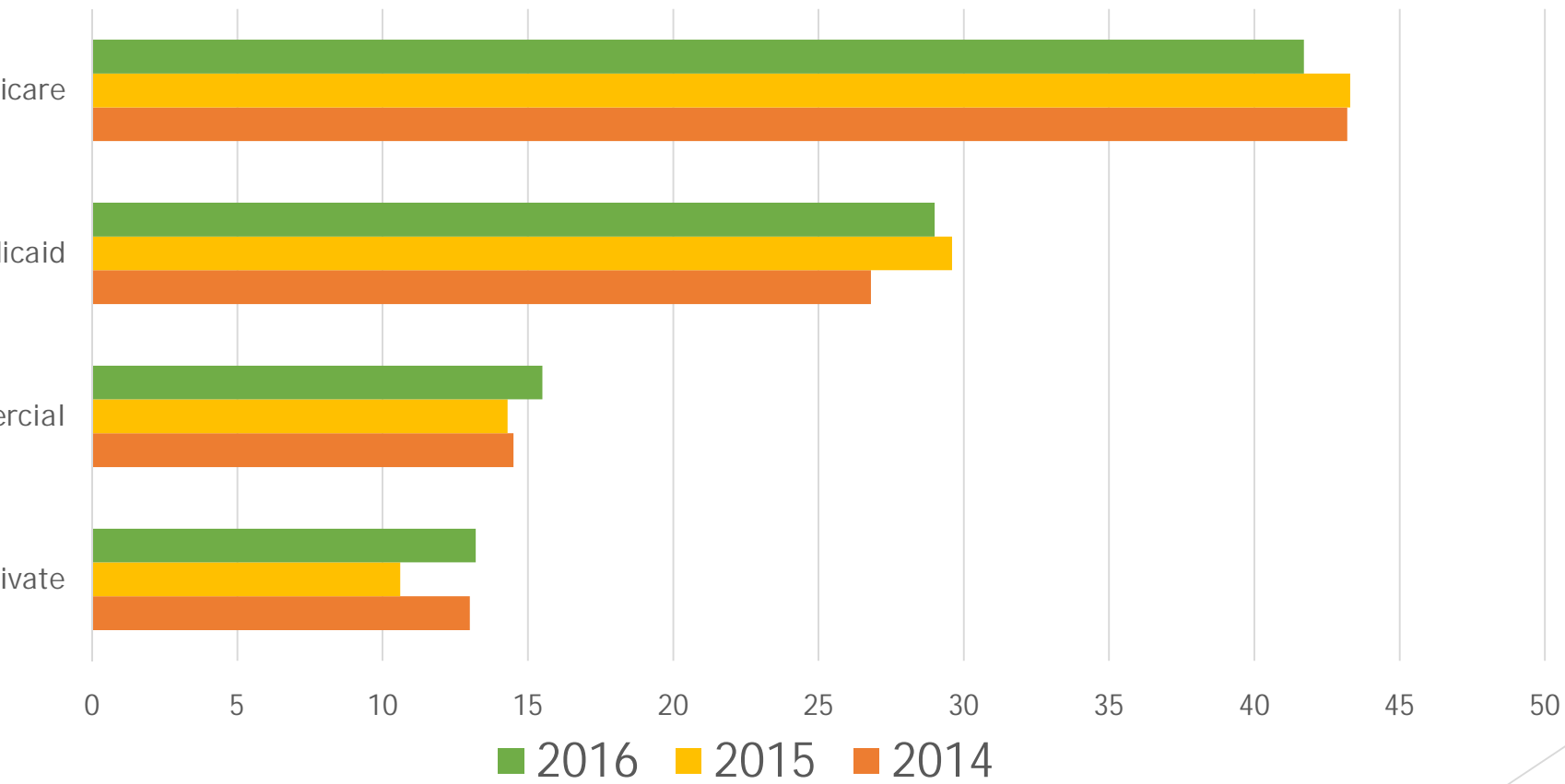


ata Points

Payer Mix	<u>2014</u>	<u>2015</u>	<u>2016</u> *
Medicare and Medicare HMO	43.2%	43.3%	41.7%
Medi-Cal and Medi-Cal HMO	26.8%	29.6%	29.0%
Commercial Insurance	14.5%	14.3%	15.5%
Private Pay	13.0%	10.6%	13.2%
Other	2.4%	2.2%	0.5%

* Based on Jan-Jun billing data.

ayer Mix



System Performance

Response Times

Zones	Urban			Rural		
	Average	90%	Standard	Average	90%	Standard
A	6:19	9:31	10:00	10:42	16:37	20:00
B-D	7:11	10:52	11:45	10:42	16:37	20:00

Dispatch Times

Month	Total Calls	Avg Time	90th %
Jun 2015	5909	55.9	89.0
Jul 2015	5743	53.2	82.0
Aug 2015	5770	52.2	73.0
<u>2015 Total</u>	<u>17422</u>	<u>53.8</u>	<u>81.4</u>
Jun 2016	7231	23.8	31.0
Jul 2016	7398	20.2	31.0
Aug 2016	7272	21.4	29.0
<u>2016 Total</u>	<u>21901</u>	<u>21.8</u>	<u>30.3</u>

inances

Collections based on date of service (DOS) as of 8/31/2016.

Collections - to date - do not include payments for Medi-Cal beneficiaries.

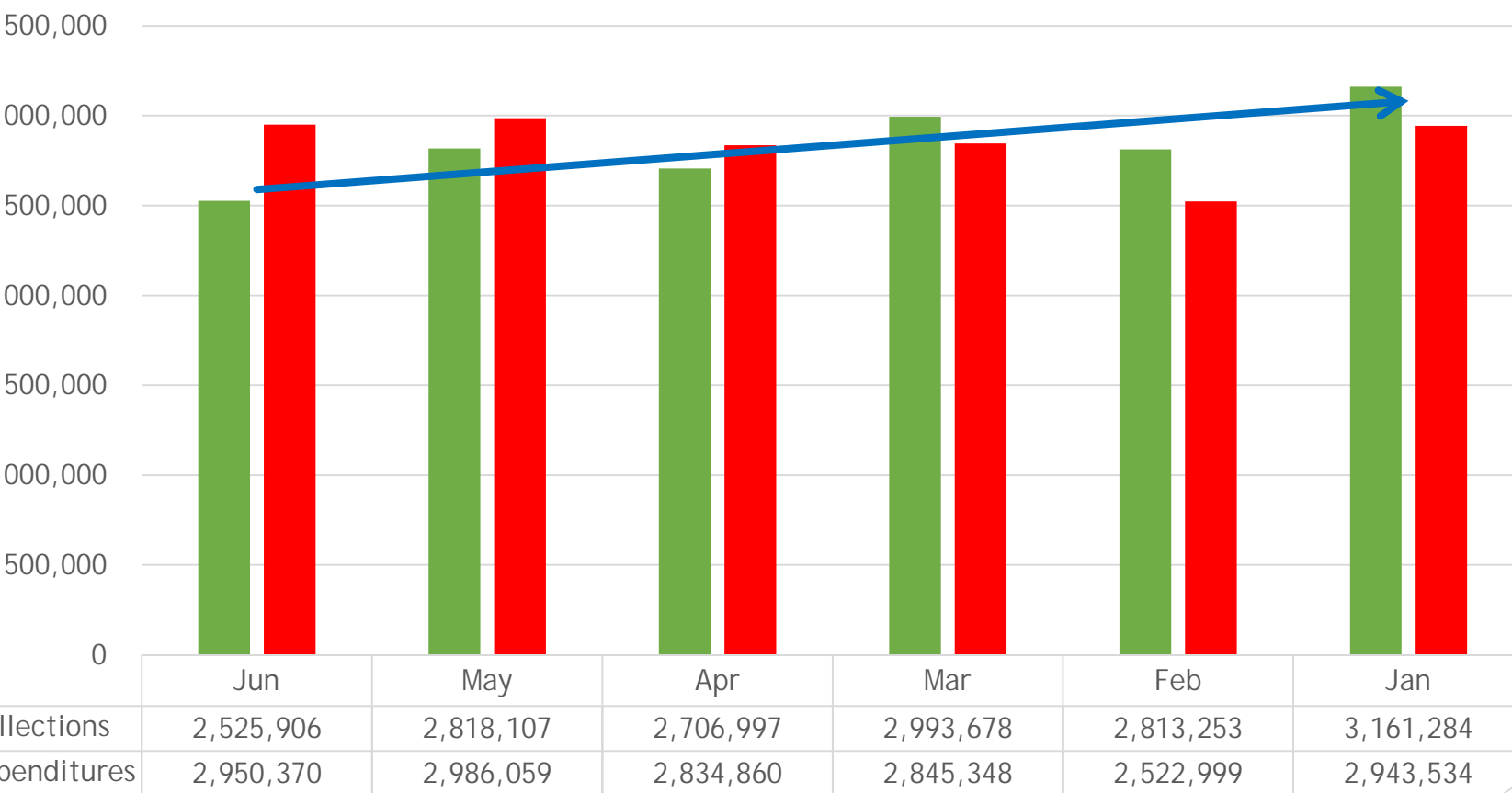
Expenditures expressed on an accrual basis.

Expenditures do not include soft costs (e.g., wage/benefits for administrative positions).

2016						
	Jan	Feb	Mar	Apr	May	Jun
Collections	3,161,284	2,731,810	2,912,234	2,625,554	2,736,663	2,444,462
Expenditures	2,943,534	2,522,999	2,845,348	2,834,860	2,986,059	2,950,370
	217,750	208,811	66,887	(209,306)	(249,396)	(505,908)

Collections and Expenditures by DOS

(as of 8/31/2016)



Liability Going Forward

Based on the first quarter of calendar year 2016, the Alliance system is sustainable.

The District was recently approved as a new provider by the State Department of Health Care Services Medi-Cal Program. This will increase receivables.

The District intends to pursue federal supplemental reimbursement for services provided to Medi-Cal beneficiaries.

The District transferred \$3 million from its Operating Fund to the new EMS Transport Fund to pay expenditures secured by anticipated receivables from the provision of ambulance service. Eventually, those funds will need to be repaid.

Once those funds are repaid, the District intends to begin establishing a fund balance within the EMS Transport Fund.



Questions?



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: September 13, 2016

Subject: Add Three (3) Fire Inspector I Positions and Cancel Three (3) Vacant Fire Inspector II Positions

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21912 to add three (3) Fire Inspector I (RJWA) (represented) positions at salary plan and grade 4N5 1528 (\$5,419 - \$7,263) and cancel three (3) Fire Inspector II (RJVB) (represented) positions (5284, 5286 and 5289) at salary plan and grade 4N5 1793 (\$7,049 - \$9,446) in the Contra Costa County Fire Protection District.

FISCAL IMPACT:

Cost savings of approximately \$139,500 annually, including \$48,000 in employer pension costs.

BACKGROUND:

The classification of Fire Inspector I is a general (i.e., non-safety) classification established pursuant to Position Adjustment Resolution No. 21427. Incumbents perform code enforcement, plan review, inspections of non-hazardous occupancies, public education, and other related duties.

The classification was established to allow the District to create a cost effective staffing structure by replacing certain vacant Fire Inspector II positions with Fire Inspector I positions when appropriate. Use of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **09/13/2016** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Mary N. Piepho, Director
Karen Mitchoff, Director
Federal D. Glover, Director

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 13, 2016

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

Contact: Denise Cannon, (925)
941-3311

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the Fire Inspector I classification helps to ensure the District is in compliance with State and local mandates at a lower salary and benefits cost than exclusive use of the Fire Inspector II safety classification.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Fire Protection District will have higher level safety positions performing lower level non-safety work functions such as code enforcement, plan review, inspections of non-hazardous occupancies, and public education.

CHILDREN'S IMPACT STATEMENT:

No impact.

AGENDA ATTACHMENTS

P300 No. 21912

MINUTES ATTACHMENTS

Signed P300 21912

POSITION ADJUSTMENT REQUEST

NO. 21912
DATE 8/19/2016

Department Contra Costa County Fire Protection District Department No./
Budget Unit No. 7300 Org No. 7300 Agency No. 70
Action Requested: Add three (3) Fire Inspector I positions and cancel three (3) Fire Inspector II positions

Proposed Effective Date: 9/14/16

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$139,500.00) Net County Cost \$0.00

Total this FY (\$110,438.00) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Cost Savings

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jackie Lorrekovich

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy M. Ewell

8/19/2016

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/26/2016

ADOPT Position Adjustment Resolution No. 21912 to add three (3) Fire Inspector I (RJWA) (represented) positions at salary plan and grade 4N5 1528 (\$5,419 - \$7,263) and cancel three (3) Fire Inspector II (RJVB) (represented) positions (5284, 5286 and 5289) at salary plan and grade 4N5 1793 (\$7,049 - \$9,446)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

Eldreai Ellis

8/30/2016

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 9/1/2016

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Timothy M. Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

NO. 21912
DATE 8/19/2016

Department Contra Costa County Fire Protection District Department No./
Budget Unit No. 7300 Org No. 7300 Agency No. 70
Action Requested: Add three (3) Fire Inspector I positions and cancel three (3) Fire Inspector II positions

Proposed Effective Date: 9/14/16

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$139,500.00) Net County Cost \$0.00

Total this FY (\$110,438.00) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Cost Savings

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jackie Lorrekovich

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy M. Ewell

8/19/2016

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/26/2016

ADOPT Position Adjustment Resolution No. 21912 to add three (3) Fire Inspector I (RJWA) (represented) positions at salary plan and grade 4N5 1528 (\$5,419 - \$7,263) and cancel three (3) Fire Inspector II (RJVB) (represented) positions (5284, 5286 and 5289) at salary plan and grade 4N5 1793 (\$7,049 - \$9,446)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

Eldreai Ellis

8/30/2016

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

9/1/2016

- ☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Timothy M. Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☒ DISAPPROVED ☐

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

DATE September 13 2016

BY June McQueen

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Jeff Carman, Chief, Contra Costa County Fire Protection District
 Date: September 13, 2016

Subject: Contract for Technical Rescue Training

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with Northern California Rescue Training, LLC in an amount not to exceed \$115,000 for technical rescue training for first responder personnel for the period September 14, 2016 to September 30, 2017.

FISCAL IMPACT:

90% Federal Assistance to Firefighters Grant; 10% local agency match budgeted in Special District General Operating Fund.

BACKGROUND:

The Contra Costa County Fire Protection District (District) was awarded an Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA) for technical rescue training. In part, this includes confined space, trench, and rope rescue training as well as two rescue systems courses.

Technical rescue training is critical for personnel assigned to rescue companies and ladder companies. As part of the all-hazards mission of the District, firefighters are routinely called upon to provide specialized rescue services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **09/13/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Mary N. Piepho, Director
 Karen Mitchoff, Director
 Federal D. Glover, Director

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 13, 2016

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

Contact: Vito Impastato, Training
 Chief 925-941-3630

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

The contractor has extensive experience in teaching technical rescue courses. The courses meet the standards of the California State Fire Marshal (CSFM). The contractor will provide all instruction material, and District personnel who successfully complete the training will receive CSFM certifications.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not be able to provide technical rescue training and will not be able to fulfill its grant obligation.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: September 13, 2016

Subject: Automatic Aid Agreement and Technical Support Services Agreement Between the Contra Costa County Fire Protection District and the City of Richmond

RECOMMENDATION(S):

1. APPROVE and AUTHORIZE the Fire Chief, or designee, to enter into an Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services Between the Contra Costa County Fire Protection District and the City of Richmond effective July 1, 2015.
2. APPROVE and AUTHORIZE the Fire Chief, or designee, to enter into an Agreement for Technical Support Services and Specialized Resources Between the Contra Costa County Fire Protection District and the City of Richmond effective July 1, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **09/13/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Mary N. Piepho, Director
Karen Mitchoff, Director
Federal D. Glover, Director

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 13, 2016

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

Contact: Lon Goetsch, Asst Fire Chief
(925) 941-3502

By: June McHuen, Deputy

cc:

FISCAL IMPACT:

The District currently budgets for a payment to the City every year. The exact amount of that payment is unknown as it is based on call volume. Generally the District subtracts an amount for technical support services and specialized resources from the amount it owes the City for automatic aid. The last payment to the City was for \$226,119.35 for aid and services provided in fiscal year 2014-15. The District has budgeted \$225,000 in the current year for aid and services provided in fiscal year 2015-16.

BACKGROUND:

The attached agreements between the Contra Costa County Fire Protection District (District) and the City of Richmond Fire Department (City) are for 1) the exchange of fire, rescue, and emergency medical services, and 2) technical support services and specialized resources. The agreements memorialize the District and City's current practice of dispatching resources and responding to emergencies in the other agency's service area. The Automatic Aid Agreement includes a financial component, wherein the agency with the lower call volume (typically the District) reimburses the agency with the higher call volume based on agreed upon rates. There is a separate but related agreement whereby the City may request technical support services and/or specialized resources from the District. The latter agreement also contains a financial component that allows the City to reimburse the District for those services and resources.

In practice the District and City have had an automatic aid agreement continuously since 2006. The agreement lapsed between 2001 and 2006, largely due to the inequitable distribution of calls and disagreements involving dispatch services and radio equipment and frequency. In 2006, after three children died in a fire on the City/unincorporated border, the District 1 Supervisor requested that the District and City resume automatic aid services until a new agreement could be reached. An agreement was eventually developed but it was not executed by all parties and was not calendared for Fire Board or City Council approval.

In the meantime the District and the City have been adhering to the terms of that unexecuted agreement. Because there is an annual payment component to the agreement, all parties felt it was critical to work toward an executable agreement that could be calendared for Fire Board and City Council approval. The District and City have been negotiating terms since 2015; the attached agreements are amenable to all parties. It should be noted that the effective date of the agreements is July 1, 2015. That effective date allows the District to compensate the City for calls during fiscal year 2015-16 and for the City to compensate the District for any technical support during this time frame. All prior years have been settled.

CONSEQUENCE OF NEGATIVE ACTION:

The agreement will not be approved the Fire Board of Directors. The Auditor-Controller does not wish to continue making payments to the City without a Board approved agreement. Since the City tends to respond into the District's area more often than the District responds into the City's area, the City may decide that having automatic aid agreement without a financial component is untenable. Alternatively, the City may continue to provide aid but limit the number of resources they provide.

CHILDREN'S IMPACT STATEMENT:

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

ATTACHMENTS

Draft Automatic Aid Agreement

Draft Operational Plan Attachment

Draft Tech Support Agreement

AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE, RESCUE, AND
EMERGENCY MEDICAL SERVICES BETWEEN THE CONTRA COSTA COUNTY FIRE
PROTECTION DISTRICT AND THE CITY OF RICHMOND

This Automatic Aid Agreement ("Agreement") is entered into as of July 1, 2015, by and between the Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California (the "Fire District"), and the City of Richmond, a municipal corporation (the "City," and together with the Fire District, the "parties," and each a "party" or "agency").

RECITALS

- A. The Fire District and the City provide fire, rescue, and emergency medical services within their respective boundaries.
- B. The Fire District and the City desire to augment the fire protection they provide within their jurisdictional boundaries.
- C. It is of mutual benefit to the Fire District and the City if the services of each fire agency are in some circumstances extended outside the limits of each jurisdiction into the boundaries of the other.
- D. The parties desire to enter into an automatic aid agreement where, under some circumstances, one party will respond to a fire, rescue, or emergency medical incident occurring within the jurisdictional limits of the other party. The goal is to lower response times to fire and medical emergencies, thereby providing a higher level of service for the West Contra Costa County area with currently available resources.
- E. Automatic aid is feasible because a portion of the jurisdictional boundaries of the Fire District and the City are adjacent.

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Scope of Agreement. This Agreement authorizes each agency to provide automatic assistance to the other agency in responding to fires, medical emergencies, rescue and extraction situations, and other types of emergency incidents that are within the standard scope of services provided by each party. The parties agree to dispatch their respective assigned fire department units on an automatic basis to the other jurisdiction in accordance with the procedures and guidelines specified in the Operational Plan, which is attached hereto as Exhibit A and incorporated herein by reference. The specific details of the services to be provided under this Agreement and the general operational policies, including, but not limited to, response areas and types of equipment, operational command, incident reports, dispatch and communications, training, response maps and

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preplans, and evaluation of effectiveness, are determined by the Fire District Fire Chief and the City Fire Chief in the Operational Plan. Procedural components of the Operational Plan may be amended by the mutual written agreement of the Fire District Fire Chief and the City Fire Chief. Any change in the Operational Plan that constitutes a change in policy shall be approved by the governing body of the Fire District and the governing body of the City.

2. Cross Connections to Communications Systems. Each party shall, at its own expense, develop and provide for the necessary cross connections of its communications system to the communication system of the other.
3. Grid Mapping. Each party shall, at its own expense, provide the other party a predetermined grid mapping system designating the response area for its areas included in this Agreement.
4. Cost Provisions. The services provided by each party pursuant to this Agreement will be reimbursed in accordance with the cost provisions specified in the Operational Plan, which is attached as Exhibit A. The Operational Plan will specify the hourly cost rate based upon personnel costs, apparatus costs, dispatch costs, and overhead costs. This Agreement does not constitute a waiver of the rights of the respective parties to claim state and/or federal reimbursement in the event an emergency is declared.
5. Resource Availability. The parties understand and agree that a party's automatic aid response to a request for aid depends upon any existing emergency conditions within its own jurisdiction and the availability of its resources.
6. Other Agreements. Nothing in this Agreement limits the ability of either party from agreeing to participate in more specific contracts for services, mutual assistance, or automatic response. Nothing in this Agreement limits the ability of either party from providing emergency assistance to another jurisdiction that is not a participant in this Agreement.
7. Ownership of Equipment. Each party shall retain ownership of any equipment or property it brings to the performance of this Agreement. Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other party for any damages to or loss of its equipment, unless the damages or losses were caused by the willful misconduct or the negligent acts, errors, or omissions of the other party or its officers, employees, or agents.
8. Administration of Agreement. For purposes of liaison and the administration of this Agreement, the Fire District Fire Chief and the City Fire Chief are designated as the representative of the respective parties to this Agreement, and they shall be jointly responsible for administration of this Agreement.
9. Agency. While performing work, services, or functions under this Agreement, each party's officers, agents, and employees are not the officers, agents, or employees of the

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other party to this Agreement, regardless of the nature and extent of the acts performed. Each party shall be solely responsible for the actions of its respective officers, agents, and employees while performing work, services, or functions under this Agreement.

10. Workers' Compensation. Each party shall be solely liable to provide workers' compensation insurance coverage and pay valid claims for injuries or death to any of its officers, agents, or employees performing work, services, or functions under this Agreement, regardless of whether the other party was directly or indirectly supervising the conduct of those persons. No party shall assume any liability under workers' compensation laws or any other employers' liability laws on account of any work, service, or function performed by the other party's officers, agents, or employees under this Agreement.
11. Indemnity. If it is determined by a court of law that the Fire District is liable for damage, injury, or death, of or to any person or the property of any person, as a result of the Fire District's negligence or willful misconduct in the performance of the services described by this Agreement, the Fire District will indemnify the City for the proportion of liability a court determines is directly attributable to the negligence of the Fire District, its governing body, officers, or employees. If it is determined by a court of law that the City is liable for damage, injury, or death, of or to any person or the property of any person, as a result of the City's negligence or willful misconduct in the performance of the services described by this Agreement, the City will indemnify the Fire District for the proportion of liability a court determines is directly attributable to the negligence of the City, its governing body, officers, or employees.
12. Notices. All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers:

To the Fire District:
Contra Costa County Fire Protection District
2010 Geary Road
Pleasant Hill, CA 94523
Attn: Operations Chief
Telephone: (925) 941-3300

To the City:
City of Richmond Fire Department
440 Civic Center Plaza
Richmond, CA 94804
Attn: Fire Chief
Telephone: (510) 307-8031
13. Immunities. By entering into this Agreement, neither party waives any of the immunities provided by the Government Code or other applicable provisions of law.

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14. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
15. Term and Termination. This Agreement shall become operational and effective upon execution by both parties. The Agreement shall remain in effect until terminated by either party. Either party may terminate the Agreement at any time by giving written notice to the other party at least 60 days prior to the date of termination.
16. Mutual Aid. In all matters involving mutual aid that are not expressly stated in the terms and conditions of this Agreement, the terms and conditions of the Disaster and Civil Defense Master Mutual Aid Agreement shall apply.

CONTRA COSTA COUNTY FIRE
PROTECTION DISTRICT

CITY OF RICHMOND

By: _____
Fire Chief

By: _____
Fire Chief

Approved as to form:

Approved as to form:

By: _____
County Counsel

By: _____
City Attorney

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Exhibit A

TO THE AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES BETWEEN THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND THE CITY OF RICHMOND

OPERATIONAL PLAN

This Operational Plan is authorized by the Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services between the Contra Costa County Fire Protection District and the City of Richmond, dated July 1, 2015 (the “Agreement”), and is subject to the terms and conditions set forth in the Agreement.

The purpose of this Operational Plan is to specify the procedures for implementing the Agreement between the Contra Costa County Fire Protection District (the “Fire District”) and the City of Richmond (the “City”). The identified fire agency resources will respond to emergencies as set forth below. Additional resources not described in this Operational Plan may be requested by the Incident Commander or appropriate dispatch center through normal mutual aid channels as outlined in the existing Disaster and Civil Defense Master Mutual Aid Agreement.

1. Definitions. For the purposes of this Operational Plan, the following definitions apply:

“Battalion Chief” means a fire officer capable of and responsible for commanding incident resources and overall scene management.

“CAD” means computer-aided dispatch.

“CCRFCC” means the Contra Costa Regional Fire Communications Center.

“EMD” means emergency medical dispatch.

“Engine” means a fire agency resource meeting the equipment standards of a FIREScope ICS Type 1 Engine with a minimum staffing of three personnel.

“MDT” means mobile data terminal.

“NFIRS” means National Fire Incident Reporting System.

“Paramedic” means a fire agency resource providing advance life support services.

“RCC” means the Richmond Communications Center.

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“Truck” means a fire agency resource capable of providing a minimum elevated stream and rescue capability of not less than 50 feet and minimum staffing of three personnel.

2. Amount, Type, and Areas of Response.

- A. In accordance with the dispatch procedures described in Section 5, the Fire District will automatically provide up to two Engines and one Battalion Chief to all areas within the City’s jurisdiction when Fire District resources are available.
- B. In accordance with the dispatch procedures described in Section 5, the City will automatically provide up to three Engines, one Truck, and one Battalion Chief from all stations within the City to all areas within the Fire District’s West County jurisdiction, as shown on the West County Fire Jurisdiction map attached hereto as Figure 1, when City resources are available. The Fire District’s West County jurisdiction includes, but is not limited to, the City of San Pablo and the unincorporated areas of El Sobrante, East Richmond Heights, North Richmond, Rollingwood, Tara Hills, and Montalvin Manor.

3. Operational Command. The first officer who arrives at an incident will assume command until he or she transfers command or is relieved by a ranking chief officer. The highest-ranking officer from the authority having jurisdiction will have the ultimate authority to assume command. All operations will be conducted in a coordinated and organized manner.

4. Incident Reports. If units from both agencies respond to an incident, the unit of the agency having jurisdictional responsibility will prepare the NFIRS and other incident reports as necessary. If no units from the jurisdictional agency respond to an incident, units from the responding agency shall prepare the NFIRS and other incident reports as necessary. The responding agency shall provide copies of all incident reports to the jurisdictional agency upon request.

5. Dispatch and Communications. When a call for service occurs in the Fire District, the CCRFCC CAD automatically determines the closest available unit or units and the appropriate type and number of units to respond. One or more units are then dispatched by the CCRFCC. When a call for service occurs in the City, the RCC CAD only recognizes response areas such that the closest unit or units for the geographical area are determined manually based on the CAD station sequence list. One or more units are then dispatched by the RCC.

- A. General Guidelines. Responses to calls for service will follow the general guidelines specified below:
 - i. When a call for service occurs in the Fire District and the CCRFCC CAD determines that the closest appropriate available unit or units are City

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resources, the CCRFCC will directly dispatch City resources as an automatic aid response in the Fire District. When a call for service occurs in the City and the RCC determines that the closest available unit or units are Fire District resources, the RCC will directly dispatch Fire District resources as an automatic aid response in the City.

- ii. The CCRFCC and RCC will immediately answer each other's phone calls to ensure timely notifications of an automatic aid response.
- iii. All necessary information including address, type of emergency, tactical radio frequency, and related information that is available will be relayed to the responding units and updated as appropriate.
- iv. If the requested unit is not available, or is located so as to result in an extended response time, or encounters delays resulting from seasonal, traffic, or other restrictions so as to result in an extended response time, the requesting agency's dispatch center will be immediately advised of the delay.

B. Specific Procedures. The following specific procedures will apply to calls for service:

- i. Automatic Aid to the City. Upon dispatch by the RCC, Fire District resources will switch to the RMD dispatch channel or incident talk group as directed for all incident communications after changing their status to "responding" via voice or MDT with CCRFCC. Status changes via the MDT shall occur in conjunction with verbal status changes with the RCC. All requests for additional resources will be made through the RCC.
- ii. Automatic Aid to the Fire District. Upon dispatch by the CCRFCC, City resources will switch to the CON WEST dispatch channel or incident talk group as directed for all incident communications. All requests for additional resources will be made through the CCRFCC. Routine status changes (e.g., responding, at scene, available) shall be made primarily via the MDT when possible.

6. Costs.

- A. On an annual basis, the Fire District will determine the total number of automatic aid responses made during the prior fiscal year by the Fire District into the City's jurisdiction, and the City will determine the total number of automatic aid responses made during the prior fiscal year by the City into the Fire District's jurisdiction (each, the respective agency's "Response Load"). The agency with the higher Response Load will be reimbursed by the other agency in the amount

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of the first agency's total hourly cost, as specified below, multiplied by the difference in Response Loads between the two agencies.

Cost Per Hour	Fire District		City	
	Personnel	\$ 108.14	Personnel	\$ 132.19
	Apparatus	\$ 91.00	Apparatus	\$ 91.00
	Overhead	\$ 19.91	Overhead	\$ 22.32
Total Hourly Cost		\$ 219.05		\$ 245.51

Personnel cost is based on three firefighters: a Fire Captain, a Fire Engineer, and a Firefighter. For the District, one of the three crew members will be a paramedic. The City does not staff units with paramedics. Apparatus cost is based on a 1500 gallon per minute pumper, reimbursed at the California Office of Emergency Services rate under the California Fire Assistance Agreement. Overhead costs are equal to 10% of the total cost for personnel and apparatus.

- B. At a maximum, automatic aid will include companies necessary for a first alarm assignment. If additional units are required for a greater alarm incident, or a disaster-type situation, they will constitute mutual aid units and there will be no charge for such units.
 - C. The agency with the higher Response Load will invoice the other agency for the prior fiscal year within 60 days of the conclusion of the fiscal year. The invoice will be paid within 30 days of receipt.
7. Training. Periodic interagency training will be conducted for the purpose of improving professional working relationships and operational coordination between the Fire District and City units. This training will be coordinated through the District Battalion Chiefs or senior Chief Officers and the City Battalion Chiefs or senior Chief Officers.
 8. Complaints. The Fire District and the City will utilize a complaint process for operational issues to ensure that operations are conducted safely, expeditiously, and professionally. To assist in resolving issues, City Battalion Chiefs will direct all routine operational concerns to the Fire District Battalion Chief (BC-7) by email. The Fire District BC-7 or senior Chief Officer will investigate and reply in a timely manner. Any urgent operational concerns shall be directed to the on-duty Fire District BC-7. Conversely, Fire District Battalion Chiefs will notify the on-duty City Battalion Chief (BC-64) of any operational concerns by email. The City BC-64 or senior Chief Officer will investigate and reply in a timely manner.

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9. Response Maps and Preplans. Upon execution of this Operational Plan, each agency will provide the other with current standard response maps and will provide updated versions as changes occur.
10. Evaluation. The effectiveness of the procedures contained in this Operational Plan will be evaluated annually, or as significant changes occur, by the Fire District Fire Chief or his or her designee and the City Fire Chief or his or her designee.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

By: _____
Fire Chief

Date: _____

CITY OF RICHMOND

By: _____
Fire Chief

Date: _____

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AGREEMENT FOR TECHNICAL SUPPORT SERVICES AND SPECIALIZED RESOURCES BETWEEN THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND THE CITY OF RICHMOND

This Agreement for Technical Support Services and Specialized Resources (this "Agreement") is entered into as of July 1, 2015, by and between the Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California (the "Fire District"), and the City of Richmond, a municipal corporation (the "City," and together with the Fire District, the "parties," and each a "party").

RECITALS

- A. The Fire District and the City provide fire, rescue, and emergency medical services within their respective boundaries.
- B. Due to the proximity of the parties to one another, the similarity in services provided, and the Fire District's fully developed and staffed technical support program and specialized resources program, the Fire District currently provides technical support services and specialized resources to the City.
- C. The Fire District's provision of technical support services and specialized resources to the City allows the City to save costs associated with staffing and maintaining its own technical support program and with purchasing, operating, and maintaining its own specialized resources, while still realizing effective technical support services and access to specialized resources from the Fire District.
- D. The Parties wish to enter into this Agreement to document and specify the foregoing arrangements, all pursuant to the terms of this Agreement.

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Scope of Services.

- A. **Technical Support Services.** In accordance with the terms and conditions of this Agreement, the Fire District will provide the following services ("Technical Support Services") to the City when requested by the City's Fire Chief or his or her designee:
 - i. **Dispatch Services.** The Fire District will provide the following dispatch services (collectively, the "Dispatch Services") to the City:
 - a. **Back-up dispatch services and a redundant Computer-Aided Dispatch system in the event of planned downtime or**

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communication system failure at the Richmond Communications Center.

- b. Dispatch notifications to City chief officers via alpha-numeric pagers for major incidents and community warning system alerts.
 - c. Access to VisiNet Browser for the Richmond Communications Center and Station 63.
 - ii. Information Technology Support Services for Mobile Data Terminals. The Fire District will provide the following information technology support services for mobile data terminals (collectively, the “MDT Support Services”) to the City:
 - a. Repair hard drive failures.
 - b. Install and configure new software.
 - c. Perform remote diagnostic tests on hardware, software, automatic vehicle location, and VisiCAD status changes.
 - d. Coordinate and complete version compliance updates and audits.
 - iii. VHF Radio Support Services. The Fire District will provide the following VHF radio support services (collectively, the “Radio Support Services”) to the City:
 - a. Technical support, including maintenance and repair, for Zetron, the station alerting system.
 - b. Technical support, including maintenance and repair, for the MDC modems, docks, and miscellaneous hardware.
 - c. Technical support, including maintenance and repair, for conventional mobile and portable radios.
 - d. Coordinate and assist with annual radio programming.
- B. Specialized Resources. In accordance with the terms and conditions contained in this Agreement, the Fire District will provide the following resources (“Specialized Resources”) to the City when requested by the City's Fire Chief or his or her designee:

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- i. Heavy Fire Equipment. The Fire District will provide the following heavy fire equipment, including an operator to operate the equipment, as specified (collectively, “Heavy Fire Equipment”) to the City:
 - a. Bulldozer response to vegetation fires, including direct fire attack, fire line construction, and mop-up.
 - b. Bulldozer or backhoe response for large debris fires.
 - c. Bulldozer or backhoe response for structure fires requiring material movement for overhaul.
 - d. Bulldozer or backhoe response for landslide emergencies.
 - e. Bulldozer or backhoe response for building collapse.
 - ii. Fire Trail Maintenance. The Fire District will maintain designated fire trails within the City’s jurisdiction.
 - C. Task Orders. During the term of this Agreement, if the City has a need for any of the services or resources described herein, the City’s Fire Chief or his or her designee will submit a written task order to the Fire District’s Fire Chief describing the services and/or resources requested. A task order will include all information necessary for the Fire District to provide the requested services and/or resources.
 - D. Supervision and Direction. The Fire District’s Fire Chief or his or her designee will supervise and direct all services and resources provided by the Fire District to the City.
 - E. Services Review. The Parties will meet once every six months to review the Technical Support Services and Specialized Resources provided by the Fire District under this Agreement, and more frequently if requested by either party.
2. Billing and Payment.
- A. Billing. No later than September 1 of each year, the Fire District will submit an invoice to the City identifying the Technical Support Services performed, the Specialized Resources provided, and the charges incurred for the preceding fiscal year ending June 30 pursuant to the rates set forth in Exhibit A attached hereto and incorporated herein by reference.
 - B. Payment. The City shall make payment to the Fire District within 30 days after its receipt of the invoice submitted pursuant to subsection A above. If the City disputes any portion of an invoice from the Fire District, the City shall provide written notice of the dispute to the Fire District within 30 days after receipt of

invoice from the Fire District. In the event of a disputed invoice, the parties will meet and confer to resolve any dispute.

3. Agency. While performing work, services, or functions under this Agreement, each party's officers, agents, and employees are not the officers, agents, or employees of the other party to this Agreement, regardless of the nature and extent of the acts performed. Each party shall be solely responsible for the actions of its respective officers, agents, and employees while performing work, services, or functions under this Agreement.
4. Workers' Compensation. Each party shall be solely liable to provide workers' compensation insurance coverage and pay valid claims for injuries or death to any of its officers, agents, or employees performing work, services, or functions under this Agreement, regardless of whether the other party was directly or indirectly supervising the conduct of those persons. No party shall assume any liability under workers' compensation laws or any other employers' liability laws on account of any work, service, or function performed by the other party's officers, agents, or employees under this Agreement.
5. Indemnity.
 - A. Fire District Indemnity. The Fire District agrees to defend, indemnify, and hold harmless the City from the Fire District's share of liability for damages caused by the negligence or willful misconduct of the Fire District, its officers, agents, or employees in the Fire District's performance under this Agreement. The Fire District's obligations under this Section 4.A shall not apply to any claim, cost, or liability caused in whole or in part by the negligence or willful misconduct of the City. Under no circumstances shall the Fire District have any liability to the City or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits, or business opportunities arising from or in any way relating to the Fire District's performance under this Agreement. The City shall cooperate with the Fire District in the defense of any action required by this section.
 - B. City Indemnity. The City shall defend, indemnify, and hold harmless the Fire District, its officers, agents, and employees from all claims, suits, or actions of every name, kind, and description brought by or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the Fire District, its officers, agents, or employees under or in connection with this Agreement or with any work, authority, or jurisdiction of the City. The Fire District shall cooperate with the City in the defense of any action required by this section.
6. Term. The term of this Agreement shall commence on the date first set forth above (the "Effective Date"), and shall continue for a period of two (2) years from the Effective Date. This Agreement shall automatically renew for a two (2) year period on each two year

anniversary of the Effective Date. This Agreement may be terminated by either party without cause upon ninety (90) days written notice to the other party. If either party exercises its right to terminate this Agreement in accordance with this Section 5, the City shall pay the Fire District for all services performed and resources provided in accordance with this Agreement through and including the date of termination, but not to exceed payments according to the rates specified in Exhibit A. This Agreement may also be terminated at any time by the written consent of both parties.

7. Notices. All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers:

To the Fire District:
Contra Costa County Fire Protection District
2010 Geary Road
Pleasant Hill, CA 94523
Attn: Operations Chief
Telephone: (925) 941-3300

To the City:
City of Richmond Fire Department
440 Civic Center Plaza
Richmond, CA 94804
Attn: Fire Chief
Telephone: (510) 307-8031

8. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
9. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
10. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
11. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be 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

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Agreement shall be filed and heard in a court of competent jurisdiction in the County of Contra Costa.

12. Assignment and Delegation. This Agreement, and any portion hereof, shall not be assigned or transferred, nor shall any of either party's duties be delegated, without the written consent of the other party. Any attempt to assign or delegate this Agreement without the written consent of the other party shall be void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.
13. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. All costs for services or resources identified in Exhibit A may only be modified through a written amendment to this Agreement.
14. Waivers. Waiver of a breach or Default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
15. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services and resources described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
16. Each Party's Role in Drafting this Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
17. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Fire District and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONTRA COSTA COUNTY FIRE
PROTECTION DISTRICT

CITY OF RICHMOND

DRAFT

By: _____
Fire Chief

By: _____
Fire Chief

Approved as to form:

Approved as to form:

By: _____
County Counsel

By: _____
City Attorney

EXHIBIT A

Rates

1. Technical Support Services.
 - A. Dispatch Services
Annual Cost: \$23,000
 - B. MDT Support Services
Annual Cost: \$20,000
 - C. Radio Support Services
Annual Cost: \$10,000
2. Specialized Resources
 - A. Heavy Fire Equipment
Hourly Rate: \$280/hour
 - B. Fire Trail Maintenance
Hourly Rate: \$280/hour



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: September 13, 2016

Subject: Purchase of Transport Tractor for Dozer Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with Rush Truck Centers of Texas, in an amount not to exceed \$160,000, for the purchase of a Peterbilt 567 tractor for the Contra Costa County Fire Protection District's dozer program.

FISCAL IMPACT:

The District planned to replace this vehicle in the current fiscal year and has appropriated \$160,000 in its general operating fund for this capital equipment purchase.

BACKGROUND:

The Contra Costa County Fire Protection District (District) provides a fire bulldozer for responses to wildland fires in the District and in support of the Countywide operational area. The current tractor (semi-truck) used to haul the dozer was donated by Chevron in 2005 and has approximately 785,000 miles. The tractor was previously used by Chevron as an over-the-road delivery vehicle. The tractor is 17 years old and in need of replacement as a primary response resource. The District plans to maintain the current tractor for use as a spare transport and for expanded

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **09/13/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Mary N. Piepho, Director
Karen Mitchoff, Director
Federal D. Glover, Director

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 13, 2016

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

Contact: Lewis Broschard, Deputy Fire
Chief (925) 941-3501

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

operational capability.

The District has budgeted capital funds to replace the tractor at a maximum purchase price, including taxes, fees, and delivery charges of \$160,000. As with several previous apparatus and light vehicle purchases, the District will use the government purchasing organization HGAC (Houston-Galveston Area Council) to procure the tractor. HGAC provides competitively bid government contract pricing in compliance with State of California laws and regulations for government purchasing.

The tractor would be manufactured over a two month period and delivered to the District approximately 75 days from the date of order. The tractor will provide primary emergency response of the dozer once it is placed in service.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not purchase a new tractor and will rely on the current 17 year old tractor for primary response.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: September 13, 2016

Subject: Contract Amendment for Ambulance Program Oversight and Training

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract amendment with AP Triton, LLC to extend the term from November 1, 2016 to April 30, 2017, increase the payment limit by \$45,000 to a new payment limit of \$105,000, and amend the Service Plan to include a staff training component in addition to oversight and monitoring of the District's fire-based emergency ambulance service program.

FISCAL IMPACT:

\$45,000: Budgeted; 100% EMS Transport Fund

BACKGROUND:

The Contra Costa County Fire Protection District (District) entered into a contract with AP Triton, LLC effective November 1, 2015. At that time the District contemplated that as of January 1, 2016, it would become the exclusive operator for emergency ambulance service in Emergency Response Areas 1, 2, and 5 within Contra Costa County. The contractor, AP Triton, LLC, had experience in establishing and managing a fire-based emergency ambulance program, including resource deployment, recovery of federal reimbursement funds, monitoring legislative activity and industry trends, and other related services.

This

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **09/13/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Mary N. Piepho, Director
Karen Mitchoff, Director
Federal D. Glover, Director

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 13, 2016

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

Contact: Jeff Carman, Fire Chief
(925) 941-3500

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

amendment extends the contract term and payment limit for the services described above. Moreover, the amendment adds an hourly staff training component to the Service Plan. On August 17, 2016, the District appointed a new Assistant Fire Chief to oversee the District's ambulance transport service. Under the amended Service Plan, at the request of the District, contractor will provide hourly training for the District's new Assistant Fire Chief (and potentially other relevant program personnel) on efficient operations of EMS and ambulance service. This includes guidance on the daily, weekly, monthly, and annual reviews necessary to assure the District's EMS and ambulance programs are efficient, including but not limited to deployment models, unit hour utilization, and billing policies and collections.

CONSEQUENCE OF NEGATIVE ACTION:

The District's will be without the contractor's current professional services as of November 1, 2016, and the District will not be able to take advantage of the contractor's expertise to train a new senior staff member with significant programmatic responsibilities.

CHILDREN'S IMPACT STATEMENT:

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