

April 27, 2020

E-TRANSMITTAL/REGULAR MAIL

Clerk of the Board of Supervisors
651 Pine Street
1st Floor, Room 106
Martinez, CA 94553



CITY OF SAN PABLO
City of New Directions



Re: LETTER OF SUPPORT FOR CONTRA COSTA COUNTY BOARD OF SUPERVISORS (BOS) AGENDA ITEM C.33 FOR APRIL 28, 2020 MEETING:

C. 33 Acting as the Governing Body of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to execute an amendment to the funding agreement for enhanced EMS service with the City of San Pablo to increase the amount to \$1,536,000 to fiscal year 2020/21, with annual 5% increases, and to extend the term expiration date of the agreement from April 30, 2020 to June 30, 2025. (100% Revenue)

Dear Clerk of the Board of Supervisors:

On April 20, 2020, the San Pablo City Council unanimously approved the 5-year enhanced Emergency Medical Services (EMS) Agreement (EMS) with the Contra Costa County Fire Protection District (CCCFPD), with adoption of City Council Resolution No. #2020-050 (See Attachment).

On behalf of the San Pablo City Council, we urge the County BOS/Governing Body of CCCFPD to approve and execute said enhanced EMS Agreement for period April 30, 2020 through June 30, 2025. Additionally, the City is sincerely appreciative for the ongoing cooperative partnership between the City of San Pablo and CCCFPD in sustaining these vital services at County FS #70 to the San Pablo community, and surrounding County Service areas.

Should you have any questions about this request, please contact me at (510) 215-3016, or MattR@sanpabloca.gov.

Thank you for your time and consideration.

Sincerely,


Matt Rodriguez,
City Manager

Attachment: (1) City Council Resolution No. #2020-050

cc: CCCFPD Chief Louis Broschard
Mayor and Councilmembers
City Attorney
Assistant City Manager

RESOLUTION 2020-050

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING EXECUTION OF A FUNDING AGREEMENT BETWEEN THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND THE CITY OF SAN PABLO FOR ENHANCED EMS SERVICES

WHEREAS, *Major Policy Goal: Improve Public Safety* is a major policy category adopted under the FY 2019-21 Council Priority Workplan, effective March 1, 2019;

WHEREAS, since May 1, 2015, the City of San Pablo and the Contra Costa County Fire Protection District ("District") have an executed 5-year agreement ("Agreement") which provides fire, rescue and emergency medical incident response services within the City of San Pablo from District Station 70 ("Station 70.");

WHEREAS, in June 2014, following the defeat of WCCHCD's Measure C, local San Pablo voters passed a special purpose one-quarter (1/4) cent sales tax Measure K, in perpetuity. Under adopted Measure K, the City is required to spend the sales tax proceeds from Measure K to enhance the emergency medical incident response services provided by the District at Station 70;

WHEREAS, under the terms of the Agreement, the District must staff Station 70 with a two-person squad comprised of a fire engineer and a firefighter, at least one of which will be a paramedic (the "EMS Squad"), in addition to the existing three-person station deployment comprised of a captain, a fire engineer, and a paramedic. The EMS Squad will be housed at, and permanently assigned to Station 70, operating 24 hours a day, seven days a week. This obligation will remain for so long as Station 70 is in existence;

WHEREAS, a new Station 70 is being constructed at 1800 23rd Street in the City, pursuant to a Memorandum of Understanding between the District and City for the San Pablo Fire Station Replacement Project approved by the City Council on June 19, 2017 pursuant to adopted Resolution #2017-129;

WHEREAS, in March 2020, the staffs of the City and District negotiated a proposed First Amendment of the current Agreement ("First Amendment of Agreement"), which is attached and recommended for adoption and includes provisions related to EMS Squad Personnel, vehicles and equipment at Old Station 70 and New Station 70, City funding obligation and term of the Amendment:

- **Old Station 70 EMS Squad Personnel.** During the term of this Agreement, and for as long as the District keeps Old Station 70 open, the District shall minimally staff Old Station 70 with a two-person squad comprised of a fire engineer and a firefighter, at least one of which will be a paramedic (the "EMS Squad Personnel"), which is in addition to the existing three-person engine company comprised of a captain, a fire engineer, and a paramedic. The EMS Squad Personnel will be housed at, and

permanently assigned to Old Station 70, 24 hours a day, seven days a week until New Station 70 begins operating.

- **New Station 70 EMS Squad Personnel.** During the term of this Agreement, and for as long as the District keeps New Station 70 open, the District shall minimally staff New Station 70 with the EMS Squad Personnel of a fire engineer and a firefighter, at least one of whom will be a paramedic, which is in addition to the existing three-person engine company comprised of a captain, a fire engineer, and a paramedic. Additionally, the EMS Squad Personnel may be used to staff new EMS Truck 70 and will be assigned to New Station 70, 24 hours a day, seven days a week.
- **EMS Squad Vehicle.** During the time Old Station 70 is operating, the District will operate the squad vehicle procured pursuant to this Agreement (the “EMS Squad Vehicle”) for use by the EMS Squad in performing its duties. The EMS Squad Vehicle will be registered in the name of the District and covered by District insurance in the same manner as other District vehicles. The District will continue to use the EMS Squad vehicle as it sees fit for the duration of this Agreement. The District will retain ownership of the EMS Squad Vehicle after termination of this Agreement.
- **New Station 70 Truck.** Upon New Station 70 being placed into service, the District will procure at its cost and place New EMS Truck 70 into service and staff it with the EMS Squad Personnel, together with additional District personnel paid for by the District. The new EMS Truck 70 will respond to EMS and rescue calls in the same manner as the existing EMS Squad Vehicle.
- **EMS Squad Personnel and Equipment. EMS Squad Vehicle and New Station 70 Truck. EMS Squad Equipment.** The EMS Squad Personnel will be equipped with firefighter protective clothing, a cardiac monitor, a defibrillator, necessary radios and communications equipment and other equipment the District determines is necessary to its duties (the “EMS Squad Personnel Equipment”). The EMS Squad Personnel Equipment will primarily be provided by the District from its surplus equipment supply. The remaining EMS Squad Personnel Equipment will be purchased by District after it provides the City with a list of EMS Squad Personnel Equipment that is necessary and in addition to District-supplied EMS Squad Personnel Equipment. The District will invoice the City for the cost of any new or replacement EMS Squad Personnel Equipment it purchases and reimbursement from the City will be limited to the costs of a cardiac monitor, defibrillator, and portable radio equipment for the EMS Squad Personnel. The City will pay the District for the cost of the EMS Squad Personnel Equipment within 30 days of its receipt of an invoice.
- **EMS Squad Assignment.** The EMS Squad Personnel and Truck 70 will be assigned at the sole discretion of the District. Notwithstanding that the EMS Squad Personnel are located at either Old Station 70 or New Station 70, which are both in the City, the EMS Squad Personnel and Truck 70 will be used in the same manner that the District would use it if the City were not funding the EMS Squad Personnel. At the District’s discretion, the EMS Squad Personnel and Truck 70 may be assigned to provide

emergency services at any location as deemed necessary by the District. The EMS Squad Personnel does not provide EMS transportation services.

- **EMS Squad Funding; Non-Appropriation.** Per the contract extension, the City will pay the District (a) an additional \$250,000 (\$125,000 per month) for May 2020 and June 2020; (b) \$1,536,000 for the sixth year beginning on July 1, 2020; (c) \$1,612,800 for the seventh year beginning on July 1, 2021; (d) \$1,693,440 for the eighth year beginning on July 1, 2022; (e) \$1,778,112 for the ninth year beginning on July 1, 2023; and (f) \$1,867,018 for the tenth year of the Agreement beginning on July 1, 2024, provided, however, that payments due from the City to the District that are in excess of Measure K revenues received by the City are subject to annual appropriations by the City.
- **Term of Agreement.** The term of this Agreement is from May 1, 2015 until June 30, 2025. Prior to expiration of the term, the parties may extend this Agreement for another five years by executing an amendment to this Agreement and setting forth the amounts that the City will pay the District annually during the extended five-year period.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Pablo does hereby authorize the City Manager to execute the attached and incorporated First Amendment of Agreement for enhanced EMS services in substantially the form submitted herewith, with such changes as deemed proper and necessary by the City Manager and City Attorney.

BE IT FURTHER RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

ADOPTED this 20th day of April, 2020, by the following votes:

AYES:	COUNCILMEMBERS:	Kinney, Pineda, Xavier, Pabon-Alvarado and Cruz
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST: APPROVED:

/s/ LaTanya Fisher
LaTanya Fisher, Acting Deputy City Clerk

/s/ Arturo M. Cruz
Arturo M. Cruz, Mayor