

CALENDAR FOR THE BOARD OF DIRECTORS
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
BOARD CHAMBERS, ADMINISTRATION BUILDING, 1025 ESCOBAR STREET
MARTINEZ, CALIFORNIA 94553-1229

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

MONICA NINO, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 655-2075
LEWIS BROSHARD, FIRE CHIEF

As permitted by Government Code section 54953 (e), and in accordance with the County Public Health Officer's recommendations for virtual meetings and social distancing, Board members may participate in the meeting remotely. The Board meeting will be accessible in-person, via television, and via live-streaming to all members of the public. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov.

Persons who wish to address the board during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing **888-278-0254** followed by the access code **843298#**. A caller should indicate they wish to speak on an agenda item, by pushing "#2" on their phone. Access via Zoom is also available using the following link: <https://ccccounty-us.zoom.us/j/87344719204>. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. To provide contact information, please contact Clerk of the Board at clerkoftheboard@cob.cccounty.us or call 925-655-2000.

Meetings of the Board are closed-captioned in real time. Public comment generally will be limited to two minutes. Your patience is appreciated. A Spanish language interpreter is available to assist Spanish-speaking commenters.

A lunch break or 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 online at www.contracosta.ca.gov.

ANNOTATED AGENDA & MINUTES
August 9, 2022

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

Staff Present: David Twa, County Administrator
Lewis Broschard, Fire Chief

1:00 P.M. Convene and call to order.

Called the meeting to order at 1:45 p.m. Adjourned today's meeting at 2:15 p.m.

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

DISCUSSION ITEMS

- D.1** RECEIVE an update on the proposed contract for fire protection to the City of Pinole. (Lewis Broschard, Fire Chief)

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

- D.2** HEARING to consider adopting Resolution No. 2022/10 to accept the transfer of property taxes previously assigned to the former East Contra Costa Fire Protection District to Contra Costa County Fire Protection District. (100% Property Tax Revenues) (Lewis Broschard, Fire Chief)

Speaker: No Name Given, Danville.

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

- D.3** CONSIDER accepting a report from the Deputy Fire Chief providing a status summary for Contra Costa County Fire Protection District fire station construction projects. (Aaron J. McAlister, Deputy Fire Chief)

Speaker: No Name Given, Danville.

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 Broschard, Fire Chief)

Speaker: No Name Given, Danville.

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

D. 5 CONSIDER Consent Items previously removed.

There were no items removed from consent for discussion.

D. 6 PUBLIC COMMENT (2 Minutes/Speaker)

There were no requests to speak at public comment.

CONSENT ITEMS

- C.1** APPROVE and AUTHORIZE the Fire Chief, or designee, to the execute a contract with the California Department of Forestry and Fire Protection (CAL FIRE) in an amount not to exceed \$616,651 for fire and emergency services for the Marsh Creek - Morgan Territory Area, from July 1, 2022 through June 30, 2023. (100% CCCFPD General Operating Fund)

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 1025 Escobar Street, First Floor, 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, 1025 Escobar Street first floor, Martinez, CA 94553; by fax: 925-655-2006 or to clerkoftheboard@cob.cccounty.us.

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) 655-2000. An assistive listening device is available from the Clerk, First Floor. 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) 655-2000, 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) 655-2000. 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, 1025 Escobar Street, First floor, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 655-2000 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

www.co.contra-costa.ca.us

ADVISORY COMMISSION

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, September 12, 2022, at 7:00 p.m. at their Administrative Office, 4005 Port Chicago Highway, Suite 250, Concord, CA 94520. **All meetings are currently conducted on Zoom. Zoom information to join is available on the website at www.cccfpd.org.**

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 (CCCYPD) 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: August 9, 2022

Subject: Update on City of Pinole Contract for Service

RECOMMENDATION(S):

RECEIVE an update on the proposed contract for fire protection to the City of Pinole; and PROVIDE direction to staff on the implementation of the proposed contract for service.

FISCAL IMPACT:

There is no fiscal impact associated with receiving this update. The future fiscal impact of implementing the proposed contract, if approved, should be neutral to the Fire District. Funding for the elements of the contract and the operations provided to the City will be paid by the City with additional funding provided through \$2 Million of previously approved Measure X funds.

BACKGROUND:

The Fire District has been working with the City of Pinole in coordination with the County Administrator's Office and County Counsel relative to a potential contract for service for the Fire District to provide all aspects of fire protection and fire prevention services to the City of Pinole.

The information provided to the Board of Directors today is intended as an update on the fiscal analysis of the proposed contract, the elements of service to be provided to the City of Pinole, and the timeline of critical steps and important dates moving forward to meet the contract implementation schedule.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, Director
 Candace Andersen,
 Director
 Diane Burgess, 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: August 9, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

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

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

Recent legislative changes require multiple steps and specific information be provided to LAFCO as part of the application process. California Government Code Section 56134 outlines the specific requirements pertaining to fire protection contracts; and the City, Fire District, County Administrator, and County Counsel have been working on producing the necessary documents and reports. A status on each of the necessary documents and reports will be provided as part of this update to the Board.

CONSEQUENCE OF NEGATIVE ACTION:

The Board will not have the latest information necessary to prepare for subsequent meetings where approvals will be required to submit an application to LAFCO for the out-of-area service contract.

ATTACHMENTS

CCCFPD Presentation - Pinole Contract Update



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
FIRE • RESCUE • EMS

City of Pinole Contract for Services

Service • Leadership • Teamwork • Safety and Preparedness • Professionalism • Integrity

Drivers for Regionalization

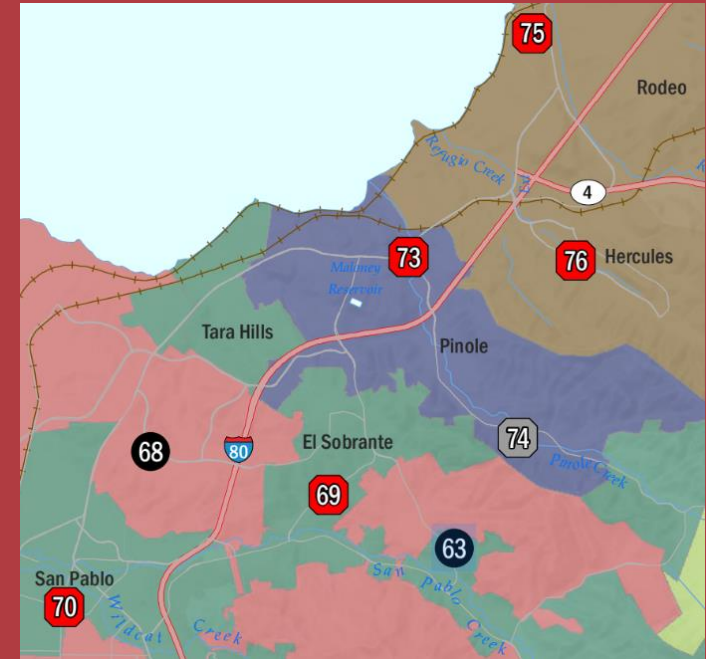
1. Fire Station 74 is reopened improving response times in Pinole, unincorporated and surrounding communities
2. Interoperability – Common training, policies, common operations
3. Economy of Scale – Leverages CON Fire support functions such as: recruitment, academy, training, fire prevention and administration, avoiding duplication, and redirecting funds to direct service delivery
4. Closer to our goal of having consolidated operations in Battalion 7

Background

1. Service Area Description

- City of Pinole Population is approximately 20,000
- City is 5.1 Square miles
- City is surrounded by historic Battalion 7 partners;
CON Fire and Rodeo Hercules Fire District

2. 2007 Michelle Drive Recommendations for service delivery improvements following fatal fire with loss of two CCCFPD Firefighters



Service Contracts

1. What is a fire service contract for service?
 - a. Alameda County Fire
 - b. Orange County Fire Authority
2. Why not annexation? Total property taxes collected within City of Pinole compared to Fire Department budget
3. Contracting outside boundaries requires LAFCO hearing / approval

Contract Terms

1. Fire Stations – City of Pinole retains ownership and maintenance responsibility
2. Fire Apparatus and Equipment
 - a. Apparatus and equipment are transferred to Con Fire
 - b. Replacement, repair, and maintenance costs included in contract
3. Personnel
 - a. All 15 Pinole FD personnel transferred to Con Fire
 - 1) Similar process to recent East Contra Costa Fire transfer
 - 2) Pinole Fire Chief will retire
 - b. Fully burdened costs of positions included in contract



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

Fiscal Analysis

1. Administration – Contract includes costs for typical fire district administration

2. Financials

- a. Approximately \$7.4 Million annual operating costs for two stations
- b. Board of Supervisors approved \$2 Million annual Measure X contribution in Nov 2021
- c. City of Pinole required contribution of approximately \$5.4 Million annually

3. Liability

- a. Formula for determining general and automobile liability follows County Risk Management cost methodology for Con Fire
- b. Costs are included with the administrative charges in the proposed contract



Project Status

Several elements required of Gov't Code Sec. 56134

2. Fiscal analysis draft completed July 26
3. Service Plan draft completed July 15
4. Contract for Service
 - a. Draft completed July 11
 - b. Meeting with City week of August 7
5. LAFCO Application in process – initial draft completed
6. Resolution of Application in process
7. Labor Agreements
 - a. Side letter discussion initiated July 12
 - b. Goal to have side letters completed by September 1



Next Steps and Timeline

1. August 9 – Report to Board of Directors and City Council
2. August 13 – Report to Pinole City Council
3. September 1 – Complete Labor Agreements, Execute Side Letters
4. September 1 – Complete Contract Negotiations with City
5. Mid September – Approval Actions by Board of Directors and City Council
6. Mid September – Submit LAFCO Application immediately following approval actions
7. October 2022 – LAFCO review and approval
8. Q1 2023 – Operational Effective date of contract to be determined



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

Questions?

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: August 9, 2022



Contra
Costa
County

Subject: Resolution to Accept Transfer of Property Taxes from the former East Contra Costa Fire Protection District

RECOMMENDATION(S):

1. OPEN public hearing on the adoption of Resolution No. 2022/10, to accept the transfer from Contra Costa County ("County") of that portion of the County's property tax base and increment that was previously transferred to the former East Contra Costa Fire Protection District (the "ECCFPD") from Tax Rate Areas 60043, 60047, 60050, and 60056 (the "Subject Territory").
2. RECEIVE and CONSIDER all written and oral objections or protests concerning the property tax transfer, and CLOSE the public hearing.
3. FIND that:
 - a. County revenues are available for this purpose.
 - b. The transfer will not result in any increase in the ratio between the amount of revenues of the County that are generated by regulatory licenses, use charges, user fees, or assessments and the amount of County revenues used to finance services provided by the County.
 - c. The transfer will not impair the County's ability to provide existing services.
 - d. The transfer will not result in a reduction of property tax revenues to school entities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** ☒ 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: August 9, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

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

By: June McHuen, Deputy

cc:

RECOMMENDATION(S): (CONT'D)

4. CONSIDER APPROVING and ADOPTING Resolution No. 2022/10 determining to accept the transfer from County of that portion of the County's property tax base and increment described in County Resolution No. 2016/332 from the Subject Territory.

5. DIRECT the County Fire Chief, or designee, to send Resolution No. 2022/10 to the County Auditor to notify the County Auditor of the approved transfer.

FISCAL IMPACT:

If approved, Resolution 2022/10 will accept the transfer from the County the revenue previously assigned to ECCFPD for fiscal year 2022/23 and will transfer the *ad valorem* property tax base and increment from the County to CCCFPD beginning with fiscal year 2023/24. The property tax base and increment are associated with six tax rate areas: 60043, 60047, 60048, 60050, 60055, and 60056, excepting two small parcels within these tax rate areas (APNs 011-190-044/-045). Although it is not possible to predict future property tax revenues with certainty, the property tax revenues for fiscal year 2021/22 for the six tax rate areas at issue totaled \$952,381.

BACKGROUND:

On August 10, 2016, the Contra Costa Local Agency Formation Commission (the "LAFCO") approved the detachment of the Subject Property, which comprises approximately 480 acres, from the Byron-Bethany Irrigation District (the "BBID") and approved the reallocation of the associated property tax base and increment to the County. On October 12, 2016, LAFCO's order of detachment became final.

On October 18, 2016, the Board of Supervisors approved the transfer of the portion of the County's property tax base and increment that had previously been allocated to BBID to ECCFPD. (County Resolution No. 2016/332.) The transfer was authorized under a law which permits a local agency to transfer a portion of its property tax revenues to another local agency. (Rev. & Tax. Code, § 99.02.) The Board determined the contribution would help to bolster ECCFPD, which due to "a lack of sufficient funding resulting from low property tax rates" had been forced to reduce its fire and medical services.

County Resolution No. 2016/506, which authorized the property tax transfer, states that if ECCFPD is dissolved by order of LAFCO, the property tax transfer will automatically terminate and, the Board of Supervisor's intent is to reallocate the property tax revenues for fire and emergency medical services for the residents of Discovery Bay. An associated agreement between the County and ECCFPD, concerning the annual transfer of the property tax base and increment to ECCFPD, similarly provides that any transfers cease at the end of any fiscal year in which LAFCO approves the dissolution of ECCFPD.

On March 9, 2022, LAFCO approved the dissolution of ECCFPD, effective at the end of June 30, 2022. On July 1, 2022, the District assumed most of the duties and obligations of ECCFPD as its successor agency. Under the statutes governing the allocation and apportionment of property tax revenues, the property tax revenues that were being transferred to ECCFPD revert to the County. As ECCFPD was dissolved at the end of the day on June 30, 2022, the transfer of the property tax revenues from the Subject Territory terminated on July 1, 2022.

By adopting the attached Resolution No. 2022/10, the Board of Directors will determine to accept the transfer of that portion of the County's property tax base and increment that was previously transferred to ECCFPD from the Subject Territory. This resolution would permanently transfer, beginning with fiscal year 2023/24, the base tax and increment allocation factor described in County Resolution No. 2016/332. The County has already approved the transfer of such revenues on August 2, 2022. (See County Resolution 2022/267.)

The transferred property tax revenues will be used to help the District provide fire and emergency medical services to those in its service area, which now includes the Discovery Bay Community Services District. As the successor agency to ECCFPD, the District has newly assumed responsibilities to serve an additional 143,000 residents spread over 249 square miles. The recommended transfer of the property tax base and increment from the Subject Territory will provide crucial funding that will help the District to provide fire and emergency medical services throughout its service area, including the area encompassing the Discovery Bay Community Services District.

CONSEQUENCE OF NEGATIVE ACTION:

If the resolution is not adopted and approved, the District will not receive this additional funding for providing fire and emergency medical services, including in the areas recently annexed to CCCFPD.

CLERK'S ADDENDUM

Speaker: No Name Given, Danville.

AGENDA ATTACHMENTS

Resolution 2022/10

PowerPoint

MINUTES ATTACHMENTS

Signed Resolution No. 2022/10

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 08/09/2022 by the following vote:

AYE: ☒ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2022/10

Accepting the transfer of property tax revenues from the County of Contra Costa.

WHEREAS, Section 99.02 of the Revenue and Taxation Code provides that any local agency may, by the adoption of a resolution of its governing body or governing board, determine to transfer any portion of its property tax revenues that is allocatable to one or more tax rate areas within the local agency to one or more other local agencies have the same tax rate area or tax rate areas; and WHEREAS, on August 2, 2022, the Contra Costa County (the "County") Board of Supervisors adopted County Resolution No. 2022/267, approving the transfer to District of that portion of the County's ad valorem property tax base and increment that was previously transferred to the former East Contra Costa Fire Protection District (the "ECCFPD") from Tax Rate Areas 60043, 60047, 60048, 60050, 60055, and 60056 (the "Subject Territory"); and

WHEREAS, the County and District have held noticed public hearings to consider the effect of the proposed transfer on fees, charges, assessments, taxes or other revenues.

1. A lack of sufficient funding resulting from low property tax rates in the area recently annexed to the District following the dissolution of ECCFPD required ECCFPD to reduce fire and medical response services despite increasing call volumes and required emergency financial contributions from the County and the cities of Oakley and Brentwood; and
2. County Revenues previously transferred to ECCFPD are available for transfer to the District, beginning with fiscal year 2022/23; and
3. The transfer will not result in any increase in the ration between the amount of revenues of the County that are generated by regulatory licenses, use charges, user fees, or assessments and the amount of County revenues used to finance services provided by the County; and
4. The transfer will not impair the County's ability to provide existing services; and
5. The transfer will not result in a reduction of property tax to school entities; and
6. HEREBY DETERMINES to accept the transfer of that portion of the County's ad valorem property tax base and increment that was previously allocated to the ECCFPD from tax rate areas 60043, 60047, 60048, 60050, and 60056.

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

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: August 9, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc:

THE BOARD OF DIRECTORS OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Adopted this Resolution on 08/09/2022 by the following vote:

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

AYE:

☐ 5

NO:

☒

ABSENT:

☒

ABSTAIN:

☒

RECUSE:

☒



Resolution No. 2022/10

Accepting the transfer of property tax revenues from the County of Contra Costa.

WHEREAS, Section 99.02 of the Revenue and Taxation Code provides that any local agency may, by the adoption of a resolution of its governing body or governing board, determine to transfer any portion of its property tax revenues that is allocatable to one or more tax rate areas within the local agency to one or more other local agencies have the same tax rate area or tax rate areas; and WHEREAS, on August 2, 2022, the Contra Costa County (the "County") Board of Supervisors adopted County Resolution No. 2022/267, approving the transfer to District of that portion of the County's ad valorem property tax base and increment that was previously transferred to the former East Contra Costa Fire Protection District (the "ECCFPD") from Tax Rate Areas 60043, 60047, 60048, 60050, 60055, and 60056 (the "Subject Territory"); and

WHEREAS, the County and District have held noticed public hearings to consider the effect of the proposed transfer on fees, charges, assessments, taxes or other revenues.

1. A lack of sufficient funding resulting from low property tax rates in the area recently annexed to the District following the dissolution of ECCFPD required ECCFPD to reduce fire and medical response services despite increasing call volumes and required emergency financial contributions from the County and the cities of Oakley and Brentwood; and
2. County Revenues previously transferred to ECCFPD are available for transfer to the District, beginning with fiscal year 2022/23; and
3. The transfer will not result in any increase in the ration between the amount of revenues of the County that are generated by regulatory licenses, use charges, user fees, or assessments and the amount of County revenues used to finance services provided by the County; and
4. The transfer will not impair the County's ability to provide existing services; and
5. The transfer will not result in a reduction of property tax to school entities; and
6. HEREBY DETERMINES to accept the transfer of that portion of the County's ad valorem property tax base and increment that was previously allocated to the ECCFPD from tax rate areas 60043, 60047, 60048, 60050, and 60056.

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

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: August 9, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

cc:



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

Resolution No. 2022/10: Property Tax Transfer to Contra Costa County Fire Protection District

Lewis Broschard
Fire Chief

8/9/22

Recommendation

CONSIDER APPROVING and ADOPTING Resolution Number 2022/10, transferring a portion of the County's property tax base and increment – previously transferred to East Contra Costa Fire Protection District (ECCFPD) – to the Contra Costa County Fire Protection District (CCCFPD).

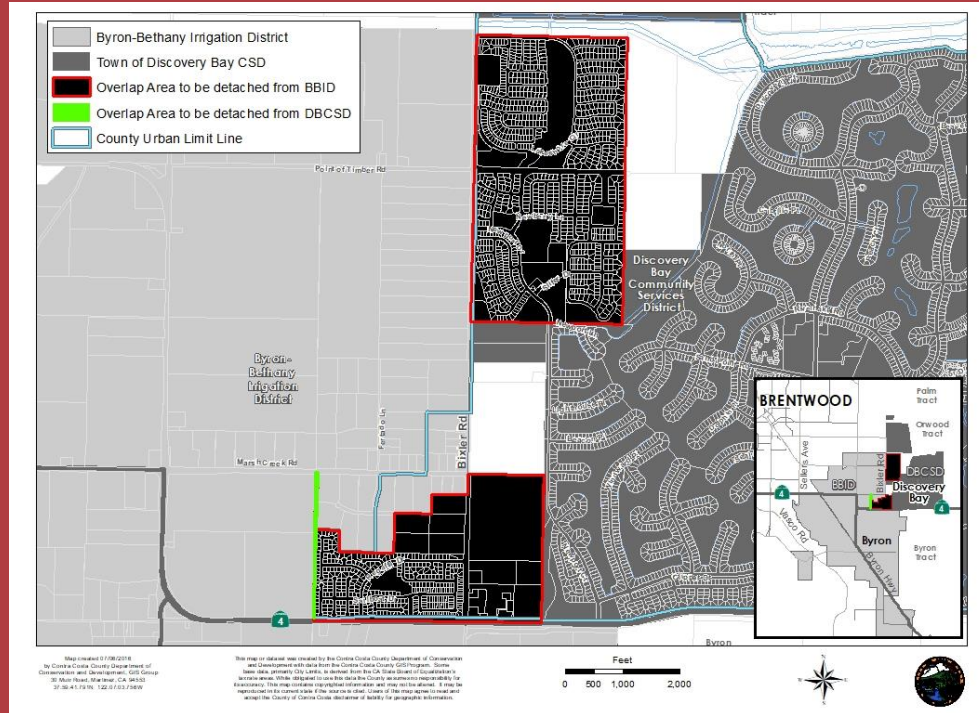
Background

1. In 2016, the Board of Supervisors approved the ongoing transfer of property taxes for six tax rate areas to the East Contra Costa Fire Protection District to fund fire and medical response services
2. Resolution No. 2016/506 automatically terminates the property tax transfer if ECCFPD is dissolved by the Local Agency Formation Commission (LAFCO)
3. LAFCO recently approved the dissolution of ECCFPD as of June 30, 2022
4. On July 1, 2022, CCCFPD became the successor agency and assumed duties and obligations of ECCFPD, serving 143,000 residents over 249 square miles
5. The proposed resolution would transfer annual property taxes to CCCFPD, totaling ~\$952k in FY21-22

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

FIRE • RESCUE • EMS

Affected Property Tax Rate Areas



Tax Revenue Transfers

1. Section 99.02 of the Revenue and Taxation Code allows local agencies to adopt a resolution to transfer any portion of its property tax revenues to other local agencies within the same tax rate areas
2. Findings for the proposed transfer
 - a. No net fiscal impact to the County. County revenues previously transferred to ECCFPD are available to transfer to CCCFPD.
 - b. Other taxes and fees will not be affected by this transfer
 - c. The transfer will not impair the County's ability to provide existing services
 - d. The transfer will not result in a reduction of property tax to school entities



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: August 9, 2022

Subject: Update on Fire Station Construction Projects - August 9, 2022

RECOMMENDATION(S):

ACCEPT a report from the Deputy Fire Chief providing a status summary for Contra Costa County Fire Protection District fire station construction projects.

FISCAL IMPACT:

Status report only. No fiscal impact.

BACKGROUND:

At the request of the Contra Costa County Fire Board of Directors, the Deputy Fire Chief is providing a report on the status and progress of District fire station construction projects.

CONSEQUENCE OF NEGATIVE ACTION:

The Board would not receive a status summary for Contra Costa County Fire Protection District fire station construction projects

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** ☒ 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: August 9, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Aaron McAlister, Deputy Fire Chief (925)
941-3300 x1101

By: June McHuen, Deputy

cc:

CLERK'S ADDENDUM

Speaker: No Name Given, Danville.

ATTACHMENTS

Construction Projects - August Update



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

August 9, 2022

TO: Board of Directors

FROM: Aaron J. McAlister, Deputy Fire Chief

RE: Update on Fire Station Construction Projects

- **Fire Station 86 – Bay Point**

The project is essentially complete. The crews move into the building on August 10. There were many people involved in making this a successful project. The community of Bay Point and surrounding communities will benefit greatly from the enhanced capabilities at this location. A ceremony will occur in the coming weeks. This will be the last report on Fire Station 86.



- **Fire Station 9 – Pacheco**

Public Works Environmental is coordinating an environmental consultant to update reports required by the FAA and CEQA. These reports were due to us in late July 2022. Several of these reports are delayed, and we anticipate receiving them in August.

- **Fire Station 54 – Downtown Brentwood**

An architect is developing the demolition plans. A contractor has been identified to perform the demolition. The hazardous materials abatement is in progress. We anticipate beginning demolition in August 2022.

We are in the final selection phase for architects who will design this station.

Fire District staff has met with Veteran organizations in the neighboring Veterans Hall. There is a possibility of a lot line adjustment, involving County property on both sides, that will help increase the success of the project.

- **Contra Costa Regional Fire Communications Center (CCRFCC) – Pleasant Hill**

Conceptual design drawings are nearly complete. The architect is developing a final package that can be used for planning level submissions to the City of Pleasant Hill. During this phase, estimates for construction costs will also be obtained. If the project gets internal approval and planning approval, we will move to construction drawings in anticipation of putting the project out to bid.

- **Fire Station 51 – Brentwood**

Surveying of the site has begun. This facility will be located at Empire and Grant in Brentwood. In addition to a fire station, a branch office for the Fire Prevention Division will be located on this site. This project is being designed by Shaw-Kawasaki who has a strong background in fire station construction. This project is being completed using the design build delivery method.



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: August 9, 2022

Subject: Fire Chief's Report - August 9, 2022

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.

CONSEQUENCE OF NEGATIVE ACTION:

The Board would not receive the most up to date information regarding ongoing Fire District activities and initiatives.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** ☒ 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: August 9, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

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

By: June McHuen, Deputy

cc:

CLERK'S ADDENDUM

Speaker: No Name Given, Danville.

ATTACHMENTS

Fire Chief's August Report



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

August 9, 2022

TO: Board of Directors

FROM: Lewis T. Broschard III, Fire Chief

RE: Fire Chief's Report

- Marsh Fire Flooding Ends Smoke Hazard. On July 25, we announced completion of our week-long flooding operation that resulted in extinguishment of the Marsh peat fire burning for several weeks in the waterfront areas of Bay Point and Pittsburg. Some 200 million gallons of adjacent Sacramento River water were, with assistance from the Contra Costa Water District and the property owner, used to flood the 200-plus acre marsh area. PG&E also provided resources to support the operation in the form of infrastructure protection teams and a large water-dropping helicopter.



The original fire began May 28 in a homeless encampment in Bay Point, burning approximately 200 acres in a largely inaccessible area with no structures or inhabitants, creating a lingering and stubborn fire burning in underground peat deposits.

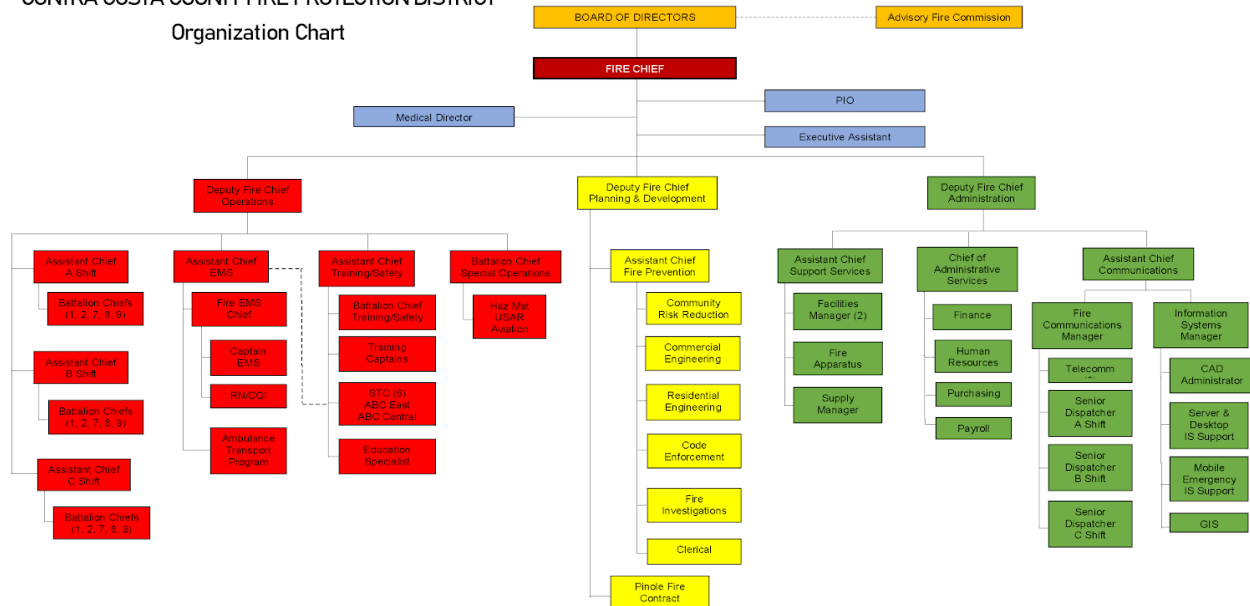
On Saturday, July 9, driven by wind, the peat fire flared up extending into adjacent grassy areas of Pittsburg, threatening overhead high-voltage PG&E transmission lines and nearby decommissioned industrial sites. In spite of high winds at the scene, an overwhelming response from Con Fire, aided by Cal Fire, resulted in the fire being contained before it could extend into neighboring homes. The fire consumed an additional 74 acres, bringing the total area burned by the fires to approximately 500 acres.



Peat fires are notoriously stubborn, can be virtually impossible to extinguish, and are often left, for lack of alternatives, to burn themselves out. As a result of the flare up, the remaining peat fire produced significant smoke presenting potential health hazards to downwind residents. Recognizing the health threat precluded a longer-term solution, Con Fire took immediate and aggressive action working with city, county and federal agencies and regulators to implement a more immediate extinguishment plan resulting in extinguishment and an end to the smoke hazard.

- Leadership Changes Update. Effective August 1, we implemented a number of leadership changes designed to ensure effective management of our annexation-expanded District. These included creation of two new deputy chief positions, bringing the total to three; three new district chief positions; and three new shift safety captain positions. By the end of last month, candidates for each of these positions were named. They include:
 - Deputy Chiefs Chuck Stark (Operations Section) and Brian Helmick (Planning and Development Section). Deputy Chief Aaron McAlister will serve as the leader of the Administrative Section
 - Assistant Chiefs Tracie Dutter (Support Services Division), and Dave Watson (Training and Safety Division)
 - District Chiefs Lon Goetsch, Vito Impastato, and Mike Quesada
 - Battalion Chief (Special Operations Division) Whit MacDonald
 - Shift Training Captains Ben Sanders, Damian Sanderson, and Tom Zurflueh

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Organization Chart



- Pinole Fire Contract for Service Initiative. We continue to work with the City of Pinole executive staff, County Counsel, and County Administrator's Office. District and City Staff and County Counsel are preparing initial drafts of the service plan and contract for service and continue to meet on a regular basis.

- EMS Update. Twenty-five years ago this month, on August 1, 1997, Con Fire began providing paramedic service to residents. On that day, Squad 15 was placed in service at Fire Station 15 in Lafayette with then-Captain Dave George as our first fire captain paramedic on duty. Since that historic occasion, vast improvements have taken place to Con Fire's EMS offerings including institution of District-wide Advanced Life Support (ALS) EMS with a paramedic on every apparatus, including phased introduction of ALS services to East County beginning with the June 1 opening of Fire Station 95 in Oakley; adoption of the Alliance model for most County EMS ambulance transports; and creation of the Con-Air helicopter transport public/private partnership with REACH.



The Contra Costa County EMS Agency announced last month the County EMS System had achieved the American Heart Association 2022 Mission: Lifeline EMS Recognition Gold Plus Achievement Award. Mission: Lifeline is the AHA's national initiative to advance the system of care for patients with acute, high-risk time sensitive life and/or quality of life threatening disease states.

The award was achieved through the efforts of Contra Costa County paramedics and EMTs who consistently recognize the possibility that a STEMI may be occurring and quickly provide advanced notification to STEMI Receiving Centers; followed by swift response, coordination, and skilled care of designated STEMI Receiving Centers that provide those patients the necessary treatment for survival within optimal timelines. The role of EMS in the system-of- care for these patients is crucial and often sets the course for the patient's outcome.

The award demonstrates the value of service provided to County residents by all EMS providers, including Con Fire Alliance personnel – both AMR and Fire. The CC EMSA expressed its sincere appreciation to all field and hospital care providers and recognized the hard work the achievement took to attain.

- Communications Update. Fire Communications Center dispatchers did a tremendous job handling the Independence Day holiday weekend surge of 911 calls, not only handling the calls themselves but also dispatching crews on nearly 350 fire and emergency medical calls on the 4th of July alone. During the four-day holiday period, 1,129 calls were made to 911.

All Division staff continue to work on validation and final adjustments of information technology, CAD and resource adjustments related to the recent consolidation.

As a result of two separate unsuccessful recruitment efforts for our long-open Fire Communications Manager position, District human resources staff is working with County HR on a salary survey and other strategies to fill this critical position.

Work continues with County staff and the architect on the pending remodel of the Fire Communications Center. The architect is working on completion of final conceptual design drawings so they can accurately estimate total project costs.

Our application for emergency medical dispatch (EMD) accreditation through the National Academy of Emergency Medical Dispatchers remains under review. We anticipate approval of our application in early August. Once accredited, we anticipate being able to work with the County EMSA to implement new response protocols for incidents providing further efficiencies and sustainability to our overall EMS and emergency ambulance programs.

- Training Update. Preparations were completed last month to expand the 24-hour Shift Training Captain Program (STC) effective August 1st, 2022 to better serve our new, post-annexation geographic service area. "Safety 2," consisting of three additional STCs, is now deployed from Fire Station 81 in Antioch and will improve response times and Training Division services and support in Battalions 8 and 9.

An Engineers Academy was conducted in late July to prepare Battalion 9 firefighters to be able to act-up in the Engineers rank to meet minimum staffing demands.

The first of three outreach events for Firefighter Academy 58 has been completed. Recruit firefighters were fitted for uniforms/personal protective equipment and provided with physical fitness orientations last month. Academy 58 begins October 3, 2022.

As part of leadership changes mentioned above, the Training Division is proud to welcome newly-promoted Assistant Chief Dave Watson; 40-hour Training Captain Raphael Ochoa; and Shift Training Captains Ben Sanders, Damian Sanderson, and Tom Zurflueh to the Training family.

- Fire Prevention Update. The Bureau received the CAL FIRE Fire Prevention Grant contract for the Lafayette/Walnut Creek Shaded Fuel Break in late July. RFP's and environmental studies are expected to start in the next 60 days.



The Bureau continued to work with our Firewise communities to coordinate "chipping" days supported by Crew 12 to assist residents with disposal of debris from their weed abatement and defensible space creation efforts. In addition, we are working with the City of Martinez on another Crew 12 project to create a shaded fuel break in the historic olive grove near Rankin Park. Work on the project began last month and is expected to be completed in August.

We completed recruitment for our Inspector I and II vacancies with interviews scheduled for mid-August. Another recruitment process will begin in August to fill the fire prevention captain vacancy created by Tracie Dutter's promotion to Assistant Chief of Support Services.



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: August 9, 2022

Subject: FY 2022/23 Agreement with CAL FIRE for Fire and Emergency Services for the Marsh Creek - Morgan Territory Area (Amador Contract)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute an agreement with the California Department of Forestry and Fire Protection (CAL FIRE) in an amount not to exceed \$616,651 for fire and emergency services for the Marsh Creek - Morgan Territory area (Amador Contract) from July 1, 2022 through June 30, 2023.

DETERMINE that the fire protection of the Marsh Creek - Morgan Territory area is in the public interest and will support and enhance Contra Costa County Fire Protection District's mission.

FISCAL IMPACT:

100% CCCFPD General Operating Fund, FY 22-23 costs are capped to \$616,651.

BACKGROUND:

In November 2002, as part of the East County fire districts' consolidation, East Contra Cost Fire Protection (ECCFPD) began contracting with CAL FIRE to provide emergency services to the Marsh Creek - Morgan Territory area of the ECCFPD (the Amador Contract). Prior to execution of the first Cal Fire Amador contract, the East Diablo Fire Protection District staffed a station within the area. The contract funds coverage to this area during the non-fire season which is normally between November 14 and May 15 of each year. During fire season, the State of California assumes the cost for the staffing of this station (also know as the Sunshine Station) due to the State's responsibility for providing fire protection services to the areas surrounding State watershed properties (including Mt. Diablo State Park). The contract allows CAL FIRE to invoice the District for actual operating costs of the Sunshine Station which includes State employees, equipment, and station expenditures, during the non-fire season months.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/09/2022** ☒ 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: August 9, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

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

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

As of July 1, 2022, with the official annexation of ECCFPD, Contra Costa County Fire Protection District became responsible for this geographic area and the corresponding Cal Fire Contract.

Under the proposed contract, total invoice amounts for FY 2022-23 would be capped at \$616,651. This represents an increase of approximately 19.5% over the maximum invoice amount for the FY 2021-22 contract due primarily to negotiations by CAL FIRE and its labor unions.

CONSEQUENCE OF NEGATIVE ACTION:

If execution of this contract is not authorized and approved, the Fire District will not have adequate resources or personnel to protect the Marsh Creek - Morgan Territory area during the non-fire season time period.

ATTACHMENTS

Contract CAL Fire Sunshine Amador

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 3/2022

AGREEMENT NUMBER **1CA05866**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Contra Costa County Fire Protection District

2. The term of this Agreement is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: \$ 616,651.00
Six hundred sixteen thousand, six hundred fifty one dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	7	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

Contra Costa County Fire Protection District

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chief Lewis Broschard

ADDRESS

4005 Port Chicago Highway, Suit 250 Concord, CA. 94520-1180

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Bret Gouvea, Assistant Deputy Director, Cooperative Fire Protection, Safety, Training, and EMS

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General
Services Use Only**

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	SCU	Local Agency:	Contra Costa County Fire Protection District
Name:	George Huang	Name:	Lewis Broschard
Phone:	408-779-2121	Phone:	925-941-3300
Fax:	408-779-1679	Fax:	925-941-3309

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	George Huang	Local Agency:	Contra Costa County Fire Protection District
Section/Unit:	Administrative	Section/Unit:	
Attention:	Bryan Giambrone	Attention:	Lewis Broschard
Address:	15670 Monterey St. Morgan Hill, CA. 95037	Address:	4005 Port Chicago Highway, Concord, CA. 94520-1180
Phone:	408-779-2121	Phone:	925-941-3300
Fax:	408-7791679	Fax:	925-941-3309

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

- ☐ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.
- ☐ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.
- ☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.
- ☐ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION**:
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Unit: SCU

Contract Name: Contra Costa County Fire Protection District

Agreement Total	\$616,651
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Contract No.: 1CA05886

Page No.: 17

Fiscal Year 22/23	
PS 1 Total	\$555,491
OE 1 Total	\$61,160

TOTAL	\$616,651
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Fiscal Year: 2022 Index: 1600 PCA: 17680 PRC: 4144 Comments						Unit: SCU		<div>Sub Total\$495,930 Admin\$59,561 Total\$555,491</div>		Contract Name: Contra Costa County Fire Protection District Contract No.: 1CA05886 Page No.: 18					
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2022 between <u>Contra Costa County FPD</u> and The California Department of Forestry and Fire Protection (CAL FIRE)						Overtime Total:		\$50,000							
						CAL FIRE Unit Chief		George Huang							
						CAL FIRE Region Chief		George Morris III							
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost	
3	LT Fire Apparatus Engineer	POF		6	\$5,362	\$96,516	\$3,128	6	\$56,304	\$91,140	\$0	\$34,520	\$278,480	\$303,480	
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime					\$25,000			\$0	\$0		\$0	\$25,000		
2	LT Fire Fighter II	POF		6	\$4,834	\$58,008	\$2,824	6	\$33,888	\$54,777	\$0	\$20,777	\$167,450	\$192,450	
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime					\$25,000			\$0	\$0		\$0	\$25,000		
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	
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	Overtime					\$0			\$0	\$0		\$0	\$0		
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	Overtime					\$0			\$0	\$0		\$0	\$0		
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	
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					\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime					\$0			\$0	\$0		\$0	\$0		
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
					\$0	\$0			\$0	\$0		\$0	\$0		
	Overtime					\$0			\$0	\$0		\$0	\$0		

EXHIBIT D, SCHEDULE B**State Funded Resources**NAME OF LOCAL AGENCY: **Contra Costa County Fire Protection District**

This is Schedule B of Cooperative Agreement originally dated July 1, 2022, by and between the CAL FIRE of the State of California and the East Contra Costa Fire Protection District.

FISCAL YEAR: 2022/2023 to 2022/2023**ADMINISTRATION – REGULAR**

- 1 – Unit Chief
- 1 – Deputy Chief, Operations
- 1 – Division Chief, Santa Clara State Operations
- 1 – Division Chief, Administrative Officer
- 1 – Division Chief, Cooperative Fire Protection
- 1 – Forester II VMP/ Pre-Fire Management
- 7 – Battalion Chiefs
- 1 – Battalion Chief, Training & Safety
- 1 – Battalion Chief, Fire Prevention
- 2 – Fire Captains, Fire Prevention
- 1 – Fleet Equipment Manager
- 1 – Heavy Equipment Mechanic
- 1 – Battalion Chief, Emergency Command Center
- 4 – Fire Captain, Emergency Command Center
- 1 – Personnel Services Specialist
- 1 – Office Assistant
- 1 – Finance Clerk

STATIONS Equipment

Alma	1 Engine
Almaden	1 Engine
Stevens Ck	1 Engine
Morgan Hill	2 Eng. 1 Bulldozer
Coyote	1 Engine
Smith Creek	1 Engine

(LG1 REV. 07/2017)

STATIONS Equipment

Sweetwater	1 Engine
Pacheco	1 Engine
Del Puerto	2 Eng. 1 Bulldozer
Castle Rock	1 Engine
Sunol	2 Eng. 1 Bulldozer
Sunshine	2 Engines

HELITACK Equipment

Alma	1 Helicopter
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EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2022, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:Contra Costa County Fire Protection District

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2022/23 to 2022/23

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____
Signature _____ Printed Name _____
Fire Chief _____
Title _____ Date _____

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: _____
Signature _____ Printed Name _____
Fire Chief _____
Title _____ Date _____

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____
Signature _____ Printed Name _____
Fire Chief _____
Title _____ Date _____