

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

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

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

LEWIS T. BROSCHARD III, 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 TWO (2) 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.

SPECIAL MEETING
ANNOTATED AGENDA & MINUTES
April 9, 2019

****Please note time change****

Present: Director John Gioia; Director Candace Andersen; Director Diane Burgis; Director Karen Mitchoff; Director Federal D. Glover

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

11:00 A.M. Convene and call to order.

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.3 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.**

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

PRESENTATION(S)

- PR.1** PRESENTATION on the Fiscal Year 2019-20 Contra Costa County Fire Protection District Recommended Budget. (Lewis T. Broschard III, Fire Chief)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

There were no items removed for discussion.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

There were no requests to speak at public comment.

- D.3** CONSIDER approving and authorizing the Fire Chief, or designee, to apply for a FY 2018 Staffing for Adequate Fire and Emergency Response (SAFER) grant through the U.S. Department of Homeland Security, Federal Emergency Management Agency, in an amount not to exceed \$3,100,000 over a three year period. (Lewis T. Broschard III, Fire Chief) (Up to 75% Federal, 25% District match)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- D.4** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Lewis T. Broschard III, Fire Chief)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

CONSENT ITEMS

- C.1** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute, on behalf of the Contra Costa County Fire Protection District, a license agreement with the United States, Department of the Navy, for use of an 80-acre portion of the former Concord Naval Weapons Station for training purposes during the period from March 22, 2019, through March 21, 2020, as recommended by the Fire Chief. (No Fiscal Impact)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- C.2** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a purchase contract with Golden State Fire Apparatus, Inc., in an amount not to exceed \$390,000 for the purchase of a Type 1 Tactical Water Tender for fire suppression. (100% Federal)

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, Director Karen Mitchoff, Director Federal D. Glover

- C.3** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with TriTech Software Systems, in an amount not to exceed \$230,000, for the continued annual maintenance of the Contra Costa County Fire Protection District's 911 Computer Aided Dispatch system for the period May 1, 2019, through April 30, 2020. (100% CCCFPD EMS Transport Fund)

Meeting adjourned at 1:35 p.m.

AYE: Director John Gioia, Director Candace Andersen, Director Diane Burgis, 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.

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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, June 10, 2019 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

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



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard, III, Chief, Contra Costa Fire Protection District
 Date: April 9, 2019

Subject: Presentation on Fiscal Year 2019-20 Recommended Fire District Budget

RECOMMENDATION(S):

PRESENTATION on the Fiscal Year 2019-20 Contra Costa County Fire Protection District Recommended Budget.

FISCAL IMPACT:

Presentation only. The Contra Costa County and Special District Budgets hearing will be conducted on April 16, 2019.

BACKGROUND:

On April 16, 2019, a public hearing will be opened and conducted to receive input on the FY 2019-20 Recommended County and Special District Budgets. In advance of that hearing, the Contra Costa County Fire Protection District is presenting the attached overview of its 2019-20 Special District Recommended Budget at the regularly scheduled meeting of the Fire District Board of Directors on April 9, 2019.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Diane Burgis, 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: April 9, 2019

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

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

By: Jami Napier, Deputy

cc:

ATTACHMENTS

FY 2019-20 Recommended Special District Budget

FY 2019-20 Recommended Budget Overview
(PPT)

Contra Costa County Fire Protection District – Fire Protection Summary

CCCFPD Operating Fund	2017-18 Actuals	2018-19 Budget	2019-20 Baseline	2019-20 Recommended	Change
Expense					
Salaries And Benefits	93,282,111	101,962,809	109,541,171	110,925,446	1,384,275
Services And Supplies	9,651,877	9,594,860	10,918,708	10,921,324	2,616
Other Charges	5,828,642	6,083,935	5,886,712	5,886,712	0
Fixed Assets	939,428	1,990,341	1,327,600	1,327,600	0
Expenditure Transfers	17,383,517	18,128,118	18,909,766	18,909,766	0
Expense Total	127,085,576	137,760,063	146,583,957	147,970,848	1,386,891
Revenue					
Other Local Revenue	133,267,061	135,499,722	144,924,210	145,836,738	912,528
Federal Assistance	110,070	408,341	1,244,110	1,244,110	0
State Assistance	851,664	890,000	890,000	890,000	0
Revenue Total	134,228,795	136,798,063	147,058,320	147,970,848	912,528
Net Fund Cost (NFC):	(7,143,219)	962,000	(474,363)	0	474,363
Allocated Positions (FTE)					
	360.6	397.6	397.6	404.6	7.0
Financial Indicators					
Salaries as % of Total Exp	73%	74%	75%	75%	
% Change in Total Exp		8%	6%	1%	
% Change in Total Rev		2%	8%	1%	
% Change in NFC		(113%)	(149%)	(100%)	
Compensation Information					
Permanent Salaries	37,539,490	44,255,551	47,814,300	48,547,925	733,625
Temporary Salaries	429,886	300,000	300,000	300,000	0
Permanent Overtime	12,066,655	10,856,620	12,626,700	12,638,020	11,320
Deferred Comp	34,606	65,460	65,460	70,860	5,400
Comp & SDI Recoveries	(553,444)	0	0	0	0
FICA/Medicare	752,071	844,083	913,886	924,688	10,802
Retirement Expense	25,561,030	27,979,168	29,948,430	30,390,413	441,983
Excess Retirement	89,969	90,000	140,000	140,000	0
Employee Group Insurance	5,496,963	5,936,341	6,713,653	6,838,926	125,273
Retiree Health Insurance	5,134,168	5,252,000	5,170,250	5,170,250	0
OPEB Pre-Pay	1,959,289	1,959,289	2,208,123	2,208,123	0
Unemployment Insurance	(22)	0	0	0	0
Workers Comp Insurance	4,771,450	4,424,296	3,640,369	3,696,241	55,872

Contra Costa County FPD

Special District

Department Description

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

Major Department Responsibilities

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

CCCFPD Operating Fund Summary		
Service:		Mandatory
Level of Service:		Discretionary
Expenditures:		\$147,970,848
Financing:		147,970,848
Net Fund Cost:		0
Funding Sources:		
Property Taxes	88.0%	\$130,204,300
Charges for Svcs	7.3%	10,766,348
Intergovernmental	3.5%	5,133,810
Misc. Revenue	1.3%	1,866,390
FTE: 404.6		

Contra Costa County Fire Protection District – EMS Transport Summary

CCCFPD EMS TRANSPORT FUND	2017-18 Actuals	2018-19 Budget	2019-20 Baseline	2019-20 Recommended	Change
Expense					
Salaries And Benefits	1,193,506	2,450,572	2,614,921	3,103,352	488,431
Services And Supplies	37,716,018	58,361,769	40,820,219	40,820,219	0
Other Charges	789,364	887	201,039	201,039	0
Fixed Assets	211,169	420,000	1,300,000	1,300,000	0
Expenditure Transfers	4,468,223	2,756,600	1,716,390	1,716,390	0
Expense Total	44,378,280	63,989,828	46,652,569	47,141,000	488,431
Revenue					
Other Local Revenue	49,946,668	47,500,000	52,200,000	52,200,000	0
State Assistance	760,838	0	0	0	0
Revenue Total	50,707,506	47,500,000	52,200,000	52,200,000	0
Net Fund Cost (NFC):	(6,329,226)	16,489,828	(5,547,431)	(5,059,000)	488,431
Allocated Positions (FTE)	7.0	11.0	11.0	12.0	1.0
Financial Indicators					
Salaries as % of Total Exp	3%	4%	6%	7%	
% Change in Total Exp		44%	(27%)	1%	
% Change in Total Rev		(6%)	10%	0%	
% Change in NFC		(361%)	(134%)	(9%)	
Compensation Information					
Permanent Salaries	655,077	1,400,367	1,429,563	1,772,657	343,094
Permanent Overtime	108,329	85,000	210,000	210,000	0
Deferred Comp	0	3,840	3,600	5,400	1,800
FICA/Medicare	10,930	20,615	32,582	37,557	4,975
Ret Exp-Pre 97 Retirees	3,136	0	0	0	0
Retirement Expense	250,591	632,315	669,154	764,329	95,175
Employee Group Insurance	90,833	169,269	163,977	181,632	17,655
Unemployment Insurance	1,689	0	0	0	0
Workers Comp Insurance	72,922	139,165	106,045	131,777	25,732

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

Contra Costa County FPD

Special District

CCCFPD EMS Transport Fund		
Service:		Discretionary
Level of Service:		Discretionary
Expenditures:		\$47,141,000
Financing:		52,200,000
Net Fund Cost:		(5,059,000)
Funding Sources:		
Cost Recovery	100.0%	\$47,141,000
FTE:	12.0	

Contra Costa County FPD *Special District*

Non-Operating Funds

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

Pittsburg Special Fund		
Service:		Discretionary
Level of Service:		Discretionary
Expenditures:		\$167,706
Financing:		100
Net Fund Cost:		167,606
Funding Sources:		
Fund Balance	99.9%	\$167,606
Use of Money	0.1%	100

CCCFPD Capital Outlay Fund

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

CCCFPD Capital Outlay Fund		
Service:		Discretionary
Level of Service:		Discretionary
Expenditures:		\$54,502
Financing:		20,000
Net Fund Cost:		34,502
Funding Sources:		
Fund Balance	63.3%	\$34,502
Developer Fees	36.7%	20,000

CCCFPD New Development Fee Fund

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

CCCFPD New Development Fee Fund		
Service:		Discretionary
Level of Service:		Discretionary
Expenditures:		\$662,806
Financing:		70,000
Net Fund Cost:		592,806
Funding Sources:		
Fund Balance	89.4%	\$592,806
Developer Fees	10.6%	70,000

Pittsburg Special Fund

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

CCCFPD POB Debt Service Fund

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

Contra Costa County FPD

Special District

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

CCCFPD POB Debt Service Fund		
Service:		Discretionary
Level of Service:		Discretionary
Expenditures:		\$15,206,431
Financing:		1,030,724
Net Fund Cost:		14,175,707
Funding Sources:		
Fund Balance	93.2%	\$14,175,707
Reimbursements	6.8%	1,030,724

CCCFPD Stabilization Fund

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

CCCFPD Stabilization Fund		
Service:		Discretionary
Level of Service:		Discretionary
Expenditures:		\$19,575,740
Financing:		2,608,318
Net Fund Cost:		16,967,422
Funding Sources:		
Fund Balance	86.7%	\$16,967,422
Transfers	13.3%	2,603,318
Use of Money	0.0%	5,000

CAO's Recommendation

The FY 2019-20 Recommended Budget provides for the funding of 26 fire stations, 28 fully functional engine/truck companies, one limited functionality squad, 404.6 FTEs in the District's General Operating Fund, and 12 FTEs in the District's EMS Transport Fund.

The budget includes funding for negotiated wage adjustments, benefit cost increases, reopening and restaffing newly constructed Fire Station 16 in the City of Lafayette, adding a fourth firefighter to certain truck companies (partially offset by federal grant funding), continuing to staff a 24/7 hazardous materials team, building and grounds maintenance and repair projects, routine capital and non-capital equipment replacement, and increased POB debt service payments.

The District is primarily funded by property tax revenues. In FY 2018-19, the District experienced a 6.6% growth in secured property assessed valuation and a 6.4% growth in total assessed valuation. This represents the sixth consecutive year of growth in assessed valuation after several years of declines. The District received additional property tax distributions during the course of the fiscal year due to the dissolution of redevelopment agencies. Additionally, the City of Pittsburg resumed making RDA Successor Agency pass-through payments and repaid arrearages from the suspension of prior year payments.

The FY 2019-20 Recommended Budget anticipates a 5% growth in secured property assessed valuation and revenue from the continued unwinding of the redevelopment areas. The budget also anticipates the continuation of relatively new revenue sources, such as the fire-based emergency medical services (EMS) first responder fee, sales tax for enhanced EMS services in the City of San Pablo, and cost recovery for certain negligent incidents.

These increases in revenue are allowing the District to continue to restaff/reopen some of the operational resources that were taken out of service during the Great Recession.

In FY 2019-20, the employer Safety Tier A base rate decreases slightly from 73.66% to 72.89%. Offsetting that decrease is the elimination of the employee subvention of the employer cost towards retirement.

Additionally, while the employer base contribution rates for both Safety Tier A and General Tier 1 decrease in FY 2019-20, the actual employer contribution increases by about \$1.3 million due primarily to the increase in retirement compensable pay.

The FY 2019-20 Recommended Budget is balanced and requires no use of fund balance. The District continues to meet its Board adopted policy to maintain a minimum reserve of 10% of general operating fund budgeted expenditures.

On January 1, 2016, the District became the County's exclusive operator of emergency ambulance service (not including the areas covered by the Moraga-Orinda Fire Protection District and the San Ramon Valley Fire Protection District). Thus far, the cost of providing the new service has been fully offset by the collection of ambulance service fees.

Performance Measurement

During FY 2018-19, the District:

- Responded to 78,862 incidents in calendar year (CY) 2018. This represents a 7% increase in call volume compared to CY 2017.
- Conducted 19,515 life safety inspections and plan reviews of new and existing buildings and fire/life safety systems for compliance with state and local fire and building codes during CY 2018. This represents a 53% increase compared to CY 2017.
- Continued to reposition and add internal resources to effectively manage, both operationally and financially, the emergency ambulance program.

- Completed construction of new Fire Station 16 in the City of Lafayette. Reopened and staffed Fire Station 16.
- Initiated construction work on a new Fire Station 70 in the City of San Pablo.
- Completed the site layout for a new Fire Station 9 at the Buchanan Field Airport.
- Completed the site layout for a new Fire Station 86 on Goble Drive in Bay Point.
- Updated the fee schedule for dispatcher service subscribers.
- Updated the Fire Prevention Bureau fee schedule.
- Updated the emergency ambulance service fee schedule.
- Continued to train and deploy fire personnel as first responders at the specialist level to hazardous materials incidents.
- Continued periodic replacement of capital equipment, such as heavy fire apparatus and support equipment.
- Continued much needed facility and grounds maintenance projects, such as painting, roofing, and asphalt repair.
- Hired and conducted Firefighter Recruit Academies 52 and 53.
- Continued to develop our relationship with AMR in an effort to maximize our operational efficiency and deliver exemplary services to the citizens of Contra Costa County.
- Filed the cost reports for FY 2017-18 Ground Emergency Medical Transportation (GEMT) reimbursement for emergency ambulance service provided to Medi-Cal Fee-For-Service recipients.

Contra Costa County FPD

Special District

- Received several grant awards, including a three-year staffing grant to add a fourth firefighter to certain truck companies.

Administrative and Program Goals

During FY 2019-20, the District will:

- Continue to reposition and add internal resources to effectively manage, both operationally and financially, the emergency ambulance program.
- Begin staffing a 24/7 air ambulance through a public-private partnership agreement.
- Complete the construction of a new Fire Station 70 in the City of San Pablo.
- Secure long-term funding for additional fire station construction projects.
- Initiate construction work on a new Fire Station 9 in Pacheco and a new Fire Station 86 in Bay Point.
- Update fire-based EMS first responder fee schedule.
- Continue periodic replacement of capital equipment, such as heavy fire apparatus and support equipment.
- Continue much needed facility and grounds maintenance projects, such as painting, roofing, and asphalt repair.
- Pursue new funding mechanisms such as development impact fees and creation of Community Facilities Districts in areas of new development.
- Hire and conduct Firefighter Recruit Academy 54.
- Continue to develop our relationship with AMR in an effort to maximize our operational efficiency and continue delivering exemplary services to the citizens of Contra Costa County.
- Pursue federal supplemental reimbursement for ambulance services provided to individuals with government payer plans.
- Continue to pursue grant funding opportunities as they become available

Contra Costa County FPD
Special District

FY 2019-20
Program Modification List

Order	Reference to Mand/Disc List	Program Name	Service	FTE	Net Fund Cost Impact	Impact
1	N/A	Operations	Fire Prevention	4.0	474,363	Adds one (1) Firefighter-Recruit position, one (1) Fire Education Coordinator, and two (2) Building Plan Checker I positions.
2	N/A	Operations	EMS	3.0	912,528	Adds three (3) Fire Captain positions fully offset by charges for services.
3	N/A	Operations	EMS – Revenue	0.0	912,528	Increased charges for services.
			Total General Operating Fund	7.0	474,363	
4	N/A	EMS Transport Fund	Administration	1.0	488,431	Adds one (1) Medical Director-Exempt position.
			Total EMS Transport Fund	1.0	488,431	

Contra Costa County FPD
Special District



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
FIRE • RESCUE • EMS

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Recommended Budget
Fiscal Year 2019-20



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

NOTEWORTHY 2018 -19 ACCOMPLISHMENTS

- Responded to 78,862 incidents in calendar year (CY) 2018. This represents a 7% increase in call volume compared to CY 2017.
- Conducted 19,515 life safety inspections and plan reviews of new and existing buildings and fire/life safety systems for compliance with state and local fire and building codes during CY 2018. This represents a 53% increase compared to CY 2017.
- Completed construction of new Fire Station 16 in the City of Lafayette. Reopened and staffed Fire Station 16.
- Initiated construction work on a new Fire Station 70 in the City of San Pablo.
- Completed the site layouts for a new Fire Station 9 at the Buchanan Field Airport and a new Fire Station 86 on Goble Drive in Bay Point.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

NOTEWORTHY 2018-19 ACCOMPLISHMENTS

- Updated the fee schedule for dispatcher service subscribers.
- Updated the Fire Prevention Bureau fee schedule.
- Updated the emergency ambulance service fee schedule.
- Continued to train and deploy fire personnel as first responders at the specialist level to hazardous materials incidents.
- Continued periodic replacement of capital equipment, such as heavy fire apparatus and support equipment.
- Continued much needed facility and grounds maintenance projects, such as painting, roofing, and asphalt repair.
- Hired and conducted Firefighter Recruit Academies 52 and 53.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

NOTEWORTHY 2018-19 ACCOMPLISHMENTS

- Continued to develop our relationship with AMR in an effort to maximize our operational efficiency and deliver exemplary services to the citizens of Contra Costa County.
- Filed cost reports for FY 2017-18 Ground Emergency Medical Transportation (GEMT) reimbursement for emergency ambulance service provided to Medi-Cal Fee-For-Service recipients.
- Received several grant awards, including a three-year staffing grant to add a fourth firefighter to certain truck companies.



BUDGET DRIVERS/CHALLENGES

- Funding for negotiated wage adjustments and benefit cost increases.
- Safety employer retirement rates decrease marginally in FY 2019-20 but still remain high relative to the District's overall budget. The Safety Tier A employer base rate is 72.9% (down from 73.7% in FY 2018-19). Offsetting the decrease is the elimination of employee subvention.
- Debt service payments for Pension Obligation Bonds (POBs) are high (\$16.3 million in FY 19-20) relative to District's overall budget.
- The market cost for new construction has increased substantially in the past few years. The District has several stations in need of repair or replacement.



BUDGET DRIVERS/CHALLENGES

- Continuing to address capital and non-capital equipment replacement (e.g., heavy fire apparatus).
- Continuing to fund new resources as they are placed into service, such as restaffing Fire Station 16 in Lafayette, adding a fourth firefighter to certain truck companies (partially offset by federal grant funding), and staffing a 24/7 hazardous materials team.
- Increases in revenue, service levels, operational tempo, and workload (e.g., emergency ambulance services) has resulted in significantly increased workload demands and the need for more investment in professional services, staffing, and equipment.



PROPERTY TAX REVENUE

- Over the four year period from 2009-10 to 2012-13, property tax revenues decreased by 13.3%. In the last six years, the increase was 39.9%.
- The total net increase over the past ten years was 26.6%, and the average annual increase was 4%.
- Actual CCCFPD experience:

❖ 2009-10 (7.8%)	❖ 2015-16 6.9%
❖ 2010-11 (2.4%)	❖ 2016-17 5.9%
❖ 2011-12 (1.9%)	❖ 2017-18 5.5%
❖ 2012-13 (1.2%)	❖ 2018-19 6.4%
❖ 2013-14 5.9%	❖ 2019-20 5.0% Budgeted
❖ 2014-15 9.3%	



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

CCCFPD GENERAL FUND FY 2019-20 RECOMMENDED BUDGET

	<u>2018-19 Budget</u>	<u>2019-20 Recommended</u>	<u>Incr/(Decr)</u>
Expense			
Salaries & Benefits	101,962,809	110,925,446	8,962,637
Services & Supplies	9,594,860	10,921,324	1,326,464
Other Charges	6,083,935	5,886,712	(197,223)
Fixed Assets	1,990,341	1,327,600	(662,741)
Expenditure Transfers	18,128,118	18,909,766	781,648
Expense Total	137,760,063	147,970,848	10,210,785
Revenue			
Other Local Revenue	135,499,722	145,836,738	10,337,016
Federal Assistance	408,341	1,244,110	835,769
State Assistance	890,000	890,000	0
Revenue Total	136,798,063	147,970,848	11,172,785
Net Fund Cost	962,000	0	
Allocated Positions (FTE)	397.6	404.6	7.0



2019-20 PLANS AND GOALS

- Establish capital construction fund for the District's fire station construction projects (to include Fire Station 70 in San Pablo).
 - \$10 million of initial funding will come from District general fund reserves.
 - The District will continue to meet its 10% general fund reserve requirement.
- Begin staffing a 24/7 air ambulance through a public-private partnership agreement.
- Complete the construction of Fire Station 70 in the City of San Pablo.
- Secure long-term funding for additional fire station construction projects (e.g., Fire Station 9 and Fire Station 86).
- Initiate construction work on a new Fire Station 9 in Pacheco and a new Fire Station 86 in Bay Point.



2019-20 PLANS AND GOALS

- Continue to update service fee schedules to keep up with the cost of providing those services.
- Continue periodic replacement of capital equipment, such as heavy fire apparatus and support equipment.
- Continue much needed facility and grounds maintenance projects, such as painting, roofing, and asphalt repair.
- Pursue new funding mechanisms such as development impact fees and creation of Community Facilities Districts in areas of new development.
- Hire and conduct Firefighter Recruit Academy 54.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

2019-20 PLANS AND GOALS

- Continue to reposition and add internal resources to effectively manage, both operationally and financially, the emergency ambulance program.
- Pursue federal supplemental reimbursement for ambulance services provided to individuals with government payer plans.
- Continue to pursue grant funding opportunities as they become available.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
FIRE • RESCUE • EMS

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Emergency
Ambulance
Service





CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

AMBULANCE SERVICE OVERVIEW

- Effective January 1, 2016, the Fire District became the exclusive operator of emergency ambulance service within EOAs I, II, and V in Contra Costa County.
- AMR provides the actual ambulance resources, on behalf of the District, as the ambulance service sub-contractor.
- Since the District assumed dispatching of ambulance units, the average call processing time has been reduced.
- This new endeavor has required substantial adjustment. The District continues to reposition internal resources to effectively manage the operational and financial components of the ambulance service program.
- There is a separate fund and budget for ambulance services. This fund allows the District to track revenue from governmental, commercial, and private payers for ambulance services rendered and expenditures associated with the provision of those services.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

AMBULANCE SERVICE FINANCES

- At current payer mix, collections rate, and contract expenses, system is financially sustainable.
- The District received its first GEMT reimbursement payment (for FY 2016-17 transports), in the amount of \$760,838, in May 2018.
 - The District should receive its second payment (for FY 2017-18 transports) in late May or June. That payment is estimated to be at least \$600,000.
- On March 14, 2019, CMS approved SPA 18-004 for the GEMT/QAF program. The program starts effective July 1, 2018, and is anticipated to have a net positive revenue impact to the District.
- The EOY fund balance in the CCCFPD EMS Transport Fund for FY 2017-18 was \$16.9 million.
- The District will continue to build appropriate reserves and to prepare for future uncertainties in the health care system and payer plans. It is the District's goal to set aside six months of operating expenses as reserves.



**CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
FIRE • RESCUE • EMS**

**EMS TRANSPORT FUND
FY 2019-20 RECOMMENDED BUDGET**

Expense	2019-20		
	<u>2018-19 Budget</u>	<u>Recommended</u>	<u>Incr/(Decr)</u>
Salaries & Benefits	2,450,572	3,103,352	652,780
Services & Supplies	39,043,024	40,820,219	1,777,195
Other Charges	887	201,039	200,152
Fixed Assets	420,000	1,300,000	880,000
Expenditure Transfers	2,756,600	1,716,390	(1,040,210)
Expense Total	44,671,083	47,141,000	2,469,917
Revenue			
Other Local Revenue	47,500,000	52,200,000	4,700,000
Revenue Total	47,500,000	52,200,000	4,700,000
Allocated Positions (FTE)	11.0	12.0	1.0



AMBULANCE SYSTEM PERFORMANCE

- Transports
 - Jan-Dec 2018: 74,186 (less than 1% change)
 - Jan-Dec 2017: 74,630
 - Jan-Dec 2016: 71,283
- 2018: Averaged 203 transports/day.
- 2017: Averaged 205 transports/day.
- 2016: Averaged 195 transports/day.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

AMBULANCE SYSTEM PERFORMANCE

- Ambulance Units Hours (UHs)
 - Jan-Dec 2018: 239,150 (less than 1% change)
 - Jan-Dec 2017: 238,581
 - Jan-Dec 2016: 236,710
- 2018: Averaged 655 ambulance UHs/day and 4,586 ambulance UHs/week.
- 2017: Averaged 654 ambulance UHs/day and 4,576 ambulance UHs/week.
- 2016: Averaged 647 ambulance UHs/day and 4,527 ambulance UHs/week.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

AMBULANCE SYSTEM PERFORMANCE

- The Alliance has been able to deploy ambulance unit hours very efficiently, while still exceeding the contractual response time performance standard of 90% within each zone.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE • RESCUE • EMS

QUESTIONS?



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard, III, Chief, Contra Costa Fire Protection District
Date: April 9, 2019

Subject: FY 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for a FY 2018 Staffing for Adequate Fire and Emergency Response (SAFER) grant through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), in an amount not to exceed \$3,100,000 over a three year period.

FISCAL IMPACT:

As indicated in the Background section, the cost share requirement for FY 2018 SAFER grant awards is significant. The Period of Performance is three years. No extensions beyond three years will be allowed. During that three year period, the District will be responsible for providing a 25% cost share in the first and second years and a 65% cost share in the third year. Additionally, FY 2018 awards limit position costs to the usual annual cost of a first-year firefighter at the time of the grant application. Therefore, the District will also be responsible for funding 100% of merit increments and negotiated wage increases over three years.

BACKGROUND:

This authorizes the Contra Costa County Fire Protection District (District) to apply for a fiscal year (FY) 2018 Staffing for Adequate Fire and Emergency Response (SAFER) grant. If awarded the grant, the District will return to the Board with specific funding award details and a deployment plan. The Board will then have the opportunity to authorize acceptance of the grant award.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Diane Burgis, 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: April 9, 2019

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

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

By: Jami Napier, Deputy

cc:

The purpose of SAFER grants is to provide funding directly to fire departments to assist them in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards. The District has been successful in obtaining three prior SAFER awards (FY 2010, FY 2013 and FY 2017).

BACKGROUND: (CONT'D)

Period of Performance: The period of performance is three years. Extensions to the period of performance are not available.

Cost Share: SAFER grant recipients are required to contribute a Cost Share toward the actual cost of hiring firefighters under this program.

No Supplanting Allowed: SAFER grant funds may only be used to hire new, additional firefighters and may not be used to supplant funds that would otherwise be available from State or local sources.

Minimum Budget Requirement: At the time of application, SAFER grant applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80% of the average funding level in the three years prior to the grant application date.

Position Cost Limit: SAFER grant funds may not exceed a certain percentage of the usual annual cost of a first-year firefighter in that department at the time of the grant application. There is no waiver available for this requirement. The amount of Federal funding provided to a recipient for hiring a firefighter in any fiscal year may not exceed:

- in the first year of the grant, **75%** of the usual annual cost of a **first-year firefighter** in the District at the time the grant application is submitted;
- in the second year of the grant, **75%** of the usual annual cost of a **first-year firefighter** in the District at the time the grant application was submitted; and
- in the third year of the grant, **35%** of the usual annual cost of a **first-year firefighter** in the District at the time the grant application was submitted

“Usual annual costs” includes the base salary and standard benefits package (including the average health, dental, and vision costs, FICA, life insurance, retirement/pension, etc.) offered by the District to first-year firefighters.

This request would be for nine (9) firefighter positions. The District's intent would be to up-staff three fire companies located in Antioch and/or Pittsburg to create four-person engine companies. A fire company is typically staffed with a captain, an engineer, and a firefighter, at least one of which is a paramedic. A second firefighter would be added to create a four-person engine company. If awarded, and in combination with the FY 2017 SAFER award, these funds would convert half of the Battalion 8, District's busiest battalion, companies to 4-0 staffing.

If awarded, the grant would only cover a portion of salary and benefits costs. The District would be responsible for funding the cost share indicated above plus the additional costs of merit increments and negotiated wage increases over three years.

Throughout the performance period of the grant, the District will need to maintain the total number of authorized and funded firefighter positions at the time of award plus the total number of SAFER-funded firefighter positions. The District cannot lay off firefighters during the period of performance, and vacancies that arise through attrition – such as openings created by retirements – must be filled within a reasonable time period.

The total grant program request is approximately \$5 million over three years. The Federal share is estimated at \$3.1 million and the local agency match is estimated at \$1.9 million.

CONSEQUENCE OF NEGATIVE ACTION:

The Contra Costa County Fire Protection District will not pursue this grant opportunity and staffing levels would remain as is.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard, III, Chief, Contra Costa Fire Protection District
Date: April 9, 2019

Subject: Fire Chief's Report - April 9, 2019

RECOMMENDATION(S):

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

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Diane Burgis, 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: April 9, 2019
, County Administrator and Clerk of the Board of Supervisors

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

By: Jami Napier, Deputy

cc:

ATTACHMENTS

Fire Chief's April
Report



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

April 9, 2019

TO: Board of Directors

FROM: Lewis T. Broschard III, Fire Chief

RE: Fire Chief's Report

- Fire Station 16 (Lafayette): Interior finishes are in progress with sheetrock, tape and texture. Paint will be next, along with cabinetry installation. Exterior finishes are also underway with stucco and stone veneer. As soon as weather permits, the concrete and asphalt will be laid in the driveway. The electric utility connection has caused significant disruption to the project. We are doubtful of an April completion and will most likely extend into May. We will plan a ribbon cutting ceremony as the final completion date becomes clear.
- Fire Station 70 (San Pablo): The notice to proceed with construction is scheduled to be issued this month to Alten Construction Inc. Pending completion of construction contracts, we will have a kick off meeting with the project team. The groundbreaking ceremony is scheduled for April 23 at 10 a.m. at the project site which is located at the intersection of 23rd Street and Market Avenue in San Pablo.
- Fire Station 9 (Pacheco): The site layout is complete. We are continuing to work with consultants on the CEQA process. Our goal is to have CEQA completed and architectural drawings approved by the end of 2019. We are also working with Capital Projects to prequalify bidders in spring of 2019.
- Fire Station 86 (Bay Point): The site layout is complete and the CEQA process is in progress. The District has been meeting with neighboring property owners and sharing the site plans. We will be presenting to the Bay Point Municipal Advisory Council in May 2019. Our goal is to have CEQA complete and architectural drawings approved by the end of 2019. We are also working with Capital Projects to prequalify bidders in spring of 2019.
- Engine 16 was staffed effective April 1 which was our originally intended occupancy date for Fire Station 16 when the project was initiated and the staffing for Engine 16 was planned from the recently concluded Academy 52. Engine 16 will be temporarily housed at Fire Station 15 in Lafayette providing service to the community it was intended to serve until Fire Station 16 is occupied in mid-May.
- Assistant Fire Chief/Fire Marshal Chris Bachman starts with the Fire District on Monday, April 8. Chief Bachman comes to us from the Pike Township Fire

Department in Indianapolis, Indiana where he was the Deputy Fire Chief of Support Services. In this role, he managed four divisions: Fire Prevention, Support Services, Information Technology, and Health/Safety/Medical. His responsibilities also included department-wide budgeting and strategic planning for an organization with 200 personnel. His experience includes federal grant application and administration as well as expertise as a Public Information Officer. Previous experience also includes ten years as Fire Marshal, and he began his career as a firefighter in 1995. Chief Bachman holds a BA in Political Science from Eastern Illinois University; is completing his master's degree in Emergency and Disaster Management from Georgetown University; and is one of only 60 individuals to be dual credentialed as a Chief Fire Officer and Fire Marshal with the Center for Public Safety Excellence.

- March is typically our biggest month for retirements. In March, retirements from the District included two Battalion Chiefs, three Fire Captains, and one Fire Engineer.
- As a result of retirements, the District promoted Kevin Platt and Scott Valencia to Battalion Chief. Fire Engineer and Fire Captain promotional processes are currently in motion, and we anticipate promotions to fill vacancies within the next 30-60 days.
- New apparatus was delivered in March as part of our ongoing apparatus replacement plan. New Type I engines will be placed in service at Fire Station 81 (Antioch), Fire Station 70 (San Pablo), Fire Station 1 (Walnut Creek), and Fire Station 9 (Pacheco). A new ladder truck will be placed in service at Fire Station 14 in Martinez. Fire Station 7 (Walnut Creek) and Fire Station 13 (Martinez) will be getting newer Pierce engines rotated out of busier fire stations. The new ladder truck delivery allows us to increase the reliability of our truck fleet with an eight-year old ladder truck rotated out of frontline service into spare capacity. The apparatus replacement plan initiated in 2014 is providing the results we intended with increased fleet reliability, removal of older high-mileage apparatus from service, and increased standardization of apparatus across the District.
- Our 2018 Annual Report was completed in late March and published on our website. The report highlights the achievements and milestones of our organization for the last calendar year and represents all the different divisions of our District. The report itself is a significant milestone as it is our first annual report published since 2007. Special thanks to Steve Hill, PIO, for his hard work and effort in getting this published.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard, III, Chief, Contra Costa Fire Protection District
 Date: April 9, 2019

Subject: License for Use of Former Concord Naval Weapons Station (CNWS)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute, on behalf of the Contra Costa County Fire Protection District, a license agreement with the United States, Department of the Navy, for use of an 80-acre portion of the former Concord Naval Weapons Station for training purposes during the period from March 22, 2019, through March 21, 2020.

FISCAL IMPACT:

There are no direct costs associated with this agreement. Indirect costs include staff time associated with preparation and review of this agreement. The Contra Costa County Fire Protection District receives tremendous benefit by utilizing this location for training at no cost.

BACKGROUND:

The Contra Costa County Fire Protection District (District) and the Office of the Sheriff (Sheriff) have enjoyed the ability to train at this location for several years. Recently, the use agreement was bifurcated so that the Sheriff and the District would have separate individual agreements while providing for coordination between the agencies to avoid scheduling conflicts

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 04/09/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Diane Burgis, 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: April 9, 2019

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

Contact: Aaron McAlister, Assistant Fire
 Chief 925-941-3300 x1103

By: Jami Napier, Deputy

cc:

BACKGROUND: (CONT'D)

on the site. This agreement provides indemnification for the Navy against loss or damage arising out of the use of Navy property. The District constructed a grant-funded burn prop on this site in 2018. The site has proved beneficial for fire academies, on duty training, and specialty live fire training.

In the long term, the District and the County are on track to take physical possession of the property in late 2020. A coordinating group continues to work on this transfer and future agenda items will specifically address that proposed transfer.

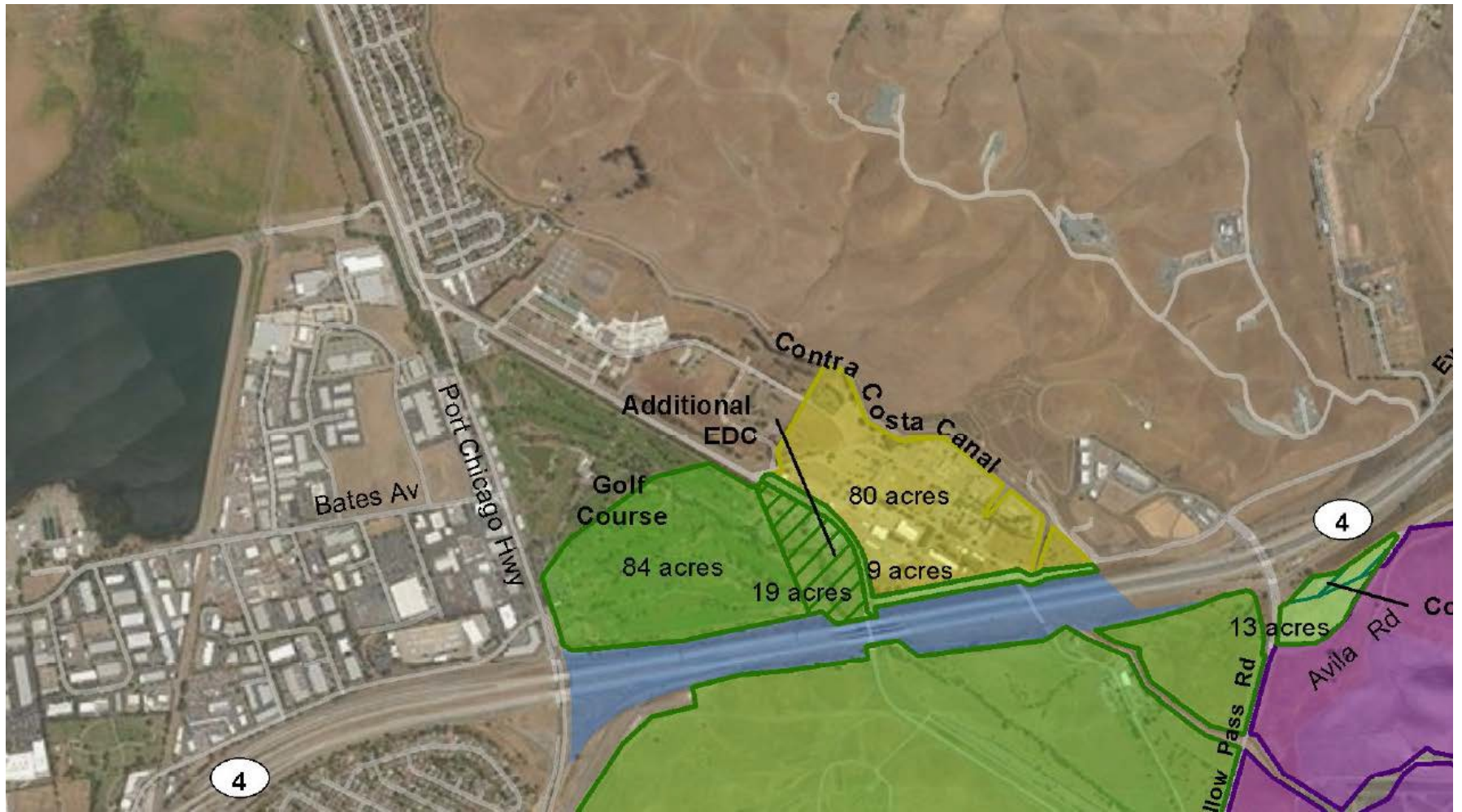
CONSEQUENCE OF NEGATIVE ACTION:

The District would not be able to utilize the site for training.

ATTACHMENTS

CNWS CCCFPD License Agreement 2019

LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY		ALL CORRESPONDENCE MUST REFERENCE:	
THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		1a. WORK ORDER NO: N/A 1b. FILE NO: N/A 1c. LICENSE (CONTRACT) NO: N4769219RP19P07	
2. PROPERTY LOCATION (<i>Installation Name and Address</i>)		3. DATES COVERED	
Former Concord Naval Weapons Station		FROM: 22 March 2019 THROUGH: 21 March 2020 Provided Licensee has delivered the required insurance certificates to the Licensor.	
4. DESCRIPTION OF PREMISES (<i>Room and building numbers where appropriate</i>)			
The Licensed Premises, as shown on Exhibit "A," attached hereto and made a part hereof.			
5. PURPOSE AND USE AUTHORIZED (<i>Specific use, times and recurring/part-time basis, and land use controls</i>)			
To authorize the Licensee and its Sub-licensees use of the streets, buildings and structures within the Administration Area to conduct public safety training.			
6. LICENSOR		6a. NAVY LOCAL REPRESENTATIVE (<i>Name, Title, Address, Telephone, Email</i>)	
UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		BRAC Program Management Office West 33000 Nixie Way, Bldg 50 Attn: Sofia Loomis San Diego, CA 92147 Email: sofia.g.loomis@navy.mil / (619) 524-5259	
7. LICENSEE (<i>Name, Address, Telephone Email</i>)		7a. LOCAL REPRESENTATIVE OF LICENSEE (<i>Name, Title, Address, Telephone, Email</i>)	
Contra Costa County, Fire Protection District 4005 Port Chicago Highway, Suite 250 Concord, CA 94520		Aaron McAlister/amcal@cccfd.org/ (925) 383-5003	
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE			
a. AMOUNT (<i>Each payment</i>)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. SEND PAYMENT TO: (<i>Name and Mailing Address</i>)
NONE			
9. EXHIBITS: The following are attached and incorporated into this License -			
A. MAP OF LICENSED PREMISES		C. SPECIAL PROVISIONS	D. BURN SIMUATOR LOCATION & INFORMATION
B. GENERAL PROVISIONS		E. N/A	
10. EXECUTION OF LICENSE			
FOR THE SECRETARY OF THE NAVY	NAME: AMY JO HILL Real Estate Contracting Officer	SIGNATURE:	DATE:
	NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT: Amy Jo Hill, BRAC, 33000 Nixie Way, Bldg 50, San Diego, CA 92147, amy.hill@navy.mil		
LICENSEE I represent that I am authorized to bind Licensee	NAME:	SIGNATURE:	DATE:



- Licensed Premises

EXHIBIT "B"

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

1. USE OF AND ACCESS BY LICENSEE. The Licensor grants to the Licensee the right to use the premises or facilities described in block 4 and **Exhibit "A"** ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. ~~The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the RAPIDGATE or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.~~
2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensor or its authorized representative.
3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.
4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee. This license does not grant exclusive use or control of the licensed premises and grants no interest in the real property of the Licensor.
5. UTILITIES AND SERVICES. If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licensor for the cost as determined by the Licensor in accordance with applicable statutes and regulations.

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

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.
7. IMPROVEMENTS AND RESTORATION. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.
8. INDEMNIFICATION.
 - a. The Licensee releases the Licensor and its employees from liability for death or injury to persons at the Premises.
 - b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensor and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensor.
 - c. The Licensee shall indemnify and save harmless the Licensor, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

EXHIBIT “B”

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

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

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

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter “None” as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)	\$1,000,000	Worker’s Compensation	
Bodily Injury (Single Limit)	\$3,000,000		
Property Damage	\$1,000,000		
Fire/Legal Liability	\$1,000,000		
Deductible	N/A		

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

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

10. DAMAGE TO THE PREMISES.

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

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

EXHIBIT "B"

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

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

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

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

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

14. APPLICABLE RULES AND REGULATIONS.

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

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

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

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

EXHIBIT "B"

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

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

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

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

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

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

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

- a. This license is not subject to the requirements of this section; or,
- b. ~~This license is subject to the requirements of this section and said requirements have been met.~~

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

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

Special Provisions Exhibit "C"

- a. Licensee understands they have non-exclusive use of the Licensed Premises and must coordinate usage of the Licensed Premises with all other licensed entities. Licensee shall maintain and communicate a monthly training schedule that identifies dates of intended use and access. This schedule shall indicate the type of training involved and estimate number of personnel that will attend the training event.

Licensee is hereby informed that portions of the road infrastructure are subject to a License with the City of Concord and close coordination with the City to deconflict the research development purpose of the City License is required. By the 1st of every month, the Licensee shall notify each of the following entities of the training schedule anticipated for the next 60 days:

Navy Notification POCs:

Sofia Loomis– (619) 524-5259, sofia.g.loomis@navy.mil

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

MOTCO Notification POCs:

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

City of Concord Notification POC:

Pamela Laperchia– (925) 671-3001, pamela.laperchia@cityofconcord.org

Contra Costa County POCs:

Daniel Guido- (925) 646-4461, dguid001@so.cccounty.us

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

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

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

p. Licensee is prohibited from using the Licensed Premises for the treatment or disposal of toxic or hazardous materials, which includes material of a flammable or pyrotechnic nature. No smoking is permitted within the Licensed Premises.

q. No notice, order, direction, determination, requirement, consent or approval under this License shall be of any affect unless it is in writing and signed by the Parties to this License.

r. Still photography or filming is prohibited unless otherwise requested in writing by the Licensee and permission is authorized in writing by the Government, and only with strict observation of any additional precaution or procedure the Government may specify.

s. Licensee is responsible for ensuring that the buildings are properly secure upon leaving the Licensed Premises each day during the term of the License. Licensee shall be required to pay for the repair or replacement of any structural damage (e.g., windows, walls, doors, floors) to the Licensed Premises caused from the training or vandalism.

t. No hazardous materials or explosives are authorized within the Licensed Premises. No chemicals, pyrotechnics, flame, heat, smoke, paint, etc., will be utilized by the Licensee. All training will be simulated and no chemical hardware devices will be utilized. **LIVE MUNITION TRAINING IS STRICTLY PROHIBITED.**

u. Notification is hereby given that the buildings authorized for use for training purposes at the former Concord Naval Weapons Station may contain asbestos. Your agency's Industrial Hygiene Specialist may coordinate access to verify the presence of friable asbestos. All posted signs stating limited or prohibited access due to asbestos must be followed. Information regarding asbestos is hereby attached as Attachment "A" to these Special Provisions (Fact Sheet July 2003; "What is Asbestos?" – 3 pages) and made part of this License agreement with the Department of the Navy. If you have any questions, please call the CSO (as cited in paragraph a. of these Special Provisions).

v. The Licensed Premises are delivered to the Licensee "AS IS, WHERE IS", and, as such, the Government makes no warranty as to such facilities and property either as to their usability generally or as to their fitness for any particular purpose. At the termination of this License, Licensee shall turn over to the Government the Licensed Premises in the same, or as good a condition in which they were received, reasonable wear and tear excepted.

w. Notice is hereby given that the Government is no longer maintaining the property at the level of an operational Navy base and safety hazards may be present. The Navy has not inspected the building and Licensee assumes any and all risk from its use.

x. **LICENSEE ACKNOWLEDGES THAT LICENSEE AND ITS INVITEES ARE ENTERING THE LICENSED PREMISES AT THEIR OWN RISK AND LICENSEE EXPRESSLY INDEMNIFIES AND HOLDS THE LICENSOR HARMLESS FOR ANY DAMAGE OR HARM TO LICENSEE AND ITS INVITEES RESULTING FROM USE OF THE LICENSED PREMISES. LICENSEE ACKNOWLEDGES THAT IT HAS PROVIDED EACH INVITEE WITH A COMPLETE COPY OF THIS LICENSE AND HAS PERSONALLY ADVISED EACH INVITEE OF THE RISKS ASSOCIATED WITH USE OF THE LICENSED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE RISKS RELATED TO CONTACT WITH UNEXPLODED ORDNANCE. SHOULD THE LICENSEE ENCOUNTER ANY METALLIC OBJECTS, IT SHALL IMMEDIATELY CEASE ALL ACTIVITY AND CONTACT THE CSO POINT OF CONTACT.**

y. Law enforcement agencies that use canine units during their training must pick up dog waste and dispose in a proper manner upon leaving the Licensed Premises.

z. Licensee may sublicense to entities without Government approval on the basis that all License terms and conditions will be provided to Sublicensee. Licensee shall be responsible for retaining documentation (sublicense, permits, etc.) related to Sublicensee use. Sublicensees shall be provided a copy of the entire License, including Asbestos fact sheet (Attachment "A").

aa. Licensee acknowledges that planned training events may be cancelled at the request of the Licensor for reasons including but not limited to public events, access requests in support of the Navy environmental program, Navy response actions, etc.

bb. **Fire Training Equipment (Hazardous Substance Exclusion)** Licensee shall be authorized to use its personal equipment (fire box training simulator) on the Licensed Premises on the basis that Licensee shall have obtained any and all necessary approvals to comply with local, state, and federal air emission regulations. Licensee shall retain a copy of all BAAQMD approvals granted in connection with its use of the premises. Licensee shall provide copies to the Licensor upon request.

cc. In order to alleviate public concerns of an actual fire, Licensee shall operate equipment away from City of Concord Golf Course and as far away from Highway 4 as possible.

dd. In order to assist the City of Concord in handling concerned resident phone calls, LICENSEE SHALL PROVIDE NO LESS THAN 48 HOUR NOTICE TO THE CITY OF CONCORD POC WHEN LICENSEE INTENDS TO USE FIRE TRAINING EQUIPMENT.

ee. Licensee acknowledges that one building (IA-7) within the Licensed Premises has been Licensed to the City of Concord for use by its sublicensee for storage of vehicles and is hereby excluded from this License and is not a component of the Licensed Premises. Licensee shall not conduct training activities directly adjacent to IA-7 and shall not block or hinder the City of Concord (and its assigns) from entering IA-7.

ff. Licensee is authorized to operate a new burn simulator within the Contra Costa County Fire Protection District training area which will be conveyed in the Public Benefit Conveyance to Licensee. The new burn simulator is a series of sea containers attached together on the proposed asphalt parking lot area by the locomotive shop, as shown in Exhibit "D". The Licensee shall comply with all local, state and federal laws and regulations for the operation of the new and existing burn simulators.

gg. Licensee accepts responsibility for the disposal and cleanup of any hazardous materials generated by the burn simulator and/or training. Licensee will ensure parcel is cleaned of all hazardous materials at time of transfer. If Licensee has any questions regarding what is authorized to be used onsite, please contact CSO and Navy Representative prior to activity.

hh. The failure of Licensor to enforce any provision of this License shall not be construed as waiver of that or any other provision herein.

ii. Licensee shall have the right to self-insure. In the event that Licensee does self-insure, Licensee shall provide written evidence of such self-insurance to Licensor, and shall include the Licensor as additional insured under such self-insurance coverage as described in General Provision 9. If Licensee does not self-insure, then, during the entire term of this Agreement, Licensee shall provide and maintain, in full force and effect at all times, insurance policies meeting the requirements described in General Provision 9, unless otherwise expressed in writing by the Licensor.

jj. In the event of conflict with the General Provisions of the License, the Special Provisions shall prevail and override the General Provisions.

LICENSEE ACKNOWLEDGMENT:

Licensee

Date

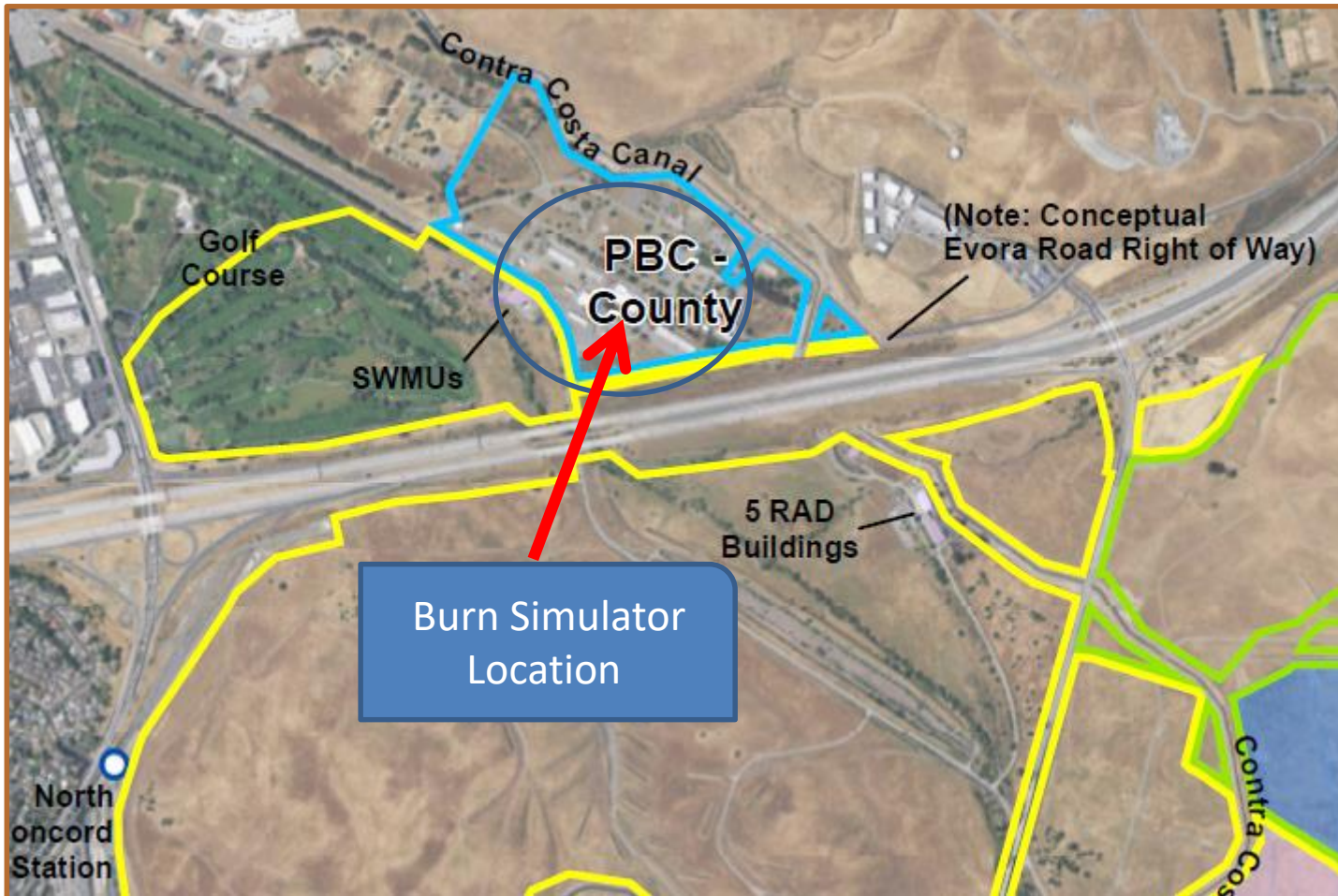


Exhibit D: Burn Simulator



Exhibit D: Burn Simulator



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
From: Lewis T. Broschard, III, Chief, Contra Costa Fire Protection District
Date: April 9, 2019

Subject: Purchase Contract for Type 1 Tactical Water Tender

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a purchase contract with Golden State Fire Apparatus, Inc., in an amount not to exceed \$390,000 for the purchase of a Type 1 Tactical Water Tender for fire suppression.

FISCAL IMPACT:

This apparatus will be purchased with State Homeland Security Grant Program (SHSGP) funds. The Contra Costa County Fire Protection District (District) was selected to receive an award in the amount of \$375,000. The total project, including a \$15,000 contingency is \$390,000. If need the \$15,000 contingency will come from a District restricted capital fund.

BACKGROUND:

In 2017, the Contra Costa County Fire Protection District (District) applied to the State Homeland Security Grant Program for the purchase of water tender. This application was approved and the District recently received formal spending authority from the Contra Costa County Sheriff, Office of Emergency Services.

The District has identified a vehicle meeting our specifications and selected a vendor using

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
Candace Andersen,
Director
Diane Burgis, 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: April 9, 2019

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

Contact: Aaron McAlister, Assistant Fire Chief 925-941-3300 x1103

By: Jami Napier, Deputy

cc:

BACKGROUND: (CONT'D)

the Houston Galveston Area Council of Governments (HGAC) Cooperative Purchasing Program. Water tenders are used to supply large volumes of water, typically to areas without fire hydrants. The most common application for this specialty equipment is in rural areas during wildland fire events. Water tenders may also be used to deliver large amounts of water to highways, airports, hazardous materials incidents and industrial fires. The District currently owns one water tender that is in excess of 20 years of age. This older vehicle has exceeded its anticipated life span. In 2018, the District was awarded a separate FEMA Assistance to Firefighters Grant for the purchase a water tender.

This purchase will be the second grant-funded water tender in the fleet. Each water tender will be strategically located to provide ideal coverage. The two units will be identical.

CONSEQUENCE OF NEGATIVE ACTION:

The Fire District would not be able to take advantage of this funding opportunity and would have to identify another source for funding this project.



Contra
Costa
County

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard, III, Chief, Contra Costa Fire Protection District
 Date: April 9, 2019

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

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with TriTech Software Systems, in an amount not to exceed \$230,000, for the continued annual maintenance of the Contra Costa County Fire Protection District's 911 Computer Aided Dispatch system for the period May 1, 2019, through April 30, 2020.

FISCAL IMPACT:

Budgeted; 100% CCCFPD EMS Transport Fund

BACKGROUND:

The Contra Costa Regional Fire Communications Center provides emergency medical, fire, and rescue dispatch services for the Contra Costa County Fire Protection District (District) and six other neighboring agencies within Contra Costa County using a 911 CAD system. The District's 911 CAD system provider is TriTech Software Systems. The District entered into a Software Support Agreement with TriTech Software Systems on February 3, 2004. This purchase order allows the District to make a payment to Tritech, in accordance with the Software Support Agreement, for the cost of software support, maintenance, and upgrades for the 911 CAD system for the period May 1, 2019, through April 30, 2020.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/09/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Diane Burgis, 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: April 9, 2019

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

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

By: Jami Napier, Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

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

CLERK'S ADDENDUM

Meeting adjourned at 1:35 p.m.