CORONAVIRUS ADVISORY INFORMATION:

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CITY COUNCIL

Vincent Salimi, Mayor
Devin Murphy, Mayor Pro Tem
Anthony Tave, Council Member
Maureen Toms, Council Member
Norma Martínez-Rubin, Council Member

PINOLE CITY COUNCIL
SPECIAL MEETING AGENDA

MONDAY
October 10, 2022
6:00 P.M
Please note: HYBRID MEETING FORMAT
Attend in person : PINOLE CITY COUNCIL CHAMBERS - 2131 PEAR STREET
OR
Attend VIA ZOOM TELECONFERENCE – Details provided below

Please note: Updated COVID-19 safety protocols will be posted outside the City Council Chambers. Please review this information before entering the Council Chambers.

How to Submit Public Comments:

In Person: Attend meeting at the Pinole City Council Chambers, fill out a yellow public comment card and submit it to the City Clerk.

Via Zoom:

Members of the public may submit a live remote public comment via Zoom video conferencing. Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking here. Zoom also allows you to join the meeting by phone.

From a PC, Mac, iPad, iPhone or Android:

https://us02web.zoom.us/j/89335000272

Webinar ID: 893 3500 0272

By phone: +1 (669) 900-6833 or +1 (253) 215-8782 or +1 (346) 248-7799

- Speakers will be asked to provide their name and city of residence, although providing this is not required for participation.
- Each speaker will be afforded up to 3 minutes to speak (subject to modification by the Mayor)
- Speakers will be muted until their opportunity to provide public comment.

When the Mayor opens the comment period for the item you wish to speak on, please use the "raise hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide and press *6 to unmute. To comment with your video enabled, please let the City Clerk know you would like to turn your camera on once you are called to speak.

Written Comments: All comments received **before 3:00 pm the day of the meeting** will be posted on the City's website on the agenda page (Agenda Page Link) and provided to the City Council prior to the meeting. Written comments will not be read aloud during the meeting. **Email comments to comment@ci.pinole.ca.us** Please indicate which item on the agenda you are commenting on in the subject line of your email.

Please note: Updated COVID-19 safety protocols will be posted outside the City Council Chambers. Please review this information before entering the Council Chambers.

OTHER WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinole.ca.us.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, www.ci.pinole.ca.us. and remain archived on the site for five (5) years.

If none of these options are available to you, or you need assistance with public comment, please contact the City Clerk, Heather Bell at (510) 724-8928 or hbell@ci.pinole.ca.us .

Americans With Disabilities Act: In compliance with the Americans With Disabilities Act of 1990, if you need special assistance to participate in a City Meeting or you need a copy of the agenda, or the agenda packet in an appropriate alternative format, please contact the City Clerk's Office at (510) 724-8928. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection on the City Website at www.ci.pinole.ca.us. You may also contact the City Clerk via e-mail at hbell@ci.pinole.ca.us .

Ralph M. Brown Act. Gov. Code § 54950. *In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies, which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments thev have created.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

2. LAND ACKNOWLEDGMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present, and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

4. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. *The time limit is 3 minutes for City Council items and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.*

5. CONSENT CALENDAR

A. Award A Construction Contract for Safety Improvements at Appian Way and Marlesta Road (CIP Project #RO1714) **[Action: Adopt Resolution Per Staff Recommendation (Kaur)]**

B. Adopt A Resolution Entitled "A Resolution of the City Council of the City of Pinole Authorizing Submittal of Applications for All Calrecycle Grants For Which the City of Pinole Is Eligible" **[Action: Adopt Resolution per Staff Recommendation (Kaur)]**

6. BUSINESS ITEM

A. Contract For Fire Protection Services With Contra Costa County Fire Protection District, Including The Reopening of Pinole Fire Station 74 **[Action: Adopt Resolution Per Staff Recommendation (Wynkoop)]**

7. ADJOURNMENT to the Regular City Council Meeting of October 18, 2022 in Remembrance of Amber Swartz.

I hereby certify under the laws of the State of California that the foregoing Agenda was posted on the bulletin board at the main entrance of Pinole City Hall, 2131 Pear Street Pinole, CA, on the City's website, not less than 72 hours prior to the meeting date set forth on this agenda.

POSTED: October 6, 2022 at 12:00 P.M.

Heather Bell, CMC
City Clerk

Return to Agenda

CITY COUNCIL REPORT

5A

DATE: OCTOBER 10, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, CAPITAL IMPROVEMENT AND ENVIRONMENTAL PROGRAM MANAGER

SUBJECT: AWARD A CONSTRUCTION CONTRACT FOR SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD (CIP PROJECT # RO1714)

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (Attachment A) to:

1. Award a construction contract (Attachment B) to the lowest responsive and responsible bidder, Gruendl Inc. DBA Ray's Electric for the installation of a traffic signal at the Appian Way and Marlesta Road intersection (CIP Project # RO1714, the "Project");

2. Authorize the City Manager to execute a construction contract (Attachment B) with Gruendl Inc. DBA Ray's Electric in an amount not to exceed $715,891 (including a 10% contingency) for the Project;

3. Authorize the Finance Director to amend the adopted Project budget to allocate $87,163 from Measure S-2014 unencumbered fund balance; and

4. Authorize the City Manager or his designee to issue any necessary change orders to complete additional work within contract authority for the Project.

BACKGROUND

The Project is an approved project in the City of Pinole's current adopted Capital Improvement Plan (CIP) and involves installation of a traffic signal at the Appian Way and Marlesta Road intersection. The Project includes installation of new high-visibility crosswalk striping on all legs of the intersection, green bicycle lane treatment on Appian Way within Project limits, and a slurry seal of the intersection.

On August 26, 2022, City staff released the Project bid on www.publicpurchase.com and also posted contract documents on www.ci.pinole.ca.us/bids. In accord with the Public

Contract Code, the Notice Inviting Sealed Bids was published in the West County Times on August 29, 2022, and September 12, 2022, which specified the time and place for opening of sealed bids and described the nature of the Project. Sealed bids were opened on September 21, 2022.

REVIEW & ANALYSIS

On September 21, 2022, six (6) bids were received and publicly read at 2:00 PM at City Hall. Per project bid documents, the City will award the project to the lowest responsive and responsible bidder based on the total bid amount. The following table summarizes the bids received:

Name of Bidder	Amount Bid
Gruendl Inc. DBA Ray's Electric	$650,810
Mike Brown Electric Co.	$655,915
St. Francis Electric, LLC	$676,000
Columbia Electric Inc.	$691,721
W. Bradley Electric, Inc.	$754,780
Tennyson Electric, Inc.	$851,190

The engineer's estimate for the Project construction is $500,000.00 and the lowest bidder Gruendl Inc. DBA Ray's Electric's bid is $650,810.00, which is $150,810.00 more than the engineer's estimate.

Staff evaluated Gruendl Inc. DBA Ray's Electric's bid package, insurance, and bonding and determined Gruendl Inc. DBA Ray's Electric's bid to be responsive. Staff contacted various construction references listed in the bid submittal and the references indicated that Gruendl Inc. DBA Ray's Electric's bid has satisfactorily completed their contracts of similar size and scope. No bid protests were received. Staff believes that Gruendl Inc. DBA Ray's Electric has the experience and professional competency that will result in a satisfactory product for the City.

Gruendl Inc. DBA Ray's Electric's bid proposal documentation is complete, and staff has determined them to be the lowest responsive and responsible bidder. Staff recommends the City Council accept the bid and award the construction contract to Gruendl Inc. DBA Ray's Electric's for the Project. Furthermore, staff recommends that City Council authorize the City Manager to execute a contract with Gruendl Inc. DBA Ray's Electric's in an amount not to exceed $715,891 (including a 10% contingency) for the Project. The contingency will allow staff to address any issues that may arise during the work as approved by the City Manager or his designee. In addition, staff recommends that City Council authorize the City Manager or his designee to issue any necessary change orders to complete additional work within contract authority for the Project.

FISCAL IMPACT

The current adopted capital construction budget is $628,728 for the Project. This funding is comprised of $350,000 in grant funds from the One Bay Area Grant Program (OBAG 2), $129,400 in Transportation Development Act (TDA) grant funds, and $149,328 from Measure S-2014.

The Project's construction budget does not have adequate funds to award the contract to the lowest responsive and responsible bidder. Staff requests an additional allocation of $87,163 from Measure S-2014 to amend the Project's construction budget and award the construction contract to Gruendl Inc. DBA Ray's Electric.

ATTACHMENT(S)

A. Resolution
B. Construction Contract

ATTACHMENT A

RESOLUTION NO. 2022 – XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD (CIP PROJECT # RO1714)

WHEREAS, the City of Pinole ("City") has adopted the FY 2022/23 through FY 2026/27 Capital Improvement Plan (CIP) which includes the Safety Improvements at Appian Way and Marlesta Road (CIP Project # RO1714, the "Project") as a funded project; and

WHEREAS, the Project involves installation of a traffic signal at the Appian Way and Marlesta Road intersection, new high visibility crosswalk striping on all legs of the intersection, green bicycle lane treatment on Appian Way within Project limits, and a slurry seal of the intersection; and

WHEREAS, on August 26, 2022, City staff released the bid on www.publicpurchase.com and also posted contract documents on www.ci.pinole.ca.us/bids; and

WHEREAS, the Notice Inviting Sealed Bids was published in the West County Times on August 29, 2022, and September 12, 2022, which specified the time and place for opening of sealed bids and described the nature of the Project; and

WHEREAS, on September 21, 2022, at 2:00 p.m., the Public Works staff publicly opened and examined the sealed bids for the Project; and

WHEREAS, staff has determined that Gruendl Inc. DBA Ray's Electric is the lowest responsive and responsible bidder; and

WHEREAS, the current adopted capital construction budget for the Project does not have adequate funds to award the construction contract.

NOW THERFORE BE IT RESOLVED that the City Council of the City of Pinole as follows:

1. Gruendl Inc. DBA Ray's Electric's bid of $ $650,810.00 is found to be lowest responsive and responsible bid and is accepted by the City Council at the unit prices set forth in the bid for the Safety Improvements at Appian Way and Marlesta Road project (CIP Project # RO1801, the "Project"). This bid is on file with the Public Works Department and incorporated herein by this reference as though set forth in full.

2. A construction budget of $650,810.00 and project contingency funds in the amount of $65,081 (10% of bid) are authorized by the City Council at the unit prices set forth in Gruendl Inc. DBA Ray's Electric's bid.

3. The City Manager is authorized to execute a construction contract with

Gruendl Inc. DBA Ray's Electric's bid in an amount not to exceed $715,891 for the Project in a form to be approved by the City Attorney.

4. The Finance Director is authorized to amend the adopted Project budget to allocate $87,163 from Measure S-2014 unencumbered fund balance.

5. The City Manager or his designee is authorized to issue any necessary change orders to complete additional work within contract authority for the Project.

PASSED AND ADOPTED at a special meeting of the Pinole City Council held on the 10th day of October 2022 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 10th day of October 2022.

_____
Heather Bell, CMC
City Clerk

ATTACHMENT B

CITY OF PINOLE
CONTRACT FOR SAFETY IMPROVEMENTS AT APPIAN WAY AND MARLESTA ROAD

THIS AGREEMENT is made and entered this 11th day of October 2022, by and between the City of Pinole, hereinafter referred to as "City" and Gruendl Inc. DBA Ray's Electric, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto and incorporated by this reference, and

WHEREAS, City desires to contract with Contractor to perform the services detailed in this contract, including the Proposal, and

WHEREAS, Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Contract Documents. The Contract Documents referred to herein are incorporated by reference as if set forth in full in this Agreement. The Contract Documents shall include the shall include the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), this Agreement, Performance Bond, Labor and Materials Bond, Maintenance Bond, General Conditions, any Supplementary General Conditions, Special Provisions, Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. This Agreement, and the Contract Documents, includes the exhibits to this Agreement, including Exhibit A Insurance, Exhibit B Minimum Wage Rates

2. Scope of Services. City hereby employs Contractor to perform the work and provide the services and materials for the project identified as: Safety Improvements at Appian Way and Marlesta Road, as described in these Plans and Specifications, attached hereto and incorporated herein by this reference, including miscellaneous appurtenant work. Such work shall be performed in a good and workmanlike manner, under the terms as stated herein and in these Plans and Specifications. In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.

3. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid $650,810.00 in accordance with the prices as submitted on the Bid Sheet of the Proposal, attached hereto as a part of these Plans and Specifications and in accordance with the Special Provisions.

4. Independent Contractor. It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the City. Accordingly, Contractor shall not be deemed the City's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever for or against City.

5. Assignment. This agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of City.

6. Termination. This Agreement may be canceled by City at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

7. Worker's Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

8. Prevailing Wages and General Rate of Per Diem Wages. Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the CITY ENGINEER and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.

9. Dispute resolution is subject to the provision of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory non-binding mediation in the event of litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This contract hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

10. Suit; Recovery of Attorney Fees & Costs. Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees and court costs.

11. Severability. If any term or provision or portion of a term or provision of this contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF PINOLE	CONTRACTOR: Gruendl Inc. DBA Ray's Electric
By: _____	By: _____
Andrew Murray, City Manager	_____
	Print Name, Title
Date: _____	Date: _____

ATTEST:

By: _____
Heather Bell, City Clerk

Date: _____

Approved as to Form

By: _____
Eric Casher, City Attorney

Date: _____

CITY OF PINOLE

INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

THIS IS INSTRUCTION ONLY – IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE CITY OF PINOLE – IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he/she is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.

2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.

4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 20____, before me, the undersigned, appeared _____ known to me to be the President or Vice President and known to be to be the Secretary or Assistant Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its City Council.

WITNESS my signature and seal.

Notary Public

(Seal)

INSURANCE REQUIREMENTS FOR CITY OF PINOLE

Public Works Contract

The Contractor shall at all time during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of $1,000,000.00 combined single limit coverage against any injury, death, lose, or damage as a result of wrongful or negligent acts by the Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of $1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of $1,000,000.00; and (4) worker's compensation insurance with a minimum limit of $1,000,000.00 or the amount required by law, whichever is greater. The City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability and property damage.

1. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) day's prior written notice thereof. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

2. The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.

3. The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements must be executed on the City's appropriate standard forms entitled "Additional Insured Endorsement," copies of which are attached hereto.

Return to Agenda

CITY COUNCIL REPORT

5B

DATE: OCTOBER 10, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, CAPITAL IMPROVEMENT AND ENVIRONMENTAL PROGRAM MANAGER

SUBJECT: ADOPT A RESOLUTION ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF PINOLE IS ELIGIBLE"

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution entitled "A Resolution of the City Council of the City of Pinole authorizing submittal of applications for all CalRecycle grants for which the City of Pinole is eligible."

BACKGROUND

The Department of Resources Recycling and Recovery (CalRecycle) administers various grant programs (Grants) to provide funding to public and private entities in furtherance of the State of California's efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health, safety, and the environment.

The CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of Grants. CalRecycle recommends that city councils approve a general resolution authorizing their city to apply for all Grants for which they are eligible in order to streamline and guarantee a city's ability to apply for Grants in a timely manner. These authorizations must have a set period for which they are effective, which is no more than five (5) years from date of adoption.

REVIEW & ANALYSIS

CalRecycle offers various grant programs designed to expand recycling opportunities and reduce waste and greenhouse gas emissions. CalRecycle also requires the City to adopt an Environmentally Preferable Purchasing and Practices (EPPP) Policy to institute practices that reduce waste by increasing product efficiency and effectiveness. The EPPP

is the procurement or acquisition of goods and services that have a lesser or reduced effect upon human health and the environment when compared with competing goods or services that serve the same purpose. The City Council will consider at its meeting on October 10, 2022 an item to update the City's procurement policy by incorporating an EPPP.

The incorporation of EPPP into the City's procurement policy and adoption of the attached resolution will allow the City to pursue Grant opportunities from CalRecycle. These opportunities have the potential to help the City meet short-term and long-term waste reduction goals. Time frames to apply for CalRecycle funding opportunities are generally very strict, further justifying the need to secure authorization approval to apply for these Grant funds as they are available.

FISCAL IMPACT

Adopting the Resolution authorizes the City to submit grant applications to CalRecycle and if successful, would provide revenue for projects.

ATTACHMENT

A. Resolution

ATTACHMENT A

RESOLUTION NO. 2022-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF PINOLE IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (Grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle Grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby authorize the submittal of application(s) to CalRecycle for all Grants for which the City of Pinole is eligible; and

BE IT FURTHER RESOLVED that the City Manager or his/her designee is hereby authorized and empowered to execute in the name of the City of Pinole all Grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED AND ADOPTED at a special meeting of the Pinole City Council held on the 10th day of October 2022 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 10th day of October 2022.

_____
Heather Bell, CMC
City Clerk

Return to Agenda

CITY COUNCIL REPORT

6A

DATE: OCTOBER 10, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: CHRIS WYNKOOP, FIRE CHIEF

SUBJECT: CONTRACT FOR FIRE PROTECTION SERVICES WITH CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, INCLUDING THE REOPENING OF PINOLE FIRE STATION 74

RECOMMENDATION

City staff recommends that the City Council consider adopting a resolution 1) approving a contract for fire protection services with the Contra Costa County Fire Protection District (CCCFPD); 2) authorizing CCCFPD to submit an application to the Contra Costa Local Agency Formation Commission (LAFCo) to provide fire protection services in Pinole; and 3) authorizing the City Manager to negotiate and execute other related documents necessary to implement the contract for services.

BACKGROUND

Per City Council's direction, since February of 2022, City staff has been discussing provisions of a potential contract for service with CCCFPD. City and CCCFPD staff presented a draft contract for service and independent fiscal analysis to the City Council at a special meeting, held in workshop format, on September 13, 2022. The draft contract for service and independent fiscal analysis are thoroughly described in the staff report for the September 13, 2022 meeting (Attachment F).

At that meeting, the City Council received public input and provided direction to City staff to attempt to negotiate a final contract for City Council's consideration that included changes to the following topics in the draft contract:

- Funding commitment for Measure X funds
- Development submittal process
- Transition plan in the event of termination
- City's obligation to pay for ladder truck due to future development
- City financial credit for providing apparatus

DISCUSSION

City staff has worked with CCCFPD staff to create a revised contract that City staff believes meets the direction that Council provided on September 13, 2022 to the greatest extent possible. These revisions include:

- Funding commitment: During the September 13 Council meeting/workshop, County Supervisor Gioia spoke on behalf of the County Board of Supervisors in making a verbal commitment to fund the $2M, plus an annual escalator to be determined, from Measure X, throughout the term of the contract (5-years, through FY 2027/28). The following week, on September 20, the County Board of Supervisors took action to formalize the $2M annual commitment and define the escalator via Resolution No. 2022/332, the language of which was subsequently added into the contract draft as cited below:

  "The Parties acknowledge that by Resolution No. 2022/332, attached as Exhibit 7, the Board of Supervisors has allocated from Measure X funds $2,000,000 annually, through Fiscal Year 2027/28 to increase the level of fire protection services in the City. As provided in Resolution No. 2022/332, the Measure X allocation will be adjusted annually beginning in Fiscal Year 2023/24 by the percentage change in the Consumer Price Index-All Urban Consumers for the San Francisco-Oakland-Hayward Area for the twelve-month period ending with the February index of the calendar year in which the adjustment is made, but not to exceed 4 percent per year. The Parties also acknowledge that the continued allocation of funds by the Board of Supervisors is critical to the maintenance of service levels provided for in this Agreement. The Parties will utilize each annual allocation of $2,000,000, as adjusted, as an Offsetting Revenue under this Agreement."

- Development Submittal Process: The City and District were able to agree upon mutually acceptable language for the contract. The specifics of the process will be mutually decided upon by the parties outside of the contract, but the agreement language acknowledges that the process should be as easy as possible for applicants, that applicants will have the ability to submit documents at City Hall, and that eventually the process will become fully electronic.

- Transition Plan: After discussions, additional changes were made to this section. Relatedly, the County agreed to modify the process for appointing a mediator. Previously, if the parties could not agree on a mediator, no mediation would occur. Under the new process, the parties will each select a mediator, who together will select the mediator to be used. This ensures that the parties are able to use neutral non-binding mediation as part of any future termination of the agreement, as well as for other disputes that arise during the agreement.

- New Development: The District has insisted that if new development creates the need for new equipment or apparatus (such as a ladder truck), the District should not be responsible for those costs. In order to help with long term planning, the City attempted to negotiate more definitive language regarding what specific types of new development would trigger the need for new equipment or apparatus, but the District refused. The City has an existing development fire impact fee, and those fees can be used to cover a significant portion of a ladder truck if the Fire

Chief determines in the future that it is needed due to new development. If the Fire Chief makes such a determination, the agreement requires the parties to meet and confer. If the City disagrees with the Fire Chief's determination, the City can take advantage of the contract's mediation procedures.

- Financial Credit for Apparatus: The City will be providing apparatus to the District with useful life remaining, while simultaneously paying an ongoing fee for the replacement of such apparatus as part of the annual budget. The City discussed various approaches for addressing this issue, such as having the District purchase the equipment or the District providing the City with discounted leases for new equipment upon termination. The District refused all of these approaches. However, the District confirmed to the City that the annual fee paid for by the City and incorporated into the 5 year budget projection already factors in that the City is providing apparatus with remaining useful life to the District.

Other less significant changes to the draft contract were also negotiated between the parties. Note that a clean version of the final proposed contract is attached, and a redlined version (Attachments A and B, respectively).

The City will need to execute other documents related to the contract for services, including lease agreements for Station 73 and 74 and a side letter with Local 1230, the bargaining unit representing the firefighters impacted by the proposed contract. The proposed resolution authorizes the City Manager to negotiate and execute such documents in a form approved by City Attorney.

To summarize the manifold benefits to gained for Pinole citizens by agreeing to the service contract through which CCCFPD would operate Fire Station 73 and Station 74, many of which are detailed in the attached Plan for Service (Attachment C):

- Most importantly, response times to calls for service throughout the City would be significantly improved with the opening of Fire Station 74. The impact analysis created via CCCFPD's predictive modeling capabilities forecasts response times on medical calls to be 1:13 faster in Station 74's first-in district, and compliance with target response time is predicted to improve from 37% to 59%. Response times on structure fires are predicted to be 1:52 faster in Station 74's first-in district, and compliance with target response time is predicted to improve from 12% to 47%.
- CCCFPD has specialized rescue and firefighting resources that would be more immediately available to Pinole. These include water rescue teams, heavy fire equipment resources such as fire bulldozers, as well as technical rescue apparatus, equipment, and personnel for confined space, trench, and building collapse. Whereas Pinole can currently access these resources if they are not dedicated to other CCCFPD purposes, Pinole would have higher priority in the deployment of these resources if CCCFPD provided fire protection services in Pinole.

- Operational and large incident management would be standardized under the single organization's leadership and emergency management goals and objectives. Standardization of responses across the expanded service area would ensure consistent response levels of equipment and personnel to structure fires, technical rescues, and vegetation or wildland fires. CCCFPD also has modern operational policies and procedures, and better training through one Training Division under a consistent, well-staffed, and properly supported system. The CCCFPD academy is a State Accredited Local Academy (ALA).
- CCCFPD achieves economies of scale and scope, and therefore can provide fire protection services on a lower cost per unit in general. CCCFPD would be able to provide information technology, equipment repair and maintenance, and apparatus maintenance more cost effectively. CCCFPD can procure apparatus at considerably lower cost that the City can, due to volume discounts, and vehicle maintenance would be performed by the CCCFPD's apparatus shop, by ASE certified fire mechanics.
- CCCFPD has full-time staff who are certified peace officers with arresting powers and the capacity to perform all functions of a fire-cause investigation, and who would coordinate with the City Police Department on all investigations. CCCFPD's 22 Fire Inspectors and Fire Prevention Captains would conduct annual occupancy inspections of all State-mandated facilities within the City and provide new construction plan review and related inspections for all new construction projects within the City. Public education and outreach efforts would be increased through dedicated CCCFPD staff to perform this important service.
- In addition to improving service to residents of Pinole, expanding fire protection service by reopening Station 74 would benefit residents of many other parts of West Contra Costa County, including residents in the unincorporated areas of Tara Hills, Montalvin Manor, and Bay View. It would also help accommodate for the scarcity of West County hospital emergency room services since the closure of Doctor's Medical Center in Pinole, which has increased the reliance on firefighters as first-line medical assistance for many of our underserved citizens.
- CCCFPD's communication and engagement with the community is well served by a dedicated Public information Officer (PIO). Social media presence on Twitter, Instagram, and Nextdoor, as well as significant incident reports and news releases, are all easily accessible on the CCCFPD website home page.

FISCAL IMPACT

The fiscal analysis conducted by the Stone Municipal Group reflects that the City has the fiscal ability to enter into and sustain an agreement with CCCFPD to provide fire and emergency response services given the County's commitment to providing $2 million annually of Measure X funding to subsidize CCCFPD's service. A revised version of the

fiscal analysis is attached (Attachment D) which reflects the County's commitment and actions taken subsequent to the September 13 Council meeting/workshop.

The chart below reflects the first-year and 7-year-average costs under the most likely set of assumptions per the fiscal analysis. Note that "Year 1" for the purpose of the report is FY 2023/24 because, if approved, the new service model could not be implemented until late winter or early spring of 2023, at which time FY 2022/23 will be near completion. Also note that the City would continue to bear some expenses related to fire protection services (itemized in the chart as "City Annual Cost [Ongoing] - $753,489), to include payment of the unfunded accrued liability (UAL) for Fire Department employee pensions, payment of retiree medical benefits for Fire Department retirees, fire station building maintenance, utilities, and fire fuel mitigation costs not covered by CCCFPD. Additionally, the City anticipates a one-time cost of $52,970 for compensated leave payouts. The fiscal analysis accounts for these costs which are *included in*, *not in addition to*, the projected total cost.

Replacement costs of apparatus are factored into the annual contract amount, and it is anticipated that CCCFPD will need to replace one Type 6 engine within the next 24 months, one Type 3 engine within the next five years, and one Type 1 engine within five to seven years. The total anticipated cost of replacing this apparatus is approximately $1,650,000 based on 2022 pricing. Again, these costs are *included in, not in addition to, the projected total cost.*

	City of Pinole	CCCFPD Contract
Scenario Reference	001	002
Active Stations	1	2
Full Time Firefighters	15	18
Expected Annual Cost - Yr 1 of Contract (Gross)	$6,363,316	$7,300,987
Measure X Allocation	$0	$2,000,000
Expected Annual Cost - Yr 1 of Contract (Net)	$6,363,316	$5,300,987
City Annual Cost (On-going)	$0	$753,489
City Cost (one-time)	$0	$52,970
Total Cost - Yr 1	$6,363,316	$6,107,445
Expected Monthly Cost - Yr 1 of Contract	$530,276	$508,954
Expected Cost - 7-Yr Plan Average	$7,599,401	$7,490,601
Expected Monthly Cost - 7-Yr Plan Average	$633,283	$624,217

The table below shows the year-over-year comparison of the total cost to the City of Scenario 1 (continuation of current service level) and Scenario 2 (contract with CCCFPD)

under the most likely assumptions (Scenario 1b reflects cost to the city to operate both stations without collaboration with CCCFPD).

	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6*	*Year 7*
	2023-24 Budget	**2024-25 Forecast**	**2025-26 Forecast**	**2026-27 Forecast**	**2027-28 Forecast**	**2028-29 Forecast**	**2029-30 Forecast**
Scenario 1 - Continuation of Current Service Level	$6,363,316	$6,746,973	$7,155,799	$7,575,803	$8,005,331	$8,442,852	$8,905,735
Scenario 1b - City Operates Both Station 73 and Station 74	$8,655,357	$9,338,113	$9,894,535	$10,469,430	$11,061,687	$11,670,065	$12,315,302
Scenario 2 - Cooperative Fire Service Agreement with CCCFPD	$6,107,445	$6,493,411	$6,950,823	$7,433,677	$7,937,218	$8,470,233	$9,041,400
Cost Difference (Scenario 2 minus Scenario 1)	($255,871)	($253,562)	($204,976)	($142,126)	($68,113)	$27,381	$135,665

As shown in both charts, the net cost to the City to operate two fire stations under CCCFPD's superintendence would be comparable to the City operating one fire station on its own, when accounting for the cost proposal from CCCFPD, including the fire protection-related expenses that the City would continue to bear in addition to the contract, and net the $2 million from Measure X.

CONCLUSION

City staff believes that based on the fiscal analysis, the Station 74 reopening impact analysis, and the County's commitment in a contract for services to provide $2 million per year plus an annual escalator of Measure X funds to subsidize the arrangement, it would be beneficial for the City to agree to the final draft contract presented. Moreover, it is the Fire Chief's belief that the proposed contract between the City and CCCFPD for fire protection services, including the reopening of Pinole Fire Station 74, provides the highest level of fire and emergency services protection for the citizens of Pinole achievable within the City's budgetary constraints.

NEXT STEPS

Per LAFCo requirements, Pinole City Council approval of the agreement is required prior to CCCFPD seeking approval from the County Board of Supervisors to submit an application to LAFCo to provide fire services in the City of Pinole. The resolution of Council approval is attached (Attachment E). Upon Council approval of the agreement, the next steps will occur according to the following estimated timeline:

- CCCFPD will seek approval from the County Board of Supervisors to submit an application to LAFCo to provide fire services in the City of Pinole, to include the reopening of Station 74, at the October 11, 2022 Board of Supervisors meeting.
- Contra Costa County LAFCo will consider the contract for service application at its regularly scheduled meeting on November 9, 2022.

- Upon LAFCo approval, the City will commence the physical preparation of Station 74 for full functionality as an operational fire station.
- Assuming the above milestones are met, operational implementation of the contract whereby CCCFPD will provide fire and emergency services to the City of Pinole to include the reopening of Station 74 is anticipated for late winter/early spring (March/April) of 2023.

ATTACHMENTS

A. Clean copy of contract for service agreement
B. Redline copy of agreement compared to version presented at 9/13/22 meeting
C. CCCFPD/Pinole Plan for Service
D. Revised Fiscal Analysis reflecting the County's commitment to providing $2 million annually of Measure X funding to subsidize CCCFPD's service to Pinole
E. Council Resolution 1) approving a contract for fire protection services with the CCCFPD; 2) authorizing CCCFPD to submit an application to the Contra Costa County LAFCo to provide fire protection services in Pinole; and 3) authorizing the City Manager to negotiate and execute other related documents necessary to implement the contract for services
F. Staff report and attachments from 9/13/22 meeting

ATTACHMENT A

AGREEMENT
between the
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
and the
CITY OF PINOLE
for Fire Protection Services

THIS FIRE PROTECTION AGREEMENT ("Agreement") is dated January 1, 2023 (the "Effective Date") and is between the CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district formed under the Fire Protection District Law of 1987 (Health and Safety Code Sections 13801 et seq.) and governed by the Board of Supervisors of the County of Contra Costa as its Board of Directors ("District"), and the CITY OF PINOLE ("City"), a municipal corporation, referred to herein collectively as the "Parties."

RECITALS

A. The City desires to expand and supplement the current fire protection services provided within the City. Currently only one of the City's two fire stations (Fire Station 73) is operational. Fire Station 74 has been closed since 2011.

B. The District is willing and able to provide a level of fire protection services within the City that would exceed current service levels. The Parties intend that the District will be paid for all direct and indirect costs incurred in the performance of services under this Agreement.

C. The Parties intend to leverage those Measure X funds that are available for increasing the level of fire protection services in the City to facilitate this partnership for services between the District and the City. The Parties acknowledge that pursuant to Resolution No. 2022/332, the Contra Costa County Board of Supervisors has allocated from Measure X funds $2,000,000 annually, adjusted annually as provided in the resolution, through Fiscal Year 2027/28 for this purpose.

D. Because the City is not within the District service boundary, the Parties propose to enter into this fire protection agreement pursuant to Government Code section 56134. The Parties acknowledge that the services provided for in this Agreement may not commence unless and until the Contra Costa County Local Agency Formation Commission authorizes the District to provide the services contemplated herein.

E. Simultaneous with the execution of this Agreement, the City and the District are entering into two leases, one for Fire Station 73 and one for Fire Station 74 (each a "Lease" and together, the "Leases") that set forth the terms under which the District will occupy the two stations during the term of this Agreement. The Leases and any amendments thereto are incorporated into this Agreement by reference.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct.

Section 2. Definitions.

As used in this Agreement:

a. "Board of Directors" means the Contra Costa County Board of Supervisors acting as the Board of Directors of the Contra Costa County Fire Protection District and governing body of the District.

b. "Board of Supervisors" means the Contra Costa County Board of Supervisors acting as the governing body of the County of Contra Costa.

c. "District" means the Contra Costa County Fire Protection District or any successor organization or successor governmental entity.

d. "City" means the City of Pinole.

e. "City Council" means the City Council of the City of Pinole.

f. "City Manager" means the City Manager of the City of Pinole.

g. "County" means the County of Contra Costa.

h. "Fire Chief" means the fire chief of the District.

i. "Fiscal Year" means the annual period commencing on July 1 and ending June 30.

j. Fire specific terminology used in this agreement (e.g. Shift, Company, Quint, Engine, etc.) shall be used in a manner consistent with the definitions published by the National Fire Protection Agency (NFPA) on its website at https://www.nfpa.org/Codes-and-Standards/Resources/Glossary-of-Terms, as revised from time to time.

Section 3. Scope of Services.

Within the boundaries of the City, the District will provide and be fully responsible for the following services.

a. Incident Response.

1. General Service Criteria.

A. Response Area.

The District will provide the services identified below to the areas within the incorporated limits of the City, as shown on Exhibit 1.

B. Station Location/Staffing.

There are two fire stations located in the City. The stations will be staffed at a minimum as described below.

Response Configuration

Fire Station 73 880 Tennent Avenue Pinole, CA 94564	1 Engine Company	3 Personnel
Fire Station 74 3700 Pinole Valley Road Pinole, CA 94564	1 Engine Company	3 Personnel

Within the City boundaries, the District will maintain a minimum staffing level of six (6) personnel, consisting of two three-person companies per shift. Each company will consist of one Captain, one Engineer, and one Firefighter. Each company will be staffed at a minimum with one paramedic and two EMT-I trained personnel. In the absence of ranked positions, personnel working "out-of-class" (acting) will be used. A Type 1 Fire Engine shall be located at each of the two fire stations within the City's boundaries throughout the year. In addition, from June through October, a Type VI Wildland Unit shall be located at each of the two fire stations within the City's boundaries, except that a Type III Wildland Unit may be located at one of the fire stations in lieu of a Type VI Wildland Unit. The Fire Chief may substitute the required apparatus for other apparatus on a limited, temporary basis when necessary for maintenance or other operational needs.

If engine companies stationed in the City leave the City for automatic aid within the District's Battalion 7 area (Pinole, El Sobrante, San Pablo, Hercules, and Rodeo), the District will arrange for appropriate back-up coverage to ensure that the City has adequate response capability. When companies stationed in the City leave the City for any planned (e.g., administrative or training) needs, the District will arrange for appropriate back-up coverage to ensure that the City has adequate response capability, with a minimum of one (1) Advanced Life Support ("ALS") company.

The response configuration above will only be changed upon mutual agreement between the Fire Chief and City Manager.

C. Response Levels.

The District will respond to incidents consistent with the District standard alarm assignments with the same level of response it provides to other areas served by the District and in a manner consistent with approved Contra Costa Operational Area policies.

D. Response Time.

On a single fire unit Priority 1 or Priority 2 emergency medical response, the District will endeavor to arrive at the scene within eight minutes and 30 seconds or less from the time that the company is first dispatched for 90% of all incidents. In multiple unit fire incidents, the District will endeavor to have the first due company arrive at the scene of an emergency incident within eight minutes and 30 seconds or less from the time that the company is first dispatched for 90% of all such incidents. The District will endeavor to have the remaining District first alarm units arrive at the scene of the incident within 18 minutes or less from the time that the first due company is dispatched for 90% of all such incidents.

In the event that the District is unable to meet the above response times, the Fire Chief and the City Manager will confer regarding the District's ability to meet the above response times. The Fire Chief and

the City Manager will discuss strategies to ensure such response times are met in the future.

Data on response times will be provided to the City Manager within 30 days of the end of the calendar quarter in which the responses occur. Data on response times will be reviewed on a quarterly basis as part of the scheduled meetings between the Parties.

E. Chief Officer Coverage.

The District will provide a Battalion Chief response for all first alarm fire and multiple apparatus incidents. For incidents of three alarms or greater, the District will also provide an Assistant Fire Chief (or greater rank) response and sufficient management staff to ensure appropriate management of the emergency.

F. Mutual Aid.

The District will continue to meet the District's pre-existing obligations with respect to mutual aid in accordance with but not limited to the Contra Costa County Fire Mutual Aid Plan, and all appropriate State of California interagency service agreements. The parties anticipate that the resulting mutual aid provided within the City will be equivalent to, or greater than, mutual aid provided to the City immediately prior to the Commencement Date. The District will work to develop expanded mutual aid, automatic aid, and mutual response areas with other fire departments adjacent to the City. The Parties acknowledge that the District has no obligation to independently meet the City's mutual aid obligations, if any, while performing services under this Agreement. The City shall notify its mutual aid partners that the City will not directly provide mutual aid during the term of this Agreement.

2. Fire Suppression.

Fire Suppression services will be provided in accordance with Section 3(a)(l) above, as applicable.

3. Emergency Medical Response.

Emergency Medical Response Service will be provided in accordance with Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(3).

The District will fulfill and does hereby assume the City's obligations under the City's First Responder Agreements with the Contra Costa County Emergency Medical Services ("EMS") Agency, with the exception of response times which the District will make every reasonable effort to fulfill, which are hereby assigned to the District. The District's duty to fulfill the City's obligations under the First Responder Agreements with the EMS Agency will not affect any rights the City may have to receive revenues from the EMS Agency due to the City under the above agreements, as they may be amended from time to time, which revenues may be used by the City to pay the District for services performed under this Agreement. However, if the Contra Costa County EMS Agency pays any such revenues directly to the District due to the District's fulfillment of the City's obligations, those revenues paid directly to the District will be credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement.

4. Hazardous Materials Response.

Response to Hazardous Material incidents will be in accordance with the provisions of Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(4).

The District will provide a Type II (as defined by FIRESCOPE) Hazardous Materials Team level of service to the City.

The District will provide trained personnel to perform hazardous materials operations when required in the City. These positions are staffed and equipped each day. Response time to the City will be the time necessary for notification and travel of the closest available District resource that meets the needs of the emergency incident.

5. Rescue Services.

The District will provide the City with rescue services in accordance with the provisions of Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(5).

The District will provide Type II (as defined by FIRESCOPE) rescue services to the City. This service is available as needed.

The District will provide trained Urban Search and Rescue Team (USAR) personnel to perform confined space and trench rescue operation when required in the City. These positions are staffed and equipped each day. Response time to the City will be the time necessary for notification and travel of the closest available District resource that meets the needs of the emergency incident.

6. Response to Mass Casualty Incidents.

The District will respond to mass casualty incidents in the City with the same level of response it provides to other areas served by the District.

7. Other Calls for Service.

The District will respond to all other calls for services, including, but not limited to fire alarms, hazardous conditions, flooding conditions, smoke investigations, and public service calls, in accordance with the provisions of Section 3(a)(l) above, as applicable.

8. Homeland Security.

The District will represent the City, and proactively participate on its behalf, in the planning, coordination, and development of programs to address homeland security threats. The District will maintain a state of awareness and readiness to respond to incidents related to homeland security within the City.

9. Major Disaster Response.

In the event of a major disaster, the District will supplement the fire personnel assigned to the City by providing additional resources for direct response to an incident or move-up coverage from District stations outside of the City provided that supplemental resources are available.

Upon activation of the City's Emergency Operations Center ("EOC"), the District will provide sufficient staff to operate assigned functions in the EOC. Release of personnel and resources may occur after evaluation of local conditions and upon mutual agreement by the City Manager and the Fire Chief.

The District will work cooperatively with the City to participate in the development and

implementation of the Emergency Operations Plan ("EOP") by ensuring that it is reviewed, revised and updated as necessary, and exercised regularly. The District will recommend to the City plan updates to the EOP pertaining to fire, rescue, and emergency medical services issues.

The District will continue to participate in local or regional organizations necessary to ensure the City is represented in disaster preparedness and response.

10. Evacuation Coordination.

The District will coordinate with the Pinole Police Department for all evacuations in a manner consistent with standardized and unified incident command principles and procedures.

b. Dispatch Service.

The District manages the Contra Costa Regional Fire Communication Center which supplies fire and ambulance dispatch services to various areas in the County, including to the City, on a cost reimbursement basis. The City will continue to pay its proportionate share of annual dispatch-related fees and charges ("Communication Center Allocation"), which is billed annually and will be included as part of the annual fiscal year budget proposal pursuant to Section 5(a)(1). The City's obligation to pay its proportionate share of annual dispatch-related fees and charges is not co-terminus with this Agreement and survives termination of this Agreement.

c. Community Education.

1. Fire Safety Programs.

To help preserve life and property, the District will coordinate the planning, development, and implementation of fire prevention and safety education training programs, which will be tailored to educate City residents and other members of the Pinole community, such as schools, businesses, community associations, and childcare providers. Fire prevention and safety training programs to be provided by the District will include the following programs, with such changes and adjustments as mutually agreed to by the Fire Chief and the City Manager.

Carbon Monoxide Alarm installations
CERT Fire training
CPR courses, BP checks
Eldercare and safety
Elementary School Fire Safety Programs
Exit Drills in the Home (EDITH)
Fire extinguisher use
Fire safety
Firewise Communities
Injury and fall prevention
Juvenile fire-starter program
Smoke alarm installations
Wildland fire and evacuation preparedness

2. CPR Training.

The District will provide opportunities for CPR training to members of the Pinole community at no

charge to the participant. This training will be provided within the boundaries of the City.

3. Community Emergency Response Team (CERT) Training.

The District will work with City departments to offer fire-based Community Emergency Response Team training to members of the Pinole community. The District and the City will work together to ensure the training complements the City's current disaster preparedness programs.

4. Miscellaneous.

The District will respond to specific requests from the Pinole community including but not limited to fire station tours and ride-alongs.

d. Fire Prevention.

1. General.

The District, through its Fire Prevention Bureau, will provide fire prevention services consistent with the level of prevention services provided to other areas served by the District.

2. Fire Prevention Staffing.

The District will provide Fire Prevention Bureau staff to conduct annual state-mandated occupancy inspections and Fire Code enforcement. The City and District will coordinate the District's Fire Code enforcement activities with the City's code enforcement activities, subject to any procedures mutually agreed upon by the City and District. Additional staff may be provided as necessary as determined by the District to review plans for new construction and inspect new construction.

3. Pre-development/Preliminary Planning.

The Fire Prevention Bureau will provide pre-development planning services. Pre-development planning will include but not be limited to the following activities:

A. Adherence to the pre-development/preliminary planning project review process established by the City's Community Development Department and as may be modified at the City's discretion.

B. Preparation of written comments based upon development/construction submittals made to the City.

C. Attendance (in person or virtually) at scheduled meetings with applicants as reasonably requested by the City.

D. Participation (in person or virtually) in requested modifications to the City's pre-development/preliminary planning process as reasonably requested by the City.

E. Attendance (in person or virtually) at development review meetings as reasonably requested by the City.

4. Plan Submittal Review.

The District will review and provide comments on proposed construction plans and fire protection system plans to ensure compliance with the City's adopted codes and applicable standards. Applications and plans shall be submitted by the applicant directly to the Fire District's Fire Prevention Bureau at 4005 Port Chicago Highway, Suite 250, Concord. Written comments, in a format consistent with District policies and procedures, will be attached to approved plans to inform applicants of District requirements. District review of submitted plans will be completed within the timelines established by the City and the District, provided the review can be performed with the staffing levels provided by this Agreement.

The City and District will establish mutually agreed upon procedures for accepting and reviewing plan submittals. In establishing such procedures, the Parties will determine timelines for review and strive to make the process as easy as possible for applicants, including by providing an option for applicants to submit applications and plans at City Hall (in which case the City and District will determine how to transfer such application and plans to the District for review). The Parties agree that, initially, the City will require applicants to submit one full set of plans in hard-copy for the District's review. The Parties agree to cooperate on fully accepting the electronic submission of plans as well as the use of electronic review and commenting platforms, but acknowledge that a transition period will be necessary before this will be feasible. The City and District share the common goal of full integration of District and City plan review and permitting processes.

The City's current practice is to meet with applicant when plan check process extends beyond three reviews. As reasonably requested by the City, the District will attend (virtually or in person) meetings with applicants to discuss plan check comments when the plan check process extends beyond three revisions.

5. Fire Inspections.

The District will provide inspection and permit issuance services in accordance with the City's adopted Fire Code. All inspections will be conducted by qualified personnel. The City and District will agree upon policies and procedures for the conduct and tracking of inspections and permits, with the goal of eventually transitioning to the use of an electronic permitting and tracking system, consistent with the parties' goals of making the process as streamlined as possible for applicants.

A. General Inspections. In accordance with the City's adopted Fire Code, the District personnel will perform fire inspections relating to each of the following:

   i. The hazard of fire and explosion arising from the storage, handling, or use of structures, materials, or devices.

   ii. Conditions hazardous to life, property, or public welfare in the occupancy of structures or premises.

   iii. Fire hazards in the structure or on the premises from occupancy or operation.

   iv. Matters related to the construction, extension, repair, alteration, or removal of fire suppression or alarm systems.

B. Fire Protection System Inspections. As part of the City's permitting process,

District personnel will inspect fire protection system installations approved for permit by the District to verify compliance with the approved plans and applicable codes and standards.

C. Mandated Inspections. District personnel will conduct inspections of those occupancies mandated by the California Office of the State Fire Marshal.

D. Construction Permit Inspections. District personnel will perform fire inspections for any required construction permit issued in accordance with the City's adopted Fire Code.

E. Operational Permit Inspections. District personnel will perform fire inspections for any required operational permit prior to initial issuance in accordance with the City's adopted Fire Code. Operational permit inspections will be completed based on the current District inspection schedule for non-State mandated occupancies.

F. Business License Fire Inspection Program. Following a request by the City, the District will conduct business inspections for fire code compliance.

6. Pre-fire Plan Inspections for Target Hazard Occupancies.

The District will perform pre-fire plan inspections for relevant target hazard occupancies. Results of the inspections will be shared with other City departments as requested.

7. Fire Code Administration.

A. The District will administer and enforce City's adopted Fire Code, and applicable ordinances, and applicable state and federal codes and regulations.

B. The District will monitor changes to fire codes and provide the City with recommendations regarding proposed changes. The District's Fire Marshal will work with City Staff to complete the code adoption process.

8. Weed Abatement and Wildfire Management.

A. Weed Abatement Enforcement. The City will continue to provide weed abatement through its Code Enforcement Division. The District will assist in administering fire prevention related aspects of the City's weed abatement program including inspection of those parcels potentially needing abatement, but the District is not responsible for conducting abatement of hazard parcels. The District will provide the City with information and supporting documentation, as requested and necessary, relating to any parcels that require additional enforcement and abatement. All work and abatement orders will be initiated and completed by the City for weed abatement issues.

B. Wildfire Mitigation Project. The City and the District will coordinate regarding wildfire mitigation projects that are not directly related to weed abatement issues, but the District is not responsible for conducting abatement of hazard parcels. Additionally, when applicable, the City and the District will coordinate in the preparation and submittal of grant funding applications relating to wildfire

mitigation and in developing processes to prioritize and initiate wildfire mitigation projects.

9. Fire Investigation Service.

District fire investigators will be assigned to determine the cause of every major fire (2nd or 3rd Alarm), or where an injury or fire fatality occurs as a result of a fire incident within the City, and will conduct an investigation of every incident in which there is knowledge or suspicion that the crime of arson may have been committed. The District will attempt to determine the cause of all fires within the City as required by the Fire Code. District fire investigators will work with the Pinole Police Department and any other appropriate law enforcement agencies in the investigation process, as needed.

e. Administration.

1. Contract Administration.

The District designates the Fire Chief, or the Fire Chief's designated representative, to represent the District in all matters pertaining to the administration of this Agreement.

The City designates the City Manager, or the City Manager's designated representative, to represent the City in all matters pertaining to the administration of this Agreement.

The Parties desire to work cooperatively to ensure that the City receives cost effective services. Accordingly, the Parties desire to set forth a process for reaching agreement on mutually acceptable alterations to service delivery standards and material changes to the budget.

The District will formally notify the City prior to a service delivery change. The notification will provide adequate time for the City to provide comment, express concerns, and to allow for agreement on the aforementioned changes and modifications. Except for temporary changes lasting fewer than ten (10) days, the District will obtain written approval from the City prior to making a service delivery change. Any changes to the staffing levels per company or fire stations identified in Section 3(a)(l)(B) are modifications to the Agreement subject to Section 9(j).

2. Fire Chief Designation.

The Fire Chief is hereby designated by the City as the City of Pinole Fire Chief and will have and possess such authority as the City Municipal Code and general laws provide for the City's Fire Chief.

3. Liaison to City.

A. The District designates the Fire Chief or designee (at no time below the rank of Assistant Fire Chief) as the direct liaison to the City Manager. Liaison responsibilities will include but are not limited to:

i. Attendance by the Fire Chief or designee at City Council meetings when requested by the City Manager upon reasonable advance notice; and

ii. Meetings with the City Manager as requested by either the Fire Chief or City Manager to discuss budget, operational, or other issues which may arise.

B. The District will promptly notify the City Manager when any of the following significant incidents occur within the City.

i. Incidents involving deaths or serious injuries to citizens or first responders.

ii. Mass casualty incidents involving more than six patients.

iii. Second-alarm, and better, structure fires.

iv. Structure fires resulting in displacement of multiple residents.

v. Third-alarm wildland fires, or any wildland fires utilizing air support resources.

vi. Hazardous materials incidents requiring entry.

vii. Incidents with significant impacts on residents based on size, scope, or duration.

viii. Any incident that has attracted, or is expected to attract, significant media attention.

4. Community Events.

As reasonably requested by the City Manager, the District will participate in the planning and implementation of community activities, such as local fireworks celebration, tree lighting ceremonies, Chamber of Commerce functions, and similar events, to address fire safety issues.

5. Reports and Records.

A. The District will maintain sufficient records to enable the City to meet its reporting obligations and needs as they relate to the provision of services as provided for in this Agreement, including but not limited to the District's obligation to provide quarterly reports on response times. The records maintained by the District will also include: (i) the total number of calls for service responded to by each of Fire Station 73 and 74; (ii) the number of calls for service responded to by each of Fire Station 73 and 74 for incidents occurring outside of the City; and (iii) the number of calls for service responded to by the District from locations other than Fire Stations 73 or 74 for incidents occurring within the City.

B. The District will maintain financial records related to the performance of services under this contract.

C. The District will provide the City Manager with financial reports reasonably requested by the City Manager.

D. Upon request by the City Manager, the District will make available its records related to services performed under this Agreement for audit and inspection by the

City Manager, or the City Manager's designated representative.

E. Upon request, the District shall provide the City with copies of any records related to this Agreement that are subject to disclosure pursuant to the California Public Records Act.

F. The District will conduct or have conducted a yearly independent audit of the District's overall financial performance. The District will provide the audit reports to the City Manager within 30 days of publication. The District will provide any financial information required by the Governmental Accounting Standards Board for the City's financial reporting that is in the District's possession or control.

6. Fire Complaints and Requests for Service.

A. The District will inform the City Manager of any and all complaints received by the District regarding the services provided to the City by the District.

B. The District will strive to provide a high level of customer service to the City in accordance with the District and the City's customer service philosophies.

7. Fire System Planning.

A. The Fire Chief will assist the City in planning the extension of fire services and facilities as the City grows.

B. If, as a result of annexation of territory, the City requires additional contract services to provide fire and emergency services to areas not currently served by the City through its contract with the District, the Fire Chief and the City Manager may negotiate a mutually acceptable amendment to this Agreement to provide such services. Any amendment to this Agreement will become effective upon its approval by the governing bodies of the District and the City.

C. This paragraph does not apply to those services provided under mutual aid, automatic, and/or other interagency response agreements.

8. Fees.

A. The District will assist the City in the development of an appropriate fee schedule for fire services rendered in the City by the District. The District will provide the documentation necessary to support the imposition of fees by the City.

B. All fees attributable to the services provided by the District under this Agreement shall accrue to and are the property of the District. Nothing herein shall limit the City's ability to charge fees attributable to services provided by the City.

C. Any fees collected by the City for services performed by the District will be accounted for by the City and remitted to the District.

9. Miscellaneous Revenue Collection.

A. The District will endeavor to implement a program consistent with District policy for seeking reimbursement for the cost of the District's response to accidents or other events. Any cost reimbursements received by the District for incidents occurring within the City will be credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement.

B. The District will use reasonable efforts to obtain grants for one-time and ongoing capital and operational expenditures.

Section 4. Facilities, Apparatus, and Equipment.

a. Buildings and Real Property.

1. Use of Pinole Fire Station Nos. 73 and 74.

The City will provide the District use of the City-owned fire stations described as Fire Station 73, 880 Tennent Avenue, Pinole, CA 94564, and Fire Station 74, 3700 Pinole Valley Road, Pinole, CA 94564, for performance of services under this Agreement. The City will provide the District use of these facilities at no cost to the District. Responsibility for maintenance of the buildings and grounds are as set forth in the Leases.

To the extent there is a conflict between this Agreement and the Leases concerning the use and maintenance of Fire Stations Nos. 73 and 74, the terms of the Leases shall control. In all other respects, the terms of this Agreement shall control

2. Office Space.

Fire Station 73 includes office space for use by District fire inspectors. In accordance with the Lease for Fire Station 73, the City will provide the District use of these facilities at no cost to the District.

3. Return Upon Termination.

Upon termination of this Agreement, the District will vacate Fire Station Nos. 73 and 74, and will remove any and all materials, equipment, and improvements that are not to remain on the premises as set forth in the Leases.

b. Apparatus/Equipment.

1. Transfer of Apparatus and Equipment.

The City will transfer to the District ownership of the apparatus and equipment identified in Exhibit 2 (City Fire Apparatus/Equipment Inventory) in consideration of the District's performance of services under the terms of this Agreement. The District will be responsible for maintaining registration and licensing of all transferred apparatus and equipment.

2. Maintenance.

The District will be responsible for maintenance and repair of all apparatus and equipment. The

City will pay the District a fee, fixed annually and specified in the budget approved pursuant to Section 5 (Cost of Services), for the costs of maintenance and repair of apparatus and equipment utilized in the performance of services under this Agreement.

3. Reserve Apparatus.

The District will provide a reserve apparatus that will be placed in service as soon as possible if a frontline apparatus is to be out of service for an extended period of time.

4. Apparatus and Equipment Replacement.

The timing of apparatus and equipment replacement shall be determined by the District, consistent with the District's standard equipment and apparatus replacement practices and schedules. The District will submit a proposed apparatus replacement schedule to the City indicating the anticipated dates for replacement of major pieces of apparatus. The District will provide the City with advanced notice regarding the need to replace apparatus and equipment.

The City will pay the District a fee, fixed annually and specified in the budget approved pursuant to Section 5 (Cost of Services), for the costs to replace apparatus and equipment utilized in the performance of services under this Agreement. The District will use reasonable, good faith efforts to submit applications on behalf of the City for grants to defray the replacement cost for apparatus and major equipment utilized in the performance of services under this Agreement.

5. Return Upon Termination.

Upon termination of this Agreement, the District will return to the City the apparatus and equipment identified in Exhibit 2 (City Fire Apparatus/Equipment Inventory) that was transferred to the District pursuant to Section 4(b)(1) if the apparatus and equipment are fit for service. The Parties acknowledge their mutual intent that the District return to the City, if necessary, the same equipment and apparatus that was transferred to the District pursuant to Section 4(b)(1), and that some or all of the equipment or apparatus may no longer be fit for service at the time of return. If some or all of the equipment or apparatus are no longer fit or service or are otherwise not able to be returned to the City, the District will endeavor to lease to the City such apparatus and equipment necessary for the City to conduct fire protection activities within the City, for a reasonable period of time and upon terms agreeable to both parties, until the City has procured replacement apparatus and equipment. The Parties will identify the specific apparatus and equipment to be returned or leased to the City in the transition plan to be developed pursuant to Section 9(b).

6. New Equipment.

The District may purchase new equipment as necessary in order to maintain adequate service levels and to ensure safe working conditions. The City will pay the District a fee, fixed annually and specified in the budget adopted pursuant to Section 5 (Cost of Services), for the costs to purchase new equipment related to the performance of services under this Agreement

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Section 5. Cost of Services.

a. Fire Budget.

1. Operating Budget.

For purposes of budgeting and billing for both the direct and indirect cost of services to be provided under this Agreement, the Fire Chief will annually prepare and submit a proposed budget for the succeeding fiscal year, as well as an updated 5-year cost projection, to the City Manager by January 15th. Prior to preparation of the proposed budget, the Fire Chief and City Manager, or their designees, shall meet to discuss factors potentially affecting the budget necessary to cover costs for the upcoming fiscal year.

Budgeted costs include but are not limited to those costs listed in Exhibit 3. Excluding labor-related costs (for example, employee salaries and benefits), if a proposed budget exceeds the approved budget from the immediately preceding fiscal year by more than 5%, the Fire Chief and City Manager will meet and confer in an attempt to identify potential cost savings and/or increases in revenue. The Fire Chief and City Manager will use their best efforts to, by March 1 of the same year, agree on a recommended budget that will be recommended for approval by their respective governing bodies.

If the City Manager and Fire Chief are unable to reach agreement concerning a recommended budget or the recommended budget is reduced to provide specified cost savings or the City does not approve the budget jointly recommended by the Fire Chief and the City Manager, the Parties acknowledge that services provided under this Agreement may be reduced accordingly.

For the term of this Agreement, the District has provided a 5-year cost projection as shown in Exhibit 4 (5-Year Cost Projection Provided by the District). The City acknowledges that Exhibit 4 contains projected costs, and that while the District will make good faith efforts to provide annual budgets in accordance with these projections, the amounts set forth in the annual budgets will differ from the 5-year cost projection.

The annual fire budget for Fiscal Year 2022/23, the first fiscal year during which services are provided under this Agreement, is attached as Exhibit 5. The Parties approve the attached Fiscal Year 2022/23 budget upon approval of this Agreement. Payments by the City pursuant to the Fiscal Year 2022/23 budget, and any Offsetting Revenues (as defined below) for Fiscal Year 2022/23, will be appropriately pro-rated based on the Commencement Date.

2. Offsetting Revenues.

A. The budget will reflect known revenues, other than those due and payable by City, that will be paid directly to the District and credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement (each an "Offsetting Revenue" and together, "Offsetting Revenues"). Offsetting Revenues may include but are not limited to grant funds obtained by the District on behalf of the City, revenues paid by the EMS Agency directly to the District due to the District's fulfillment of the City's obligations under the First Responder Agreements, and Measure X funds allocated by the Board of Supervisors.

B. The Parties acknowledge that by Resolution No. 2022/332, attached as Exhibit 7, the Board of Supervisors has allocated from Measure X funds $2,000,000 annually

through Fiscal Year 2027/28 to increase the level of fire protection services in the City. As provided in Resolution No. 2022/332, the Measure X allocation will be adjusted annually beginning in Fiscal Year 2023/24 by the percentage change in the Consumer Price Index-All Urban Consumers for the San Francisco-Oakland-Hayward Area for the twelve-month period ending with the February index of the calendar year in which the adjustment is made, but not to exceed 4 percent per year. The Parties also acknowledge that the continued allocation of funds by the Board of Supervisors is critical to the maintenance of service levels provided for in this Agreement. The Parties will utilize each annual allocation of $2,000,000, as adjusted, as an Offsetting Revenue under this Agreement.

3. Capital Requirements.

The Fire Chief will recommend any capital needs for Fire Station 73 or 74, as well as modifications to services that the City provides to directly support the provision of the District's contractual services. These recommendations will be submitted along with the annual fire budget and will be reflected in the recommended budget, as necessary.

4. Management of Budget.

A. If during the fiscal year, the Fire Chief believes in good faith that due to unanticipated circumstances the approved fire budget is insufficient in any respect to ensure the provision of service at the service levels required by this Agreement, the Fire Chief will immediately notify the City Manager in writing specifying the budgetary deficiency, along with a request for a budget modification that identifies all reasons for the proposed modification. "Unanticipated circumstances" means circumstances that the Fire Chief was not aware of prior to the District's approval of the fire budget; it does not include cost overruns that could reasonably have been anticipated or planned for.

B. The District will obtain written approval from the City, which will require authorization from the City Council, prior to making a modification to the budget approved by the City. If the budget modification is not approved by City, then the Parties acknowledge that there may be a decrease in service levels commensurate with the deficiency identified in the budget modification request.

C. Notwithstanding Sections 5(a)(4)(A) and (B) above, where new labor agreements are approved by the District Board of Directors that result in an increase to labor-related costs under this Agreement, the budget shall be deemed modified to account for such cost increases upon 5 days' written notice from the District to the City of such new labor agreements and associated budget modification, and without further approval by the City.

D. The Fire Chief shall notify the City Manager of matters pertaining to labor relations between the District and its recognized employee organizations, when the matters and the resolution of them will affect the service levels to the City or the City's costs pursuant to this Agreement.

b. Payment for Services.

1. City Payment.

A. The City will pay to the District the approved budget amount in consideration for the District providing any and all services to the City under this Agreement. Budget modifications are subject to Section 5(a)(4).

2. Method of Billing and Payment.

A. The City will pay the District monthly in advance within 30 calendar days of receipt of the monthly invoice. The monthly invoice amount will be equal to the difference of the annual fire budget and the sum of Offsetting Revenues and the Communication Center Allocation, divided by 12, plus any Budget Modification Prorations. A "Budget Modification Proration" is calculated by dividing a budget modification made pursuant to Section 5(a)(4) by the number of months remaining in a fiscal year at the time the budget modification is made. Budget modifications that occur mid-fiscal year will result in post-modification monthly invoice amounts that differ from pre-modification monthly invoice amounts.

B. In the event than an invoice is not paid (partially or in full) by the due date, a late fee of 1% simple interest of the unpaid balance will be assessed for each month or portion thereof that the invoice remains unpaid. The late fee will be assessed on the 1st day of each month following the due date.

c. Costs Associated with Development within the City.

The Parties acknowledge that development within the City may necessitate new or additional apparatus and equipment to enable the District to provide the fire protection services under this Agreement. The Parties also acknowledge that the City and developers, but not the District, should bear the costs of new or additional apparatus and equipment required due to development within the City. In the event that the Fire Chief determines that development within the City is likely to require new or additional apparatus or equipment, including, for example, a ladder truck, the Fire Chief shall notify the City Manager. The Parties will meet and confer as provided for in Sections 3(e)(l) and 5(a)(3) to discuss planned and prospective development within the City, the associated impacts to the services provided under this Agreement, and the options for funding of any changes to services or the need for new or additional equipment or apparatus. The City currently collects Fire Development Impact Fees on new development in the City, and will make such fees available to address capital improvement and apparatus needs as development within the City occurs. Regardless of the availability of Fire Development Impact Fees, the City will remain responsible for paying the above-described costs associated with development within the City.

Section 6. Personnel.

a. The Parties anticipate that as a result of this Agreement and the District's provision of fire protection services to the City, some or all of the persons identified in Exhibit 6 (City of Pinole List of Fire Department Employees) may elect to leave City employment to become District employees.

b. Except through payments made pursuant to Section 5 (Cost of Services), the City is not responsible for paying salaries, wages, or other compensation to District personnel performing services under this

Agreement for the City, nor is the City liable for any District retirement obligation or other post-employment benefit to any District employee arising out of their employment with the District. The City is not liable for compensation or indemnity to any District employee for injury or sickness arising out of their employment with the District, except as part of the City's payment of indirect expenditures and Risk Management costs to the District and as otherwise provided in this Agreement. This Section does not negate any of the City's obligations pursuant to Section 5 (Cost of Services) above.

c. The District is not liable for compensation or indemnity to any District employee for injury or sickness arising out of their employment with the City. The District is not liable for any City retirement obligation or other post-employment benefit to any District employee arising out of their employment with the City.

Section 7. Indemnification.

a. Indemnification by the City.

The City shall defend, indemnify, and hold harmless the District, its governing body, officers, employees, representative, and agents from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, death, or injury to persons or property from any cause whatsoever arising directly or indirectly from or connected with any act or omission of or purported act or omission of the City, its governing body, officers, employees, representative, or agents in connection with or arising out of the performance by the City, its governing body, officers, employees, representative, or agents of this Agreement, and with regard to any alleged illegality or unconstitutionality of a City ordinance. The City shall reimburse the District for any expenditures, including reasonable attorney's fees and costs, the District may make by reason of such matters and, if requested by the District, shall defend any such suit at the sole cost and expense of the City. The City's obligations under this subsection shall exist regardless of concurrent negligence or willful misconduct on the part of the District or any other person; provided, however, that the City shall not be required to indemnify the District for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the District, its governing body, officers, employees, representative, or agents.

The District agrees to give the City prompt written notice of any claims or other matter as to which the District believes this indemnification provision is applicable. The City will, at its sole cost and expense, provide counsel reasonably acceptable to the District, to contest or defend any such claim. Neither party, nor their successors or assigns, shall admit any liability to any matter for which indemnification is sought, or settle, compromise, pay, or discharge the same without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and the District shall reasonably cooperate with the City in the contest and defense thereof.

b. Indemnification by the District.

The District shall defend, indemnify, and hold harmless the City, its governing body, officers, employees, representative, and agents from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, death, or injury to persons or property from any cause whatsoever arising directly or indirectly from or connected with any act or omission of or purported act or omission of the District, its governing body, officers, employees, representative, or agents in connection with or arising out of the performance by the District, its governing body, officers, employees, representative, or agents of this Agreement. The District shall reimburse the City for any expenditures, including reasonable attorney's fees and costs, the City may make by reason of such matters and, if requested by the City, shall defend any such suit at the sole cost and expense of the District. the District's obligations under this subsection shall

exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that the District shall not be required to indemnify the City for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the City, its governing body, officers, employees, representative, or agents.

The City agrees to give the District prompt written notice of any claims or other matter as to which the City believes this indemnification provision is applicable. The District will, at its sole cost and expense, provide counsel reasonably acceptable to the City, to contest or defend any such claim. Neither party, nor their successors or assigns, shall admit any liability to any matter for which indemnification is sought, or settle, compromise, pay, or discharge the same without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and the City shall reasonably cooperate with the District in the contest and defense thereof.

c. Indemnification Obligations Survive Termination.

The obligations created by this Section 7 shall survive the expiration or termination of this Agreement as to activities occurring or being carried out during the term of this Agreement in the performance of this Agreement.

Section 8. Insurance.

a. General and Auto Liability.

The District will maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than $10 million insuring all liability of the District and its authorized representatives arising out of and in connection with the provision of service by the District under this Agreement, including the use and/or occupancy of City-owned real property and premises.

The City will be named as an additional insured and the policy must contain cross liability endorsements. An endorsement must be provided which states that the District's insurance coverage shall be primary. The District may self-insure to these limits of coverage. The District will furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The District will provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, to the City upon request.

b. Property Insurance.

The District will not maintain any insurance for City-owned real property and buildings, including but not limited to City-owned fire stations, or the contents of the City-owned buildings, except as otherwise specified in this Agreement or in the Leases. The District will maintain a standard All Risk policy to ensure its own personal property.

c. Workers' Compensation Insurance.

The District will maintain Workers' Compensation Insurance as required by the State of California in Employers Liability Insurance. Employers Liability Insurance shall have limits of no less than $1 million per accident for bodily injury or disease. The District may self-insure to the limits of coverage. The District will provide the City with a waiver of subrogation against the City, its officers, officials, employees, and volunteers for all claims on or after the Commencement Date arising during the term of this Agreement.

d. Workers' Compensation Claims for Employees in Exhibit 6.

1. The City is fully responsible for all Workers' Compensation claims with date of injury prior to the Commencement Date, with respect to the persons identified in Exhibit 6 (City of Pinole List of Fire Department Employees). The City will administer the claims and is solely liable for all administration and settlement costs. The City is also responsible for claims that are incurred prior to the Commencement Date AND that are:
   A. Reopened;
   B. Incurred but not reported;
   C. Submitted for new and further disability; or
   D. Incurred subsequently and consequently to the original claim

2. The District is responsible for Workers Compensation claims of District employees that are not the responsibility of the City pursuant to paragraph 1 above or another entity. The District will administer the claims and is solely liable for all administration and settlement costs.

3. The District will administer cumulative trauma claims that span the City and the District; however, the District will, immediately upon receipt of a cumulative trauma claim, send a copy of said claim to the City. The Parties will meet and confer prior to the District taking any action on the claim, unless the District is required to take immediate action or circumstances do not allow adequate time to meet and confer, in which case the District will notify the City as soon as possible. The cost of administration and settlement shall be pro-rated between the District and the City based on the length of services for each employer. Should the claim involve prior employers, the City will be responsible for the service time. The City and the District agree to cooperate with each other in the administration of the claims that involve both Parties, including any decisions or determinations regarding industrial disability retirement. This includes, but is not limited to, the sharing of notes, reports, and other documents. The City will have the right to review and contest any determination of a recurrence of a prior injury. In the event that an agreement cannot be reached, the City and the District will accept the Worker's Compensation Appeals Board decision as the final decision and without further appeal rights on this limited issue.

e. Industrial Disability Retirement.

The City will be solely responsible for making the determination of industrial disability retirement for CalPERS retirement application for the employees listed in Exhibit 6.

Section 9. Miscellaneous.

a. Term and Extension by Mutual Agreement; Commencement of Services.

This Agreement will commence at 12:01 a.m. on the Effective Date, and will continue until 11:59 p.m. on June 30, 2028, unless extended as mutually agreed upon in writing by both Parties in accordance with the provisions herein. The District will commence services provided for under this Agreement on a date ("Commencement Date") mutually agreed upon and authorized in writing by the Parties, which authorization may be given by the Fire Chief for the District and the City Manager for the City. In order to provide notice to the affected employee organization, the Parties will endeavor to mutually agree upon

and authorize a Commencement Date at least 30 days prior to the Commencement Date. Prior to the Commencement Date, the District and City will jointly participate in a mutually agreed upon communications effort to educate the public about the transition of fire services.

The term of this Agreement and the term of the Leases may be extended for one 5-year term by mutual written agreement of the Parties executed by the Fire Chief and by the City Manager for City. Unless otherwise agreed by the Parties, the extension agreement must be fully executed at least 12 months prior to the then-effective termination date.

The City and the District agree to jointly prepare a review and analysis of services provided to the City by March 31, 2027. The District will prepare an updated 5-year cost projection, for the purpose of inclusion in an extension agreement, if any such extension agreement is agreed to and executed by the Parties.

b. Termination.

Notwithstanding Section 9(a) above, this Agreement may be unilaterally terminated by either party by giving 12 months' written notice of termination to the other party. The contract termination date specified in the notice of termination may be extended by mutual agreement. The Parties acknowledge that the termination of this Agreement would require extensive operational adjustments for both Parties. The Parties further acknowledge that any fire service interruption would result in risks to public welfare. Within 60 days of a notice of termination by either party, the Parties will coordinate to develop a transition plan. The transition plan will include specific implementation deadlines, including any modification to the contract termination date, and will address matters including but not limited to service levels during the transition period and the return or lease of apparatus and equipment by the District to the City.

The Parties will meet and confer in good faith regarding any dispute between the Parties over the implementation of any provisions in this Section 9(b). Any dispute that is not resolved by meeting and conferring will be submitted to non-binding mediation conducted by a JAMS mediator. The Parties agree to meet and confer as soon as practically possible regarding the selection of the mediator and, if possible, agree to mediate the dispute within 45 calendar days. However, nothing in this provision shall be construed so as to delay any of the time periods above, including the development of a transition plan and implementation thereof.

c. Notices.

All notices required or permitted hereunder will be deemed sufficiently given if delivered by hand or mailed, by United States mail, postage prepaid, certified or registered mail, addressed to the Parties at the addresses set forth below or to such other address as may from time to time be designated in writing.

To DISTRICT:
Contra Costa County Fire Protection District
Attn: Fire Chief
4005 Port Chicago Highway, Suite 250,
Concord, CA 94520

With a copy to:
Contra Costa County
Public Works Department
Attn: Principal Real Property Agent

40 Muir Road
Martinez, CA 94553

To CITY:
City of Pinole
Attn: City Manager
2131 Pear Street
Pinole, CA 94564

d. Further Obligations.

The Parties recognize that this Agreement cannot represent a complete expression of all issues that may arise during the performance of the Agreement. Accordingly, the District and City agree to meet and confer in good faith over any issue not expressly described herein.

e. No Assignment.

Neither party may assign, delegate, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

f. Exhibits.

All exhibits referred to herein are attached hereto and are, by this reference, incorporated herein. Exhibits to this Agreement include:

Exhibit 1:	Service Area Map
Exhibit 2:	City Fire Apparatus/Equipment Inventory
Exhibit 3:	List of Budgeted Costs
Exhibit 4:	5-Year Cost Projection Provided by the District
Exhibit 5:	Fiscal Year 2022/23 Fire Budget
Exhibit 6:	City of Pinole List of Fire Department Employees
Exhibit 7:	Contra Costa County Board of Supervisors Resolution No. 2022/332

g. Severability.

If any provision of this Agreement (including without limitation any phrase, provision, covenant, or condition) is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

h. Governing Law, Jurisdiction, and Venue.

The interpretation, validity, and enforcement of this Agreement is governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement is to be filed and heard in a court of competent jurisdiction in the County of Contra Costa.

i. Alternative Dispute Resolution.

Except as otherwise provided for in this Agreement, all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred to non-binding mediation before, and as a

condition precedent to, the initiation of any legal proceeding. The Parties will jointly select a qualified professional with expertise in the subject matter of the dispute. In order to commence the mediation process, a party must notify the other party in writing of its intent to commence mediation. Each party will propose one or more mediators within 14 days of the date notice is sent. The proposed mediators must be available to conduct the mediation within the following 60 days. The Parties will make a good faith effort to agree to a mediator within 30 days of the date the notice is sent. If the Parties cannot agree to a mediator, then each party shall select one mediator, and the two mediators selected by the Parties shall meet to jointly select the mediator to conduct the mediation. The cost of mediation shall be divided equally between the Parties.

j. Amendment of Agreement.

This Agreement may be amended or modified only by the mutual agreement of the Parties. No amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

k. Authority.

Each party, or the representative(s) signing this Agreement on behalf of a party, represents and warrants that it has full power and authority to enter into this Agreement and to perform the obligations set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

_____
Lewis T. Broschard III, Fire Chief

Attest:
Clerk of the Board

By: _____
Deputy Clerk

Approved by County Administrator:
MONICA NINO

By: _____
County Administrator/Designee

Approved as to form:
MARY ANN McNETT MASON,
County Counsel

By: _____
County Counsel/Designee

CITY OF PINOLE

_____
Andrew Murray, City Manager

Attest:

_____
Heather Bell, City Clerk

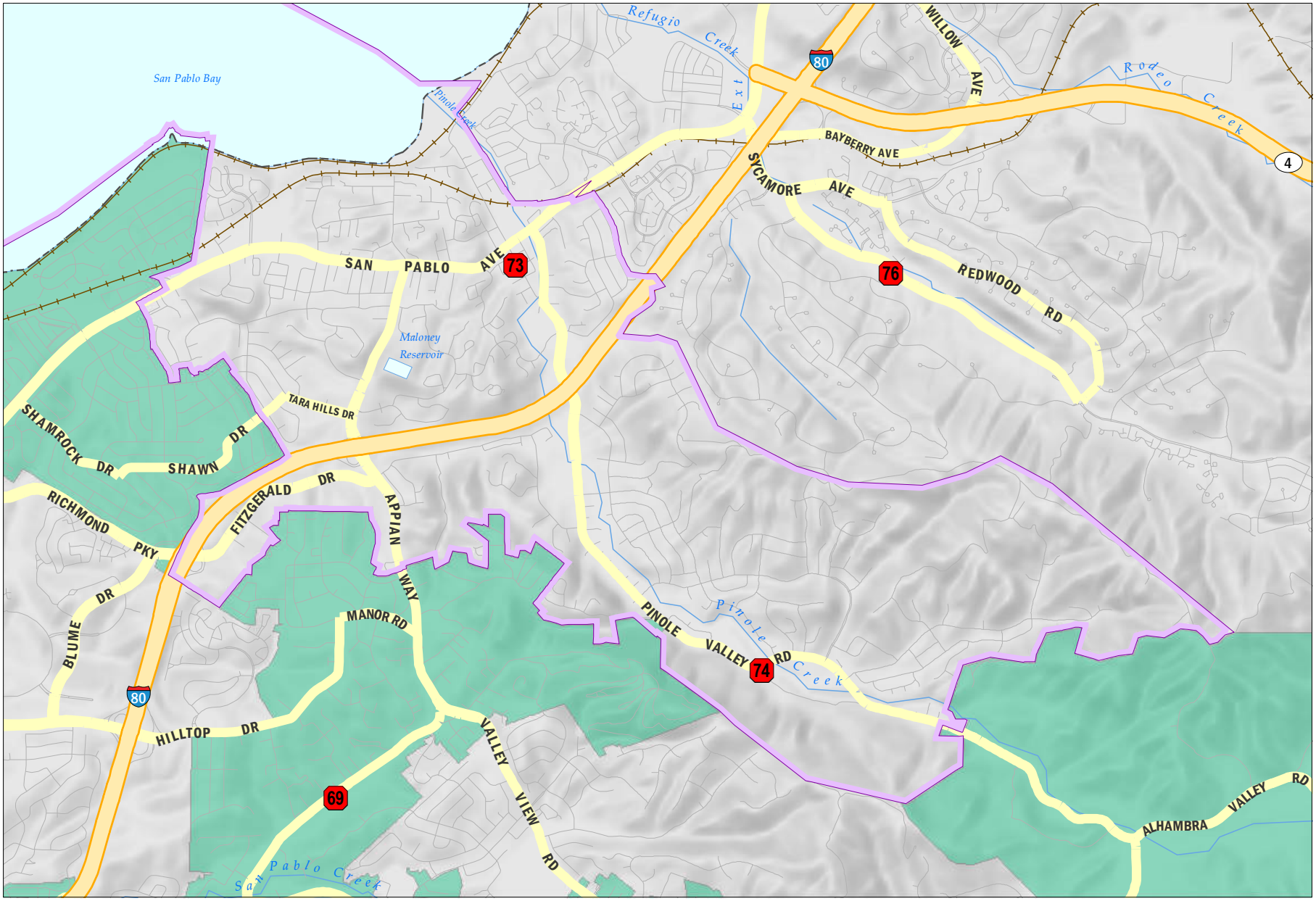
Approved as to form:

_____
Eric Casher, City Attorney

Exhibit 1
Service Area Map

Return to Agenda

EXHIBIT 1



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Fire Station

CCC Fire Protection District

Source: CCCFPD 2022;

Contra Costa County
Fire Protection District
CCCFPD

PINOLE CITY LIMITS

Exhibit 2
City Fire Apparatus/Equipment Inventory

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EXHIBIT 2

City of Pinole Apparatus and Capital Equipment Inventory

APPARATUS

qty	Description	Manufacturer	Model	VIN	Year of Manufacture
1	Type I Fire Engine	Seagrave	Capitol	1F9EN28TOLCST2024	2020
1	Type I Fire Engine	Spartan	Metro Star	4S7CT2D96EC078960	2014
1	Type VI Fire Engine	Ford	F-550	1FDAF57F51ED01440	2001
1	Type III Fire Engine	International/Rosenbauer	7400	1HTWEAZR58J674916	2008
1	Chief Officer Car	Ford	Interceptor	1FM5K8ATXFGA70298	2015
1	Chief Officer Car	Ford	Expedition	1FMJU1GT0KEA29207	2019
1	Chief Officer Car	Ford	Expedition	1FMFU16578LA84072	2008
1	Utility Pickup	Ford	F-250	1FTSW21P86EB84873	2006
1	UTV	Polaris	Ranger Crew 1000	4XAT6E991L8877944	2020

EQUIPMENT (Replacement Cost exceeding $5,000 per item)

qty	Description	Manufacturer	Model	City Asset Number (if any)	Year of Purchase
1	Monitor/Defibrillator	Physio Control	LP15	N/A	2019
1	Monitor/Defibrillator	Physio Control	LP15	N/A	2012
1	Monitor/Defibrillator	Physio Control	LP15	N/A	2012
17	Motorola Portable Radio	Motorola	APX 7000 XE	N/A	2011
7	Motorola Mobile Radio	Motorola	APX 7500	N/A	2011
1	Motorola Mobile Radio	Motorola	APX 7500	N/A	2015
2	Motorola Mobile Radio	Motorola	APX 7500	N/A	2020
2	Motorola Base Radio	Motorola	APX 7500	N/A	2011
1	Motorola Base Radio	Motorola	APX 7500	N/A	2020
1	Extrication Equipment Spr	Hurst	e-draulic	N/A	2015
1	Extrication Equipment Cut	Hurst	e-draulic	N/A	2015
1	Extrication Equipment Ram	Hurst	e-draulic	N/A	2015
1	Extrication Equipment Spr	Amkus	Ion	N/A	2020
1	Extrication Equipment Cut	Amkus	Ion	N/A	2020
1	Extrication Equipment Ram	Amkus	Ion	N/A	2020

Exhibit 3
List of Budgeted Costs

Permanent Salaries – 18 positions
Holiday Pay
Scheduled FLSA Overtime
Uniform Allowance
Retirement
Health Insurance
Workers' Compensation Insurance
FICA
Fuel
Apparatus Replacement
Firefighting and EMS Supplies and Equipment
Apparatus Maintenance and Repair
Overtime and Backfill Compensation
Training and Classes
Misc. Household Expenses
Personal Protective Equipment
Battalion Chief Allocation
Shift Training Captain Allocation
Administration Allocation
Communication Center Allocation

Exhibit 4
5-Year Cost Projection Provided by the District

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EXHIBIT 4

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast
Personnel Costs	$2,540,000	$2,616,200	$2,694,686	$2,775,527	$2,858,792	$2,944,556
Employee Benefits	$3,461,572	$3,738,498	$4,037,578	$4,360,584	$4,709,430	$5,086,185
Materials and Supplies	$173,872	$187,782	$202,804	$219,029	$236,551	$255,475
Equipment Replacement	$305,000	$320,250	$336,263	$353,076	$370,729	$389,266
Communication Center Allocatic	$172,498	$179,398	$186,574	$194,037	$201,798	$209,870
Administration Allocation	$648,044	$686,927	$728,142	$771,831	$818,141	$867,229
Total Operating Costs	$7,300,986	$7,729,054	$8,186,046	$8,674,082	$9,195,442	$9,752,581
Measure X Allocation*	-$2,000,000	-$2,080,000	-$2,163,200	-$2,249,728	-$2,339,717	-$2,433,306
Net Costs of CCCFPD Contract	$5,300,986	$5,649,054	$6,022,846	$6,424,354	$6,855,725	$7,319,275

*Includes maximum 4% escalator for Measure X contributions

Exhibit 5
Fiscal Year 2022/23 Fire Budget

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EXHIBIT 5

Fiscal Year 2022/23 Fire Budget (Prorated 1/1/23-6/30/23)

Amount	Description
$635,000	Permanent Salaries - 9 positions
$51,054	Holiday Pay
$16,574	Scheduled FLSA Overtime
$2,943	Uniform Allowance
$439,365	Retirement
$109,544	Health Insurance
$28,575	Worker's Compensation Insurance
$9,208	FICA
$11,000	Fire Station Utilities
$15,525	Fuel
$62,500	Apparatus Replacement
$13,750	Firefighting & EMS Supplies and Equipment
$12,500	Apparatus Maintenance and Repair
$114,300	Overtime & Backfill Compensation
$5,000	Training & Classes
$2,500	Misc. Household Expenses
$5,000	Personal Protective Equipment
$77,000	Battalion Chief Allocation
$19,775	Shift Training Captain Allocation
$163,111	Administration Allocation
$1,794,222	Total Single Fire Station Operating Costs
$3,588,444	Two Fire Stations - staffing and total costs
$172,498	Communication Center Allocation*
($1,000,000)	Prorated Measure X Contribution
$2,760,942	**Total Contract Costs**

*Communication Center Allocation is not prorated - this is an annual set cost

Exhibit 6
City of Pinole List of Fire Department Employees

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EXHIBIT 6

Name	Pinole FD Classification	Hire Date
Dale Blume	Fire Engineer	10/23/2017
Seaborn Chiles	Firefighter/Paramedic	02/07/2022
Andrew Corwin	Firefighter/Paramedic	05/17/2021
Michael Crooks	Fire Captain	10/05/1998
Steven Dorsey	Fire Captain (Admin)	04/10/2001
Cory Higgins	Fire Engineer	10/18/2019
Eric Holt	Fire Engineer	10/23/2017
Daniel Houts	Firefighter/Paramedic	05/17/2021
Javier Lopez	Fire Captain	01/13/2014
Matthew Ludwig	Fire Captain	07/01/2013
Kyle Metzler	Firefighter/Paramedic	05/17/2021
Gregory Sekera	Fire Captain (Admin)	06/01/2004
Charles Trester	Firefighter/Paramedic	02/07/2022
Clint Ballard	Firefighter/Paramedic	06/01/2022
James Brooks	Fire Battalion Chief	01/02/1999

Exhibit 7
Contra Costa County Board of Supervisors Resolution No. 2022/332

EXHIBIT 7

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 09/20/2022 by the following vote:

AYE:	4	**John Gioia** **Candace Andersen** **Karen Mitchoff** **Federal D. Glover**
NO:		
ABSENT:	1	**Diane Burgis**
ABSTAIN:		
RECUSE:		

Resolution No. 2022/332

In the Matter of: Allocating Measure X Funds for Ongoing Fire Protection Services

WHEREAS on November 3, 2020, voters in Contra Costa County approved Measure X, a Countywide, 20-year, half-cent sales tax with the intent "to keep Contra Costa's regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.";

WHEREAS on November 16, 2021, the Board of Supervisors adopted a Measure X expenditure allocation plan that included annual funding of $9.0 million through June 30, 2024, for the provision of fire protection services in the service area of the former East Contra Costa Fire Protection District and in the cities of Antioch and Pinole;

WHEREAS the Contra Costa County Fire Protection District (District) and the City of Pinole intend to leverage Measure X funds for an increased level of fire protection services in the City of Pinole;

WHEREAS the Board of Supervisors acknowledge the ongoing funding needs of the Contra Costa County Fire Protection District beyond the initial allocation through June 30, 2024, to support the provision of fire protection services by the District in the service area of the former East Contra Costa Fire Protection District and in the cities of Antioch and Pinole; and

WHEREAS the Board of Supervisors acknowledge that increased funding allocations are necessary to maintain service levels and to offset annual increases in the operating costs of funded programs.

NOW THEREFORE, the Contra Costa County Board of Supervisors resolves as follows:

1. The Board of Supervisors makes the following annual allocations of Measure X funds to the District through June 30, 2028:

   a. $2.0 million to support the provision of fire protection services, subject to the execution of a fire protection service agreement between the District and the City of Pinole.
   b. $3.5 million to support the provision of fire protection services in the service area of the former East Contra Costa Fire Protection District and the reopening of Fire Station 54 in the City of Brentwood.
   c. $3.5 million to support the provision of fire protection services in the District through the reopening of Fire Station 81 in the City of Antioch.

2. Beginning with Fiscal Year 2023/24, each of the above funding allocations will be adjusted annually by the percentage change in the Consumer Price Index-All Urban Consumers for the San Francisco-Oakland-Hayward Area for the twelve-month period ending with the February index of the calendar year in which the adjustment is made, but not to exceed 4 percent per year.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: September 20, 2022

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

By: June McHuen, Deputy

Contact: Paul Reyes 925.655.2049

cc:

ATTACHMENT B

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AGREEMENT

between the
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
and the
CITY OF PINOLE
for Fire Protection Services

THIS FIRE PROTECTION AGREEMENT ("Agreement") is dated January 1, 2023 (the "Effective Date") and is between the CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district formed under the Fire Protection District Law of 1987 (Health and Safety Code Sections 13801 et seq.) and governed by the Board of Supervisors of the County of Contra Costa as its Board of Directors ("("District"), and the CITY OF PINOLE ("City"), a municipal corporation, referred to herein collectively as the "Parties."

RECITALS

A. The City desires to expand and supplement the current fire protection services provided within the City. Currently only one of the City's two fire stations (Fire Station 73) is operational. Fire Station 74 has been closed since 2011.

B. The District is willing and able to provide a level of fire protection services within the City that would exceed current service levels. The Parties intend that the District will be paid for all direct and indirect costs incurred in the performance of services under this Agreement.

C. The Parties intend to leverage those Measure X funds that are available for increasing the level of fire protection services in the City to facilitate this partnership for services between the District and the City. The Parties acknowledge that pursuant to Resolution No. 2022/332, the Contra Costa County Board of Supervisors has allocated from Measure X funds $2,000,000 annually, adjusted annually as provided in the resolution, through ~~fiscal year 2023/24~~Fiscal Year 2027/28 for this purpose. ~~The Parties also acknowledge that the Contra Costa County Board of Supervisors may take additional actions to further allocate or commit Measure X funds that may be utilized by the Parties to offset costs incurred in the provision of fire protection services under this Agreement.~~

D. Because the City is not within the District service boundary, the Parties propose to enter into this fire protection agreement pursuant to Government Code section 56134. The Parties acknowledge that the services provided for in this Agreement may not commence unless and until ~~this Agreement is approved by~~ the Contra Costa County Local Agency Formation Commission authorizes the District to provide the services contemplated herein.

E. Simultaneous with the execution of this Agreement, the City and the District are entering into two leases, one for Fire Station 73 and one for Fire Station 74 (each a "Lease" and together, the "Leases") that set forth the terms under which the District will occupy the two stations during the term of this Agreement. The Leases and any amendments thereto are incorporated into this Agreement by reference.

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AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

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~~Section 1.~~

Section 1. Recitals.

The foregoing recitals are true and correct.

Section 2. ~~Section 2.~~ Definitions.

As used in this Agreement:

a. "Board of Directors" means the Contra Costa County Board of Supervisors acting as the Board of Directors of the Contra Costa County Fire Protection District and governing body of the District.

b. "Board of Supervisors" means the Contra Costa County Board of Supervisors acting as the governing body of the County of Contra Costa.

c. "District" means the Contra Costa County Fire Protection District or any successor organization or successor governmental entity.

d. "City" means the City of Pinole.

e. "City Council" means the City Council of the City of Pinole.

f. "City Manager" means the City Manager of the City of Pinole.

g. "County" means the County of Contra Costa.

h. "Fire Chief" means the fire chief of the District.

i. "Fiscal Year" means the annual period commencing on July 1 and ending June 30.

j. Fire specific terminology used in this agreement (e.g. Shift, Company, Quint, Engine, etc.) shall be used in a manner consistent with the definitions published by the National Fire Protection Agency (NFPA) on its website at https~~://www.nfpa.org/Codes-and-Standards/Resources/Glossary-of-Terms, as revised from time to time.~~://www.nfpa.org/Codes-and-Standards/Resources/Glossary-of-Terms, as revised from time to time.

Section 3. ~~Section 3.~~ Scope of Services.

Within the boundaries of the City, the District will provide and be fully responsible for the following services.

a. Incident Response.

1. General Service Criteria.

A. Response Area.

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The District will provide the services identified below to the areas within the incorporated limits of the City, as shown on Exhibit 1.

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B. Station Location/Staffing.

There are two fire stations located in the City. The stations will be staffed at a minimum as described below.

Response Configuration

Fire Station 73 880 Tennent Avenue Pinole, CA 94564	1 Engine Company	3 Personnel
Fire Station 74 3700 Pinole Valley Road Pinole, CA 94564	1 Engine Company	3 Personnel

Within the City boundaries, the District will maintain a minimum staffing level of six (6) personnel, consisting of two three-person companies per shift. Each company will consist of one Captain, one Engineer, and one Firefighter. Each company will be staffed at a minimum with one paramedic and two EMT-I trained personnel. In the absence of ranked positions, personnel working "out-of-class" (acting) will be used. ~~From~~A Type 1 Fire Engine shall be located at each of the two fire stations within the City's boundaries throughout the year. In addition, from June through October, ~~a Type I Fire Engine and~~ a Type VI Wildland Unit shall be located at each of the two fire stations within the City's boundaries, except that a Type III Wildland Unit may be located at one of the fire stations~~.~~ in lieu of a Type VI Wildland Unit. The Fire Chief may substitute the required apparatus for other apparatus on a limited, temporary basis when necessary for maintenance or other operational needs.

If engine companies stationed in the City leave the City for automatic aid within the District's Battalion 7 area (Pinole, El Sobrante, San Pablo, Hercules, and Rodeo), the District will arrange for appropriate back-up coverage to ensure that the City has adequate response capability. When companies stationed in the City leave the City for any planned (e.g., administrative or training) needs, the District will arrange for appropriate back-up coverage to ensure that the City has adequate response capability, with a minimum of one (1) Advanced Life Support ("ALS") company.

The response configuration above will only be changed upon mutual agreement between the Fire Chief and City Manager.

C. Response Levels.

The District will respond to incidents consistent with the District standard alarm assignments with the same level of response it provides to other areas served by the District and in a manner consistent with approved Contra Costa Operational Area policies.

D. Response Time.

On a single fire unit Priority 1 or Priority 2 emergency medical response, the District will endeavor to arrive at the scene within eight minutes and 30 seconds or less from the time that the company is first dispatched for 90% of all incidents. In multiple unit fire incidents, the District will endeavor to have the first due company arrive at the scene of an emergency incident within eight minutes and 30 seconds or less from

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the time that the company is first dispatched for 90% of all such incidents. The District will endeavor to have the remaining District first alarm units arrive at the scene of the incident within 18 minutes or less from the time that the first due company is dispatched for 90% of all such incidents.

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In the event that the District is unable to meet the above response times, the Fire Chief and the City Manager will confer regarding the District's ability to meet the above response times. The Fire Chief and the City Manager will discuss strategies to ensure such response times are met in the future.

Data on response times will be provided to the City Manager within 30 days of the end of the calendar quarter in which the responses occur. Data on response times will be reviewed on a quarterly basis as part of the scheduled meetings between the Parties.

E. Chief Officer Coverage.

The District will provide a Battalion Chief response for all first alarm fire and multiple apparatus incidents. For incidents of three alarms or greater, the District will also provide an Assistant Fire Chief (or greater rank) response and sufficient management staff to ensure appropriate management of the emergency.

F. Mutual Aid.

The District will continue to meet the District's pre-existing obligations with respect to mutual aid in accordance with but not limited to the Contra Costa County Fire Mutual Aid Plan, and all appropriate State of California interagency service agreements. The parties anticipate that the resulting mutual aid provided within the City will be equivalent to, or greater than, mutual aid provided to the City immediately prior to the Commencement Date. The District will work to develop expanded mutual aid, automatic aid, and mutual response areas with other fire departments adjacent to the City. The Parties acknowledge that the District has no obligation to independently meet the City's mutual aid obligations, if any, while performing services under this Agreement. The City shall notify its mutual aid partners that the City will not directly provide mutual aid during the term of this Agreement.

2. Fire Suppression.

Fire Suppression services will be provided in accordance with Section 3(a)(l) above, as applicable ~~and except as otherwise provided in this Section 3(a)(2).~~

3. Emergency Medical Response.

Emergency Medical Response Service will be provided in accordance with Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(3).

The District will fulfill and does hereby assume the City's obligations under the City's First Responder Agreements with the Contra Costa County Emergency Medical Services ("EMS") Agency, with the exception of response times which the District will make every reasonable effort to fulfill, which are hereby assigned to the District. The District's duty to fulfill the City's obligations under the First Responder Agreements with the EMS Agency will not affect any rights the City may have to receive revenues from the EMS Agency due to the City under the above agreements, as they may be amended from time to time, which revenues may be used by the City to pay the District for services performed under this Agreement. However, if the Contra Costa County EMS Agency pays any such revenues directly to the District due to the District's fulfillment of the City's obligations, those revenues paid directly to the District will be credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement.

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4. Hazardous Materials Response.

Response to Hazardous Material incidents will be in accordance with the provisions of Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(4).

The District will provide a Type II (as defined by FIRESCOPE) Hazardous Materials Team level of service to the City.

The District will provide trained personnel to perform hazardous materials operations when required in the City. These positions are staffed and equipped each day. Response time to the City will be the time necessary for notification and travel of the closest available District resource that meets the needs of the emergency incident.

5. Rescue Services.

The District will provide the City with rescue services in accordance with the provisions of Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(5).

The District will provide Type II (as defined by FIRESCOPE) rescue services to the City. This service is available as needed.

The District will provide trained Urban Search and Rescue Team (USAR) personnel to perform confined space and trench rescue operation when required in the City. These positions are staffed and equipped each day. Response time to the City will be the time necessary for notification and travel of the closest available District resource that meets the needs of the emergency incident.

6. Response to Mass Casualty Incidents.

The District will respond to mass casualty incidents in the City with the same level of response it provides to other areas served by the District.

7. Other Calls for Service.

The District will respond to all other calls for services~~,~~ , including, but not limited to fire alarms, hazardous conditions, flooding conditions, smoke investigations, and public service calls, in accordance with the provisions of Section 3(a)(l) above, as applicable ~~and except as otherwise provided in this Section 3(a)(7).~~

8. Homeland Security.

The District will represent the City, and proactively participate on its behalf, in the planning, coordination, and development of programs to address homeland security threats. The District will maintain a state of awareness and readiness to respond to incidents ~~–~~related to homeland security within the City.

9. Major Disaster Response.

In the event of a major disaster, the District will supplement the fire personnel assigned to the City by providing additional resources for direct response to an incident or move-up coverage from District stations outside of the City provided that supplemental resources are available.

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Upon activation of the City's Emergency Operations Center ("EOC"), the District will provide sufficient staff to operate assigned functions in the EOC. Release of personnel and resources may occur after evaluation of local conditions and upon mutual agreement by the City Manager and the Fire Chief.

The District will work cooperatively with the City to participate in the development and implementation of the Emergency Operations Plan ("EOP") by ensuring that it is reviewed, revised and updated as necessary, and exercised regularly. The District will recommend to the City plan updates to the EOP pertaining to fire, rescue, and emergency medical services issues.

The District will continue to participate in local or regional organizations necessary to ensure the City is represented in disaster preparedness and response.

~~10.~~ 10. Evacuation Coordination.

The District will coordinate with the Pinole Police Department for all evacuations in a manner consistent with standardized and unified incident command principles and procedures.

b. Dispatch Service.

The District manages the Contra Costa Regional Fire Communication Center which supplies fire and ambulance dispatch services to various areas in the County, including to the City, on a cost reimbursement basis. ~~,~~ The City will continue to pay its proportionate share of annual dispatch-related fees and charges~~,~~ ("Communication Center Allocation"), which is billed annually and will be ~~in addition to any payments made~~included as part of the annual fiscal year budget proposal pursuant to ~~this Agreement.~~Section 5(a)(1). The City's obligation to pay its proportionate share of annual dispatch-related fees and charges is not co-terminus with this Agreement and survives termination of this Agreement.

c. Community Education.

1. Fire Safety Programs.

To help preserve life and property, the District will coordinate the planning, development, and implementation of fire prevention and safety education training programs, which will be tailored to educate City residents and other members of the Pinole community, such as schools, businesses, community associations, and childcare providers. Fire prevention and safety training programs to be provided by the District will include the following programs, with such changes and adjustments as mutually agreed to by the Fire Chief and the City Manager.

Carbon Monoxide Alarm installations
CERT Fire training
CPR courses, BP checks
Eldercare and safety
Elementary School Fire Safety Programs
Exit Drills in the Home (EDITH)
Fire extinguisher use
Fire safety
Firewise Communities
Injury and fall prevention
Juvenile fire-starter program

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Smoke alarm installations
Wildland fire and evacuation preparedness

2. CPR Training.

The District will provide opportunities for CPR training to members of the Pinole community at no charge to the participant. This training will be provided within the boundaries of the City.

3. Community Emergency Response Team (CERT~~).~~) Training.

The District will work with City departments to offer fire-based Community Emergency Response Team training to members of the Pinole community. The District and the City will work together to ensure the training complements the City's current disaster preparedness programs.

4. Miscellaneous.

The District will respond to specific requests from the Pinole community including but not limited to fire station tours and ride-alongs.

d. Fire Prevention.

1. General.

The District, through its Fire Prevention Bureau, will provide fire prevention services consistent with the level of prevention services provided to other areas served by the District.

2. Fire Prevention Staffing.

The District will provide Fire Prevention Bureau staff to conduct annual state-mandated occupancy inspections and ~~Fire Code enforcement.~~Fire Code enforcement. The City and District will coordinate the District's Fire Code enforcement activities with the City's code enforcement activities, subject to any procedures mutually agreed upon by the City and District. Additional staff may be provided as necessary as determined by the District to review plans for new construction and inspect new construction.

3. Pre-development/Preliminary Planning.

The Fire Prevention Bureau will provide pre-development planning services. Pre-development planning will include but not be limited to the following activities:

A. Adherence to the pre-development/preliminary planning project review process established by the City's Community Development Department and as may be modified at the City's discretion.

B. Preparation of written comments based upon development/construction submittals made to the City.

C. Attendance (in person or virtually) at scheduled meetings with applicants as reasonably requested by the City.

D. Participation (in person or virtually) in requested modifications to the City's pre-

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development/preliminary planning process as reasonably requested by the City.

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E. Attendance (in person or virtually) at development review meetings as reasonably requested by the City.

4. Plan Submittal Review.

The District will review and provide comments on proposed construction plans and fire protection system plans to ensure compliance with the City's adopted codes and applicable standards. Applications and plans shall be submitted by the applicant directly to the Fire District's Fire Prevention Bureau at 4005 Port Chicago Highway, Suite 250, Concord~~—~~. Written comments, in a format consistent with District policies and procedures, will be attached to approved plans to inform applicants of District requirements. District review of submitted plans will be completed within the timelines established by the City and the District, provided the review can be performed with the staffing levels provided by this Agreement.

The City and District will ~~coordinate with~~establish mutually agreed upon procedures for accepting and reviewing plan submittals. In establishing such procedures, the ~~City~~ Parties will determine timelines for review and strive to ~~propose and evaluate~~make the ~~feasibility of~~ process ~~modifications, such~~ as easy as possible for applicants, including by providing an option for applicants to submit applications and plans at City Hall (in which case the City and District ~~accepting~~ will determine how to transfer such application and plans to the District for review). The Parties agree that, initially, the City will require applicants to submit one full set of plans in hard-copy for the District's review. The Parties agree to cooperate on fully accepting the electronic submission of plans~~, protocols for information exchange, and the~~ as well as the use of electronic review and commenting platforms, but acknowledge that a transition period will be necessary before this will be feasible. The City and District share the common goal of full integration of District and City plan review and permitting processes.

The City's current practice is to meet with applicant when plan check process extends beyond three reviews. As reasonably requested by the City, the District will attend (virtually or in person) meetings with applicants to discuss plan check comments when the plan check process extends beyond three revisions.

5. Fire Inspections.

The District will provide inspection and permit issuance services in accordance with the City's adopted Fire Code. All inspections will be conducted by qualified personnel. The City and District will agree upon policies and procedures for the conduct and tracking of inspections and permits, with the goal of eventually transitioning to the use of an electronic permitting and tracking system, consistent with the parties' goals of making the process as streamlined as possible for applicants.

A. General Inspections. In accordance with the City's adopted Fire Code, the District personnel will perform fire inspections relating to each of the following:

i. The hazard of fire and explosion arising from the storage, handling, or use of structures, materials, or devices.

ii. Conditions hazardous to life, property, or public welfare in the occupancy of structures or premises.

iii. Fire hazards in the structure or on the premises from occupancy or operation.

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iv. Matters related to the construction, extension, repair, alteration, or removal of fire suppression or alarm systems.

B. Fire Protection System Inspections. As part of the City's permitting process, District personnel will inspect fire protection system installations approved for permit by the District to verify compliance with the approved plans and applicable codes and standards.

C. Mandated Inspections. District personnel will conduct inspections of those occupancies mandated by the California Office of the State Fire Marshal.

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D. Construction Permit Inspections. District personnel will perform fire inspections for any required construction permit issued in accordance with the City's adopted Fire Code.

E. Operational Permit Inspections. District personnel will perform fire inspections for any required operational permit prior to initial issuance in accordance with the City's adopted Fire Code. Operational permit inspections will be completed based on the current District inspection schedule for non-~~State~~State mandated occupancies.

F. Business License Fire Inspection Program. Following a request by the City, the District will conduct business inspections for fire code compliance.

6. Pre-fire Plan Inspections for Target Hazard Occupancies.

The District will perform pre-fire plan inspections for relevant target hazard occupancies. Results of the inspections will be shared with other City departments as requested.

7. Fire Code Administration.

A. The District will administer and enforce City's adopted F—ire ~~Code~~Code, and applicable ordinances, and applicable state and federal codes and regulations.

B. The District will monitor changes to fire codes and provide the City with recommendations regarding proposed changes. The District's Fire Marshal will work with City Staff to complete the code adoption process.

8. Weed Abatement and Wildfire Management.

A. Weed Abatement Enforcement. The City will continue to provide weed abatement through its Code Enforcement Division. The District will assist in administering fire prevention related aspects of the City's weed abatement program including inspection of those parcels potentially needing abatement~~.~~, but the District is not responsible for conducting abatement of hazard parcels. The District will provide the City with information and supporting documentation, as requested and necessary, relating to any parcels that require additional enforcement and abatement. All work and abatement orders will be initiated and completed by the City for weed abatement issues.

B. Wildfire Mitigation Project. The City and the District will coordinate regarding wildfire mitigation projects that are not directly related to weed abatement issues, but the District is not responsible for conducting abatement of hazard parcels. Additionally, when applicable, the City and the District will coordinate in the preparation and submittal of grant funding applications relating to wildfire mitigation and in developing processes to prioritize and initiate wildfire mitigation projects.

9. Fire Investigation Service.

District fire investigators will be assigned to determine the cause of every major fire (2nd or

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Alarm), or where an injury or fire fatality occurs as a result of a fire incident within the City, and will conduct an investigation of every incident in which there is knowledge or suspicion that the crime of arson may have been committed. The District will attempt to determine the cause of all fires within the City as required by the Fire Code. District fire investigators will work with the Pinole Police Department and any other appropriate law enforcement agencies in the investigation process, as needed.

e. Administration.

1. Contract Administration.

The District designates the Fire Chief, or the Fire Chief's designated representative, to represent the District in all matters pertaining to the administration of this Agreement.

The City designates the City Manager, or the City Manager's designated representative, to represent the City in all matters pertaining to the administration of this Agreement.

The Parties desire to work cooperatively to ensure that the City receives cost effective services. Accordingly, the Parties desire to set forth a process for reaching agreement on mutually acceptable alterations to service delivery standards and material changes to the budget.

The ~~City and the~~ District will formally notify ~~one another~~the City prior to a service delivery change. The notification will provide adequate time for the ~~other party~~City to provide comment, express concerns, and to allow for agreement on the aforementioned changes and modifications. Except for temporary changes lasting fewer than ten (10) days, the District will obtain written approval from the City prior to making a service delivery change. Any changes to the staffing levels per company or fire stations identified in Section 3(a)(l)(B) are modifications to the Agreement subject to Section 9(j).

2. Fire Chief Designation.

The Fire Chief is hereby designated by the City as the City of Pinole Fire Chief and will have and possess such authority as the City Municipal Code and general laws provide for the City's Fire Chief~~, except that the Fire Chief shall not…~~.

3. Liaison to City.

A. The District designates the Fire Chief or designee (at no time below the rank of Assistant Fire Chief) as the direct liaison to the City Manager. Liaison responsibilities will include but are not limited to:

i. Attendance by the Fire Chief or designee at City Council meetings when requested by the City Manager upon reasonable advance notice; and

ii. Meetings with the City Manager as requested by either the Fire Chief or City Manager to discuss budget, operational, or other issues which may arise.

B. The District will promptly notify the City Manager when any of the following significant incidents occur within the City.

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i. Incidents involving deaths or serious injuries to citizens or first responders.

ii. Mass casualty incidents involving more than six patients.

iii. Second-alarm, and better, structure fires.

iv. Structure fires resulting in displacement of multiple residents.

v. Third-alarm wildland fires, or any wildland fires utilizing air support resources.

vi. Hazardous materials incidents requiring entry.

vii. Incidents with significant impacts on residents based on size, scope, or duration.

viii. Any incident that has attracted, or is expected to attract, significant media attention.

4. Community Events.

As reasonably requested by the City Manager, the District will participate in the planning and implementation of community activities, such as local fireworks celebration, tree lighting ceremonies, Chamber of Commerce functions, and similar events, to address fire safety issues.

5. Reports and Records.

A. The District will maintain sufficient records to enable the City to meet its reporting obligations and needs as they relate to the provision of services as provided for in this Agreement, including but not limited to the District's obligation to provide quarterly reports on response times. The records maintained by the District will also include: (i) the total number of calls for service responded to by each of Fire Station 73 and 74; (ii) the number of calls for service responded to by each of Fire Station 73 and 74 for incidents occurring outside of the City; and (iii) the number of calls for service responded to by the District from locations other than Fire Stations 73 or 74 for incidents occurring within the City.

B. The District will maintain financial records related to the performance of services under this contract.

C. The District will provide the City Manager with financial reports reasonably requested by the City Manager.

D. Upon request by the City Manager, the District will make available its records related to services performed under this Agreement for audit and inspection by the City Manager, or the City Manager's designated representative.

E. Upon request, the District shall provide the City with copies of any records related to this Agreement that are subject to disclosure pursuant to the California Public

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~~this Agreement that are subject to disclosure pursuant to the California Public Records Act.~~

F. The District will conduct or have conducted a yearly independent audit of the District's overall financial performance. The District will provide the audit reports to the City Manager within 30 days of publication. The District will provide any financial information required by the Governmental Accounting Standards Board for the City's financial reporting that is in the District's possession or control.

6. Fire Complaints and Requests for Service.

A. The District will inform the City Manager of any and all complaints received by the District regarding the services provided to the City by the District.

B. The District will strive to provide a high level of customer service to the City in accordance with the District and the City's customer service philosophies.

7. Fire System Planning.

A. The Fire Chief will assist the City in planning the extension of fire services and facilities as the City grows.

B. If, as a result of annexation of territory, the City requires additional contract services to provide fire and emergency services to areas not currently served by the City, through its contract with the District, the Fire Chief and the City Manager may negotiate a mutually acceptable amendment to this Agreement to provide such services. Any amendment to this Agreement will become effective upon its approval by the governing bodies of the District and the City.

C. This paragraph does not apply to those services provided under mutual aid, automatic, and/or other interagency response agreements.

8. Fees.

A. The District will assist the City in the development of an appropriate fee schedule for fire services rendered in the City by the District. The District will provide the documentation necessary to support the imposition of fees by the City.

B. All fees attributable to the services provided by the District under this Agreement shall accrue to and are the property of the District. Nothing herein shall limit the City's ability to charge fees attributable to services provided by the City.

C. Any fees collected by the City for services performed by the District will be accounted for by the City and remitted to the District.

~~9.~~ 9. Miscellaneous Revenue Collection.

~~A.~~ A. The District will endeavor to implement a program consistent with District

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policy for seeking reimbursement for the cost of the District's response to accidents or other events. Any cost reimbursements received by the District for incidents

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occurring within the City will be credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement.

~~B.~~ B. The District will use reasonable efforts to obtain grants for one-time and ongoing capital and operational expenditures.

Section 4. ~~Section 4.~~ Facilities, Apparatus, and Equipment.

a. Buildings and Real Property.

1. Use of Pinole Fire Station Nos. 73 and 74.

The City will provide the District use of the City-owned fire stations described as Fire Station 73, 880 Tennent Avenue, Pinole, CA 94564, and Fire Station 74, 3700 Pinole Valley Road, Pinole, CA 94564, for performance of services under this Agreement. The City will provide the District use of these facilities at no cost to the District. Responsibility for maintenance of the ~~building~~buildings and grounds are as set forth in the Leases.

To the extent there is a conflict between this Agreement and the Leases concerning the use and maintenance of Fire Stations Nos. 73 and 74, the terms of the Leases shall control. In all other respects, the terms of this Agreement shall control.

2. Office Space.

Fire Station 73 includes office space for use by District fire inspectors. In accordance with the Lease for Fire Station 73, the City will provide the District use of these facilities at no cost to the District.

3. Return Upon Termination.

Upon termination of this Agreement, the District will vacate Fire Station Nos. 73 and 74, and will remove any and all materials, equipment, and improvements that are not to remain on the premises as set forth in the Leases.

b. Apparatus/Equipment.

1. Transfer of Apparatus and Equipment.

The City will transfer to the District ownership of the apparatus and equipment identified in Exhibit 2 (City Fire Apparatus/Equipment Inventory) in consideration of the District's performance of services under the terms of this Agreement. The District will be responsible for maintaining registration and licensing of all transferred apparatus and equipment.

2. Maintenance.

The District will be responsible for maintenance and repair of all apparatus and equipment. The City will pay the District a fee, fixed annually and specified in the budget approved pursuant to Section 5 (Cost of Services), for the costs of maintenance and repair of apparatus and equipment utilized in the performance of services under this Agreement.

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3. Reserve Apparatus.

The District will provide a reserve apparatus that will be placed in service as soon as possible if a frontline apparatus is to be out of service for an extended period of time.

4. Apparatus and Equipment Replacement.

The timing of apparatus and equipment replacement shall be determined by the District, consistent with the District's standard equipment and apparatus replacement practices and schedules. The District will submit a proposed apparatus replacement schedule to the City indicating the anticipated dates for replacement of major pieces of apparatus. The District will provide the City with advanced notice regarding the need to replace apparatus and equipment.

The City will pay the District a fee, fixed annually and specified in the budget approved pursuant to Section 5 (Cost of Services), for the costs to replace apparatus and equipment utilized in the performance of services under this Agreement. The District will use reasonable, good faith efforts to submit applications on behalf of the City for grants to defray the replacement cost for apparatus and major equipment utilized in the performance of services under this Agreement.

5. Return Upon Termination.

Upon termination of this Agreement, the District will return to the City the apparatus and equipment identified in Exhibit 2 (City Fire Apparatus/Equipment Inventory) that was transferred to the District pursuant to Section 4(b)(1) if the apparatus and equipment are fit for service. The Parties acknowledge their mutual intent that the District return to the City, if necessary, the same equipment and apparatus that was transferred to the District pursuant to Section 4(b)(1), and that some or all of the equipment or apparatus may no longer be fit for service at the time of return. If some or all of the equipment or apparatus are no longer fit or service or are otherwise not able to be returned to the City, the District will endeavor to lease to the City such apparatus and equipment necessary for the City to conduct fire protection activities within the City, for a reasonable period of time and upon terms agreeable to both parties, until the City has procured replacement apparatus and equipment. The Parties will identify the specific apparatus and equipment to be returned or leased to the City in the transition plan to be developed pursuant to Section 9(b).

6. New Equipment.

The District may purchase new equipment as necessary in order to maintain adequate service levels and to ensure safe working conditions. The City will pay the District a fee, fixed annually and specified in the budget adopted pursuant to Section 5 (Cost of Services), for the costs to purchase new equipment related to the performance of services under this Agreement.

~~Section 5.~~

Section 5. Cost of Services.

a. Fire Budget.

1. Operating Budget.

For purposes of budgeting and billing for both the direct and indirect cost of services to be

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provided under this Agreement, the Fire Chief will annually prepare and submit a proposed budget for the succeeding fiscal year, as well as an updated 5-year cost projection, to the City Manager by January 15th. Prior to preparation of the proposed budget, the Fire Chief

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and City Manager, or their designees, shall meet to discuss factors potentially affecting the budget necessary to cover costs for the upcoming fiscal year.

Budgeted costs include but are not limited to those costs listed in Exhibit 3. Excluding labor-related costs (for example, employee salaries and benefits), if a proposed budget exceeds the approved budget from the immediately preceding fiscal year by more than 5%, the Fire Chief and City Manager will meet and confer in an attempt to identify potential cost savings and/or increases in revenue. The Fire Chief and City Manager will use their best efforts to, by March 1 of the same year, agree on a recommended budget that will be recommended for approval by their respective governing bodies.

If the City Manager and Fire Chief are unable to reach agreement concerning a recommended budget or the recommended budget is reduced to provide specified cost savings or the City does not approve the budget jointly recommended by the Fire Chief and the City Manager, the Parties acknowledge that services provided under this Agreement may be reduced accordingly.

For the term of this Agreement, the District has provided a 5-year cost projection as shown in Exhibit 4 (5-Year Cost Projection Provided by the District). The City acknowledges that Exhibit 4 contains projected costs, and that while the District will make good faith efforts to provide annual budgets in accordance with these projections, the amounts set forth in the annual budgets will differ from the 5-year cost projection.

The annual fire budget for Fiscal Year 2022/23, the first fiscal year during which services are provided under this Agreement, is attached as Exhibit 5. The Parties approve the attached Fiscal Year 2022/23 budget upon approval of this Agreement. Payments by the City pursuant to the Fiscal Year 2022/23 budget, and any Offsetting Revenues (as defined below) for Fiscal Year 2022/23, will be appropriately pro-rated based on the Commencement Date.

2. Offsetting Revenues.

A. The budget will reflect known revenues, other than those due and payable by City, that will be paid directly to the District and credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement (each an "Offsetting Revenue" and together, "Offsetting Revenues"). Offsetting Revenues may include but are not limited to grant funds obtained by the District on behalf of the City, revenues paid by the EMS Agency directly to the District due to the District's fulfillment of the City's obligations under the First Responder Agreements, and Measure X funds allocated by the Board of Supervisors.

B. The Parties acknowledge that by Resolution No. 2022/332, attached as Exhibit 7, the Board of Supervisors has allocated from Measure X funds $2,000,000 annually through Fiscal Year 2027/28 to increase the level of fire protection services in the City. As provided in Resolution No. 2022/332, the Measure X allocation will be adjusted annually beginning in Fiscal Year 2023/24 by the percentage change in the Consumer Price Index-All Urban Consumers for the San Francisco-Oakland-Hayward Area for the twelve-month period ending with the February index of the calendar year in which the adjustment is made, but not to exceed 4 percent per year. The Parties also acknowledge that the continued allocation of funds by the Board of Supervisors is critical to the maintenance of service levels provided for in this Agreement. The Parties will utilize each annual allocation of $2,000,000, as adjusted, as an Offsetting Revenue under this Agreement.

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~~2.~~3. Capital Requirements.

The Fire Chief will recommend any capital needs for Fire Station 73 or 74, as well as modifications to services that the City provides to directly support the provision of the District's contractual services. These recommendations will be submitted along with the annual fire budget and will be reflected in the recommended budget, as necessary.

~~3.~~4. Management of Budget.

A. If during the fiscal year, the Fire Chief believes in good faith that due to unanticipated circumstances the approved fire budget is insufficient in any respect to ensure the provision of service at the service levels required by this Agreement, the Fire Chief will immediately notify the City Manager in writing specifying the budgetary deficiency, along with a request for a budget modification that identifies all reasons for the proposed modification. "Unanticipated circumstances" means circumstances that the Fire Chief was not aware of prior to the District's approval of the fire budget; it does not include cost overruns that could reasonably have been anticipated or planned for.

B. The District will obtain written approval from the City, which will require authorization from the City Council, prior to making a modification to the budget approved by the City. If the budget modification is not approved by City, then the Parties acknowledge that there may be a decrease in service levels commensurate with the deficiency identified in the budget modification request.

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~~with the deficiency identified in the budget modification request.~~

C. Notwithstanding Sections 5(a)(~~3~~4)(A) and (B) above, where new labor agreements are approved by the District Board of Directors that result in an increase to labor-related costs under this Agreement, the budget shall be deemed modified to account for such cost increases upon 5 days' written notice from the District to the City of such new labor agreements and associated budget modification, and without further approval by the City.

D. The Fire Chief shall notify the City Manager of matters pertaining to labor relations between the District and its recognized employee organizations, when the matters and the resolution of them will affect the service levels to the City or the City's costs pursuant to this Agreement.

b. Payment for Services.

1. City Payment.

A. The City will pay to the District the approved budget amount in consideration for the District providing any and all services to the City under this Agreement. Budget modifications are subject to Section~~s~~ 5(a)(~~3).~~4).

2. Method of Billing and Payment.

A. ~~City will pay the District monthly in arrears within 30 calendar days of receipt of the monthly invoice.~~ The City will pay the District monthly in advance within 30 calendar days of receipt of the monthly invoice. The monthly invoice amount will be equal to the difference of the annual fire budget and the sum of Offsetting Revenues and the Communication Center Allocation, divided by 12, plus any Budget Modification Prorations. A "Budget Modification Proration" is calculated by dividing a budget modification made pursuant to Section 5(a)(4) by the number of months remaining in a fiscal year at the time the budget modification is made. Budget modifications that occur mid-fiscal year will result in post-modification monthly invoice amounts that differ from pre-modification monthly invoice amounts.

B. In the event than an invoice is not paid (partially or in full) by the due date, a late fee of 1% simple interest of the unpaid balance will be assessed for each month or portion thereof that the invoice remains unpaid. The late fee will be assessed on the 1st day of each month following the due date. ~~The monthly invoice amount will be equal to the annual fire budget divided by twelve (12), plus any Budget Modification Prorations. A "Budget Modification Proration" is calculated by dividing a budget modification made pursuant to Section 5(a)(3) by the sum of one and the number of months remaining in a fiscal year. Budget modifications that occur mid-fiscal year will result in post-modification monthly invoice amounts that differ from pre-modification monthly invoice amounts.~~

c. Costs Associated with ~~New~~ Development within the City.

The Parties acknowledge that development within the City may necessitate new or additional apparatus and equipment to enable the District to provide the fire protection services under this Agreement.

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The Parties also acknowledge that the City and developers, but not the District, should bear the costs of new or additional apparatus and equipment required due to development within the City. In the event that the Fire Chief determines ~~new~~that development ~~in~~within the City is likely to ~~require~~required new ~~facilities,~~or additional apparatus~~,~~ or equipment, including, for example, a ladder truck, the Fire Chief shall notify the City Manager. ~~The Parties acknowledge that the City, and not the District, should bear the costs of increased fire services necessary due to new development.~~ The Parties will meet and confer as provided for in Sections 3(e)(l) and 5(a)(3) to discuss planned and prospective ~~new~~ development within the City, the associated impacts to the services provided under this Agreement, and the options for funding of any changes to services or the need for new ~~equipment or apparatus~~or additional equipment or apparatus. The City currently collects Fire Development Impact Fees on new development in the City, and will make such fees available to address capital improvement and apparatus needs as development within the City occurs. Regardless of the availability of Fire Development Impact Fees, the City will remain responsible for paying the above-described costs associated with development within the City.

Section 6. ~~Section 6.~~ Personnel.

a. The Parties anticipate that as a result of this Agreement and the District's provision of fire protection services to the City, some or all of the persons identified in Exhibit 6 (City of Pinole List of Fire Department Employees) may elect to leave City employment to become District employees.

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b. Except through payments made pursuant to Section 5 (Cost of Services), the City is not responsible for ~~directly~~ paying salaries, wages, or other compensation to District personnel performing services under this Agreement for the City~~.~~, nor is the City liable for any District retirement obligation or other post-employment benefit to any District employee arising out of their employment with the District. The City is not ~~directly~~ liable for compensation or indemnity to any District employee for injury or sickness arising out of their employment with the District, except as part of the City's payment of indirect expenditures and Risk Management costs to the District and as otherwise provided in this Agreement. This Section does not negate any of the City's obligations pursuant to Section 5 (Cost of Services) above.

c. The District is not liable for compensation or indemnity to any District employee for injury or sickness arising out of their employment with the City. The District is not liable for any City retirement obligation or other post-employment benefit to any District employee arising out of their employment with the City.

Section 7. ~~Section 7.~~ Indemnification.

a. Indemnification by the City.

The City shall defend, indemnify, and hold harmless the District, its governing body, officers, employees, representative, and agents from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, death, or injury to persons or property from any cause whatsoever arising directly or indirectly from or connected with any act or omission of or purported act or omission of the City, its governing body, officers, employees, representative, or agents in connection with or arising out of the performance by the City, its governing body, officers, employees, representative, or agents of this Agreement, and with regard to any alleged illegality or unconstitutionality of a City ordinance. The City shall reimburse the District for any expenditures, including reasonable attorney's fees and costs, the ~~Distirct~~District may make by reason of such matters and, if requested by the District, shall defend any such suit at the sole cost and expense of the City. The City's obligations under this subsection shall exist regardless of concurrent negligence or willful misconduct on the part of the District or any other person; provided, however, that the City shall not be required to indemnify the District for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the District, its governing body, officers, employees, representative, or agents.

The District agrees to give the City prompt written notice of any claims or other matter as to which the District believes this indemnification provision is applicable. The City will, at its sole cost and expense, provide counsel reasonably acceptable to the District, to contest or defend any such claim. Neither party, nor their successors or assigns, shall admit any liability to any matter for which indemnification is sought, or settle, compromise, pay, or discharge the same without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and the District shall reasonably cooperate with the City in the contest and defense thereof.

b. Indemnification by the District.

The District shall defend, indemnify, and hold harmless the City, its governing body, officers, employees, representative, and agents from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, death, or injury to persons or property from any cause whatsoever arising directly or indirectly from or connected with any act or omission of or purported act or omission of the District, its governing body, officers, employees, representative, or agents in connection with or arising out of the performance by the District, its governing body, officers, employees, representative, or

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agents of this Agreement. The District shall reimburse the City for any expenditures, including reasonable attorney's fees and costs, the City may make by reason of such matters and, if requested by the City, shall defend any

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such suit at the sole cost and expense of the District. the District's obligations under this subsection shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that the District shall not be required to indemnify the City for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the City, its governing body, officers, employees, representative, or agents.

The City agrees to give the District prompt written notice of any claims or other matter as to which the City believes this indemnification provision is applicable. The District will, at its sole cost and expense, provide counsel reasonably acceptable to the City, to contest or defend any such claim. Neither party, nor their successors or assigns, shall admit any liability to any matter for which indemnification is sought, or settle, compromise, pay, or discharge the same without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and the City shall reasonably cooperate with the District in the contest and defense thereof.

c. Indemnification Obligations Survive Termination.

The obligations created by this Section 7 shall survive the expiration or termination of this Agreement as to activities occurring or being carried out during the term of this Agreement in the performance of this Agreement.

Section 8. ~~Section 8.~~ Insurance.

a. General and Auto Liability.

The District will maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than $10 million insuring all liability of the District and its authorized representatives arising out of and in connection with the provision of service by the District under this Agreement, including the use and/or occupancy of City-owned real property and premises.

The City will be named as an additional insured and the policy must contain cross liability endorsements. An endorsement must be provided which states that the ~~District~~District's insurance coverage ~~is the~~shall be primary ~~insurance~~. The District may self-insure to these limits of coverage. The District will furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The District will provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, to the City upon request.

b. Property Insurance.

The District will not maintain any insurance for City-owned real property and buildings, including but not limited to City-owned fire stations, or the contents of the City-owned buildings, except as otherwise specified in this Agreement or in the Leases. The District will maintain a standard All Risk policy to ensure its own personal property.

c. Workers' Compensation Insurance.

The District will maintain Workers' Compensation Insurance as required by the State of California in Employers Liability Insurance. Employers Liability Insurance shall have limits of no less than $1 million per accident for bodily injury or disease. The District may self-insure to the limits of coverage. The District

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will provide the City with a waiver of subrogation against the City, its officers, officials, employees, and volunteers for all claims on or after the Commencement Date arising during the term of this Agreement.

d. Workers' Compensation Claims for Employees in Exhibit 6.

1. The City is fully responsible for all Workers' Compensation claims with date of injury prior to the Commencement Date, with respect to the persons identified in Exhibit 6 (City of Pinole List of Fire Department Employees). The City will administer the claims and is solely liable for all administration and settlement costs. The City is also responsible for claims that are incurred prior to the Commencement Date AND that are:
   A. Reopened;
   B. Incurred but not reported;
   C. Submitted for new and further disability; or
   D. Incurred subsequently and consequently to the original claim

2. The District is responsible for Workers Compensation claims of District employees that are not the responsibility of the City pursuant to paragraph 1 above or another entity. The District will administer the claims and is solely liable for all administration and settlement costs.

3. The District will administer cumulative trauma claims that span the City and the District; however, the District will, immediately upon receipt of a cumulative trauma claim, send a copy of said claim to the City. The Parties will meet and confer prior to the District taking any action on the claim, unless the District is required to take immediate action or circumstances do not allow adequate time to meet and confer, in which case the District will notify the City as soon as possible. The cost of administration and settlement shall be pro-rated between the District and the City based on the length of services for each employer. Should the claim involve prior employers, the City will be responsible for the service time. The City and the District agree to cooperate with each other in the administration of the claims that involve both Parties, including any decisions or determinations regarding industrial disability retirement. This includes, but is not limited to, the sharing of notes, reports, and other documents. The City will have the right to review and contest any determination of a recurrence of a prior injury. In the event that an agreement cannot be reached, the City and the District will accept the Worker's Compensation Appeals Board decision as the final decision and without further appeal rights on this limited issue.

e. Industrial Disability Retirement.

The City will be solely responsible for making the determination of industrial disability retirement for CalPERS retirement application for the employees listed in Exhibit 6.

Section 9. ~~Section 9.~~ Miscellaneous.

a. Term and Extension by Mutual Agreement; Commencement of Services.

This Agreement will commence at 12:01 a.m. on the Effective Date, and will continue until 11:59 p.m. on June 30, 2028, unless extended as mutually agreed upon in writing by both Parties in accordance with the provisions herein. The District will commence services provided for under this Agreement on a

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date ("Commencement Date") mutually agreed upon and authorized in writing by the Parties, which authorization may be given by the Fire Chief for the District and the City Manager for the City. In order to provide notice to the affected employee organization, the Parties will endeavor to mutually agree upon and authorize a Commencement Date at least 30 days prior to the Commencement Date. Prior to the Commencement Date, the District and City will jointly participate in a mutually agreed upon communications effort to educate the public about the transition of fire services.

The term of this Agreement and the term of the Leases may be extended for one 5-year term by mutual written agreement of the Parties executed by the Fire Chief and by the City Manager for City. Unless otherwise agreed by the Parties, the extension agreement must be fully executed at least 12 months prior to the then-effective termination date.

The City and the District agree to jointly prepare a review and analysis of services provided to the City by March 31, 2027. The District will prepare an updated 5-year cost projection, for the purpose of inclusion in an extension agreement, if any such extension agreement is agreed to and executed by the Parties.

b. Termination.

Notwithstanding Section 9(a) above, this Agreement may be unilaterally terminated by either party by giving 12 months' ~~months'~~ written notice of termination to the other party. The contract termination date specified in the notice of termination may be extended by mutual agreement. The Parties acknowledge that the termination of this Agreement would require extensive operational adjustments for both Parties. The Parties further acknowledge that any fire service interruption would result in risks to public welfare. Within 60 days of a notice of termination by either party, the Parties will coordinate to develop a transition plan. The transition plan will include specific implementation deadlines, including any modification to the contract termination date, and will address matters including but not limited to service levels during the transition period and the return or lease of apparatus and equipment by the District to the City.

The Parties will meet and confer in good faith regarding any dispute between the Parties over the implementation of any provisions in this Section 9(b). Any dispute that is not resolved by meeting and conferring will be submitted to non-binding mediation conducted by a JAMS mediator. The Parties agree to meet and confer as soon as practically possible regarding the selection of the mediator and, if possible, agree to mediate the dispute within 45 calendar days. However, nothing in this provision shall be construed so as to delay any of the time periods above, including the development of a transition plan and implementation thereof.

c. Notices.

All notices required or permitted hereunder will be deemed sufficiently given if delivered by hand or mailed, by United States mail, postage prepaid, certified or registered mail, addressed to the Parties at the addresses set forth below or to such other address as may from time to time be designated in writing.

To DISTRICT:
Contra Costa County Fire Protection District ~~Attn: Fire Chief~~
Attn: Fire Chief
4005 Port Chicago Highway, Suite 250,
Concord, CA 94520

With a copy to:
Contra Costa County

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Public Works Department
Attn: Principal Real Property Agent
40 Muir Road
Martinez, CA 94553

To CITY:
City of Pinole
Attn: City Manager
2131 Pear Street
Pinole, CA 94564

d. Further Obligations.

The Parties recognize that this Agreement cannot represent a complete expression of all issues that may arise during the performance of the Agreement. Accordingly, the District and City agree to meet and confer in good faith over any issue not expressly described herein.

e. No Assignment.

Neither party may assign, delegate, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

f. Exhibits.

All exhibits referred to herein are attached hereto and are, by this reference, incorporated herein.
Exhibits to this Agreement include:

Exhibit 1: Service Area Map
Exhibit 2: City Fire Apparatus/Equipment Inventory ~~Exhibit 3: List of Budgeted Costs~~
Exhibit 3: List of Budgeted Costs
Exhibit 4: 5-Year Cost Projection Provided by the District
Exhibit 5: Fiscal Year 2022/23 Fire Budget
Exhibit 6: City of Pinole List of Fire Department Employees
Exhibit 7: Contra Costa County Board of Supervisors Resolution No. 2022/332

g. Severability.

If any provision of this Agreement (including without limitation any phrase, provision, covenant, or condition) is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

h. Governing Law, Jurisdiction, and Venue.

The interpretation, validity, and enforcement of this Agreement is governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement is to be filed and heard in a court of competent jurisdiction in the County of Contra Costa.

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i. Alternative Dispute Resolution.

Except as otherwise provided for in this Agreement, all claims, disputes, and controversies arising

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out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal proceeding. The Parties will jointly select a qualified professional with expertise in the subject matter of the dispute. In order to commence the mediation process, a party must notify the other party in writing of its intent to commence mediation. Each party will propose one or more mediators within 14 days of the date notice is sent. The proposed mediators must be available to conduct the mediation within the following 60 days. The Parties will make a good faith effort to agree to a mediator within 30 days of the date the notice is sent. If the Parties cannot agree to a mediator ~~or the mediation cannot be conducted within these timeframes~~, then each ~~party's obligation to refer~~party shall select one mediator, and the two mediators selected by the ~~matter~~Parties shall meet to jointly select the mediator to conduct the mediation ~~will be deemed discharged~~. The cost of mediation shall be divided equally between the Parties.

j. Amendment of Agreement.

This Agreement may be amended or modified only by the mutual agreement of the Parties. No amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

k. Authority.

Each party, or the representative(s) signing this Agreement on behalf of a party, represents and warrants that it has full power and authority to enter into this Agreement and to perform the obligations set forth herein.

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~~CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT~~

_____

~~Chair, Board of Directors~~

~~Attest:~~
~~Clerk of the Board~~

~~By: _____~~
~~Deputy Clerk~~

~~Approved by County Administrator:~~
~~MONICA NINO~~

~~By: _____~~
~~County Administrator/Designee~~

~~Approved as to form:~~
~~MARY ANN McNETT MASON,~~
~~County Counsel~~

~~By: _____~~
~~County Counsel/Designee~~

~~CITY OF PINOLE~~

_____

~~Mayor~~

~~Attest:~~

_____

~~City Clerk~~

~~Approved by City Manager:~~

_____

~~City Manager~~

~~Approved as to form:~~

_____

~~City Attorney~~

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CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

_____
Chair, Board of Directors

Attest:
Clerk of the Board

By: _____
Deputy Clerk

Approved by County Administrator:
MONICA NINO

By: _____
County Administrator/Designee

Approved as to form:
MARY ANN McNETT MASON,
County Counsel

By: _____
County Counsel/Designee

CITY OF PINOLE

_____
Andrew Murray, City Manager

Attest:

_____
Heather Bell, City Clerk

Approved as to form:

_____
Eric Casher, City Attorney

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Exhibit 1

Exhibit 1

Service Area Map

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City Fire Apparatus/Equipment Inventory

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List of Budgeted Costs

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Exhibit 4

Permanent Salaries – 18 positions
Holiday Pay
Scheduled FLSA Overtime
Uniform Allowance
Retirement
Health Insurance
Workers' Compensation Insurance
FICA
Fuel
Apparatus Replacement
Firefighting and EMS Supplies and Equipment
Apparatus Maintenance and Repair
Overtime and Backfill Compensation
Training and Classes
Misc. Household Expenses
Personal Protective Equipment
Battalion Chief Allocation
Shift Training Captain Allocation
Administration Allocation
Communication Center Allocation

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Exhibit 4

5-Year Cost Projection Provided by the District

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Exhibit 5
Fiscal Year 2022/23 Fire Budget

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Exhibit 6

City of Pinole List of Fire Department Employees

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Exhibit 7
Contra Costa County Board of Supervisors Resolution No. 2022/332

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ATTACHMENT C

Contra Costa County Fire Protection District

Contracted Fire Services to City of Pinole

Plan for Services

September 2022

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Executive Summary

In November 2021, the Contra Costa County Board of Supervisors approved certain expenditures of Measure X funds. Included in this decision was an intent to provide $2 Million in funding from Measure X to assist in providing full funding, when combined with City of Pinole ("PFD") funds, to reopen Fire Station 74 in Pinole Valley as part of a contract for fire services to be provided by Contra Costa County Fire Protection District ("CCCFPD") for the full operation of fire, rescue, emergency medical, fire prevention, training, and administration to the City of Pinole.

In May 2022, a consultant was contracted to conduct a fiscal analysis and review of the service plan in accordance with LAFCO requirements for a fire protection contract (CA Government Code 53164). This analysis was completed in July 2022.

Background information related to the contract for service:

- PFD has previously experienced a significant reduction in staffing as a result of the great recession. Fire Station 74 in Pinole Valley was closed in 2011.
- PFD and CCCFPD represent two of the three agencies in the Battalion 7 automatic aid response area. The Rodeo-Hercules Fire Protection District is the other agency included in the current Battalion 7 agreement.
- The contract will provide for the reopening and staffing of Fire Station 74 in Pinole Valley.

The proposal for an out-of-area fire protection contract, with services to be provided by CCCFPD, will reopen a closed fire station and provide staffing, as described in this service plan, to improve fire, rescue, and emergency medical services in the areas served by the contract. Additionally, fire prevention, public education programs, and administrative support functions will be improved and delivered in a consistent manner throughout the proposed service area.

Background and Setting

Legal Context

Applicable Law

This application is being submitted pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq. This application is submitted by the Contra Costa County Board of Supervisors, as the governing board of the Contra Costa County Fire Protection District (CCCFPD), under Government Code section 56134. CCCFPD is enabled under the Fire Protection District Law of 1987 (Health & Safety Code 13800, et seq.).

Environmental Documentation

The proposed contract is Categorically Exempt from CEQA pursuant to 14 CCR 15320. Class 20 consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised.

Summary of Proposed Contract

As agreed by the two agencies and indicated in the Resolution of Application, the Contra Costa County Fire Protection District proposes to provide fire protection services to the City of Pinole, to include all areas of the City of Pinole, through a contract for services, following which, the City of Pinole Fire Department would be dissolved.

Proposed Contract Conditions

1. Provider Agency. Upon and after the Commencement Date of the contract and LAFCO's approval, Contra Costa County Fire Protection District will be the provider of all fire, rescue, emergency medical responses, as well as all fire prevention and fire administration for the City of Pinole.

2. Employees. From and after the Commencement Date of the contract, all employees of the dissolved Pinole Fire Department at the Battalion Chief, Fire Captain, Fire Engineer, and Firefighter rank shall become employees CCCFPD.

3. Duties. CCCFPD, under contract with the City of Pinole, shall function under and carry out all authorized duties and responsibilities assigned to a Fire Protection District as outlined in Division 12, Part 2.7, Chapter 1, Health & Safety Code, Fire Protection District Law of 1987 (commencing with Section 13800) and other applicable laws within the City of Pinole.

4. Service Demand. CCCFPD will continue to staff Fire Station 73 (downtown Pinole) and will reopen and staff Fire Station 74 (Pinole Valley).

History of the Affected Agencies

Contra Costa County Fire Protection District

The Contra Costa County Fire Protection District (CCCFPD) was originally formed in 1964 as a result of the Central Fire Protection District and Mt. Diablo Fire Protection District consolidation. Since then, ten other fire protection districts in the region have merged with CCCFPD.

On July 1, 2022, CCCFPD completed the annexation of the East Contra Costa Fire Protection District.

As of July 1, 2022, CCCFPD's primary service area comprises approximately 555 square miles. More than 150 additional square miles comprise the response area for ambulance service and transport. Data from the U.S. Census Bureau indicates a 2020 resident population of 750,000. About half CCCFPD's jurisdiction is considered "urban," 25% "suburban," and the remaining 25% "rural" or "remote."

Governance

The five-member elected Contra Costa County Board of Supervisors serves as CCCFPD's Board of Directors. The Board oversees the Fire Chief, sets general policies, and approves the budget. The Fire Chief is responsible for the administrative functions and daily operations of CCCFPD.

District Services

CCCFPD is an all-hazards fire district providing traditional fire protection, wildland firefighting, emergency medical services, Advanced Life Support (ALS), ambulance transport, various special operations (e.g., water rescue, hazardous materials response, marine firefighting, technical rescue, etc.), and a comprehensive life-safety and prevention program that includes inspections, a dedicated fire investigation unit, code enforcement, plan reviews, and public education. In 2005, CCCFPD was given an Insurance Services Office (ISO) Public Protection Classification (PPC®) score of 3/3Y. The ISO PPC is a standardized fire department classification and ranking system established by the ISO and used by many insurance companies for determining capability of the fire department serving the insured property. CCCFPD is accredited through the Commission on Accreditation of Ambulance Services (CAAS).

Effective with the annexation of the East Contra Costa Fire Protection District in July 2022, and the reopening of Fire Station 4 in July 2022, CCCFPD deploys 34 staffed apparatus from 31 staffed fire stations located throughout the District. An additional three-person company is anticipated to be placed in service in Antioch and another in Brentwood in March 2023. An additional station is utilized for CCCFPD's reserve firefighters and staffed on a rotational basis. CCCFPD operates a wide variety of fire apparatus and ambulances (more detail provided under "Capital Facilities & Apparatus").

CCCFPD follows the National Fire Protection Association (NFPA) Standard 1710 for providing an effective firefighting force of at least 17 personnel on the initial response to a single family

residential structure fire. Across CCCFPD's jurisdiction, the travel time for the full first alarm contingent of 17 personnel is achieved at the NFPA 1710 standard of 12 minutes, 90% of the time, for suburban areas.

Ambulance Transport

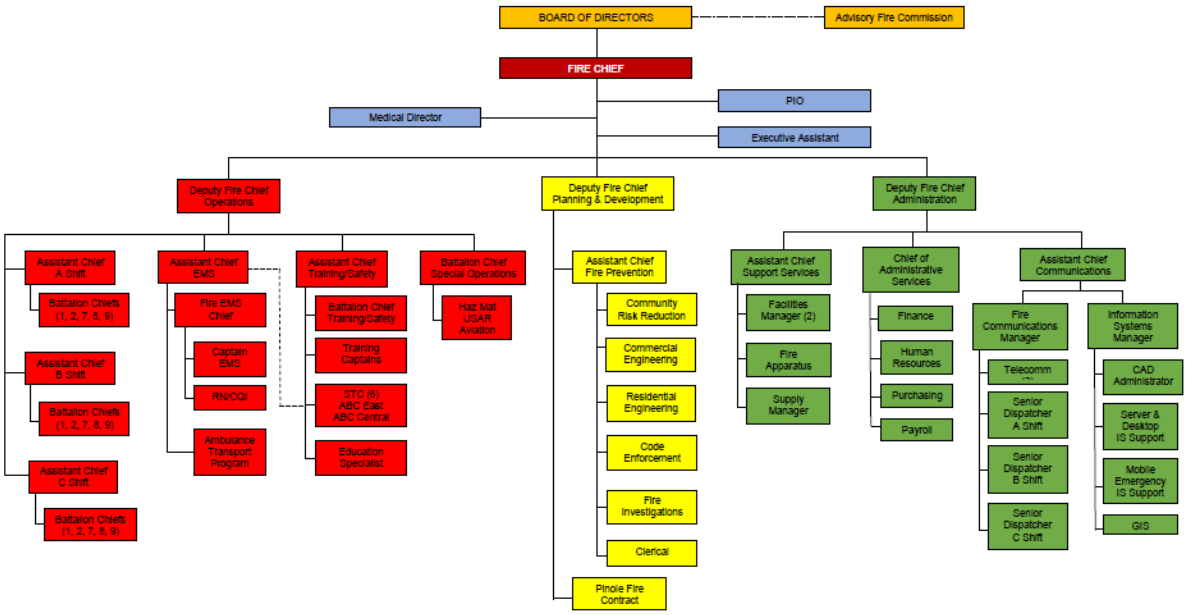
In 2016, CCCFPD developed a unique arrangement with American Medical Response, Inc. (AMR) that they refer to as the "Alliance." The program utilizes AMR EMS personnel to staff CCCFPD's ALS ambulances, assisted by district firefighters certified as EMTs or Paramedics and functioning in a first-responder capacity.

Regional Fire Communications

CCCFPD operates the Contra Costa Regional Fire Communications Center (CCRFCC), which serves as a secondary Public Safety Answering Point (PSAP) for most fire and EMS 911 calls in the County. CCRFCC provides dispatch to its own district, RHFPD, and four other fire agencies. The Center dispatches more than 140,000 emergency and non-emergency fire and EMS incidents annually. CCRFCC's 911 Call-Takers are all certified in Emergency Medical Dispatch through the *International Academies of Emergency Dispatch* (IAED) and provide pre-arrival instructions to callers reporting medical emergencies. In mid-2022 the center will be accredited by the IAED.

CCCFPD Organizational Structure

CCCFPD currently maintains approximately almost 500 funded positions, including staff in the dispatch center. Sixteen of these positions are financed via the District's EMS Transport Fund. The figure below shows the 2022 organizational structure of CCCFPD. As shown, the Fire Chief and Deputy Fire Chiefs supervise seven divisions, each of six managed by an Assistant Fire Chief and one by the Chief of Administrative Services.



Pinole Fire Department

The Pinole Fire Department (PFD) is an all-hazards municipal fire department providing traditional structural fire suppression, wildland firefighting, Advanced Life Support (ALS) level emergency medical services (EMS), rescue, and hazardous materials response. PFD deploys its apparatus and personnel out of Station 73 located in downtown Pinole. It is a partner agency, with the Contra Costa County Fire Protection District (CCCFPD) and the Rodeo-Hercules Fire Protection District (RHFPD), in the Battalion 7 agreement, which enables automatic aid among the three agencies. The department normally operates one fire engine, staffed by a captain, engineer, and firefighter, at least one of which is a certified paramedic. The FY 2022/23 budget for the department is anticipated to be $5.5 Million.

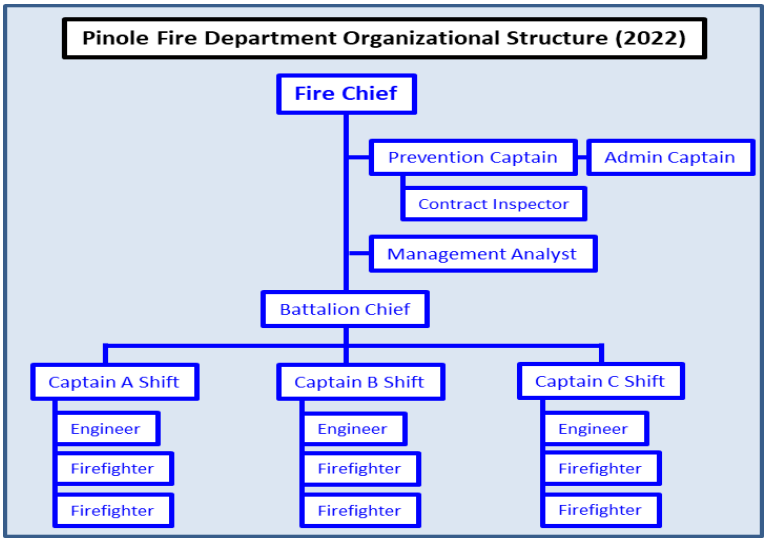
PFD's Fire Prevention Bureau provides inspections, code enforcement, plan reviews, fire investigations, and various public education programs. In addition, the Bureau conducts inspections of public and private properties for compliance with its weed abatement ordinance.

In 2003, Pinole opened a second fire station, Station 74, which was shuttered in 2011 due to unsustainable municipal funding sources.

PFD's Organizational Structure

The Pinole Fire Department employs 17 uniformed and non-uniformed personnel, which includes six Firefighters, three Engineers, five Captains, and one Battalion Chief. The Fire Chief supervises the Battalion Chief, an Administrative Captain, a Prevention Captain, and a Management Analyst. The Battalion Chief is responsible for the B shift operationally, and all three shifts (A, B, and C) administratively (A Shift and C shift operations are overseen by RHFPD and CCCFPD Battalion Chiefs, respectively, under the Battalion 7 agreement). The Prevention Captain supervises a contracted fire inspector.

The following figure illustrates the current 2022 organizational structure of the Pinole Fire Department.

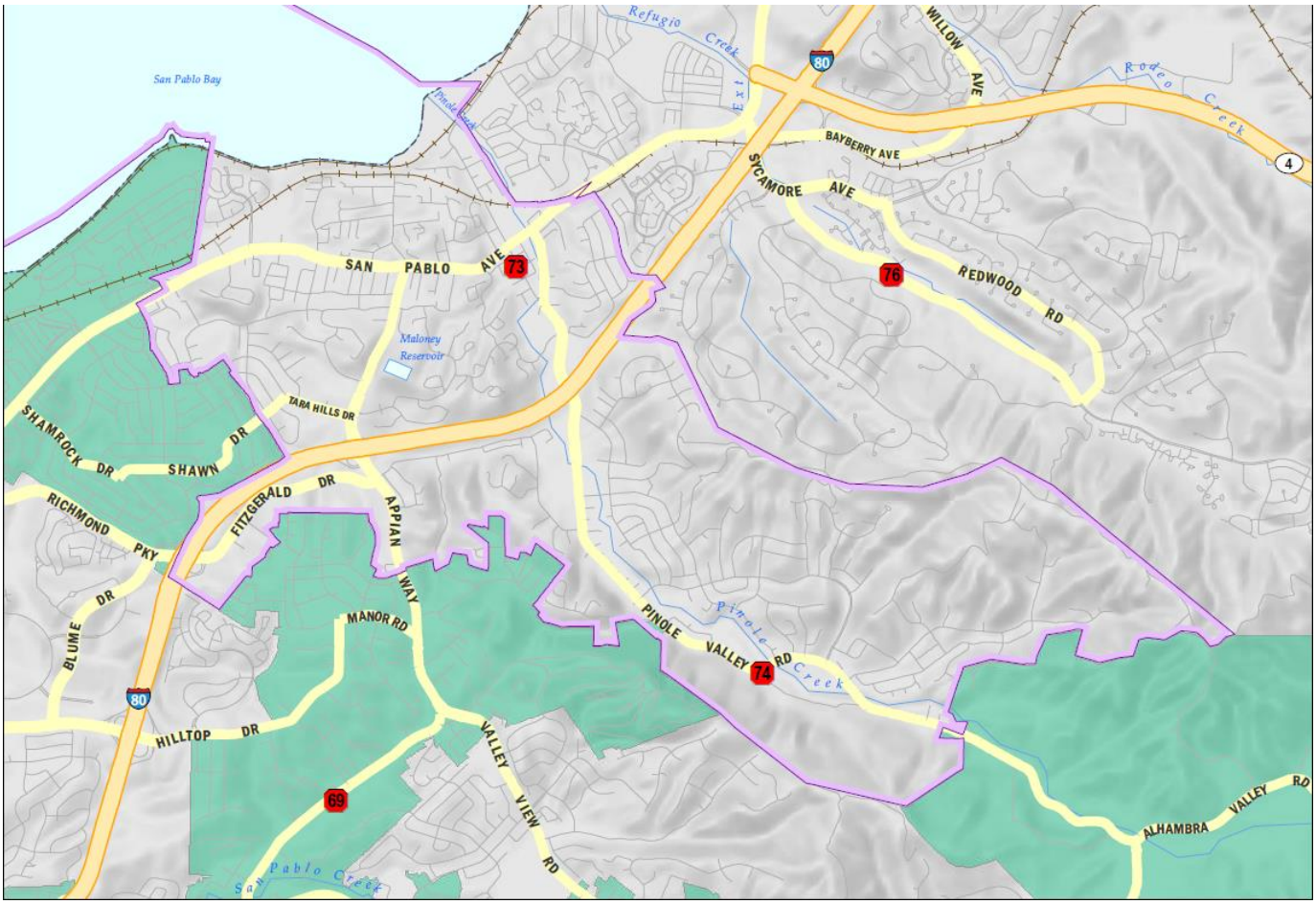


Proposed Contract Territory Description

Boundaries

The image below shows the proposed contract area which consists of the boundaries of the City of Pinole. Upon the effective date of the contract for services, CCCFPD's coverage area will increase by approximately five square miles.

Contract Area



Topography

The contract area contains waterfront, suburban, urban, and rural service areas. The topography spectrum includes flat urban environments as well as wildland-urban interface (WUI) areas in the Pinole Valley hills. The topography is typical of that found throughout the County.

Population

The population of Pinole is approximately 20,000 residents.

Justification

Augmented Service Levels

Within the areas currently served by the Pinole Fire Department there will be increases in total operational resources available by opening and staffing Fire Station 74. This will increase the total available fire companies from one to two within the first months of the contract effective date.

For the Pinole service area, additional enhancements will include access to specialized rescue and firefighting resources not currently provided directly by that city. These include water rescue teams, heavy fire equipment resources such as fire bulldozers, as well as technical rescue apparatus, equipment, and personnel for confined space, trench, and building collapse. Fire and arson investigation services will be enhanced through use of Contra Costa County Fire Protection District's dedicated Fire Investigation Unit.

Fire prevention service will be standardized and, in some cases, augmented beyond the current level of service being provided by the city. Comprehensive community risk reduction, code enforcement, plan review and new construction inspections, and development planning will be provided by full-time personnel. Public education and outreach efforts will be augmented through dedicated CCCFPD staff to perform this important service.

Enhanced Standardization

The combined organization will standardize training delivery of recruit firefighters through the Contra Costa County Fire Protection District's academy. Continued training of firefighters will occur through one Training Division under a consistent, well-staffed, and properly supported system. Operational policies and procedures will become consistent and standardized under one organization. Fire prevention and code enforcement services will be based on one fire code and supporting ordinances throughout the new service area. Procurement of apparatus and equipment will be contained under one standard within the organization, reducing training issues and increasing flexibility in deployment and fleet sustainability. Operational and large incident management will be standardized under the single organization's leadership and emergency management goals and objectives. Responses to incidents, currently at varying levels based on each agency's own service policies, as described above, will become standardized to meet a single standard for deployment.

Standardization of responses across the expanded service area will ensure consistent response levels of equipment and personnel to structure fires, technical rescues, and vegetation or wildland fires matching with the current response matrix for CCCFPD.

Service Efficiency

This contract will increase both the effectiveness and efficiency of the service delivery system and the efficiency of the administrative functions. A challenge often faced by smaller fire service agencies is the necessity of individuals to serve in multiple capacities. An advantage to this contract will be increased administrative and support services available to the contract area (e.g., information technology, human resources, finance, contracts management, fleet maintenance, logistics and supply, etc.).

Operationally, the City and CCCFPD work together with an existing automatic aid agreement. Emergency operations will be further enhanced and efficiencies gained beyond the current automatic aid agreement as one fully functional organization.

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Plan and Description of Services

Services to be Extended

Fire, rescue, and emergency medical services are currently provided by both the City of Pinole and CCCFPD. Fire prevention, community risk reduction, and fire investigation services are provided at different levels in either full-time or contractual arrangements. Administrative and support services are also provided in different formats amongst the agencies. All services would be provided consistent with the current configuration and delivery models within Contra Costa County Fire Protection District. The method to finance the services provided would be through the combined revenue streams of the City of Pinole supplemented by a contribution of Measure X funds through the Board of Supervisors.

The contract would only affect the provision of fire, rescue and emergency medical services within the current boundaries of areas proposed for annexation. The reorganization will not alter or affect other municipal services provided by the City of Pinole.

Current Service Delivery Levels

Service and Staffing Overview

An overview of services provided and description of staffing levels for each of the subject districts was previously discussed in the *History of the Reorganizing Districts* section.

Dispatch/Communications

CCCFPD operates the Contra Costa Regional Fire Communications Center (CCRFCC), which serves as a secondary Public Safety Answering Point (PSAP) for most fire and EMS 911 calls in the County. CCRFCC provides dispatch to its district, plus PFD, and four other fire agencies (Moraga-Orinda FPD, El Cerrito FD, Crockett-Carquinez FPD, and the Rodeo-Hercules FPD). The Center dispatches more than 140,000 emergency and non-emergency fire and EMS incidents annually.

In 2018, the Center made substantial improvements to the system by adding more staff and upgrading radio, telephone, and information technology services.

CCRFCC's 911 Dispatchers and Senior Dispatchers are all certified in Emergency Medical Dispatch through the *International Academies of Emergency Dispatch* (IAED) and provide pre-arrival instructions to callers reporting medical emergencies. In mid-2022 the center will be accredited by the IAED.

Along with CCCFPD staff, CCRFCC houses 13 System Status Management Dispatchers employed by American Medical Response.

Level of Demand

Total 911 Call Volume – City of Pinole

The PFD responded to 1,112 incidents within the City limits in 2021, and had a total of 1,479 responses in 2021. Responses outside the city limits for automatic or mutual aid accounts for the difference in totals.

PINOLE FD RESPONSES		
Year	Pinole FD Responses within City limits	Total Pinole FD Responses
2018	1360	1815
2019	1510	1991
2020	1260	1579
2021	1112	1479

The City of Pinole received automatic or mutual aid to 382 incidents in 2021, where there was no PFD response, either due to Engine 73 being already committed to a call or otherwise unavailable for response.

Aid Provided to Pinole with no PFD response	
Year	Total
2018	247
2019	293
2020	199
2021	382

The data provided above excludes ambulance-only responses where there was no PFD response.

Response Times

The PFD had an average response time, as calculated from the time of notification at the fire station to arrival at scene, of 7 minutes, 33 seconds in 2021 for all calls within the city limits.

Pinole FD Response Times		
Year	Average	90%
2018	7:09	9:57
2019	7:26	10:54
2020	7:29	10:52
2021	7:33	10:50

Response times will be reduced within the city by reopening Fire Station 74 and providing a closer fire unit to the Pinole Valley area of the city. Further, in those instances where a second incident occurs and Engine 73 is already committed, the response time from Fire Station 74 will be less than the current response time of automatic aid resources from other jurisdictions.

The total time for an effective firefighting force to arrive at a structure fire will be reduced with the addition of Fire Station 74, reducing the dependence on a response from an automatic aid engine from farther away.

Pinole FD Facilities

The PFD currently owns two fire stations, of which one is staffed with personnel and apparatus and the other is used to house the Battalion Chief, but has been closed since 2011. Both facilities are in good condition and serviceable and fully capable of supporting their intended use.

Fire Station 73, located in the downtown area, is attached to the City Public Safety Building while Fire Station 74, located in the Pinole Valley area, is a separate detached fire station. It is anticipated there are no significant infrastructure needs for either station. Fire Station 74 is anticipated to need new carpet, flooring, and interior paint with some minor maintenance and repair work.

Fire Department Apparatus

Contra Costa County Fire Protection District

The CCCFPD has a large fleet of frontline engines, aerial apparatus, and support vehicles. Additionally, CCCFPD has a fleet of reserve, or spare, apparatus and additional engines assigned to the Training Division.

Along with its substantial fleet of engines, ambulances, aerials, and other apparatus, CCCFPD maintains a range of special operations vehicles (e.g., hazmat unit, UTVs, command units, fire

boat, rescue boat, etc.) and other equipment utilized for wildland and other operations (e.g., bulldozer, backhoe, dump truck, etc.).

CCCFPD owns multiple pickup trucks, SUVs, and other vehicles but has access to nearly 75 other pickup trucks, staff cars, cargo vans, and assorted miscellaneous vehicles from the "Enterprise Fleet."

CCCFPD maintains an adequate inventory of reserve engines, aerial apparatus, rescue squads, and other vehicles. The Training Division has been assigned five Type 1 engines along with two aerial apparatus (one being a Quint and the other a tiller), and several other apparatus.

Pinole Fire Department

The following figure lists the current inventory of PFD's frontline fleet. The City's apparatus fleet comprises Type 1 (structural) and Type 2 or Type 6 (wildland) engines. The City formerly provided a ladder truck from Fire Station 73, but it was not replaced when taken out of service several years ago.

Pinole FD Frontline Apparatus Inventory (2022)

Unit	Type	Manufacturer	Year	Condition	Features
Engines (Type 1)					
Engine 73	Type 1	Seagrave	2020	Excellent	1500 gpm, 500 gal.
Engine 73A	Type 1	Spartan	2014	Good	1500 gpm, 500 gal.
Engines (Type 3 or Type 6)					
Engine 273	Type 2	Rosenbauer	2008	Good	750 gpm, 500 gal.
Engine 673	Type 6	Ford	2001	Fair	120 gpm, 500 gal.

Collective Apparatus Inventories

The following figure lists the frontline fleet inventories of the two agencies combined.

Collective Inventory of the Fire Districts' Frontline Fleets (2022)

Fire District	Engines[A]	Aerials	Ambulances	Tenders	Wildland[B]	Others
CCCFPD	49	11	50	3	23	24[C]
Pinole	2	—	—	-	2	—
Totals:	**51**	**11**	**50**	**3**	**25**	**24**

[A]Includes Type 1 only. [B]Includes Type 2, 3 & Type 6. [C]Approximate.

In the preceding figure, the "Wildland" category represents Type 2, 3, and 6 apparatus. The "Others" category represents a broad range of vehicles from bulldozers to water craft.

Automatic and Mutual Aid

All agencies participate in local automatic aid agreements. Current automatic aid agreements with the Battalion 7 agencies and Richmond Fire Department will continue, and service will be provided by CCCFPD to those partner agencies. Additionally, local and statewide mutual aid is provided under local agreement or under the California Master Mutual Aid Agreement and will continue to be provided by CCCFPD under this contract.

Public Education Programs

CCCFPD provides a staffed Public Education Unit within the Fire Prevention Bureau. The unit provides the following programs which would be extended to the City of Pinole.

- Carbon Monoxide Alarm installations
- CPR courses
- Elementary School Fire Safety Programs
- Exit Drills in the Home (EDITH)
- Eldercare and safety
- Fire extinguisher use
- Fire safety programs
- Injury and fall prevention
- Juvenile fire-starter program
- Smoke alarm installations
- CERT Fire training
- Firewise Communities
- Wildland fire and evacuation preparedness

Support Services

Apparatus & Vehicle Maintenance

Contra Costa County Fire Protection District

The majority of Contra Costa County FPD's fleet maintenance is performed internally by the District's Apparatus Shop. The Fire Apparatus Manager supervises a Fire Service Coordinator, Driver/Clerk, and six Fire Equipment Mechanics (FEM). The FEMs are certified by the *National Institute for Automotive Service Excellence* (ASE) in vehicle repair and the *California Fire Mechanics Academy* (CFMA) to maintain fire apparatus.

Fire Prevention

CCCFPD has a fully staffed prevention bureau ("FPB"). The FPB provides annual inspections in compliance with state mandated inspection programs, high hazard occupancy inspections, fire code operational permit inspections, new construction plan review and inspections, fire sprinkler and fire alarm plan review and inspections, and specialized code enforcement inspections.

New construction plan submittals and plan review services will be provided at the District's main administrative offices in Concord. As with all other cities, FPB staff will coordinate with City Building Department staff for plan reviews, issuance of fire district permits, and field inspections related to new construction.

Annual occupancy inspections for compliance with state mandated programs will be performed by FPB Fire Inspectors. Non-mandated occupancy inspections will be performed in accordance with current FPB practices on a multi-year cycle. Additional inspections, such as those that may be required for issuance of city business license permits, will be coordinated with the city as needed.

Exterior hazard and weed abatement processes will remain with the City. FPB Inspectors will assist with inspections and recommendations for hazard reduction, hazard abatement, and wildfire mitigation. Abatement processes and implementation will remain with the City. The District will coordinate with the City on potential wildland fire mitigation grants that may be available to areas of the City.

Fire-Cause Determination & Investigation

CCCFPD has full-time staff who are certified peace officers with arresting powers and the capacity to perform all functions of a fire-cause investigation. The fire investigation team for CCCFPD conducted almost 900 investigations in 2020. Significant fires, those that include 2nd alarm or greater, fires that involve an injury or fatality, or those that are intentionally set will be investigated by the District's Fire Investigation Unit. The Fire Investigation Unit will coordinate with the City Police Department on all investigations.

Proposed Service Delivery Plan

Service Overview

The District will provide fire, rescue, and first responder emergency medical services, including special operations capabilities, to the City of Pinole in a manner consistent with services provided in the existing Contra Costa County Fire Protection District. Full-time and full-service fire prevention and fire investigation services, along with internal apparatus and fleet maintenance programs, administrative and support services will be provided. An increase in service level due to the reopening of Fire Station 74 is anticipated within the first 90 days of the effective date of the contract.

Staffing

Additional firefighters and fire, rescue, and emergency medical services response capacity will be deployed as a result of this contract from Fire Station 74. This will double the 24-hour staffing of firefighters within the City. Existing fire prevention and administrative capacity in the District will be used to carry out related activities within the City under the scope of services outlined in the contract.

Dispatch/Communications

There would be no changes to dispatch and emergency communications. There would be increased support provided by Contra Costa County Fire Protection District staff for radio and communication servicing, repairs, and radio programming under the contract.

Level of Demand

It is anticipated that immediately following the effective date of the contract demand for services, as defined by calls for service, would total the sum of the existing demand in the two service areas (City and District). In subsequent years, demand would likely increase within the city in conjunction with anticipated population increases, new development and infrastructure, and other factors influencing need for fire protection, rescue, and EMS services.

Response Times

Current response times would be significantly improved in the areas served by the PFD with the opening of Fire Station 74. As a result of this, the reliance on units from Rodeo-Hercules should be reduced, increasing response reliability and availability of those units. Response times within the surrounding areas of CCCFPD would also be improved by the reopening of Fire Station 74. Instances where CCCFPD or Rodeo-Hercules FPD stations are uncovered due to responses into Pinole will be reduced proportionally.

Automatic and Mutual Aid

CCCFPD will continue to support automatic and mutual aid commitments at the local level. The ability to respond to regional and statewide mutual aid would be enhanced by additional capacity and personnel.

Public Outreach/Education

Public education and public information services would be provided with dedicated staff of the already existing Contra Costa County Fire Protection District.

Fire Prevention

Fire prevention will be provided through the District's Fire Prevention Bureau with its 22 Fire Inspectors and Fire Prevention Captains. Fire investigations will be provided through the full-time dedicated staff of the District's Fire Investigation Unit consisting of four uniformed Fire Investigators and one Captain. CCCFPD will conduct annual occupancy inspections of all state-mandated facilities within the city and provide new construction plan review and related inspections for all new construction projects within the city.

Fire Code Adoption

The City already adopts a fire code with amendments that are identical to CCCFPD. CCCFPD will work with city staff to effect the adoption of the fire code for the triennial period with an effective date of January, 2023.

Administration
CCCFPD would provide a 13% administrative/support staffing to line staffing based on current staffing levels. This is consistent with similarly sized organizations.

Maintenance
Vehicle maintenance would be performed by the Contra Costa County Fire Protection District apparatus shop. This will increase consistency and uniformity in quality by ASE certified fire mechanics.

Training
Training of recruit firefighters will be conducted through the Contra Costa County Fire Protection District academy. This state Accredited Local Academy will increase consistency in the training provided and the quality and capability of the recruits who will become firefighters serving the various communities of the combined organization upon graduation.
Continuing training will be delivered using the systems developed under the Contra Costa County Fire Protection District's Training Division.

In 2021 the Training Division increased staffing by adding one 40-hour Training Captain and one training specialist. In mid-2022, the Training Division will increase the deployment of Shift Training Captains, who also provide incident based safety officer response, from one to two per 24-hour shift.

Personnel/Recruitment
Recruitment processes will be standardized under the current practices of the Contra Costa County Fire Protection District based on existing district practices and policies

Level and Range of Proposed Services

Capacity Availability
Current capacity will be increased in the areas served by the contract. The previously closed fire station will be reopened serving the City of Pinole and adjoining communities under automatic aid agreement. Capacity within the fire prevention bureau will be evaluated on an ongoing basis, as is the current practice, to match staffing with service demand, particularly given potential development and new construction trends.

Willingness to Serve
Contra Costa County Fire Protection District is prepared to serve the areas under the proposed contract. The ability to serve the new areas is complemented by additional personnel and the reopening of Fire Station 74 through dedicated Measure X funding.

Service Adequacy

The level of service provided in the City of Pinole will be consistent with current CCCFPD practices, policies, and standards for fire, rescue, and emergency medical services, as well as fire prevention, fire investigation, and training.

Infrastructure Needs/Planned Improvements

There are no significant infrastructure needs.

Facilities

The City will retain ownership of all facilities (Fire Station 73 & Fire Station 74) with the District leasing those facilities for $1 per year. The City will be responsible for utilities, maintenance, and repair costs of the facilities. The Fire District Facilities Manager will work closely with city staff regarding necessary repairs, ongoing maintenance, and other facility related issues. There are no significant upgrades anticipated for either facility.

Apparatus

The District will provide one Type 1 engine and one wildland engine (Type 3 or Type 6) at each fire station. An appropriate vehicle for the Battalion Chief will be provided. Reserve apparatus will be provided, as necessary, due to maintenance or out-of-service issues through the existing District fleet.

The City will transfer ownership of the apparatus and vehicles to the District. The District will be responsible for all maintenance, repair, and scheduled replacement of the apparatus in a manner consistent with District standards. Replacement costs of apparatus are factored into the annual contract amount and it is anticipated the District will need to replace one Type 6 engine within the next 24 months, one Type 3 engine within the next five years, and one Type 1 engine within five to seven years. The total anticipated cost of replacing this apparatus is approximately $1,650,000.

Equipment

The City will transfer ownership of all fire, rescue, and emergency medical equipment to the District. The District will be responsible for all maintenance, repair, and scheduled replacement of the equipment in a manner consistent with District standards.

Transition Plan

Apparatus and Equipment Transfer

All PFD equipment and apparatus existing as of the contract commencement date which are owned by the City of Pinole shall be transferred to the Contra Costa County Fire Protection District under the conditions outlined in the contract for service.

Fire Station 74 Staffing

It is anticipated Fire Station 74 will be reopened on March 1, 2023 to coincide with the addition of personnel through the CCCFPD Academy 58 which graduates in mid-February, 2023.

Personnel and Employment Agreements

All personnel from PFD at the Battalion Chief, Captain, Engineer, and Firefighter rank are planned to be absorbed into CCCFPD as of the effective date of the contract. Personnel will be transitioned into positions matched with their current job descriptions. CCCFPD will work with impacted labor groups and County HR representatives to determine appropriate salary steps, actions, and processes to perform a smooth transition of all impacted personnel.

Information Required Pursuant to Government Code Section 56134(e)

1) The total estimated cost to provide the new or extended fire protection services in the affected territory.

The total costs are estimated at $7.5 million annually based on FY 2022-23 budget.

	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
	Budget	Forecast	Forecast	Forecast	Forecast	Forecast
Personnel Costs	$2,540,000	$2,616,200	$2,694,686	$2,775,527	$2,858,792	$2,944,556
Employee Benefits	$3,461,572	$3,738,498	$4,037,578	$4,360,584	$4,709,430	$5,086,185
Materials and Supplies	$173,872	$187,782	$202,804	$219,029	$236,551	$255,475
Equipment Replacement	$305,000	$320,250	$336,263	$353,076	$370,729	$389,266
Communication Center Allocation	$172,498	$179,398	$186,574	$194,037	$201,798	$209,870
Administration Allocation	$648,044	$686,927	$728,142	$771,831	$818,141	$867,229
Total Operating Costs	$7,300,986	$7,729,054	$8,186,046	$8,674,082	$9,195,442	$9,752,581
Measure X Allocation*	- $2,000,000	- $2,080,000	- $2,163,200	- $2,249,728	- $2,339,717	- $2,433,306
Net Costs of CCCFPD Contract	$5,300,986	$5,649,054	$6,022,846	$6,424,354	$6,855,725	$7,319,275
*Includes maximum 4% escalator for Measure X contributions						

2) The estimated cost of the new or extended fire protection services to customers in the affected territory.

It is estimated that extending fire protection services would increase current costs by $0 - $250,000. The current Pinole fire budget of approximately $5.5M annually, augmented by the annual $2M County Measure X allocation, would fund $7.5M annually for extended services under the proposed contract. Approximately $250,000 of costs related to building maintenance, utilities, and fire fuel (vegetation) management will remain with the City; however, these costs are balanced by terms in the contract that benefit the City (such as vehicle replacement), which are not currently included in the City's annual fire budget forecasts. There are no new costs anticipated to be borne by the residents of the City of Pinole under the conditions contained in the contract. Existing revenue sources of the City combined with an annual Measure X contribution are estimated to cover the costs of services.

3) An identification of existing service providers, if any, of the new or extended services proposed to be provided and the potential fiscal impact to the customers of those existing providers.

The City of Pinole, through its fire department, provide existing fire protection services except that Fire Station 74 has been closed since 2011. There are no new costs anticipated to be borne by the residents of the City of Pinole under the conditions contained in the contract. Existing revenue sources of the City combined with an annual Measure X contribution are estimated to cover the costs of services.

4) A plan for financing the exercise of the new or extended fire protection services in the affected territory.

The extended fire services under the proposed contract will be funded by the City's payment of the anticipated direct and indirect costs incurred by the District for providing fire protection services in the City (which is anticipated to be similar to the approximate $5.5M spent annually by the City on fire protection services), augmented by a $2M allocation of Measure X funds from the County, adjusted annually to offset cost increases.

5) Alternatives for the exercises of the new or extended fire protection services in the affected territory.

None – extended services and Measure X funding to support the same are contingent upon the contract agreement.

6) An enumeration and description of the new or extended fire protection services proposed to be extended to the affected territory.

Under the proposed contract for out-of-area fire protection services provided by the District, the District would provide fire, rescue, and emergency medical services (EMS) response services, fire prevention and fire investigation services, training, and typical fire department administrative services within the City limits. The District would continue operating the currently operational City Fire Station 73 and would reopen the currently closed City Fire Station 74. The District would staff each station as described in the service plan to improve fire, rescue, and emergency medical services in the areas served by the contract.

7) The level and range of new or extended fire protection services.

Under the proposed contract, the District would provide the extended services (i.e., fire, rescue, and emergency medical services (EMS) response services, fire prevention and fire investigation services, training, and typical fire department administrative services within the City limits) at the same levels of service as provided by the District within its own service area. The District would continue operations at the one fire station that is currently open within the City, Fire Station 73, and reopen and staff the currently closed second fire station, Fire Station 74, in the City. This level of service would represent an increase in fire, rescue, and emergency medical services in the City (and the immediately surrounding unincorporated areas) due to the reopening of station 74 and increased staffing.

8) An indication of when the new or extended fire protection services can feasibly be extended to the affected territory.

Projected implementation of extended services to the affected territory is March 1, 2023 (the "operational date").

9) An indication of any improvements or upgrades to structures, roads, sewer or water facilities, or other conditions the public agency would impose or require within the affected territory if the fire protection contract is approved.

None.

10) Determination supported by documentation that the proposed fire protection contract meets either of the 25% thresholds.

It is anticipated that the current City employees with the Fire Department, with the exception of the Fire Chief (who will retire) and one administrative support position (who will remain with the City), will become District employees upon the operational date of the proposed contract and the reopening of Pinole Station 74, thus exceeding the 25% threshold for affected employees. Additionally, under the proposed contract, responsibility for providing fire protection services will be transferred from the City to the District in 100% of the area within City boundaries, which exceeds the 25% threshold for providing fire protection services within the jurisdictional boundaries of the City.

Return to Agenda

ATTACHMENT D

COMPREHENSIVE FISCAL ANALYSIS

City of Pinole, California

Independent fiscal analysis of the proposed cooperative fire service agreement between the City of Pinole, CA, and Contra Costa County Fire Protection District. The purpose of the report is to estimate and compare the cost of service between similar agencies and forecast the expected impact to Pinole. This report is a required diligence item as part of the application to LAFCO and is intended to aide in the local decision-making process.

SMG STONE MUNICIPAL GROUP

October 5, 2022

This Independent Comprehensive Fiscal Analysis ("analysis") was prepared for the City of Pinole, California ("City") as its officials navigate the decision of whether to enter a cooperative shared services fire protection agreement with Contra Costa County Fire Protection District ("CCCFPD"). Per the Contra Costa County Local Agency Formation Commission ("LAFCO"), the initiation process includes a variety of required steps and due diligence items the City of Pinole must complete prior to applying for collaborative fire protection. Specifically, the State of California Government Code Section 56134 requires a submission of an independent fiscal analysis to ascertain whether the financial terms of the service contract are feasible and sustainable. The specific scope of this independent fiscal analysis must review and document all the following:

1. A thorough review of the plan for services submitted by the public agency.
2. Analysis of how the costs of the existing service provider compare to the costs of services provided in service areas with similar populations and of similar geographic size that provide a similar level and range of services and make a reasonable determination of the costs expected to be borne by the public agency providing new or extended fire protection services; and
3. Any other information and analysis needed to support the proposal.
4. Evaluation that the proposed affected territory is expected to receive revenues sufficient to provide public services and facilities and a reasonable reserve during the three fiscal years following the effective date of the contract or agreement between the public agencies to provide the new or extended fire protection services.

Our analysis was completed using budgetary, census, and departmental statistics that were publicly available on the individual units' websites or data portals. We completed a thorough review of the plan for service and supporting documents during the month of June 2022 and communicated with city, county, and fire leadership officials on clarifying questions at that time over multiple worksessions. A list of the comparative agencies was selected with the assistance of city officials on June 15th . Assumptions were used in the estimation of certain direct and indirect costs and are noted within the contents of the report. It is our goal to be conservative in forward looking estimates while also illustrating what the potential fiscal impact may likely be from the proposed cooperative fire service plan. I can be reached at Adam@StoneMunicipal.com or at (317) 476-2826 for questions or additional information as needed.

Sincerely,

Adam D. Stone

Adam D. Stone, CPA

Stone Municipal Group | Municipal Advisor | Principal-in-charge

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Executive Summary

In November, 2021 the County Board of Supervisors approved certain expenditures of Measure X funds. Included in this decision was an intent to provide $2 Million in funding from Measure X to assist in providing full funding, when combined with City of Pinole ("PFD") funds, to reopen Fire Station 74 in Pinole Valley as part of a contract for fire services to be provided by Contra Costa County Fire Protection District ("CCCFPD") for the full operation of fire, rescue, emergency medical, fire prevention, training, and administration to the City of Pinole.

Background information related to the contract for service:

- Fire Station 74 in Pinole Valley was closed in 2012.
- The proposed service plan will provide for the reopening and staffing of Fire Station 74.

Purpose of Report

This report was prepared to assist the City of Pinole with the Contra Costa County Local Agency Formation Commission ("LAFCO") process related to contracting with another unit or agency of local government to provide fire contractual services. An independent fiscal report is required and outlined by the State of California Government Code Section 56134 to ascertain whether the financial terms of the service contract are feasible and sustainable. To comply with the requirements, our firm completed a detailed and thorough review of the proposed service plan, comparable costs, and other documentation that outlines the proposed plan to contract with CCCFPD to provide fire service to City of Pinole residents.

How to Use Navigate & Use Report

This report is prepared for external technical financial review purposes and is not intended to argue one method over another. This report does not make a recommendation or advice regarding negotiation terms, plan for service proposals, or details into day-to-day fire operations. This report is intended to project the most likely budget and financial outcomes of the options available to the City of Pinole and provide stakeholders with information to make an informed decision. As such, readers of this report are encouraged to review the table of contents to select areas of interest. The report is organized into broad sections to comply with California Government Code Section 56134.

Plans and Document Review

This report was prepared using estimates, calculations, and management plans that were made available during June and July 2022. Specifically, we completed a detailed review of the CCCFPD proposed station budgets, proposed Pinole Fire Plan for Services, proposed staffing standards, staffing growth plans, position cost schedules, and operating statistics.

In addition to the plans for service and management reports, we reviewed the City of Pinole's line-item budgetary and financial documents for fiscal years 2018-2022. We also reviewed the most recent CalPERS Annual Valuation Report for Pinole City safety. (i.e. Safety & PEPRA Fire Safety) The FY21 report was not yet published at the time of this report. Therefore, all CalPERS related estimates are dated as of June 30, 2020.

Comparative entity data was sourced through publicly available data on comparable entities which included annual adopted budgets, annual reports, and Census data. For the comparison entities, major assumptions include Fire runs (incidents), staffing levels, and budgetary estimates.

Certain assumptions were made to project future cost of operations under different scenarios. To assist in this forecast, we enlisted the help of the report review team to help create growth plans into our forecast. The core report review team consisted of the following individuals:

- City of Pinole
  - Chief Chris Wynkoop
  - Ms. Markisha Guillory
- Contra Costa County Fire Protection District
  - Chief Lewis Broschard
- Contra Costa County
  - Mr. Adam Nguyen
  - Mr. Paul Reyes

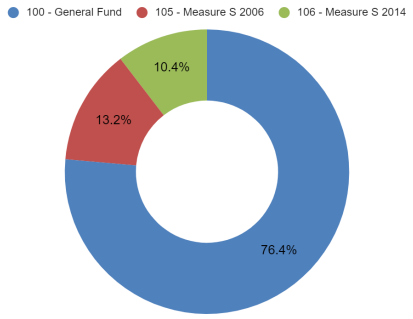
With the help of this group, we were able to prepare a seven-year capital improvement plan for the City of Pinole Fire Department that incorporates apparatus replacement, facility improvements, and necessary equipment needs. While an estimate, this plan will allow us to better compare the scenarios as they more accurately reflect the complete cost of operating the Fire Department long term. Note, the CCCFPD budget scenario assumes an annual programmatic apparatus replacement of $250,000 per year. The City of Pinole Capital Improvement Plan ("CIP") assumes a non-programmatic "pay-as-you-go" apparatus replacement project which results in large swings in the annual capital budget. Comparing the CCCFPD to the average annual capital outlay amount creates a better comparison. The average across all categories is $417,286 per year including building improvements. (i.e. FY 24 - FY 30)

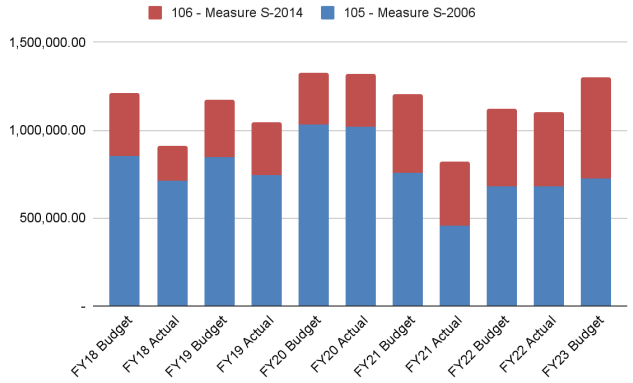
					Plan Year No.								
					0	1	2	3	4	5	6	7	
Project	Description	Funding Source	Budget Line Code	Today's Cost	FY 2023 Current Budget	FY 2024 Estimate	FY 2025 Estimate	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	Fire Dept. Total
FF&E-Vehicles	Replace Staff Vehicle (Chief & Battalion)	Budget-Cash	47104	$68,600		$72,000			$83,500				$155,500
FF&E-Equipment	Station 74 Generator	Budget-Cash	47101	$4,000	$4,000								$4,000
FF&E-Improvements/Building	Based on 3-Yr Average	Budget-Cash	47105	$45,000		$47,250	$49,500	$52,000	$54,500	$57,250	$60,000	$63,000	$383,500
FF&E-Equipment	Misc. Equipment	Budget-Cash	47101	$20,000		$21,000	$22,000	$23,000	$24,250	$25,500	$26,750	$28,000	$170,500
FF&E-Computer Equipment	Based on 3-Yr Average	Budget-Cash	47102	$3,000		$3,250	$3,500	$3,750	$4,000	$4,250	$4,500	$4,750	$28,000
FF&E-Furniture	Based on 3-Yr Average	Budget-Cash	47103	$2,500		$2,750	$3,000	$3,250	$3,500	$3,750	$4,000	$4,250	$24,500
FF&E-Equipment	Type VI Grass Rig	Budget-Cash	47101	$275,000				$318,250					$318,250
FF&E-Equipment	Type III Wildland Engine	Budget-Cash	47101	$450,000						$574,250			$574,250
FF&E-Equipment	Type I Front-Line Engine	Budget-Cash	47101	$900,000								$1,266,500	$1,266,500
				$1,625,000	$4,000	$146,250	$78,000	$400,250	$169,750	$665,000	$95,250	$1,366,500	$2,925,000

Analysis of Existing Service Provider Cost

The City of Pinole Fire Department Budget is sourced by multiple governmental funds. The funds reviewed are General Fund, 2006 Measure S Fund, 2014 Measure S Fund, Equipment Reserve, and the Growth Impact Fund. We reviewed combined actual and budgeted results for fiscal years 2018, 2019, 2020, 2021, 2022, and 2023. Below is a categorical summary which shows combining current and historic results for the Fire Department.

Category	2017-2018 Actual	2018-2019 Actual	2019-2020 Actual	2020-2021 Actual	2021-2022 Actual	2022-2023 Total Budget
Category: 32 - INTERGOVERNMENTAL REVENUES	$47,026	$57,026	$47,026	$46,937	$46,937	$47,026
Category: 33 - LICENSES AND PERMITS	$67,307	$101,163	$54,436	$74,600	$273,396	$301,922
Category: 38 - MISCELLANEOUS REVENUE	$0	$1,190	$1,071	$110,484	$139	$1,746
Category: 39 - OTHER FINANCING SOURCES	$10,000	$0	$0	$0	$0	$0
REVENUE TOTAL	$124,333	$159,379	$102,533	$232,022	$320,472	$350,694
Category: 40 - SALARIES AND WAGES	$1,832,416	$1,878,300	$2,182,339	$2,205,603	$2,560,590	$2,663,740
Category: 41 - EMPLOYEE BENEFITS	$604,578	$860,471	$1,038,920	$1,097,045	$1,341,532	$1,602,331
Category: 42 - PROFESSIONAL/ADMINISTRATIVE SERVICES	$637,373	$640,483	$684,184	$857,617	$560,089	$843,700
Category: 43 - OTHER OPERATING EXPENSES	$55,366	$52,691	$61,102	$69,773	$74,494	$53,600
Category: 44 - MATERIALS AND SUPPLIES	$43,413	$26,969	$65,351	$48,148	$84,323	$66,000
Category: 46 - INTERFUND/INTERDEPARTMENTAL CHARGES	$111,353	$61,593	$212,462	$197,543	$215,152	$281,057
Category: 47 - ASSET ACQUISITION, IMPROVEMENT, DISPOSAL	$0	$168,113	$200,019	$954,080	$10,905	$4,000
Category: 48 - DEBT SERVICE	$70,433	$70,433	$70,433	$0	$0	$0
EXPENSE TOTAL	$3,354,931	$3,759,053	$4,514,810	$5,429,808	$4,847,084	$5,514,428
NET TO BE COVERED BY GENERAL REVENUES	-$3,230,598	-$3,599,674	-$4,412,277	-$5,197,786	-$4,526,612	-$5,163,734





Source: City of Pinole financial reports and budget documents provided July 14, 2022. (unaudited)

Comparison of Existing Service Provided to Similar Entities

Entity Selection

Part of the LAFCO process is to conduct comparative cost analysis. For this report, we selected comparison entities that were similar in population and geographic size. (i.e., land area) Additionally, we looked at entities that provide a similar range and level of service. We selected fire runs, number of stations, and staffing level as indicators for range and level of service. Lastly, we selected comparable entities of differing government structure and fire service. As each entity is different, the data for each was normalized to produce as close to an "apples-to-apples" comparison as possible. Therefore, the data was normalized on per capita, per full-time firefighter, and per run incident metrics to help in the comparability. It should be noted that comparing public safety departments on an apples-to-apples basis is extremely challenging as run data can be grossly under or over inflated due to different entities counting runs differently. (e.g. EMS, apparatus dispatched, etc.) For the purposes of this report, we are taking the publicly available data at face value and make no opinion on the type of runs reported.

Entity Comparison

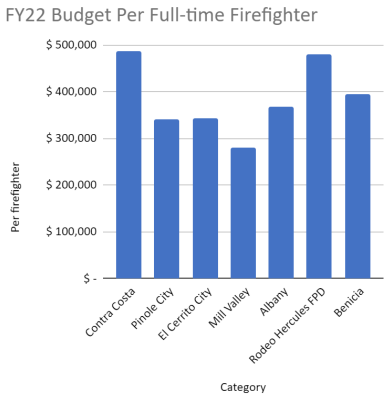
	Agency-Wide		Comparable Entities				
Category	Contra Costa	Pinole City	El Cerrito City	Mill Valley	Albany	Rodeo Hercules FPD	Benicia
Population estimates (1)	625,000	18,821	25,845	14,105	19,488	35,744	26,819
Land Area - Square Miles (2)	304	5.1	3.7	4.8	1.8	10.2	12.8
Fire Runs - Incidents (3) (4)	82,561	1,624	3,010	1,888	1,850	2,888	2,761
Service Level:							
Stations (3) (4)	26	1	2	2	1	2	2
Fulltime Firefighters (3) (4)	355	15	36	26	18	18	30
Fulltime Firefighters per 1,000 residents	0.57	0.80	1.39	1.84	0.92	0.50	1.12
Fire Runs per 100 residents	13.21	8.63	11.65	13.39	9.49	8.08	10.29
Population per square mile	2,056	3,690	7,042	2,951	10,887	3,515	2,094

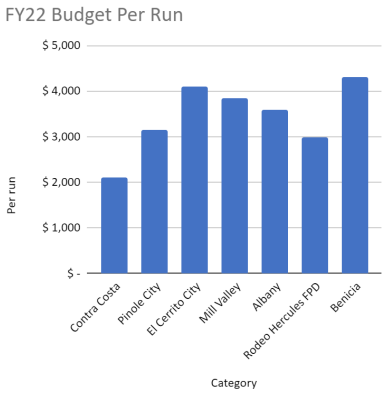
Source:
1.) United States Census - July 1, 2021 (V2021) Population Estimates as collected by the five-year American Community Survey data. (2016-2020)
2.) United States Census - Population per square mile, 2020.
3.) Fire department websites, 2021 annual reports, and operational plans where available.
4.) Contra Costa, El Cerrito, and Rodeo fire incidents provided by CCCFPD dispatch.

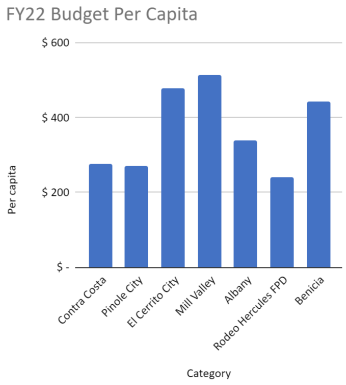
Notes:
Budget Comparison (FY2022 Adopted Budget)
Assumes (2) civilian positions for Mill Valley listing. SMFPD listed 4,720 fire incidents in FY21. Assumes 40% of runs allocated to Mill Valley.
Rodeo Hercules FDP includes Census Designated Place ("CDP") population estimates.

Comparison of Existing Service Provided to Similar Entities (Cont.)

Budget Comparison







Category	Contra Costa	Pinole City	El Cerrito City	Mill Valley	Albany	Rodeo Hercules FPD	Benicia
Salaries & Benefits	127,023,000	$ 3,826,010	$ 11,084,920	$ 6,011,043	$ 5,197,300	$ 7,121,509	$ 9,442,290
Services & Supplies	18,964,000	1,193,632	1,226,382	1,256,970	580,840	1,218,423	1,175,940
Capital Outlay	3,498,000	72,600	37,100	-	-	20,500	810,700
Debt Service	-	-	-	-	-	269,114	-
Other Financing Uses	14,057,000	-	-	-	843,755	-	196,630
Special Items	9,182,000	-	-	-	-	3,420	238,600
Total Adopted Budgets	$ 172,724,000	$ 5,092,242	$ 12,348,402	$ 7,268,013	$ 6,621,895	$ 8,632,966	$ 11,864,160
Normalized Expenditures:							
Per Capita	$ 276	$ 271	$ 478	$ 515	$ 340	$ 242	$ 442
Per Firefighter	$ 486,546	$ 339,483	$ 343,011	$ 279,539	$ 367,883	$ 479,609	$ 395,472
Per Run	$ 2,092	$ 3,136	$ 4,102	$ 3,850	$ 3,579	$ 2,989	$ 4,297

Source:
1.) United States Census - July 1, 2021 (V2021) Population Estimates as collected by the five-year American Community Survey data. (2016-2020)
2.) United States Census - Population per square mile, 2020.
3.) Fire department websites, 2021 annual reports, and operational plans where available.
4.) Contra Costa, El Cerrito, and Rodeo fire incidents provided by CCCFPD dispatch.

Notes:
Budget Comparison (FY2022 Adopted Budget)
Assumes (2) civilian positions for Mill Valley listing. SMFPD listed 4,720 fire incidents in FY21. Assumes 40% of runs allocated to Mill Valley.
Rodeo Hercules FDP includes Census Designated Place ("CDP") population estimates.
Comparable entities selected by City of Pinole.

Scenarios Overview

For the comparison of current service level ("Scenario One") and CCCFPD cooperative agreement ("Scenario Two") we made several significant assumptions. First we calculated the most likely cost projections under the two primary options being considered; 1.) Continuation of "in-house" Pinole Fire Department service to operate one station, and 2.) Contractual Service for Fire Service with CCCFPD to operate two stations. Within each scenario we also calculated the worst case and best case scenarios to illustrate the sensitivity based on different assumptions. (e.g. inflation, Measure X allocations, economic conditions)

Scenario 1 - Continuation of Current Service Level

In this scenario we assumed no transition to CCCFPD and no change in existing level of service. (i.e. stations or staffing) This scenario forecasts operating and capital expenditures for the budget periods FY 2022/23 – 2029/30.

- Budget estimates based on FY 2022-23 Fire Department combined budget of $5,514,428. (General, Measure S 2006, and Measure S 2014 funds.)
- Assumes no growth in existing staffing or funded staffing levels. (17 current FTEs)
- Assumes six percent (6%) annual increase in salary and wages. (e.g., 3% cost of living increase and 3% market equity increase)
- Assumes employee benefits remain constant as a percentage of gross salaries and wages.
- Assumes a stair-stepped inflation of eight percent to five percent (8% - 5%) annual increase in materials, supplies, and services due to rising prices.
- Assumes an initial $146,250 capital outlay expenditures. (e.g., equipment replacement, vehicle replacement, and station improvements)
- Assumes a seven-year capital improvement plan of $2,925,000, average of $417,286 per year including facility and computer equipment. The average vehicle and apparatus replacement need is estimated at $292,875 per year. To help with apples-to-apples comparison we have assumed a level sinking fund replacement to smooth out large budget differences in future years.
- Assumes five percent (5%) annual increase in capital expenditures due to rising prices.
- Includes communication and weed abatement.

Expected Costs of Current Service Level ("Most Likely")

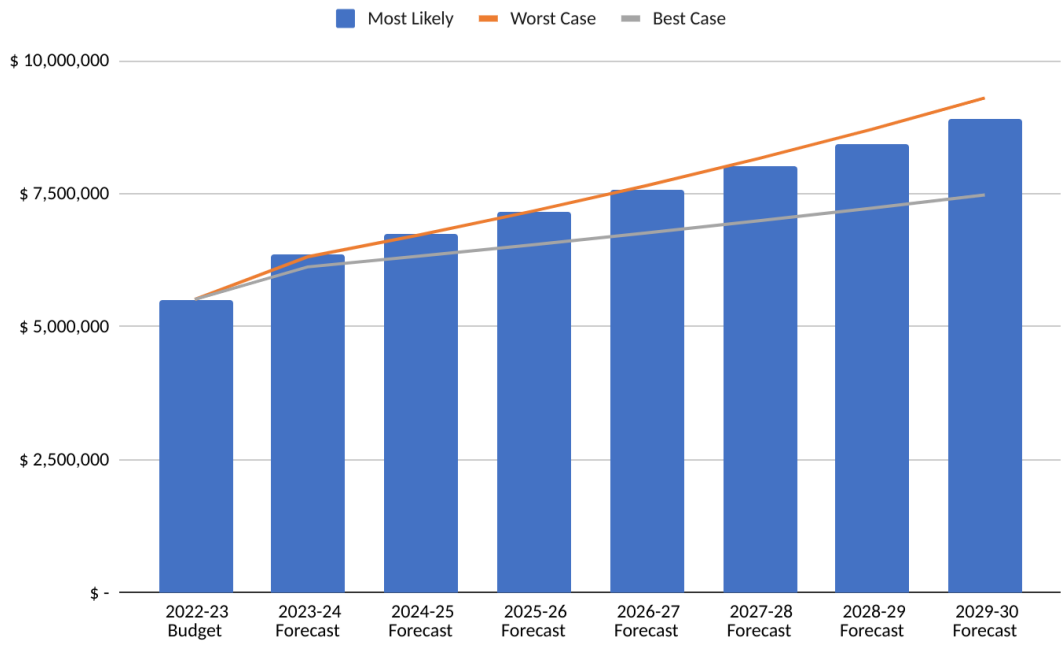
If the City of Pinole chooses to not enter into a cooperative fire agreement with CCCFPD, 100% of current employee salary and employee benefit costs will remain in the City's budget. The current level of service does not include any of the recommendations outlined in the capital improvement plan.

	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6*	*Year 7*
	2022-23 Budget	**2023-24 Forecast**	**2024-25 Forecast**	**2025-26 Forecast**	**2026-27 Forecast**	**2027-28 Forecast**	**2028-29 Forecast**	**2029-30 Forecast**
Budget Forcast:								
Personnel Cost (Salaries and Wages)	$ 2,663,740	$ 2,823,564	$ 2,992,978	$ 3,172,557	$ 3,362,910	$ 3,564,685	$ 3,778,566	$ 4,005,280
Employee Benefits:								
PERS Retirement (~40%)	$ 1,105,953	$ 1,129,426	$ 1,197,191	$ 1,269,023	$ 1,345,164	$ 1,425,874	$ 1,511,426	$ 1,602,112
Employee Medical-Active (~15%)	$ 285,646	$ 423,535	$ 448,947	$ 475,884	$ 504,437	$ 534,703	$ 566,785	$ 600,792
Workers Compensation (~5%)	$ 138,122	$ 141,178	$ 149,649	$ 158,628	$ 168,146	$ 178,234	$ 188,928	$ 200,264
Other Employee Benefits (~3%)	$ 72,610	$ 84,707	$ 89,789	$ 95,177	$ 100,887	$ 106,941	$ 113,357	$ 120,158
Other Operating Expenses	$ 1,244,357	$ 1,343,906	$ 1,451,418	$ 1,567,531	$ 1,677,259	$ 1,777,894	$ 1,866,789	$ 1,960,128
Capital Outlays	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Plan	$ -	$ 417,000	$ 417,000	$ 417,000	$ 417,000	$ 417,000	$ 417,000	$ 417,000
Operating Expenses before other costs	$ 5,514,428	$ 6,363,316	$ 6,746,973	$ 7,155,799	$ 7,575,803	$ 8,005,331	$ 8,442,852	$ 8,905,735

Notes:
Per Capital Improvement Plan v3
Based on adopted FY 2023 City of Pinole Fire Department budget.

Current Service Level Sensitivity Analysis

For scenario one we projected future expected costs using the most likely, worst case, and best case assumptions. Across the different potential outcomes, we assumed different sets of future inflation and economic assumptions.



We calculated the future expected budget outcome and annual budget variance between the CCCFPD scenario two and City provided service scenario one cost forecasts. These are intended to provide the City of Pinole a reasonable range of likely future cost of service as well as the favorable (unfavorable) results of each.

Budget Projections

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	$ 5,514,428	$ 6,363,316	$ 6,746,973	$ 7,155,799	$ 7,575,803	$ 8,005,331	$ 8,442,852	$ 8,905,735
Worst Case	$ 5,514,428	$ 6,314,987	$ 6,730,355	$ 7,175,564	$ 7,652,798	$ 8,164,404	$ 8,712,902	$ 9,301,003
Best Case	$ 5,514,428	$ 6,124,787	$ 6,329,670	$ 6,542,382	$ 6,763,241	$ 6,992,581	$ 7,230,749	$ 7,478,107

Budget Impact (Favorable) Unfavorable by Outcome

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Worst Case	$ -	$ (48,328)	$ (16,617)	$ 19,765	$ 76,995	$ 159,073	$ 270,051	$ 395,268
Best Case	$ -	$ (238,528)	$ (417,303)	$ (613,418)	$ (812,562)	$ (1,012,750)	$ (1,212,103)	$ (1,427,628)

Budget (Favorable) Unfavorable Change Compared to Scenario 2

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	$ -	$ 255,870	$ 253,562	$ 204,976	$ 142,126	$ 68,113	$ (27,382)	$ (135,665)
Worst Case	$ -	$ 207,542	$ 64,070	$ (143,346)	$ (374,885)	$ (627,482)	$ (911,733)	$ (1,231,198)
Best Case	$ -	$ 17,342	$ 18,208	$ (24,112)	$ (67,332)	$ (105,640)	$ (146,582)	$ (190,329)

Scenario 2 – Cooperative Fire Service Agreement with CCCFPD

In this scenario we assumed a complete staffing transition to CCCFPD and that the City would effectively outsource 100% of its going forward costs for fire protection staffing to CCCFPD. This scenario forecasts operating and capital expenditure for the budget periods 2022-23 through 2029-30.

- Budget estimates based on FY 2022-23 Fire Department combined budget of $5,514,428. (General, Measure S 2006, and Measure S 2014 funds.)
- Assumes Pinole Fire would transfer all positions, equipment, and apparatus to CCCFPD at no cost.
- Assumes existing (1) active and (1) inactive Fire Stations would remain as a fixed capital asset of the City of Pinole. Facility repairs and replacement to be the responsibility of City of Pinole
- Assumes (1) inactive station would be activated and staffed by CCCFPD to restore the level of service achieved in the past.
- Assumes Pinole Fire would continue to be responsible for following existing budgetary items moving forward: Fire allocated CalPERS Unfunded Accrued Liability ("UAL"), abatement services, station utilities, station repairs and maintenance, legal charges, and property liability. Total remaining budgetary cost estimated at $753,489 or 13.66% of current budget.
- Assumes CCCFPD staffing of (3) Captains, (3) Engineers, and (3) Firefighters per station. Pass-through and/or of other CCCFPD related expenditures. (e.g. employee benefits, operating expenses, apparatus replacement)
    - Assumes direct station staffing related costs of $3,000,786 per station.
    - Operating cost of $114,436, and equipment replacement of $125,000 per station.
    - Assumes $172,498 in allocated communication center dispatch cost. Assumes the communication center allocated cost grows at 4% per year.
    - Assumes a shared services administrative cost of 10% billed to the City of Pinole. The administrative cost will be charged on all budgeted costs minus the communication center charges. The basis for the 10% administrative cost is the annual adopted budget, of which the City of Pinole will be made known of increases or decreases year to year. A list of indirect costs are included in the additional information section of this report.
- Assumes initial gross annual contract amount of $7,300,987 or $441,749 per month beginning January 1, 2023 net Measure X. Cost to be billed out monthly based on the annual budget less the two million in Measure X allocation. Future budgets are subject to change and appropriation by the fiscal body.
- Assumes $2M in Measure X allocated with an annual escalator of 2.30%. While the allocation is not expressly stated in the contract beyond the initial 5-year contract term, we carried forward the assumption throughout the 7-year projection.
- One-time budgetary impact to the City of Pinole File Department in the amount of $52,969.63 to cover the payout of accrued vacation.
- Assumes fiscal impact under full budget year scenario. Contract likely to become effective mid-fiscal year (January 1, 2023) and therefore the initial cost will be based on the remaining six fiscal months of budget year 2023.
- Assumes that from the date CCCFPD hires such staff, CCCFPD will be responsible for all salaries, employee benefits, including contributions for retiree-related benefits, and future accruals of unfunded liability for retiree-related benefits.
- Assumes the City of Pinole will be responsible for 100% of retiree-related and other post-employment benefits, including accrued CalPERS unfunded liability for retiree-related benefits, for such staff for the period during which they were employed by the City of Pinole.

- Assumes personnel costs at the top step for each class of employee.
- Assumes a stair-stepped inflation of eight percent to three percent (8% - 3%) annual increase in materials, supplies, services, and personnel services.

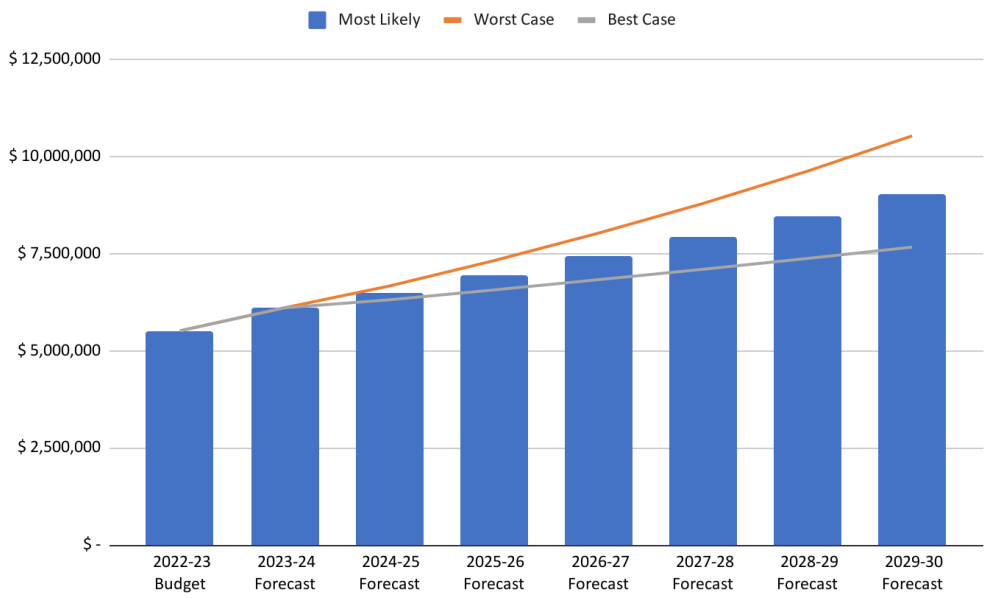
Expected Costs of Cooperative Fire Agreement ("Most Likely")

If the City of Pinole enters into a cooperative fire agreement with CCCFPD, 100% of current employee salary and employee benefit costs will be converted into a contractual service expenditure. The initial contract value is based on the budgeted cost of the positions and it is expected to increase over the contract period as cost-of-living adjustments are approved. To recover indirect administrative costs, CCCFPD is expected to charge an administrative cost of 10%. This administrative cost is included within the initial proposed two-station budget of $7,300,987. Adjusted for the Measure X allocation, the initial budget to be billed to the City of Pinole is anticipated to be $5,300,987, or $441,749 per month. In addition to the personnel costs, the City of Pinole will continue certain services and supplies costs associated with the department.

	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6*	*Year 7*
	2022-23 Budget	**2023-24 Forecast**	**2024-25 Forecast**	**2025-26 Forecast**	**2026-27 Forecast**	**2027-28 Forecast**	**2028-29 Forecast**	**2029-30 Forecast**
Proposed CCCFPD Contractual Costs:								
Personnel Cost (Pass-Through)	$ -	$ 2,540,000	$ 2,616,200	$ 2,694,686	$ 2,775,527	$ 2,858,792	$ 2,944,556	$ 3,032,893
Employee Benefits (Pass-Through)	$ -	$ 3,461,572	$ 3,738,498	$ 4,037,578	$ 4,360,584	$ 4,709,431	$ 5,086,186	$ 5,493,080
Direct cost allocations (materials and supplies)	$ -	$ 173,872	$ 187,782	$ 202,804	$ 217,001	$ 230,021	$ 241,522	$ 253,598
Direct cost allocations (equipment replacement)	$ -	$ 305,000	$ 320,250	$ 336,263	$ 353,076	$ 370,729	$ 389,266	$ 408,729
Communication Center Allocation	$ -	$ 172,498	$ 179,398	$ 186,574	$ 194,037	$ 201,798	$ 209,870	$ 218,265
Administration Allocation (10%)	$ -	$ 648,044	$ 686,273	$ 727,133	$ 770,619	$ 816,897	$ 866,153	$ 918,830
Operating Expenses before Measure X	$ -	$ 7,300,987	$ 7,728,401	$ 8,185,038	$ 8,670,843	$ 9,187,669	$ 9,737,552	$ 10,325,395
Measure X County Allocation	$0	-$2,000,000	-$2,046,000	-$2,093,058	-$2,141,198	-$2,190,446	-$2,240,826	-$2,292,365
Net Shared CCCFPD Contractual Cost	$0	$5,300,987	$5,682,401	$6,091,980	$6,529,644	$6,997,223	$7,496,726	$8,033,030
Operating Budget Impact:								
Personnel Cost (Salaries and Wages)	$ 2,663,740	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Employee Benefits	$ 1,195,404	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Remaining UAL Payment	$ 406,927	$ 439,100	$ 471,470	$ 492,140	$ 511,660	$ 524,080	$ 536,797	$ 549,824
Other Operating Expenses	$ 1,244,357	$ 314,389	$ 339,540	$ 366,703	$ 392,372	$ 415,915	$ 436,710	$ 458,546
NEW Contractual Service Agreement (From Above)	$ -	$ 5,300,987	$ 5,682,401	$ 6,091,980	$ 6,529,644	$ 6,997,223	$ 7,496,726	$ 8,033,030
Capital Outlays	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PLUS: One-Time Transition Cost (Vacation Payout)	$ -	$ 52,970	$ -	$ -	$ -	$ -	$ -	$ -
Total Expected Cost of Contractual Fire Service	$ 5,514,428	$ 6,107,445	$ 6,493,411	$ 6,950,823	$ 7,433,677	$ 7,937,218	$ 8,470,233	$ 9,041,400

Cooperative Fire Agreement Sensitivity Analysis

For scenario two we continued with projecting costs using the most likely, worst case, and best case assumptions. In addition to inflation and economic assumptions, we added a worst case scenario where the Measure X income tax allocation increases at a slower rate. (i.e. 2% vs. 2.3%) This change materially affected the future net budget impact to the City of Pinole and is one of the single largest future cost variables. Under the best case scenario, we assumed Measure X would continue for every year services are contracted and would increase annually at a reasonable growth rate.



We calculated the future expected budget outcome and annual budget variance between the CCCFPD scenario two and City provided scenario one cost forecasts. These are intended to provide the City of Pinole a reasonable range of likely future cost of service as well as the favorable (unfavorable) results of each.

Budget Projections

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	$ 5,514,428	$ 6,107,445	$ 6,493,411	$ 6,950,823	$ 7,433,677	$ 7,937,218	$ 8,470,233	$ 9,041,400
Worst Case	$ 5,514,428	$ 6,107,445	$ 6,666,285	$ 7,318,910	$ 8,027,683	$ 8,791,886	$ 9,624,636	$ 10,532,201
Best Case	$ 5,514,428	$ 6,107,445	$ 6,311,462	$ 6,566,494	$ 6,830,573	$ 7,098,221	$ 7,377,331	$ 7,668,436

Budget Impact (Favorable) Unfavorable by Outcome

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Worst Case	$ -	$ -	$ 172,875	$ 368,087	$ 594,006	$ 854,668	$ 1,154,402	$ 1,490,802
Best Case	$ -	$ -	$ (181,949)	$ (384,329)	$ (603,104)	$ (838,997)	$ (1,092,902)	$ (1,372,964)

Budget (Favorable) Unfavorable Change Compared to Scenario 1

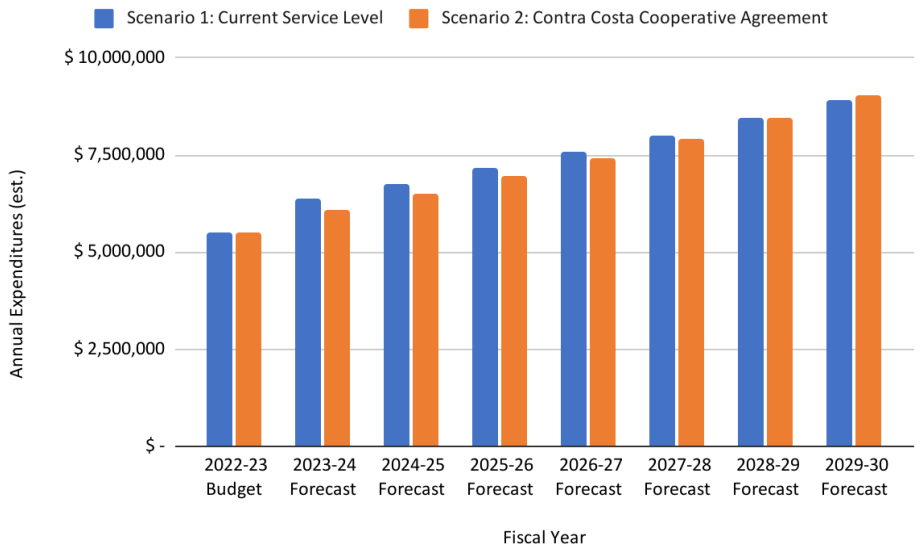
	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	$ -	$ (255,870)	$ (253,562)	$ (204,976)	$ (142,126)	$ (68,113)	$ 27,382	$ 135,665
Worst Case	$ -	$ (207,542)	$ (64,070)	$ 143,346	$ 374,885	$ 627,482	$ 911,733	$ 1,231,198
Best Case	$ -	$ (17,342)	$ (18,208)	$ 24,112	$ 67,332	$ 105,640	$ 146,582	$ 190,329

Additional Information & Analysis

Cost Comparison of Scenarios

	City of Pinole	CCCFPD Contract
Scenario Reference	001	002
Active Stations	1	2
Full Time Firefighters	15	18
Expected Annual Cost - Yr 1 of Contract (Gross)	$6,363,316	$7,300,987
Measure X Allocation	$0	$2,000,000
Expected Annual Cost - Yr 1 of Contract (Net)	$6,363,316	$5,300,987
City Annual Cost (On-going)	$0	$753,489
City Cost (one-time)	$0	$52,970
Total Cost - Yr 1	$6,363,316	$6,107,445
Expected Monthly Cost - Yr 1 of Contract	$530,276	$508,954
Expected Cost - 7-Yr Plan Average	$7,599,401	$7,490,601
Expected Monthly Cost - 7-Yr Plan Average	$633,283	$624,217

Based on the most likely assumptions and the annual sinking fund for capital outlays, the CCCFPD ("scenario two") option provides the lowest net budget impact to the City of Pinole in FY 2023-24 ("Yr 1") . Over time, the CCCFPD contract is expected to cost less than the current operations by $108,800 per year on average. This amount assumes the Measure X allocation grows at 2.3% for all years a contract for service is in place. Note the City's current staffing of fifteen full time equivalents (15 firefighters) supplies one station currently, whereas CCCFPD staffs two stations.



Contra Costa County Fire Protection District Administrative Cost

Below is a list of indirect costs that together represent the rationale behind the 10% proposed administrative cost.

- Administration - Fire Chief, Deputy Fire Chief, Fire Marshal
- Public Information Officer
- General and automobile liability
- Information Technology Support and Infrastructure
- Payroll, Accounting, Fire District Human Resources
- Fire Investigation Services
- Training Administration, Vector Solutions
- EMS Training and Quality Improvement
- County General (legal, County Administration, Auditor) Charges

Contra Costa County Fire Protection District Revenue Sufficiency

For this report, we assume year one ("Yr 1") for scenario two is FY 2023-24. Based on the assumptions, the anticipated monthly CCCFPD cost of service incurred and billed to Pinole Fire Department during the first three years would be as follows:

	Yr 1	Yr 2	Yr 3
Estimated Annual Cost of Service, gross	$ 7,300,987	$ 7,728,401	$ 8,185,038
Less: Measure X Allocation	$ (2,000,000)	$ (2,046,000)	$ (2,093,058)
Net Cost of Service Billable to Pinole	$ 5,300,987	$ 5,682,401	$ 6,091,980
Percentage of FY 2023 Budget	96%	103%	110%
Percentage of Scenario One Expected Cost	83%	84%	85%
Percentage of FY 2023 Measure S Sources	16%	17%	18%
Estimated Monthly Charge for Service	$441,749	$473,533	$507,665

City of Pinole Financial Feasibility & Sustainability

The City of Pinole maintains five separate funds which have supported the Fire Department over the past few fiscal years. Two of those funds relate to the City of Pinole's Measure S funds. (i.e. 2006 & 2014) For the 2023 fiscal year budget, the total Measure S funds are estimated at $4,902,000. Historically, the Fire Department has received approximately 25%, or $1,039,873, of the total Measure S funding. The City of Pinole's Measure S funds do not currently have a predetermined sunset or expiration date. As of the FY 2023 budget, there were $4.9M of Measure S funds appropriated, which represented 13% budget growth year over year.

Funding Sources	FY 2021/22 Budget	FY 2022/23 Budget	% Change
General Fund Revenues (all sources)	$21,627,288	$28,111,479	30%
2014 Measure S	$2,173,000	$2,451,000	13%
2006 Measure S	$2,163,746	$2,451,000	13%
	$25,964,034	$33,013,479	27%
Fire Department Expenditure Budget	$5,092,242	$5,514,428	8%
Fire Department Utilization - Measure S (in dollars)	$1,124,737	$1,301,724	16%
Fire Department Utilization - Measure S (in percent)	$0	$0	
Measure S as Percent of General Fund Revenues	20%	17%	-13%
Fire Department Budget as Percent of General Fund Revenues	24%	20%	-17%
Fire Department Funding Sources by Fund:			
General Fund	$3,967,505	$4,212,704	6%
Measure S 2006	$679,488	$727,182	7%
Measure S 2014	$445,249	$574,542	29%

Governmental Reserves	6/30/2020	6/30/2021	% Change
General Fund Balance	$38,763,912	$41,473,658	7%
Cash and investments	$17,713,884	$19,457,868	10%
Unassigned General Fund Balance	$10,828,937	$12,488,562	15%

Source: City of Pinole Budget (FY 2021-22, FY 2022-23, & ACFR 06/30/2020 & 06/30/2021)

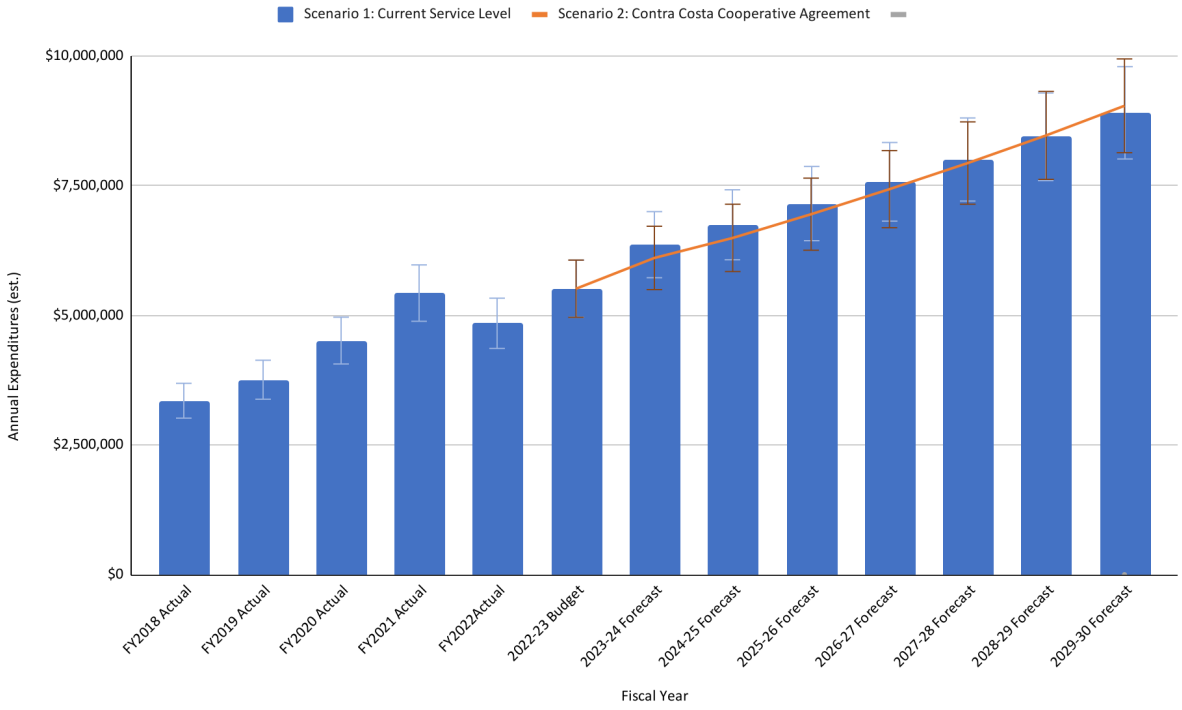
Looking beyond the Measure S funds, the Fire Department has averaged $187,748 in department specific revenues that are expected to remain as a local funding source.

Additionally each year the City Finance Department prepares a detailed budget and annual report that has certain financial policies to drive decisions. One such policy is a general reserve policy of 50%. That reserve level is currently met and the last audited financial statement reflects a General Fund Unassigned balance of $12,488,526. This amount is up 15% year over year and creates an unrestricted funding source to help stabilize operations in a period of budget contraction.

Based on the anticipated lower cost of scenario two, Measure S revenues, Measure X allocation, and the annual appropriation process, it appears that the City of Pinole has the financial means to enter into an agreement if their fiscal body finds that appropriate.

City of Pinole Financial Feasibility & Sustainability

The City of Pinole Fire Department's actual expenditures have increased an average of 10% per year between FY 2018 and FY 2022. Based on the current assumptions, the annual cost escalation under scenario one is 7.09%. Comparatively, scenario two is expected to grow by 7.32% per year based on the current assumptions. Below is a comparison of actuals versus projected future cost under both scenarios. To be conservative with forward estimates, the forecast for both scenarios include a plus or minus 10% margin of safety.



CalPERS Fire Department Unfunded Accrued Liability

Using the most recent June 30, 2020 valuation report the cumulative unfunded accrued liability (UAL) is $22,253,952 across the PERS-PEPRA Safety Fire and PERS-Safety plan. In order to allocate the amount retained by the City of Pinole, the percentage of full-time Fire Department employees vs total safety related positions could be used. At the time of this report, the pro rata portion of total CalPERS unfunded liability and amortization payments was allocated to the Fire Department was 23%. Therefore, for the 2022-23 budget cycle the remaining UAL budget impact that would remain with the City of Pinole is estimated to be $406,927.

PERS-PEPRA Safety Fire:

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio
06/30/2014	$12,401	$12,927	($526)	104.2%
06/30/2015	70,859	66,043	4,816	93.2%
06/30/2016	95,388	81,870	13,518	85.8%
06/30/2017	95,847	83,023	12,824	86.6%
06/30/2018	113,140	97,740	15,400	86.4%
06/30/2019	194,870	174,467	20,403	89.5%
06/30/2020	241,958	212,197	29,761	87.7%

PERS-Safety:

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio
06/30/2011	$46,103,119	$36,824,707	$9,278,412	79.9%
06/30/2012	47,888,593	36,109,991	11,778,602	75.4%
06/30/2013	51,681,999	41,436,450	10,245,549	80.2%
06/30/2014	56,111,018	46,686,286	9,424,732	83.2%
06/30/2015	57,996,772	45,575,302	12,421,470	78.6%
06/30/2016	60,809,793	44,325,488	16,484,305	72.9%
06/30/2017	64,072,583	47,307,038	16,765,545	73.8%
06/30/2018	70,371,785	50,957,506	19,414,279	72.4%
06/30/2019	72,486,976	52,024,491	20,462,485	71.8%
06/30/2020	74,783,071	52,558,880	22,224,191	70.3%

UAL Cost Projection:

	Year 0 **2022-23** **Budget**	*Year 1* **2023-24** **Forecast**	*Year 2* **2024-25** **Forecast**	*Year 3* **2025-26** **Forecast**	*Year 4* **2026-27** **Forecast**	*Year 5* **2027-28** **Forecast**	*Year 6* **2028-29** **Forecast**	*Year 7* **2029-30** **Forecast**
Projected UAL Payment (PERS Safety)	$1,762,095	$1,900,000	$2,039,000	$2,128,000	$2,212,000	$2,266,000	$2,321,290	$2,377,930
Future Projected Growth		8%	7%	4%	4%	2%	2%	2%
Fire Department Allocation	23%	23%	23%	23%	23%	23%	23%	23%
Allocated UAL (est.)	$405,282	$437,000	$468,970	$489,440	$508,760	$521,180	$533,897	$546,924
Projected UAL Payment (PERS PEPRA Fire)	$1,645	$2,100	$2,500	$2,700	$2,900	$2,900	$2,900	$2,900
Future Projected Growth		28%	19%	8%	7%	0%	0%	0%
Fire Department Allocation	100%	100%	100%	100%	100%	100%	100%	100%
Allocated UAL (est.)	$1,645	$2,100	$2,500	$2,700	$2,900	$2,900	$2,900	$2,900
Total Remaining UAL	$406,927	$439,100	$471,470	$492,140	$511,660	$524,080	$536,797	$549,824

Budget Impacts - Remaining Items

Below is the current budget for the Pinole Fire Department itemized by expenditure account. Were the City to enter a contract for service with CCCFPD, certain expenditure amounts would remain the responsibility of the City of Pinole and be incurred above and beyond the contractual services agreement cost. The current 2022-23 budget includes $1,105,953 for 41004 - Employee Benefits PERS Retirement. This amount includes the CalPERS Unfunded Accrued Liability ("UAL") related to the Fire Department. Under scenario two, a portion of that budget expense would become the responsibility of Contra Costa County. However, the UAL portion would remain the financial responsibility of the City of Pinole. Therefore, we have estimated the allocation and incorporated the remaining UAL component within the retained budgetary expenditures.

Remains in City of Pinole Budget

Account	2022-2023 Budget Estimate
41004 - Emp Benefits/PERS Retirement ("UAL")	$406,927
42108 - Prof Svcs/Building-Structure Maintenance	$14,370
42512 - Admin Exp/Abatement	$120,000
43101 - Utilities/Telephone	$100
43102 - Utilities/Water	$10,000
43103 - Utilities/Electricity & Power	$40,000
43105 - Utilities/Cable	$500
46126 - Legal Charges	$10,000
46201 - Insurance/General Liability	$151,592
Sub-Total	$753,489

Budget Impacts - Transitioning Items

Below is the current budget itemized by the expenditure account. The expenditure accounts are anticipated to be included within the cost of contractual services agreement cost.

Transitions to Contractual Service

Account	2022-2023 Budget Estimate
40101 - Salary & Wages/Full Time	$2,080,171
40102 - Salary & Wages/Part Time	$0
40103 - Salary & Wages/Vacation Leave	$5,262
40105 - Salary & Wages/Floating Holiday Leave	$123,893
40106 - Salary & Wages/Admin Leave	$0
40201 - Overtime	$250,000
40202 - FLSA Overtime	$59,936
40303 - Other Pay/Acting	$43,861
40305 - Other Pay/Uniform Allowance	$13,200
40306 - Other Pay/Medical In Lieu	$14,400
40307 - Other Pay/Education Incentive	$6,570
40311 - Other Pay/Cell Phone	$0
40314 - Other Pay/Paramedic	$66,447
41001 - Emp Benefits/Medical-Active	$285,646
41002 - Emp Benefits/Dental	$18,893
41003 - Emp Benefits/Vision Care	$3,796
41004 - Emp Benefits/PERS Retirement, net UAL	$699,026
41005 - Emp Benefits/Employee Assistance Prg	$794
41007 - Emp Benefits/Life-ADD	$1,679
41008 - Emp Benefits/Long Term Disability	$5,667
41009 - Emp Benefits/Workers Comp	$138,122
41010 - Emp Benefits/FICA - Medicare	$38,625
41012 - Emp Benefits/Unemployment Insurance	$3,156
42101 - Prof Svcs/Professional Service	$386,110
42104 - Prof Svcs/Paramedic Service	$53,600
42105 - Prof Svcs/Network Maintenance	$0
42106 - Prof Svcs/Software Maintenance	$15,000
42107 - Prof Svcs/Equipment Maintenance	$77,100

Account	2022-2023 Budget Estimate
42201 - Office Expense	$4,000
42202 - Office Exp/Printing & Binding	$0
42203 - Office Exp/Shipping & Mailing	$0
42301 - Travel & Training/Conf-Registration	$98,845
42302 - Travel & Training/Mileage	$500
42303 - Travel & Training/Meal Allowance	$0
42401 - Dues & Pub/Memberships	$1,175
42506 - Admin Exp/Bonds	$0
42508 - Admin Exp/Settlement	$0
42509 - Admin Exp/Misc Expense	$0
42510 - Admin Exp/Software Purch	$15,000
42514 - Admin Exp/Special Depart	$58,000
43201 - Taxes/Property Tax	$3,000
44301 - Other Mat & Sup/Fuel	$25,000
44304 - Other Materials Supp/Permit Fee	$0
44306 - Other Materials Supp/Maintenance Supplies	$0
44410 - Safety Clothing	$41,000
46121 - Admin Credits	$0
46122 - Admin Debits	$0
46124 - IS Charges	$119,465
47101 - FF&E/Equipment	$4,000
47102 - FF&E/Computer Equipment	$0
47103 - FF&E/Furniture	$0
47104 - FF&E/Vehicles	$0
47105 - FF&E/Equipment (not-capitalized)	$0
47106 - FF&E/Computer Equipment (not-capitalized)	$0
47201 - Improvements/Building	$0
48101 - Debt Principal	$0
48102 - Debt Interest	$0

END OF REPORT

ATTACHMENT E

CITY OF PINOLE

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING AN AGREEMENT FOR FIRE PROTECTION SERVICES WITH THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT (CCCFPD), AUTHORIZING THE CCCFPD TO SUBMIT AN APPLICATION TO THE CONTRA COSTA COUNTY LOCAL AGENCY FORMATION COMMISSION TO PROVIDE FIRE PROTECTION SERVICES IN PINOLE, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE OTHER RELATED DOCUMENTS NECESSARY TO IMPLEMENT THE CONTRACT FOR SERVICES

WHEREAS, the City Council previously directed staff to engage in dialogue with the Contra Costa County Fire Protection District ("CCCFPD") regarding closer cooperation and partnership; and

WHEREAS, the City has two fire stations, Station 74 and Station 73, but Station 74 has been closed since 2011 due to lack of funding; and

WHEREAS, CCCFPD is an all-hazards fire district providing traditional fire protection, wildland firefighting, emergency medical services, Advanced Life Support (ALS), ambulance transport, various special operations, and a comprehensive life-safety and prevention program; and

WHEREAS, CCCFPD currently maintains approximately 500 funded positions, and deploys 34 staffed apparatuses from 31 staffed fire stations located throughout its service area; and

WHEREAS, voters in Contra Costa County passed Measure X in November 2020, which adopted a 20 year sales tax increase, the proceeds of which could be used to fund expanded fire protection, health, and other services; and

WHEREAS, the County Measure X Advisory Board recommended $2 million dollars be allocated toward reopening Pinole Station 74 through an integrative agreement with CCCFPD; and

WHEREAS, the City and CCCFPD have undertaken a multi-month long process to identify an arrangement through which CCCFPD could provide fire protection services in Pinole, and determined that CCCFPD operating both Station 73 and 74 was the best and most feasible approach; and

WHEREAS, the City and CCCFPD have negotiated an Agreement for Fire Protection Services (the "Proposed Agreement") whereby CCCFPD will operate both Station 73 and 74, and all current uniform Pinole Fire Fighters, except for the Fire Chief, will become employees of CCCFPD; and

ATTACHMENT E

WHEREAS, the cost for CCCFPD to operate both stations, plus related City expenses, will be roughly equal to the amount of City funds normally allocated to the Fire Department plus the $2 million from Measure X; and

WHEREAS, the Contra Costa County Board of Supervisors has adopted Resolution No. 2022/332, whereby it allocated $2 million of Measure X funding for the reopening of Station 74 for each fiscal year through FY 2027/28, with the Measure X allocation to be adjusted annually beginning in Fiscal Year 2023/24 by the percentage change in the Consumer Price Index-All Urban Consumers for the San Francisco-Oakland-Hayward Area for the twelve-month period ending with the February index of the calendar year in which the adjustment is made, but not to exceed 4 percent per year; and

WHEREAS, in order for CCCFPD to provide fire protection services within the City of Pinole, State law requires that the Contra Costa County Local Agency Formation Commission ("LAFCo") approve the proposal; and

WHEREAS, in order for an application to be approved by LAFCo, the City must first authorize CCCFPD to submit the application; and

WHEREAS, the application also requires the City and CCCFPD to both execute a side letter with Local 1230, the bargaining unit representing the firefighters impacted by the Proposed Agreement; and

WHEREAS, the Stone Municipal Group has undertaken an independent fiscal analysis to analyze the impacts of the proposed contract, and that analysis has concluded that the City has the fiscal ability to enter into and sustain an agreement with CCCFPD to provide fire and emergency response services; and

WHEREAS, the financial analysis showed that the City will pay only modestly more, when accounting for the allocation of Measure X funding, for CCCFPD to operate both Stations 73 and 74 compared to the City's current cost to operate only one station because CCCFPD achieves economies of scale and scope, while reducing administrative overhead; and

WHEREAS, the Proposed Agreement is for an initial term of five years, which may be extended for an additional five year term by mutual written agreement of the City Manager and the CCCFPD Fire Chief, with each party retaining the authority to terminate the agreement with 1 year's notice; and

WHEREAS, the City will retain ownership of Station 73 and 74, but the stations will be leased to CCCFPD for a nominal amount and the City responsible for ongoing maintenance, with such lease agreements to be negotiated by the City Manager; and

WHEREAS, under the Proposed Agreement, the City will transfer ownership of its existing apparatus and equipment to CCCFPD, and CCCFPD will be responsible for all maintenance, repair, and scheduled replacement of the apparatus in a manner consistent with CCCFPD standards; and

ATTACHMENT E

WHEREAS, the Proposed Agreement would provide increased service to Pinole residents, by improving response times, and significantly increasing the percentage of calls which meet the City's target response time; and

WHEREAS, the Proposed Agreement will provide the City access to CCCFPD's greater operational resources, including specialized rescue and firefighting personnel and equipment; and

WHEREAS, greater fire protection services in Pinole would also help accommodate for the scarcity of West County hospital emergency room services since the closure of Doctor's Medical Center in Pinole, which has increased the reliance on firefighters as first-line medical assistance; and

WHEREAS, the City Council considered a draft proposed agreement at a special City Council meeting held in workshop format on September 13, 2022; and

WHEREAS, the City Council has determined that entering into the proposed Agreement with CCCFPD will improve the public health, safety, and welfare of the residents of Pinole and surrounding areas; and

WHEREAS, the City Council desires to approve the Proposed Agreement and authorize the City Manager to take other related actions.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Pinole hereby declares as follows:

1. The above recitals are true and correct, and incorporated into this Resolution.

2. The Agreement for Fire Protection Services with the Contra Costa County Fire Protection District is approved. The City Manager is authorized to execute the Agreement with such minor changes as approved by the City Attorney.

3. The Contra Costa County Fire Protection District is authorized to submit an application to Contra Costa Local Agency Formation Commission to provide fire protection services in Pinole.

4. The City Manager is authorized to negotiate and execute such other agreements and documents necessary to implement the contract for services, in a form approved by the City Attorney, including but not limited to lease agreements for Stations 73 and 74 as well as a Side Letter with Local 1230.

PASSED AND ADOPTED at a special meeting of the Pinole City Council held on the 10th day of October, 2022, by the following vote:

AYES: COUNCILMEMBERS:

ATTACHMENT E

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing Resolution was introduced, passed, and adopted on the 10th day of October, 2022.

_____
Heather Bell, CMC
City Clerk

5203547.1

ATTACHMENT F

CITY COUNCIL REPORT

5A

DATE: SEPTEMBER 13, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: CHRIS WYNKOOP, FIRE CHIEF

SUBJECT: POTENTIAL CONTRACT FOR FIRE PROTECTION SERVICES WITH CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT (CCCFPD), INCLUDING THE REOPENING OF PINOLE FIRE STATION 74

RECOMMENDATION

City staff recommends that the City Council receive information on a draft potential contract for fire protection services (fire prevention, suppression, and emergency medical response) with the Contra Costa County Fire Protection District (CCCFPD, "Con Fire"), including the reopening of Pinole Fire Station 74, receive public input, and provide direction to City staff on changes to contract provisions that the City Council would like, if any.

BACKGROUND

For most of its history, the City of Pinole has operated just one fire station (Station 73). The City briefly operated a second fire station (Station 74), from 2003 until 2011. The second station was closed due to lack of funding. Since the closure of Station 74, the City has explored different options for reopening the station or otherwise expanding fire protection services. The City has commissioned multiple studies of its fire service model and funding options, including surveying the public. The most recent study was conducted in November 2019 by Emergency Services Consulting International (ESCI).

Based on the ESCI study and other research, City staff recommended in March 2021 that the City increase staffing in the Pinole Fire Department to provide more robust services and engage in deeper dialog with CCCFPD regarding opportunities to more closely collaborate in order to expand and improve fire protection services in Pinole, including possibly reopening Station 74 (Attachment A). The City Council approved these recommendations.

CCCFPD is an all-hazards fire district providing traditional fire protection, wildland firefighting, emergency medical services, Advanced Life Support (ALS), ambulance transport, various special operations (e.g., water rescue, hazardous materials response, marine firefighting, technical rescue, etc.), and a comprehensive life-safety and prevention program that includes inspections, a dedicated fire investigation unit, code enforcement, plan reviews, and public education. Although CCCFPD is a separate legal

entity from the County, the County Board of Supervisors serves as CCCFPD's Board of Directors.

CCCFPD currently maintains approximately 500 funded positions, including staff in the dispatch center. The Fire Chief and Deputy Fire Chiefs supervise seven divisions, six managed by Assistant Fire Chiefs and one by the Chief of Administrative Services. Effective with the annexation of the East Contra Costa Fire Protection District in July 2022, and the reopening of Fire Station 4 in July 2022, CCCFPD deploys 34 staffed apparatuses from 31 staffed fire stations located throughout its service area. An additional three-person company is anticipated to be placed in service in Antioch and another in Brentwood in March 2023.

Independent of City dialog with CCCFPD regarding collaboration, the County placed a local sales tax measure (Measure X) on the November 2020 ballot, the proceeds of which could be used to fund expanded fire protection, health, and other services. The measure passed, and the Contra Costa County Executive Fire Chiefs subsequently presented a request to the County Measure X Advisory Board for funding to reopen five closed fire stations and add 45 firefighters countywide. Among the five fire stations proposed for reopening was Pinole Station 74. In November 2021, the County Board of Supervisors approved funding to support the County Chiefs' request, allocating more than $20 million annually through FY 2023/24 to different fire protection services, including $2 million per year toward reopening Pinole Station 74 through an integrative agreement with CCCFPD.

Since February 2022, City staff from the Fire Department, City Manager department, Finance Department, City Attorney department, and Community Development Department have met with counterparts at CCCFPD and the County to identify an arrangement through which CCCFPD could provide fire protection services in Pinole. Broadly speaking, the two possible types of arrangements available are either the annexation of Pinole into CCCFPD or CCCFPD providing services in Pinole under a contract for service.

City staff provided an update to City Council in April 2022 regarding discussions with CCCFPD (Attachment B). By that time, with Council's approval, the City had initiated discussions with CCCFPD regarding a contract for service through which the City would contribute the amount budgeted for the Pinole Fire Department, CCCFPD would contribute $2 million of Measure X funds, and CCCFPD would operate both Station 73 and Station 74. (It was determined early in the discussions that annexation was not the preferred initial arrangement.) The City and CCCFPD estimated that the City funds normally allocated to the Fire Department plus the $2 million from Measure X might be sufficient for CCCFPD to operate Station 73 and reopen Station 74.

State law establishes processes through which separate public agencies can collaborate to provide services and requires that a county Local Agency Formation Commission ("LAFCo") approve any proposal by a public agency to provide services outside of its boundaries. LAFCos are local agencies established by the State to encourage the orderly formation of local governmental agencies and service provision. The Contra Costa LAFCo

board members (Commissioners) are elected officials representing cities, special districts, and the county, as well as appointed members of the public.

Since 2016, State law has required a special process when one public agency is proposing to provide fire protection services in another public agency's jurisdiction. The process requires that the agency intending to expand its service, in this case CCCFPD, submit an application to the LAFCo, which must be accompanied by the contract agreed upon by the two parties, a plan for services, an independent fiscal analysis, and agreements from labor groups representing affected employees.

The City and CCCFPD have efficiently and productively collaborated to draft each of these documents. The legally binding aspects of the arrangement are contained and described in the draft potential contract (Attachment C). The independent fiscal analysis (Attachment D) assesses the financial feasibility and sustainability of the potential arrangement. The plan for services provides additional detail on the service levels of the current provider and the potential new arrangement. The application briefly summarizes the other documents.

DRAFT POTENTIAL CONTRACT

As noted, the City and CCCFPD have been discussing provisions of a potential contract, a draft of which is attached. Staff of the two parties have reached agreement in principle on most aspects of the contract. It is important to note that the attached document is a draft, and will change as the parties continue to try to reach agreement on all points, and before a final version is presented to the City's and CCCFPD's governing boards for potential approval. The main provisions of the current draft are described below.

Term. The initial term of the contract is five years. The term may be extended for one five-year period by mutual written agreement of the parties executed by the Fire Chief for CCCFPD and by the City Manager for the City. The agreement may be unilaterally terminated by either party at any time by giving twelve months' written notice of termination to the other party.

Services. CCCFPD would be the provider of all fire, rescue, emergency medical response, fire prevention, and fire administration for the City of Pinole. CCCFPD would continue to staff Fire Station 73 (downtown Pinole) and would reopen and staff Fire Station 74 (Pinole Valley). Note that CCCFPD does not operate Community Emergency Response Team (CERT) programs. So, if the City wanted to have a CERT program after entering a contract for service with CCCFPD, a City department would need to operate the CERT program.

Employees. All employees of the Pinole Fire Department at the Battalion Chief, Fire Captain, Fire Engineer, and Firefighter ranks would become employees of CCCFPD. The Pinole Fire Chief position would be eliminated.

Facilities. The City would retain ownership of Fire Station 73 and Fire Station 74 with CCCFPD leasing those facilities for a nominal amount. The City would be responsible for

utilities, general maintenance, and repair costs of the facilities. The City would also be responsible for replacing the facilities when they reached the end of their useful lives. CCCFPD would be responsible for routine maintenance and cleaning The CCCFPD Facilities Manager would work with City staff regarding necessary repairs, ongoing maintenance, and other facility-related issues. There are no significant upgrades anticipated for either facility.

Apparatus (Vehicles). CCCFPD would provide one regular fire engine (Type 1) and one wildland engine (Type 3 or Type 6) at each fire station. CCCFPD would also provide an appropriate vehicle for the Battalion Chief and reserve engines as necessary. The City would transfer ownership of its current vehicles to CCCFPD. CCCFPD would be responsible for all maintenance, repair, and scheduled replacement of the apparatus in a manner consistent with CCCFPD standards.

Fire Prevention/Development Review. CCCFPD personnel would review plans for Fire Code Compliance and conduct necessary inspection of development in accordance with the City's adopted codes and current practices. A representative of CCCFPD would attend meetings regarding proposed development, and provide comments on proposals, when requested. The City and CCCFPD are still discussing the specific process for application submittal and routing in an effort to make the process as streamlined as possible for applicants.

Cost Proposal. The CCCFPD Fire Chief would annually submit a proposed cost proposal to the City Manager for review. If the cost proposal is more than 5% greater than the previous year, excluding labor cost, then the City Manager and Fire Chief would meet to discuss options for achieving cost savings. Once the Fire Chief and City Manager agree on a cost proposal, the City Manager would include that cost as part of the proposed annual City budget. CCCFPD would bill the City 1/12 of the annual cost proposal monthly. In the event that the actual cost of CCCFPD providing service exceeds the cost proposal, the City Manager and Fire Chief would consider possible modification to the cost proposal. Any increase in cost would require City Council approval. However, if a necessary budget modification is not approved, it is possible services would be reduced to ensure costs do not exceed the budget. The City would be billed based on the cost proposal, not actual expenses. Note that the current draft of the potential agreement simply notes as a recital that the County has budgeted $2 million of Measure X funds in FY 2022/23 and FY 2023/24 to subsidize CCCFPD's cost to provide services to Pinole. The current draft of the potential contract does not include a commitment that CCCFPD or the County will provide $2 million annually for the five-year term of the contract.

Separation. The proposed contract acknowledges that termination of the agreement would require extensive operational adjustments for both parties. In the event the agreement is terminated, the Parties agree to meet and develop a transition plan to prevent any disruption in service for Pinole. The City and CCCFPD are still discussing the specific process and requirement for developing that transition plan.

CCCFPD has not previously entered into a contract for fire services with another public agency. However, the arrangement is relatively common throughout the State. For

example, the Alameda County Fire Department ("ACFD") has separate contracts for service with the cities of Dublin, Newark, San Leandro, Emeryville, and Union City. Some of those contractual relationships have been ongoing for decades. The draft contract between the City and CCCFPD is based on the template used by ACFD. The majority of the proposed CCCFPD agreement is the same as the agreements used by ACFD. However, there are some differences. For example, the cities contracting with ACFD continue to own, and solely pay for, their apparatus. Additionally, the cities contracting with ACFD are billed monthly based on the actual cost of service for that month. The other notable difference is that the City's agreement with CCCFPD will result in opening a new fire station, which was not the case for any of the ACFD agreements.

INDEPENDENT FISCAL ANALYSIS

As noted above, CCCFPD's application to LAFCo to provide fire protection services in Pinole would need to be accompanied by an independent fiscal analysis, the minimum content of which is described in State law. The City has engaged the Stone Municipal Group, which has substantial experience in this matter, to prepare the independent fiscal analysis, a draft of which is attached (Attachment D). The fiscal analysis forecasts the likely cost of maintaining the status quo service model (Pinole Fire Department operates Station 73), the likely cost of the alternative (CCCFPD operates Station 73 and Station 74), and the difference in cost between the two options.

The fiscal analysis reflects that the City has the fiscal ability to enter into and sustain an agreement with CCCFPD to provide fire and emergency response services if CCCFPD or the County commits to providing $2 million annually of Measure X or other funding to subsidize CCCFPD's service.

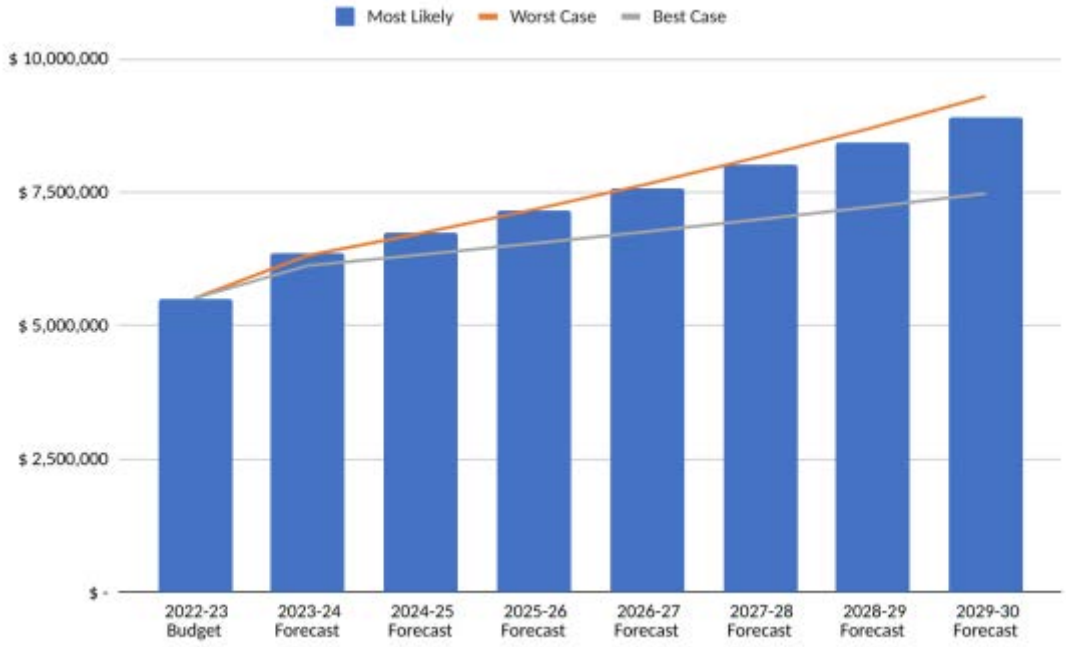
The contract specifies the amount that CCCFPD will charge the City for the first year of the arrangement (cost proposal). Because, if approved, the new service model could not be implemented until late winter or early spring of 2023, at which time FY 2022/23 will be near completion, "Year 1" for fiscal analysis purposes is FY 2023/24.

The cost proposal for Year 1 is $8,107,445. Once the $2,000,000 of Measure X funds are credited against this total, the cost to the City for the first year would be $6,107,445. The contract provides a five-year projection of the amount that CCCFPD will charge to the City.

Although not required by State law or LAFCo, the City requested that the Stone Municipal Group conduct a sensitivity analysis of key assumptions on which the fiscal analysis is based. The Stone Municipal Group assessed the financial sustainability of the proposed contract using best case, most likely, and worst case assumptions. The goal of incorporating sensitivity analysis is to illustrate the fiscal sustainability under different sets of assumptions. The scenarios are discussed below.

Scenario 1 – Continuation of Current Service Level

Scenario 1 is the status quo service model (the City operates Station 73). The fiscal analysis forecasts operating and capital expenditures for the fiscal years 2022/23 through 2029/30. Under the most likely set of assumptions, the City's cost to continue to operate Station 73 at the status quo service level would be $6,363,316 in Year 1 (FY 2023/24). Under the best case assumptions, which includes a 3% year-over-year wage growth and a 3% inflation growth, is estimated to be $6,124,787 in the first year of the contract, with a seven-year average of $6,780,217 annually. Under the worst case assumptions, which include a 6% year-over-year wage growth and a 8% inflation growth, the cost to the City is estimated to be $6,314,987 in the first year of the contract, with a seven-year average of $7,721,716, as shown in the chart below.



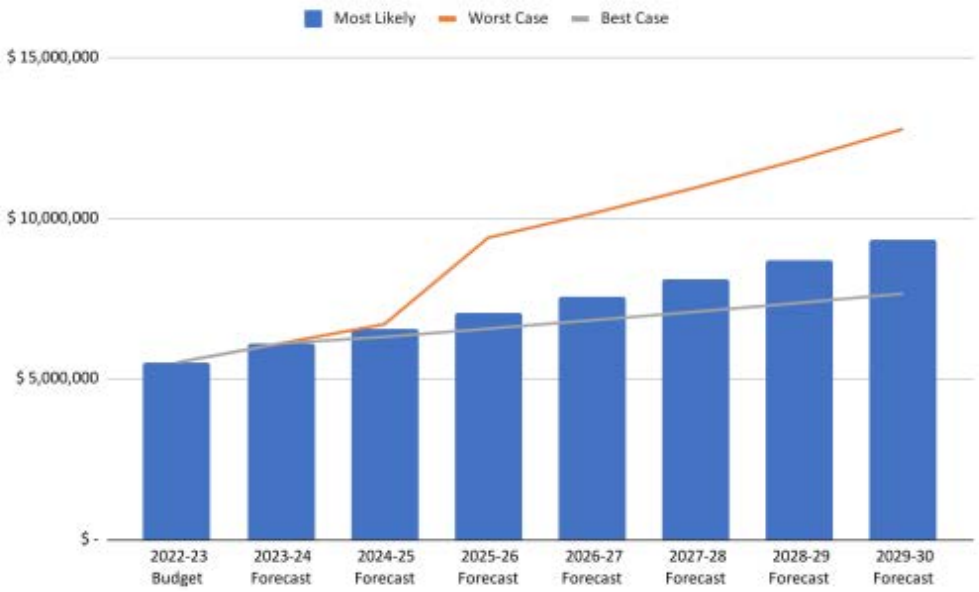
Scenario 2 – Cooperative Fire Service Agreement with CCCFPD

Scenario 2 is the service model in which CCCFPD operates Station 73 and Station 74. Note that the City would continue to bear some expenses related to fire protection services in addition to the cost proposal, something that the fiscal analysis addresses. Expenses that the City would still bear in addition to contract costs include payment of the unfunded accrued liability (UAL) for Fire Department employee pensions, payment of retiree medical benefits for Fire Department retirees, fire station building maintenance, utilities, and fire fuel mitigation costs not covered by CCCFPD.

Replacement costs of apparatus are factored into the annual contract amount, and it is anticipated that CCCFPD will need to replace one Type 6 engine within the next 24 months, one Type 3 engine within the next five years, and one Type 1 engine within five

to seven years. The total anticipated cost of replacing this apparatus is approximately $1,650,000 based on 2022 pricing.

Under the most likely set of assumptions, including a 3% year-over-year wage growth, the cost to the City is estimated to be $6,107,445 in Year 1. Under best case assumptions, which include 3% year-over-year wage growth and a 3% inflation growth, the cost to the City is estimated to be $6,107,445 in the first year of the contract with a seven-year average of $6,847,346. Under the worst case assumptions, the cost to the City is estimated to also be $6,107,445 in the first year of the contract (which includes the Measure X allocation) with a seven-year average of $9,705,373 annually. The cost would increase substantially without the Measure X allocation after the second year. The graph below shows a comparison of costs for Scenario 2 between the most likely case, worst case, and best case assumptions.



Comparing the total cost of Scenario 1 at $6,363,316 to Scenario 2 at $6,107,445, the difference is estimated to be $255,871 in Year 1 of the contract. As noted above, the City will continue to bear certain costs in addition to the contract costs, which are estimated to be $753,489. Additionally, the City anticipates a one-time cost of $52,970 for compensated leave payouts. The table below shows a breakdown of the estimated total cost for both scenarios.

	City of Pinole	CCCFPD Contract
Scenario Reference	001	002
Active Stations	1	2
Full Time Firefighters	15	18
Expected Annual Cost - Yr 1 of Contract (Gross)	$6,363,316	$7,300,987
Measure X Allocation	$0	$2,000,000
Expected Annual Cost - Yr 1 of Contract (Net)	$6,363,316	$5,300,987
City Annual Cost (On-going)	$0	$753,489
City Cost (one-time)	$0	$52,970
Total Cost - Yr 1	$6,363,316	$6,107,445
Expected Monthly Cost - Yr 1 of Contract	$530,276	$508,954
Expected Cost - 7-Yr Plan Average	$7,599,401	$7,634,014
Expected Monthly Cost - 7-Yr Plan Average	$633,283	$636,168

As an additional point of comparison, the City requested that the Stone Municipal Group also estimate the cost for the City to operate both Station 73 and Station 74 with its own resources, not in collaboration with CCCFPD. The estimated Year 1 cost is $8,655,357, which is $2,292,041 greater than the first year cost of the City operating just Station 73 ($6,363,316) and $2,547,912 greater that the estimated first year cost of $6,107,445 of having CCCFPD provide service, in part using Measure X funds. (It is worth noting that the City could not actually reopen Station 74 on its own on the same timeline as CCCFPD could reopen it because the City would need to procure new apparatuses for Station 74, and there is currently a two-year lead time to get new apparatuses.)

The table below shows the comparison of the total cost to the City of Scenario 1, Scenario 1b, and Scenario 2 under the most likely assumptions. As shown, the net cost to the City, when accounting for the cost proposal from CCCFPD, fire protection-related expenses that the City would continue to bear in addition to the contract, and net the $2 million from Measure X, would be $6,107,445 in Year 1 and $9,333,765 in Year 7, which is comparable to the cost of Scenario 1.

	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6*	*Year 7*
	2023-24 Budget	**2024-25 Forecast**	**2025-26 Forecast**	**2026-27 Forecast**	**2027-28 Forecast**	**2028-29 Forecast**	**2029-30 Forecast**
Scenario 1 - Continuation of Current Service Level	$6,363,316	$6,746,973	$7,155,799	$7,575,803	$8,005,331	$8,442,852	$8,905,735
Scenario 1b - City Operates Both Station 73 and Station 74	$8,655,357	$9,338,113	$9,894,535	$10,469,430	$11,061,687	$11,670,065	$12,315,302
Scenario 2 - Cooperative Fire Service Agreement with CCCFPD	$6,107,445	$6,539,411	$7,043,881	$7,574,875	$8,127,644	$8,711,060	$9,333,765
Cost Difference (Scenario 2 minus Scenario 1)	($255,871)	($207,562)	($111,918)	($928)	$122,313	$268,208	$428,030

DISCUSSION

The potential contract for service through which CCCFPD would operate Fire Station 73 and Station 74 would provide increased service to Pinole residents, as described below.

Most importantly, response times to calls for service throughout the City would be significantly improved with the opening of Fire Station 74. Although the City does participate in the Battalion 7 agreement, which includes automatic aid between CCCFPD, the City, and Rodeo Hercules Fire Protection District, there are simply not enough fire protection resources based in the area to provide rapid response.

CCCFPD has allowed the City to utilize its predictive modeling capabilities to forecast response times on incidents within City limits were Station 74 reopened. CCCFPD has established target response times of 5 minutes 20 seconds (5:20) for first paramedic unit on scene for medical calls and 5 minutes (5:00) for first engine on scene for structure fires. Currently, staff from Station 73's average response time for medical calls in what would be Station 74's first-in district (south of I-80) is 6:21, or 1:01 over target, and they meet the target response time 37% of the time. Currently, staff from Station 73's average response time for structure fires in Station 74's first-in district is 7:16, or 2:16 over target, and they meet the target response time 12% of the time.

With the reopening of Station 74, response times on medical calls are predicted to be 1:13 faster in Station 74's first-in district, and compliance with target response time is predicted to improve from 37% to 59%. Response times on structure fires are predicted to be 1:52 faster in Station 74's first-in district, and compliance with target response time is predicted to improve from 12% to 47%.

In addition to improved response times for the first-in unit, the reopening of Station 74 and relationship with CCCFPD would increase the total operational resources available in Pinole. Not only will there be two rather than one company based in Pinole, CCCFPD has specialized rescue and firefighting resources that would be more immediately available to Pinole. These include water rescue teams, heavy fire equipment resources such as fire bulldozers, as well as technical rescue apparatus, equipment, and personnel for confined space, trench, and building collapse. Whereas Pinole can currently access

these resources if they are not dedicated to other CCCFPD purposes, Pinole would have higher priority in the deployment of these resources if CCCFPD provided fire protection services in Pinole.

CCCFPD provides more training to its personnel, through one Training Division under a consistent, well-staffed, and properly supported system. The CCCFPD academy is a State Accredited Local Academy (ALA). CCCFPD also has modern operational policies and procedures.

Operational and large incident management would be standardized under the single organization's leadership and emergency management goals and objectives. Responses to incidents, currently at varying levels based on each agency's own service policies, would become standardized to meet a single standard for deployment. Standardization of responses across the expanded service area would ensure consistent response levels of equipment and personnel to structure fires, technical rescues, and vegetation or wildland fires matching with the current response matrix for CCCFPD.

CCCFPD achieves economies of scale and scope, and therefore can provide fire protection services on a lower cost per unit in general. A challenge often faced by smaller fire service agencies is the necessity of individuals serving in multiple capacities. In a larger organization, staff can specialize and perform functions more efficiently and effectively. CCCFPD would be able to provide information technology, equipment repair and maintenance, and apparatus maintenance more cost effectively. CCCFPD can procure apparatus at considerably lower cost that the City can, due to volume discounts, and vehicle maintenance would be performed by the CCCFPD's apparatus shop, by ASE certified fire mechanics.

CCCFPD has full-time staff who are certified peace officers with arresting powers and the capacity to perform all functions of a fire-cause investigation. The fire investigation team for CCCFPD conducted almost 900 investigations in 2020. Significant fires, those that include 2nd alarm or greater, fires that involve an injury or fatality, or those that are intentionally set, would be investigated by CCCFPD's Fire Investigation Unit. The Fire Investigation Unit would coordinate with the City Police Department on all investigations.

Fire prevention would be provided by CCCFPD's Fire Prevention Bureau. CCCFPD's 22 Fire Inspectors and Fire Prevention Captains would conduct annual occupancy inspections of all State-mandated facilities within the City and provide new construction plan review and related inspections for all new construction projects within the City. Public education and outreach efforts would be increased through dedicated CCCFPD staff to perform this important service.

In addition to improving service to residents of Pinole, expanding fire protection service by reopening Station 74 would benefit residents of many other parts of West Contra Costa County, including residents in the unincorporated areas of Tara Hills, Montalvin Manor, and Bay View. CCCFPD has a modern report management system that would enable the City and CCCFPD to determine how many calls for service Station 73 and Station 74

respond to outside of Pinole and how many calls for service within Pinole are responded to by non-Pinole stations.

Greater fire protection services in Pinole would also help accommodate for the scarcity of West County hospital emergency room services since the closure of Doctor's Medical Center in Pinole, which has increased the reliance on firefighters as first-line medical assistance for many of our underserved citizens.

Although the potential contract for service through which CCCFPD would operate Fire Station 73 and Station 74 would significantly increase fire protection services in Pinole, it would create some additional financial uncertainty for the City. Under the current model, in which the City operates its own Fire Department, the City has significant latitude to increase or decrease the Fire Department budget to adjust to changing priorities or financial capacity. Although the current version of the draft potential contract for service does allow either the City or CCCFPD to terminate the agreement at any time by providing twelve months' notice to the other party, the City would not be able to make its own decisions about procedures or budget when it was under contract with CCCFPD. The draft proposed contract does provide that if CCCFPD's cost proposal increased by more than 5% year over year, the City and CCCFPD would confer to determine options to reduce the cost proposal. However, if the parties could not agree on mutually acceptable options to reduce costs, CCCFPD could unilaterally make service reductions. The fiscal analysis does forecast that over the initial five-year term of the agreement, if CCCFPD commits to providing $2 million or more in funding annually, that the agreement would be fiscally sustainable for the City and CCCFPD under best case and most likely assumptions. CCCFPD and the County are aware of the City's desire to have a commitment of at least $2 million annually of Measure X or other funds included in the contract for the initial five-year term. CCCFPD and County staff are exploring options through which such a commitment might be included in the contract.

City staff believes that based on the fiscal analysis and the Station 74 reopening impact analysis, if CCCFPD can commit in a contract for services to provide $2 million per year of Measure X or other funds to subsidize the arrangement, it would be beneficial for the City to agree to a contract similar in material terms to the draft potential contract presented.

FISCAL IMPACT

There is no direct fiscal impact to the City created by the City Council receiving information on a draft potential contract for fire protection services with CCCFPD, receiving public input, and providing direction to City staff on changes to contract provisions that the City Council would like, if any. Were the City to enter a contract with CCCFPD with financial terms equivalent to those in the draft potential contract presented, the forecasted fiscal impact to the City is described in detail in the section above on Independent Fiscal Analysis.

NEXT STEPS

At the September 13, 2022 City Council meeting, City staff is seeking direction from the City Council on changes to potential contract provisions that the City Council would like, if any. Fire Chief Lewis Broschard of CCCFPD will attend the September 13, 2022 City Council meeting to answer questions, with City staff, on the draft potential contract for service. Adam Stone of the Stone Municipal Group will attend the September 13, 2022 City Council meeting to answer questions, with City staff, on the independent fiscal analysis.

As noted previously, to establish a contract to provide fire protection services in Pinole, CCCFPD and the City would need to achieve the following:

- Gain the approval of the Pinole City Council and the CCCFPD Board to submit an application to LAFCo;
- Gain the approval of the Pinole City Council and the CCCFPD Board to execute a contract for services;
- Potentially gain the approval of the Contra Costa County Board of Supervisors to appropriate $2 million or more annually from Measure X or other County funds to CCCFPD to subsidize the cost of CCCFPD providing services in Pinole;
- Gain the approval of the CCCFPD Board to submit the LAFCo application and accompanying independent fiscal analysis, plan for services, and agreements from labor groups representing affected employees;
- Gain the approval of LAFCo to implement the service model; and
- Execute the contract for services.

Based on the direction provided to City staff by the City Council at the September 13, 2022 Council meeting, City staff expects to continue to negotiate with CCCFPD to achieve a final potential contract that staff believes is consistent with Council direction and the City's needs. If and when that is achieved, City staff anticipate returning to City Council at a future Council meeting with agenda items authorizing CCCFPD to submit an application to LAFCo and authorizing City staff to execute the contract for services. Members of the public would have the opportunity to provide their input, through public comment, to the City Council at that future Council meeting. Members of the public would also have the opportunity to provide their input to the CCCFPD Board and LAFCo, and the Board of Supervisors if its action is required, at their meetings at which they consider taking the actions listed above. Note that the City has tentatively scheduled a special City Council meeting on September 27, 2022 for the City Council to consider authorizing CCCFPD to submit an application to LAFCo and authorizing City staff to execute the contract for services. If City and CCCFPD staff have not reached agreement on a contract that they believe meets both parties' needs in time for consideration at a September 27, 2022 City Council meeting, the City may decide to defer that meeting.

ATTACHMENTS

Attachment A - City Council Staff Report of March 16, 2021 Regarding City Staff's Assessment of the Fire Study and Recommendations Regarding Steps to Fortify the City's Fire Service

Attachment B - City Council Staff Report of April 19, 2022 Regarding Fire Department Update

Attachment C - Draft Potential Agreement Between the Contra Costa County Fire Protection District and the City of Pinole for Fire Protection Services

Attachment D - Draft Comprehensive Fiscal Analysis

Attachment E - Pinole Fire Station 74 Reopening Impact Analysis

ATTACHMENT A

CITY COUNCIL REPORT

9A

DATE: MARCH 16, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: CHRIS WYNKOOP, FIRE CHIEF
ANDREW MURRAY, CITY MANAGER

SUBJECT: CITY STAFF'S ASSESSMENT OF THE FIRE STUDY AND RECOMMENDATIONS REGARDING STEPS TO FORTIFY THE CITY'S FIRE SERVICE

RECOMMENDATION

City staff recommends that the City Council receive staff's assessment of the Fire Service Delivery Study ("Fire Study") prepared by Emergency Services Consulting International (ESCI) and approve staff's recommendations on steps to fortify the City's fire service.

INTRODUCTION

The City retained ESCI in April 2019 to conduct the Fire Study. The Fire Study scope of work tasked ESCI with reviewing the City's fire and emergency medical response service levels and making recommendations for increasing fire and emergency medical response capabilities, including assessing several specific options. ESCI provided a report to City Council in October 2019 and completed a final version of the Fire Study, including an addendum, in March 2020.

The City Council began meeting virtually, due to the COVID-19 pandemic, soon after the completion of the Fire Study. The City initially decided to delay ESCI's presentation of the final Fire Study to City Council until it was possible to have an in-person Council meeting. However, the City subsequently decided to schedule ESCI's presentation of the Fire Study at a virtual City Council meeting on March 2, 2021, because it appeared that the Council might not hold an in-person meeting for many additional months.

The Fire Study contains findings and recommendations regarding many different aspects of fire and emergency medical service delivery within Pinole. City staff believes that many of the Fire Study's findings are valid and recommendations worth implementing. However, City staff does not believe that the Fire Study is conclusive regarding the optimal level of fire and emergency medical service, nor the optimal service model. This is primarily due to the fact that ESCI needed to use incomplete data in its analysis and did not use a traditional public policy analysis methodology.

City staff has summarized and assessed the main findings and recommendations of the Fire Study, agreeing with many findings and recommendations while disagreeing with others. City staff has provided its recommendations for steps that the City should take to immediately bolster its fire service. City staff believes that additional data collection and analysis are required to better understand service demands and the precise costs and benefits of potential service modifications prior to drawing any conclusions regarding or pursuing any significant, long-term changes.

BACKGROUND

History

The City of Pinole has a complex history of fire service delivery, including many different models that were deployed to provide service over the years. The City does not have thorough documentation explaining the changes to the model over time. City staff has obtained some information from various documents and stakeholders regarding this history, which is summarized below.

The City created the Pinole Fire Department (PFD) circa 1903 as a volunteer organization to serve its residents and businesses in conjunction with the City's incorporation. The City purchased its first fire engine in 1921, and Fire Chief Pepper Martin became the PFD's first paid employee in 1959. PFD grew over the years as the City grew and annexed newly developed unincorporated areas that had previously been served by other fire districts. A separate special district, the Pinole County Fire Protection District, served some of the unincorporated areas adjacent to the City of Pinole. This district, for which the County Board of Supervisors served as the governing body, diminished in size over time as the City annexed new developments. The district was annexed into the Contra Costa County Fire Protection District (CCCFPD, "Confire") in 1994. PFD provided fire service through a contract to the Pinole County Fire Protection District beginning around 1966 through the district's annexation by Confire in 1994. PFD continued to provide fire service, with other regional agencies, to the former Pinole County Fire Protection District service area, and receive payment for such, from Confire, through June 2014.

West Contra Costa County has been served by an evolving array of different fire agencies over the years. Confire was originally formed in 1964 by the merger of two districts, the Central Fire Protection District and the Mt. Diablo Fire Protection District. Confire now serves much of the unincorporated area as well as one city (San Pablo) in West County, which were previously served by several other districts that have been annexed, including the San Pablo Fire District, El Sobrante Fire District, and West County Fire District.

In the 1960s and 1970s, residential development in Pinole expanded into the upper Pinole Valley Road area, including the Silver Canyon Valley Development. Some stakeholders in that development believed that the City committed at that time to build new City facilities to complement the project, including a swim center (which was constructed and is still in use on Simas Avenue) and a second fire station. As the Silver Canyon Valley Development reached completion, its residents believed that it comprised a substantial

contribution to the City's property tax revenue, and some residents voiced their concern that the City had yet to construct and open a second fire station to serve the area.

At that time, Pinole's only fire station, Station 73, located downtown, was staffed by five personnel on each of three shifts. Three staff were on a fire engine and two were on a "squad" vehicle (a modified off-road support vehicle). Proponents of a second fire station argued that opening a second station, and having three staff on one engine at Station 73 and three staff on another engine at a new station, a net increase of one person on each of three shifts (three new full-time employees), was a minor increase in expenditures that would not create an undue burden on the City's financial capacity. Furthermore, proponents argued that the proposed location for the second station, on Pinole Valley Road, was ideal, given that it could serve the south side of I-80 in the event that a natural disaster precluded Engine 73 (situated north of I-80) from accessing residents on the south side of the freeway.

Another important aspect of the fire station issue was the automatic aid agreement among Confire, Rodeo-Hercules Fire Protection District (RHFPD), and PFD, known as the Battalion 7 Agreement, which was proposed in the 1990s, put into practice functionally in 2000, and formalized in 2020. Reportedly, the original Battalion 7 understanding from the 1990s was that each participating agency would provide two engine companies, and that Pinole's second engine would be provided at a new station in Pinole Valley, which would then make Pinole an equal partner in the Battalion 7 Agreement. The final executed Battalion 7 Agreement does not include any minimum staff or apparatus requirements of the participating agencies.

In September 2000, the City Council approved the expenditure of $900,000 to construct Station 74 at 3700 Pinole Valley Road. The station opened in 2003, then closed in 2011, in the aftermath of the Great Recession. When Station 74 closed, frontline departmental staff (firefighters, engineers, and captains) were reduced from 18 (6 on each of three shifts) to 12 (4 on each of three shifts), which was lower than the pre-Station 74 staffing level of 15 (5 on each of three shifts). The City continues to operate with 12 frontline staff (plus a fire chief, battalion chief, and management analyst) today.

In 2011, the City hired a consultant, Citygate Associates, to identify opportunities to collaborate on fire services with Confire and RHFPD to reduce the City's fire service costs. The analysis (attached) did not identify any significant cost-saving or performance-improving opportunities, although PFD and RHFPD did subsequently share a fire chief for a short period of time for cost-saving reasons.

In April 2019, the City executed the aforementioned agreement with ESCI (attached) to conduct a fire service delivery study. The scope of work tasked ESCI with reviewing the City's fire and emergency medical response service levels and making recommendations for increasing fire and emergency medical response capabilities, including assessing several specific alternatives. ESCI provided a report to the City in October 2019 (attached) and provided a presentation of such to the City Council (attached). The City subsequently directed ESCI to conduct additional analysis, and ESCI provided an

updated, final report ("addendum") in March 2020 (attached), and provided a presentation of such to the City Council in March 2021 (attached).

Functions of a Full-Service Municipal Fire Department

The major functions of a full-service municipal fire department are fire suppression, emergency medical response, rescue, and fire prevention (risk reduction through public education and enforcement of the State Fire Code). Fire departments also often play the lead role in a municipality's emergency preparedness and operations. Below is a brief outline of PFD's primary functions and support activities.

- Respond to emergency calls for service
  - Emergency medical service (EMS)
  - Vehicle accidents
  - Rescue operations
  - Structure fires
  - Brush/wildland fires
- Fire prevention activities
  - Inspections
    - State mandated inspections (schools, daycare, residential care facilities, assembly occupancies, apartment buildings, medical facilities)
    - Inspection of other occupancy classes requiring operational fire permits (fuel stations, repair shops, LPG propane exchange, auto parts, cleaners, gun powder/explosives, industrial kitchens/ovens, private schools)
  - Coordinate with City code enforcement for fire ordinance compliance
  - Plan check
    - Fire alarm systems
    - Fire sprinkler systems
    - Hood and duct fire suppression systems
    - Tenant improvements
  - Public education
- Defensible space functions
  - Engagement with property owners, maintenance of City land
  - Ordinance compliance (w/ code enforcement)
- Emergency preparedness planning
  - Manage the City Emergency Operations Plan (EOP) and Emergency Operations Center (EOC)
- Administrative duties
  - Update policies and procedures
  - Conduct assessment and long-term planning for department
  - Incident reports
  - Purchasing and accounts payable
  - Departmental payroll
  - Fee collection (inspections/operational permits)

  - Record keeping (inspections, training, narcotics inventories, certifications, etc.)
- Vehicle and equipment maintenance
  - Daily/weekly/monthly fire apparatus preventive maintenance checks and services
  - Power tool and rescue tool service and maintenance
- Training
  - Skills performance and development exercises (hose drills, pumping drills, ladder drills, etc.)
  - Fire simulation exercises, both stand-alone and in coordination with surrounding fire agencies (multi-agency drills)
  - Continuing education (CE) related to EMS certification (Paramedic/EMT), and job classification (firefighter/engineer/captain) professional development

ESCI'S KEY FINDINGS AND RECOMMENDATIONS

Findings

From the perspective of City staff, the key findings of the Fire Study, some of which are simply descriptive and others of which are evaluative, are the following:

- PFD does not have sufficient command and administrative staff to address compliance with performance goals, industry standards, and workload.
- Data and records management are inconsistent and incomplete.
- PFD does not have sufficient staff to perform all fire prevention related functions.
- PFD does not have sufficient staff to oversee training, including needs assessments, program design, implementation, and recordkeeping.
- PFD does not have adequate training props.
- PFD's minimum staffing (three firefighters per unit) is not sufficient to enable a single company to enter a structure in compliance with OSHA's two-in/two-out framework.
- Because PFD only staffs one unit per shift, PFD is fully dependent on aid from another agency for any call requiring more than one unit.
- In 2018, none of the reported fire incidents achieved the NFPA Standard 1710 performance objective of 21 firefighters on-scene, nor did the travel time for all apparatus to arrive on-scene meet the NFPA 1710 performance standard of 8 minutes.
- PFD apparatus specifications have not been standardized with the Battalion 7 apparatus.
- At 110 calls per 1,000 population, PFD has a higher number of calls per 1,000 population than the region, but slightly lower than the urban high range.
- Much of the developed residential area in the eastern (southern) part of the City is beyond 1.5 miles of Station 73.

- A portion of the developed residential area in the southeast part of the city is beyond the 4-minute travel time footprint from Station 73.
- The contract proposal from Confire would result in increased services and depth of support; however, the proposed contract costs exceed the costs of providing those services if the City were to remain a standalone department, open Station 74, and add staff.

In summary, ESCI found that PFD does not have adequate staff to address certain fundamental managerial and administrative functions of a full-service fire department, such as planning, policymaking, training, records management, and evaluation. Further, ESCI found that the department handles a normal level of calls for service for an urban department. Due to the department's size, it needs to rely on aid from other fire departments to handle many incidents. ESCI also found that the joint response of PFD and partner departments often does not achieve certain industry benchmarks regarding firefighters on-scene or timeliness of response. Finally, ESCI found that the preferred long-term alternative would be for the City itself to reopen Station 74.

Recommendations

The Fire Study contains the following short-term and mid- to long-term recommendations.

Short-Term Recommendations

- Recommendation A: Adopt Response Performance Goals that are achievable.
- Recommendation B: The City should consider moving forward with the necessary steps to improve service via reopening Station 74, and staffing and administrative support, as funding becomes available.
- Recommendation C: Consider initiating the process of securing additional funding.
- Recommendation D: Standardize apparatus specifications.
- Recommendation E: Review all current fire department alarm assignments.
- Recommendation F: Improve the collection and analysis of incident data.

Mid- to Long-Term Recommendations

- Recommendation G: Initiate recruitment of additional staff.
- Recommendation H: Remodel Station 73.
- Recommendation I: Capital Equipment and Facilities Fund.

In summary, ESCI recommended that PFD update certain policies and practices, add staff and financial resources to address baseline functions and fire prevention, and consider options to expand firefighting force (and associated funding) over time.

Re Return to Agenda

CITY STAFF'S REVIEW AND ANALYSIS OF ESCI'S KEY FINDINGS AND RECOMMENDATIONS

Staff's Analysis of ESCI's Findings

Staffing to Address Certain Fundamental Managerial and Administrative Functions and Fire Prevention

As noted above, ESCI found that PFD does not have adequate staffing to address certain baseline managerial and administrative functions, such as planning, policymaking, training, and evaluation, nor fire prevention. ESCI reached this conclusion by comparing what it learned from its own observation of PFD and information obtained from interviews with key PFD personnel and other stakeholders, with standard fire department functions and organizational design. City staff agrees with these findings.

Department Call Volume and Inter-Reliance Among West County Departments

ESCI found that the department handled a normal call volume for an urban department serving a city of Pinole's size. However, because PFD's firefighting force is relatively small, the department needs to rely on aid from other fire departments to handle many incidents. City staff agrees with these findings.

However, the Fire Study seems to suggest that this structure of inter-reliance among the fire departments serving West Contra Costa County is inherently a less desirable arrangement than having each individual department be fully self-sufficient. City staff does not believe that the current arrangement is inherently worse than having each department be fully self-sufficient, particularly when considering cost and other factors such as access to specialized expertise and equipment.

Response Size and Timeliness

ESCI also found that the response to emergency incidents in Pinole, which regularly involves participation by other departments, often does not meet certain benchmarks regarding firefighters on-scene or timeliness of response. The Fire Study noted the following specific shortcomings relative to external benchmarks:

- While turnout time (the response phase between crew notification and when crew/apparatus start toward the incident) meets the NFPA Standard 1710 performance objective of under 90 seconds with 90 percent efficiency, travel and arrival times do not meet the NFPA 1710 standard. Turnout time is controllable by way of motivated PFD crews and efficient station layout; travel and arrival times are influenced by external factors such as the 1.5-mile radius and 4-minute travel time footprint in geographic relationship to station 73 as mentioned above.
- The minimum staffing level for PFD does not provide for the two-in/two-out structure firefighting per OSHA mandates.

City staff agrees with the finding that incident response by PFD often does not meet certain external benchmarks. However, City staff does not believe that the external benchmarks that are referenced in the Fire Study provide a complete assessment of the adequacy of fire service levels. For example, regarding the OSHA two-in/two-out mandate, many fire departments staff apparatus with three personnel. All such departments would need to wait for a second apparatus to arrive before having four staff total and being able to perform two-in/two-out. Even if Pinole reopened Station 74, a second apparatus would still need to arrive before the two-in/two-out standard would be met, and in many situations that second apparatus would continue to come from a partner agency. Similarly, achievement of the 8-minute standard (for 21 firefighters on-scene of a structure fire per NFPA 1710) is dependent upon factors such as topography and local traffic. Many departments do not achieve the 8-minute standard when responding to most fire incidents.

Two other measures of fire service capability provide a different perspective than the NFPA-related measures cited in the Fire Study. The most recent Municipal Service Review completed by the Contra Costa County Local Agency Formation Commission (LAFCO) for EMS/fire services (attached) found that PFD's Code 3 response time was comparable to that of the City of Richmond's and the Moraga-Orinda Fire District's and faster than that of RHFPD and Confire (Table 8). The Municipal Service Review included information on the Fire Suppression Rating Schedule ratings assigned by the Insurance Services Office (ISO) to fire agencies throughout the County. The ratings are an indicator of levels of fire protection and fire risk based on factors such as water distribution, fire department equipment, manpower, and fire alarm facilities. ISO classifies communities from 1 (the best) to 10 (the worst). PFD received a rating of 3.

Different jurisdictions provide significantly different levels of fire and emergency medical response services. Although national benchmarks are useful to some extent, each community must determine the level of service that best suits its needs. More fire protection, in and of itself, would be a benefit to the community. However, investing in one service area might necessitate reducing or foregoing investments in other areas.

<u>ESCI's Preferred Alternative</u>

ESCI determined that the most appropriate and cost-effective model would be for the City to itself reopen Station 74. Staff disagrees with this conclusion, which is based on incomplete data and an incomplete analysis. The Fire Study did not clearly "define the problem" (conclusively determine whether a gap exists between PFD's current service levels and the optimal levels, based on the City's specific needs). A gap may exist, but the Fire Study did not clearly define and validate a gap. The Fire Study also did not thoroughly "evaluate the alternatives" (precisely define the benefits and costs of different service models in order to identify a preferred alternative). The Fire Study did assess the benefits and costs of different options, but not very precisely, and did not evaluate the different options relative to specific criteria. For example, the Fire Study did not precisely quantify what additional fire and emergency medical service/performance each alternative would provide. Without knowing precisely how each alternative would improve service/performance or knowing precisely what each alternative would cost, City staff

does not believe that it is possible to conclude that the City itself reopening Station 74 is the preferred alternative. Given the above, City staff believes that additional analysis is required to define the gap, if any, then to assess various alternatives to address the gap.

City staff generally believes, based on its own observations of the situation in Pinole and best practices in organizational design, that it is likely more efficient and effective for fire service to be provided in Pinole as part of a larger organization. Although the current practice of PFD acting as a small standalone department fortified by the resources of the Battalion 7 partners has sufficed, City staff believes that there would be efficiencies related to economies of scale and benefits from having a deeper pool of resources and expertise upon which to draw were fire service in Pinole to be integrated into a larger regional body. This matter is discussed further below.

Staff's Analysis of ESCI's Recommendations

As noted above, ESCI recommended that PFD update certain policies and practices (Recommendations A, D, E, and F); add staff and financial resources to address fundamental managerial, administrative, and fire prevention functions (Recommendations B, G, and I); and consider options to expand the firefighting force and associated funding over time (Recommendations B, C, and G). (Recommendation H specifically addresses renovating Station 73, which has already been completed.)

Update Certain Policies and Practices

The Fire Study recommends that PFD revisit and possibly update its performance measures; standardize apparatus specifications; improve data collection and analysis; and add staffing for certain critical functions. City staff agrees with these recommendations.

Add Staff and Financial Resources to Address Baseline Functions

The Fire Study recommends that PFD add staff and financial resources to address fundamental managerial, administrative, and fire prevention functions. The study also recommends that PFD establish new budgeting practices to fund equipment and facilities. City staff agrees with these recommendations.

Consider Options to Expand Firefighting Force (and Associated Funding)

The Fire Study recommends that PFD consider options to expand its firefighting force. City staff agrees with the recommendation to consider these options. However, because staff does not believe that the Fire Study conclusively identifies a preferred alternative, the cost of some of the alternatives is substantial, and new options/alternatives might emerge from evolving circumstances of other regional fire agencies, City staff does not recommend proceeding with any significant change in service level or model at this time.

As noted above, different jurisdictions provide significantly different levels of fire and emergency medical response services, and each community must determine the level of

service that best suits its needs. The City has operated with one fire station for most of its history and, through the Battalion 7 arrangement, has managed to provide a reasonable level of fire suppression service, in part because the need for structure fire suppression has generally decreased over time due to evolving building standards that require greater fire safety. However, increasing demand for emergency medical services (EMS) has more than offset the decreasing demand for structure fire response. Additionally, the growing number of fires in California's wildland urban interface (WUI), as nearby as Vacaville in recent months, reminds us of the threat in Pinole's own WUI areas. (Note that the Fire Study refers to two geographic areas adjacent to the Pinole jurisdictional boundary as being "informally contracted areas." These are the aforementioned regions within Confire's service area that were previously part of the Pinole County Fire Protection District and that PFD served on a contract for service basis. PFD might respond to these regions under the Battalion 7 Agreement, but has no obligation to respond to calls for service in these areas beyond its obligation to respond to all areas within Battalion 7.)

The City completed a poll in November 2019 of likely voters to identify top concerns and prevailing opinions. A copy of the presentation of results provided to the City Council is attached. Participants provided the following responses to the question "What do you think is the most important issue facing the City of Pinole today?": traffic/transportation (14%), public services funding/spending (13%), crime/policing (9%), City budget/policies (8%), housing/overpopulation (7%), infrastructure/roads/power issues (6%), jobs/economy/development (6%), schools/education (5%), community improvements (4%), wildfires/fire safety (4%), homelessness (2%), taxes (2%), none/nothing (7%), other (3%), and don't know (11%). In response to the statement "I am satisfied with the current level of service provided by the Pinole Fire Department," 37% strongly agreed, 37% somewhat agreed, 9% didn't know/refused to answer, 11% somewhat disagreed, and 6% strongly disagreed. Approximately half of the respondents did indicate that they would vote to approve a $498 annual parcel tax to fund the City's reopening of Station 74.

CITY STAFF'S RECOMMENDATIONS REGARDING STEPS TO FORTIFY THE CITY'S FIRE SERVICE

City staff has created its own recommendations, considering ESCI's findings and recommendations, for steps that the City should take to immediately bolster its fire service and continue to assess various options for long-term changes to the fire service model.

Address Baseline Functions by Adding Staff and Budgeting Resources for Capital

The Fire Study did reveal that there are some opportunities to improve the impact and effectiveness of the current service model with marginal increased cost. City staff agrees with the Fire Study finding that PFD should add staff to address certain fundamental managerial and administrative functions, such as planning, policymaking, training, records management, and evaluation. PFD currently has a deficiency in some administrative and managerial functions that creates liability and keeps the operation from achieving maximum efficiency. It does not currently observe all industry best practices.

City staff believes that PFD can achieve best practices and continuous improvement by adding an administrative captain position. The Administrative Fire Captain would oversee report management system (RMS) administration, electronic daily staffing software administration, policy/procedure implementation, emergency medical services (EMS) administration, fire training, vehicle maintenance, cost recovery, and departmental projects. A more detailed description of the Administrative Fire Captain position and an associated justification document for the position are attached.

Staff recommends that a new Administrative Fire Captain position, starting in Q1 of fiscal year (FY) 2021/22, be included in the proposed FY 2021/22 budget.

City staff also agrees with the Fire Study finding that PFD should perform a broader set of fire prevention activities. Although fire prevention functions are currently well performed through a contract with a private company, City staff believes that it will be more cost effective and productive in the long run to in-house that function by eliminating this contract for service and creating a Fire Prevention Captain position. In addition to saving cost, this position could backfill or augment frontline fire engine personnel if needed. Furthermore, the Fire Prevention Captain would be tasked with restoring the Community Emergency Response Team (CERT) program (Strategic Plan Goal #1, Strategy #3).

Staff recommends that a new Fire Prevention Captain position, starting in Q3 of FY 2021/22 (subsequent to the completion of the current contractor's work creating and updating electronic data collection, finance, and tracking systems), be included in the proposed FY 2021/22 budget.

City staff agrees with the Fire Study finding that the City should invest more in facilities and equipment.

Staff recommends that $65,400 be included in the proposed FY 2021/22 budget for additional investment in training, facilities, equipment, props, and other needed baseline items.

Staff believes that creating the new administrative captain position, in-housing fire prevention, and allocating additional resources to facilities and equipment will enable PFD to accomplish all baseline functions of a full-service fire department.

<u>Increasing Firefighting Capability and Changing the Service Model</u>

City staff does not believe that the Fire Study is conclusive regarding the optimal level of fire and emergency medical response capability in Pinole. Although having a second fire station in the City would increase firefighting and emergency medical capability, having one station, particularly if well-resourced and integrated into a regional organization for expanded capability, might also be an acceptable long-term solution given the City's limited financial resources and competing needs.

One issue that limited the analysis and findings of the Fire Study was the lack of complete data regarding calls for service, workload of agencies in the automatic aid partnership,

and outcomes of calls for service. The addition of an administrative captain, coupled with some planned improvements to the department's reporting and analytical systems, will provide the City, within a couple of years, with much more complete information on service demand, workload, and performance. The City will have better information on all calls for service within Pinole (whether they are handled by PFD, peer fire agencies, or ambulance services); all calls for service to which PFD responds; and changes to the types and volumes of calls.

City staff believes that two service expansion options particularly warrant deeper analysis over the coming couple of years. One is returning to 15 frontline staff (firefighters, engineers, and captains), staffing an engine and a squad vehicle, which had been the standard level prior to Station 74's opening and the Great Recession. That staffing level achieves the two-in/two-out benchmark. The 2-person squad vehicle would also provide more rapid wildfire response because the vehicle can access areas that a fire engine cannot access, thereby stopping potential wildfires in their incipient phase before rapid spread ensues. It would also provide an entire additional unit for emergency medical service. ESCI identified this option as a preferred interim option during its presentation to the City Council on March 2, 2021.

City staff recommends that it conduct further analysis of this option and provide additional information regarding this to the City Council in Q3 FY 2021/22.

The second option that particularly warrants additional analysis is deeper collaboration with Confire, including possibly having Confire provide fire service to Pinole through a contract for service or having Pinole annexed into Confire's service area. A contract for service approach might be scalable, such as possibly an arrangement under which the City would pay for the operation of one station (Station 73) and a portion of the operation of a second station (Station 74) (Confire might be interested in paying for the other portion of Station 74, to allow it to increase service to its area proximate to Station 74). The Fire Study identified several potential benefits of having fire service in Pinole provided by Confire. The major drawback of that arrangement noted in the Fire Study was that it might be more expensive for Confire to operate a station, given higher salaries, than for the City to operate a station. City staff can conduct deeper analysis than that performed by ESCI of the full cost to the City of operating a fire department and work with Confire staff to obtain a more accurate estimate/proposal of what it would cost Confire to operate Station 73. City staff expects those costs to be comparable, particularly in the long run if salaries and pension benefits across the two agencies converge based on similar operational needs and financial constraints. Note that Confire has begun an analysis of possibly annexing East County Fire Protection District and RHFPD. The City will encourage Confire to take a more global perspective in conducting that analysis to include consideration of how Confire and PFD can most effectively collaborate.

City staff recommends that it engage in deeper dialog with Confire regarding opportunities to more closely collaborate and provide additional information regarding this to the City Council in Q3 FY 2021/22.

CONCLUSION

As a result of the Fire Study, the City is aware of some ways in which the City's current fire and emergency medical service levels are below certain benchmarks, and has additional information on some possible options for modifying service. City staff has created its own recommendations, considering the Fire Study, for steps that the City should take to immediately bolster its fire service. Staff specifically recommends that the City add an Administrative Fire Captain position in Q1 FY 2021-22 and transition from a contract Fire Inspector to a sworn Fire Prevention Captain in Q3 FY 2021-22. Further, staff recommends that it conduct further analysis of returning to 15 frontline staff and engage in deeper dialog with Confire regarding opportunities to more closely collaborate, and return to Council in Q3 FY 2021-22 with additional information on each.

FISCAL IMPACT

Staff estimates the following fiscal impact of its recommendations:

- Net cost of $135,000 annually for the Administrative Captain position. The approximately $185,000 annual fully burdened cost (wages and benefits) of the position is expected to be partially offset by approximately $50,000 of new revenue generated by cost recovery activities assigned to the Administrative Captain.
- No net cost of in-housing fire prevention. The approximately $185,000 annual fully burdened cost (wages and benefits) of the Fire Captain position is expected to be fully offset by an equal reduction in expenditures by terminating the current professional services contract for fire prevention services.
- Net cost of $65,400 in the first year and $10,000 annually thereafter for additional investment in training, facilities, equipment, props, and other needed baseline items.
- Total net cost of $200,540 in the first year and $145,000 annually thereafter (escalating over time consistent with inflation) for all recommendations.

ATTACHMENTS

Attachment A - Fire Services Merger Analysis, January 2011
Attachment B - Consulting Services Agreement Between the City of Pinole and Emergency Services Consulting International, April 2019
Attachment C - Regional Fire Service Delivery Study, October 2019
Attachment D - Presentation of Regional Fire Service Delivery Study to City Council, October 2019
Attachment E - Regional Fire Service Delivery Study Addendum, March 2020
Attachment F - Presentation of Regional Fire Service Delivery Study Addendum to City Council, March 2021

Attachment G - Contra Costa County Local Agency Formation Commission (LAFCO) Municipal Service Review for EMS/Fire Services, 2016
Attachment H - Presentation of EMC Research Likely Voter Survey City of Pinole November 2019 to City Council
Attachment I - Administrative Fire Captain Duties and Responsibilities
Attachment J - How Having an Administrative Fire Captain Will Fortify the Fire Department

ATTACHMENT A

Fire Services Merger Analysis

City of Pinole,
Rodeo-Hercules FPD, &
Contra Costa County FPD

Project Briefing

January 25, 2011

Policy Choices Framework

- No mandatory federal or state minimum service levels
- If fire services are provided, they have to be delivered safely, following standards
- Communities have the level of fire services that they need and can afford
- The challenge is matching need with fiscal capacity

Battalion 7 Profile

	Pinole	Hercules Rodeo FPD	***West*** Contra Costa County FPD
Incidents/year	1,621	2,099	Unknown
Stations	2	2	2
FF on Duty each Day	6	6	6
Chief Officers	.75	2	1
Fire Prevention	0	2 part-time	Headquarters
Clerical Assistance	Shared Police	1	Headquarters

Battalion 7 Command Cooperation

- Pinole and ConFire only each have one Chief Officer, while RHFD has 2
- Shared Emergency Incident Command already exists
- This is the minimum necessary incident command staff and any form of merger will not allow saving in these HQ costs

HQ Staff Responsibilities

- Emergency Response incident command
- Fire Prevention - permits and inspections (500)
- Ensuring Federal and State safety regulations are met for firefighting
- Line supervision and application of City rules and regulations
- Planning and liaison with other fire departments
- Fire Investigation and Public Education
- Disaster Preparedness and CERT
- Budgeting and City Fire Department Strategic Planning
- Records, invoices, payroll
- Mandated reports (NFIRS, PCR)
- Response and liaison to City Manager direction
- Coordination with other City departments
- Record keeping
- “Front Desk ” resident inquiries

Battalion 7 Operational Cooperation

- Deployment is about the *speed* and *weight* of the attack
- The basic fire station locations themselves are good, but fire stations do not handle medical emergencies -- firefighters do
- The current common dispatch Automatic Aid arrangement is essential for all three agencies
- All three agencies are operationally co-dependent

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Mutual Aid Count

"Out" of Pinole (891 total incidents):	
ConFire Contract	516
ConFire	152
ConFire Total	668
Rodeo-Hercules	124
Richmond	16
Crockett	6
Mutual Aid (no location given)	5
Moraga/ Orinda	2

"Into" Pinole (194 total Incidents):			
	ConFire Responding	Rodeo-Hercules Responding	Richmond Responding
Medical	100	6	2
Fire	20	15	1
Other	37	13	0

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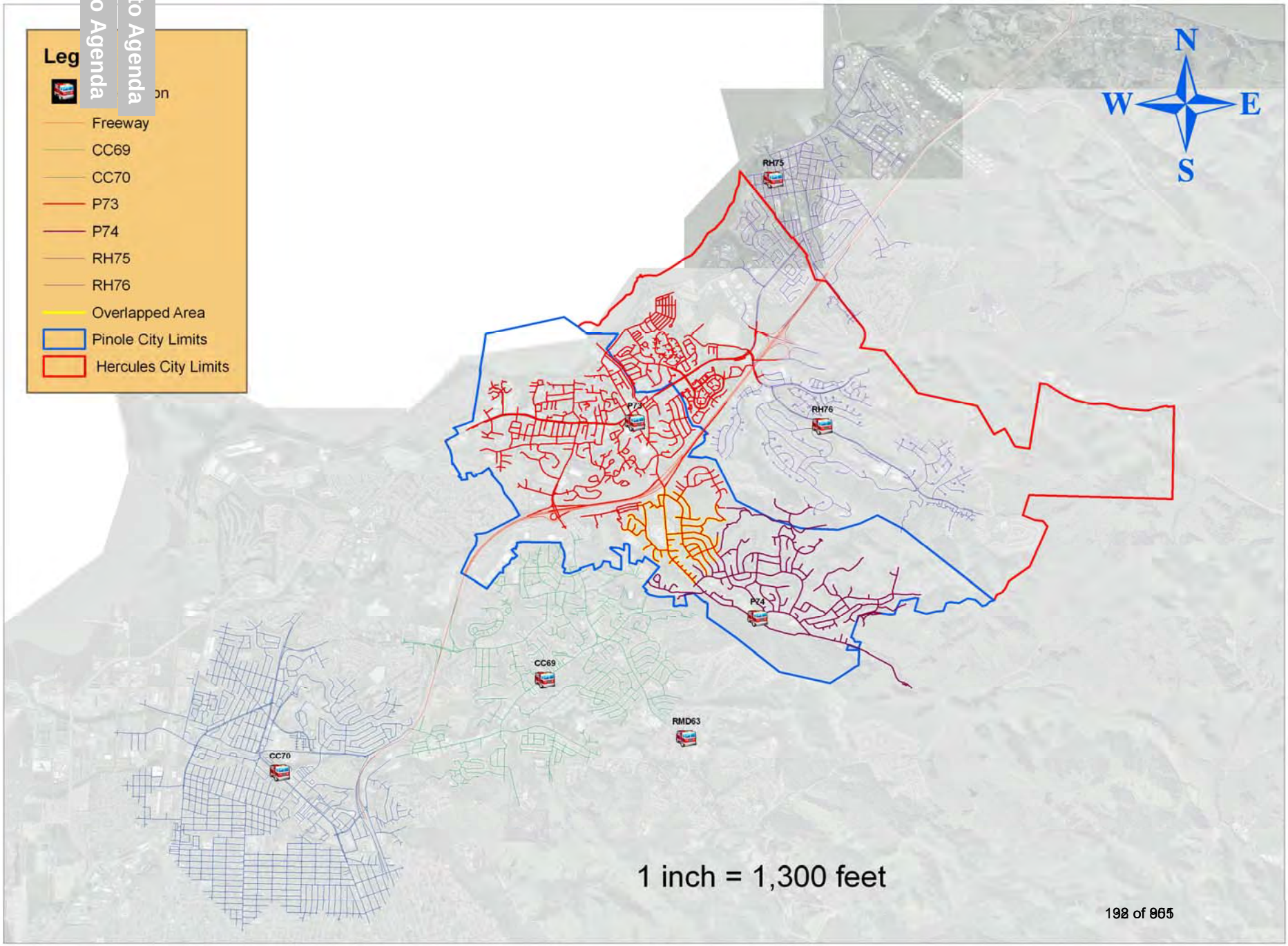

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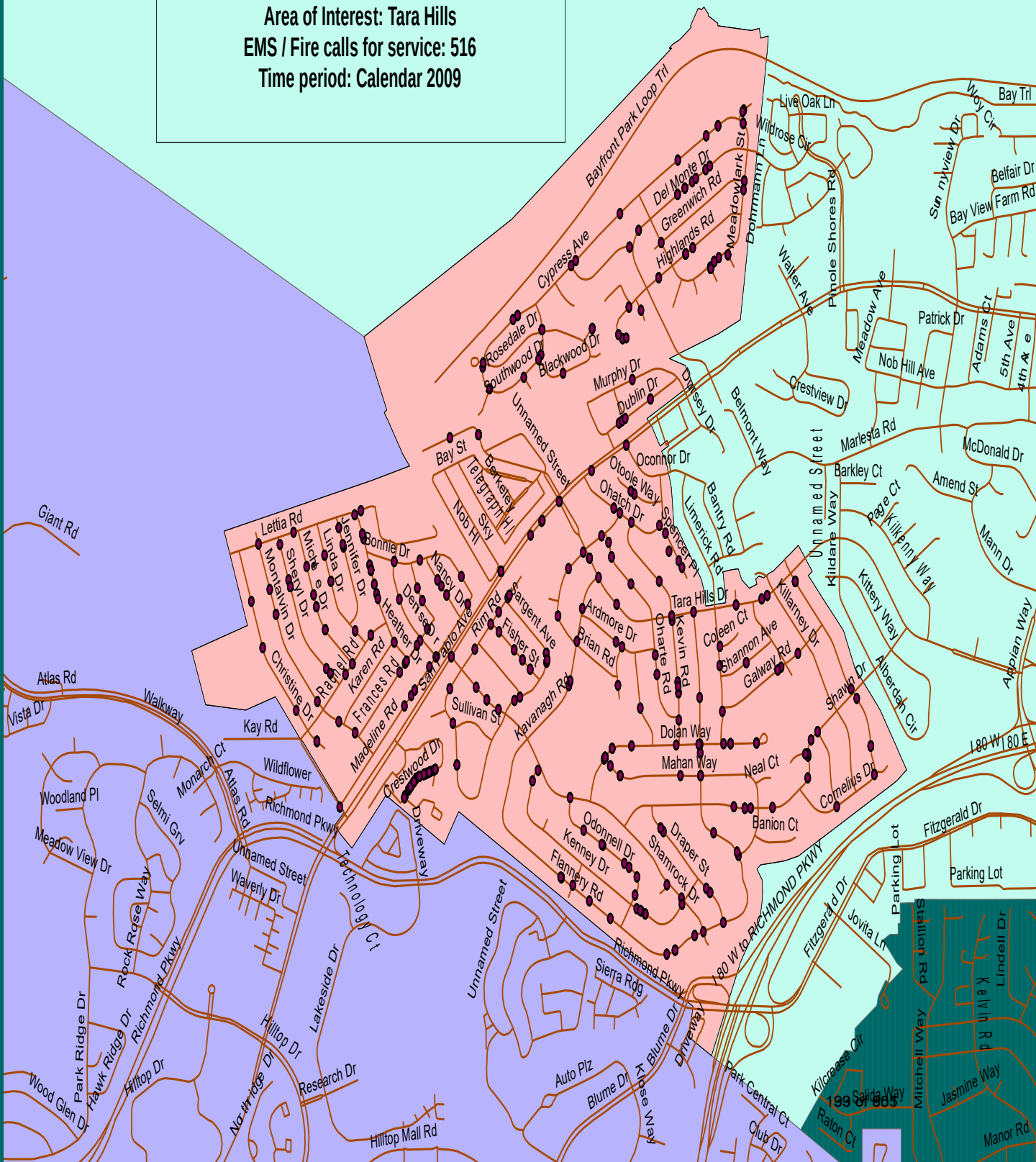
Area of Interest: Tara Hills
EMS / Fire calls for service: 516
Time period: Calendar 2009



Battalion 7 Serious Emergency Cooperation

- Multiple units (weight) are needed to deliver enough firefighters in a reasonable time to serious emergencies to simultaneously and effectively perform the tasks needed for the outcome
- 15 firefighters minimum are needed within an 11-minute total response time for suburban outcomes
- This is known as the concentration of companies
- Pinole has a *weight of attack problem*
- There are not enough career firefighters in any one Batt. 7 agency to provide the "weight" of response to serious and/or multiple emergencies

Daily Operational Staffing

	Pinole Firefighters on Duty		
	Shift 1	Shift 2	Shift 3
Station 73 (Main)	3	3	4
Station 74	3	3	0
Total FF on Duty	6	6	4

	Pinole / RHFD / ConFire Firefighters on Duty		
	Shift 1	Shift 2	Shift 3
Pinole	6	6	4
RHFD	6	6	6
ConFire	6	6	6
Total FF on Duty	18	18	16

ConFire Fiscal Condition

	09/10 Actual	FY 10/11	FY 11/12	FY 12/13	FY 13/14
Employee Costs	$69,692,716	$72,861,994	$75,235,057	$80,698,599	$82,042,462
Services, Supplies and Other Expenses	$21,465,532	$22,381,852	$23,114,000	$23,175,000	$23,638,500
Total Expenditure	$91,158,248	$95,243,846	$98,349,057	$103,873,599	$105,680,962
		Adopted: $94,479,673			
Revenue	$88,829,896	$86,518,770	$86,821,984	$87,971,134	$89,501,104
		Adopted: $85,667,020			
SHORTFALL	$2,328,352	$8,725,076	$11,527,073	$15,902,465	$16,179,858
Fund Balance Available to Meet Shortfall	$17,610,425	$15,282,073	$6,556,997	($4,970,076)	($20,872,541)
YEAR END FUND BALANCE	$15,282,073	$6,556,997	($4,970,076)	($20,872,541)	($37,052,399)

Rodeo-Hercules Fiscal Condition

	FY 2009-10	FY 2010-11
Revenue	$4,586,162	$4,472,123
Expenses	$5,278,680	$5,136,501
Deficit	($692,518)	($664,378)
Ending Unrestricted Fund Balance	$2,178,455	$1,541,958
Unfunded Retiree Medical	$2,861,251	

Salary and Benefit Comparison

	Pinole	Rodeo-Hercules
Firefighter	$110,512	
Firefighter PM	$138,072	$184,757
Fire Engineer	$143,313	$184,966
Fire Engineer PM	$155,804	$206,699
Captain	$156,642	$214,580
The difference is higher base pay and higher retirement costs for Rodeo-Hercules		

Station Cost Comparison

		Pinole	Rodeo-Hercules FPD	Contra Costa County FPD
Staff	**Number**	**Cost**		
Captain	3	$480,581	$619,167	$602,025
Engineer	3	$438,844	$554,898	$538,491
Firefighter/ Paramedic	3	$374,009	$554,271	$537,504
Overtime		$206,949	$276,534	$348,927
Material/ Supplies/ Services		$168,146	$224,684	$321,642
Total Station Cost		$1,668,530	$2,229,553	$2,348,589

ossible Shared Fire Chief Cost with Rodeo-Hercules FPD

	Annual Total Compensation
Pinole Interim Fire Chief	$127,088
Contracted Half RHFD Fire Chief	$136,606
Full RHFD Fire Chief	$273,212
Full Pinole Fire Chief	$221,194

Current Pinole Operating Model

- Currently budgeted for 16 “Line” Personnel
- Overtime budgeted for 2010-11 = $309,000
- Currently operate the Main Station 73 with 3-0 staffing daily and Station 74 with 3-0 staffing on two of three shifts

Citygate Observations

- All three agencies are in financial distress
- *Pinole cannot financially sustain two fire stations*
- New revenue is needed by all three fire departments just to maintain the present level of service
- Pinole, with its lower Employee Compensation, cannot afford to merge with anyone right now because it will raise costs with no improvement in service
- All three agencies are already sharing HQ staff
- All three agencies already are operating with Automatic Aid and Dispatch as one responding fire department
- The City *is* receiving revenue from the County; the County is in no fiscal position to pay more
- What is needed are short-term and long-term plans

Possible 12-24 Month Pinole Operating Model

- Contract with Rodeo-Hercules for Chief services (50% cost)
- The City is accepting the USFA Grant for 1 Battalion Chief
- If the City needs to save another $200,000 per year, one option is to reduce the OT budget to $100,000 by:
  - Do not use overtime to cover any sick leave, vacation or WC absence
  - Impacts: when staffing falls below 3-0 on a shift, Station 74 is browned out and remaining staff are reassign to Station 73
  - Savings occur from engine closures to lower overtime and/or attrition, not layoffs
  - Meet and confer obligations

Other Possible Areas of Cooperation in the Short Term

- Pinole could provide Human Resources Administration services to the District
- Both agencies could share fire prevention staff costs based on workload measures, such as # of inspections and plan checks

Long-Term Perspective

- As the City and the Fire Districts navigate the current fiscal crisis with short-term solutions to maintain as much fire service as possible, they should:
  - Jointly develop a Fire Master Plan that can:
    - Engage the community in discussing the level of fire service that is desired over the long term
    - Detail the level of service (stations, staffing, equipment and support services) that is fiscally sustainable and desirable
    - Recommend revenue alternatives that will support the desired services to protect the communities

Next Steps

1. Complete discussions with Rodeo-Hercules for a shared Fire Chief Agreement with Pinole
2. Request Rodeo-Hercules and ConFire to share funding a Fire Master Plan to develop a long-term operating and sustainable fiscal model
3. Meet and Confer with employees to implement a 1-2 year solution
4. All three agencies, but particularly Pinole, have a conversation with the communities regarding sustainable funding for the long-term operating model

Thank you

Questions?

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND EMERGENCY SERVICES CONSULTING INTERNATIONAL (ESCI)

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Emergency Services Consulting International (ESCI) ("Consultant") (together sometimes referred to as the "Parties") as of April 17, 2019 (the "Effective Date") in Pinole, California.

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on January 31, 2020, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant an amount not to exceed $60,000, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills, i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit A.

2.6 **Reimbursable Expenses.** Reimbursable expenses include reasonable travel costs, copying, and mailing and shall not exceed seven thousand five hundred dollars ($7,500). Any other expenses are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment Upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

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4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed.1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

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b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

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4.4.3 **Notice of reduction in or cancellation of coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 **Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.5 **Deductibles and self-insured retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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4.4.7 **Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

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payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder including but not limited to the California Labor Code and the prevailing wage requirements.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

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Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.

7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement upon thirty (30) calendar days and without cause upon written notification to Consultant pursuant to this section.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Consultant's Identity and Personnel.** The person identified on page one as the CONSULTANT's Key Personnel will be the key person for the performance of services under this AGREEMENT. CONSULTANT's additional key personnel who will work on the

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PROJECT are identified in Exhibit A. Any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), or any change in key personnel may be made only upon prior written approval by CITY. CONSULTANT shall notify CITY of any proposed change of ownership or fundamental structure in CONSULTANT's firm. Within thirty (30) calendar days of such notice, CITY shall notify CONSULTANT whether CITY will approve such changed firm or personnel to continue providing services under this AGREEMENT or whether CITY will terminate this AGREEMENT. Nothing in this provision shall be construed to limit CITY's right to terminate this AGREEMENT for cause or without cause as set forth in Article I, Section C of this AGREEMENT. Subcontracts between the CONSULTANT and any subconsultants will be subject to review and approval of CITY's representative.

If CONSULTANT reassigns or reduces the commitment of any such key personnel, CONSULTANT shall provide a suitable replacement, subject to the approval of CITY, and CONSULTANT shall provide a reasonable number of unbilled hours of work for such replacement personnel to the extent required to bring the personnel up to speed.

8.4 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.5 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

8.6 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.7 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.7.1 Immediately terminate the Agreement;

8.7.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.7.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

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8.7.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the

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state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

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a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b, will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

_____
Initialed by City Attorney's Office

b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

KURT LATIPOW, PROJECT MANAGER

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by City Manager Michelle Fitzer who shall act as the City's representative. All correspondence shall be directed to or through her or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Emergency Services Consulting International
Attn: Andrea Hobi, Business Manager
25030 SW Parkway Avenue, Suite 330
Wilsonville, OR 97070

Any written notice to City shall be sent to:
City of Pinole
Attn: Michelle Fitzer, City Manager
2131 Pear Street
Pinole, CA 94564

10.11 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

Michelle Fitzer, City Manager

CONSULTANT

Sheldon Gilbert, Chief Executive Officer

Consultant's City of Pinole Business License #: 19-09681

Attest:

Heather Iopu, City Clerk

Approved as to Form:

For

Eric S. Casher, City Attorney

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EXHIBIT A

SCOPE OF SERVICES

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ERGENCY SERVICES CONSULTING INTERNATIONAL

Pinole Fire Department

Pinole, California

Proposal to conduct a

REGIONAL FIRE SERVICE DELIVERY STUDY

February 2019

Emergency Services
Consulting International

4795 Meadow Wood Lane, Chantilly, VA 22033 • 800.757.3724
www.esci.us

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Project Understanding & Methodology

Understanding of Project Opportunities and Challenges

ESCI has worked with hundreds of fire agencies and emergency services providers and is keenly aware of the struggles currently facing these organizations. With the many changes facing today's fire service, a comprehensive long-range vision is essential. ESCI's experience working with agencies in both California and across the U.S. and Canada, offers a broadly knowledgeable perspective with which to help guide the organizations into the future.

ESCI understands that the intent of this project is to provide an unbiased, third-party evaluation, of the current and potential future fire services delivery to the region. ESCI will provide a detailed analysis and evaluation of services, along with recommendations for increased efficiency and effectiveness.

The analysis and determinations to be developed by ESCI are designed to provide the City of Pinole and your regional partners with necessary elements as identified within the RFP. We believe that the detailed scope of work included with this proposal accomplishes those tasks in an ordered and methodical way. We are sure that the recommendations given to policy-makers will be supported by legal requirements, industry standards, benchmarks, and/or best practices.

Methodology

ESCI's methodology reflects our understanding of your expectations and our experience in working with emergency services organizations in communities of similar size and character throughout North America. Key elements of ESCI's methodology include:

- A clear understanding of the project background, goals and objectives, and the complex issues that must be addressed.
- A comprehensive, well designed, and practical scope of work (SOW) and work plan that provides opportunities for ample stakeholder input.
- The utilization of the latest web-based communications technology, computer modeling, and geographic information systems (GIS).
- The commitment of sufficient professional resources, and an ability to complete the project successfully by meeting or exceeding the outlined scope of work and deliverables within the desired period at a reasonable cost.
- The production of a written report that provides systematic observation, analysis, and recommendations for all components and organizational systems.

ESCI's project methodology is augmented by the utilization of web-based communication technology. We will utilize the Dropbox® application to create a secure online project site that enables the client and project team members to collaborate and communicate throughout nearly every phase of the project.

ESCI can also conduct virtual meetings via web conferencing software. This capability allows the project team to display and review documents, maps, and illustrations in real-time, and provides the client with the opportunity to give immediate feedback to the project team. In addition to creating a more efficient work environment, the client benefits from lower travel costs by eliminating on-site reviews of draft documents.

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Standards & Best Practices

Depending upon the nature of the project, ESCI will apply local and regional standards; and relevant standards and criteria from the *National Fire Protection Association* (NFPA), *Insurance Services Office* (ISO); *Commission on Fire Accreditation International* (CFAI); *Commission on Accreditation of Ambulance Services* (CAAS); *Commission on Accreditation of Medical Transport Systems* (CAMTS); applicable health and safety requirements; and state and federal regulations relative to the fire service, EMS, and other emergency services.

Project Scope of Work

The following phases and tasks will be completed to produce the final report and recommendations. This methodology has been developed specifically for this project based on our understanding of your expectations. ESCI will utilize approaches, tools, and techniques proven through experience to provide the kind and quality of information needed to make objective, informed decisions.

The proposed methods, procedures, and anticipated deliverable items of this project have been organized into phases. Each project phase is described in detail below and on the following pages.

Phase I—Project Initiation

Task I-A: Project Initiation & Development of Work Plan

ESCI will converse with the management teams of the various governments and organizations involved in the study or their project liaisons to gain a comprehensive understanding of the communities' backgrounds, goals, and expectations for the project. Consistent with the RFP this study will focus on information and analysis for increased efficiency, improved effectiveness, enhanced or expanded service or services, cost avoidance, coordination of regional planning, enhanced supervision, elimination of artificial boundaries, standardization of services and programs, potential improvement of ISO rating and enhancements to future state and federal grant writing .

ESCI's project manager will develop and refine a proposed work plan that will guide the project team. This work plan will be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each objective to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This process will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task I-B: Acquisition & Review of Background Information

ESCI will request pertinent information and data from each organization's assigned project manager. This data will be used extensively in the analysis and development of the report document. Thoroughly researched and relevant studies will be included during our review.

The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current emergency service studies or research
- Standards of Cover assessments
- LAFCO Spheres of Influence and Municipal Service Reviews
- Community Comprehensive Plan documents, including current and future land use information
- Local census, economic and demographic data

- Zoning maps and zoning codes
- Financial data, including debt information, long-range financial plans and projections
- Fire Department administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets for each community
- Training programs
- Facilities and apparatus inventories
- Local collective bargaining agreements
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data
- Computer-Aided Dispatch (CAD) incident records
- Local Geographic Information Systems (GIS) data, where available

Task I-C: Stakeholder Input

The ESCI project team will conduct on-site interviews and gather information from key personnel and stakeholders from each of the Districts. Some information may be acquired through the use of electronic forms and/or telephone interviews. Individuals will include, but not be limited to:

- Interagency Committee members and any other elected members of the City council and respective fire district Boards.
- Each agency Fire Chief and representatives of their respective command staffs
- Individuals responsible for finance and human resources at each agency
- Representative(s) of each agency's' labor leadership
- Select group of firefighters and company officers from each District (may be completed through an online survey)
- Community groups
- External fire, law enforcement and EMS agencies within the region
- Medical facilities, medical director for regional or community EMS
- Employee and volunteer groups (such as CERT)
- Others as they may contribute to this project

From these interviews, ESCI will obtain additional perspective on operational, economic, and policy issues facing the agency. Further, the project staff will complete a summary of Strengths, Weaknesses, Opportunities, and Threats (SWOT) identified in the course of stakeholder interviews.

Task I-D: Internal Strengths, Weaknesses, Opportunities, & Threats Survey (SWOT)

In order to provide internal personnel with an opportunity to participate in this data gathering event, ESCI's Survey Manager will work with the ESCI Project Manager to develop an internal survey (All survey tools will be approved by the agency's project manager prior to distribution. ESCI's Survey Manager will receive the responses directly and will develop and produce an executive summary of the survey results. The survey will be designed to gather detailed feedback related to several aspects of the members' priorities, opinions, and expectations related to service delivery, core services and programs, positive and corrective issues, and recommendations. ESCI recommends that the survey be accessible to all personnel.

To ensure respondent anonymity, ESCI will obtain survey responses confidentially. This will be accomplished using an internet-based survey accessible only by the intended participants. The survey results will be delivered directly to ESCI's headquarters office. ESCI's Survey Manager will develop and produce an executive summary of the survey results.

Task I-E (option): Public Meeting and Assessment of Customer Needs and Expectations

(see pricing option below)

ESCI facilitators will assist the department in identifying external customers/key members of the community. Once identified, invitations will be mailed and ESCI will convene these external customers/community leaders for the purpose of addressing the issues outlined above and gaining a realistic view of external customer needs and expectations. The project team will organize the meeting in coordination with the dates they will be in the city conducting filed work. The meeting will be scheduled after normal working hours to accommodate citizen work schedules. ESCI has found through experience that 80 to 90 percent of the invitees attend the session and actively participate. At a minimum, we recommend the representatives of this citizen's focus group include, but not be limited to:

- Business owners
- Service groups representative(s) (i.e., Chamber of Commerce, Rotary, Lions)
- Prominent citizens in the community
- Members of civic organizations
- Media representative(s)
- Multiple citizens who have been actual recipients of fire and EMS services respectfully
- Representatives of neighborhood organizations and/or homeowner associations
- Representatives of non-profit organizations
- Representatives of local industry
- Other citizen-customers as identified by the strategic planning group

ESCI will facilitate the group meeting with the presence of at least one organization representative, usually a chief or chief officer, to act only as a technical resource and to answer questions that may arise that the facilitator is unable to answer. In addition to facilitating the session(s), ESCI may utilize surveys and questionnaires to gather necessary information. This step is critical, as it ensures that customer needs and concerns are incorporated into the strategic plan. More and more, the public is demanding the accomplishment of specific objectives and services with fewer resources. This step ensures that the public concerns are recognized by the organization and incorporated into the long-range strategic planning processes and arms influential members of the public with important background information about their public safety agency that they might not have been exposed to under normal circumstances. The process will seek to identify:

- How customers prioritize the services provided by the organization
- Areas of customer concern about the organization
- Customer expectations
- Customers positive attributes of the organization
- How "good service" is measured by the customer

Phase II—Evaluation of Current Conditions

The initial phases of the study focus on a baseline assessment of the current conditions and current service performance. ESCI will conduct an organizational analysis of the department and regional partners based on the elements included in the following tasks. The purpose of this evaluation is to assess the agency's operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured.

Task II-A: Organization Overview

An overview of the organization will be developed discussing:

- Service area population and demographics
- History, formation, and general description of the agencies
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Foundational policy documents
- Organizational designs
- Operating budget, funding, fees, taxation, and financial resources

Task II-B: Management Components

The organization's basic management processes will be reviewed, including:

- Mission, vision, strategic planning, goals, and objectives
- Internal assessment of critical issues
- Internal assessment of future challenges
- Internal and external communications processes
- Document control and security
- Reporting and recordkeeping
- Information technology systems

Task II-C: Financial Review

ESCI will review the existing financial status of each partner agency to include, but not limited to:

- Sources of recurring and non-recurring revenue, including property taxes
- Existing revenue and projections for the next three to five years
- Cost for existing levels of service and projections for the next three to five years
- Contractual services provided by each agency
- Indirect costs, cost allocations, and contractual obligations
- Review of each District's capital facilities and apparatus replacement and improvement plans

Task II-D: Capital Assets & Capital Improvement Programs

ESCI will review the status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing condition of capital assets and their viability for continued use in future service delivery, including:

Facilities—Tour and make observations in areas related to station efficiency and functionality. Items to be contained in the report include:

- Design
- Construction
- Safety
- Environmental issues
- Code compliance
- Staff facilities
- Efficiency
- Future viability

Apparatus/Vehicles—Review and make recommendations regarding inventory of apparatus and equipment. Items to be reviewed include:

- Regulations compliance
- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Future needs

Task II-E: Staffing & Personnel Management

ESCI will review the Department's and regional partner's staffing levels. Areas to be considered include:

- Review and evaluate administration and support staffing levels
- Review and evaluate operational staffing levels
- Review staff allocation to various functions and divisions
- Review staff scheduling methodology
- Analyze current standards of coverage and staffing performance for incidents
- Review firefighter/EMS staff distribution
- Review utilization of companies, if applicable and in accordance with methodologies recommended in NFPA 1710 and 1720
- Review responsibilities and activity levels of personnel

Personnel management systems will also be reviewed, focusing on:

- Human resources policies and handbooks
- Quality and status of job descriptions
- Personnel reports and recordkeeping
- Compensation systems
- Disciplinary processes
- Counseling services
- Application and recruitment processes
- Testing, measuring, and promotion processes
- Health and wellness programs

Task II-F: Service Delivery & Performance—Resource Deployment & Standards of Cover Review

ESCI will review and make observations and or recommendations in areas specifically involved in, or affecting, service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

- Service Demand Study—
  - Analysis and geographic display of current service demand by incident type and temporal variation
- Resource Distribution Study—
  - Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems, with identification of service gaps and redundancies
- Resource Concentration Study—
  - Analysis of response time to achieve full effective response force
  - Analysis of company and staff distribution as related to effective response force assembly

- Response Reliability Study—
  - Analysis of current workload, including unit hour utilization of individual companies (to the extent data is complete)
  - Review of actual or estimated failure rates of individual companies (to the extent data is complete)
  - Analysis of call concurrency and impact on effective response force assembly
- Response Performance Summary—
  - Analysis of actual system reflex time performance, analyzed by individual companies (to the extent data is available)
- Mutual and Automatic Aid Systems
- Compare and benchmark other rapidly growing nearby fire departments and emergency medical providers, to the extent that data is available.

Task II-G: Planning for Fire Protection and Emergency Medical Services

The planning processes within the agency shall be reviewed. Key components include:

- Review and evaluate the adequacy of the current planning process
- Review elements of tactical planning within the organization
- Review operational planning within the organization
- Review strategic planning practices
- Review long range or other planning efforts
- Make recommendations relative to future planning process needs

Task II-H: Support Programs

ESCI will review and make overall observations involving support programs and collaboration with partner agencies, related to critical areas of training and life safety services. Items to be reviewed include:

Training

- General training competencies
- Training administration
- Training schedules
- Training facilities
- Training procedures, manuals, and protocols and record keeping

Life-Safety Services (Fire Prevention)

- Code enforcement activities
- New construction inspection and involvement
- General inspection program
- Fire and Life-Safety public education programs
- Fire investigation programs
- Pre-incident planning
- Statistical collection and analysis

Communications

- Alarm systems and communications infrastructure
- PSAP and Dispatch Center capabilities and methods
- Dispatch Center staffing

Task II-I: Community Risk Analysis

Land use and zoning classifications will be used, along with specific target hazard information, to analyze and classify community risk by geography. This process will be completed with GIS software and will consider:

- Population and population density
- Demographics
- Community land use regulations
- Occupancy types by land use designation
- Hazardous substances and processes

Task II-J: Insurance Service Office Rating Review

Utilizing findings from Service Delivery and Performance section, as well as information contained within the latest ISO Public Protection Classification (PPC) rating for Pinole, a series of recommendations will be provided to assist the department in future ISO assessments and for CFAI and NFPA requirements. These recommendations will be completed using a combination of data analysis techniques, to include performance observations, GIS analysis, and ISO findings.

The ISO section will include discussions and recommendations regarding:

- Emergency Communications
- Fire Department
- Water Department
- Community Risk Reduction
- Divergence
- General Recommendations

The CFAI/NFPA section will include discussions and recommendations regarding:

- Current Performance
- Service Demand Zones
- Data Collection and Reporting
- Staffing and Deployment
- General Recommendations

Phase III—Opportunities for Cooperative Efforts

ESCI will use the completed baseline assessments of each agency to identify opportunities and feasibility for cooperative efforts. The project team will identify areas of duplication that can be reduced through consolidation and or contractual efforts, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service cooperative efforts.

Items in this section of the report include but are not limited to the areas listed below. The detailed information provides managers, department heads and elected officials with the information necessary to make important decisions regarding emergency services consolidation. Included are:

Task III-A: General Partnering Strategies

The various partnering strategies are described, beginning with a do-nothing approach and ending with complete consolidation of the agencies into a new emergency service provider. The following alternatives will be evaluated and discussed:

- Status Quo
- Advanced auto aid systems
- Functional consolidation
- Operational consolidation
- Legal unification including consolidation or reorganization options

Task III-B: Options for Shared Services

The study will take into account the many shared issues that face each agency, and how such matters affect the effort to construct a regional model for efficient service. These issues are identified, analyzed and the most viable options will be identified. Within each presented option for shared services, ESCI will evaluate and discuss the following:

- Level of cooperation
- Estimated timeline for completion
- Affected section, i.e. Administration, Operations, Support Services
- Objective of strategy
- Summary of strategy
- Governance considerations
- Fiscal considerations
- Social considerations
- Policy actions

Task III-C: Fiscal Analyses

ESCI uses computer-driven model budgets for each agency to allow a comparative examination of the actual public costs for each fire agency, and as a tool for analyzing the financial effects of any type of consolidation. Budget modeling is also used to measure the effects of the proposed change(s). Funding mechanisms are identified and comprehensive financial outcomes are provided for each consolidation strategy offered.

- Review and analyze budgets and revenues
- Review separate budgets
- Develop projected budget models for each option extending to a minimum of five years
- Identify financial concerns of each option
- Identify areas of short and long-term savings and costs
- Explore potential funding such as parcel tax considerations

Fiscal analysis is an important component of the Regional Fire Service Delivery Study. Long-term survival of an emergency services system requires that the system be adequately funded. ESCI determines the fiscal state of each agency and develops recommendations on improving the financial resources available for emergency services, in addition budgeting practices are thoroughly examined, and alternate methodologies may be suggested.

Phase IV—Future Delivery System Models

The project concludes with strategies intended to place the organization in a position to successfully serve its future demand and risk. ESCI will develop and analyze various operational models for providing emergency services with the specific intent of identifying options that can deliver the desired levels of service identified in the previous task that will result in Potential cost savings/cost avoidance, improved productivity and/or improved customer service and potentially have a positive impact on the agency's ISO rating. Recommendations will be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy. In addition, short and mid-term strategies will be recommended for service delivery improvement or increased efficiency.

Task IV-A: Short & Mid-Term Strategies

Recommendations for improving service delivery and system efficiency prior to any full implementation of the long-term strategy will be provided in areas such as:

- Agency management and organization
- Staffing and personnel deployment
- Service delivery methods
- Training programs
- Prevention programs
- Enhanced cooperative service agreements with other communities or agencies
- System funding and cost recovery
- Others as appropriate and necessary

Task IV-B: Recommended Long-Term Strategy

ESCI will develop a recommended long-term option for resource deployment that will improve the department's level of service towards the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- Any relocations and or reopening of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Deployment of operations personnel
- Future administrative and support personnel
- Deployment special units or resources
- Additional infrastructure or facilities for administration and support programs
- Cooperative agreements and or consolidations

ESCI will evaluate and present in graphical and descriptive format for each of the deployment option(s):

- Degree of benefit to be gained through its implementation
- Extent to which it achieves established performance targets
- Potential negative consequences

Task IV-C: Cost Projections

ESCI will provide general projections of the cost of recommended long-term strategies, specifically related to:

- Facility changes or additions
- Staff changes or additions
- Primary apparatus changes or additions

Cost projections will be provided for both capital expenditures and on-going operational costs. Operational costs will be provided based on five-year projections including but not limited to: Additional or reduced expenditures resulting from full implementation of the strategy. Additional findings and recommendations will be made, where appropriate, regarding:

- Options for long-term funding strategies
- Options for cost avoidance
- Options for cost recovery

Task IV-D: Development of Draft Implementation Plan

Any cooperative venture among agencies presents the organizational leaders with a series of challenges. Successful implementation will require that significant matters be addressed regardless of which option is chosen. Those issues will be identified here.

- Findings
  - Feasibility of each option will be presented
- Preferred Option
  - The preferred option or options will be presented and discussed at length
- Policy Action
  - Necessary policy action by the elected bodies will be described
- Timelines
  - The recommendations outlined in this section provide general completion timelines offered to guide the agencies in developing a more detailed listing during the formal planning process
- Process Issues
  - Strategic planning, legal considerations, management and governance, funding and other issues will be provided in detail

Phase V—Development, Review, & Delivery of the Project Report

Task V-A: Development and Review of the Draft Report

ESCI will develop and produce an electronic version of the draft written report for review by the client and client representatives. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps utilizing GIS analysis, as necessary

Task V-B: Delivery & Presentation of the Final Report

ESCI will complete any necessary revisions of the draft and produce five publication-quality bound, final versions of the written report along with an electronic copy in PDF file format. A formal presentation of the project report will be made by ESCI project team member(s) to staff, elected officials, and/or the general public as necessary and will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to The City of Pinole at the conclusion of the presentation.

Project Timeline & Fee Proposal

Project Completion Timelines

The timeline for the proposed project is anticipated to be 150 days. It is noted that the timing starts once the requested information is received from the client in response to ESCI's initial data request.

Project Phase	Month 1	Month 2	Month 3	Month 4	Month 5
Phase I: Project Initiation					
Phase II: Evaluation of Current Conditions					
Phase III: Opportunities for Cooperative Efforts					
Phase IV: Future Delivery System Models					
Phase V: Development, Review & Delivery of Study					

Reasonableness of Cost and Price

ESCI develops project pricing based on a system in which we identify a scope of work, calculate the hours estimated to complete each task as listed in the work plan, and assigning an hourly rate accordingly. Having completed hundreds of projects nationally and many in California, we have designed a pricing structure that is highly competitive and, most importantly, fair to the client.

Hourly rates are translated into a total project cost. The proposed pricing is a fixed amount, inclusive of all expenses incurred. For this reason, absent changes to the scope of work that may be agreed upon, there will be no surprise cost overruns and are no hidden costs other than the stated contract value.

Project Rate/Fee Schedule

The following is a breakdown of the bid price by phase, consulting, and expense as outlined in the Scope of Work as follows:

Project Phase	Consulting Fees	Expenses	Total
Phase I: Project Initiation	$6,219	$2,172	**$8,391**
Phase II: Evaluation of Current Conditions	$18,405		**$18,405**
Phase III: Opportunities for Cooperative Efforts	$7,824		**$7,824**
Phase IV: Future Delivery System Models	$8,581		**$8,581**
Phase V: Development, Review & Delivery of Study	$4,595	$1,370	**$5,965**
Optional: Public Meeting	$2546.	$2326.	**$4,871.**
Total Cost of Project Without Option:			$49,166

Total Cost of Project with Optional Public Meeting: **$54,037**

The rate schedule for all resources necessary to complete the proposed services is shown below. Any optional services requested by the client and performed by ESCI will be provided at the specific rates shown as assigned to specific job responsibilities and/or duties needed for the work.

Project Manager:	$ 175/hour
Associate Consultants:	$160/hour
Additional Public Presentations:	$1,500 each (includes time and expenses)

Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

Information Relative to Cost Quotation

- Bid quotation is valid for 90 days.
- ESCI Federal Employer Identification Number: 23-2826074.
- When requested, and in a timely manner, the client will provide data, information, and materials required for the completion of the objectives outlined in the Scope of Work submitted in this proposal.
- ESCI shall perform any additional work on a time and materials basis as requested in writing by the client at a negotiated hourly rate.

Project Team Assignments

Emergency Services Consulting International has assigned the following associates to the project. All team members will be available for the duration of the project. Along with the project team, ESCI's full-time staff will be available to assist on the project as needed. Detailed information on the background and qualifications of each member of the team will be found in Appendix A.

The selection and experience of the project manager is important to the success of this project. ESCI is offering a project manager who will:

- Assist in the development and coordination of a project work plan.
- Have the ability to work closely with your representatives.
- Facilitate project team meetings to share project findings and ideas.
- Provide direction based on experience in similar situations, and knowledge of organizational staff analyses.

Team Member	Project Assignments
Kurt Latipow, Project Manager	Project Manager; responsible for the overall content and quality of the project and will ensure that the project is accomplished on schedule and within budget.
Dan Munsey	Fire, EMS, Special Operations and Risk Analysis
Randy Parr	Finance
Pat Lynch PhD	Human Resources
Marsha Cardinal	GIS & Maps
John Stouffer, Regional Manager	General Project Oversight

Profile of Proposing Firm

ESCI Capabilities

Emergency Services Consulting International (ESCI) is an international firm providing specialized, high-quality professional fire, police, communications, and emergency medical services (EMS) consulting services to organizations throughout the United States and Canada. ESCI has been meeting the needs of emergency services agencies since 1976, and is considered by many to be the nation's leader in emergency services consulting.

Utilizing both full-time staff and over 50 field consultants nationwide, ESCI provides consulting services to municipalities; fire, ambulance, and hospital districts; non-profit organizations; and the industrial and commercial community.

ESCI is recognized as an expert in the field by the emergency services community. This is confirmed by our ongoing relationship with the *International Association of Fire Chiefs* (IAFC), the *Western Fire Chiefs Association*, the *National Fallen Firefighters Foundation*, the *National Volunteer Fire Council*, and the hundreds of clients we serve from coast to coast.

Since the beginning, ESCI has operated on the principles of honesty, integrity, and service. ESCI's philosophy is to maintain an active involvement within the emergency service disciplines and related fields—staying ahead of the rapid changes and issues facing our clients.

ESCI at a Glance

- Mission: Provide expertise and guidance that enhances community safety
- Established in 1976
- Headquartered in Wilsonville, Oregon; with branch offices in Texas, Idaho, and Virginia
- Extensive fire and EMS consulting throughout the US and Canada
- Twelve full-time employees, with over 50 expert field consultants

The mission of ESCI is to *provide expertise and guidance that enhances community safety*. We will accomplish this by providing the highest value of consulting services and educational programs. ESCI utilizes a team of professionals committed to offering highly beneficial programs covering current and anticipated fire, police, communications, emergency management, and EMS issues and needs.

We provide a wide array of services, including organization audits and evaluations; cooperative effort and consolidation; health and safety evaluations; master, strategic, and growth management plans; deployment planning; hazard mitigation planning; executive searches; assessment centers; and customized consulting. ESCI has helped improve emergency services in hundreds of communities throughout the country. Our innovative training programs are improving the way organizations and people work.

ESCI encourages creative solutions to complex system dilemmas. The firm recognizes the cultural, economic, operational, legal, and political realities of the local environment. ESCI avoids pre-conceived biases in order to develop and implement imaginative and long-lasting solutions. In addition, ESCI equips its clients with the background, understanding, and confidence to tackle future problems as they arise.

All of ESCI's field associates have been active practitioners in their respective fields, with many involved in highly visible and responsible national leadership positions in fire/rescue services, EMS, and law enforcement. We understand your issues, challenges, responsibilities, and offer proven methods to improve your effectiveness.

ESCI Experience

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable your organization to meet the challenges of emergency services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, law enforcement, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for your organization.

The *ESCI Advantage* includes:

- A clear understanding and appreciation of the complexity of the local and regional environment.
- Over 40 years of public safety consulting experience; the successful completion of hundreds of consulting engagements.
- The ability to deliver a high-quality product on time, and with organizational support and endorsement.
- Knowledge of contemporary issues associated with the delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, and state government.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your expectations.

Effective Project Coordination & Management

When engaged, all work progress is measured against a work plan, timetable, budget, and deliverables. During the project, team members confer frequently to discuss progress as well as new or unanticipated issues. Our project management methodology ensures that services and activities are efficiently conducted and are focused, coordinated, and logical. All project team members are available for the duration of the project.

ESCI Offices

In order to better serve our clients, ESCI maintains two regional offices. The following is the contact information for each office, along with a complete organization chart.

Corporate Headquarters

Andrea Hobi, General Manager

Mike Roth, Operations Manager

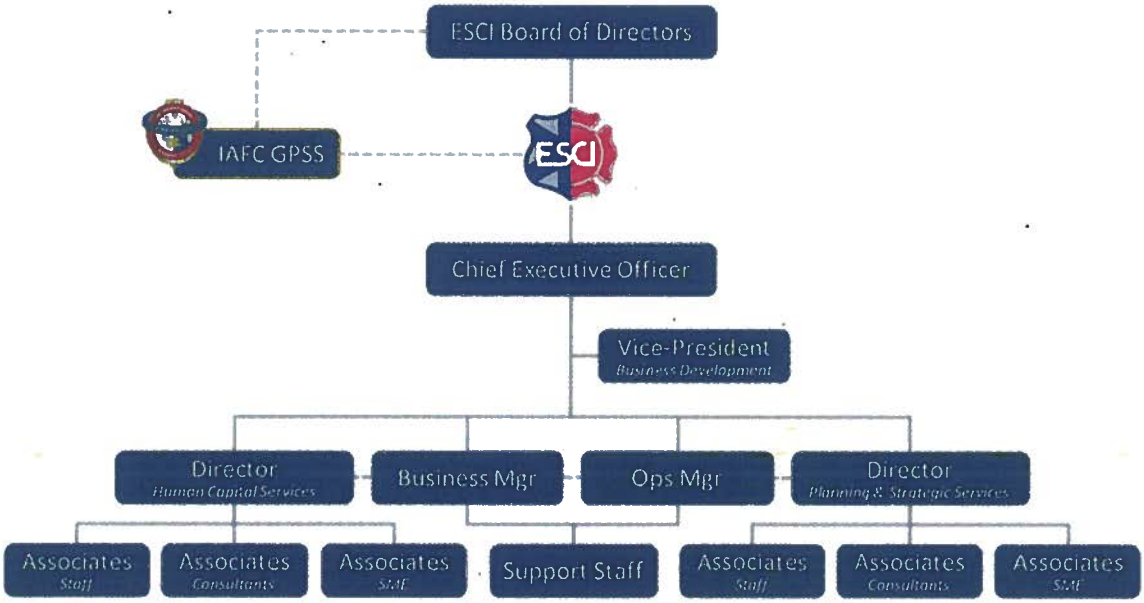
4795 Meadow Wood Lane, Chantilly, VA 22033

Andrea—Phone: 800.757.3724 • Email: info@esci.us

Mike—Phone: 703.506.9400 • Email: mike.roth@esci.us

ESCI Organizational Chart

The following is an organizational chart of Emergency Services Consulting International, which includes descriptions of our various positions and services.



Disclosure & Practices

Conflict of Interest Statement

ESCI has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing or other offer parameters required by this solicitation. ESCI is not presently suspended or otherwise prohibited by any government from participation in this solicitation or any other contracting to follow thereafter. Neither ESCI nor anyone associated with ESCI has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. In the event that a conflict of interest is identified in the provision of services, ESCI will immediately notify the client in writing.

Insurance

ESCI is insured in excess of $2,000,000. A copy of the ESCI liability insurance certificate is included in an appendix.

Litigation

ESCI has no past and/or pending litigation or unresolved lawsuits.

Employment Practices

ESCI is an equal opportunity employer. The company is guided by recognized industry standards, policies, and procedures. ESCI offers a wide range of employee benefits and ongoing training opportunities that has enabled ESCI to attract and retain quality consultants who are recognized as experts in emergency service organization, management, and service delivery. ESCI will not refuse to hire, discharge, promote, demote, or otherwise discriminate in matters of compensation against any person otherwise qualified, because of age, race, creed, color, sex, national origin, ancestry, or handicap.

Appendix A: Project Team Qualifications

Kurt Latipow

Senior Associate/Project Manager

Summary of Qualifications

Mr. Latipow has enjoyed 40 years in Public Safety with over 27 years of Public Administration in Fire Chief and Chief Officer positions. He has developed and implemented numerous comprehensive fire and emergency services related plans. Mr. Latipow has facilitated the adoption of those plans via a variety of governing bodies. Mr. Latipow offers extensive experience in developing and implementing emergency, strategic, master plans and succession plans/management processes as well as developing and implementing Standards of Cover Analysis, Fees for Service Cost Recovery Programs and ALS Program Development and Implementation for both transport and engine company-based organizations.

Work Experience

- City of Lompoc, CA - Fire Chief
- Washoe County, NV - County Fire Services Coordinator
- City of Ukiah, CA - Fire Chief
- State of California, Governor's Office of Emergency Services – Deputy Chief, Fire and Rescue Branch
- Stanislaus Consolidated Fire Protection District, CA - Fire Chief/Chief Executive Officer
- Hesperia Fire Protection District, CA - Fire Chief
- City of Arroyo Grande, CA - Fire Chief/Director of Building and Fire
- City of Monterey Park Fire Department, CA - Battalion Chief/Fire Marshal

Education

- National Fire Academy – Accredited Executive Fire Officer
- California Fire Marshal Training and Education System

Publications and Instructor Experience

- IAFC/Volunteer Combination Officers 2017 Symposium in the West -Building Leaders From Within
- IAFC and League of California Cities 2016 - "The Achilles Heel of Local Government"
- California Fire Chiefs 2016 - "The Why and How of Succession Planning and Implementation"
- League of California Cities 2015 - "Contracting for Fire Services; the Trials, Tribulations, Landmines and Political Challenges"
- League of California Cities 2014 - "Leading Change in the New Reality"
- California Fire Chiefs Association 2012 - "Re-engineering Fire Service-Based Service Delivery"
- IAFC/ICMA 2012 - Success & Sustainability

Professional Affiliations

- California Fire Chiefs Association
- League of California Cities Fire Department – Past President
- League of California Cities Public Safety Policy – Past Committee Chair
- Life member International Association of Fire Chiefs

Note: This is a brief summary of Mr. Latipow's CV. A complete version can be made available on request

Daniel R. Munsey
Associate Consultant

Summary of Qualifications

Dan Munsey has been active in the fire serve for over 24 years, rising through the ranks of a metro-sized fire department from firefighter-paramedic to assistant fire chief. During his career, Dan has served in a variety of roles including: five years as a training officer where he led and implemented large succession planning efforts to fill the leaderships gap of a quickly growing fire department; ten years as a union vice president serving an IAFF local affiliation; two years as the Special Operations Chief overseeing the wildland, aviation, hazardous material, and USAR teams, as well as the EMS and training divisions; five years acting as the "area fire chief" for seven different communities. Chief Munsey is a respected fire service instructor and is a sought-after presenter at national conferences on a board-range of topics such as modern leadership, integration of fire service operational technology to improve performance and fiscal management, and fire service wildland and structural firefighting.

Educational Background

- Master's Degree in Public Administration, Grand Canyon University
- Bachelor's Degree in Business Administration, Grand Canyon University
- Paramedic Program, Crafton Hills College, CA
- Extensive certificates of training in fire service administration, personnel management, incident command and fire department operations and planning

Professional Experience

- President, California Fire Chiefs Association Operations Section
- Assistant Chief, Division 3 (East San Bernardino Valley), San Bernardino County FPD
- Technology Council Member, International Fire Chief Association
- Forum Member, National Fire Protection Agency
- California Incident Management Team 11 member
- California State Fire Marshal, "Expanding Wildland Incidents" Course Curriculum Committee

Relevant Experience

- President, Hi-Desert Water District Board of Directors
- Department Diversity Committee Chairman, San Bernardino County Fire
- Element Leader, County of San Bernardino, Vision Committee, Public Safety Element
- Chair, Victor Valley College EMS Advisory Board
- California State Fire Marshal Instructor for Chief Fire Officer, Fire Officer Wildland, & ICS curriculum

Presentations & Articles

- Deccan International, "Adopting Technology to Improve Fire Service Operations"
- Esri-CalChiefs, Technology Summit, "The Changing Fire Service"
- California Fire Prevention Institute, "The Fire Prevention Officers Role in Large Scale Emergencies"
- IAFC, Tech Council Presentation, "Leadership and Technology"
- National Fire Academy, "Determining Workload Efficiency..."
- FireWire, "The Supervisors Role in the Firefighter Bill of Rights", April 2016

Note: This is a brief summary of Chief Munsey's CV. A complete version can be made available on request

Marsha Cardinal

Associate Consultant/GIS Specialist

Summary of Qualifications

Ms. Cardinal recently retired after serving for 15 years as a Technology Systems Analyst/GIS with Washoe County Tech. Services, GIS Division. She worked closely providing data-driven solutions for the Truckee Meadows Fire Protection Dept. and Washoe County Emergency Management & Homeland Security, as well as 30 other departments in the County. Ms. Cardinal has been a presenter at the annual Nevada Geographic Information Society (NGIS) for many years.

Ms. Cardinal provided a variety of GIS services for the Truckee Meadows Fire Protection District, Reno Fire Dept., Regional Emergency Operations Center and the combined Reno/Washoe E911 Dispatch Center. She has conducted spatial analyses, network analyses, and dispatch data analyses, as well as data collection, management and real time situation status mapping.

Educational Background

- BA Degree in Biology , the University of Nevada, Reno
- Emergency Services Training including: NIMS, ICS 100- 400, WebEOC, Crisis Track.

Professional Experience

- Technology Systems Analyst/GIS, Washoe County Technology Dept. (15 years).
- GIS Coordinator, Nevada Land Trust; Reno, NV (currently part-time).

Relevant Experience:

- Mapped & installed 911 mile markers along 12 miles of Truckee River
- Provided GIS & GPS Training for AmeriCorps Interns
- Created ArcGIS Story Maps for One Truckee River Program
- Created data for the Washoe County Fire Hazard Map (WUI) http://wcgisweb.washoecounty.us/FireHazard

Randall Parr
Associate Consultant

Summary of Qualifications

Mr. Parr has over 40 years of experience in the fire service including 20 years as a chief officer. He has served in four different fire departments in Texas and Missouri. The agencies he has worked for range from mid-sized combination fire districts serving a population of 100,000 to a leading a small municipal department's transition from a volunteer based delivery system to a career based delivery system. He has served the past 13 years in a career position as the fire chief for the City of Tomball, a suburb of the City of Houston Texas with a population of 25,000.

He is a certified public accountant and during his career has served as the chief financial officer of several large regional real estate developers and also served as the City of Tomball interim financial officer. Chief Parr brings his diverse skills to ESCI to provide inter-agency collaboration, strategic planning, master planning, and organizational evaluation. He has a track record of focusing on cost effectiveness and efficiency, with a reputation for building regional collaborative solutions. He has advised policy-makers on fire service delivery options, created financial models and has made presentations to larger workshops on such topics as regional collaboration.

Educational Background

- Bachelors in Business, Accounting Major, Indiana University, 1970
- Master's in Public Administration, Sam Houston State University, Huntsville, TX, 2016
- Executive Fire Officer Graduate – National Fire Academy
- Extensive training in leadership, financial management, and planning

Professional Experience

- Fire Chief/Emergency Management Coordinator – City of Tomball, TX (2004 – present)
- Fire Chief – Cypress Creek Fire Department, Houston, TX (1999 – 2004)
- Chief Financial Officer – Turner Adreac Development, Sugar Land, TX
- Controller/Financial Officer – Trammel Crow Residential/Gables Residential Trust

Relevant Experience

- Board of Directors of the Southwest Division of the IAFC
- Southeast Region Director, Texas Fire Chiefs Association
- Facilitator, Northwest Harris County Fire Chiefs Association
- Treasurer, Institution of Fire Engineers, USA Branch
- Peer Assessor I, Center for Public Safety Excellence Accreditation Site Team

Associated Professional Accomplishments

- 2009 recipient of IAFC-VCOS John Buckman Leadership Award
- Developed UASI grant to equip 90 departments in a three-county area, including the City of Houston, with the same electronic accountability system
- Led the development of the Standards of Cover and Strategic plan for the Tomball Fire Department

Note: This is a brief summary of Mr. Parr's CV. A complete version can be made available on request.

Pat Lynch, Ph.D.

Associate Consultant

Summary of Qualifications

Dr. Pat Lynch has worked as an independent management consultant and

subject-matter expert for fire-rescue agencies for over 11 of her 24 years as a consultant. In addition, she has been an associate professor in the California State University system, a senior financial analyst for FedEx, and an arbitrator for the New York Stock Exchange.

Dr. Lynch brings a unique perspective to the public safety arena by virtue of her varied career in the public and private sectors, and by her volunteer work. She has presented at numerous fire-rescue conferences in the U.S. and Canada, written articles, and delivered webinars for the International Association of Fire Chiefs, and provided assistance and guidance to public safety agencies and leaders throughout the U.S.

Educational Background

- Ph.D. in Personnel and Employment Relations, Georgia State University
- MBA in Economics, University of Memphis
- B.A. in Sociology, Smith College
- Certification in Merger and Acquisition Integration
- Certified facilitator for Pritchett Change Essentials for Leaders workshop

Professional Experience

- Associate, Emergency Services Consulting International
- Subject Matter Expert, International Association of Fire Chiefs
- President, Business Alignment Strategies, Inc.
- Principal, HR Value
- Associate Professor of Management and Human Resources, California State University
- Faculty member and curriculum developer, Los Angeles County Learning Academy
- Senior Financial Analyst, Finance and Treasury Divisions, FedEx Corporation

Relevant Experience

- Subject Matter Expert, Company Officers Section, International Association of Fire Chiefs
- Disaster Action Team leader, American Red Cross, Los Angeles Region
- Community Emergency Response Team member, Long Beach, CA

Associated Professional Accomplishments

- Author, Survey Says...: The Professionals' Guide to Great Surveys
- Author, How to Create a Community of Advocates for Public Safety
- Served as subject matter expert for development of the strategic plan for the Company
- Officers Section, International Association of Fire Chiefs
- Served as subject matter expert for development of the succession management white paper by the Company Officers Section, International Association of Fire Chiefs
- Author of dozens of articles, newsletters, and resource materials (assessments, templates, checklists) available on my company web site and in various corporate publications and web sites

Note: This is a brief summary of Ms. Lynch's CV. A complete version can be made available on request.

John A. Stouffer

Western Regional Manager/Project Manager

Summary of Qualifications

Mr. Stouffer began his career in public safety in 1976 as a firefighter/EMT with Yakima County (WA) Fire District #10, where he established the first EMS program in the department. In 1980, he attended the Paramedic Program at Central Washington University and obtained a position with Yakima (WA) Medic One becoming a field paramedic and the organization's first Training Officer. In 1988, he was offered the position of the Director of the Yakima County (WA) Department of Emergency Medical Services. After holding that position for nine years, he took a position with Gresham (OR) Fire & Emergency Services as the EMS Coordinator, occasionally serving as the acting Chief of the Training Division, until his retirement in 2009. Since 1992, in addition to his other employment, Mr. Stouffer has been providing a wide variety of public safety consulting services to clients throughout the U.S. and Canada.

Professional Experience

- Project Manager/Associate Consultant, Emergency Services Consulting International
- Technical Advisor/Program Developer, Vision 20/20 & Institution of Fire Engineers
- EMS Research Investigator/Coordinator, Oregon Health & Science University
- EMS Coordinator (Captain), Gresham Fire & Emergency Services
- Senior Consultant, Pacific Northwest Associates, LLC
- Director, Yakima County Department of Emergency Medical Services
- Training Officer/Paramedic, Yakima Medic One
- Firefighter/EMT-Paramedic/Medical Services Officer | Yakima County Fire District #10
- More than 40 years diverse experience in fire and emergency medical services

Educational Background & Certifications

- Central Washington University
- Yakima Valley Community College
- Western Oregon University
- National Fire Academy Incident Command for EMS
- Seattle/King County Resuscitation Academy Fellowship
- Multiple instructor certifications (NFPA I & II, ACLS, PHTLS, WSFST Instructor II, EZ-IO Instructor)
- Numerous advanced-level EMS certifications
- More than 250 hours fire service education, Washington State Fire Service Training

Associated Professional Accomplishments

- Project Manager and consultant on a number of fire and EMS projects around the U.S. and Canada
- Co-authored and published a number of international prehospital studies (available on request)
- Authored two guides on Community Risk Reduction for Vision 20/20 (available on request)
- Project Co-Director, King LT Airway Implementation Project for Multnomah County (OR)
- Author, Phases I & II of the Yakima County EMS Master Plan
- Earned fourteen professional awards during his career (available on request)

Note: This is a brief summary of Mr. Stouffer's CV. A complete version can be made available on request.

Appendix B: ESCI Experience

Following are examples of ESCI's experience in providing consulting services to various organizations throughout North America. If requested, ESCI can provide more detailed information on any the projects listed.

Project Category & Title	Organization	Location	Year
Cooperative Services & Consolidations			
Performance Review & Alternative Governance.	North Tahoe and Meeks Bay FPD	CA	2018
Consolidation Feasibility Study and Service Review	Local Agency Formation Commission	CA	2018
Cooperative Efforts Feasibility Study	City of Santa Rosa & Rincon Valley FPD	CA	2016
Evaluation & Cooperative Efforts Study	Rifle Fire Protection District	CO	2015
Standards of Cover			
Standards of Cover	Tahoe Douglas Fire Protection District	NV	2018
Standards of Cover/ CRA	Hemet Fire Department	CA	2018
Standards of Cover	Scottsdale Fire Department	AZ	2015
Standards of Cover	Carrollton Fire Rescue	TX	2018
Agency Evaluations			
Fire Department Evaluation	Skamania County Fire District #4	WA	2015
Fire Department Options Analysis	Hemet Fire Department	CA	2015
Emergency Services Operations Analysis	Strathcona County Emergency Services	Canada	2017
Station Location Studies			
Station Location Analysis	American Fork Fire Department	UT	2017
Station Location Analysis	Twin Falls Fire Department	ID	2016
Police and Fire Station Location	Sioux Falls Police & Fire Departments	SD	2018
Master Plan with Station Location Analysis	Telluride Fire Protection District	CO	2015
Miscellaneous Studies			
Public Safety Building Funding Feasibility	City of Homer	AK	2015
Staffing & Deployment Analysis	East Pierce Fire & Rescue	WA	2014

Appendix C: ESCI References

The following are several examples and references out of the hundreds of projects and studies previously completed by ESCI. If requested, ESCI can provide additional examples and client references.

North Tahoe and Meeks Bay Fire Protection Districts, CA			
Project:	Performance Review and Examination of Alternative Governance Models	**Contact:**	Michael S. Schwartz
Project Lead:	Dawn Mittleman, Kurt Latipow	**Title:**	Fire Chief
Population:	16,000	**Phone:**	530 583 6911
Completed:	August 2018	**Email:**	schwartz@ntfire.net

Project Description:
The North Tahoe Fire Protection District and Meeks Bay Fire Protection District Performance Review examined alternate governance models, current conditions, future opportunities for cooperative efforts, financial analysis of trends and current budget as a basis for findings and recommendations.

Key Recommendation(s):
ESCI advised that legal unification would eliminate duplication of governance and further enhance economy of scale. It was recommended that both districts take the necessary steps to initiate the legal unification process and that both pass substantially similar resolutions of application to LAFCO which include relevant terms and conditions.

Local Agency Formation Commission of Santa Cruz County (California)			
Project:	Consolidation Feasibility Study and Service Review	**Contact:**	Patrick McCormick
Project Leads:	Dawn Mittleman, Kurt Latipow	**Title:**	Executive Officer
Population:	67,000	**Phone:**	831 454 2055
Completed:	August, 2018	**Email:**	Pat.McCormick@santacruzcounty.us

Project Description:
The Santa Cruz Local Agency Formation Commission in cooperation with Aptos/La Selva Fire Protection District and Central Fire Protection District engaged ESCI to conduct a study to analyze the feasibility of consolidating fire and emergency services of the districts.

Key Recommendation(s):
ESCI recommended that the Aptos/La Selva and Central Fire Protection District fully consolidate, projected to result in a combined cost reduction. It was also recommended that consideration be given moving the CFPD truck company from CFPD Station #2 to A/LSFPD Station #1 and relocating the crew from CFPD Station #3 to A/LSFPD Station #1 for the purpose of staffing the truck company full-time. The districts were advised to meet to negotiate pertinent matters to be included in terms and conditions and it was recommended that consolidation take the form of a reorganization with one district annexing the other.

City of Dearborn (Michigan)			
Project:	Hazard Analysis / Master Plan	**Contact:**	Joseph Murray
Project Manager:	Mike Tucker	**Title:**	Fire Chief
Population:	111,900	**Phone:**	313-943-2841
Completed:	June 2018	**Email:**	Josephmurray@ci.dearborn.mi.us

Project Description:
The City of Dearborn engaged ESCI to conduct a Hazard Analysis and Master Plan for the City's fire department. The project entailed conducting a systematic review of the fire department's organizational structure, analyzing current and future risks, analyzing the effectiveness of current facilities, determining the department's ability to achieve current and future service demands, and providing specific recommendations for additions and improvements.

Key Recommendation(s):
ESCI provided the City with specific recommendations focusing on the administrative structure of the organization designed to increase the department's effectiveness in supporting the department's operational response and service to the citizens of Dearborn. ESCI also conducted an extensive station location analysis of the department's existing facilities and made recommendations relative to future station placement to address the City's increasing call volume. Additional recommendations were made to address the department's current data collection procedures and improvements to better position the department to achieve its goal of earning international accreditation.

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City of Santa Rosa & Rincon Valley FPD (California)			
Project:	Cooperative Efforts Feasibility Study	**Contact:**	Anthony Gossner, Fire Chief
Project Manager:	Sheldon D. Gilbert	**Phone:**	(707) 543-3530
Population:	204,000	**Email:**	AGossner@srcity.org
Completed:	May 2016		

Project Description:
Emergency Services Consulting International (ESCI) was engaged by the city of Santa Rosa Fire Department (SRFD) to conduct a Cooperative Services Study involving the Santa Rosa Fire Department and the Rincon Valley Fire Protection District (RVFPD). Both agencies have a long-standing and established integrated working relationship. As a result of the long-standing history and coordination between these agencies, the question was raised regarding the ability and practicality of the City of Santa Rosa Fire Department (SRFD) providing contract for service fire protection to the Rincon Valley Fire Protection District (RVFPD).

Key Recommendation(s):

- Option one, ESCI recommends an enhanced intergovernmental agreement for training, EMS, fire prevention, and battalion coverage between the RFFPD and SRFD.
- Option two (model B) would be a more formal cooperative service model with the most equitable cost sharing. This model would result in complete administrative and operational integration through a contract for service with the SRFD. Model should be pursued upon completion of the following seven KPI's:

1) Agree on cost of living adjustment (COLA) assumptions to be used in projection modeling to ensure adequate costs and revenue is accounted for in long range financial plans and contract for service costs.
2) Based on a consecutive 24-month expanded cooperative service model (Option one), adjust administrative and overhead staff to ensure adequate management and oversight of personnel upon creation and implementation of a contract for service.
3) Agreement and adoption of capital replacement funding programs by the SRFD and the RVFPD to be used in contract for service administration and cost modeling
4) Creation and adoption of a long-range financial plan (LRFP) by the RVFPD. The LRFP should address five-year projected revenue and expenditure needs as a stand-alone agency and the desired contract for service (option 2B). The LRFP should ensure adequate cash flow, reasonable cost controls, and a sustainable 20% operational reserve.
5) Demonstrated financial performance by the RVFPD for a period of three fiscal years with no deficit spending and maintenance of a 20% operational reserve.
6) Standardization of budget categories and framework between the SRFD and RVFPD for creation of future contract for service costs, modeling, and reporting.
7) Conduct a joint other Post-Employment Benefit (OPEB) actuary for the SRFD and RVFPD, identify side fund amounts for each jurisdiction, and adopt strategies to address current and future unfunded liability for inclusion in the contract for service.

City of Fontana (California)	
Project: Plan for Providing Fire & EMS Services & LAFCO Application Process **Project Manager**: Martin Goughnour **Population:** 203,000	**Contact 1**: Jeff McPherson Business Manager, City of Fontana **Phone:** (909) 350-7600 **Contact 2:** Kathleen Rollings-McDonald Executive Officer, San Bernardino LAFCO **Phone:** (909) 388-0480

Project Description:
ESCI conducted a review of the San Bernardino Fire Department Proposal for Countywide Consolidation and prepared alternatives for the City of Fontana.

Project Methodology:

1) The project included a financial review of the proposal comparing it to a 2003 ESCI study and budget actuals for 2003 and 2004.
2) An alternative proposal was developed that included; an annual budget, a five-year forecast of revenue and expenses, a plan for service, and a Joint Powers Agreement (JPA).
3) Throughout the study ESCI worked closely with San Bernardino LAFCO to address Service Review and Sphere of Influence factors.

Eugene/Springfield Fire Departments (Oregon)	
Project: Cooperative Services Feasibility Study **Population:** 210,000 **Completed:** January 2010	**Contact:** Randy Groves, Fire Chief **Phone:** (541) 682-7100 **Email:** randy.b.groves@ci.eugene.or.us

Project Description:

A cooperative services feasibility study for the Eugene Fire Department and Springfield Fire and Life Safety. ESCI analyzed the potential for integration at the program, service delivery, and administrative levels of the two municipal fire departments.

Key Recommendation(s):
Of all the feasible options discussed in the study, ESCI's preferred choice was an IGA between Eugene FD and Springfield FLS. It was seen as an intermediary step for a vision of a single fire agency via annexation to a fire district.

Forest Grove Rural Fire Protection District (Oregon)			
Project:	Cooperative Services Study	**Contact:**	Michael Kinkade, Fire Chief
Project Manager:	Sheldon Gilbert/Lane Wintermute	**Phone:**	(503) 992-3240
Population:	23,000+		
Completed:	April 2015		

Project Description:
ESCI was engaged by the cities of Forest Grove, Cornelius and the Forest Grove Rural Fire Protections District, Cornelius Rural Fire Protection District, Gaston Fire Protections District and Banks Fire Protection District #13 to conduct a feasibility study regarding opportunities for collaboration and enhanced cooperative service options between and among the participating fire service agencies.

Project Methodology:

1) A two-phase process of integration was recommended by the ESCI Team. Phase one would be an enhanced intergovernmental agreement for fire chief and administrative services among all six agencies. Note: As of May 1, 2015, five of the six participating agencies contracted for fire chief services under an established IGA.
2) Phase two would be a more formal cooperative service model through a fully integrated Fire Authority IGA, a fire district merger or consolidation into a new fire district.

Cities of Caldwell FD/Meridian FD/Middleton/Star Fire Districts (Idaho)			
Project:	Regional Master Plan	**Contact:**	Mark Niemeyer
Project Manager:	Don Bivins	**Title:**	Fire Chief
Population:	185,885	**Phone:**	208-888-1234
Completed:	Winter 2016	**Email:**	mniemeyer@meridiancity.org

Project Description:
The master plan addressed four agencies in the region, essentially addressing the current conditions of each separate agency and the region as a combined area. The report included all programs and practices, an extensive analysis of current service delivery and response performance for each agency and the region. Future population and community growth projections were used to develop service demand forecasts. Based on these forecasts, options were identified that address future growth and demand.
Key Recommendation(s): Short, mid and long-term recommendations for improving service delivery included existing fire station remodels, implementation of peak activity response units, future station locations, alternate staffing strategies, and exploration of cooperative service delivery. Interest was high in identifying the benefits of a regional approach to service delivery, thus the recommendations addressed those opportunities. A unified presentation to all of the policy-makers was provided.

Lakeside/Pinetop/Show Low Fire Districts (Arizona)			
Project:	Collaborative Efforts Feasibility Study	**Contact:**	Bryan Savage
Project Manager:	Don Bivins	**Title:**	Lakeside Fire Chief
Population:	97,000	**Phone:**	928.368.6112
Completed:	June 2014	**Email:**	bsavage@lakesideazfire.com

Project Description:
Lakeside Fire District (LSFD), Pinetop Fire District (PFD), and Show Low Fire District (SLFD) contracted with ESCI to study the feasibility of the three agencies combining in some fashion. The three agencies have separately experienced significant reductions in assessed valuation and thus, have been losing revenue significantly. After analysis, it was evident that all three agencies have used vastly different methods to survive the economic downturn. Yet, combining was feasible economically and certainly operationally. SLFD and PFD were both operating under interim fire chief guidance with the loss of their fire chief's, making this an opportune time to evaluate combining.

It became clear that LSFD and SLFD was not waiting for the study to conclude, developing collaborative strategies including shared staffing of a station, shared administrative teams, and closer working relationships. The project team felt the three agencies may not move forward together, so evaluated what pairings would work if two of the three agencies wanted to combine. ESCI found that all of the pairing options were also feasible and recommended that all three agencies merge. Failing that, any two of the three agencies could also merge and develop an efficient and effective service delivery model.

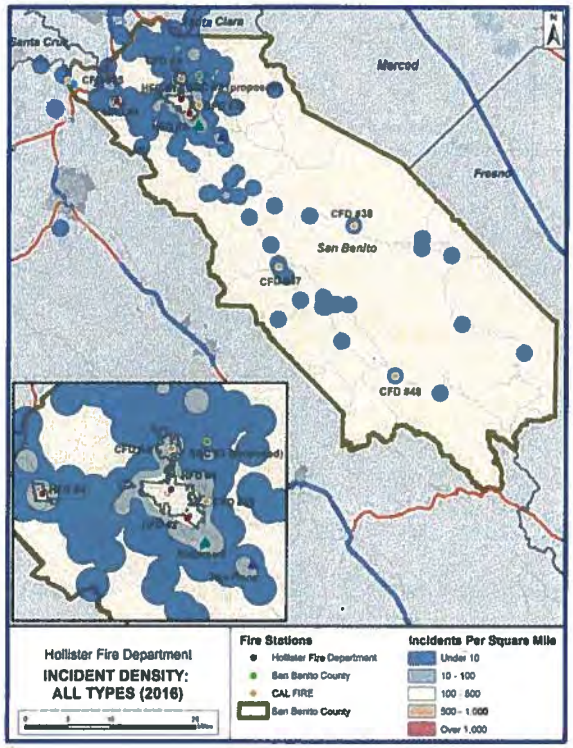
Shawnee Fire Department (Kansas)			
Project:	Administrative & Support Staffing Study	**Contact:**	John Mattox
Project Manager:	John Stouffer	**Title:**	Fire Chief
Population:	65,194	**Phone:**	913.742.6100
Completed:	May 2018	**Email:**	Jmattox@cityofshawnee.org

Project Description:
ESCI completed a comprehensive analysis of the Shawnee Fire Department's current administrative and support staff, and determined that the department was understaffed and unable to meet the various administrative and support services functions for a city of that size.
Key Recommendation(s): Re-organize the department into three separate divisions: Operations, Community Risk, and Support Services. ESCI recommended additional positions, along with job descriptions, including promotions of existing officer positions to command staff positions. Also recommended was the addition of a Management Analyst to SFD, and to move Emergency Management Director under the auspices of the City Manager.

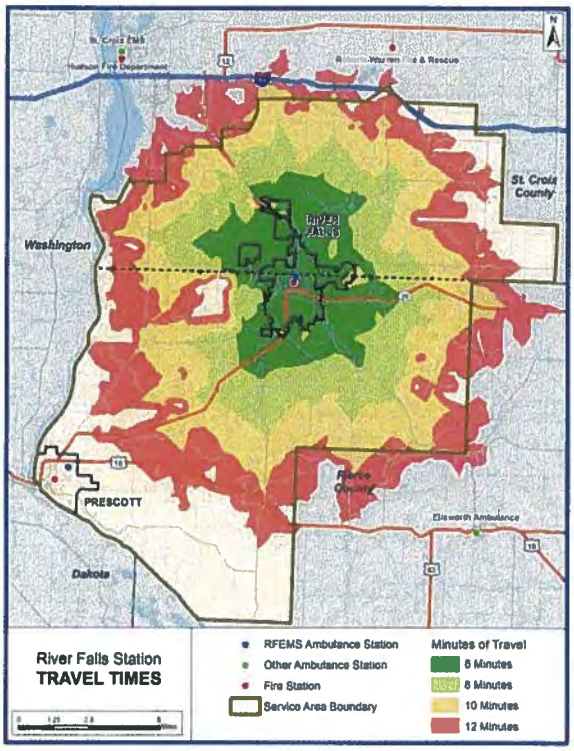
Appendix D: ESCI Examples of GIS Maps & Images

The following represents examples of GIS maps and other images created by ESCI for previous projects.

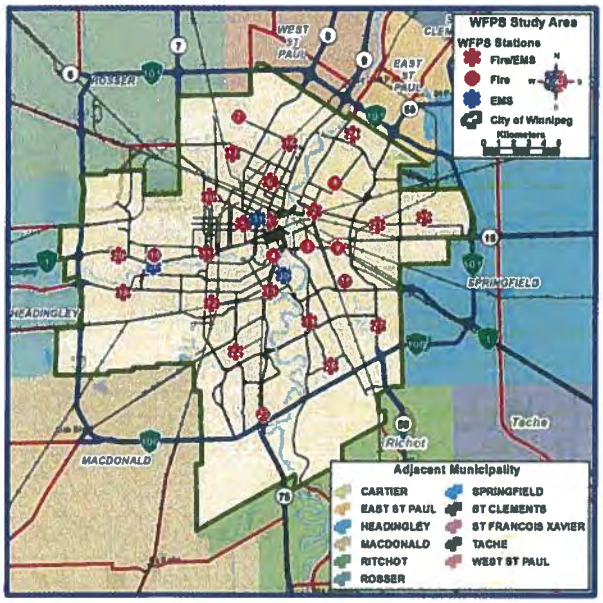
Incident Density Example



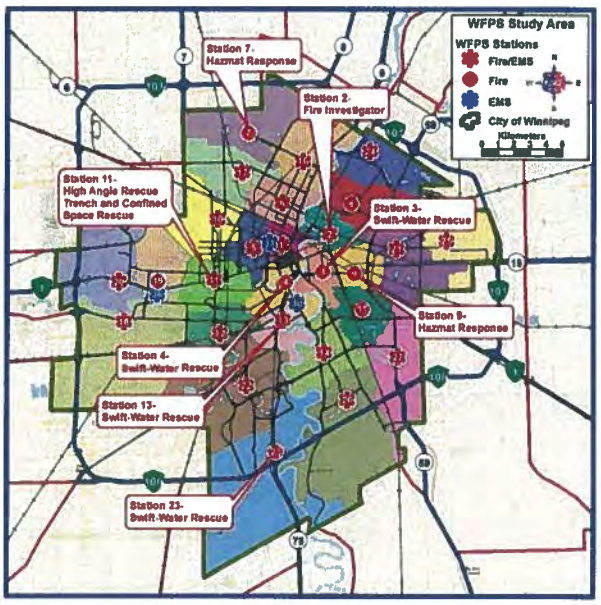
Travel Time Example



Study Area Example



Special Incident Capabilities Example



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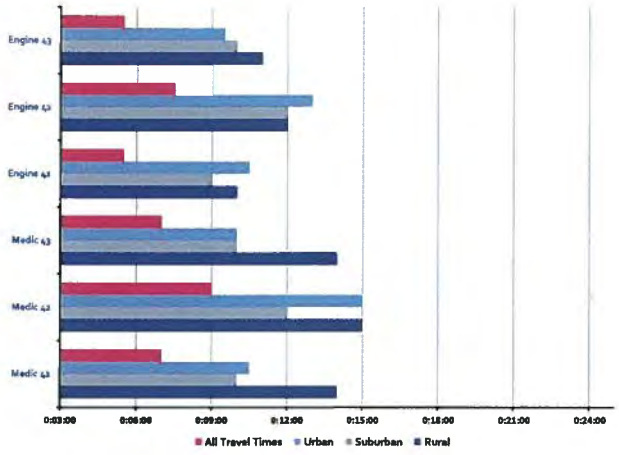
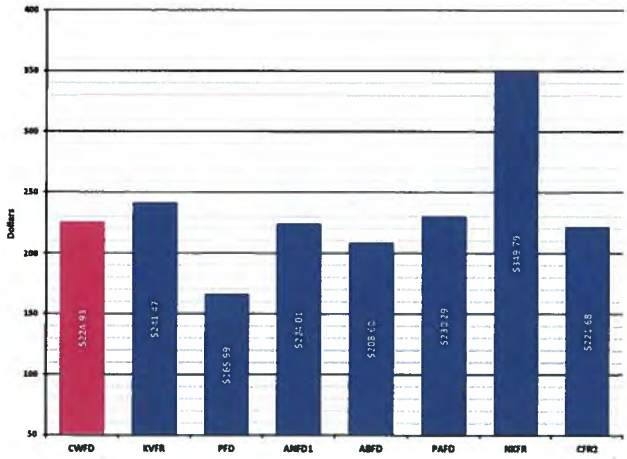
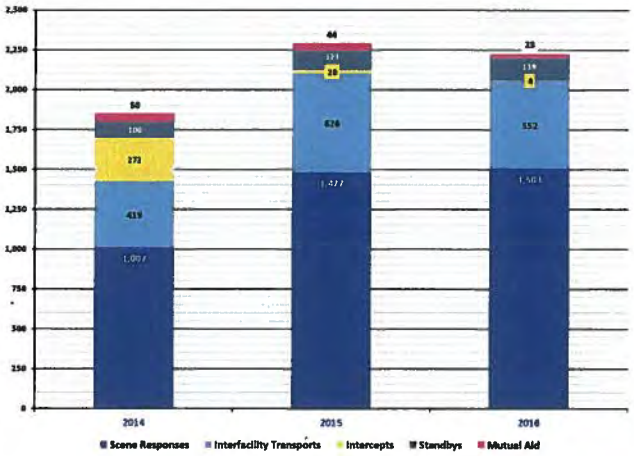
Travel-Time Chart Example



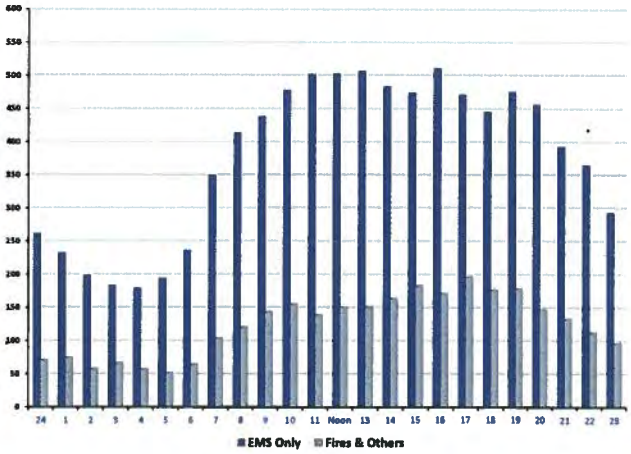
Cost Per-Capita Chart Example



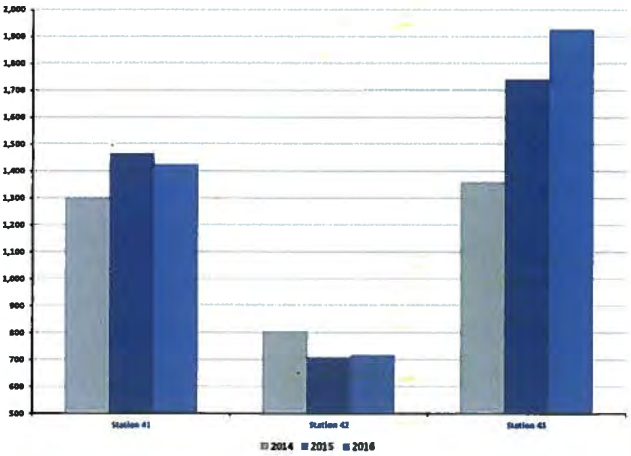
Medic Unit Incident Types Chart Example



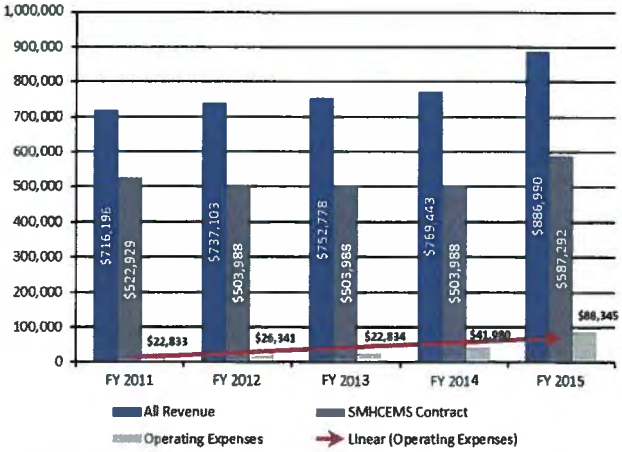
Call Types by Hour-of-Day Example



Service-Demand by Fire Station & Year



Budget Analysis Example



Appendix E: ESCI Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wilson-Heirgood Associates
2930 Chad Drive
PO Box 1421
Eugene OR 97440-1421

CONTACT NAME: Christie Montero
PHONE (A/C, No, Ext): 541-284-5855
FAX (A/C, No): 541-342-3786
E-MAIL ADDRESS: cmontero@whainsurance.com
PRODUCER CUSTOMER ID #: 22934

INSURED
Emergency Services Consulting International
25200 SW Parkway Avenue #3
Wilsonville OR 97070

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	
INSURER B: SAIF Corporation	36196
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES — CERTIFICATE NUMBER: 1104766079 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHSD1110578	1/1/2016	1/1/2017	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$1,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PHSD1110578	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
A	X UMBRELLA LIAB X OCCUR			PHUB527573	1/1/2016	1/1/2017	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DEDUCTIBLE							$
	X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			776036	1/1/2016	1/1/2017	X WC STATU-TORY LIMITS X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHSD1110578	1/1/2016	1/1/2017	Each Claim	2,000,000
							Annual Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Umbrella coverage does not apply to Professional Liability
Fire Protection and Paramedic Services Strategic Plan

CERTIFICATE HOLDER
City of Yucaipa
34272 Yucaipa Boulevard
Yucaipa CA 92399

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
WHA Insurance Agency Inc
2930 Chad Drive
Eugene OR 97408

CONTACT NAME: Lawralie Bunker
PHONE (A/C, No, Ext): 800-852-6140 FAX (A/C, No): 541-342-3786
E-MAIL ADDRESS: lbunker@whainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 22934
Emergency Services Consulting International Inc
Fields Consulting Group Inc
25030 SW Parkway Ave, Ste 330
Wilsonville OR 97070

COVERAGES **CERTIFICATE NUMBER:** 2035368777 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHSD1406489	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHSD1406489	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB658728	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A A	Professional Liability Cyber Liability			PHSD1406489 PHSD1380000	1/1/2019 10/9/2018	1/1/2020 10/9/2019	Each Claim Annual Aggregate Policy Aggregate	2,000,000 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Umbrella coverage does not apply to the Professional Liability policy
City of Pinole, and its officers, employees, agents, and volunteers are Additional Insured with respect to the General Liability insurance (see form PIBP001905 attached), per the written contract.

E&O policy is on a claims made basis and claims are required to be reported immediately.

CERTIFICATE HOLDER

City of Pinole, and its officers,
employees, agents, and volunteers
2131 Pear St
Pinole CA 94564

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS POLICY-ELITE ENHANCEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Part 1: Property Coverage Enhancements:

The following amendments are a part of the BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM:

1. Increased Glass Limits

Section A. Coverage, item 4.b. is replaced by:

b. With respect to glass (other than glass building blocks) that is part of the interior of a building or structure, or part of an outdoor sign, we will not pay more than $3,000 for the total of all loss or damage in any one occurrence.
This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

2. Increased Fire Department Service Charge

Section A. Coverage, item 5.c. is replaced by:

c. Fire Department Service Charge
When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $3,000 for your liability for fire department service charges:
(1) Assumed by contract or agreement prior to loss; or
(2) Required by local ordinance.

3. Reduced Waiting Period and Longer Duration for Civil Authority Coverage

Section A. Coverage, item 5.i. is replaced by:

i. Civil Authority
We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.
The coverage for Business Income will begin 48 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

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The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

(1) 5 consecutive weeks after the time of that action; or
(2) When your Business Income coverage ends; whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance.

4. Broadened Personal Property Coverage

Section A. Coverage, item 1.b., the first paragraph is replaced by:

b. Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,250 feet of the described premises, including:

5. Increased limits for Personal Property Off Premises

Section A. Coverage, item 6.b. is replaced by:

b. Personal Property Off Premises
You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is $10,000.

6. Increased limits for Outdoor Property

Section A. Coverage, item 6.c. is replaced by:

c. Outdoor Property
You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

(1) Fire;
(2) Lightning;
(3) Explosion;
(4) Riot or Civil Commotion; or
(5) Aircraft.

The most we will pay for loss or damage under this Extension is $5,000, but not more than $1,000 for any one tree, shrub or plant.

7. Fire Extinguisher Recharge

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this extension is $3,000.

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No deductible shall apply to this coverage.

8. Business Income Enhancement

Section A. Coverage, item 5. Additional Coverages, section f. Business Income is amended as follows:

The reference to "60 days" as the limitation on payroll expenses is replaced by "365 days."

9. Lock Replacement

Section A. Coverage, item 6. Coverage Extensions will also include:

You may extend the insurance provided by this coverage form to cover necessary expense to repair to replace exterior or interior door locks of a covered building:
a) If your door keys are stolen in a covered theft loss; or
b) When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension of $250 for any one occurrence.

10. Removal of Sewer Backup Exclusion

Section B. Exclusions, item g(3) is amended to include:

Backups of sewers will not be excluded, but the most we will pay for such losses is $500 in the policy period.

Part 2: Liability Coverage Enhancements:

The following amendments are a part of the BUSINESSOWNERS LIABILITY COVERAGE FORM:

1. Medical Payments

If Medical Payments Coverage (Coverage A.2.) is not otherwise excluded from this Coverage Part: The Medical Expense Limit is changed subject to all the terms of Limits Of Insurance (Section D) to the greater of:
a. $10,000; or
b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. Supplementary Payments

In the Supplementary Payments – (Coverage A.1.d.):
1. The limit for the cost of bail bonds (item (2)) is changed from $250 to $500; and
2. The limit for loss of earnings (item (4)) is changed from $250 a day to $500 a day.

3. Blanket Additional Insureds

Who is An Insured (Section C) is amended to include the following, but only for liability arising out of the negligence of the Named Insured:

Each of the following is also an Insured:
a. any Contractor, including contracting governmental entities, who hires you as their subcontractor;
b. any person or organization who has an ownership interest in you;
c. any lessor of leased equipment, who rents equipment to you, but only with respect to liability arising out of the maintenance, operation, or use by you, provided however that this

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item c. will not apply to (1) any occurrence which takes place after the equipment lease expires; nr (2) "Bodily Injury" or "Property Damage" arising out of the negligence of the lessor or contractor engaged to operate the leased equipment; and

d. any owner, mortgagor, lessor, landlord, condominium association or manager of a premises leased by you, but only for "occurrences" that take place while you occupy the premises, provided however that this item d. will not apply to structural alterations, new construction, or demolition operations; and

With regard to parties applicable under items a. through d. above, the Insurer and the Named Insured agree to waive rights of recovery, as provided within the policy.

Nothing contained in this section C. shall serve to nullify matters excluded under section B. of the policy.

4. Bodily Injury - Mental Anguish

The definition of "bodily injury" is changed to read:

"Bodily Injury":

a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

5. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

6. Employee Indemnification Defense Coverage

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A.1.d.**, the following is added:

(8) We will pay on your behalf defense costs incurred by an "employee" in a criminal proceeding, provided, however that you must have a prior written agreement with such "employee" whereby you agree to indemnify the "employee" for such defense costs, and the agreement includes a provision for repayment of defense costs in the event of an adverse judgment. The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $2,500 regardless of the number of employees, claims or "suits" brought or persons or organizations making claims or bringing "suits."

7. Amendment of Aggregate Limit

SECTION D.4. – Aggregate Limits, item B is replaced by:

b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is three times the Liability and Medical Expenses limit. This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire or explosion.

8. Amendment to Watercraft Exclusion

Part B- Exclusions, item g.(2)(a) is amended by the following:

The phrase "less than 26 feet" is replaced by "less than 51 feet."

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Part 3: Amendment of Conditions:

1. Other provisions of the policy notwithstanding, this policy will be primary for all losses covered herein, and the existence of other insurance will not serve to reduce our obligation.

2. You will have the right to waive our rights of recovery prior to a loss with respect to any party. This must be done in writing to affect our rights.

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ATTACHMENT C

Pinole Fire Department

Pinole, California

REGIONAL FIRE SERVICE DELIVERY STUDY

November 2019

Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

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ACKNOWLEDGMENTS

Emergency Services Consulting International (ESCI) would like to acknowledge that without the assistance and support of the City of Pinole Fire Department executive and administrative staff, Labor leadership, City Manager, City officials, and others, we could not have completed this project.

Roy Swearingen
Mayor

Norma Martinez-Rubin
Mayor Pro Tem

Pete Murray
Council Member

Vincent Salimi
Council Member

Anthony I. Tave
Council Member

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EXECUTIVE SUMMARY

In April 2019, Emergency Services Consulting International (ESCI) was retained by the City of Pinole to evaluate the following opportunities; 1) Regional cooperation, to include consideration of consolidation or contract for Fire and Rescue Services; 2) Cost estimate to re-open and operate Station 74; and 3) applicable cost to residents through a parcel tax. During a presentation of the initial draft of the study to Pinole City Council on October 8, 2019, the City Council requested an addendum with additional research. The analysis within this document reflects work completed consistent with the original contract. The further research City Council requested will be included within the document titled *Pinole Regional Fire Study Addendum* to be presented at a later date.

The analysis completed during the original study revealed a number of important findings. These include:

- Due to the lack of sufficient command and administrative staff, the department struggles to maintain compliance with performance goals, industry standards, and workload.
- Data collection and records management analysis was challenging due to inconsistencies.
- The department needs additional staffing to fulfill all fire prevention related functions satisfactorily.
- PFD does not have a designated individual committed to the training function for the department. The responsibility for conducting all needs assessments relative to training, as well as program design, coordination, and records keeping.
- The department does not have adequate training props, although funding has been included in the FY 19/20 budget to purchase some.
- The minimum staffing level for PFD does not provide for the two-in/two-out structure firefighting per OSHA mandates.
- PFD is fully dependent on automatic and mutual aid for any call requiring more than one unit.
- In the event of concurrent incidents requiring more than the one staffed Pinole Engine, service to the residents of Pinole for the additional incidents must be provided by other agencies.
- In 2018, none of the reported fire incidents achieved the stated performance objective of 21 firefighters on-scene, nor did the travel time for all apparatus on-scene approach 8 minutes.
- Projected General Fund revenues are not sufficient to provide for Fire Department General Fund expenditures on an annual basis and will require a continued drawdown of General Fund reserve balances.
- Station 73's crew quarters need remodeling and updating, which may include ADA accommodation.
- PFD apparatus specifications have not been standardized with the Battalion 7 apparatus.
- Absent automatic and mutual aid from surrounding agencies, standalone PFD is not capable of handling an incident, such as a trash fire, car fire, or medical incident requiring more than one apparatus, much less a more complex incident.

- At 110 calls per 1,000 population, PFD has a higher median number of calls per 1,000 population than the region but slightly lower than the urban high range.
- Much of the developed residential area in the eastern part of the city is beyond 1.5 miles of Station 73.
- Due to Station 74 being closed, a portion of the developed residential area in the southeast part of the city is beyond the 4-minute travel time footprint.
- Funding does not appear to be available to cash purchase the required Type I apparatus for Station 74, should that station be reopened.

The analysis conducted during the evaluation phase of this process identified several opportunities to improve service (improvement goals). ESCI offers the following improvement goals for consideration. These goals and specific recommendations for each are described in more detail at the end of this report in the *Conclusions* section.

Short-Term Recommendations

Recommendation A: Adopt response performance goals that are achievable.
A community's desired level of service is a uniquely individual decision. No two communities are exactly alike. Performance goals must be tailored to match community expectations, community conditions, and the ability to pay for the resources necessary to attain the desired level of service.

Recommendation B: The City should consider moving forward with the necessary steps to improve service via reopening Station 74, and staffing and administrative support, as funding becomes available.

Recommendation C: Consider initiating the process of securing additional funding.
ESCI recommends that the City consider moving forward with the process of pursuing an additional funding source such as a parcel tax.

Recommendation D: Standardize apparatus specifications.
Consideration should be given to the standardization of apparatus specifications throughout Battalion 7. Standardization of specifications will enhance operational efficiency and could result in cost savings via group purchasing.

Recommendation E: Review all current fire department alarm assignments.
Consideration should be given to reviewing the department's alarm assignments and determine the number of resources required for an effective response force based on risk.

Recommendation F: Improve the collection and analysis of incident data.
Much can be revealed by collecting and evaluating incident data accurately and regularly. Challenges to quick response can be identified and solutions proposed.

Mid- to Long-Term Recommendations

Recommendation G: Initiate recruitment of additional staff.

As soon as funding is available, ESCI recommends that the City recruit the positions identified in Option C: "Expansion of Pinole Fire Department System."

Recommendation H: Remodel Station 73

Fire Station 73's crew quarters require remodeling to accommodate the relocation of the shared shift Battalion Chief and additional administrative staff.

Recommendation I: Capital Equipment and Facilities Fund

Establish a Capital Equipment and Facilities Replacement Fund. A portion of the proposed parcel tax could be used to fund this recommendation.

Section I:
EVALUATION OF CURRENT CONDITIONS

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CURRENT CONDITIONS

Organizational Overview

ESCI combined data provided by the participating fire agencies with information collected in the course of our fieldwork and used to develop an overview of the organizations. The purpose of the following organizational overview is two-fold. First, it verifies the accuracy of the baseline information and ESCI's understanding of each agency's composition—the foundation from which the study is developed. Second, the overview serves as a reference for the reader, who may not be familiar with the details of each agency's operations.

City of Pinole Fire Department

Governance & Lines of Authority

The City of Pinole was incorporated in 1903 and commenced providing fire protection the same year. Policy direction for the Pinole Fire Department (PFD) is provided by five elected City Council members (Council). The Council is provided the necessary power and authority to govern the provision of fire protection and emergency services. The Council appoints a City Manager who is responsible for implementing Council policy and overseeing the operation of the Organization. The City Manager appoints the Fire Chief to oversee the Fire Department operations.

The Pinole Fire Department (PFD) service area is comprised of the City of Pinole and two informally contracted areas of Contra Costa County, as depicted in the following figure. The Rodeo-Hercules service area is to the north and the southern boundary alternates between the City of Richmond and unincorporated Contra Costa County.

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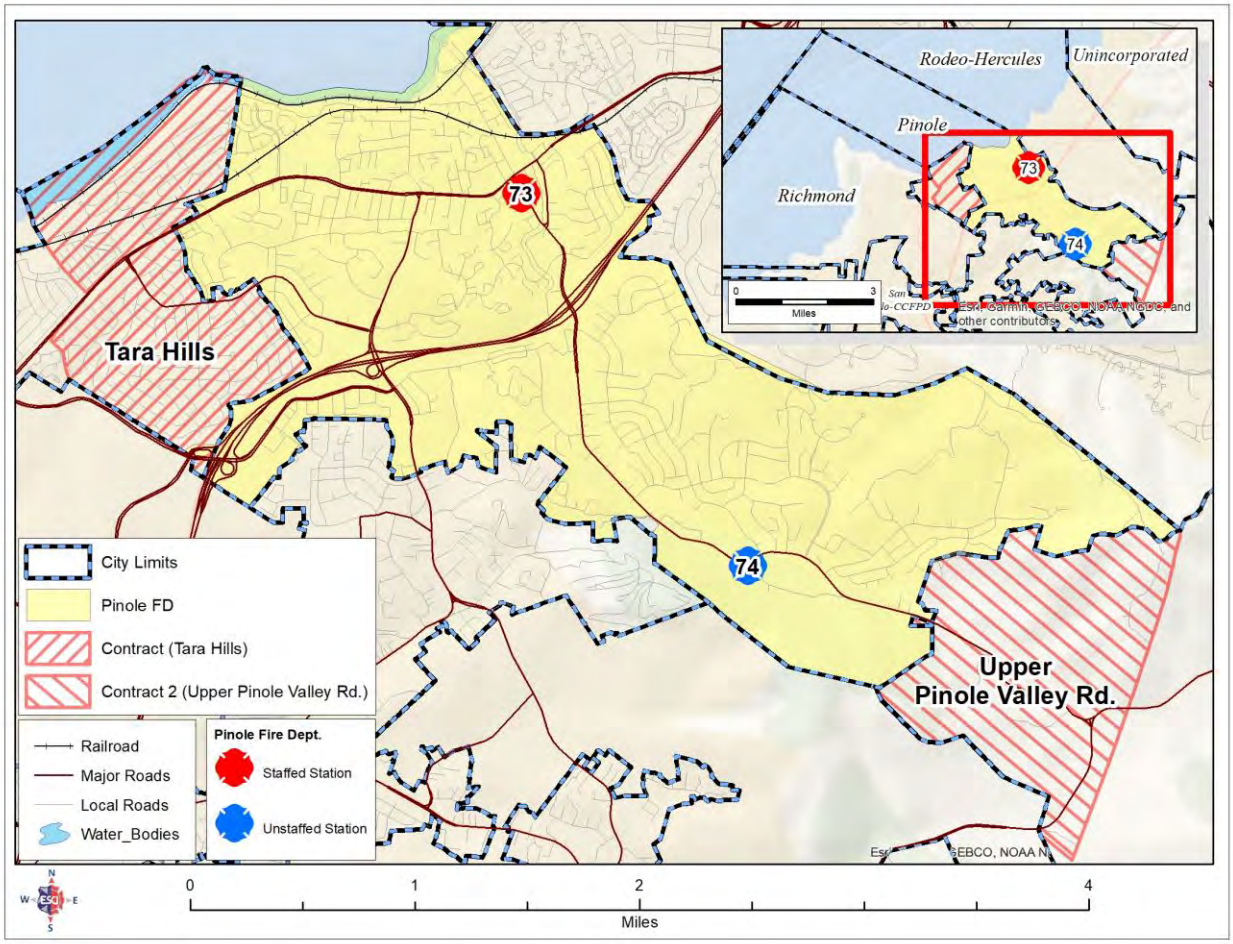
Figure 1: Study Service Area



Design

The organizational design of PFD mimics a paramilitary organization, which is a common design among first responders and emergency services agencies. PFD is an all career agency, meaning all staff are full-time regular employees of the City of Pinole.

Organizational Structure

To operate effectively, a fire department needs an organizational chart that clearly defines its structure. The chart institutionalizes the agency's hierarchy, identifies roles, and, most importantly, clarifies reporting authority. It also helps to ensure that communication flows appropriately and limits opportunities to circumvent the reporting structure.

PFD has a well-defined organizational chart that achieves this purpose and operates under a traditional top-down approach. Lines of authority are clear and depicted; however, the department is minimally staffed. The following figure illustrates the organizational chart for PFD.

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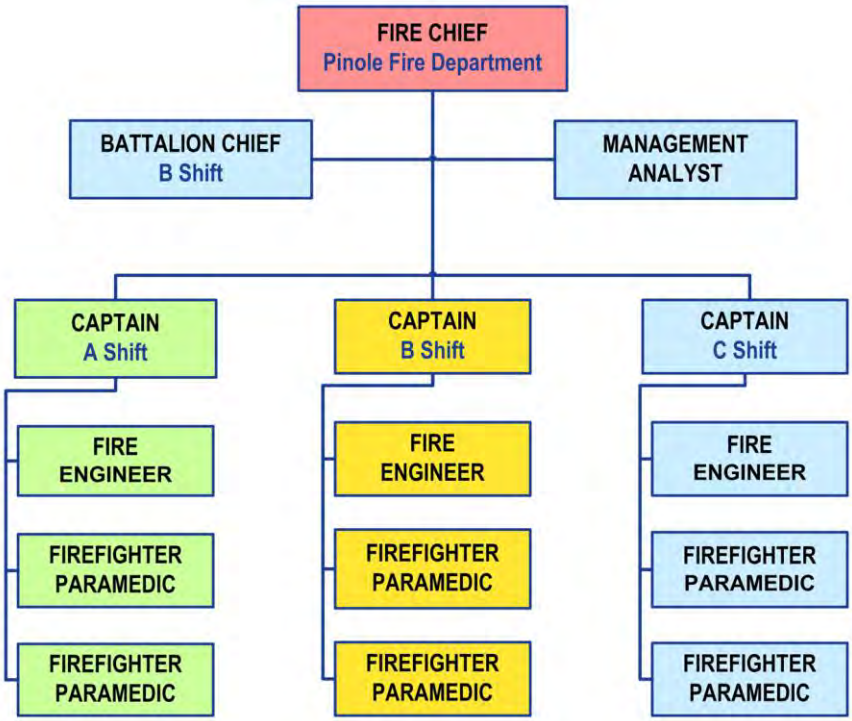
Figure 2: Pinole Fire Department Organizational Chart (2019)



Governance & Decision-Making

From a governance and decision-making standpoint, the organization appears to have a clear direction and ability to operate. Lines of authority and the ability to carry out decisions appear to flow appropriately. The administrative staff understands the process to accomplish its mission. The chain of command is identified and clear on responsibilities. The span of control is adequate related to operations; however, as noted later in this report, the organization is lacking key positions necessary for an all-risk fire department.

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Service Area & Infrastructure

The size and composition of a fire department's service area affect the type and number of personnel, fire stations, and vehicles that are needed to provide services efficiently. Sometimes complex decisions need to be made regarding deployment strategies to properly position resources based on land area, geography, risk, and similar factors. The following offers a summary of PFD's service area and service infrastructure resources:

Figure 3: Service Area & Apparatus Resources

Agency Description	PFD Observations
Agency type (district, municipality, etc.)	City
Land Area in square miles	5.2/2.4 contract areas[1]
Headquarters location (physical address)	880 Tennent Ave
Number of fire stations	2 (one currently closed)
Engine	1
Engine, reserve	1
Wildland Engine Type 3	1
Wildland Engine Type 6	1
Ladder truck	0
Ladder, reserve	0
Duty BC Command Response Vehicle	1

From 2005 to 2011, PFD was able to deploy personnel and apparatus from two strategically located facilities. During the economic downturn, the second PFD station (74) was browned out and eventually closed. This closure has resulted in an increase in response times to the area in the eastern portion of the City.

Decisions on deployment define the Department's response capability. These decisions need to weigh multiple considerations, including risk exposure, response times, access challenges, deployment, community expectations, personnel safety, and fire department capacity. Furthermore, these decisions not only need to balance the financial considerations but also need to be strategic and in the purview of the elected officials and City Manager, in consultation with the Fire Chief. Ultimately, these individuals are responsible to the public to provide the level of service that the citizens desire and for which they are willing to pay.

[1] The City of Pinole encompasses approximately 11.6 square miles. Of that, 5.2 square miles are land, with the remaining 6.4 sq. miles comprised of the bay.

Staffing Analysis

An organization's greatest asset lies in its people, yet its people also typically comprise its greatest financial cost. Thus, organizations must pay special attention to managing human resources in a way that achieves maximum productivity while ensuring a high level of employee job satisfaction. Consistent management practices combined with a safe working environment, equitable treatment, the opportunity for input, and awards and recognition all comprise key components impacting job satisfaction.

The size and structure of an organization's staffing remain dependent upon the organization's specific needs. These needs must directly correlate with the needs of the community and the available revenue stream. A structure that works for one entity may not necessarily work for another agency. This section provides an overview of the PFD's staffing configuration and management practices.

One can divide Department staffing into two distinctly different groups: the first is what the citizens typically recognize and is commonly known as the operations unit, generally classified as the emergency response personnel; the second group, commonly known as the administrative section, typically works behind the scenes to provide the support that the operation's personnel need to deliver effective emergency response.

In addition to providing fire suppression services, PFD is tasked with providing emergency medical response, fire investigation, fire prevention, life safety education, community risk reduction, disaster/emergency operations planning, and hazardous materials response.

Personnel Responsibilities & Activity Levels

The leadership of PFD has established work responsibilities beyond the emergency response requirements. For example, these additional duties include fleet management, respiratory protection compliance, and training. Due to the lack of sufficient management staff, the department struggles to maintain compliance with performance goals, industry standards, and workload.

Administrative & Support Staffing

One of the primary responsibilities of a response team's administration is to ensure that the operations segment of the organization has the ability and means to respond to and mitigate emergencies safely and efficiently. An effective administration and support services system proves critical to the success of a response agency.

Typical responsibilities of the administration and support staff include planning, organizing, directing, coordinating, and evaluating the various programs within the Department. This list of functions is not exhaustive, and other functions may be added. It is also important to understand that these functions do not occur linearly and can more often coincide. This requires the Fire Chief and the one shift Battalion Chief to focus on many different areas at the same time.

The following figure reviews the administration and the organizational support structure of PFD:

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Figure 4: PFD Administrative and Support Staffing

Position	Number
Fire Chief	1
Management Analyst	1
Battalion Chief (Shift)	1
TOTAL	**3**

Like any other part of a municipal fire department, administration and support need appropriate resources to function properly. By analyzing the administrative and support positions within an organization, we can create a common understanding of the relative resources committed to this function compared to industry best practices and similar organizations. The appropriate balance of administration and support compared to operational resources and service levels is a crucial factor in ensuring the department can accomplish its mission.

Administration

The positions of the Fire Chief, one shift Battalion Chief, and one Management Analyst currently establish the administrative function of the department. Some of the typical responsibilities of the Fire Chief include planning, organizing, directing, and budgeting for all aspects of the department's operations. The current number of positions assigned to this activity is insufficient to meet supervisory expectations; in addition, the daily operational needs can detract from the ability to focus on administrative requirements.

PFD currently operates with a limited number of administrative support staff. The position assigned to administration is one Management Analyst. This one Management Analyst provides critical support to all of the department's administrative functions. In addition, during extreme emergencies, administrative staff are typically called upon to staff numerous duties in support of operations and logistics. One cannot overstate the value of administrative support as these staff members free up fire management staff to concentrate on other areas of operation. The level of administrative support appears to be inadequate for PFD.

Emergency Management

The responsibility for the City's emergency management planning and preparedness is assigned to the Fire Chief and the Police Chief. This shared responsibility is expected to provide for overall management and delivery of emergency management activities for the City of Pinole. Given the current duties of the Fire Chief, there is little time available to devote to this responsibility.

Fire Prevention

Typical fire prevention functions include building plan reviews, building inspections, weed abatement, community outreach, and vegetation management. The department currently outsources some of these functions through contracts; additional staffing would be required to satisfactorily fulfill these functions internally. Currently, the Fire Inspector duties are carried out via a contracted position. This includes the review and approval of building plans and providing building and construction inspections.

Fire Prevention Programs

An aggressive risk management program, through proactive fire and life safety services, is a fire department's best opportunity to minimize the losses and human trauma associated with fires and other community risks.

The National Fire Protection Association recommends a multifaceted, coordinated risk reduction process at the community level to address local risks. This requires engaging all segments of the community, identifying the highest priority risks, and then developing and implementing strategies designed to mitigate the risks.[2]

A fire department needs to review and understand the importance of fire prevention and public education, appreciating its role in the planning process of a community with diversified zoning, including residential, commercial, and industrial properties. The fundamental components of an effective fire prevention program are listed in the following figure, accompanied by the elements needed to address each component.

Figure 5: Fire Prevention Program Components

Program Components	Elements Needed
Fire Code Enforcement	• Proposed construction and plans review • New construction inspections • Existing structure/occupancy inspections • Internal protection systems design review • Storage and handling of hazardous materials
Public Fire & Life Safety Education	• Public education • Specialized education • Juvenile fire setter intervention • Prevention information dissemination
Fire Cause Investigation	• Fire cause and origin determination • Fire death investigation • Arson investigation and prosecution

[2] NFPA Standard 1730: *Organizing and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Public Education Operations*, 2019 Edition.

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Fire & Life-Safety Code Enforcement

The most effective way to combat fires is to prevent them. A strong fire prevention program, based on locally identified risks and relevant codes and ordinances, reduces the loss of property, life, and the often-crippling impact on a community's economy. The following figure summarizes the new construction and fire protection system plan review programs, and ancillary programs typically found in fire prevention programs.

Figure 6: New Construction Inspections & Involvement

Program Elements	Pinole Fire Department
FD consulted on proposed new construction?	Yes, by utilizing contractors
FD consulted on proposed occupancy changes/tenant improvements?	Yes, via contractor
Perform fire & life-safety plan reviews?	Yes, by utilizing contractors
Charges for inspections or reviews?	Yes
Special risk inspections?	Yes, via contractor
Storage tank inspections?	No, this is a function of the Contra Costa CUPA
Key-box entry program in place?	Yes
Hydrant flow records maintained?	No[3]

The following sections provide detail on the qualifications and resources dedicated to fire and life safety code enforcement provided by the Pinole Fire Department.

Pinole Fire Prevention

The Fire Chief has the primary responsibility of ensuring fire prevention activities are conducted to state and local regulations. This is supported by one contract Inspector and the on-duty engine company personnel when they are available. Current services offered include:

- Inspect new or repaired fire protection systems requiring a fire construction permit;
- Inspect existing occupancies required to have an operational permit and those required by the California Health and Safety Code to be inspected on an annual basis;
- Respond to complaints regarding fire and life safety code violations; and
- Investigate major fires and work with law enforcement to make arrests of persons responsible for unlawful actions related to fire.

[3] The water and hydrant system are maintained by East Bay Municipal Utilities District (EBMUD). At the time of this report, the hydrant maintenance schedule and flow records could not be acquired from EBMUD.

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Community Risk Reduction Program

Lately, U.S. fire departments have begun to recognize the value of Community Risk Reduction (CRR) programs that go beyond traditional fire prevention activities. Some have gone so far as to re-name their "fire prevention" divisions to "Community Risk Reduction Divisions."

Regardless of the name, fire departments should be able to accurately identify the various potential community risks before developing prevention programs. This is not meant to imply diminishing the focus and importance of addressing the fire problem in a community, rather it affords an opportunity to identify and mitigate additional community risks through targeted prevention activities.

Figure 7: Six Steps of CRR Planning

The first step in developing an effective CRR plan is identifying risks unique to a specific community by conducting a community risk assessment. A key component of the assessment process is the collection and analysis of incident data. However, firefighters, officers, and inspectors can also provide substantial anecdotal information on the various risks found within their respective response-areas.

Fire & Life-Safety Public Education Program

Providing fire and life safety education to the public to minimize the number of emergencies while training the community to take appropriate actions when an emergency occurs is essential to a fire and life safety program. Life and fire safety education provides the best chance for minimizing the effects of fire, injury, and illness to the community.

Public education and outreach are conducted in various ways in each department. The following is a summary of the programs commonly offered by area fire departments.

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Figure 8: Life Safety & Public Education Services

Life Safety & Public Education	Description	Pinole Fire Department
PIO/Public Educator	This position often works with the community to identify and eliminate fire and life safety risks.	Not a filled position, delegated as needed if available.
911 Education Program	This program works to reduce the amount of unnecessary 911 calls and provide education to the public on available services.	Website
Exit Drills In The Home (EDITH)	This program is typically offered to elementary school-age children through annual school visits.	Engine company upon request
Smoke Alarm Installation	Often, residents are encouraged to notify their fire departments when they need assistance replacing alarm or alarm batteries.	Engine company upon request.
Carbon Monoxide Alarm Installation	Carbon monoxide alarm installation assistance.	Not available
Bike Helmet Program	Provides information on bicycle helmet use to school-aged children.	Not available
Elder Safety/Fall prevention	Provides information and inspections to seniors to reduce accidents and falls.	Not available
Home Safety Inspections	A home safety program that aims to reduce fire and safety hazards in the household.	Upon request; crews not formally trained.
CPR/First Aid Classes	Classes that offer training in CPR and first aid to citizen groups, city employees, and individuals.	Not available
BP Checks	Often offered at the fire station for any resident on a walk-in basis.	Not available
Car Seat Safety Inspections	Classes, inspection, or training to ensure citizens are properly installing car seats into vehicles.	Not available
Fire Extinguisher Classes	Hands-on training to business employees and citizens on the proper selection and use of fire extinguishers.	Not available
K, 12 Fire Prevention curriculum delivery in schools	Fire Prevention classes designed for school-aged children to reduce burns and fires in the home.	Not available; demos upon request.
Wildfire Defensible Space Education	Education offered to neighborhood associations or individuals on the proper wildfire mitigation efforts around residential and commercial structures.	Website
Water Safety Program	Pool safety, swimming classes, and information on how to safely rescue an individual in the water.	Not available
Safety Fairs	Fairs offered to large groups of individuals with the intention of offering numerous public safety classes at one location.	Not available

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Fire Prevention Discussion

In today's fire service, public fire and injury prevention education is much more important than in the past. This is likely the result of evolving community expectations, coupled with the realization by fire departments that community engagement and safety education outreach can build tremendous community support.

Consideration should be given to conducting a formal Community Risk Assessment. The U.S. Fire Administration identified a five-step assessment process for improving public safety education:[4]

1. Conduct a Community Analysis.
2. Develop Community Partnerships.
3. Create an Implementation Strategy.
4. Implement the Strategy.
5. Evaluate the Results.

Fire Cause & Origin Investigation

Accurately determining the cause of a fire is an essential element of a fire prevention program. When fires are intentionally set, identification and/or prosecution of the responsible offender is critical in preventing additional fires, injuries and fatalities, and catastrophic economic impact. Further, identifying the cause and potential trends enables the department to provide specific public information and fire prevention education to prevent reoccurrence.

Pinole receives fire investigation services through mutual aid from Contra Costa County Fire Protection District.

The results of professional and thorough fire investigations can be extremely powerful in:

- Prosecuting arsonists.
- Identifying product safety issues.
- Educating the public about the outcomes of unsafe behaviors and conditions.
- Assisting insurance companies and property owners with insurance claims.
- Providing solid evidence in criminal and civil court proceedings.
- Identifying necessary life safety code changes.

[4] https://www.usfa.fema.gov/downloads/pdf/publications/fa-219.pdf

Training

PFD does not have a designated individual committed to the training function for the department. The responsibility for conducting all needs assessments relative to training, as well as program design, coordination, and evaluation falls to the Fire Chief. The result of this arrangement is that the training of all personnel is delivered inconsistently due to the other duties assigned to the Fire Chief.

While the design and staffing of a fire department are dependent upon the specific needs of the community, the reality is that most of the needed training is common among California fire departments. In addition to maximizing resources through sharing training resources and opportunities, fire departments that train together tend to work better together during mutual aid incidents. This also lends itself to making the firefighters more well-rounded, as they are exposed to other lines of thinking. Finally, a coordinated regionalized, collaborative approach to training delivery, in addition to the benefits noted, can substantially reduce costs, and increase the efficiency of educational efforts. To capitalize on local and regional training opportunities, the department needs an individual whose primary duties include this important function.

Training officers are often assigned to act as the department Safety Officer, reviewing standard operating procedures, adherence to proper personal protective equipment, inspecting facilities for safety hazards, and examining work practices to ensure they meet OSHA and Cal OSHA requirements. Safety Officers review accidents and design training classes to reduce accidents in the workplace.

Training Overview

Providing safe and effective fire protection, EMS, and other emergency services requires a well-trained workforce. Initial, ongoing, and high-quality training and education are critical for fire department effectiveness and the safety of its personnel. A comprehensive training program is necessary to achieve this goal; this is true in all-career or combination fire departments that provide a broad range of services throughout the community. Pinole Fire Department allocated $25,000 in the fiscal year 2019/2020 budget to provide for this training.

To ensure maximum effectiveness and safety in complex environments, firefighters and officers must acquire and maintain initial training, ongoing training, and EMS Continuing Education (CE). Failure to provide necessary training endangers firefighters and citizens and exposes fire departments to liability. In addition, a well-trained workforce substantially contributes to better emergency incident outcomes and community services.

Newly hired firefighters must participate in a structured recruit training and testing process. The *California State Fire Training* utilizes NFPA 1001: *Standard for Fire Fighter Professional Qualifications* (2013), NFPA 1051: *Standard for Wildland Fire Fighter Professional Qualifications* (2016), and NFPA 472: *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents* to provide the qualifications for State Fire Training's Fire Fighter I certification. These standards identify the minimum training requirements that serve as the basis for entry-level firefighters. The NFPA recommends other standards that address initial and ongoing training for firefighters and officers in a variety of specific topics. In addition, new recruits must complete or have previously completed basic emergency medical training.

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Following initial training, firefighters (i.e., all emergency services personnel) must actively participate in ongoing training that includes testing as well as ensuring practical skills and knowledge are maintained. In its *Fire & Emergency Service Self-Assessment Manual (9th edition)*, the Commission on Fire Accreditation International (CFAI) addresses "Training and Competency," and lists numerous performance indicators under the headings of training and education program requirements, performance, and resources.

To accomplish this, fire departments must have access to qualified instructors and training resources—either within the organization, externally with regional partners, or both.

Training programs must go beyond simply fulfilling mandatory hours. Emergency services training administrators and instructors must ensure that firefighters, EMS personnel, and officers are not only competent but also self-confident in the variety of skills necessary to perform effectively in high-stress situations. Industry standards outline specific areas that are considered integral to effective training programs. The program should include the following:

- Training administration
- Recordkeeping (records management systems)
- Training facilities and resources
- General training competencies
- Training methodologies

Training Administration

Typically, even smaller fire departments have a dedicated individual assigned to the training division who oversees the training program, sets program goals and objectives, develops training manuals, produces annual reports, and ensures state and local mandatory training is completed. Pinole Fire does not have a dedicated Training Officer.

Contra Costa County Training Officers Association

Under the auspices of the *Contra Costa Fire Chiefs Association*, training officers from the fire departments meet regularly to develop and share resources, as well as promote fire training locally. Pinole participates regularly in the Training Officers' Association.

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Training Facilities & Resources

Pinole does not possess a fire training facility and has limited access to shared resources due to daily staffing arrangements and the need to be available to respond to incidents. The following figure contains common considerations for fire service training and indicates if these training services are available within the PFD service area.

Figure 9: Training Facilities & Resources Findings

Description	Pinole Fire Department
Adequate training ground space/equipment	No
Live fire props	No
Fire & driving grounds	No
Training facility maintenance adequate	Not applicable
Classroom facilities adequate	Shared classroom facilities are available
Video & computer simulations available	No
Instructional materials available	Yes

Training Facilities in Contra Costa County

The Rodeo Hercules Fire Protection District training center is equipped with a wide variety of equipment, props, and other facilities. This facility is available for use by PFD; however, utilizing it requires moving the on-duty fire crew out of the City of Pinole and placing them out-of-service or causing a delay in response.

General Training Records

Fire departments must maintain records to demonstrate competencies and completion of annual mandated (local, state, and federal) training. These records are important to internal processes such as promotions and qualifications for special operations. Externally, training records are often used in defense of litigation, for investigations, and to prove competencies in the Master Mutual Aid System.

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Figure 10: Training Records Maintenance

Description	Pinole Fire Department
Individual training files maintained	No[5]
Records & files computerized	Limited
Daily training records kept	Yes, via hard copy journal
Annual training hours tracked	No
Company training records kept	No
Responsibility for records	Fire Chief
Training equipment inventoried	Props are limited & in need of refurbishment[6]

General Training Competencies

For training to be fully effective, it should be based on established standards. The next figure lists the general training competencies regularly delivered to the members of the Pinole Fire Department.

Figure 11: General Training Competencies

Description	Pinole Fire Department
Incident command system	No, "Blue Card" is being implemented.
Accountability procedures in place	No, Lexipol policy & procedure system has been purchased and will soon be implemented.
Policy & procedures for training	No, Lexipol policy & procedures purchased and soon to be implemented.
Safety procedures in place	No, Lexipol policy & procedures purchased and soon to be implemented.
Recruit academy	Two recruits will start at the Berkeley Fire Dept Academy in October 2019. Two went through in October 2017.
Special rescue	No
Hazmat certification	No
Wildland firefighter	Yes
Vehicle extrication	Yes
Defensive driving	Yes
Use, safety, & care of small tools	Yes
Use & care of power equipment	Yes
Radio communications & dispatch	Yes
EMS skills & protocols	Yes

[5] PFD is in the process of configuring Target Solutions to maintain training records and reports.

[6] In fiscal year 2019/2020, $2,500 has been allocated for this purpose. This amount is generally enough to maintain one training prop, but as PFD expands its training capabilities, additional funding should be added to the budget for prop maintenance.

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EMS Training & Continuing Medical Education

Pinole Fire Department relies on in-house (PFD developed) and other regional sources for training for basic and advanced life support continuing medical education. Pinole personnel are preparing to use Target Solutions to deliver ongoing continuing education for paramedics and emergency medical technicians at a fixed annual cost. The use of online training reduces the need to hire instructors and pay employees overtime as they attend mandated training as well as ensuring annual training mandate records are well kept.

Training Methodologies

Certain resources are necessary to arm the instructor with the tools necessary to deliver adequate educational content to provide effective training to fire and EMS personnel. In addition to such tools, effective methodologies must be employed if training delivery is to be enough to meet the needs.

The following figure lists the various training methodologies and training operations utilized by PFD.

Figure 12: Training Methodologies & Operations

Description	Pinole Fire Department
Manipulative skills	Manipulative training drills for individual and company are conducted weekly.
Task performances/frequency	Manipulative training drills for individual and company are conducted weekly.
Annual training hour requirements	24 hours of EMS "Continuous Education" is accomplished annually.
Use of lesson plans	Each firefighter employee has a task book containing lesson plans. Fire Engineer and Captain task books are being developed.
Produced in-house or commercially	Training plans are produced by PFD members.
Night drills	Annual structure fire drills are held at night.
Multi-agency drills	Annual multi-agency structure fire, wildland, & EMS are held.
Disaster drills conducted	No
Pre-fire planning included in training	Yes
Safety incorporated in training	On large drills, a safety plan is developed as part of a training Incident Action Plan.
Post-incident analysis conducted	On large drills and incidents, an incident or training analysis is completed.

Training Discussion

Ongoing training reduces injuries and other risks associated with firefighting. Mandatory training is required by OSHA, Cal OSHA, and the State of California that must be undertaken and completed on an annual basis by firefighters. In addition, the Insurance Services Office (ISO) reviews training hours to ensure the adequate training of fire service responders.

Emergency Response Staffing

It takes an adequate and properly trained staff of emergency responders to put the appropriate emergency apparatus and equipment to its best use in mitigating incidents. Insufficient staffing at an operational scene decreases the effectiveness of the response and increases the risk of injury to all individuals involved.

One can break down critical tasks performed at a fire into two key components—life safety and fire flow. Life safety tasks are based on the number of building occupants and their location, status, and ability to take self-preservation action. Life safety-related tasks involve search, rescue, and evacuation of victims. The fire-flow component involves delivering enough water to extinguish the fire and to create an environment within the building that allows firefighters' entry.

The number and types of tasks needing simultaneous action will dictate the minimum number of firefighters required to combat different types of fires. In the absence of adequate personnel to perform concurrent action, the Command Officer must prioritize the tasks and complete some in chronological order, rather than concurrently. These tasks include:

- Command
- Scene safety
- Search and rescue
- Fire attack
- Water supply
- Pump operation
- Ventilation
- Back-up/rapid intervention

The first 10 minutes are the most crucial period in the suppression of a fire. The timing of these 10 minutes does not start when the firefighters arrive at the scene but begin when the fire initially starts. How effectively and efficiently firefighters perform during this period has a significant impact on the overall outcome of the event. This general concept is applicable to fire, rescue, and medical situations. Critical tasks must be conducted promptly to control a fire or to treat a patient. PFD is responsible for ensuring those responding companies can perform all the described tasks in a prompt, efficient, and safe manner.

Setting the staffing levels is a determination made at the community level based on risk, capability, and citizen expectations and is guided by national recommendations such as those found in the National Fire Protection Association Standard 1710.

When a fire escalates beyond what the initial assignment can handle, or if the fire has unusual characteristics such as a wind-driven fire or has been accelerated with a highly flammable compound, additional personnel are needed. Other types of scenarios may not include fires but rather mass casualty incidents, explosions, etc., that may need additional staffing. It proves difficult or impossible to staff for these worst-case incidents; they require a robust mutual aid or automatic aid plan for assistance.

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The staffing level that PFD is expected to provide is a decision based on a risk assessment and community expectations. A funding level must be established that matches the fire department's deployment capability to mitigate the risk to a level that meets the community's expectations. This funding level is developed through the political process of citizens meeting with local legislators and expressing approval of the level of service being received or indicating improvements that need to be made and the level of additional financial support they are willing to bear to obtain satisfaction with the services. This additional financial support is usually in the form of assessing property or other taxes to generate the necessary revenue. No mandated requirement fits all possible situations, although NFPA 1710 guides the number of personnel and apparatus required for typical scenarios. Incidents may escalate beyond the capability of the initial assignment of units and staff, resulting in additional apparatus and personnel required. It may prove difficult or financially impossible to staff for those worst-case incidents. In those instances, a robust mutual or automatic aid system is required.

On a typical day in Pinole, as in most jurisdictions, the full staffing required by response needs are not available due to budget constraints.[7] Currently, Pinole has determined that the minimum acceptable department staffing is three operations personnel and a shared Battalion Chief on each shift. This staffing level is generally only adequate for basic calls for service such as low acuity medical aids, small incipient fires, or motor-vehicle accidents with minor injuries. This staffing arrangement results in reliance on other jurisdictions assistance through automatic and mutual aid agreements for calls requiring two or more units, as identified in critical tasking Figure 32.

Battalion 7 designates the geographical area in western Contra Costa County comprised of the Contra Costa County Fire Protection District (CCFPD), City of Pinole Fire Department (PFD), and the Rodeo-Hercules Fire Protection District (RHFPD). Per an agreement with CCFPD, RHFPD, and PFD, each agency provides and shares shift Battalion Chiefs. These chief officers are assigned to Duty Chief coverage for each shift for the area described as "Battalion 7."

While this agreement provides for operational duties at the shift Battalion Chief level, it does not enhance critical administrative support needs for PFD.

The following figure depicts PFD's emergency staffing—with all authorized positions filled for the combined three shifts that PFD employs.

[7] As an example, a residential structure fire generally requires multiple fire engine crews to accomplish the tasks required to extinguish the fire, located victims, and provide any necessary medical interventions. Another example occurs when two or more calls for service occur within a short time frame. In Pinole, only one fire engine is staffed per day. The capability to respond to complex calls requiring additional personnel or to respond to multiple incidents occurring simultaneously is fully dependent on automatic and mutual aid. See Figure 32 for additional details.

Figure 13: PFD Emergency Response Staffing

Position	Total Authorized Positions	Daily Staffing
Battalion Chief (shared)	1	0 to 1[8]
Fire Captain	3	1
Engineer	3	1
Firefighter	6	1
Totals:	**13**	**3 or 4**

PFD is authorized at 14 emergency response personnel for EMS, rescue, and fire suppression activities, including the Battalion Chief and Fire Chief. At the end of FY 2018, three of the authorized 12 firefighters in the Fire Operations Division were vacant. This means 25 percent of the response force positions, primarily in the firefighter rank, are vacant.

The resident population of the PFD service area inclusive of contact areas is estimated to be approximately 24,624 (this includes the City of Pinole population of 19,498 and two nearby unincorporated areas located within the service area). PFD provides its community with .69 career firefighters per 1,000 population. This compares to a national average of .99 firefighters per 1,000 population for cities of comparable size in Western states or almost a third less than the average.[9]

The suppression personnel are assigned to one of three shifts, each working 48-hours on/96-hours off and working a total of 2,912 hours each year.

PFD operates from one station, staffed with full-time personnel. The following figure shows the staffing configuration at full utilization of authorized personnel. ESCI notes that the minimum staffing level for PFD absent automatic aid does provide for the two-in/two-out structure firefighting per OSHA mandates.[10]

Figure 14: Station Units & Staffing Levels

Station	Apparatus	Minimum On-Duty Staffing
Station 73	Engine 73	3
	Reserve Engine 73A	0
	Type III Engine E273	Cross Staffed
	Wildland Type VI E473	Cross Staffed
	Utility Vehicle U73	As needed
Station 74	Battalion Chief (B shift)	1
Totals:		**4**

[8] Chief Officer coverage is not provided for all three shifts by PFD.

[9] NFPA Research—Career Firefighters per 1,000 population for All Career Fire Departments, 2013–2015. Retrieved from: https://www.nfpa.org/-/media/Files/News-and-Research/Fire-statistics-and-reports/Emergency-responders/osCareerFF1000Population.ashx?la=en

[10] Two-in/two-out refers to section (g)(4) of OSHA's Respiratory Protection Standard, 29 CFR 1910.134.

CURRENT FINANCIAL ANALYSIS

Economic Conditions

The state and local economies have followed the trend of modest growth that the national economy has experienced since the economic downturn of 2008/2009. Though current national and international policies have created concerns that have harmed certain sections of the stock market and the economy, the consensus is that the current growth trends are expected to continue at least through the end of 2019.

California's economy has outpaced that of the United States since the third quarter of 2012. Retail sales in the state have increased by 20 percent between 2013 and 2017. While the California unemployment rate continues to be higher than that of the U.S. in general, the gap has been reduced to .4 percent.

California's personal income grew 4.7 percent in 2018 versus a 4.5 percent U.S. personal income growth for the same period. A similar gap was experienced in 2017 with personal income growth at 4.6 percent and 4.4 percent for California and the U.S., respectively.

Contra Costa County is one of the original 27 counties established in California in 1850 and is home to more than a million residents. The county is located in the northern portion of the East Bay region of the San Francisco Bay Area. The county is included in the San Francisco-Oakland-Hayward Metropolitan Statistical Area. The county has a total area of 804 square miles with 716 square miles of land and 88 square miles of water area. There are 19 cities, including Pinole, and numerous established communities in the county.

Due to Contra Costa County's extensive waterfront along the bays in the San Francisco area, significant heavy industry development has occurred, including oil refineries and chemical plants. Agriculture contributes to employment opportunities in the county.

Information from the 2018 Census Bureau indicates that Pinole boasts the second-highest median earnings per worker of $57,784 of all places in the area. The "area" against which the comparisons were made includes the communities of Montalvin Manor, Bayview-Contra Costa County, West Contra Costa, El Sobrante-Contra Costa County, Tara Hills, San Jose-San Francisco-Oakland, and Hercules.[11] This compares with the median earnings of $46,022 throughout the U.S. Household median income of $84,255, also places it as the second-highest in the area, and compares favorably against the U.S median household income of $57,652. Pinole's unemployment rate was 3.7 percent. A significant number of Pinole's residents work outside the city, elsewhere in the Bay Area. This would indicate Pinole serves more like a "bedroom community" than a commerce center.

The area continues to grow but at a very modest rate, gaining 40 new residents in 2018. Significant growth is not expected as Pinole is primarily built-out and bordered by other municipalities, creating little to no opportunity for expansion.

[11] TownCharts, http://www.townchardts.com/California/Economy/Pinole-city-CA-Economy Data.

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Historical Revenue & Expense

The City of Pinole is primarily a residential community located in West Contra Costa County, approximately 30 miles northeast of San Francisco and 20 miles north of Oakland. The city covers a land area of roughly five square miles and is home to approximately 19,200 residents.

The City operates under a Council/Manager form of government. The Council is comprised of a Mayor and four Council members serving four-year terms. The Council is elected in staggered two-year periods with three members standing for election in one cycle and the remaining two positions following in the next cycle two years subsequent. The Mayor is selected by the Council on a rotating annual basis. The Council appoints the City Manager, City Attorney, and City Clerk. As is the case with most municipal governments, the Council is responsible for policymaking decisions and legislative responsibilities, which include, among other items, adopting ordinances, appointing committees, and adopting the budget. The City Manager is responsible for implementing the policies, overseeing the day-to-day operations of the City, and appointing department directors.

Pinole provides all public services including fire, police, road and street maintenance, community development, recreation programs, parks, wastewater, and fiscal services through a staff of 100 full-time and 39 part-time positions.

The local economy has continued to improve following the economic downturn. Sales tax revenues continue to increase, property values have improved, and the local unemployment rate decreased from 4.9 percent in 2017 to 3.1 percent in 2018. A new shopping center has been developed with a portion opening in 2018 and the balance to open in the second half of 2019. Three significant retailers closed their doors during FY 2018. A 15,000 square foot CVS Pharmacy was completed in early 2019.

The City of Pinole employs an accounting and budgeting system that is like most municipal forms of government. This system utilizes multiple "funds," more easily described as separate operating companies, to track expenditures made by and revenues attributable to the operation of each fund. The General Fund typically reflects the operations of the performance of the core services provided by the City, such as law enforcement, fire protection, human resources, legal, debt service, finance, and the administrative side of the City's operations. Within the General Fund, separate budgets for each of the departments are prepared. The City operates on a fiscal year beginning July 1 and ending on June 30.

Additional funds may be created to manage specific projects, programs, special or specific income streams, or to account for allocation of revenue from an assessment of taxes. Pinole employs the use of multiple funds to manage specialized activities such as Housing Programs, Community Development, Wastewater, road maintenance, debt service, and capital projects. Additional funds track police and fire department pension activities. These multiple funds require a detailed review to determine the total activity of any department that has activity in more than one fund to gain a complete picture of the revenues and costs pertaining to the department.

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A significant amount of financial information and supporting data was provided to ESCI by the staff of the City of Pinole. ESCI has analyzed the historical actual revenues and expenses from FY 13/14 through FY 17/18 for the City to develop relevant financial trends, strengths, and weaknesses which, in conjunction with the annual budget information for FY 18/19, will assist in the completion of the financial forecasts presented later in this report.

Revenue

A critical component of the success and operation of any business, private or public, is a consistent and reliable funding stream. In the instance of public agencies, this funding is usually provided by the assessment and collection of various forms of taxation such as ad valorem (real estate) taxes, sales taxes, special assessments, and fees for services. Recognizing the limits of public funding, public safety agencies are limited in the level of service they may provide to their communities by the types and levels of revenues that the authority having jurisdiction is willing, or limited by the legislative process, to assess. California's legislative process created Proposition 13 in 1978, restricting the growth of tax revenues to municipal and other government agencies. Public agencies also may charge fees for services under contractual arrangements or interagency agreements to other agencies or areas outside of their political boundaries.

General Fund revenues are classified as recurring or non-recurring. Recurring revenues are those expected to continue annually, such as property taxes, sales taxes, and contracts for service. Non-recurring revenues are those sources that are expected to not continue, such as sales of assets, grant revenues, loan proceeds, and insurance proceeds. Loan proceeds may be received in one fiscal year but not be utilized until a future fiscal year, which may significantly distort the cash flows in both years. The City has sold surplus properties during four of the past five years, supplementing its cash flow for those years, but this source should not be expected on an annual basis.

The City of Pinole is allowed by statute to assess and collect a variety of taxes. The City assesses a property tax as well as a general sales tax. Revenues included in the General Fund to provide for various operations, including fire and police activities, are provided through two Measure "S" sales tax initiatives. The 2006 Measure created a 0.5 percent sales tax, which has been allocated by budget appropriations to fund fire and police department operations. The Measure S 2014 added a .5 percent sales tax to fund City operations, a portion of which has also been allocated to public safety activities. Neither of the Measure S initiatives has an expiration date.

Additionally, a utility use tax (UUT) initiative was originally enacted in 1998 and went into effect on December 1 of that year. The UUT assesses an 8 percent tax on telephone, electric, and gas services. Voters in Pinole have approved extensions of the UUT in 2004 and 2012. In 2018, the tax was extended without a sunset date, so it will now remain in effect until repealed by voters. The tax presently raises approximately $2,000,000 for the General Fund, equivalent to approximately 14 percent of the General Fund Budget.

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Recurring Revenues

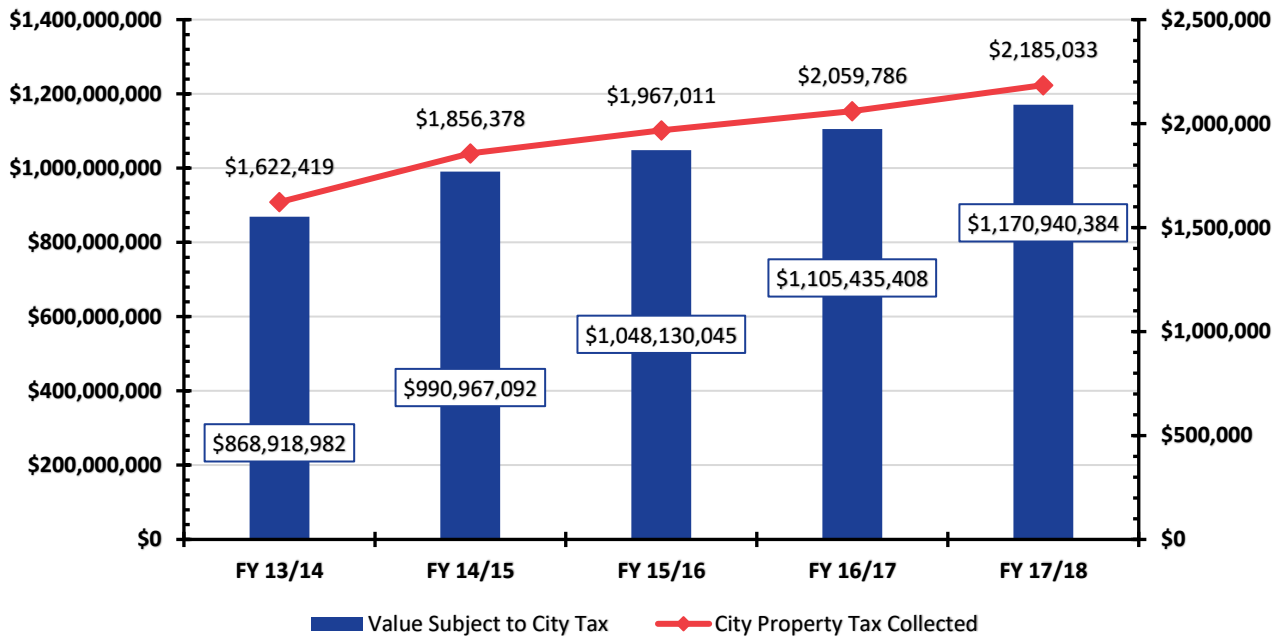
Property tax revenue is based on the assessed value of the property within the boundaries of the jurisdiction applied against the tax rate. The following figure shows the growth of the property valuation and the related property tax revenue.

Figure 15: Property Tax Value & Property Tax Revenues for City of Pinole (FY 13/14–FY 17/18 Actual)

Description	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Value Subject To City Tax	868,918,982	990,967,092	1,048,130,045	1,105,435,408	1,170,940,384
Effective Tax Rate	0.19%	0.19%	0.19%	0.19%	0.19%
City Property Tax Collected	**1,622,419**	**1,856,378**	**1,967,011**	**2,059,786**	**2,185,033**

The following figure provides a graphical presentation of the relationship between the property valuations and the tax assessed against those values.

Figure 16: Taxable Value & Property Tax Revenue (FY 13/14–FY 17/18)



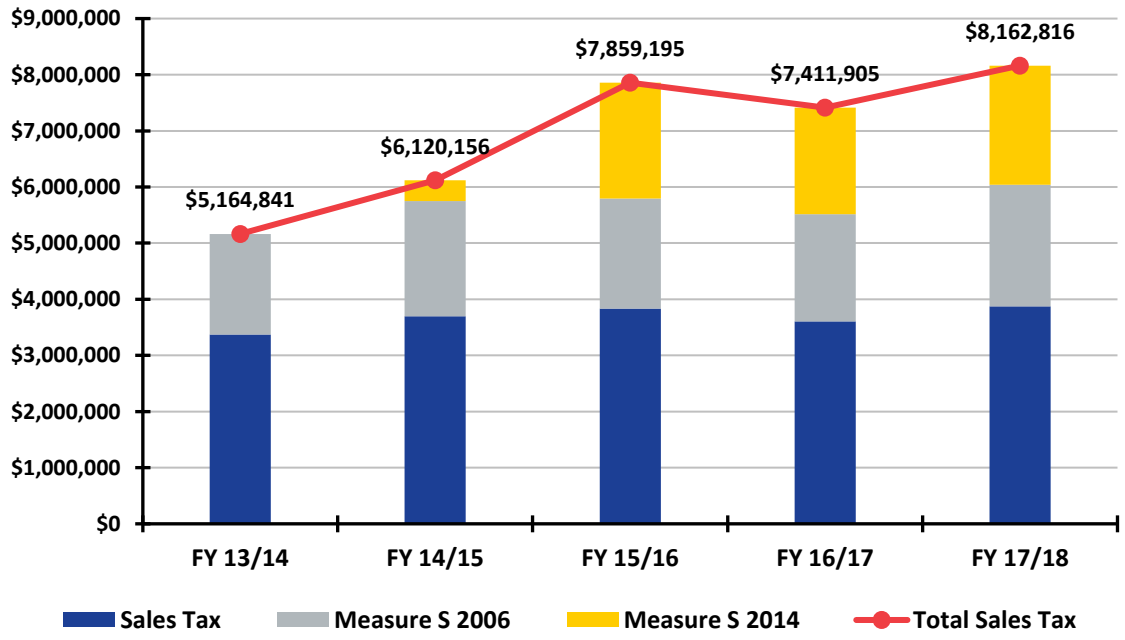
The City of Pinole serves as the Successor Agency to the Pinole Redevelopment Agency. This agency was dissolved on February 1, 2012, pursuant to State Law ABx1-26. Under the State Law, the City receives Redevelopment Property Tax Trust Fund payments equal to a 19 percent share of the 1 percent property tax from the sale of properties formerly owned by the Redevelopment Agency. Large spikes in these collections result from sales of properties with higher values. The following figure provides a historical perspective of taxes collected on redevelopment property sales. The property tax collections related to the Redevelopment Properties are not included in the previous graphical presentation of City property taxes assessed.

Figure 17: Pinole Historical Collections of Property Taxes Related to Redevelopment Properties (FY 13/14–FY 17/18 Actual)

Description	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Tax collected on redevelopment	105,121	105,121	105,121	104,251	104,295
Redevelopment property sales	973,697	3,138,877	1,309,520	1,289,035	2,325,870
Total Redevelopment Properties:	**$1,078,818**	**$3,243,998**	**$1,414,641**	**$1,393,286**	**$2,430,165**

Sales tax revenue is the most significant source of tax revenue for the City of Pinole. This amount has steadily increased except for an anomaly in FY 16/17. Sales tax has risen an average of 14.5 percent annually from FY 13/14 to FY 17/18. Franchise tax, typically assessments collected for the use of a city's right-of-way, has experienced annual growth of 3 percent over the five-year history period. Utility and occupancy taxes have increased as real estate development activities have increased. Intergovernmental receipts grew between FY 13/14 and FY 15/16 before most of those revenues were classified as charges for services in FY 16/17 and FY 17/18.

Figure 18: Sales Tax Collections Including Measure S (2006 & 2014 Initiatives) FY 13/14–FY 17/18



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Non-Recurring Revenues

Non-recurring revenues consist of proceeds from a capital lease and the sale of surplus properties. Additionally, Net Transfers In (Out) are included in non-recurring revenues.

The following figure shows the recurring and non-recurring revenues for the City of Pinole from FY 13/14 through FY 17/18.

Figure 19: Recurring & Non-Recurring Revenues for Pinole (FY 13/14–FY 17/18 Actual)

Revenue	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Property Taxes	$1,622,419	$1,856,378	$1,967,011	$2,059,786	$2,185,033
Redevelopment PTTF	**105,121**	**105,121**	**105,121**	**104,251**	**104,295**
Sales Tax	5,164,841	6,120,156	7,859,195	7,411,905	8,162,816
Franchise Tax	667,030	656,564	687,737	717,013	747,625
Utility Tax	1,880,224	1,843,618	1,876,318	2,066,623	1,926,796
Other Tax Receipts	574,582	708,456	763,252	812,417	880,271
Intergovernmental	1,462,286	1,799,252	1,925,491	1,647,297	1,732,370
Investment Earnings	811	773	8,251	3,568	62,567
Charges For Service	407,651	373,161	395,363	84,107	1,085,883
Permits	36,572	47,115	94,698	61,096	98,312
Grants	—	—	—	83,902	79,426
Rents & Ground Leases	91,228	93,550	159,275	81,510	97,027
Reimbursements	—	510	—	4,171	113,071
Abatement Fees	—	—	—	4,242	720
Fines, Forfeitures, Penalties	54,273	55,734	38,161	38,876	41,279
Recurring Revenues:	**$12,067,038**	**$13,660,388**	**$15,879,873**	**$15,180,764**	**$17,317,491**
Capital Lease	458,000	—	—	—	—
Other Receipts	33,184	75,836	165,694	17,355	148,062
Redevelopment Property sale	**973,697**	**3,138,877**	**1,309,520**	**1,289,035**	**2,325,870**
Sale of Property	—	—	—	16,099	10,017,210
Net Transfers In (Out)	116,757	235,698	(396,602)	(30,000)	(34,095)
Non-Recurring:	**$1,581,638**	**$3,450,411**	**$1,078,612**	**$1,292,489**	**$12,457,047**
Total Revenues:	**$13,648,676**	**$17,110,799**	**$16,958,485**	**$16,473,253**	**$29,774,538**

General Fund expenditures are classified as recurring and non-recurring with similar definitions to those of revenues. The General Fund includes funds for public safety, general administration, public services, recreation, and community development. In most instances, debt service is classified with non-recurring expenditures; however, the City of Pinole has long-term liabilities that extend for several years and will be included with the recurring expenditures.

Included in the General Fund debt service amounts is the annual payment necessary for the retirement of the $6,214,630 of bonds that were issued in 2006 to finance the City's unfunded accrued actuarial liability with CalPERS. These bonds require an annual payment plus interest for thirty years until the debt is extinguished in 2036.

Public Safety expenditures comprise between 65 percent and 70 percent of recurring expenditures and have grown annually. The significant portion of this growth is a result of increased costs associated with the Public Employees Retirement System (CalPERS). Due primarily to a change in the expected investment returns by the plan, the City has incurred additional unfunded accrued actuarial liability with CalPERS that require amortization. These amounts are expected to increase over the next several years before the annual payment amounts decrease. This issue will be discussed further in the projections section of this report.

Capital expenditures paid from the Measure S (2014) are intermingled within the individual department expenditures.

Figure 20: Pinole Actual General Fund & Measure S Recurring & Non-Recurring Expenditures (FY 13/14–FY 17/18)

Expenditures	Actual June 30,				
	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
General Administration	2,218,379	2,179,503	2,764,265	3,452,526	3,708,784
Public Safety	8,899,703	8,515,958	8,896,628	9,718,068	10,300,507
Public Services	609,150	677,310	1,274,402	789,966	947,950
Recreation	47	—	2,964	12,783	8,458
Community Development	(2,964)	—	4,785	7,959	8,206
Cable Access TV	—	—	30,616	—	—
Debt Service	590,884	543,605	554,467	581,443	572,923
Recurring Expenditures	**$12,315,199**	**$11,916,376**	**$13,528,127**	**$14,562,745**	**$15,546,828**
Capital Outlay	—	—	—	—	—
Non-Recurring Expenditures	**—**	**—**	**—**	**—**	**—**
Total Expenditures:	**$12,315,199**	**$11,916,376**	**$13,528,127**	**$14,562,745**	**$15,546,828**

The City established a General Fund reserve in FY 14/15 with a beginning balance of $3 million. The Council's goal is to provide a reserve balance equal to six months of General Fund operating expenses or approximately $5.5 million.

The fund balance of the General Fund has improved significantly over the past five years, and the City has achieved its target reserve balance.

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Figure 21: Analysis of Fund Balance of the General Fund (FY 13/14–FY 17/18)

Description	Actual June 30,				
	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Total Revenues	13,648,676	17,110,799	16,958,485	16,473,253	29,774,538
Total Expenditures	12,315,199	11,916,376	13,528,127	14,562,745	15,546,828
Increase (Decrease) in Fund Balance	**1,333,477**	**5,194,423**	**3,430,358**	**1,910,508**	**14,227,710**
Beginning Fund Balance	(1,358,853)	(25,376)	5,169,047	8,599,405	11,135,715
Prior Year Adjustment	—	—	—	625,802	—
Ending Fund Balance:	**$(25,376)**	**$5,169,047**	**$8,599,405**	**$11,135,715**	**$25,363,425**

The large increase in the Fund Balance in FY 17/18 results from the repayment of a loan due to the City in an amount slightly greater than $10 million. All of these funds were transferred from the General Fund to an IRS Section 115 Pension Trust in FY 18/19. An adjustment has been made to the prior year Fund Balance in FY 16/17 to compensate for differences in balances between the annual reports.

City of Pinole Fire Department

The department is presently staffed by 14 career employees and a Management Analyst. PFD serves a community approximately 12 square miles in area with a population within the city limits of approximately 19,364 residents. Services, including fire protection, emergency medical services, fire investigation, fire prevention, life safety education, community risk reduction, disaster/emergency operations planning, and hazardous materials response are presently provided from a single fire station utilizing a single engine staffed with a minimum of three personnel. A Battalion Chief responds on incidents requiring a senior level command presence.

The PFD is a department of the City of Pinole and has no funding source other than that supplied by the City through the revenues generated by its General Fund and other measures enacted to generate revenue at the City level. Two general sales tax measures have been enacted since 2006, which have been allocated by budget appropriation, in whole or in part, to the Public Safety departments of the City.

The Pinole Fire Department participates in an Automatic Aid Agreement with the Contra Costa County Fire Protection District and the Rodeo-Hercules Fire Protection District. This agreement provides the framework under which the three agencies will jointly provide fire and emergency medical services through the integration of operations.

In some of the years prior to those evaluated for this project, the PFD operated from two stations. The economic downturn in 2008/2009 reduced the City's revenue to the level that the second station (Station 74) was initially closed during certain operational periods through a brownout program, but as finances continued to worsen, it was ultimately closed. This closure has resulted in an increase in response times to a portion of the City.

The budget and accounting practices employed by the City of Pinole do not allocate General Fund overhead expenses to the various departments. This makes comparisons with other agencies, such as fire districts difficult. While it may be possible to estimate the executive management costs of the City that would be attributable to the fire department, a portion of those costs may not be applicable to a fire district.

The budget of the Pinole Fire Department has expanded and contracted during the previous five years. However, the overall budget has remained within $250,000 between FY 13/14 and FY 17/18 except for an anomaly in Services in FY 16/17 for an allocation of administrative costs.

Figure 22: PFD Recurring & Non-Recurring Expenditures (FY 13/14–FY 17/18)

Description	Actuals for the Year Ending June 30,				
	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Salaries (includes overtime)	$1,650,376	$1,645,448	$1,686,694	$1,575,190	$1,832,417
Benefits	605,918	660,257	817,636	597,058	604,578
Total Salaries and Benefits	**2,256,294**	**2,305,705**	**2,504,330**	**2,172,248**	**2,436,995**
Services	541,751	517,087	451,514	1,531,829	681,611
Supplies	142,128	144,244	138,641	152,413	153,338
Total Recurring Costs	**2,940,173**	**2,967,036**	**3,094,485**	**3,856,490**	**3,271,944**
Debt Service	70,433	70,433	70,497	70,433	70,433
Capital Acquisitions	465,919	51,514	9,208	7,197	—
Total Non-Recurring Expenditures	**536,352**	**121,947**	**79,705**	**77,630**	**70,433**
Total Expenditures:	**$3,476,525**	**$3,088,983**	**$3,174,190**	**$3,934,120**	**$3,342,377**

Of these total expenditures, a portion has been funded through the Measure S (2006) and the Measure S (2014) initiatives.

Figure 23: Other Sources of Funding for the Pinole Fire Department (FY 13/14–FY 17/18)

Source	Actuals for the Year Ending June 30,				
	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Total Expenditures	$3,476,525	$3,088,983	$3,174,190	$3,934,120	$3,342,377
Measure S (2006)	1,150,524	777,004	555,295	655,666	714,030
Measure S (2014)	—	—	18,683	11,589	199,863
Total Other Sources	**1,150,524**	**777,004**	**573,978**	**667,255**	**913,893**
Balance to fund from General Fund	**$2,326,001**	**$2,311,979**	**$2,600,212**	**$3,266,865**	**$2,428,484**

Financial Projections

The Amended City of Pinole General Fund Budget for FY 18/19 projects a negative cash flow of approximately $950,000 before considering Transfers In and Transfers Out activity. This is due to a $1 million allocation from the General Fund balance for the purchase of a new fire engine. Approximately $16,000,000 of the amounts included in the Transfer Out category was utilized to create an Irrevocable Pension Trust to assist the City with funding the CalPERS future retirement expenses of the City's employees. Property tax revenues in FY 18/19 are projected to be approximately $825,000 less than the amounts received in FY 17/18, decreasing from $4,615,000 to $3,787,000.[12] Sales tax revenues from the General Fund, Measure S (2006), and Measure S (2014) are also projected to be approximately $12,000 less than the previous year. Charges for services are projected to be approximately $153,000 more in FY 18/19 than the amounts received in FY 17/18.

Revenues are identified as recurring or non-recurring with recurring revenues consisting of those receipts that can be expected to continue annually and that have a reasonably expected amount. Non-recurring receipts are items that may occur sporadically or are difficult to project an amount.

The following figure uses the projected FY 19/20 as a base year on which to create the five-year projections. Property values, as well as property and sales tax revenues, are projected to increase at a 2 percent annual rate. The Utility Users Tax and Franchise Tax increases are forecast to increase at a 1 percent annual rate. Other tax revenues and other revenue sources are both forecast to increase at an annual rate of 2 percent. Beginning in FY 20/21, a significant portion of the annual pension cost increases will be offset by the withdrawals from the Pension Trust with those funds included in the Transfer In category in Recurring Revenues. Non-recurring revenues include miscellaneous proceeds and proceeds from the sale of surplus assets. The following figure uses the information provided by City staff on or before October 8, 2019. Anticipated modifications to these amounts will be contained in the addendum to this report.

[12] FY 2019/20 Proposed Budget for the City of Pinole, Pg. B-1.

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Figure 24: Pinole Recurring vs. Non-recurring General Fund and Measure S Initiatives Revenues (Amended Budget FY 18/19–FY 24/25)

Revenue	Amended Budget	Adopted Budget	Projected				
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Property Taxes	3,787,392	4,033,892	4,114,570	4,196,861	4,280,798	4,366,414	4,453,743
Sales Tax	7,842,100	7,550,886	7,701,904	7,855,943	8,013,062	8,173,323	8,336,789
Franchise Tax	744,128	744,000	751,440	758,954	766,544	774,209	781,951
Utility Tax	1,930,000	1,898,000	1,916,980	1,936,150	1,955,511	1,975,066	1,994,817
Other Tax Receipts	884,200	858,900	876,078	893,600	911,472	929,701	948,295
Intergovernmental	1,736,706	1,819,484	1,855,874	1,892,991	1,930,851	1,969,468	2,008,857
Investment Earnings	207,000	250,000	255,000	260,100	265,302	270,608	276,020
Charges for Service	1,224,239	1,276,723	1,301,257	1,326,283	1,351,808	1,377,844	1,404,401
Permits	76,700	73,700	75,174	76,677	78,211	79,775	81,371
Grants	163,437	92,026	93,867	95,744	97,659	99,612	101,604
Rents/Ground Leases	81,450	81,450	83,079	84,741	86,435	88,164	89,927
Reimbursements	97,115	9,500	9,690	9,884	10,081	10,283	10,489
Abatement Fees	9,000	3,300	3,366	3,433	3,502	3,572	3,571
Fines, Forfeitures & Penalties	59,050	41,550	42,381	43,229	44,093	44,975	45,875
Transfers In	6,290,688	900,938	3,233,882	4,139,372	5,191,081	6,412,292	6,412,292
Recurring Revenue:	**25,133,205**	**19,634,349**	**22,314,542**	**23,573,962**	**24,986,410**	**26,575,306**	**26,950,002**
Capital Lease	—	—	—	—	—	—	—
Other Receipts	14,000	9,000	9,180	9,364	9,551	9,742	9,937
Property Sales	11,000	11,000	11,220	11,444	11,673	11,907	—
Non-Recurring:	**25,000**	**20,000**	**20,400**	**20,808**	**21,224**	**21,649**	**9,937**
Total Revenues:	**25,158,205**	**19,654,349**	**22,334,942**	**23,594,770**	**25,007,634**	**26,596,955**	**26,959,939**

Expenses are classified in a manner much like revenues, recurring or non-recurring. Salaries, benefits, and typical operating expenses are identified as recurring in nature. In the instance of Pinole, annual debt service payments are expected for a significant number of years in the future and are also included as recurring expenditures. Capital outlays are projected annually from the Measure S (2014) initiative and are classified as non-recurring expenditures. Transfers to other funds are also classified as non-recurring expenditures.

The projection methodology incorporates expenditure type rather than function type in order to use generalized growth factors. Salary expense across the City is projected to increase at a 3 percent annual rate through the FY 23/24 fiscal year. Benefit increases primarily result from the increase in pension costs to compensate for the reduced returns experienced by CalPERS, the state pension system. Other operating expenses are projected to increase at a 2.8 percent annual rate beginning with the FY 20/21 period. Debt service is projected based on repayment terms for each liability.

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Non-recurring expenditures include scheduled transfers from the General Fund and other funds included in the General Fund to other funds such as internal service funds or equipment reserves.

The following figure uses projected amounts provided by City staff as of October 8, 2019. Anticipated modifications to these amounts will be included in the addendum to this report.

Figure 25: City of Pinole Projected Recurring vs. Non-Recurring General Fund and Measure S Initiatives Expenditures (Amended Budget FY 18/19–FY 24/25)

Expenses	Amended Budget	Projected Budget	Projected				
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Salaries	8,585,194	9,138,860	9,413,026	9,695,417	9,986,280	10,285,867	10,594,443
Benefits & Insurance	4,738,955	5,787,430	9,175,976	11,189,850	13,405,359	15,848,563	18,701,304
Other Operating Expenses	4,324,315	3,797,889	2,876,229	2,956,764	3,039,553	3,124,660	3,212,150
Debt Service	590,433	605,433	555,000	575,000	595,000	610,000	610,000
Recurring Expenditures	**18,238,897**	**19,329,612**	**22,020,231**	**24,417,031**	**27,026,192**	**29,869,090**	**33,117,897**
Capital Outlay	929,814	882,618	907,331	932,737	958,853	985,701	1,013,301
Transfers Out	22,094,954	1,328,948	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000
Non-Recurring Expenditures	**23,024,768**	**2,211,566**	**2,057,331**	**2,082,737**	**2,108,853**	**2,135,701**	**2,163,301**
Total Expenditures:	**41,263,665**	**21,541,178**	**24,077,562**	**26,499,768**	**29,135,045**	**32,004,791**	**35,281,198**

Maintaining an adequate reserve or fund balance is good business practice for private businesses but is especially critical for municipalities as new revenue streams are typically enacted through a legislative process. Comparing the projected revenues and expenditures of the City of Pinole provides insight into the future financial health of the City. The significant anomaly occurring in FY 18/19 is a result of the one-time $16 million transfer to the IRS 115 Pension Trust. City Council had initiated a plan to accumulate a $5.5 million emergency reserve and had been able to accomplish this goal in FY 18/19. The goal has been projected to be achieved in each of the following two fiscal years through FY 21/22. However, continued fiscal pressure in the form of increased CalPERS pension funding does not allow for this financial goal to remain sustainable beyond FY 21/22.

The following figure uses projected amounts provided by City staff as of October 8, 2019. Anticipated modifications to these amounts will be included in the addendum to this report.

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Figure 26: Projected General Fund Balance for Pinole (Amended FY 18/19 Budget–FY 24/25)

Revenues & Expenditures	Amended Budget	Adopted Budget	Projected				
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Revenues	25,493,905	19,654,349	22,334,941	23,594,769	25,007,633	26,596,956	26,959,939
Expenditures	41,263,665	21,541,178	24,077,562	26,499,768	29,135,045	32,004,791	35,281,198
Net Cash Flow (Deficit)	**(15,769,760)**	**(1,886,829)**	**(1,742,621)**	**(2,904,999)**	**(4,127,412)**	**(5,407,835)**	**(8,321,259)**
Beginning Fund Balance	**25,363,425**	**9,593,665**	**7,706,836**	**5,964,215**	**3,059,216**	**(1,068,195)**	**(6,476,031)**
Ending Fund Balance	**9,593,665**	**7,706,836**	**5,964,215**	**3,059,216**	**(1,068,195)**	**(6,476,031)**	**(14,797,290)**

The Pinole Fire Department is a City department, and there is no direct connection between the City's various revenue streams and the fire department's services. Two separate Measure S initiatives have provided sales tax revenues that have been allocated to address various needs of the City, including public safety operations and capital expenditures.

The Pinole Fire Department's FY 18/19 Budget is $5,188,930, including $1,280,560 for capital acquisitions. This is an increase of $1,846,533 over actual expenditures in FY 17/18. Benefit costs increased approximately $290,000 over FY 17/18 actual costs and are primarily related to the increase in required pension costs. The budget is divided between General Fund expenditures and Measure S (2006) and Measure S (2014) funded expenditures.

The City of Pinole staff developed the adopted fire department FY 19/20 budget with the goal of providing quality services within the City's available resources. This budget forms the basis for the remaining projections.

Like the City's growth factors for expenses, salaries are anticipated to increase 3 percent annually. The increase in employee benefits is driven by the significant increases in the required CalPERS plus a 5 percent increase in other benefits. Service and supplies costs are projected to increase at 2.8 percent annually. Measure S (2006) and Measure S (2014) initiatives are projected to grow at an annual rate of 1 percent during the next five years and will continue to provide funding for a portion of fire department salaries, benefits, operating expenses, and capital acquisitions. The following figure demonstrates what is considered as a status quo option, which shows the projected costs if the City took no action other than to leave the service delivery system as is.

The following figure uses projected amounts provided by City staff as of October 8, 2019. Anticipated modifications to these amounts will be included in the addendum to this report.

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Figure 27: PFD Projected Status Quo Expenditures & Funding Sources (Amended Budget FY 18/19–FY 24/25)

Description	Amended	Adopted	Projected				
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Salaries	1,900,133	2,104,678	2,167,818	2,232,853	2,299,838	2,368,834	2,439,899
Benefits	894,321	1,284,608	2,113,226	2,577,021	3,087,252	3,649,922	4,306,908
Total Salaries & Benefits	**2,794,454**	**3,389,286**	**4,281,044**	**4,809,873**	**5,387,090**	**6,018,755**	**6,746,807**
Services	917,898	808,274	830,906	854,171	878,088	902,674	927,949
Supplies	125,585	156,300	160,676	165,175	169,800	174,555	179,442
Total Recurring Costs	**3,837,937**	**4,353,860**	**5,272,626**	**5,829,219**	**6,434,978**	**7,095,984**	7,854,198
Debt Service	70,433	70,433	-	-	-	-	-
Capital Acquisitions	280,560	1,064,000	-	-	-	-	-
Total Non-Recurring Expenditures	**350,993**	**1,134,433**	**-**	**-**	**-**	**-**	**-**
Total Expenditures	**4,188,930**	**5,488,293**	**5,272,626**	**5,829,219**	**6,434,978**	**7,095,984**	**7,854,198**
Sources of Funding							
Measure S (2006)	951,046	786,830	794,698	802,645	810,672	818,778	826,966
Measure S (2014)	314,663	306,128	309,189	312,281	315,404	318,558	321,744
Total Other Sources	**1,265,709**	**1,092,958**	**1,103,888**	**1,114,926**	**1,126,076**	**1,137,336**	**1,148,710**
Balance To Fund From General Fund	**2,923,221**	**4,395,335**	**4,168,739**	**4,714,293**	**5,308,903**	**5,958,648**	**6,705,488**

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Capital Assets & Improvements

Three basic resources are required to successfully carry out the mission of a fire department—trained personnel, firefighting equipment, and fire stations. No matter how competent or numerous the firefighters, if appropriate capital equipment is not available for use by responders, it is impossible for a fire department to deliver services effectively. The capital assets that are most essential to the provision of emergency response are facilities and apparatus (response vehicles).

Fixed Facilities

Fire stations play an integral role in the delivery of emergency services for several reasons. A station's location will dictate, to a large degree, response times to emergencies. A poorly located station can mean the difference between confining a fire to a single room and losing the structure. Fire stations also need to be designed to adequately house equipment and apparatus, as well as meet the needs of the organization and its firefighters.

Consideration should be given to a fire station's ability to support the jurisdiction's mission as it exists today and into the future. The activities that take place within the fire station should be carefully examined to ensure the structure is adequate in both size and function.

ESCI Associates conducted walk-through inspections of the two Pinole Fire Stations. ESCI utilized a standard check-off list for each facility inspection.

Special attention was made to the building's location, future use viability in terms of serving the community, and the capability of accommodating an increase in staffing levels and emergency response apparatuses in the future.

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Figure 28: Fire Station Condition Definitions

EXCELLENT	Like new condition. No visible structural defects. The facility is clean and well maintained. Interior layout is conducive to function with no unnecessary impediments to the apparatus bays or offices. No significant defect history. Building design and construction match the building's purposes.
GOOD	The exterior has a good appearance with minor or no defects. Clean lines, good workflow design, and only minor wear of the building interior. Roof and apparatus apron are in good working order, absent any significant full-thickness cracks or crumbling of apron surface or visible roof patches or leaks. Building design and construction match the building's purposes.
FAIR	The building appears to be structurally sound with weathered appearance and minor to moderate non-structural defects. The interior condition shows normal wear and tear but flows effectively to the apparatus bay or offices. Mechanical systems are in working order. Building design and construction may not match the building's purposes well. Showing increasing age-related maintenance, but with no critical defects.
POOR	The building appears to be cosmetically weathered and worn with potentially structural defects, although not imminently dangerous or unsafe. Large, multiple full-thickness cracks and crumbling of concrete on apron may exist. The roof has evidence of leaking and/or multiple repairs. The interior is poorly maintained or showing signs of advanced deterioration with moderate to significant non-structural defects. Problematic age-related maintenance and/or major defects are evident. May not be well suited to its intended purpose.

The following figures depict the results of ESCI's inspections of the City of Pinole's fire stations.

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Figure 29: Pinole Fire Department Station 73 & Administrative Headquarters

Station Name/Number:	73					
Address/Physical Location:	880 Tennent Ave., Pinole, CA 94564					
	General Description: This two-story station houses the on-duty crew, Fire Chief, and Management Analyst.					
Structure						
Construction Type	Type 3 Ordinary					
Date of Construction	1985					
Seismic Protection	Unknown					
Auxiliary Power	Diesel Generator with 1,000 Gallons					
General Condition	Fair					
Number of Apparatus Bays	3	Drive-through bays			3	Back-in bays
Considerations (ADA, etc.)	No					
Square Footage	Two-story, approximately 3,500 square feet					
Facilities Available						
Separate Rooms/Dormitory	2	Bedrooms	3	Beds	12	Beds in dormitory
Maximum Station Staffing Capability	6 (the Captains' room has 3 murphy beds)					
Exercise/Workout Facilities	Yes					
Kitchen Facilities	Yes					
Individual Lockers/Storage Assigned	Yes					
Shower Facilities	Yes					
Training/Meeting Rooms	Yes					
Washer/Dryer	Yes					
Safety & Security						
Sprinklers	Yes					
Smoke Detection	Yes					
Decontamination/Biohazard Disposal	Yes					
Security	Yes					
Apparatus Exhaust System	Yes					

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Figure 30: Pinole Fire Department Station 74

Station Name/Number:	**74 (open only to a BC)**					
Address	3700 Pinole Valley Rd., Pinole, CA 94564					
	General Description: This single-story station has been closed since 2011.					
Structure						
Construction Type	Type 3 Ordinary					
Date of Construction	2003					
Seismic Protection	None					
Auxiliary Power	Yes					
General Condition	Good					
Number of Apparatus Bays	2	Drive-through bays		0	Back-in bays	
Special Considerations (ADA, etc.)	Yes					
Square Footage	2,500					
Facilities Available						
Separate Rooms/Dormitory/Other	3	Bedrooms	3	Beds each		Beds in dormitory
Station Staffing Capability	3					
Exercise/Workout Facilities	No					
Kitchen Facilities	Yes					
Individual Lockers/Storage Assigned	Yes					
Shower Facilities	Yes					
Training/Meeting Rooms	No, front office only					
Washer/Dryer	Yes					
Safety & Security						
Sprinklers	Yes					
Smoke Detection	Yes					
Decontamination/Biohazard Disposal	No					
Security	Yes					
Apparatus Exhaust System	Yes					

Facilities Summary

The two facilities range in age from 16 to 34 years old.

Fire Station 73

The exterior is in good shape. Office space is upstairs adjacent to the central living area/kitchen. The upstairs living/dorm space is non-partitioned and cramped with furniture/gym equipment. Very little workstation or training space is available for personnel. Interior modifications would be useful. An SCBA filling station/storage and bunker room are adjacent to the apparatus bay, separated by a single door, which, if open, exposes both rooms to diesel exhaust. Station 73's office was recently remodeled; however, the crew quarters need remodeling and updating, which may include ADA accommodation. Remodeling should take into account the obligation to provide additional office, workspace, gender segregation of crews, and a shift Battalion Chief.

Fire Station 74

The exterior and grounds are well kept. The interior is in good shape with some carpet wear and tear. The FY 19/20 budget includes $20,000 for these repairs. Individual dorm rooms and bathrooms allow for gender separation. There is some workstation/training space but little room for expansion. The apparatus bays are in good working order with a bunker room directly adjacent. While small, the station is adequate to house a three-person Engine Company and crossed-staffed Type III wildland engine.

Apparatus/Vehicles

Other than firefighters assigned to stations, response vehicles are undoubtedly the next most important resource of the emergency response system. The delivery of emergency services will be compromised if emergency personnel cannot arrive quickly due to unreliable transportation or if the equipment does not function properly.

Fire apparatus are unique and expensive pieces of equipment, customized to operate efficiently for a narrowly defined mission. An engine may be built in such a way that the compartments fit specific equipment and tools. Virtually every space on a fire vehicle is designed for function. This same vehicle, with its specialized design, does not lend itself well to operate in a completely different capacity, such as a hazardous materials unit or a rescue squad. For this reason, fire apparatus offers little flexibility in use or reassigned purpose. As a result, communities across the country have sought to achieve the longest life span possible for these vehicles. Unfortunately, no piece of mechanical equipment can be expected to last forever. As vehicles age, repairs tend to become more frequent and more complex.

Parts may become more difficult to obtain, and downtime for repairs increases. Given the emergency mission that is so critical to the community, downtime is one of the most frequently identified reasons for apparatus replacement. Because of the expense of fire apparatus, most communities develop replacement plans. To enable such planning, communities often turn to the accepted practice of establishing a life cycle for apparatus that results in an anticipated replacement date for each vehicle. The reality is that it may be best to establish a life cycle for planning purposes, such as the development of replacement funding for various types of apparatus; yet, apply a different method (such as a maintenance and performance review) for determining the actual replacement date, thereby achieving greater cost-effectiveness when possible.

Fire administrators should be concerned about the aging of the fleet and have a funded replacement schedule. As frontline apparatus age, fleet costs will naturally be higher, and more downtime will be associated with necessary repairs and routine maintenance.

It is beyond the scope of work and the expertise of ESCI to provide a mechanical assessment of the apparatus. For a mechanical evaluation of the apparatus, ESCI recommends seeking the services of a certified Emergency Vehicle Technician.

The following figure displays the City of Pinole's Apparatus/Vehicle Inventory as submitted by PFD staff.

Figure 31: PFD Station 73 Apparatus & Vehicle Inventory

Apparatus	Type	Year	Make/Model	Condition	Seating Capacity	Pump Capacity	Tank Capacity
Battalion 7, 7301	SUV	2008	Ford/Expedition	Fair	5	N/A	N/A
Engine E73	Type 1	2015	Spartan	Good	5	1500	500
Reserve E73A	Type 1	2005	HME/Rosenbauer	Fair/Poor	5	1500	1200
Wildland E273	Type 3	2008	Rosenbauer	Good/fair	4	1000	500
Wildland E673	Type 6	2001	Ford F550	Fair/Poor	2	160	200
Fire Chief 7300	SUV	2015	Ford/Intercept	Good	5	N/A	N/A
Utility 73	Pickup	2007	Ford F250	Fair	4	N/A	N/A
New Battalion 7	SUV	2019	Ford Expedition	New	5	N/A	N/A

Apparatus Summary

Generally, fire agencies utilize a guideline as follows to establish capital equipment replacement programs:

- **Engines:** 10 years frontline and 5 years in reserve.
- **Wildland Engines:** 15 years frontline 5 years in reserve.
- **Truck Companies:** 15 years frontline and 5 to 10 years in reserve.
- **Ambulance:** 5 years frontline and 5 years in reserve.

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The level of activity, topography, and other factors may influence these guidelines.

- PFD apparatus specifications have not been standardized with the Battalion 7 apparatus.
- The age of PFD's frontline engine is 4 years. It is scheduled to become the reserve engine when the engine currently on order arrives in FY 19/20.
- Reserve Engine 73A is 14 years old and will be replaced by current E73 when the engine on order arrives.
- Wildland Engine 273 is 11 years old, and 673 is 18 years old and should be scheduled for replacement.

Capital Replacement Planning

Long-range capital replacement planning is always a challenge for any municipality. Pinole has done a commendable job of purchasing and maintaining its fleet of fire apparatus using General Fund Reserves. This practice—while not uncommon—has resulted in a significant number of replacements being deferred. Fire vehicles have a readily predictable service life and an easily forecast future replacement cost, which should be preplanned. If future needs are identified and funding is set aside to accommodate the need, the agency will not be dependent on reserves in the future to meet its long-term financial demands. ESCI recommends to clients that, as soon as a new piece of fire apparatus is purchased, funding should start to be set aside for its replacement.

Critical Tasking

Critical tasks are those activities that must be conducted promptly by firefighters at emergency incidents to control the situation, stop loss, and to perform necessary tasks required for a medical emergency. The Pinole Fire Department is responsible for assuring that responding PFD personnel are capable of performing all of the described tasks in a prompt, efficient, and safe manner.

Fires: Critical tasking for fire operations is the minimum number of personnel to perform the tasks required to control a fire in the listed risk category effectively. Major fires (beyond first alarm) will require additional personnel and apparatus.

Emergency Medical: Critical tasking for emergency medical incidents is the minimum number of personnel to perform the tasks required and support the identified strategy based on the department's adopted medical protocol.

The following figure details PFD's available response staffing by type of incident

Figure 32: Critical Tasking
Low Rise Structure Fire

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations	1
Attack Line	2
Search and Rescue	0
Ventilation	0
RIC	0
Other (Hydrant, backup line)	0
Total	**4**

High Rise Structure Fire (75+ feet in height)

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations	1
Attack Line	2
Search and Rescue	0
Ventilation	0
RIC	0
Other (Hydrant, backup line)	0
Total	**4**

Moderate Risk Commercial Structure Fire

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations	1
Attack Line	2
Search and Rescue	0
Ventilation	0
RIC	0
Other (Hydrant, backup line)	0
Total	**4**

High Risk Commercial Structure Fire

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations	1
Attack Line	2
Search and Rescue	0
Ventilation	0
RIC	0
Other (Hydrant, backup line	0
Total	**4**

Wildland Fire—Low Risk

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Attack Line Pump Operations	2 1
Total	**4**

Wildland Fire—High Risk

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations/Lookout	1
Attack Line	2
Structure Protection	0
Water Supply	0
Total	**4**

Aircraft Emergency

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Aircraft Fire Suppression	0
Pump Operations	1
Attack Line	2
Back-up Line	0
Rescue	0
Emergency Medical Care	0
Water Supply	0
Total	**4**

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Hazardous Materials—Low Risk

Task	Number of Personnel
Command	1 (B-Shift)
Liaison	0
Decontamination	0
Research/Support	3
Entry team, and Backup Team	0
Total	**4**

Hazardous Materials—High Risk

Task	Number of Personnel
Command	1 (B-Shift)
Liaison	0
Decontamination	0
Research Support	3
Team Leader, Safety, Entry Team, and Backup Team	0
Total	**4**

Emergency Medical Aid (Life-threatening)

Task	Number of Personnel
Patient Management	1
Patient Care	1
Documentation	1
Total	**3**

Major Medical Response (10+ Patients)

Task	Number of Personnel
Incident Command/Safety	1 (B-Shift)
Triage	1
Treatment Manager	0
Patient Care	2
Transportation Manager	0
Total	**4**

Motor Vehicle Accident (Non-Trapped)

Task	Number of Personnel
Scene Management/Documentation	1
Patient Care/Extrication	2
Total	3

Motor Vehicle Accident (Trapped)

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Scene Management	0
Patient Care	1
Extrication	2
Pump Operator/Suppression Line	0
Extrication/Vehicle Stabilization	0
Total	**4**

Technical Rescue—Water

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Rescue Team	0
Backup Team	0
Patient Care	3
Rope Tender	0
Upstream Spotter	0
Downstream Safety	0
Total	**4**

Technical Rescue—Rope

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Rescue Team	2
Backup/Support Team	0
Patient Care	0
Rigger	1
Attendant	0
Ground Support	0
Edge Person	0
Total	**4**

Technical Rescue—Confined Space

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Rescue Team	0
Backup/Support Team	0
Patient Care	2
Attendant	0
Rigger	1
Ground Support	0
Total	**4**

Technical Rescue—Trench

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Rescue Team	0
Backup/Support Team	2
Patient Care	1
Shoring	0
Total	**4**

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Alarm Assignments

To ensure adequate personnel and apparatus are dispatched to an emergency event, the following first alarm response assignments have been established. "Total PFD Staffing available" is the number identified in the Critical Tasking analysis above. The number of personnel and apparatus required to mitigate an active and complex working incident will require additional resources above and beyond the numbers listed as available. The "Alarm Assignments" are what has been identified as the number of resources and personnel necessary to address the challenges of each identified event.

Figure 33: Alarm Assignments

Low Rise Structure Fire

Unit Type	Number of Units	Total Personnel
Engine	4	12
Truck	1	4
Air Supply	1	3
Battalion Chief	2	2
Total Staffing Provided		**4**
Total Staffing Needed		**21**

High Rise Structure Fire (75+ feet)

Unit Type	Number of Units	Total Personnel
Engine	8	24
Truck	3	12
Air Supply	1	3
Battalion Chief	3	3
Total Staffing Provided		**4**
Total Staffing Needed		**42**

Moderate Risk Commercial Structure Fire

Unit Type	Number of Units	Total Personnel
Engine	6	18
Truck	2	8
Air Supply	1	3
Battalion Chief	3	3
Total Staffing Provided		**4**
Total Staffing Needed		**32**

High Risk Commercial Structure Fire

Unit Type	Number of Units	Total Personnel
Engine	8	24
Truck	3	12
Air Supply	1	3
Battalion Chief	3	3
Total Staffing Provided		**4**
Total Staffing Needed		**42**

Wildland Fire—Low Risk

Unit Type	Number of Units	Total Personnel
Engine	1	3
Brush Engine	1	3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**7**

Wildland Fire—High Risk

Unit Type	Number of Units	Total Personnel
Engine	1	3
Brush Engine	3	9
Battalion Chief	2	2
Total Staffing Provided		**4**
Total Staffing Needed		**14**

Aircraft Emergency

Unit Type	Number of Units	Total Personnel
Engine	3	9
Truck	1	4
ARRF	1	4
Rescue	2	6
Paramedic Ambulance	2	4
Battalion Chief	2	2
Total Staffing Provided		**4**
Total Staffing Needed		**29**

Hazardous Materials—High Risk

Unit Type	Number of Units	Total Personnel
Engine	3	9
Truck	1	4
Rescue	1	3
Battalion Chief	2	2
Hazardous Materials Unit	2	6
Total Staffing Provided		**4**
Total Staffing Needed		**24**

Hazardous Materials—Low Risk

Unit Type	Number of Units	Total Personnel
Engine	2	6
Truck	1	4
Battalion Chief	1	1
Hazardous Materials Unit	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**12**

Emergency Medical Service (Life-threatening)

Unit Type	Number of Units	Total Personnel
Engine	1	3
Paramedic Ambulance[13]	1	2
Total Staffing Provided		**3**
Total Staffing Needed		**5**

[13] Paramedic Ambulance is provided by Contra Costa Fire

Major Medical Response (10+ Patients)

Unit Type	Number of Units	Total Personnel
Engine	2	6
Truck Rescue	1 1	4 3
Paramedic Ambulance Battalion Chief	5 2	10 2
Total Staffing Provided		**4**
Total Staffing Needed		**25**

Motor Vehicle Accident (Non-Trapped)

Unit Type	Number of Units	Total Personnel
Engine or Truck	2	6
Total Staffing Provided		**3**
Total Staffing Needed		**6**

Motor Vehicle Accident (Trapped)

Unit Type	Number of Units	Total Personnel
Engine	1	3
Truck	1	4
Paramedic Ambulance	1	2
Rescue	1	3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**13**

Technical Rescue—Water

Unit Type	Number of Units	Total Personnel
Engine	2	6
Water Rescue Unit	1	4
Tech Rescue Unit	1	3
Rescue	1	3
Battalion Chief	2	2
Total Staffing Provided		**4**
Total Staffing Needed		**18**

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Technical Rescue—Rope

Unit Type	Number of Units	Total Personnel
Engine	1	3
Truck	1	4
Rescue	1	3
Tech Rescue Unit	1	3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**14**

Technical Rescue—Confined Space

Unit Type	Number of Units	Total Personnel
Engine	1	3
Truck	1	4
Rescue	1	3
Tech Rescue Unit	1	3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**14**

Technical Rescue—Trench

Unit Type	Number of Units	Total Personnel
Engine	1	3
Truck	1	4
Rescue	1	3
Tech Rescue Unit	1	3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**14**

Absent automatic and mutual aid from surrounding agencies, standalone, PFD is not capable of filling the alarm assignments noted above. In the event PFD Station 74 is reopened, the department will be able to initiate an initial attack and comply with the OSHA two-in/two-out rule.

Staff Scheduling Methodology

PFD utilizes a traditional three platoon system operating on a 48-hour shift rotation to achieve this minimum staffing of three FTEs per day as required. The total number of positions required per jurisdiction becomes a policy decision based on the jurisdiction's needs. The jurisdiction also then establishes the number of employees needed above the minimum to allow for vacancies due to vacation, sick, and other types of leave, yielding an overall number of full-time employees required to ensure that necessary staffing, according to policy, is available daily. This staffing methodology is prevalent across the Western United States for firefighters to work a 24- or 48-hour shift cycle. Studies have been undertaken and remain ongoing in an attempt to better understand the impact of this work cycle on the physiological process.[14] The science indicates that sleep is important and that going without sleep for too long or interrupting the sleep rhythm leads to physical and cognitive problems. That said, no easy answer to the problem exists. Intuitively, the problems would be exacerbated in a busy station and lessened in a less busy station.

All personnel are trained as firefighters, with most trained at a minimum of Emergency Medical Technician (EMT) level. Six have been trained to the Paramedic level. The department provides Advanced Life Support (ALS) services utilizing its one Engine Company. Ambulance response and patient transport are currently assigned to CCFPD.

[14] Is the firefighter 48/96 shift a health hazard? Sara Jahnke, FireRescue1, https://www.firerescue1/fire-rehab/articles/223601018-Is-the-firefighter-48-96-shift-a-health-hazard/.

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SERVICE DEMAND & INCIDENT STAFFING PERFORMANCE

Service delivery is the foundation of any service-oriented organization. Without an understanding of how services are organized, deployed, and managed, one cannot quantify efficiency and effectiveness. This section of the report will analyze multiple facets of the current delivery of fire services for the City of Pinole, including the identification of incidents by type and frequency, deployment analysis, system reliability, and a summary of performance. By understanding current performance and how the system functions, goals and objectives for future performance improvements can be established and implemented.

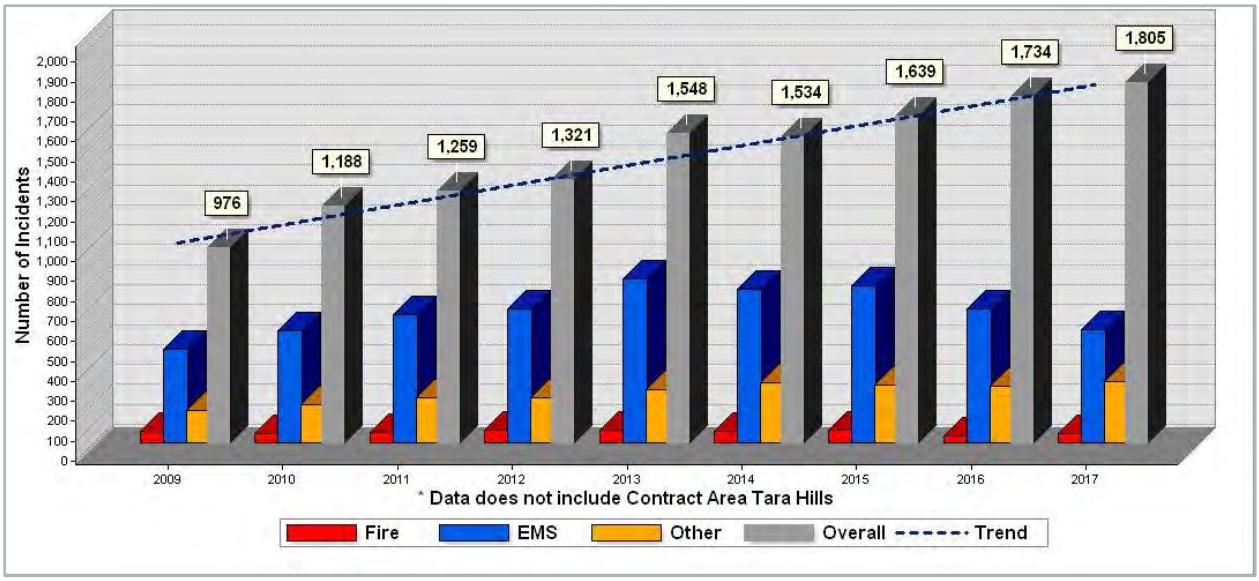
Service-Demand Study

Incidents by Type & Frequency

When and how demands for services occur can follow predictable patterns over time. To identify those patterns occurring in Pinole, ESCI conducted an analysis and geographic display of current service demand by incident type and temporal variation using dispatch data obtained from the Contra Costa Fire Protection District. Incident types were selected based on the classification system established by the National Fire Incident Reporting System (NFIRS); temporal variation, or the way service demand changes over time, was analyzed by the month, by the day, and by the hour.

The following figure provides a historical view of service types and frequency of incidents over the past nine years (2009–2017) *only within the City of Pinole and Contract 2/Upper Pinole Valley Road,* as the Contract/Tara Hills Area incident data were not provided. This figure shows the incidents in which Station 73 and BC7 responded. Incidents that did not indicate that they were a fire or an EMS incident, such as HazMat or Good Intent, were placed in the "Other" category.

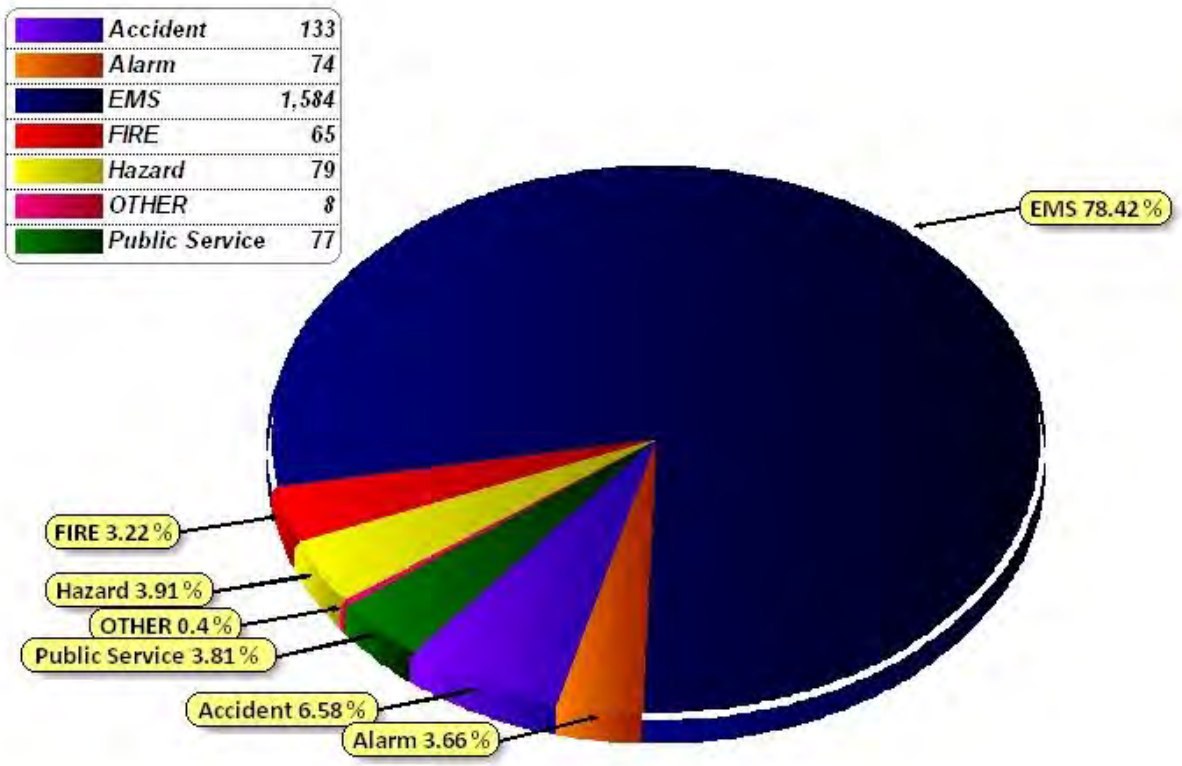
Figure 34: PFD Service Demand by Year & Type, 2009–2017, City of Pinole & Contract 2



Over the nine years, the total number of incidents increased from 976 in 2009 to 1,805 in 2017, an average increase of 8 percent per year, with noticeable increases in 2010 and 2013 (22% and 17%, respectively). Without those outliers, the average increase per year is 4%.

Additional incident data for the calendar year 2018 was received from CCRFCC that did include incident data for the Contract/Tara Hills area, resulting in a separate detailed analysis. The calendar year 2018 data showed 2,020 incidents, including 399 in Contract/Tara Hills. The incidents by type for the calendar year 2018 are shown in the following figure.

Figure 35: Service Demand by Type, City of Pinole & Both Contract Areas, 2018

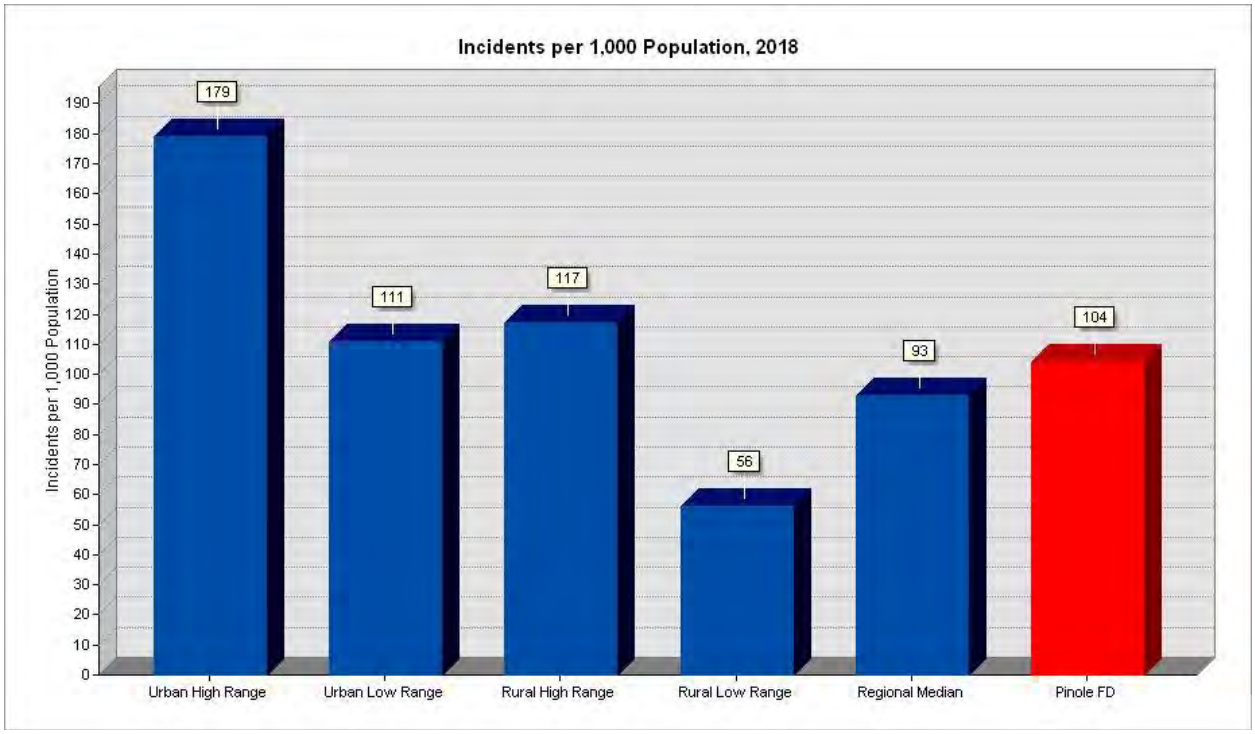


As illustrated in Figure 35, EMS represents the greatest impact on service demand at 78.42 percent, followed by accident calls, which accounted for 6.58 percent of incidents. Accident data includes motorcycle, vehicle, bicycle, and pedestrian incidents.

The following figure displays a comparison of the total number of incidents (2,020) in 2018 within the City of Pinole and the two contract areas, as compared to other similar-sized urban fire departments around the country.

Figure 36: Incidents per 1,000 Population, 2018, City of Pinole & Both Contract Areas

Dept. Size	Number of Incidents/1,000
Rural Low Range	56
Regional Median	93
Pinole FD	**104**
Urban Low Range	111
Rural High Range	117
Urban High Range	179

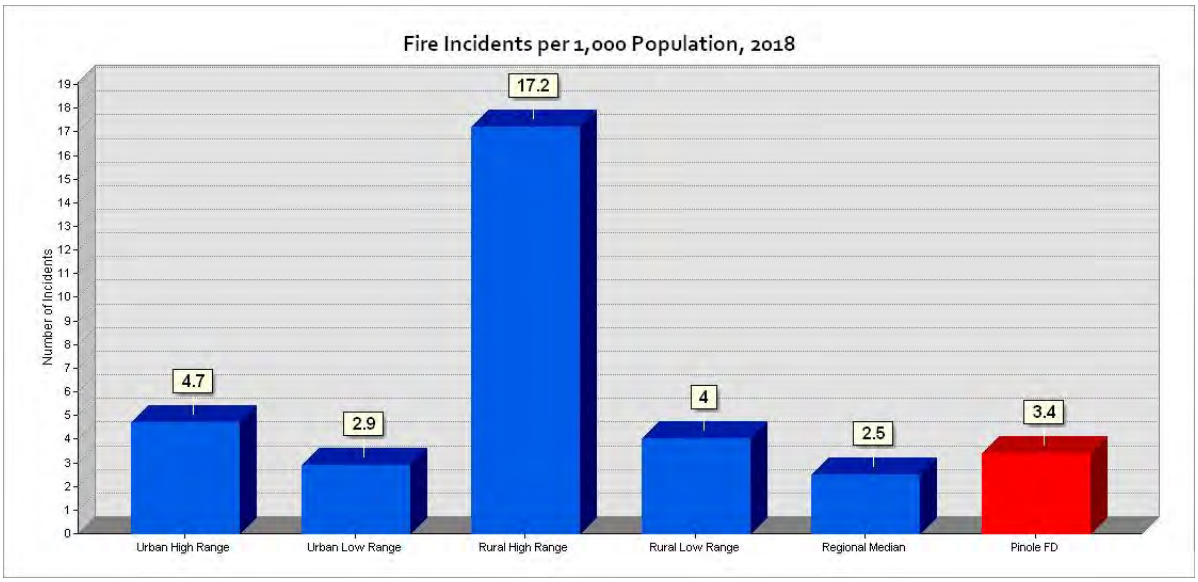


At 104 calls per 1,000 population, PFD has a higher than the regional median number of calls per 1,000 population but slightly lower than the urban high range.

The following figure displays a comparison of the total number of fire incidents in Pinole as compared to other similar-sized urban fire departments around the country. This figure uses incidents within the City of Pinole and the two contract areas (65 fires in 2018).

Figure 37: Fire Incidents per 1,000 Population, 2018, City of Pinole & Both Contract Areas

Dept. Size	Fires/1,000
Pinole FD	**3.5**
Regional Median	2.5
Rural High Range	17.2
Rural Low Range	4
Urban High Range	4.7
Urban Low Range	2.9



PFD's 3.4 fires per 1,000 population are just above the regional median of 2.5 fires per 1,000 population. It is comparable to most other Urban Low Range and Rural Low Range fire departments.

The next figure is fire loss per capita compared with other national and regional departments. In 2018, at $22.90 per capita, PFD's fire loss was much lower compared to the national average and very comparable to the regional average.

Figure 38: Fire Loss per Capita, 2018

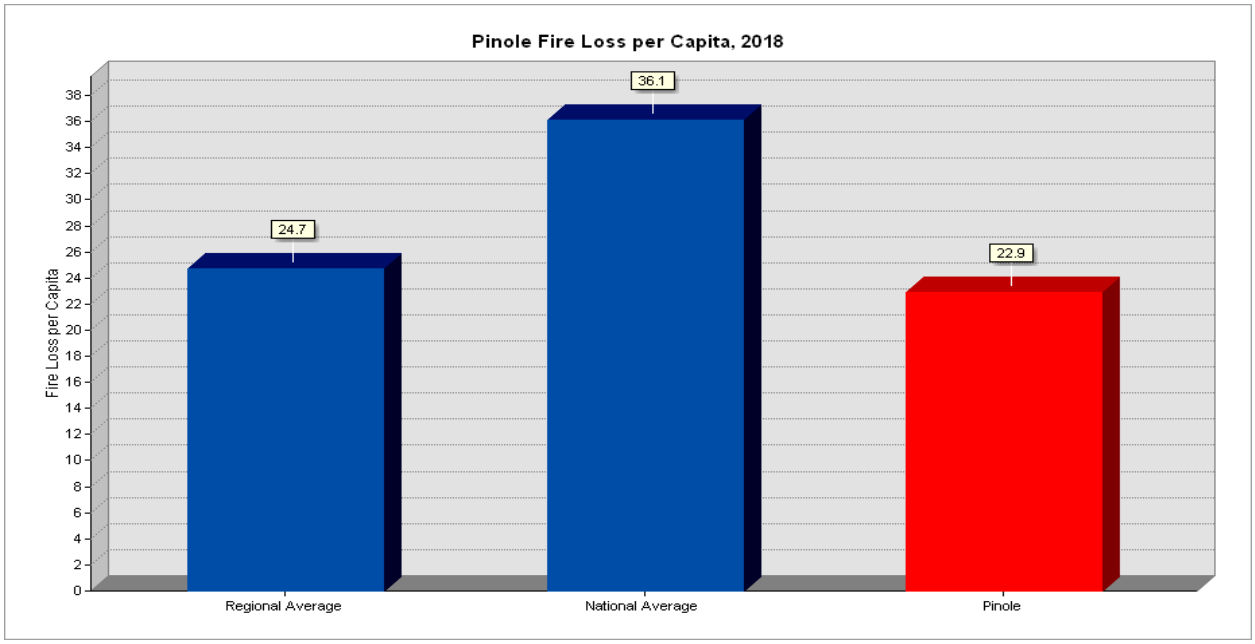


Figure 39: Comparison Chart, Fire Loss per Capita

Depts.	Fire Loss per Capita (in dollars)
Regional Average	$24.70
National Average	$36.10
Pinole	**$22.90**

Temporal Analysis

In addition to understanding the types and frequency of service demand, an understanding of when these events occur is critical to the understanding of when system demand will most likely reach its peak. Knowing the high demand periods will assist administrators in determining whether staffing levels are adequate for the demand and also in scheduling additional duties such as training, fire safety inspections, and vehicle maintenance.

The following figure shows the temporal variation of PFD's service area demand by month during 2018. There is only minor variation in workload by month. The winter months of January and December are the busiest months with August following closely.

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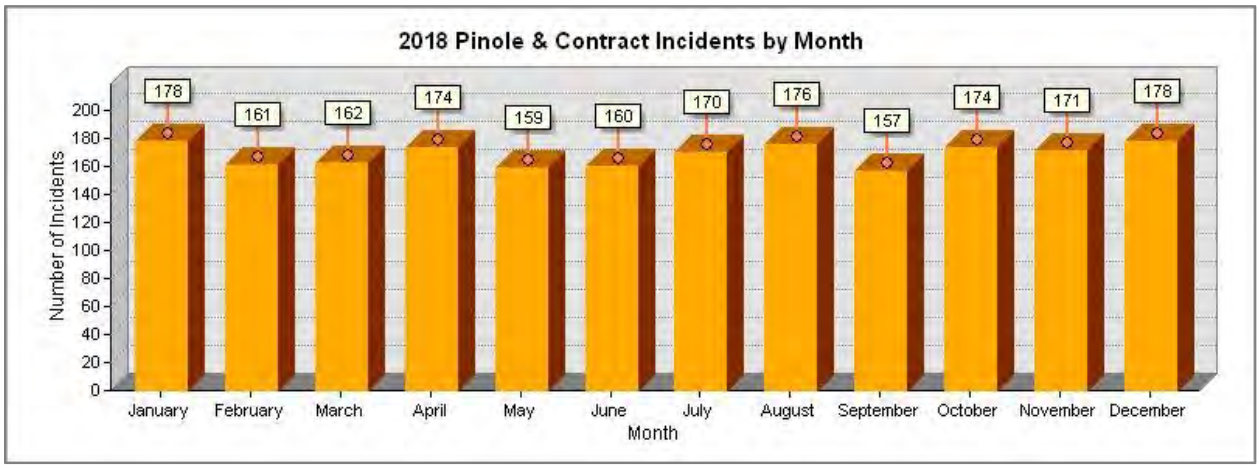
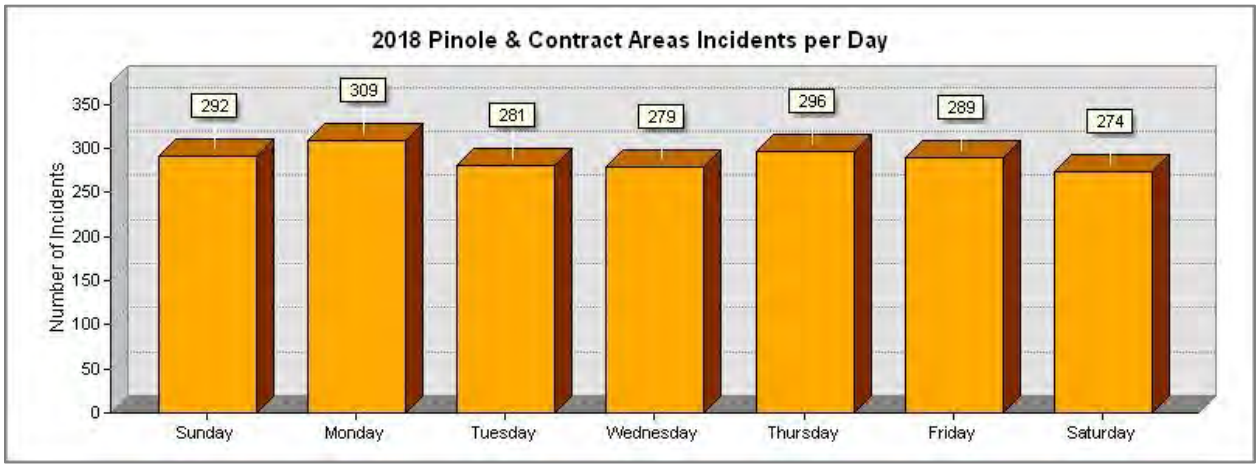
Figure 40: Service Demand by Month, 2018, City of Pinole & Both Contract Areas



The next figure illustrates service demand by day of the week. Again, only minor variations in workload exist by day of the week, although Monday is the busiest.

Figure 41: Service Demand by Weekday, 2018, City of Pinole & Both Contract Areas



Finally, the following figure shows service demand by the hour. Workload increases significantly during daytime hours as compared to nighttime hours.

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Figure 42: Service Demand by Hour, 2018, City of Pinole & Both Contract Areas

Peak workload is between 9:00 a.m. and 7:00 p.m., and it is most heavily concentrated during the commute hours.

Spatial Analysis

In addition to the temporal analysis, it is useful to examine the geographic distribution of service demand. The following figures indicate the distribution of emergency incidents in PFD during 2018. The incident data received from Contra Costa County Dispatch uses a "road address range" system rather than a "site address" system. This always places a data point on a roadway rather than on the adjacent structure or actual site of the incident

The first figure displays the number of incidents per square mile within various parts of the city. The area of greatest service demand is the northwest and central portions of the city.

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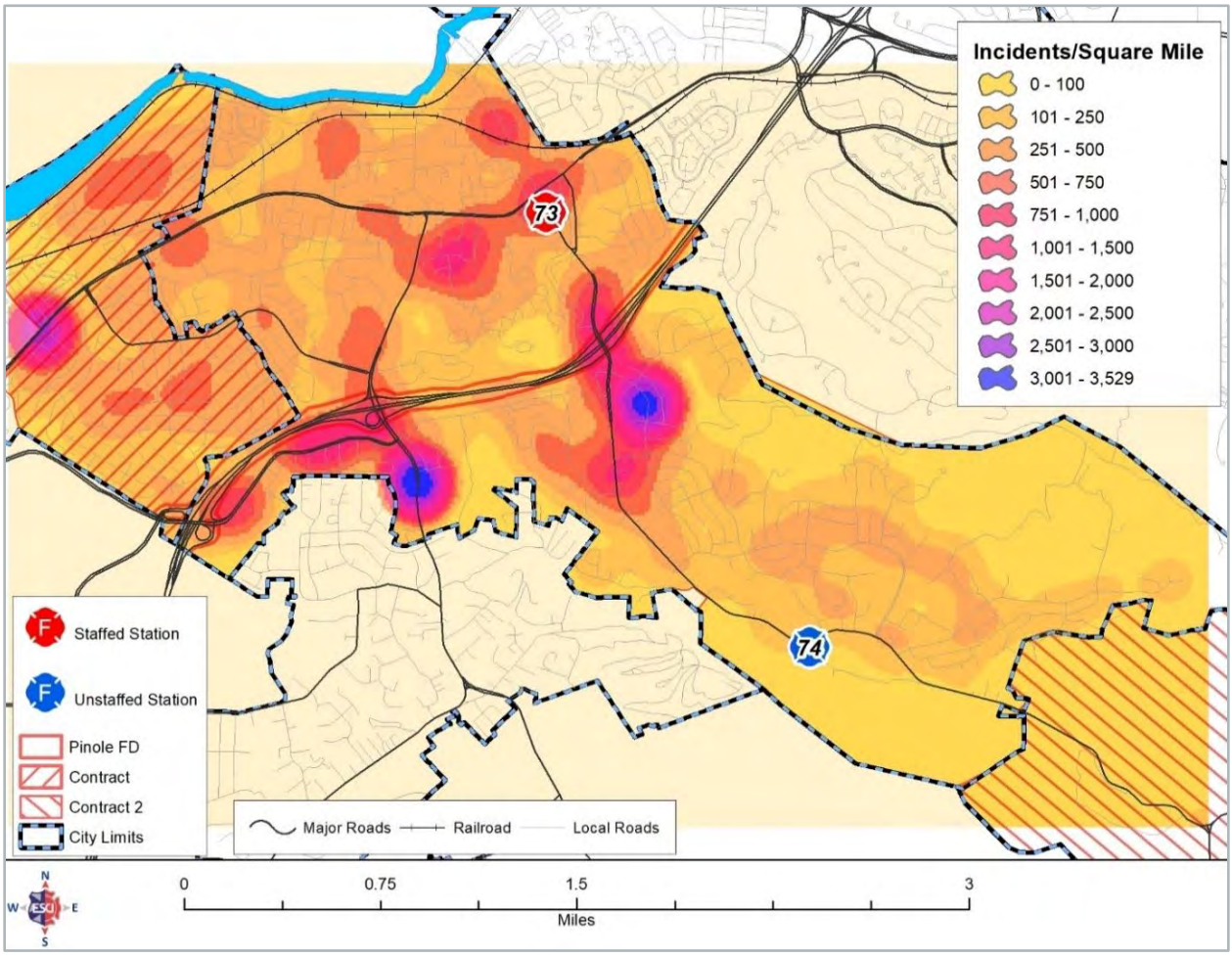
Figure 43: Service-Demand Density, City of Pinole & Both Contract Areas



The two densest concentrations of incidents are at Appian Way/Michael Drive, which is adjacent to a large commercial/retail development; the second densest concentration of incidents is Estates Ave/Paloma—which is adjacent to a senior retirement center. The third densest concentration is at the Tara Hills Mobile Home Park, a "55 years and over" community. Again, the use of street address ranges to place a data point might lead to an interpretation of "dangerous intersections," where the reality is the incident is related to proximal activities or populations.

While the service demand density reflects all calls served within the PFD service area, service demand can vary based on incident type. The following figure displays the location of all fire types occurring within the PFD's service area during 2018.

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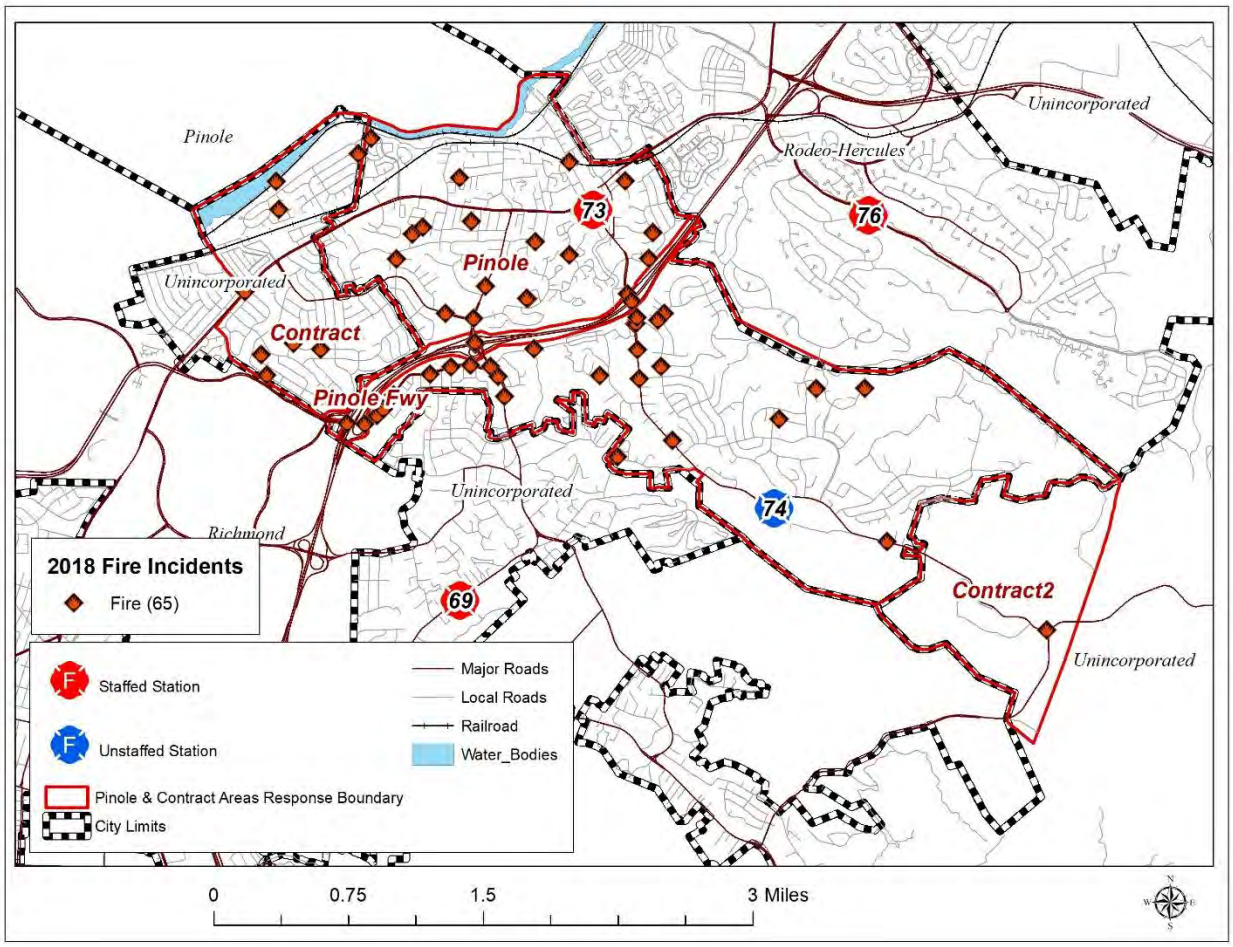
Figure 44: All Fire Types, 2018, City of Pinole & Both Contract Areas



The fire incidents are distributed widely but predominantly in the PFD's northwestern half. Again, it appears as though all the fires are in roadways, but only 21 percent (14 of the 65 fires) involved a vehicle. The remaining 79 percent were structural, electrical, or vegetation fires in areas adjacent to roadways.

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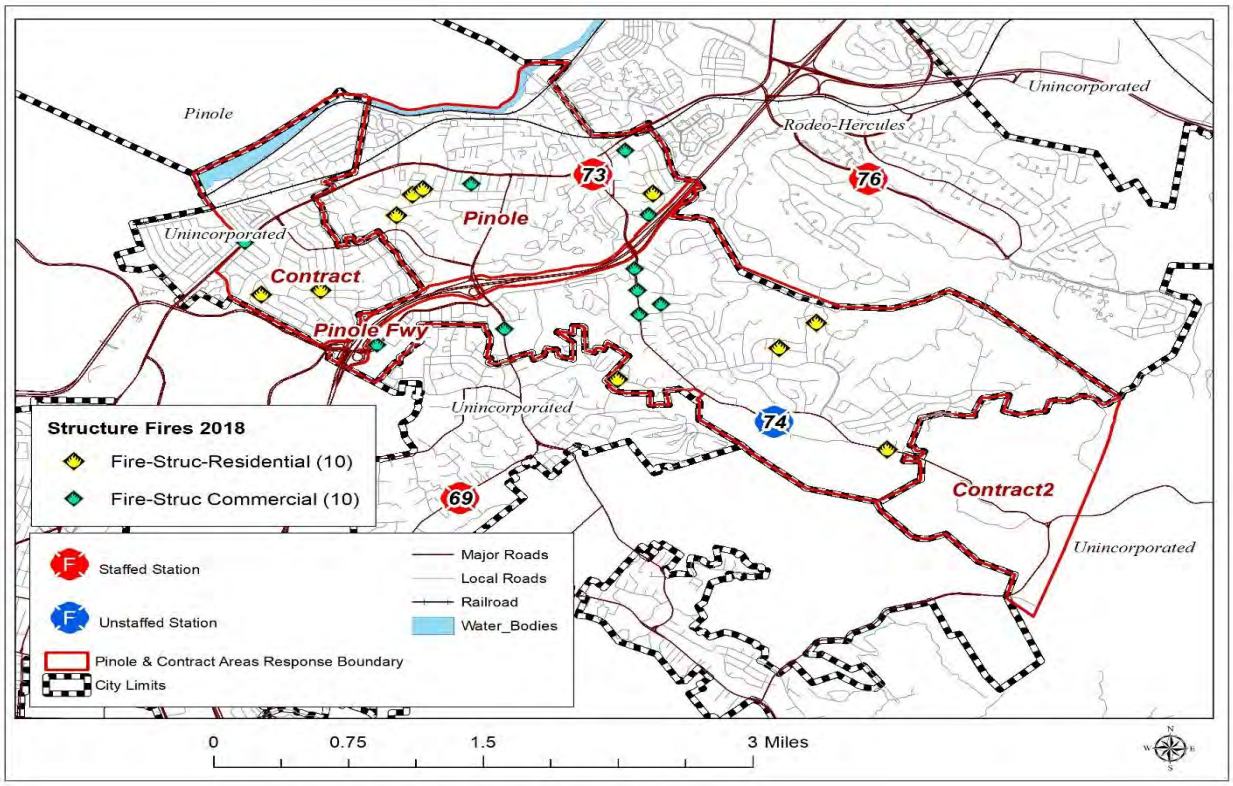
The following figure depicts the locations of the 20 commercial and residential structure fires in 2018.

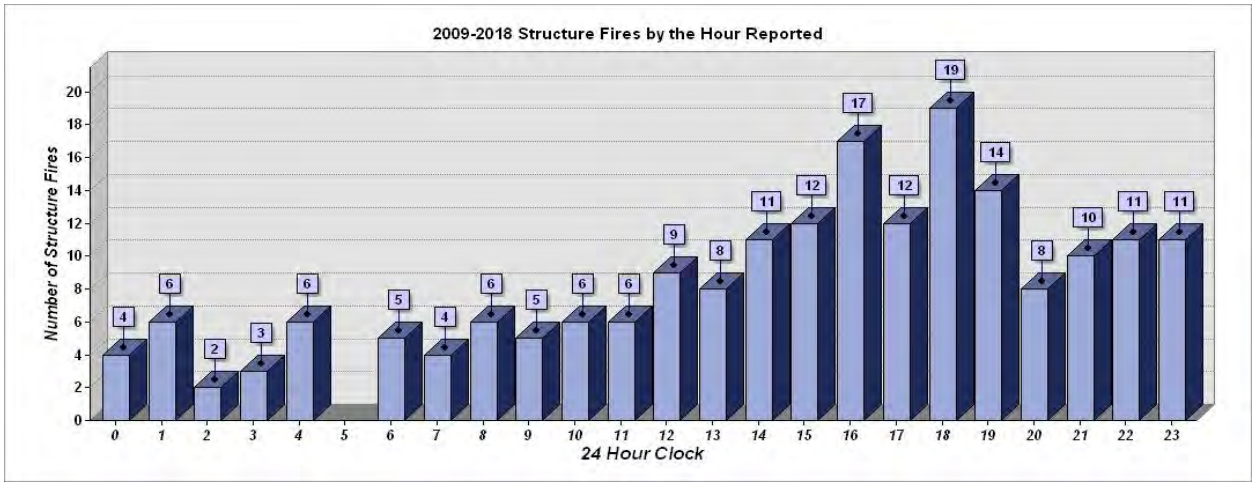
Figure 45: Structure Fires, Commercial & Residential, 2018, City of Pinole & Both Contract Areas



These structure fires were distributed equally throughout the PFD's service area.

The following figure compares structure fires over the last decade by the hour of the day. Other than no structure fires reported at the 5 a.m. hour within the entire decade, structure fires do occur throughout the day and night, with greater incident reporting in the latter part of the day and into the evening.

Figure 46: Structure Fires by Hour of Day, 2009–2018



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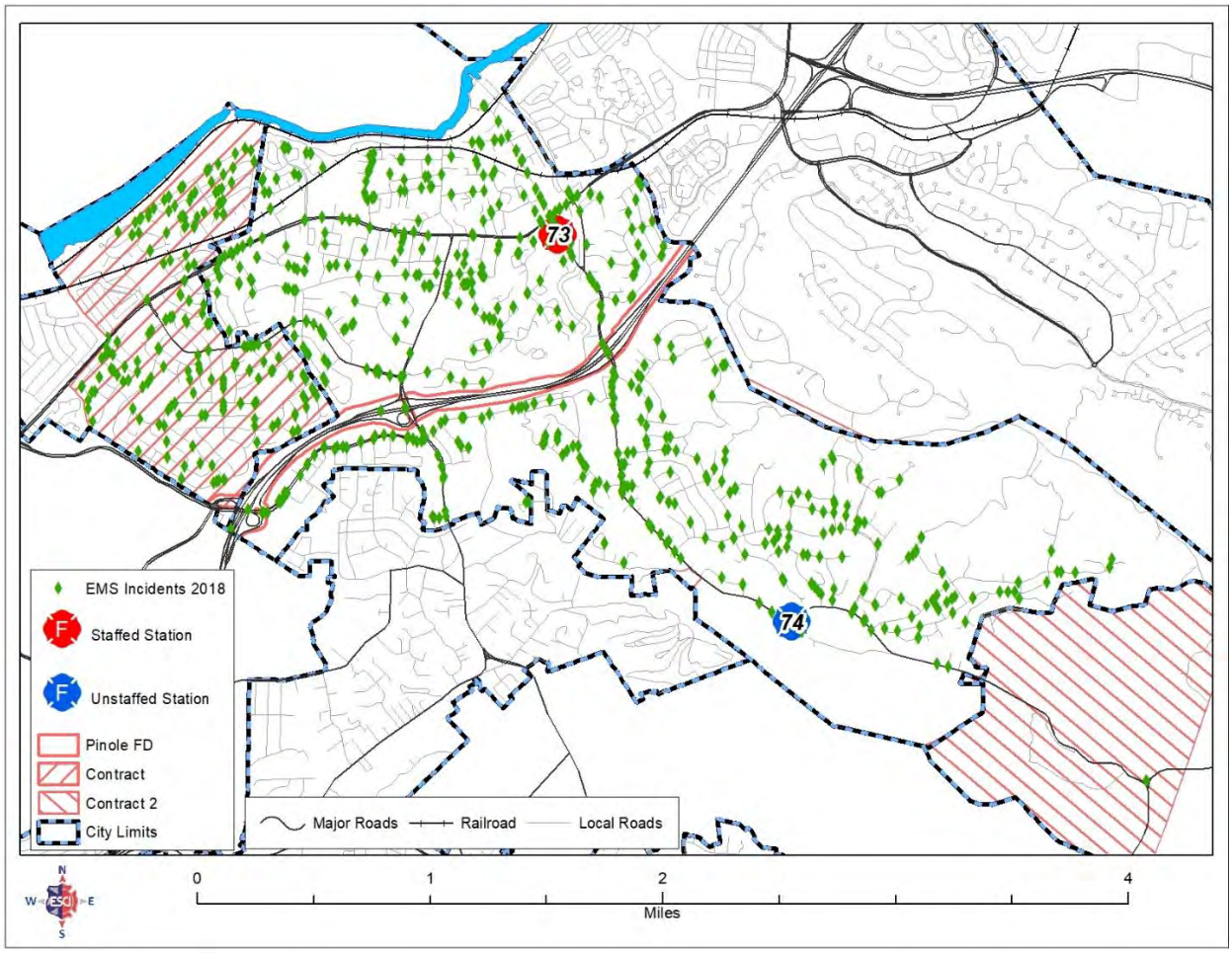
Again, the 2009–2017 incident data did not include any incidents for the Tara Hills contract area, whereas the 2018 incident data did include incident data for that contract area. In 2018, there were three structure fires in the Tara Hills contract area; one reported at noon, one at 8 p.m., and one at 9 p.m.

Similarly, emergency medical incidents also occur in greater concentration in areas of higher population density. The next figure depicts the EMS incidents in the PFD service area in 2018.

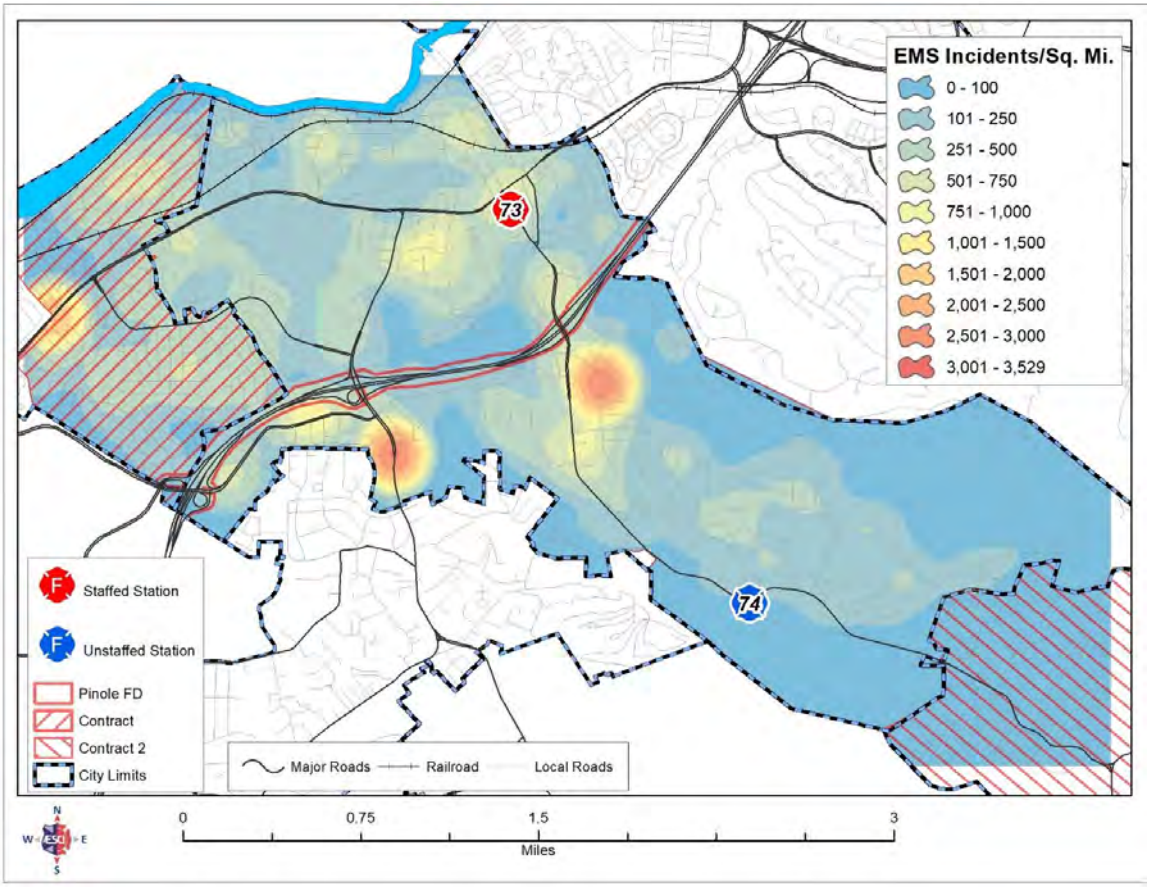
Figure 47: Emergency Medical Incidents, 2018, City of Pinole & Both Contract Areas



The incidents are widely scattered but primarily located in the northwestern portion of the PFD service area.

As shown previously, EMS calls are the primary incident type. The following figure displays emergency medical incidents per square mile during 2018.

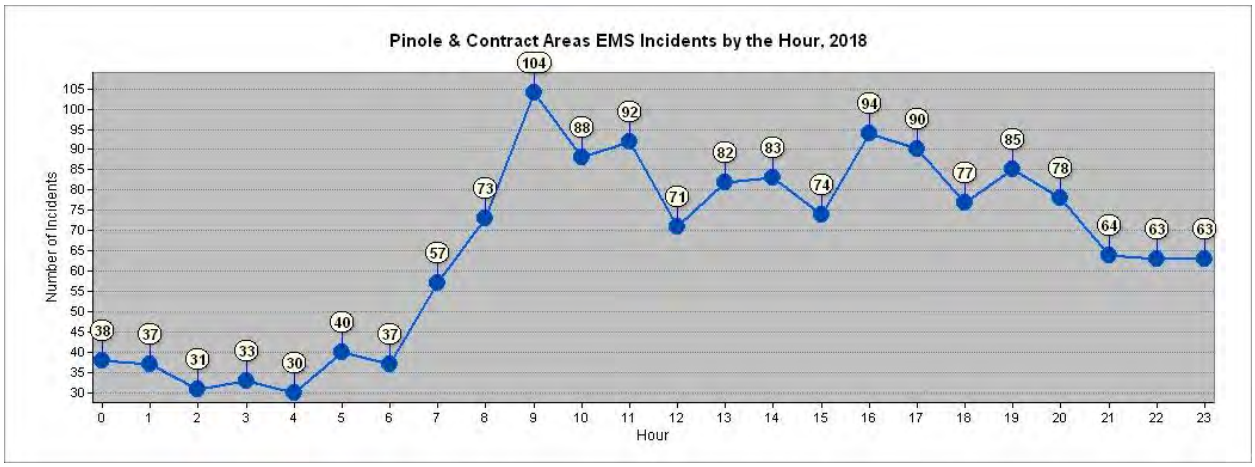
Figure 48: Emergency Medical Incidents per Square Mile, 2018, City of Pinole & Both Contract Areas



The previously identified areas of incident density re-appear, the commercial/retail area, the senior retirement home, and the senior mobile home park.

EMS response workload also varies by the hour of the day, as shown in the following figure. As it is the predominant type of incident, it closely follows the total workload by the hour of the day.

Figure 49: EMS Responses by Hour of Day, 2018, City of Pinole & Both Contract Areas



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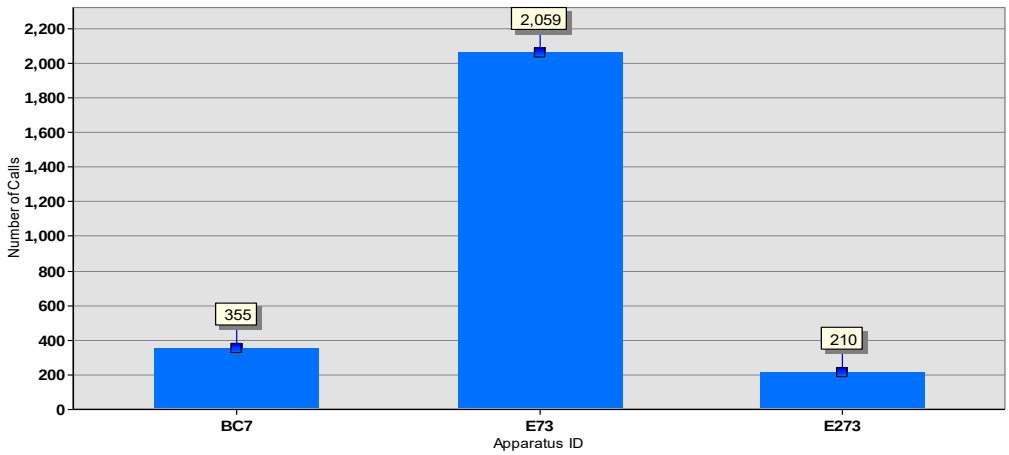
Unit Workload Analysis

A review of workload by response unit can reveal much about response time performance. Although fire stations and response units may be distributed in a manner to provide quick response, that level of performance can only be obtained when the response unit is available in its primary service area. If a response unit is already on an incident and a concurrent request for service is received, a more distant response unit will need to be dispatched. This will increase response times.

Response Unit Workload

The workload of individual response units during the study period is shown in the following figure. The individual response unit workload can be greater than the workload in its home station area. Many incidents, such as structure fires, require more than one response unit. The next figure depicts the total number of calls (2,272) received by PFD in 2018, regardless of jurisdiction.

Figure 50: PFD Response Unit Workload, 2018



As the only fully staffed apparatus, Engine 73 is naturally the busiest in the PFD. Not shown in the figure are Reserve Engines E73A and E473, which had limited use, with one and two calls, respectively.

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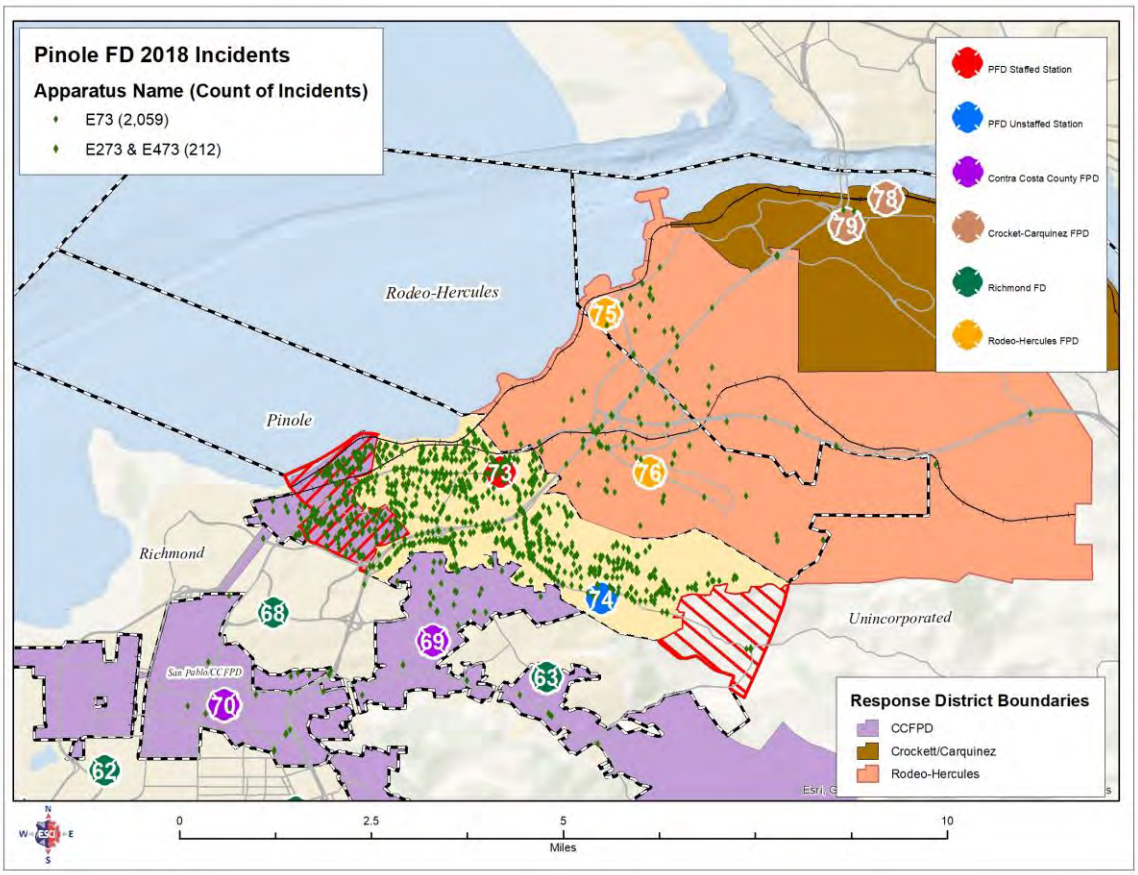
The following figure shows the extent of these calls, reaching from the Carquinez Bridge to San Pablo. In 2018, there were 2,020 incidents within the city and 401 calls outside of the City of Pinole.

Figure 51: PFD Incident Locations by Apparatus, 2018



The amount of time a given unit is committed to an incident is also an important workload factor. The following figure illustrates the average time each unit was committed to an incident, from initial dispatch until it was available for another incident. Multiple units responded to the same incident, such as the Battalion Chief and the Engine Crew. The more complex an incident, the greater the number of resources are required.

Figure 52: Average Time Committed to an Incident by Unit, 2018

Unit	Responses	Average per Response
Battalion 7	355	0:29:59 minutes
Engine 73	2,060	0:20:49 minutes
Engine 273	210	0:21:55 minutes

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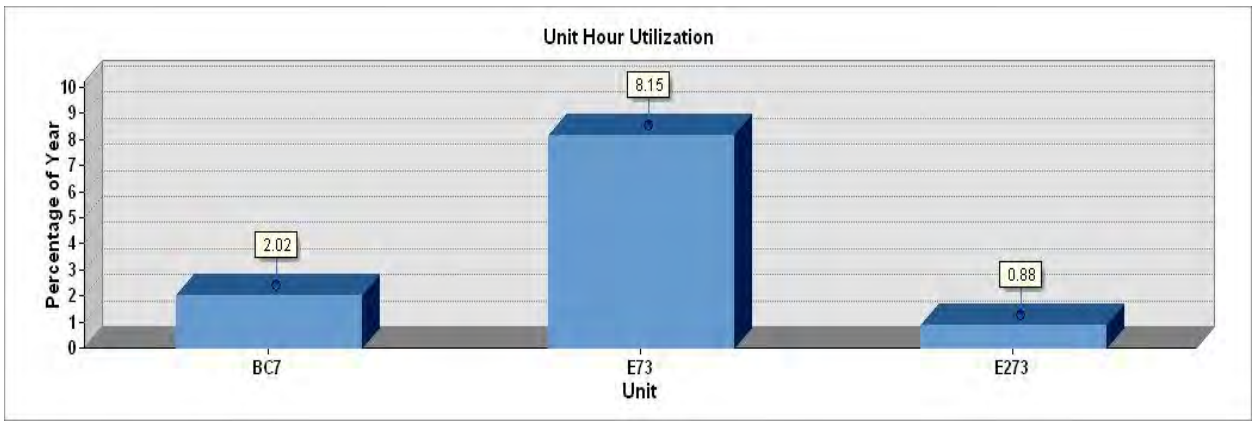
Unit Hour Utilization

Unit hour utilization (UHU) is an important workload indicator. It is calculated by dividing the total time a unit is committed to all incidents during a year divided by the total time in a year. UHU describes the amount of time expressed as a percentage that a unit is not available for a response since it is already committed to an incident. The larger the percentage, the greater a unit's utilization, and the less available it is for assignment to an incident. Unit hour utilization is an important statistic to monitor for those fire agencies using percentile-based performance standards, as does PFD. In PFD's case, where performance is measured at the 90th percentile, unit hour utilization greater than 10 percent means that the response unit will not be able to provide on-time responses to its 90 percent target, even if response is its only activity. While Pinole Engine 73 is not at 10 percent UHU at this time, absent the addition of a second engine in Pinole, it will most likely be at and exceed the threshold in a few years.

Figure 53: Unit Hour Utilization



Based on the historical incident data from 2009 to 2017, call volume is projected to increase by 3 percent per year, which, as mentioned above, did not include the Contract/Tara Hills incidents. Approximately 20 percent of the PFD incidents came from this area in 2018 incident data.

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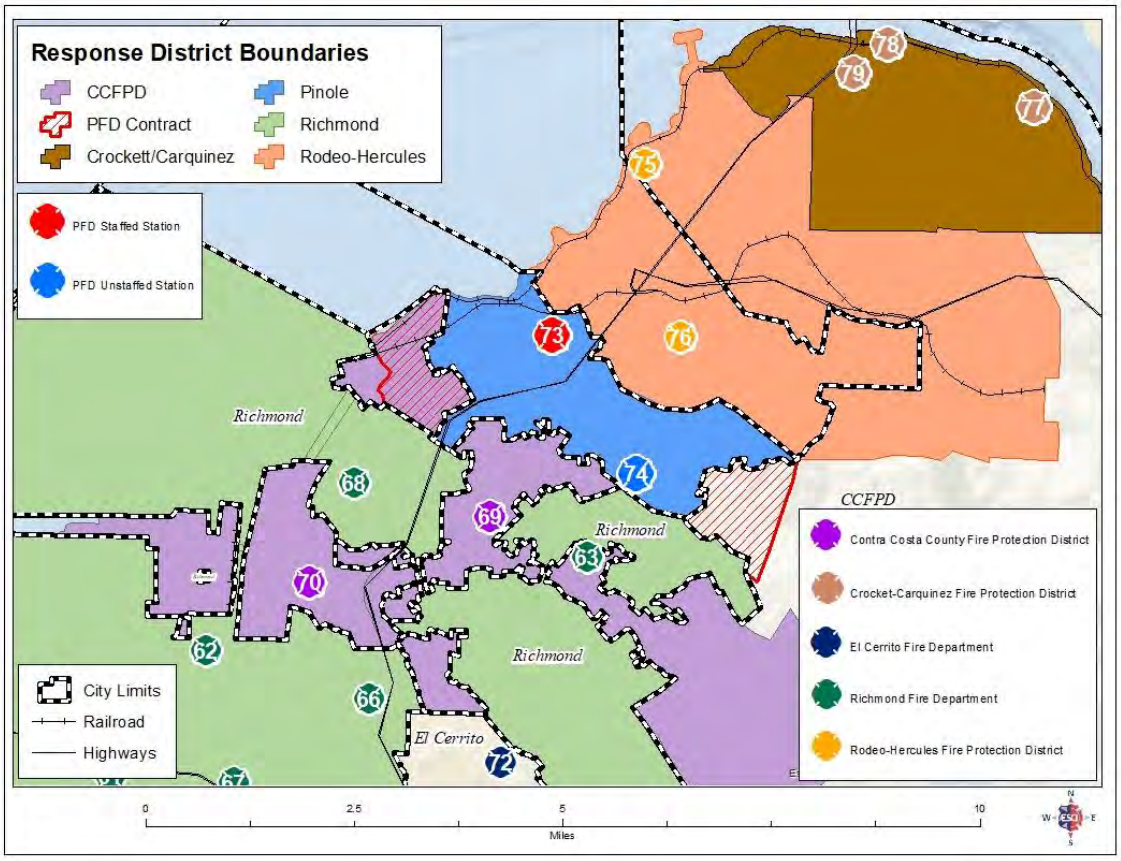
Distribution Study

Next, an overview of the current deployment strategy, which includes facility and apparatus locations, was analyzed using Geographic Information Systems (GIS) software to identify potential service gaps and redundancies of resources. The following figure is an overview of the PFD service area. PFD stations and nearby adjacent agency stations are displayed.

Figure 54: PFD Service Area



The City of Pinole encompasses approximately 11.6 square miles. Of that, 5.2 square miles are land, with the 6.4 sq. miles remainder comprised of the bay. The PFD provides service to the city as well as to the two contract areas depicted. PFD staffs one fire station located within the city.

An important consideration for fire departments and other service delivery organizations is to understand the location of population concentrations. If the majority of people live in a concentrated area, it is intuitive to anticipate that that area will also request the highest levels of service demand as calls for service are generally initiated by people.

The definitions per the Center for Public Safety Excellence Standards of Cover 6th edition:

- **Urban:** population of over 30,000 and or a population density of 2,000 per sq. mile
- **Suburban:** population of 10,000 to 29,000 and or a density of 1,000 to 2,000 per sq. mile
- **Rural:** population of less than 10,000 or 1,000 per sq. mile

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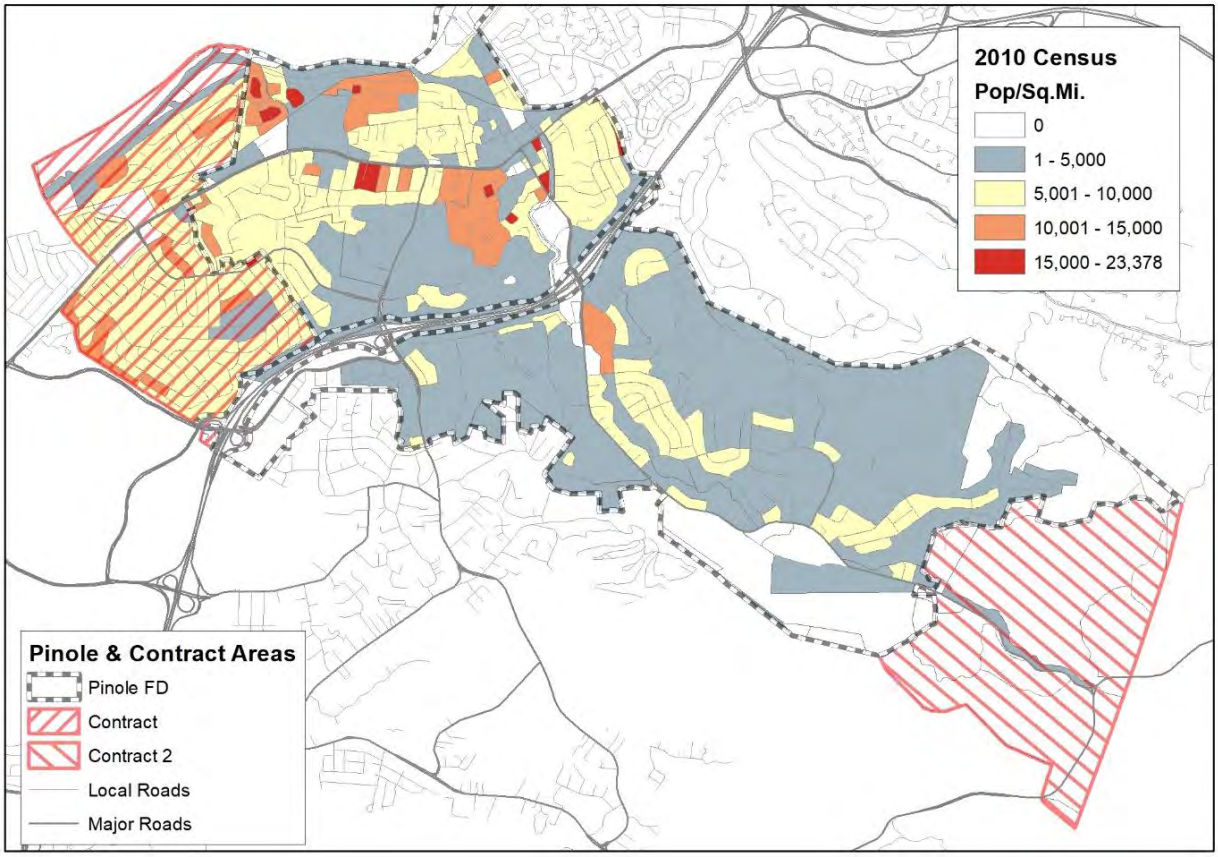
The following figure presents Pinole's population by census block, based on the 2010 census. Census data divides a census defined place, such as a city or county, into small areas known as *census blocks*. The boundaries follow natural or manmade features such as rivers, ridgelines, or roads. The area of a census block can be calculated in fractions of a square mile. The total counted population for each census block is divided by the area, resulting in an estimate of relative population density. The densest population area of the City of Pinole is in the northwest.

Figure 55: Population per Square Mile, 2012



The total population used in this study was 19,364, which is classified as Suburban. However, the density of various areas of Pinole shifts it into an Urban classification. The majority of Pinole has 2,000 to 5,000 people per square mile. However, much of the northwest area of the City of Pinole and the western contract area have population densities of greater than 5,000 people per square mile, which is classified as Urban. Pinole has a small but densely concentrated population.

Next, the distribution of PFD resources will be examined and compared to the Insurance Services Office (ISO) and the National Fire Protection Association (NFPA) criteria. These standards provide baseline criteria for comparison of PFD's deployment strategy. These are important standards for comparison because, while ISO criteria focus on fire suppression capabilities for insurance purposes, NFPA standards establish a foundation for overall system benchmarking for fire suppression, rescue, and other activities fire departments may be required to perform.

ISO Distribution

The ISO Public Protection Classification (PPC®) score was developed for communities to provide recommendations for key areas of improvement. The PPC system is a national system used by the New Jersey-based advisory organization ISO to provide insurance providers with a classification rating of a local community's fire protection. The PPC score classifies communities based upon a rating scale of 1 (best protection) to 10 (no protection) and assesses all areas related to fire protection broken into four major categories, which include: emergency dispatch and communications (10 points), water system supply and distribution capabilities (40 points), the fire department (50 points), and Community Risk Reduction (5.5 points).[15] The PPC score is developed using the Fire Suppression Rating Schedule (FSRS), which outlines sub-categories and the detailed requirements for each area of the evaluation.

The first component of ISO distribution is the ability of a fire department to arrive on-scene equipped with personnel, equipment, and sufficient water to effectively mitigate a fire. To determine whether a structure is eligible to receive a PPC rating better than 10, indicating that the fire department does not meet minimum ISO criteria for the structure to receive a rating, a service area of five road miles from the fire station is generally used. The only area of Pinole beyond five miles of a fire station is in the roadless southeast portion, as depicted in the following figure.

[15] ISO uses a 100-point grading scale, yet 105.5 total points area available to each agency. The Fire Service Rating Scale lists a large number of items (facilities and practices) that a community should have to fight fires effectively. The schedule is performance based and assigns credit points for each item. Using the credit points and various formulas, ISO then calculates a total score on a scale of 0 to 100 with 5.5 points being available as extra-credit.

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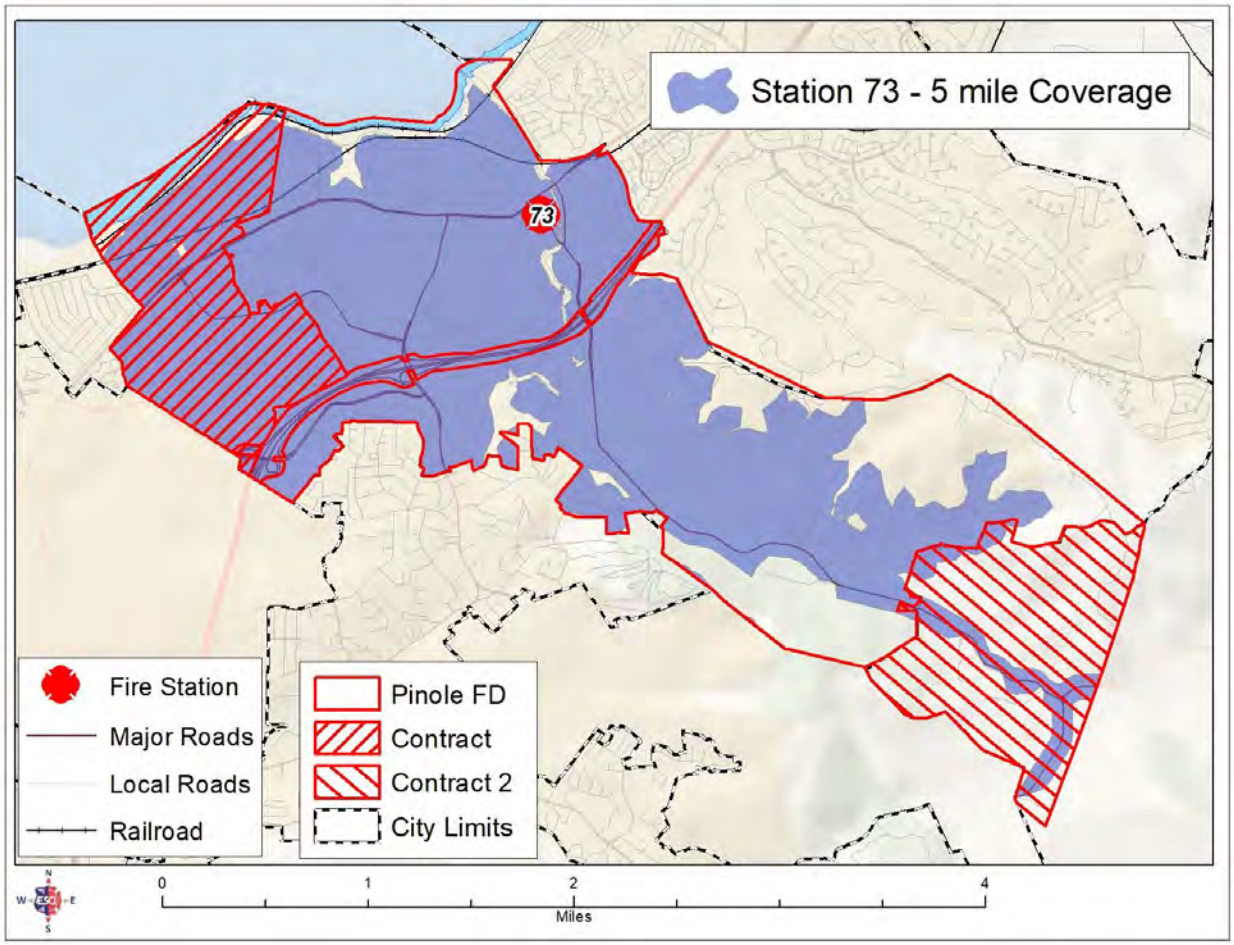
Figure 56: Pinole Fire Station73, 5-Mile ISO Coverage



The next figure illustrates 1.5-mile coverage from PFD Station 73. ISO is concerned with the provision of fire suppression services to the built-upon areas, meaning that ISO is less concerned with the protection of unpopulated regions of a service area that lack permanent structures.

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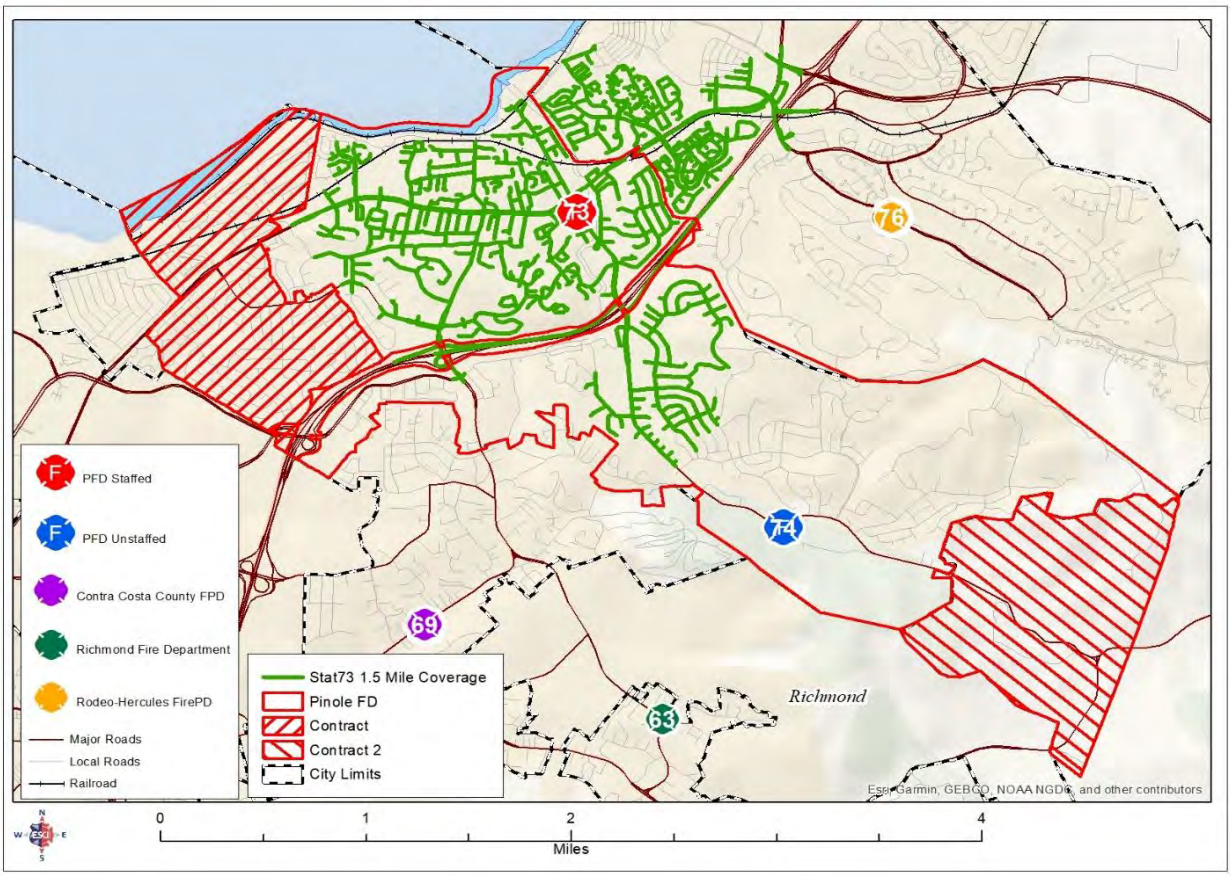
Figure 57: Fire Station 73, 1.5-Mile ISO Coverage



Much of the developed residential area in the eastern part of the city is beyond 1.5 miles of Station 73.

Like the maximum service area of engine companies shown in Figure 57, there is a maximum service area for ladder companies. The next figure illustrates the 2.5-mile maximum service area for the closest ladder company, Rodeo-Hercules FPD Station 76 for 1st Alarm and El Cerrito Station 71 for Mutual Aid.

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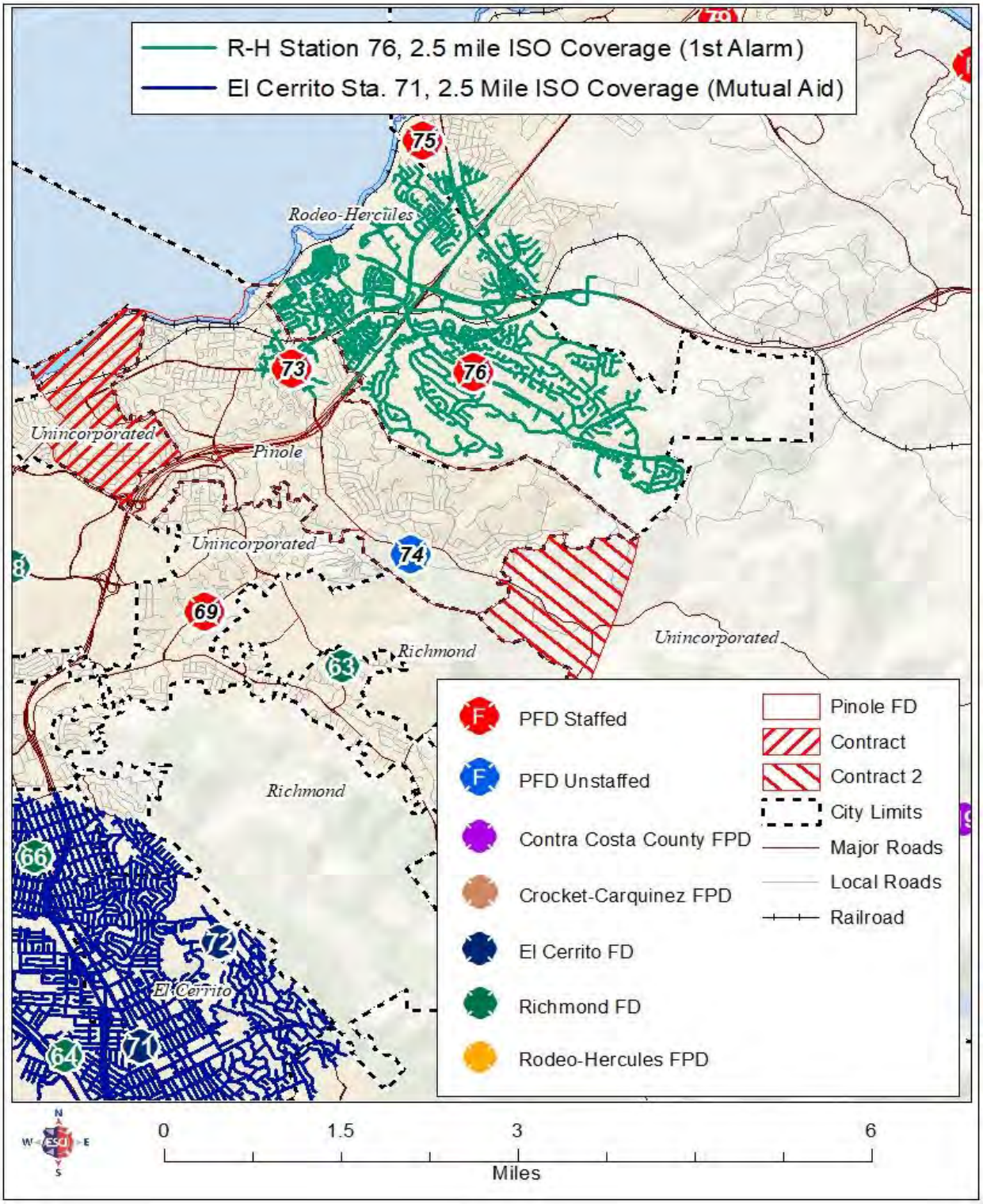
Figure 58: Fire Station Distribution, 2.5-Mile Ladder Company ISO Criteria



Neither ladder company can fully cover the PFD. RHFPD Ladder 76 extends approximately 0.5-mile into PFD, while the El Cerrito ladder would still be 4 to 5 miles away.

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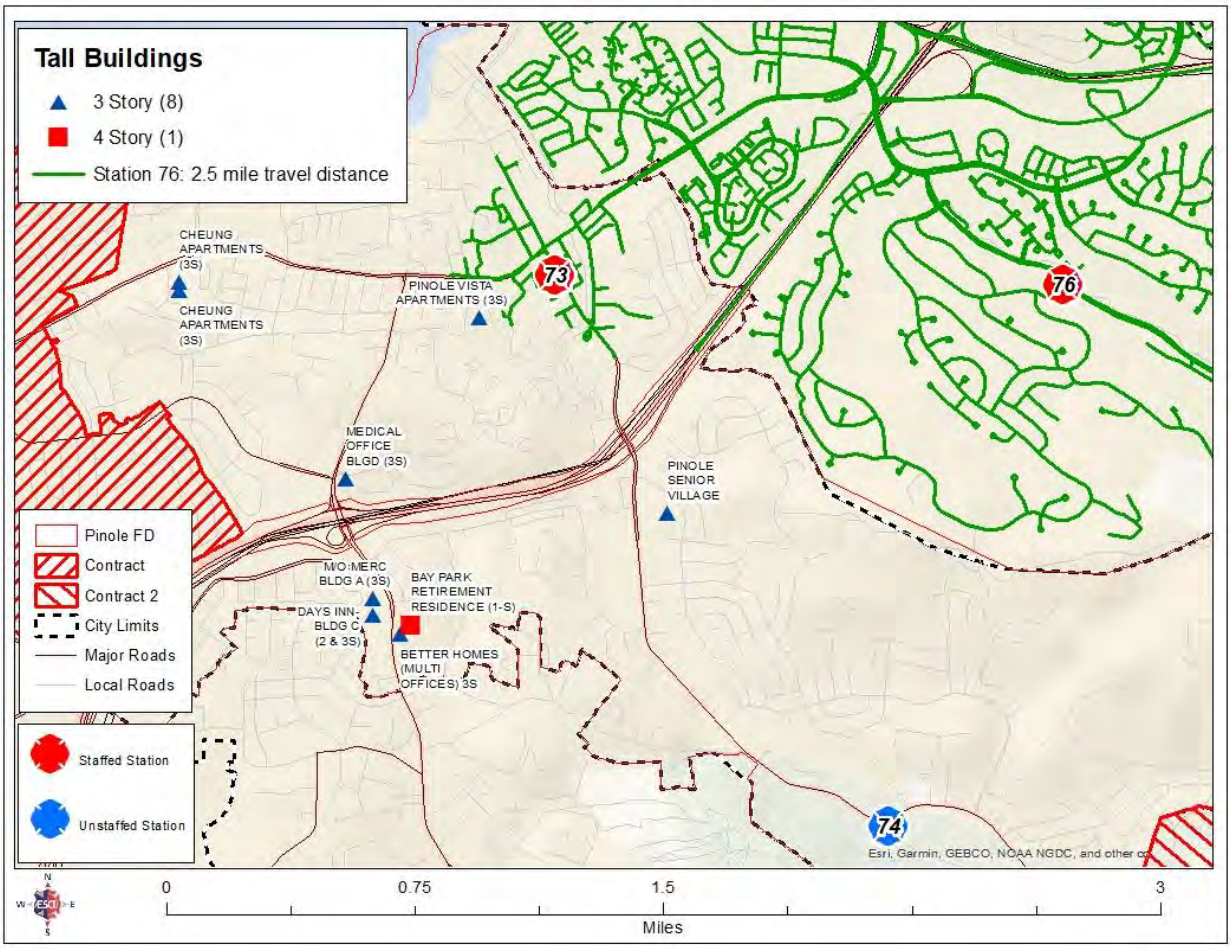
The following figure shows the 2.5-mile ISO coverage of three- and four-story buildings within the City of Pinole.

Figure 59: Detail of Station 76, 2.5 mi. ISO coverage for Pinole Three- & Four-Story Buildings



None of these taller structures are within this 2.5-mile coverage, although the Pinole Vista Apartments are a mere 300 feet further.

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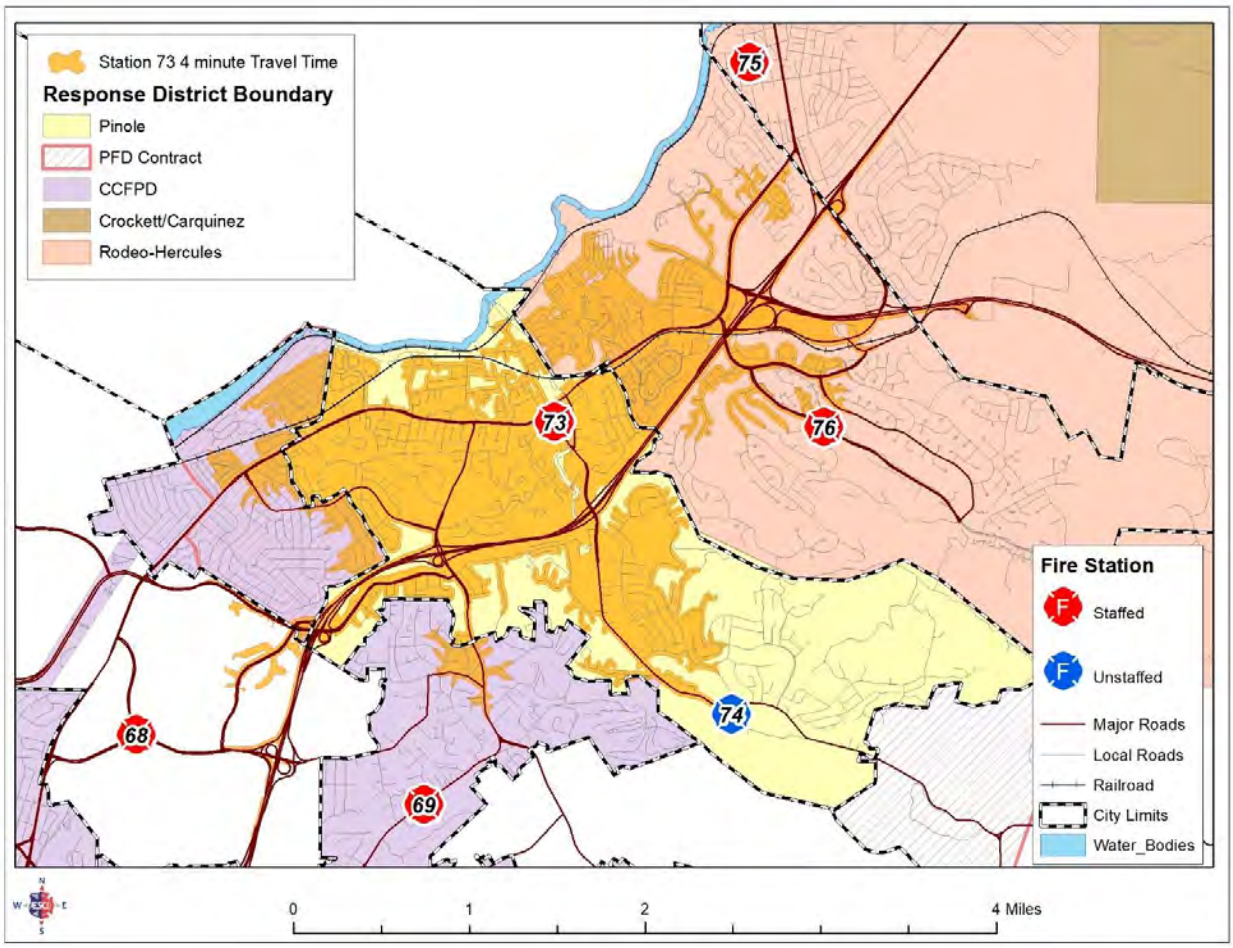
PFD Goals Distribution

While ISO criteria are focused on fire suppression activities exclusively, PFD's goals define expected performance for all response services. PFD advised ESCI to utilize NFPA standards. These standards establish a four-minute travel time objective for the arrival of the first capable response unit. This, and PFD's other response performance goals are measured using that same standard.

The following figure models four-minute travel time coverage using posted street speeds from PFD Station 73. The model travel time does not account for traffic congestion.

Figure 60: Station 73 Four-Minute Model Travel Time (Entire Response District)



A portion of the developed residential area in the southeast portion of the city is beyond the four-minute travel time footprint. The next figure shows the four-minute travel time footprint allocated to the closest station, should Station 74 be re-opened.

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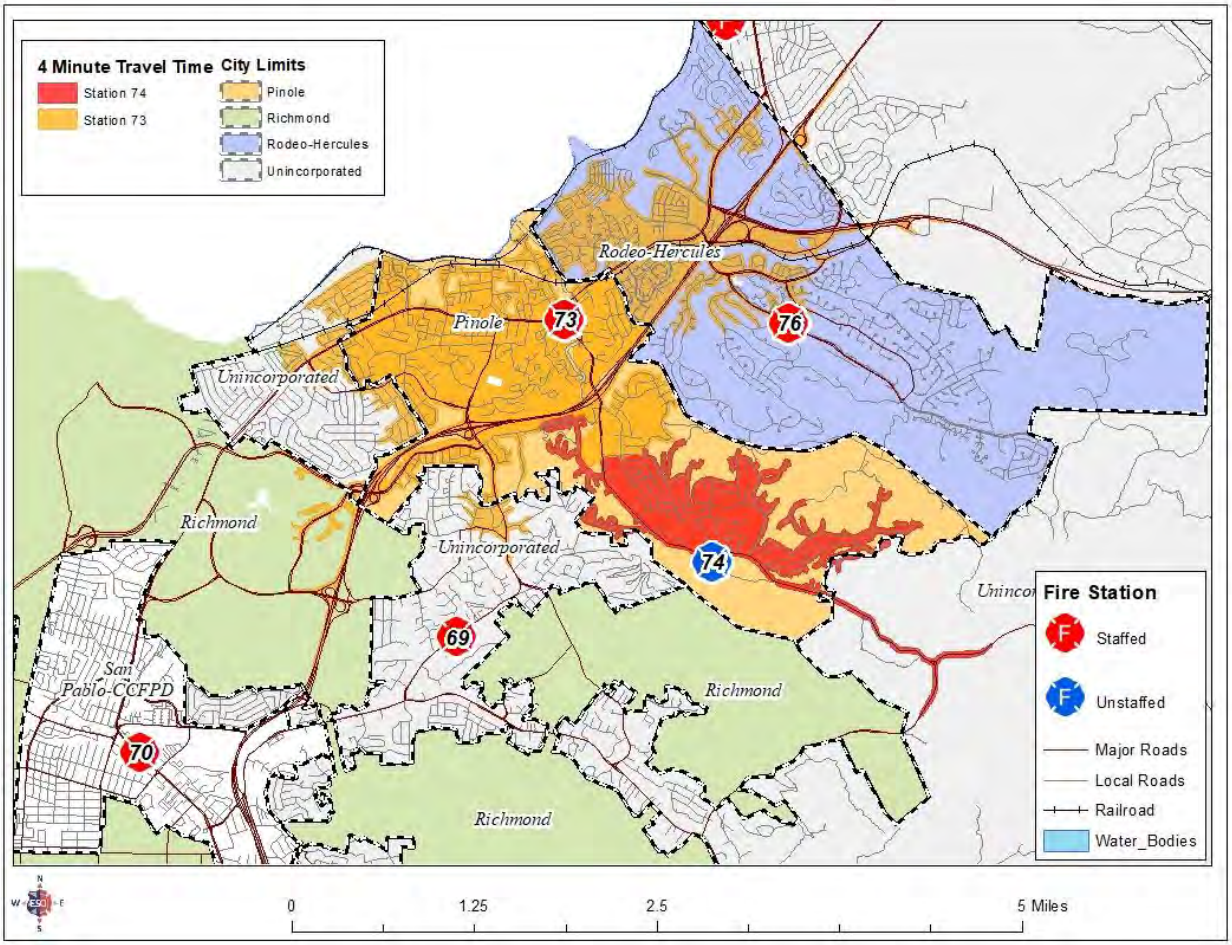
Figure 61: Station 73 & 74 Four-Minute Model Travel Time



Concentration & Effective Response Force Capability Analysis

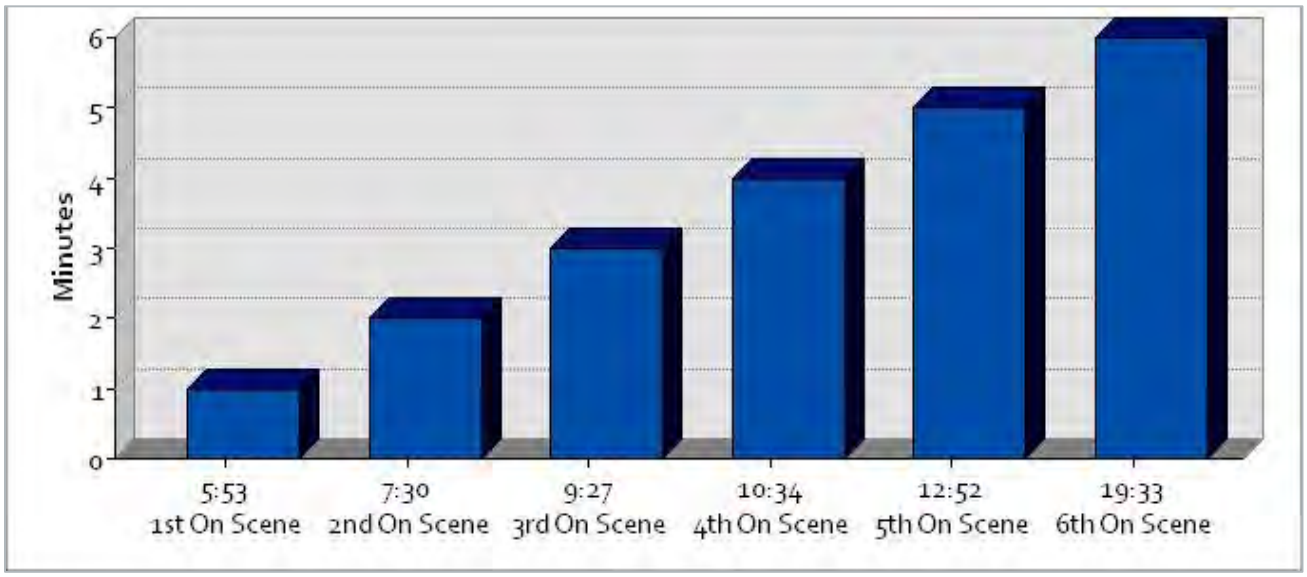
Effective Response Force (ERF) is the number of personnel and apparatus required to be present on the scene of an emergency to perform the critical tasks in a manner to effectively mitigate the incident without unnecessary loss of life or property. The ERF is specific to each type of incident and is based on the critical tasks that must be performed. Per NFPA 1710, a moderate risk building fire is modeled for this analysis.

The NFPA response time goal for the delivery of the full ERF to a moderate risk building fire is within 8 minutes, 90 percent of the time. PFD has defined the minimum full effective response force for moderate risk building fires as four fire engines, one ladder truck, and two Battalion Chiefs for a total of 21 firefighters. Eight minutes of travel time is allowed to assemble the defined, fully effective response force on the scene.

The next figure shows the ERF for the 20 structure fires that occurred in 2018, showing the 90th percentile travel time for the on-scene resources. The travel time is not cumulative, as the various resources could be traveling simultaneously. This figure includes the resources of five adjacent automatic aid stations.

Of the 20 structure fires, E73 was the first on-scene at 12 incidents (60%). E169 and E170 were the first on-scene at three incidents (15%); BC7 was the first on-scene at three incidents (15%), while E273 was first on-scene twice (10%).

Figure 62: Effective Response Force, Structure Fires, 90th Percentile, in the City of Pinole & Both Contract Areas



Engine 73 or BC7 was second on-scene at nine incidents (45%). None of the structure fire incidents achieved the 8-minute travel time standard for all apparatus arriving on-scene.

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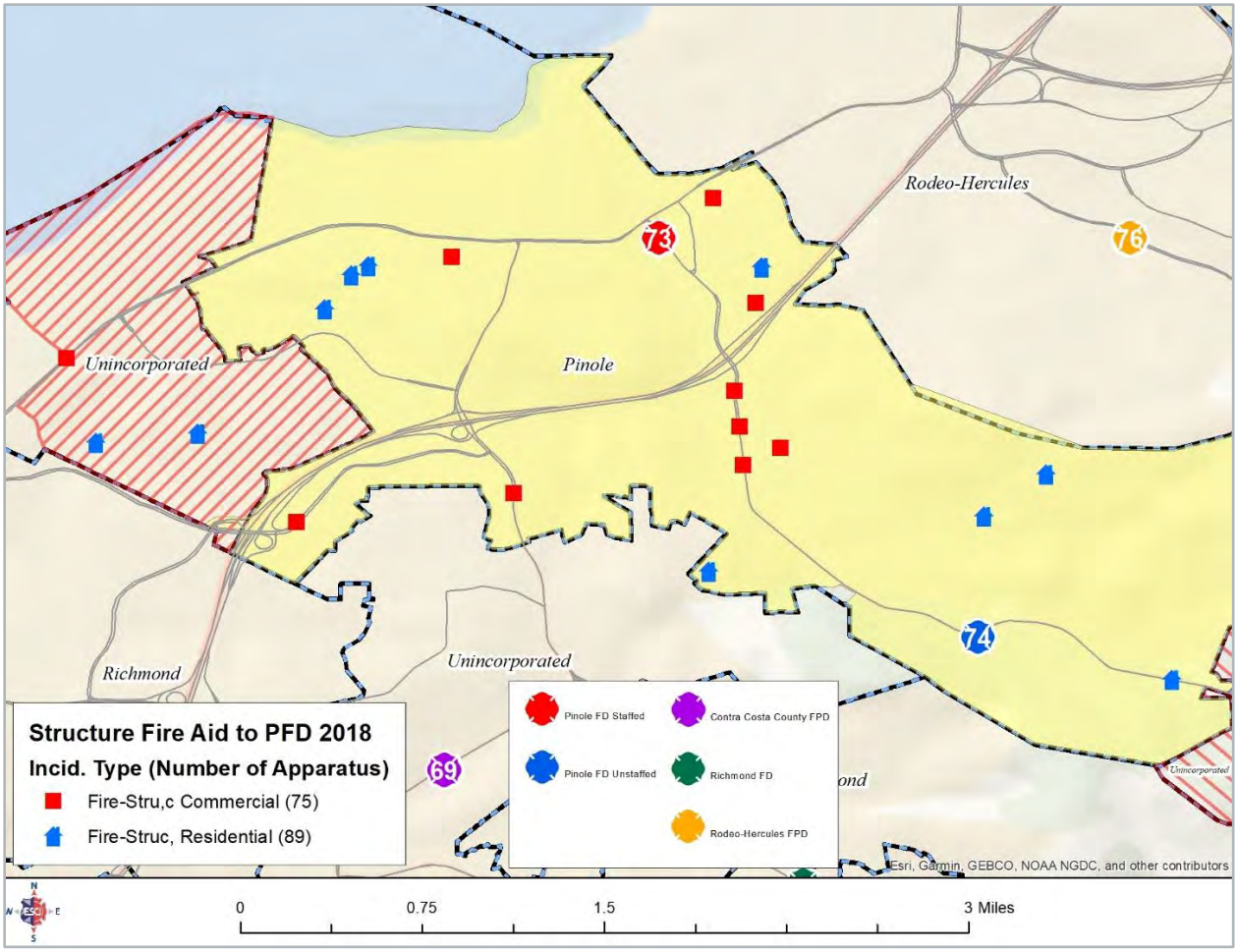
In 2018, PFD responded to 20 fires—10 commercial and 10 residential. The following figure shows the incident type and the total number of apparatus that were assigned for the year. Much of the incident data did not have timestamps for all the units assigned, possibly due to being canceled en route.

Figure 63: Structure Fire Aid to PFD, 2018



Using the data with complete arrival timestamps, there were two incidents, both residential fires, where a maximum number of firefighters on-scene were 14 or 15 firefighters, depending on how many firefighters were on the adjacent station's ladder trucks. None of the incidents achieved 21 firefighters on-scene.

Concurrency

One way to look at resource workload is to examine the number of times multiple incidents happen within the same timeframe in each station area. ESCI examined incidents during the study period to determine the frequency of concurrent events. This is important because concurrent incidents can stretch available resources and extend response times.

The following figure shows the number of times during the study period that one or more incidents occurred concurrently. This shows that in most cases (1,767), only one incident was in progress at a time. However, 568 times, there were two incidents in progress at the same time; 86 times, there were three or more incidents in progress at the same time, and once there were six incidents in progress at the same time.

Figure 64: Incident Concurrency, 2018 (By Time of Day)

Station	Incidents 9:00 a.m.–8:59 p.m.	Incidents 9:00 p.m.–8:59 a.m.	Incidents per hour 9:00 a.m.–8:59 p.m.	Incidents per hour 9:00 p.m.–8:59 a.m.
73	1,697	930	141	77

Figure 65: Incident Concurrency, 2018 (By Number of Concurrent Incidents)

City of Pinole & Both Contract Areas

Concurrent Incidents	Count
1	1,767
2	568
3	77
4	7
5	1
6	1

It is important to note that Pinole only staffs one response unit. As a result, anytime there is more than one incident, the City is dependent on outside aid.

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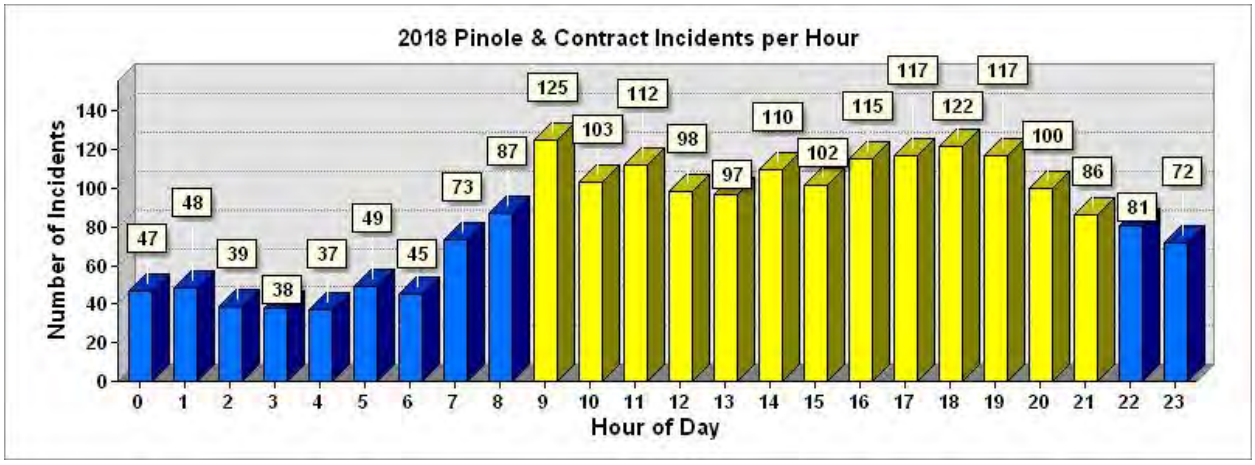
Peak workload periods occur every day of the week. The following figure illustrates the Station 73 workload by the time of day during the study period.

Figure 66: PFD Overall Incidents by Hour, 2018, Calls in the City of Pinole & Both Contract Areas



Performance Summary

Incident data for the period between January 1 and December 31, 2018, was evaluated in detail to determine PFD's current performance. Data was obtained from PFD incident reports and the dispatch center's computer-aided dispatch system.

Only incidents occurring within the PFD service area that were dispatched as a "priority" are included in the analysis. Priority incidents involve emergencies to which the fire department initiated a "code 3" (using warning lights and sirens) response (1,706 incidents during 2018). Incidents initially dispatched as non-emergency responses were excluded. Performance is reported based on the final determination of the incident type, which may be different than how it was initially dispatched. For example, a person may report smoke coming from a building that turns out to only be steam. It may have been dispatched as a structure fire, but its final type would be reported as "good intent."

Each phase of the incident response sequence was evaluated to determine the current performance. This allows an analysis of each phase to determine where opportunities might exist for improvement.

The total incident response time continuum consists of several steps, beginning with the initiation of the incident and concluding with the appropriate mitigation of the incident. The time required for each of the components varies. The policies and practices of the Department directly influence some of the steps.

ESCI compared PFD's response performance to the national consensus standard for response performance found in the NFPA 1710*: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, 2010 Edition. ESCI compared the various primary answer points and CCRFCC performance to the PFD's goals as well as standards found in NFPA 1221: *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, 2013 Edition.

The following figure summarizes the performance standards found in the National Fire Protection Association (NFPA) documents.

Figure 67: Summary of NFPA Performance Standards

Incident Interval	Performance Goal
911 call answer time (time from the first ring to answer)	Within 15 seconds, 95% of the time Within 40 seconds, 99% of the time
Call transfer time (time from the answer to acceptance at the secondary dispatch center)	Within 30 seconds, 95% of the time
Call process time (time from acceptance at the dispatch center until notification of response units)	Within 70 seconds, 90% of the time
Turnout time (time from notification of response personnel until the initiation of movement towards the incident)	Within 60 seconds, 90% of the time
First unit travel time (time from initiation of response until the arrival of the first unit at the incident)	Within 4 minutes, 90% of the time
First unit response time (time from dispatch until the arrival of the first unit at the incident)	Within 5 minutes, 90% of the time
Full effective response force travel time (time from dispatch until all units initially dispatched arrive at the incident. Response resources needed for a moderate risk building fire are used for the evaluation.)	Within 8 minutes, 90% of the time

In keeping with NFPA 1710 and 1221, all response time elements are reported at a given percentile. Percentile reporting is a methodology by which response times are sorted from least to greatest, and a "line" is drawn at a certain percentage of the calls to determine the percentile. The point at which the "line" crosses the 90th percentile, for example, is the percentile time performance. Thus, 90 percent of times were at or less than the result. Only 10 percent were longer.

Percentiles differ greatly from averages. Averaging calculates response times by adding all response times together and then dividing the total number of minutes by the total number of responses (mean average). Measuring and reporting average response times is not recommended. Using averages does not give a clear picture of response performance because it does not clearly identify the number and extent of events with times beyond the stated performance goal.

What follows is a detailed description and review of each phase of the response time continuum. All phases will be compared to the NFPA performance goals.

Call Processing

Most emergency incidents are reported by telephone to the 911 center. Call takers must quickly elicit accurate information about the nature and location of the incident from persons who are apt to be excited. A citizen well-trained in how to report emergencies can reduce the time required for this phase. The dispatcher must identify the correct units based on incident type and location, dispatch them to the emergency, and continue to update information about the emergency while the units respond. This phase begins when the 911 call is answered at the primary Public Safety Answer Point (PSAP) and ends when response personnel are notified of the emergency. This phase, which has two parts, is labeled "call processing time."

NFPA 1221 recommends that 911 calls be answered within 15 seconds, 95 percent of the time (within 40 seconds, 99 percent of the time) and then be transferred to the dispatch center within 30 seconds, 95 percent of the time (within 40 seconds, 99 percent of the time). None of the primary PSAPs provided information necessary to quantify current performance at this time.

The second part of call processing time, dispatch time, begins when the call is received at the dispatch center (CCRFCC) and ends when response units are notified of the incident. PFD's goal prescribes that this phase should occur within 70 seconds, 90 percent of the time.

The following figure illustrates performance by CCRFCC from the time it receives the call until it notifies response units. Overall performance was 2 minutes, 15 seconds, 90 percent of the time.

Figure 68: CCRFCC Dispatch Time Performance, Calls in the City of Pinole & Both Contract Areas

Incident Type	Processing Time
EMS	0:02:25
Fire	0:01:57
Other	0:01:47
All Types	0:02:15

Turnout Time

Turnout time is a response phase controllable by the fire department. This phase begins at the notification of an emergency in progress by the dispatch center and ends when personnel and apparatus begin to move towards the incident location. Personnel must don appropriate equipment, assemble on the response vehicle, and begin travel to the incident. Good training and proper fire station design can minimize the time required for this step.

The NFPA performance goal for turnout time is within 90 seconds, 90 percent of the time. The following figure lists turnout time for all incidents as well as specific incident types.

Figure 69: PFD Turnout Time Performance, Calls in the City of Pinole & Both Contract Areas

Incident Type	Turnout Time
EMS	0:00:53
Fire	0:02:15
Other	0:01:36
All Types	0:01:28

Turnout time for all incidents is within 1 minute, 28 seconds, 90 percent of the time, meeting their performance goal. The turnout time for fire incidents is above the performance goal.

Distribution and Initial Arriving Unit Travel Time

Travel time is potentially the longest of the response phases. The distance between the fire station and the location of the emergency influences response time the most. The quality and connectivity of streets, traffic, driver training, geography, and environmental conditions are also factors. This phase begins with the initial apparatus movement towards the incident location and ends when response personnel and apparatus arrive at the emergency's location. Within the NFPA goal, 4 minutes is allowed for the first response unit to arrive at an incident.

PFD and automatic aid units are selected for the response to an incident based on a calculation by the dispatch computer system to determine the unit that will have the shortest travel time. This method ensures the shortest possible travel times.

The following figure lists travel time for all priority incidents, as well as specific incident types, for all units responding to the City of Pinole and the two contract areas.

Figure 70: Travel Time Performance, First Arriving Unit, Incidents in the City of Pinole & Both Contract Areas

Incident Type	90% Percentile Travel Time
EMS	0:07:45
Fire	0:08:01
Other	0:07:55
All Types	0:07:45

Overall, travel time for all incidents within the city for all responding units is within 7 minutes, 45 seconds, 90 percent of the time. This does not meet the performance objectives. It is unknown what causes the lengthy travel time, whether it is congested traffic, traffic signal timing, or steep terrain issues.

Travel Time Performance by Region

Travel time performance by region is variable and influenced by a number of factors, including individual station area workload and the number of times a station must cover another station's area. Additional factors include the size of the station area and the street system serving it. More highly connected, grid-patterned street systems contribute to faster response times than do areas with meandering streets with numerous dead-ends.

The following figure evaluates travel time performance by sub-area using Inverse Distance Weighting analysis (IDW). This process uses travel time for known points (actual incidents) to predict travel time for the area surrounding the actual incident. Better performance is generally noted near fire stations, with progressively longer response times for those incidents more distant from the stations.

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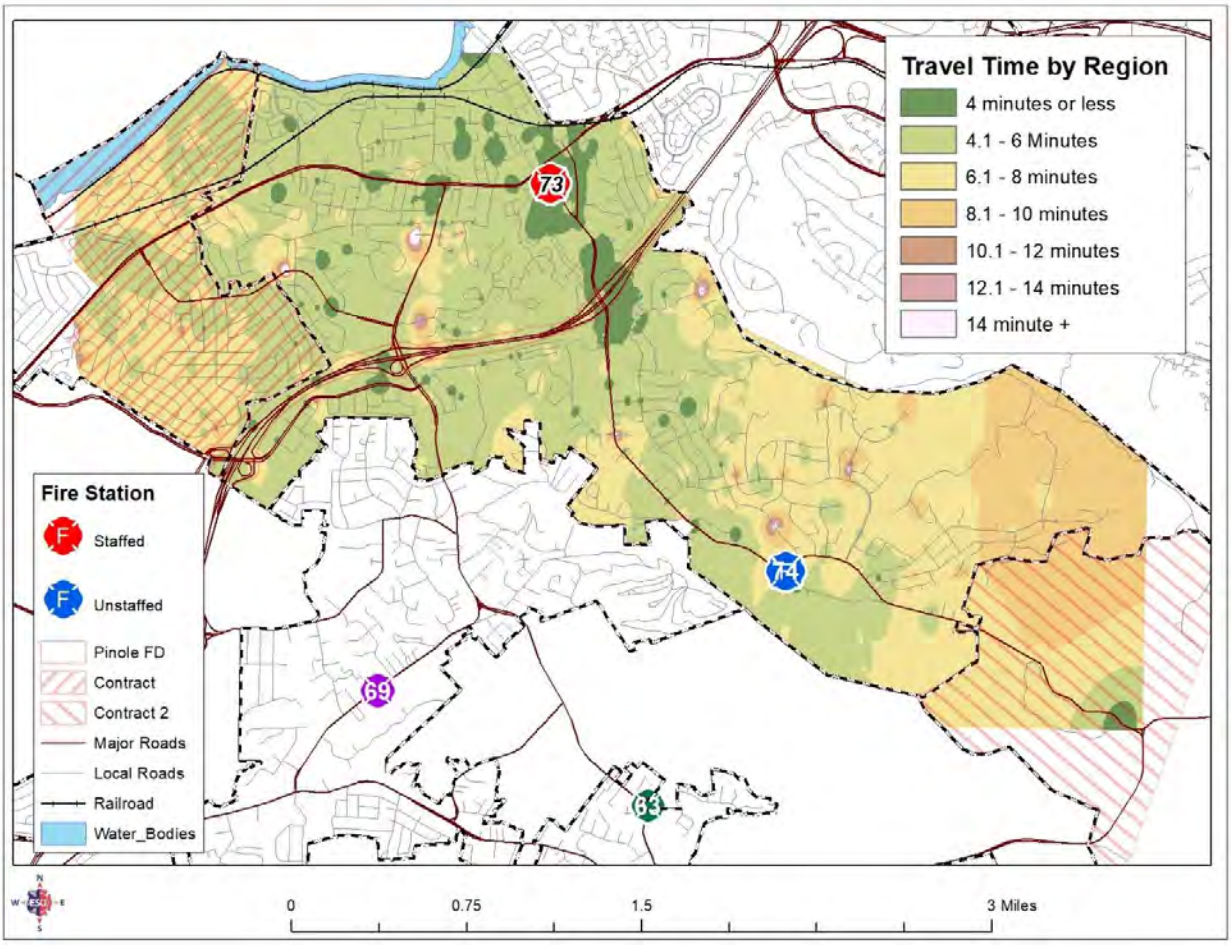
Figure 71: Actual Travel Time Performance by Region, Calls in the City of Pinole & Both Contract Areas



The four-minute travel time objective is generally met near the fire station, with progressively longer travel times at further distances. The pockets of 10 to 12-minute travel times near the station do correspond to hilly locations with many turns to reach the interior of a neighborhood.

First Arriving Unit Response Time

Response time is defined as that period between the notification of response personnel by the dispatch center that an emergency is in progress until the arrival of the first fire department response unit at the emergency. When turnout time and travel time are combined, the NFPA performance goal for response time is within 5 minutes, 90 percent of the time.

The following figure illustrates the response time for all priority incidents as well as specific incident types during 2018.

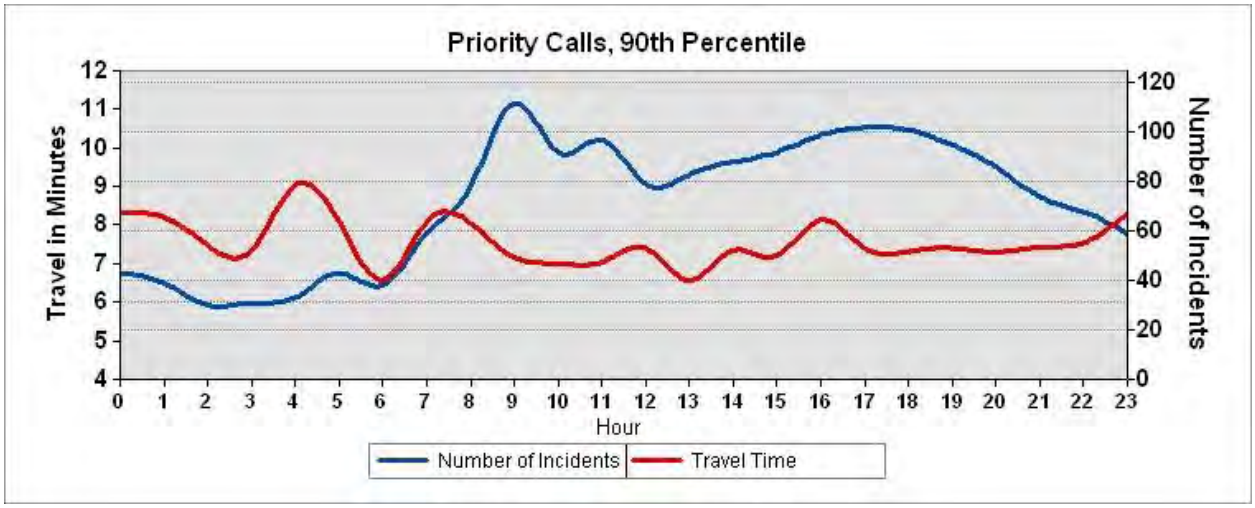
Figure 72: Response Time Performance, First Arriving Unit, Calls in the City of Pinole & Both Contract Areas

Incident Type	Time
EMS	00:08:11
Fire	00:09:32
Other	00:08:37
All Types	00:08:17

Overall, response time for all priority incidents was within 8 minutes, 17 seconds, 90 percent of the time.

The following figure represents the number of calls in 2018, where the travel time was greater than 4 minutes. There are notable spikes at the commute hours, 7 to 9 a.m. and again from 5 to 8 p.m.

Figure 73: PFD Number of Calls Over a Four-Minute Travel Time by the Incident Hour, Calls in the City of Pinole & Both Contract Areas



First Arriving Unit Received to Arrival Time

From the customer's standpoint, response time begins when the emergency occurs. Their first contact with emergency services is when they call for help, usually by dialing 911. Received to arrival time combines answer/transfer, call processing, turnout, and travel time. As described in the "Call Processing" discussion in this section, data for call answer and transfer time is not available. The time the call was "received" will either be the actual answer time for calls created by PSAPs other than CCRFCC or the time CCRFCC received the call transferred by another agency. When the PFD performance goals are combined, received to arrival time should be within 6 minutes, 90 percent of the time.

The next figure shows received to arrival performance during 2018 at the 90th percentile for priority incidents within the PFD service area. Overall, received time to arrival time is within 9 minutes, 55 seconds, 90 percent of the time.

Figure 74: Received to Arrival Time, First Arriving Unit Calls in the City of Pinole & Both Contract Areas

Incident Type	Time
EMS	00:10:00
Fire	00:10:30
Other	00:09:33
All Types	00:09:55

Second Unit Arrival Time

The PFD fire engine is staffed with three personnel. Safety regulations require that at least four firefighters be on scene before firefighters can enter a burning building. The only exception is if it is known that a person is inside the building and needs to be rescued. Current staffing levels at PFD require the arrival of a second response unit before non-rescue interior firefighting activities can be initiated.

Incident data for building fires during the study period were analyzed to determine the time the second response unit arrived on the scene. The data indicated that the second unit arrived on the scene of a structure fire within 6 minutes, 45 seconds, 90 percent of the time.

The dispatch data uses a priority coding system for incidents, as shown in the following figure.

Figure 75: CCRFCC Priority Codes

Priority	Description
1	P1 Emergency
2	P2 Emergency
3	P3 Urgent
4	P4 Routine
5	P5 Non-Emergency
6	P6 Non-Emergency
7	P7 Triage status that should be updated to another priority during call taking.
8	P8 No Response
9	P9 Test

Priority 1–4 are Code 3, "lights/sirens." All other priorities are Code 2, no lights/sirens.

The following figure shows the 2018 incidents within the City of Pinole and the two contract areas where adjacent fire agencies were dispatched. There were 3,860 dispatch requests for aid from adjacent fire agencies. This number reflects the dispatch of multiple units not the total number of calls.

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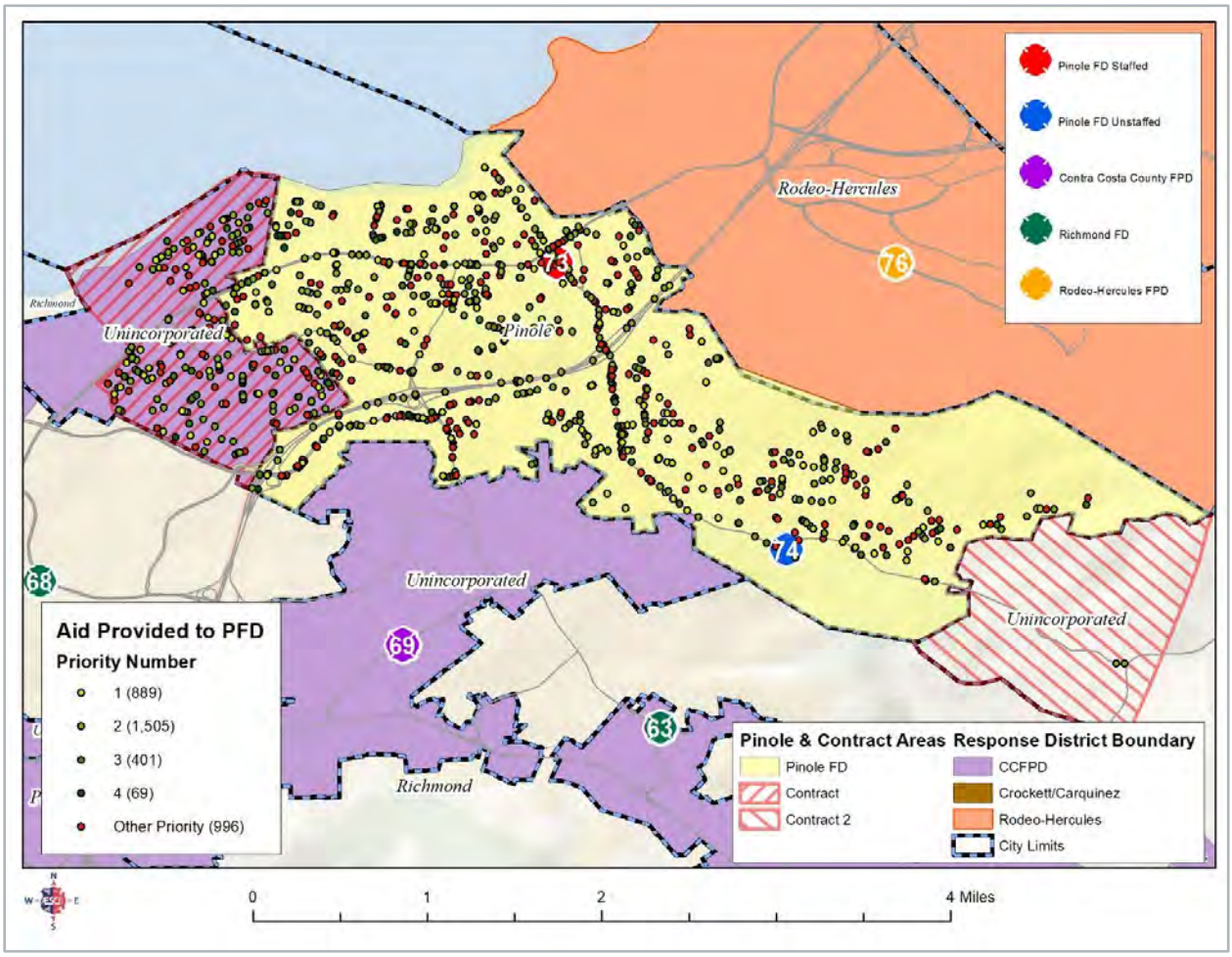
Figure 76: Dispatched Aid for PFD, Calls in the City of Pinole & Both Contract Areas



Of those 3,860 requests, 940 incidents did not have a timestamp for "Arrived on Scene"—perhaps these units were canceled en route. The adjacent fire agency units that responded to the remaining 2,920 incidents are shown in the following figure.

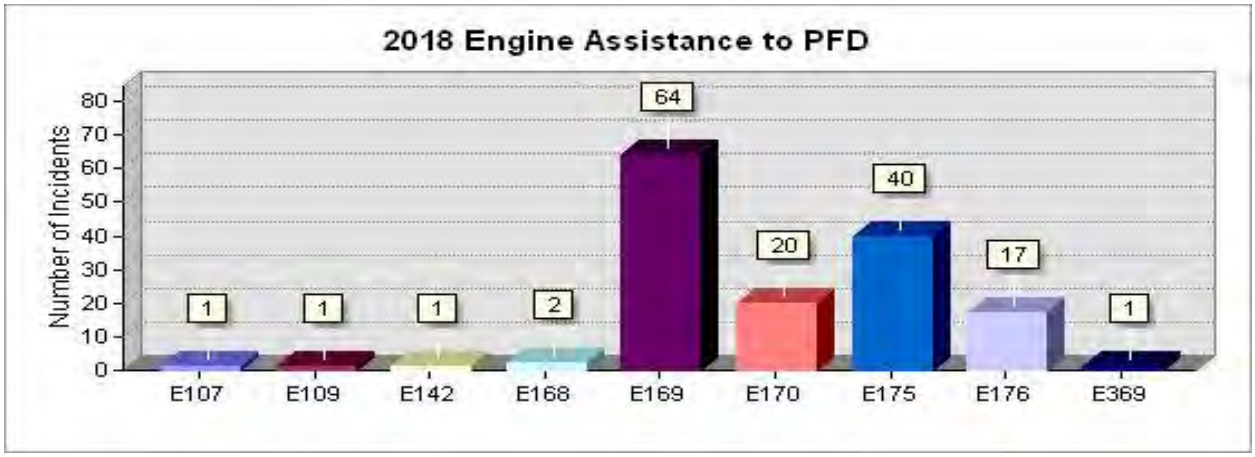
Figure 77: Adjacent Fire Agency Assistance, *PFD available*

Unit	# of Requests	Unit	# of Requests	Unit Name	# of Requests
E169	124	E163	2	E1676	1
Q176	82	E168	2	E369	1
E175	52	E178	2	E372	1
E176	20	E375	2	E376	1
E170	12	E378	2	E379	1
R369	8	1122	1	HM21	1
SQ70	7	BC4	1	HM4	1
BC71	5	E107	1	T114	1
BC64	2	E142	1	USCG	1

In 2018, 27 different fire agency units responded to PFD, while PFD was available. CCFPD Station 69's engine was the most frequent responding engine at 124 requests.

On occasion, the engine from Station 73 was not available to respond to an incident as it had not been cleared from a previous incident. Available engines from the adjacent agencies were dispatched to the City of Pinole and the two contract areas in their stead. The following figure shows the frequency of adjacent agencies' assistance.

Figure 78: Adjacent Fire Agency Engine Assistance, *PFD not available*



Again, the engine from CCFPD Station 69 was the most frequent responder when E73 was not available, followed by the engine from Rodeo-Hercules Station 75.

The adjacent agencies' engines were dispatched to a variety of incident types, as the next figure shows.

Figure 79: Incident Types; *PFD not available*

Incident Type	Number of Incidents
5150 PD Request	2
EMS—Alpha (Fall)	1
EMS—Alpha *Code 2	4
EMS—B Ltd	2
EMS—Bravo	12
EMS—Charlie	31
EMS—Delta	39
EMS—Echo	1
EMS—Richmond	2
EMS—Alpha Code 2 With Engine	2
EMS—Medical Emergency	1
Fire—Veh Large	3
Fire Alarm—Commercial	6
Fire Alarm—Residential	7
Fire Exterior	2
On View	4
Single Engine C2	2
Single Engine C3	5
Veh Accident Motorcycle	4

The most frequent type of incident of the adjacent fire agencies' response was a variety of EMS incidents.

The following information relates to codes utilized for EMS calls shown in Figure 79.

Figure 80: List of Common Emergency Medical Dispatch (EMD) Codes Used by Most Dispatch Agencies in the United States

Code	Type	BLS/ALS	Emergency Status
Alpha	Non-Life-Threatening	Basic Life Support	Non-Emergency
Bravo	Possibly Life-Threatening	Basic Life Support	Emergency
Charlie	Life-Threatening	Advanced Life Support	Emergency
Delta	Serious Life Threat	Advanced Life Support	Emergency
Echo	Life Status Questionable	Closest Available (Multiple Resources Sent)	Emergency
Omega "Ω"	Public Assist Only	Basic Life Support	Non-Emergency

FUTURE SYSTEM DEMAND PROJECTIONS

The City provided a population forecast. Future population growth for Pinole is forecast to average 0.79 percent per year through 2050. Using this estimate, the city's population could reach 22,228 by 2050. This projection is based on historical growth. Future growth projections have not been available from other sources. It is unlikely that actual projections will differ much unless city zoning density increases occur.

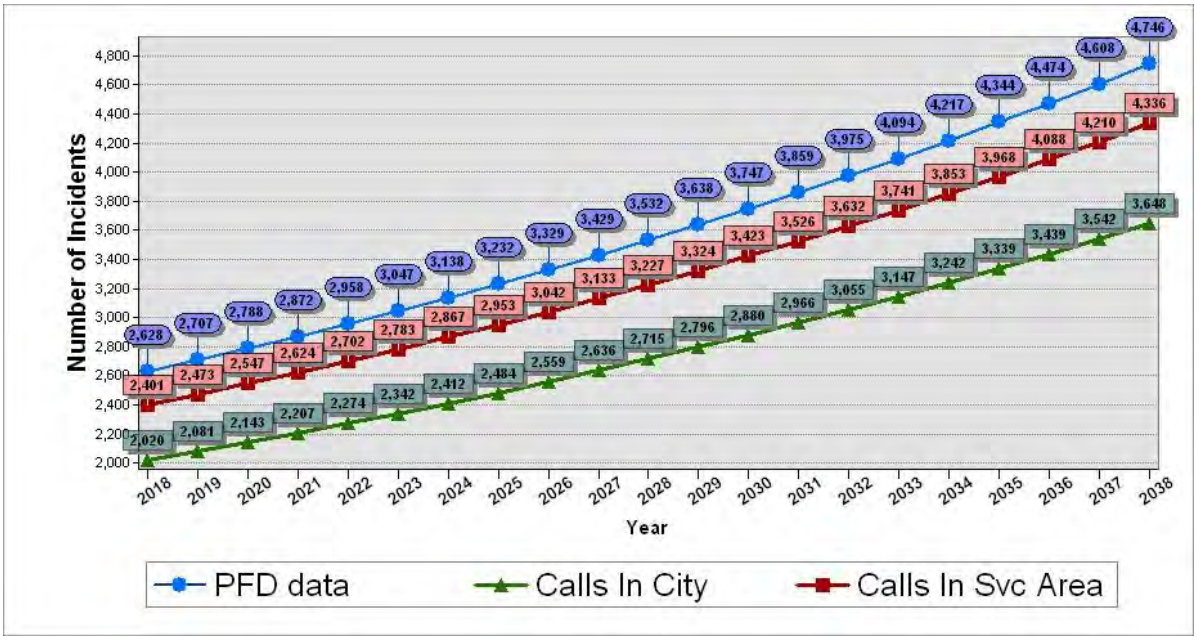
Incident Workload Projection

The most significant predictor of future incident workload is population and historical call volume; 100 percent of requests for emergency medical service is people driven. The National Fire Protection Association reports that approximately 70 percent of all fires are the result of people either doing something they should not have (i.e., misuse of an ignition source) or not doing something they should have (i.e., failure to maintain equipment). It is reasonable to use forecast population growth to predict future fire department response workload.

The current department services utilization rate is 110 incidents per 1,000 population; the PFD has a higher than the regional median number of calls per 1,000 population but slightly lower than the urban high range.

The utilization of fire department services is expected to grow modestly over time at a rate of about 3 percent per year based on the nine years of historical incident data. This, plus expected population growth, will increase the PFD's workload, as shown in the following figure. Response workload could reach approximately 4,300 responses per year by 2038, driven primarily by requests for emergency medical care. Figure 81 utilizes three data sets to provide response forecasts. PFD data is based on the fire department's fire records management system. "Calls in the City" used call history within the city limits, and "Calls in the Service Area," used data from within the city limits and the contract areas.

Figure 81: Response Forecast, 2018–2038



Community Risk Factors

This section analyzes risks that are present within the study area that potentially threaten people and property. These risks are identified to assist the study area agency in planning where to locate response resources in the types and numbers necessary to effectively respond to likely emergencies. While not all hazards of individual occupancies can be considered—that is beyond the scope of the study—there are risks that seem to be relevant to the area. ESCI recommends that the department be aware of and rate the hazard and risks in terms of frequency and severity within the jurisdiction.

The City of Pinole fire service area has many risks, including the shoreline, a significant wildland interface, underground pipelines, a freeway, and a railroad. The arrangement of the service area is constrained by topography such that few areas have grid coverage from the Pinole Fire Station and neighboring automatic aid from other fire departments. Due to this configuration, the response is funneled through gateways at the foot of each valley. Significant challenges and risks exist in the City of Pinole.

The following figure represents a method of identifying and analyzing risks within Pinole. This figure should be reviewed annually by department leadership with the goal of improvement through the continuous re-evaluation of the risks facing the city.

Figure 82: Risk Identification and Analysis Process[1]

Step	Action
Hazard Identification	Identify hazards.
	What is the probability this hazard will occur?
	Is this hazard a significant threat to your jurisdiction?
	Approximately how often does this hazard occur in your jurisdiction?
Vulnerability Assessment	For each hazard identified in the hazard identification process, consider each of the five factors. Factor 1: Danger/Destruction/Personal harm Factor 2: Economic Impacts Factor 3: Environmental Impacts Factor 4: Social Impacts Factor 5: Political Considerations
	Score the vulnerability of this hazard.
	Reconsider the priority of each hazard based on vulnerability.
Risk Rating Score	Risk Rating = Probability[2] X Vulnerability[2]

[1] Adapted from the Community Risk Reduction Model, United States Fire Administration, National Fire Academy
[2] Probability and Vulnerability are rated as 3 = High, 2 = Moderate, 1 = Low

The fire service assesses the relative risk of properties based on several factors: the service area population and population density, the demographics of the population, local land use and development, and the geography and natural risks present within the community. These factors affect the number and type of resources (both personnel and apparatus) necessary to mitigate an emergency. Properties with high fire and life risk often require greater numbers of personnel and apparatus. Therefore, staffing and deployment decisions should be made with consideration to the level of risk within the geographic sub-areas of a community.

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Overall Geospatial Characteristics

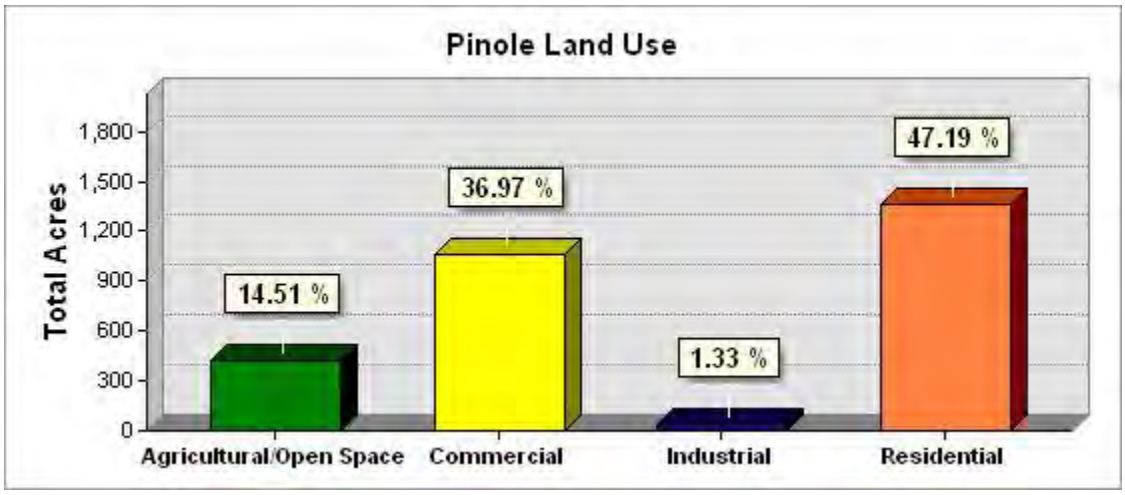
The following community risk assessment has been developed based on intended land uses as described in the zoning designations of the study area. The following figure translates zoning to categories of relative fire and life risk.

Figure 83: Translation of Zoning to Relative Risk Categories

Relative Risk Category	Zoning
Low Risk	Areas zoned and used for agricultural purposes, open space, and very-low-density residential use.
Moderate Risk	Areas zoned for medium-density single-family properties, small commercial and office uses, low-intensity retail sales, and equivalently sized business activities.
High Risk	Areas zoned for Higher-intensity business districts, mixed-use areas, high-density residential, industrial, warehousing, and large mercantile centers.

The following shows the relative percentages of zoning in the City of Pinole.

Figure 84: Pinole Zoning Percentages



The following figure illustrates the distribution of the current zoning classifications in the City of Pinole. By acreage, nearly half of the City of Pinole is residential, and 1/3 is zoned commercial. The current zoning data was undergoing review as some of the parcels were without a zoning code, i.e., the white areas within the city. Some of these are likely "Commercial" due to their proximity to existing commercial zoning.

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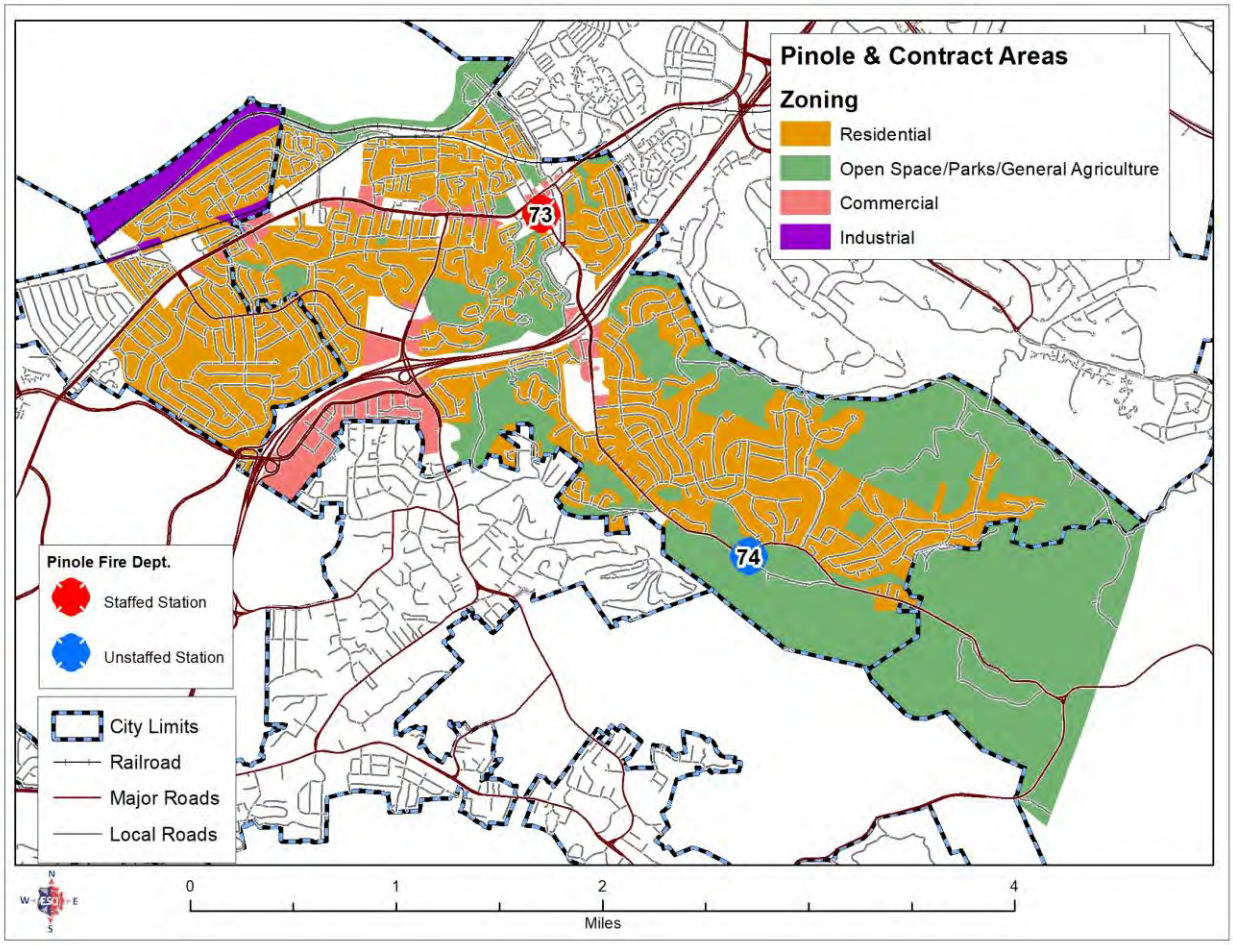
Figure 85: Pinole & Contract Area's Current Zoning



Geographic & Weather-Related Risks

The number and frequency of federal disaster declarations affecting Pinole paint a picture of the risks that natural hazards pose to the region. The next figure is a summary of federal disaster declarations that have occurred in Contra Costa County:[16]

- Between 1969 and 2017, Contra Costa County has received 14 presidential disaster declarations and two emergency declarations.
- These events are important to consider in establishing recurrence intervals for hazards of concern.

Figure 86: Summary of Federal Disaster Declarations in Pinole by Type, 1965–2017

Type of Event	Declaration Date	FEMA Disaster #
Severe Winter Storms, Flooding, Mudslides	4/1/2017	DR-4308
Severe Winter Storms, Flooding, and Mudslides	3/16/2017	DR-4305
Severe Storms, Flooding, and Mudslides	2/14/2017	DR-4301
Severe Storms, Flooding, Mudslides, and Landslides	2/3/2006	DR-1628
Severe Winter Storms and Flooding	2/9/1998	DR-1203
Severe Storms, Flooding, Mud and Landslides	1/4/1997	DR-1155
Severe Winter Storms, Flooding Landslides, Mud Flow	3/12/1995	DR-1046
Severe Winter Storms, Flooding, Landslides, Mud Flows	1/10/1995	DR-1044
Severe Winter Storm, Mud and Land Slides, and Flooding	2/3/1993	DR-979
Loma Prieta Earthquake	10/18/1989	DR-845
Severe Storms and Flooding	2/21/1983	DR-758
Coastal Storms, Floods, Slides, and Tornadoes	2/9/1983	DR-677
Severe Storms, Flood, Mudslides, and High Tide	1/7/1982	DR-651
Torrential Rain, High Tide, and Winds	2/1/1980	EM-3078
Drought	1/20/1977	EM-3023
Severe Storms and Flooding	1/26/1969	DR-253

EM = Emergency Declaration; DR = Disaster Declaration

From a planning perspective, there are several weather-related risks of concern to the study area, as noted in the previous figure. Severe storms can include lightning strikes and significant wind events.

[16] Retrieved from http://www.co.contra-costa.ca.us/DocumentCenter/View/48893/Contra-Costa-County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

Weather Risks

The climate for Pinole is moderate. Pinole receives 27 inches of rain, on average, per year, the U.S. average is 38 inches of rain per year. The average annual temperatures range from a high of 80°F in July to a low of 40°F in January—with the average temperature being 71°F. Pinole receives 255 sunny days on average, this is 50 more days than the national average.[17]

Flood Risk

There are various risks associated with flooding. It is essential, therefore, that the community in the area of flood zones and areas prone should be informed of the risks, before the flood and as part of the planning process. Further, this should be a part of the public education process to ensure that residents are aware of the risks associated with flooding and the actions they should take to ensure readiness.

During a flooding event, the fire department will be called upon to assist in evacuations and rescues. These evacuations may include facilities with large numbers of people requiring EMS resources. Rescue and emergency evacuations may involve moving water requiring the specialty-trained technical rescue team to intervene.

After a flood as the residents begin recovery, EMS-related incidents will increase as injuries and medical conditions occur. Public education can help the community prepare for the recovery process.

The Contra Costa Hazards Mitigation Plan addresses two principal sources of floods. These two sources are summarized and defined in the next figure.

Figure 87: Sources of Flooding in Contra Costa County[18]

Source of Flood	Description
Riverine (river and stream)	Riverine floods described in terms of their extent (including the horizontal area affected and the vertical depth of floodwater) and the related probability of occurrence (expressed as the percentage chance that a flood of a specific extent will occur in any given year).
Flash Flooding	Flash floods occur suddenly after a brief but intense downpour. They move rapidly, end suddenly, and can occur in areas not generally associated with flooding (such as subdivisions not adjacent to a water body and areas serviced by underground drainage systems). Although the duration of these events is usually brief, the damage they cause can be severe. Flash floods cannot be predicted accurately and happen whenever there are heavy storms.

[17] Retrieved from https://www.bestplaces.net/climate/city/california/pinole.

[18] Retrieved from http://www.co.contra-costa.ca.us/DocumentCenter/View/48893/Contra-Costa-County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

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Garrity Creek Watershed

This 1,790-acre area in western Contra Costa County includes the watershed of Garrity Creek (3.67 miles). This watershed includes sections of the City of Pinole.

Pinole Creek Watershed

Pinole Creek is a perennial creek that runs through the center of the city.

The next figure illustrates the Special Flood Hazard Areas (SFHA) as designated by FEMA. There are areas with the risk of flooding throughout the city. For the most part, the areas that are flood-prone have a one-percent increase in annual flooding. There are small portions of the study area that include a 0.2 percent annual chance of flooding. Station 73 and 74 are located very close to Pinole Creek drainage and potential flood areas, as seen in the following figures.

Figure 88: Watersheds in the Study Area

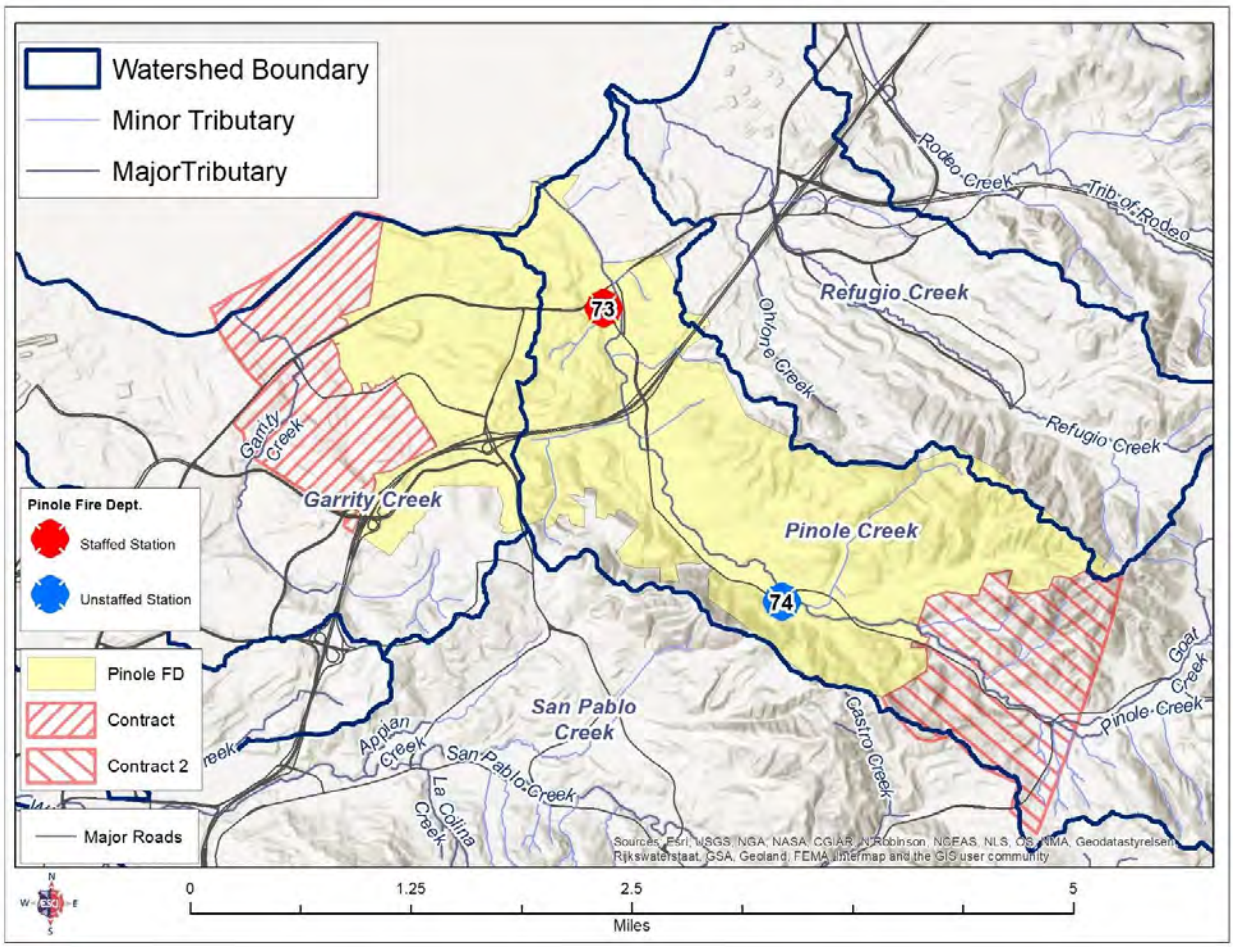

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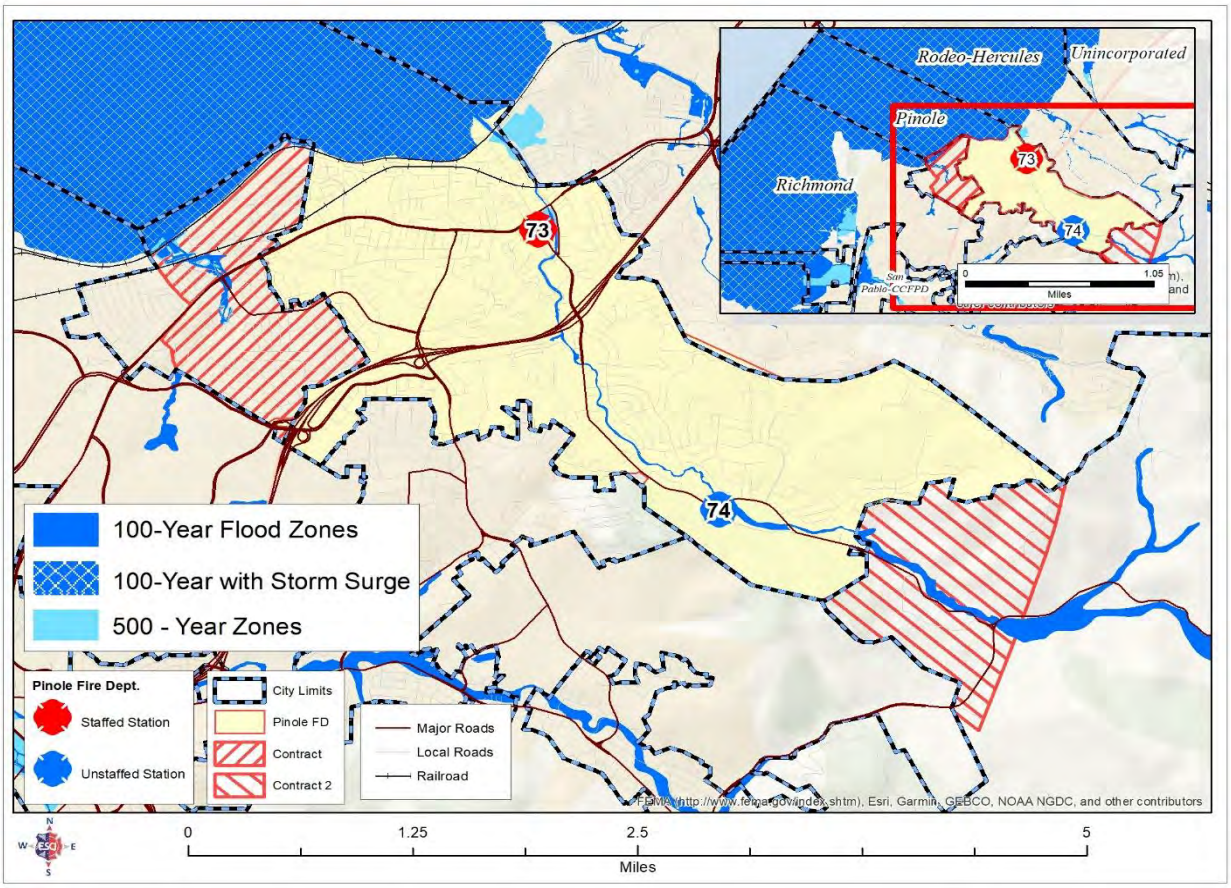
Figure 89: Flood Zones in the Study Area



Flood hazard areas identified on the Flood Insurance Rate Map are identified as an SFHA. SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance of flood is also referred to as the base flood or 100-year flood. Moderate flood hazard areas are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The Coastal High Hazard area is that part of the coastal floodplain where the wave heights during the base flood will be three feet or more.

There are 145 parcels that intersect various FEMA flood zones. Ten of these parcels are zoned "agricultural/open space," and 25 additional parcels are zoned "commercial," including one corner of a school parcel. The remaining 110 parcels are zoned "residential," including 109 single family parcels and one multifamily parcel with 12 units. Using the 2010 census data, the Pinole average household size is 2.7 persons; this gives an estimated total population of flood risk of 327 persons. The following figure shows the population within the various flood zones.

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Figure 90: Flood Hazard Areas

Population Within the 10%, 1%, and 0.2% Annual Chance Flood Hazard Areas					
10% Annual Chance Flood Hazard Area		1% Annual Chance Flood Hazard Area		0.2% Annual Chance Flood Hazard Area	
Population Exposed	% of Total Population	Population Exposed	% of Total Population	Population Exposed	% of Total Population
0	0	0	0	327	1.7%

The commercial and agricultural/open space parcels were located in the 10 percent and 1 percent SFHAs.

Tornadoes

Tornadoes can have winds of over 300 mph, which—at the higher ranges—will cause a significant threat to life and damage to property. The intensity of tornadoes is measured on the Enhanced Fujita Tornado Damage Scale. This scale has an intensity range for tornadoes from EF-0 to EF-5, including wind estimates. The next figure is a summary of the damage associated at the various levels. Pinole has not experienced a tornado within written history.

Figure 91: Tornado Intensity, Enhanced Fujita Scale

Designation	Wind Speed, mph	Typical Damage
EF-0	65–85	**Minor or no damage.** Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over. Confirmed tornadoes with no reported damage are always rated EF-0.
EF-1	86–110	**Moderate damage.** Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.
EF-2	111–135	**Considerable damage.** Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
EF-3	136–165	**Severe damage.** Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations are badly damaged.
EF-4	166–200	**Devastating damage.** Well-constructed and whole frame houses completely leveled; cars and other large objects thrown, and small missiles generated.
EF-5	> 200	**Extreme damage**. Strong-framed, well-built houses leveled off foundations are swept away; steel-reinforced concrete structures are critically damaged; tall buildings collapse or have severe structural deformations; some cars, trucks, and train cars can be thrown approximately 1 mile (1.6 km).

While ranges of winds are listed on the scale, the wind estimate is not exact—nor have they been verified in science or engineering. Different wind speeds may cause similar-looking damage from place to place—even from building to building.

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While preventing tornadoes is not possible, the preparation for the potential of a tornado should be considered as a high priority. Tornadoes can occur with little or no warning and can result in devastating damage; departments must consider that as part of their planning for disaster readiness, the likelihood of a tornado occurring is minimal in Pinole.

Tsunamis

A tsunami is a series of high-energy waves radiating outward from an area where a generating event occurs. Earthquakes may produce displacements of the seafloor that can set the overlying column of water in motion, initiating a tsunami, depending on the magnitude of the earthquake and the type of faulting.

The San Pablo Bay area is a likely site of tsunami impacts in Contra Costa County that would rise with floodwaters from a San Francisco Bay tsunami caused by a local earthquake. According to the Contra Costa Hazard Mitigation Plan, Pinole only has a small threat of tsunamis immediately along its coastline vicinity.[19]

Additional Weather-Related Hazards

Severe weather hazards also pose a threat to Pinole. Aside from the weather-related hazards described in the preceding section, several other weather-related events have been analyzed as part of the hazard mitigation plan. The next figure—while applicable to the whole County—is a summary of these events, including the definitions, severities, and impacts.

[19] https://www.contracosta.ca.gov/DocumentCenter/View/48893/Contra-Costa-County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

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Figure 92: Other Weather-Related Hazards in Contra Costa County[20]

	High Winds	Heavy Rain and Thunderstorms
Definition	The National Weather Service defines high winds as, "sustained wind speeds of 40 mph or greater lasting for one hour or longer, or winds of 58 mph or greater for any duration."	Heavy rainfall is any amount of rain produced in a relatively short time period that exceeds the capacity of natural systems' or stormwater infrastructures' ability to effectively and safely convey the flow of stormwater.
Severity	The entire county is directly or indirectly susceptible to the effects of high-speed winds. Trees are susceptible to blowing over and causing damage to surrounding property. All communities can suffer extended power outages.	The entire county is directly or indirectly susceptible to the effects of heavy rains or thunderstorms. All communities can suffer the impacts of heavy rains or thunderstorms.
Impacts	Widespread power outages. Mass of downed debris on the transportation network impedes the response of emergency personnel and utility crews. Electrical blackouts force the closure of government offices, businesses, and schools. Power outages can disrupt transportation, generating traffic snarls resulting in thousands of motorists seeking few available alternate routes on local arterials and collectors, complicated by blocked roads.	Heavy rain can have significant impacts, including rising rivers, flash flooding, mudslides, and landslides. Stormwater runoff from heavy rains can also impair water quality by washing pollutants into water bodies. When power outages coincide with heavy stormwater flows, public works crews may struggle to provide auxiliary power to sewer lift stations to prevent backups or flooding in suburban and urbanized areas. Thunderstorms carry the same risks as heavy rain events, and depending on the type of storm, they can also include tornadoes, lightning, and heavy winds, increasing risk of injury and property damage.

[20] Retrieved from https://www.trpc.org/DocumentCenter/View/4172/HazMit_Ch4-2_Storm?bidId=.

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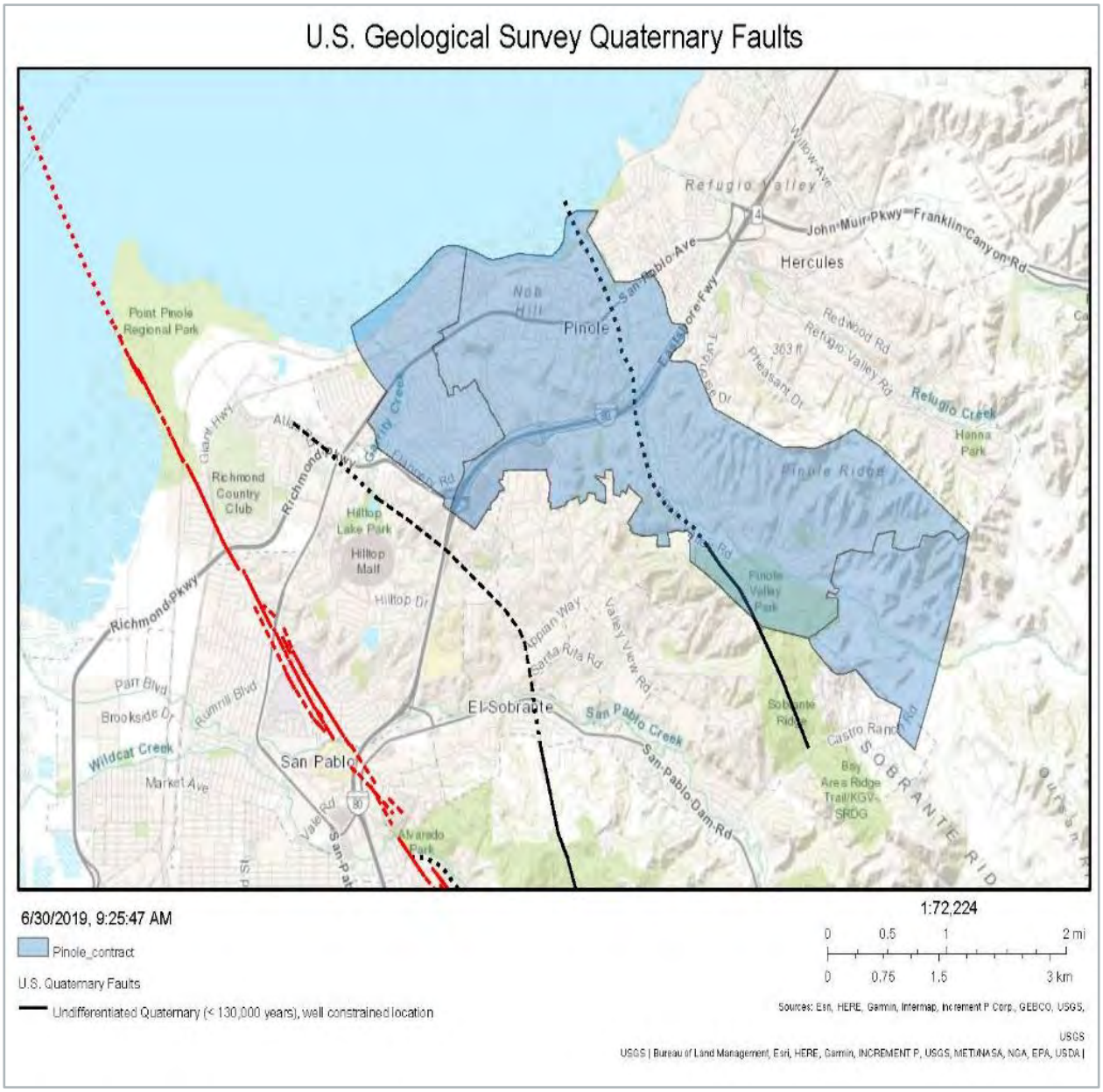
Earthquakes

The Contra Costa Hazard Mitigation Plan rates the hazard profile of earthquakes as a high probability. Earthquakes can cause widespread damage and disrupt many services across the area.

Figure 93: Earthquake Fault Lines In and Around Pinole



The Pinole Fault and the Moraga Fault, both undifferentiated quaternary faults, pass through the study area. The historic Hayward Fault, with a slip rate of 5 mm/year, moves to the southwest of the study area.

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The effects of earthquakes are described in the following figure.

Figure 94: Effects of Earthquakes

Effect	Description
Ground Motion	When a fault ruptures, seismic waves radiate, causing the ground to vibrate. This wave movement causes the ground to shake during an earthquake.
Ground Failures	Earthquakes can cause surface faulting, landslides, subsidence, and uplifting. Surface faulting is the differential movement of two sides of a fracture.
Liquefaction	Liquefaction is the phenomenon that occurs when ground shaking causes loose soils to lose strength and act as a viscous fluid. Liquefaction causes two types of ground failure: lateral spread and loss of bearing strength.
Tsunamis	Tsunamis are large ocean waves generated by sudden changes in the seafloor elevation, which displace a significant volume of water.

Wildfire Risk

Like many areas of California, there is a wildfire risk in the Pinole area. The level of risk associated with wildfires in any given area of a community is dependent upon several factors, including climate, vegetation, and topography. Another factor is the number of homes that are built within the Wildland Urban Interface. Pinole has 30 buildings within the Very High Fire Hazard Severity Zone (FHSZ).

According to the Contra Costa Hazards Mitigation Plan, the summary assessment on wildfire reads:

> The geography, weather patterns, and vegetation in the East Bay area provide ideal conditions for recurring wildfires. Especially vulnerable are the East Bay Hills in Lamorinda, which includes Lafayette, Moraga, and Orinda. Parts of Walnut Creek, including the area surrounding Rossmoor, are vulnerable to wildfires, as are Clayton, the Danville/San Ramon area, and the San Pablo-El Cerrito, El Sobrante area. Because the natural vegetation and dry-farmed grain areas of the county are extremely flammable during late summer and fall, wildfire is a serious hazard in undeveloped areas and on large lot home sites with extensive areas of un-irrigated vegetation.[21]

The next figure illustrates a summary of the historical wildfire occurrences and impacts. The Castro and the Carson Fires of 2011 were the most significant incidents, with numerous small incidents in the succeeding years.

[21] Retrieved from https://www.trpc.org/DocumentCenter/View/4172/HazMit_Ch4-2_Storm?bidId= County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

Figure 95: Study Area Historical Wildfire Occurrences and Impacts, 2009–2018[22]

Fire Name	Year	Acres	Month
Carson	2011	20	September
Turquoise	2011	1	July
Franklin	2011	1	August
Savage Av Pinole	2011	1	July
Castro	2011	83	September
Refugio Valley Rd	2011	4	June
Unnamed	2011	0.01	August
Unnamed	2011	0.01	June
Unnamed	2011	0.01	June
Brick Yard	2011	17	September
Franklin	2012	1	October
Unnamed	2012	0.01	July
Unnamed	2012	0.1	August
Unnamed	2012	0.4	August
Unnamed	2012	0.01	September
Unnamed	2012	0.5	September
Unnamed	2013	2	May
Unnamed	2013	0.1	November
Unnamed	2013	0.5	November
Unnamed	2014	0.25	June
Toll	2017	43	June

[22] Retrieved from Pinole_Incident_Summary_2009-2018.xlsx.

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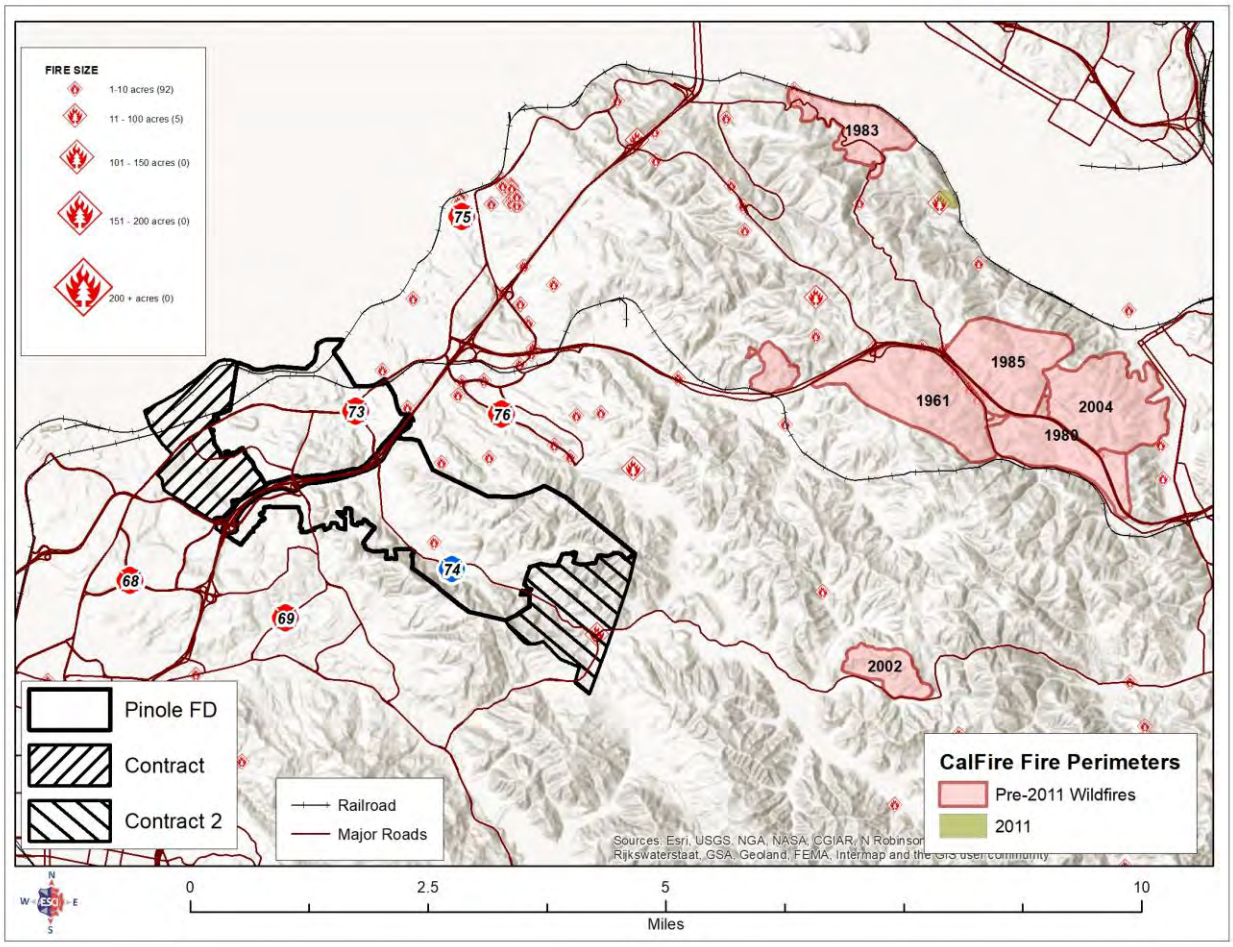
The next figure shows the historical wildfires listed in the previous figure in and near Pinole. There have been many small wildfires (< 10 acres) in the more remote portions of the county.

Figure 96: Historical Wildfires in and Near Pinole through 2018



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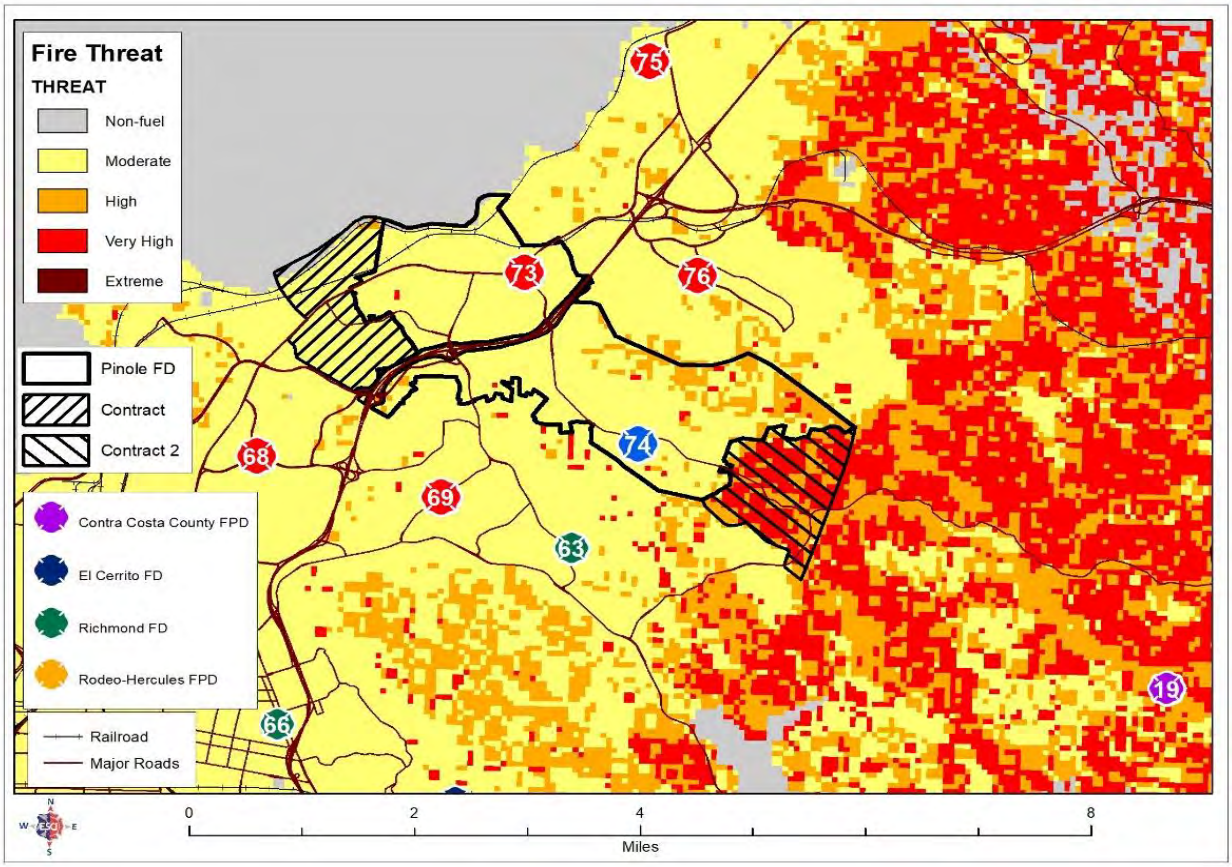
The next figure shows the wildfire threat in and near Pinole.

Figure 97: Degree of Wildfire Threat



The fire threat is a combination of two factors: 1) fire frequency, or the likelihood of a given area burning, and 2) potential fire behavior (hazard). These two factors are combined to create four threat classes ranging from moderate to extreme (California Department of Forestry and Fire Protection's Fire and Resource Assessment Program [FRAP]).

The next figure shows the estimated land area, population, and dwellings that are in the Wildland Urban Interface areas.

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Figure 98: Study Area Current Estimates as Related to the Urban Interface, 2015

Fire Department/District	Population		Residential Dwellings	
	Total	Percent in the Hazard Area	Total	Value in the Hazard Area
Pinole Fire Department	94	.5%[23]	30	$16,007,875

Of concern is the Galbreath Road neighborhood to the southwest of Station 74. This area is characterized by a single road in, as well as being surrounded by dense vegetation. This is a large concern for the ingress of fire equipment during an emergency (such as a wildfire event) and egress of residents who may be evacuating the Galbreath Road area. Future development should evaluate hazards to the development area and ensure adequate traffic routes are designed and implemented.

Figure 99: Galbreath Road Neighborhood

[23] Retrieved from: http://www.co.contra-costa.ca.us/DocumentCenter/View/48893/Contra-Costa-County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

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Transportation Risks

Highways

There are several transportation corridors and various modes of transportation that fall within the study area for which the department is responsible. Beginning with major roadways, Interstate 80 goes through the middle of Pinole. Additionally, there are several major local roads within the City, including San Pablo, Appian Way, and Pinole Valley Road. Regardless of the size of the roadway or the speed limit, any roadway has the potential for motor vehicle crashes, vehicle fires, medical emergencies, brush fires, or hazardous material spills/leaks. Each of these is not only a risk to the community, but the responders are also at risk of being struck by vehicles while operating near moving traffic.

Last year, the town of Paradise faced a devastating fire. Evacuations from the town on narrow two-lane roads became problematic to those leaving the fire area. In 2019, Streetlight Data, Inc. listed Pinole as three times the national average in difficulty in evacuating the city in case of emergency due to limited evacuation routes and narrow streets.[24] Due to the general geography of Pinole, this road arrangement is nearly unavoidable. The Pinole Police Department has a plan to use all lanes to travel in one direction to evacuate residents from the fire area in an expedient manner.

[24] It should be noted that Streetlight Data only studied cities of under 40k in population. The study also made the assumption that people would choose familiar and preferred routes even though other exists exist.

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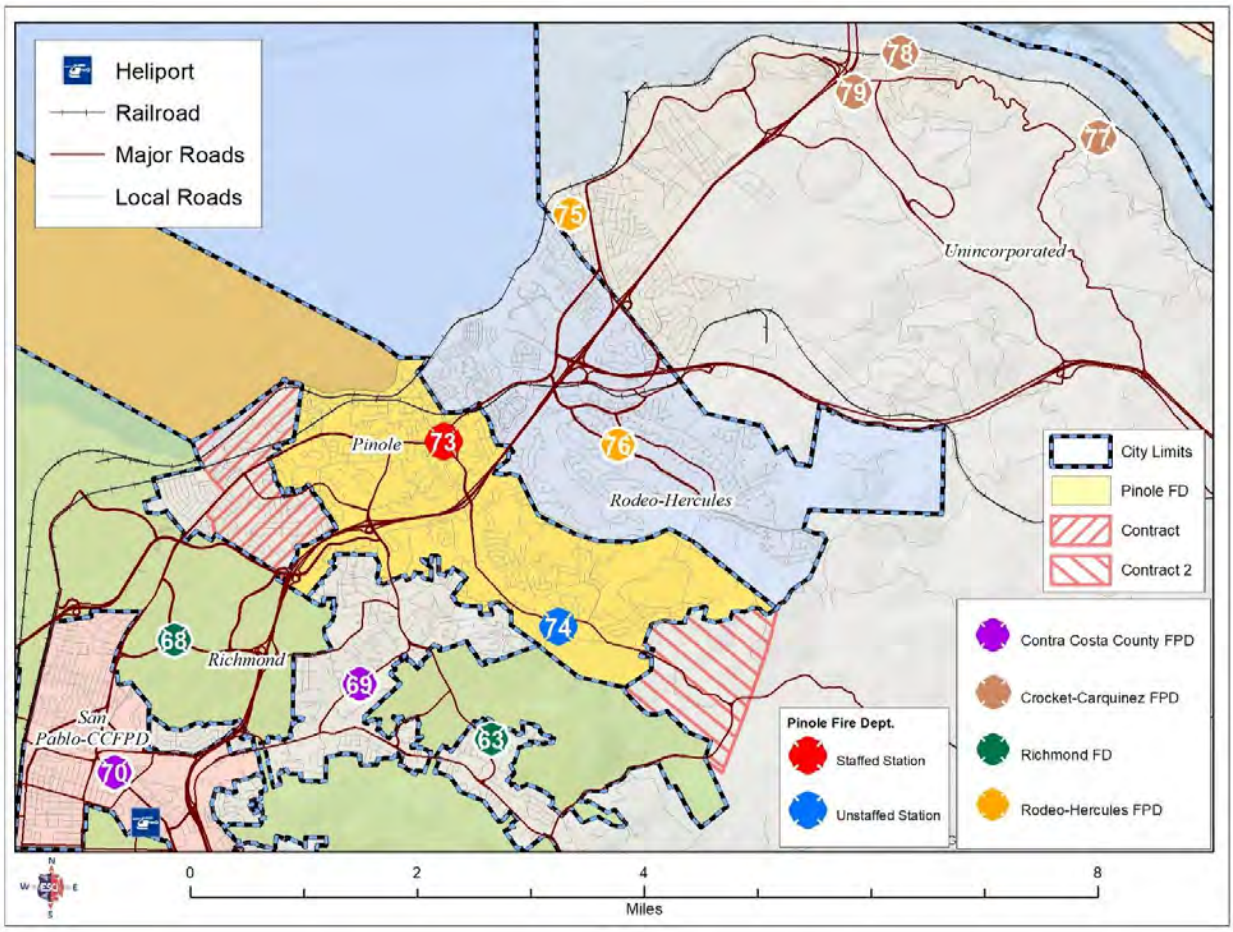
Figure 100: Major Transportation Infrastructure in the Study Area



Airports

The City of Pinole does not have an airport. Two international airports are located nearby, the Oakland International Airport (27 miles) and the San Francisco International Airport (34 miles). There is a heliport in San Pablo.

Railroads

Figure 100 shows the rail line through Pinole. Amtrak provides regular service through the city with over 16 rail stations within a 30-mile radius. In addition, Union Pacific's Martinez Subdivision and BNSF Stockton Subdivision transport freight through the area. Although a comparatively safe mode of transport, railway operations do come with hazards, including accidents involving pedestrians, other vehicles, derailments, and accidental hazardous material releases. The next figure discusses some of these incidents.

Figure 101: Hazard Descriptions Faced by the Pinole Fire Department

Type of Incident	Description/Hazard
Train Collisions	Collisions can be between two or more trains or between trains and infrastructure.
Derailments	Derailments occur when one or more cars of a train leave the tracks; generally, it involves just one train.
Grade Crossings Crashes	There are various scenarios in which accidents occur at railroad crossings.
Railroad Staff Injuries	Railroad staff may get injured while working on or near the tracks. In some cases, accessibility will be a problem.
Dangerous Goods Release	As the railroads carry hazardous goods, there is always the potential for product release.

The effects of these incidents can require large numbers of fire and EMS resources. In review of the previous figure, several of these incidents could require the response of a Haz-Mat team, Technical Rescue, and EMS. Many times, the complexity of the incidents will require multiple operational periods. Risk analysis and planning for these types of incidents must consider the need for higher than usual personnel, equipment, and Automatic or Mutual Aid resources. When incidents occur at a grade crossing, fire and EMS personnel will have to operate near the tracks. Training in proper precautions is essential.

Buildings

Many buildings in the city are used for purposes that create more significant risks than others during an emergency. High occupancy buildings, facilities providing care to vulnerable populations, and others may require greater numbers of emergency response and resources during an emergency.

Numerous buildings lie within the study area in which large numbers of people gather for entertainment, worship, and other similar events. A variety of small businesses and entertainment venues also exist.

Colleges and Schools

The next figure shows the locations of the educational facilities within the study area. These facilities present additional risk, primarily for mass casualty incidents. Fire, criminal mischief, and potentially terrorism could cause a major medical emergency requiring significant emergency service resources.

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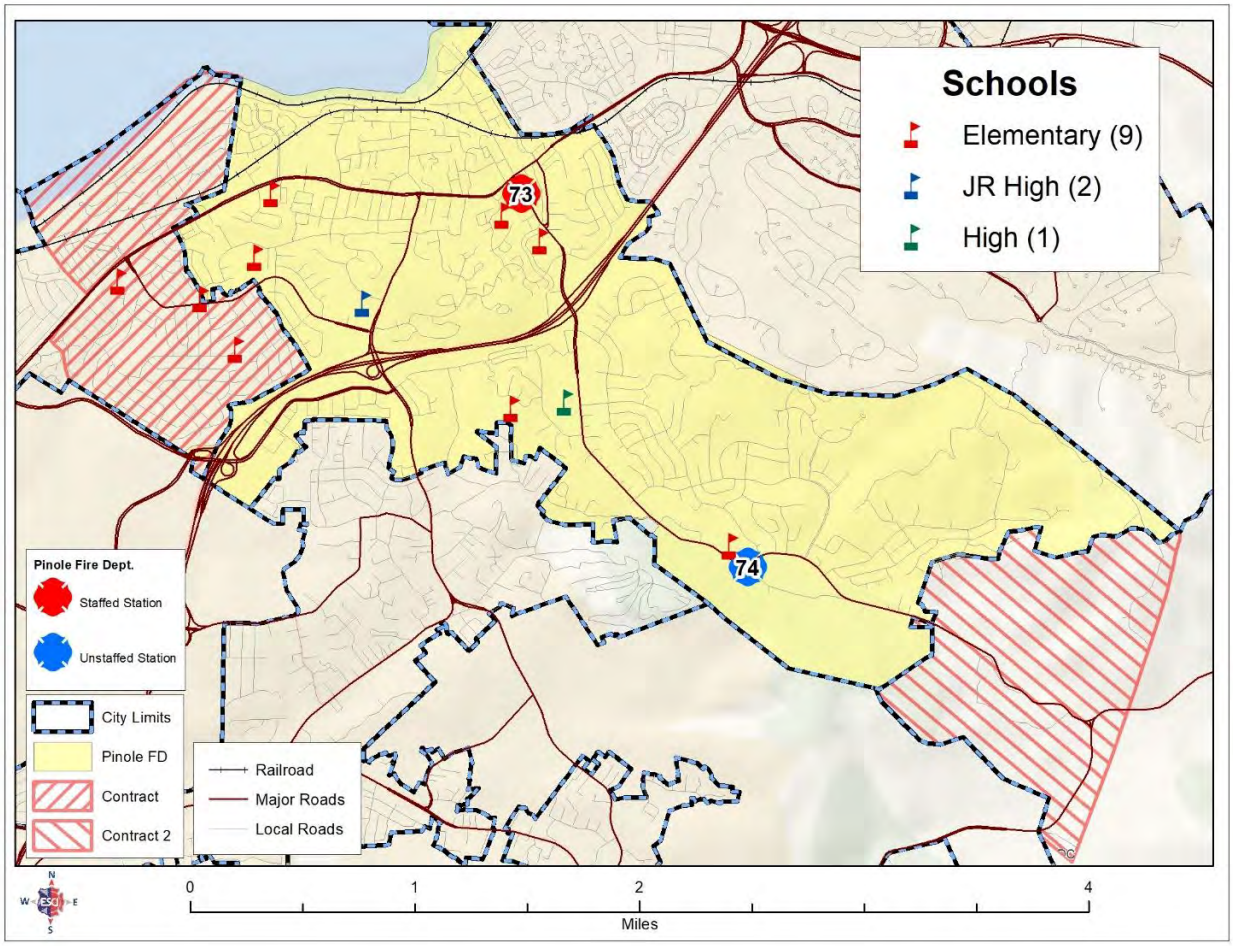
Figure 102: Colleges and Schools in the Study Area



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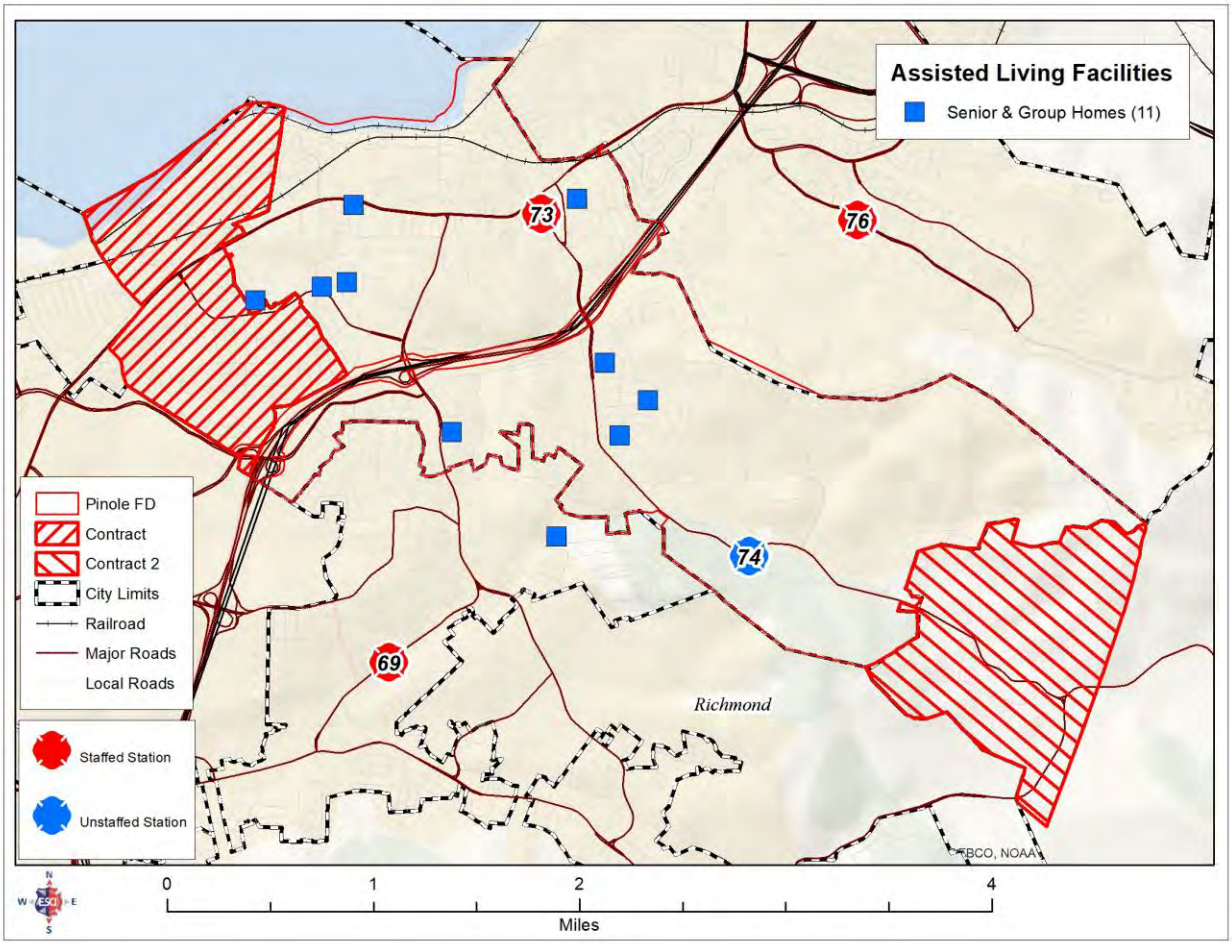
Medical and Congregate Care Facilities

Medical and congregate-care facilities, particularly hospitals and nursing homes. Although these facilities have regular fire safety inspections and are generally built of fire-resistive construction with built-in fire suppression, emergencies still can occur that require the quick movement of patients away from the hazard. Incidents at these facilities will require high resource levels.

Pinole does not have a hospital, but has 11 assisted living facilities, as the next figure depicts.

Figure 103: Assisted Living Facilities



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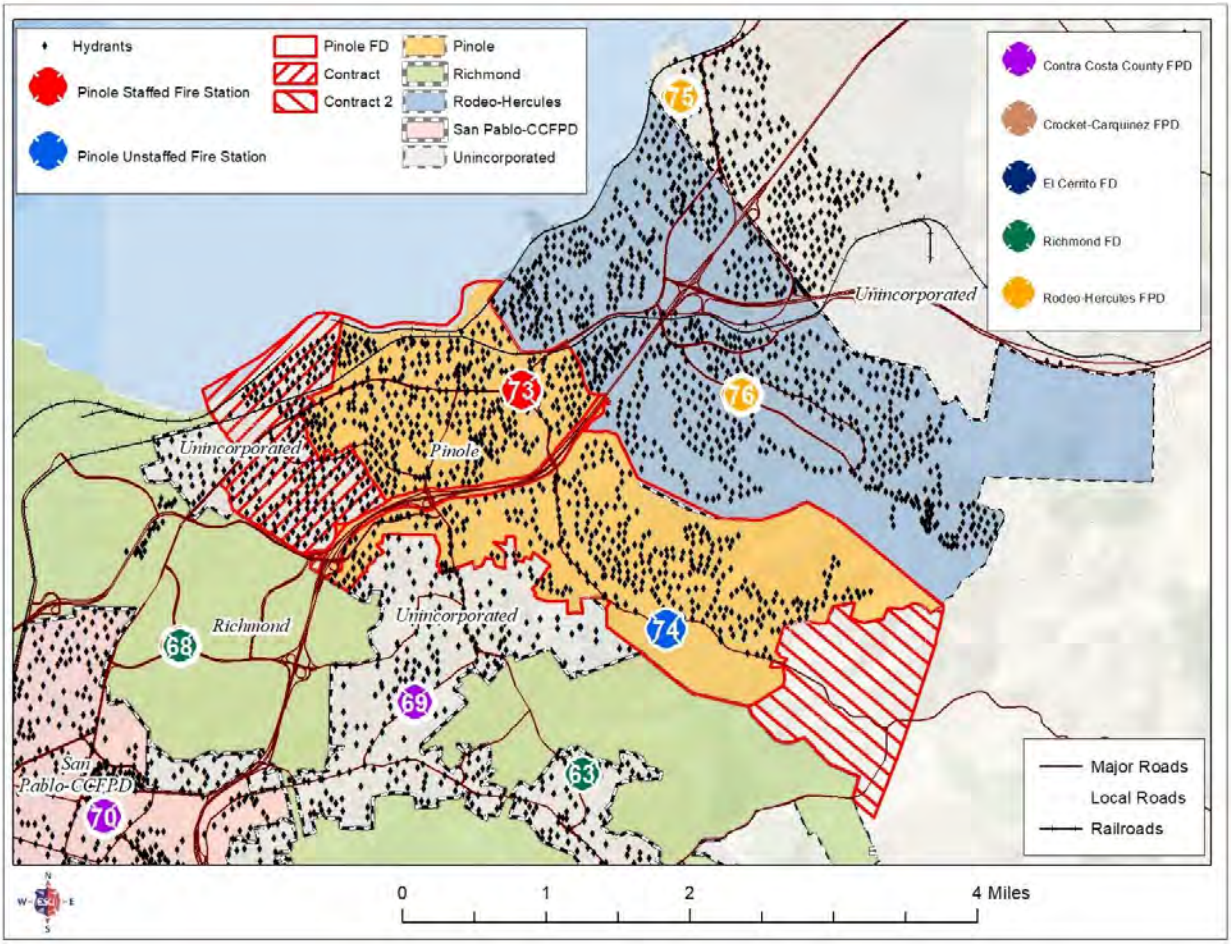
Other Critical Infrastructure

One concern to fire departments is the water and fire hydrant system. Providing enough storage, distribution, and access to this valuable firefighting resource is very important. The next figure illustrates the hydrant system in the study area. As expected, in the more populated urbanized areas, fire hydrants coverage is very good. Some rural areas of the city depend on water delivered by tenders, but generally good hydrant coverage exists throughout the service area. From a risk assessment standpoint, planning consideration must be given to situations when the water system could fail.

Figure 104: Fire Hydrant Distribution in the Study Area



The next figure shows the commercial building and hydrant locations in Pinole. Represented on the map is the Needed Fire Flow (NFF) for each of the commercial buildings. Fire flow is the amount of water that would need to be supplied and pumped from an apparatus to control a building fire. Pinole's fire engine can pump 1,500 gallons per minute. Many buildings in Pinole could require a much higher fire flow to control an established fire.

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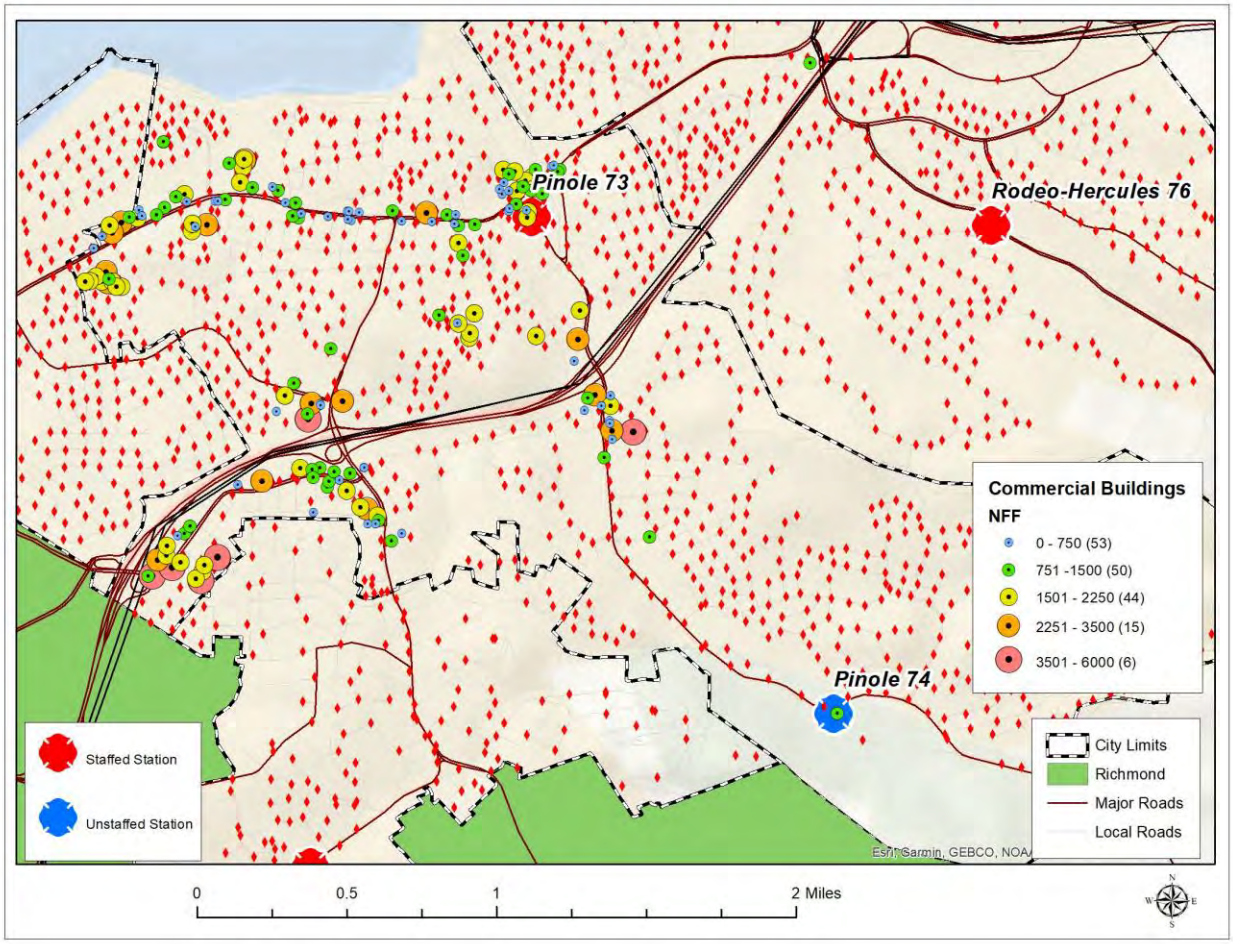
Figure 105: Fire Hydrant Distribution, Commercial Building with Needed Fire Flow (NFF)



Emergency communication centers and the associated transmitting and receiving equipment are essential facilities for emergency response. The Contra Costa Regional Fire/EMS Communications Center (CCRFCC) provides call receipt and dispatch service to the Pinole Fire Department and many of the neighboring jurisdictions. This center answers 911 calls, dispatches fire and other emergency responders, and provides important support to the on-scene incident management function. This center is the secondary Public Safety Answering Point (PSAP). All 911 calls made from landlines in the city limits are automatically routed to the City of Pinole Police Department, which is the Public Safety Answering Point (PSAP). Calls from landlines in the unincorporated areas within the City's fire service area are automatically routed to the Contra Costa County Sheriff. Once one of these PSAP's dispatchers determines a call requires fire department response, the call is relayed to CCRFCC.

There are other communication facilities and equipment that are equally important to the community and government operations within the study area. These are the telephone company central offices and the transmission lines of local telephone service providers. Internet service providers, along with wireless cellular communication providers, provide essential communication capabilities for the community as well as emergency personnel through their facilities and equipment. Failures in any of these systems can influence emergency services.

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Energy

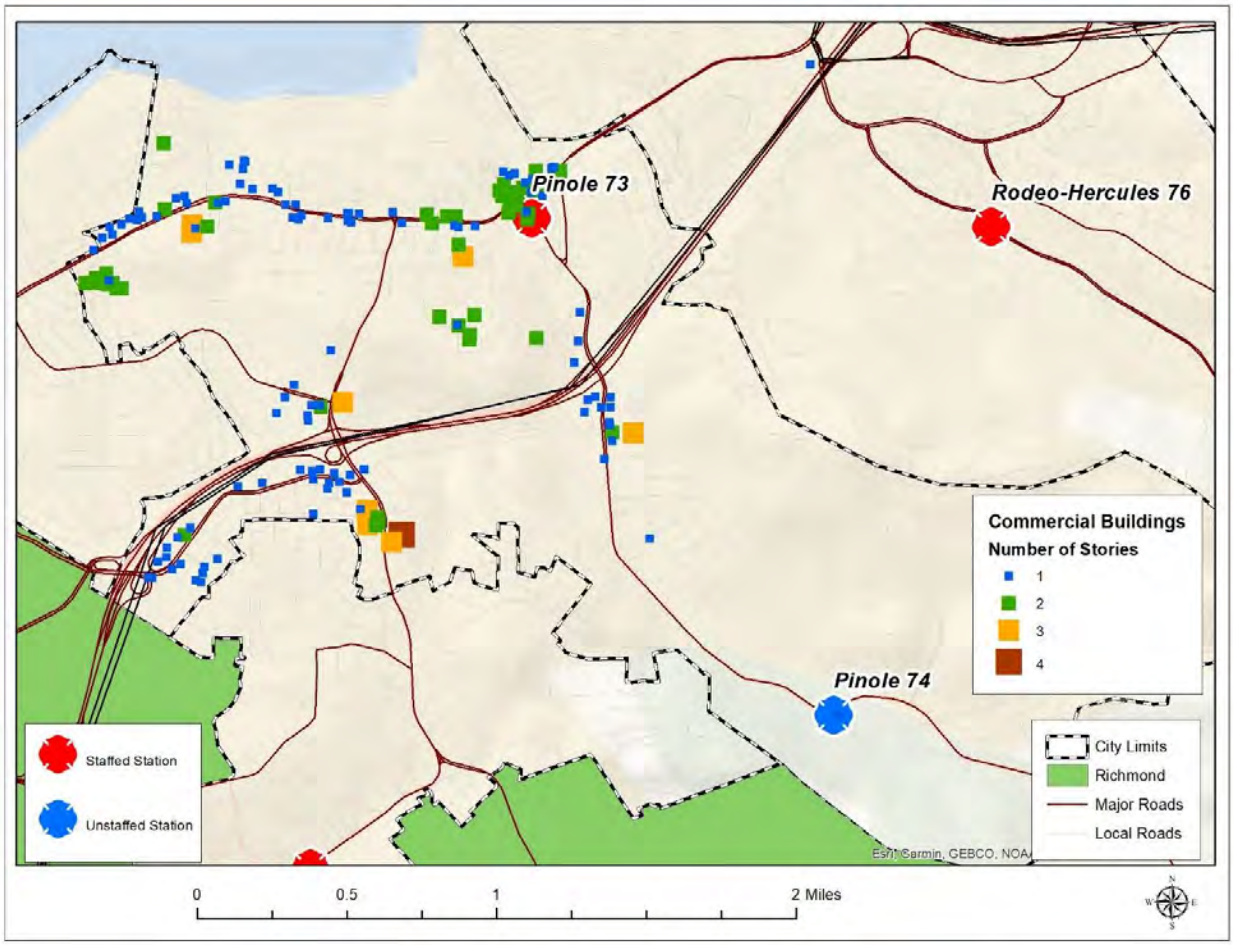
The loss of electrical power is also a risk to the community. Community services, from communications to traffic signals to normal operation of supermarkets, require the use of energy. Whether it is electricity generation and transmission systems, fuel distribution and storage tanks, or natural gas pipelines and regulator stations, the community is dependent upon energy sources. The loss of energy is a planning consideration for response and readiness.

Structural Risks

Certain buildings, contents, functions, and size present a greater firefighting challenge and require special equipment, operations, and training.

The Insurance Services Office calls for a ladder truck within 2.5 miles of developed areas containing buildings three or more stories in height. Accessing the upper floors and roofs of buildings this tall, typically requires ladder truck capability as ground ladders may not provide access. The next figure documents current commercial facilities and the number of stories each building possesses.

Figure 106: Commercial Buildings, One to Four Stories in Height



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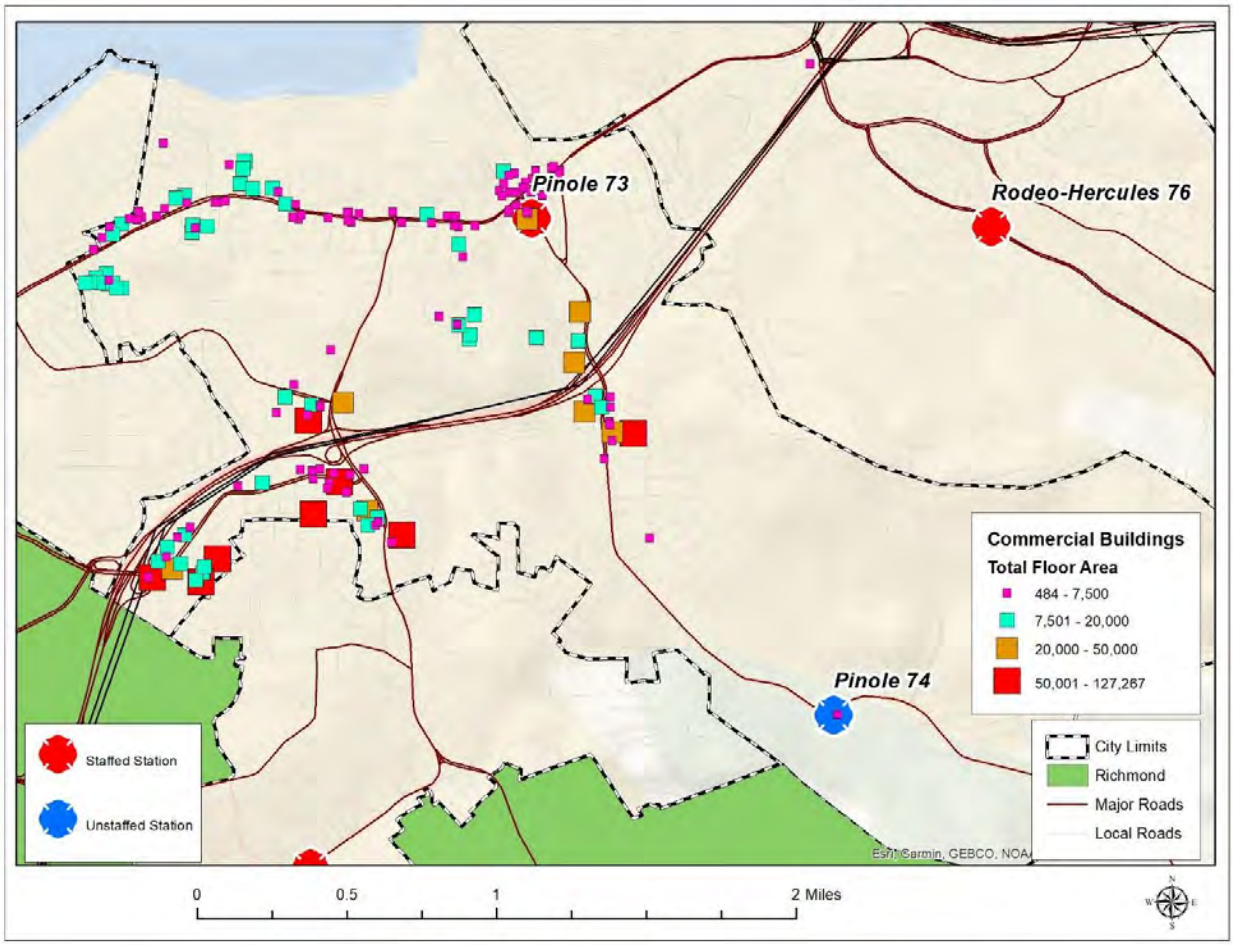
Large buildings such as warehouses, malls, and large "box" stores require greater volumes of water for firefighting and require more firefighters to advance hose lines long distances into the building. The following figure demonstrates building locations and their relative total floor space in relationship to Pinole's Station 73.

Figure 107: Commercial Buildings, Total Floor Area



Terrorism

Pinole is, as is anywhere, a potential target for terrorism. Most of the previously categorized risks in the community are targets for such activity. These include schools, commercial buildings, public infrastructure, and public assembly areas that are located within the study area. In addition, the outdoor public gathering events during the year can also be targets. All fire-rescue departments need to be vigilant in their training and preparedness in the event one or more coordinated acts of terror occur in the region, Pinole is no different. Despite the small likelihood of a terrorist attack, training to ensure coordination and unified command with law enforcement partners is critical.

Demographics

Current Population Information

The next figure is a summary of the service area and population, according to the United States Census Bureau.

Figure 108: Study Area Size and Population Estimates

Fire Department/District	2017 Population Estimate	Area in Sq. Miles	Population Density
Pinole City	19,364	5.32	3,455/sq. mi.

An NFPA report has identified the groups that face a higher risk of being injured or killed in a fire as:[25]

- Children under 5 years of age;
- Older adults over 65 years of age;
- People with disabilities;
- Those with a language barrier; and
- People in low-income communities.

The following figures were created to provide an overview of the demographics related to these identified groups. Select demographics are provided in the following figure to the extent that the data was available.

Figure 109: Select Population Demographics

	Persons under 5 years	Persons under 18 years	Persons 65 years and over	Persons with Disabilities Under the Age of 65	Language other than English Spoken at Home
Pinole[26]	3.7%	17.1%	18.8%	9.1%	36.3%

Based on the preceding figure, 18.8 percent of the population is over 65 years of age, and an additional 3.7 percent of the population is under five years of age. This places a total of approximately 22.5 percent of the populations within the age groups that are at the highest risk in residential fire incidents and account for some of the highest use of emergency medical services.[27] Senior citizens can have difficulty escaping from fire due to physical limitations. Seniors also tend to use emergency medical services more frequently than younger persons. As the population ages, this will create an increase in service demand for emergency medical services. In addition, just over 36 percent of the population may have language barriers that make communication with first responders during an emergency difficult.[28]

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[25] National Fire Protection Association, 2007; Urban Fire Safety Project, Emmitsburg, MD; retrieved from http://www.nfpa.org/public-education/by-topic/people-at-risk/urban-fire-safety/reports-and-presentations.

[26] Information retrieved from the United States Census Bureau.

[27] This is very close to the national average of 21.7 percent.

[28] The national average is 21.8 percent.

As noted, the very young also represent a vulnerable population, both regarding their ability to escape a structure fire as well as their susceptibility to serious medical ailments such as asthma, traumatic events, choking, or injury from vehicular accidents.

The demographics displayed in Figure 110 are factors that indicate that a population is more likely to use fire department services than other populations. Individuals in poverty or with no health insurance are more likely to use local EMS resources compared to individuals with health insurance and a personal physician. A high percentage of owner-occupied homes may indicate a more stable community and residents willing to invest in their community and community services; Pinole with an owner-occupied housing rate of 70 percent is approximately 7 percent higher than the national average.

Figure 110: Other Demographic Comparisons

Subject	Pinole
Persons without health insurance, under age 65 years	4.7%
Owner Occupied Housing Rate, 2012–2016	70.2%
Median household income (in 2017 dollars), 2012–2017	$84,255
Residents at the poverty level	5.4%

Population Density

Most communities contain areas with different population densities and property risks allowing the community's policymakers to specify different response performance objectives by geographic area. The classifications that are identified by the National Fire Protection Association (NFPA) in Standard 1720 and the percentage of the city in the classification is provided in the following figure.[29]

Figure 111: Population Classifications

Classification	Criteria
Urban	> 1,000 people/square mile
Suburban	500–1,000 people/square mile
Rural	< 500 people/square mile
Remote Area	Travel Distance ≥ 8 miles

[29] NFPA 1720: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*, 2014 Edition.

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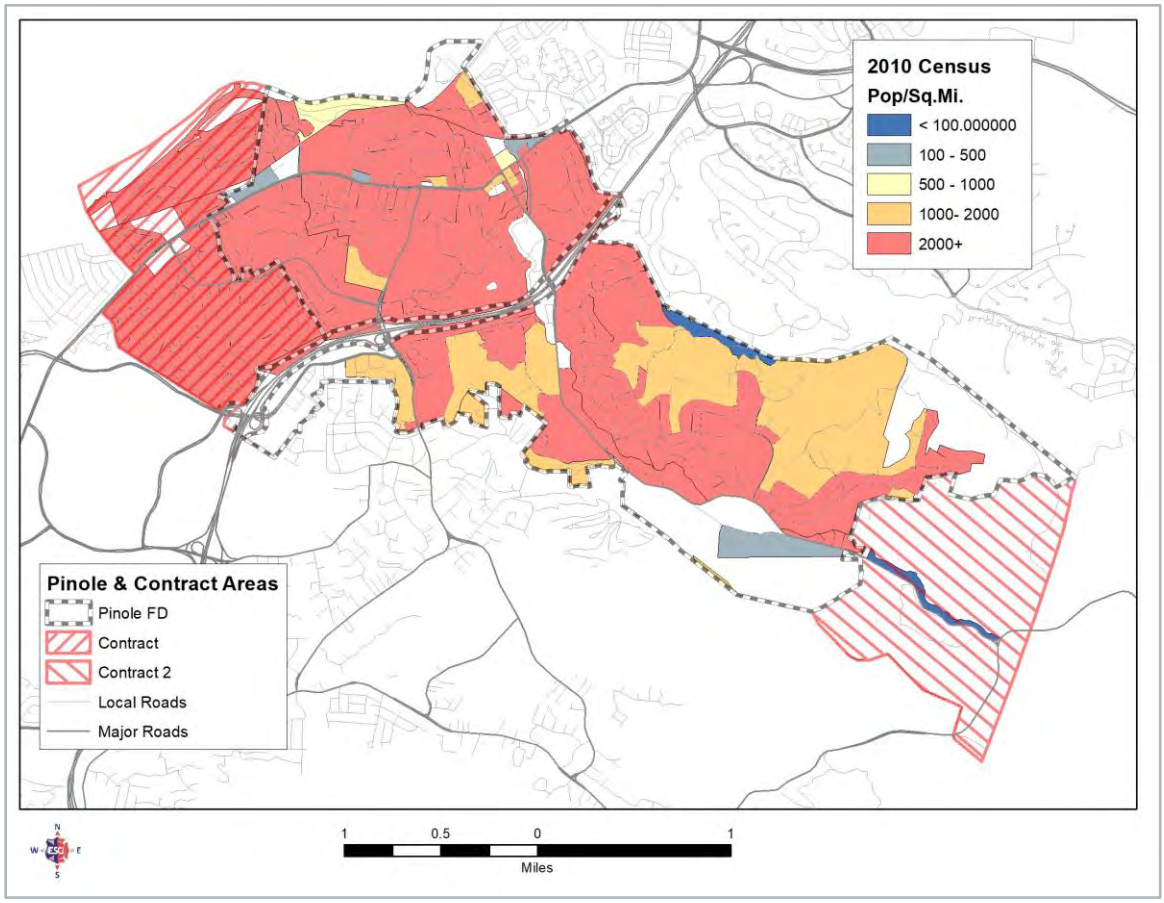
The next figure illustrates the population density.

Figure 112: Study Area Population Density



Population Growth Projections

The population in Pinole has grown slowly over the last decades. The population in 1980 was 14,253—in 2019, the population has been estimated to have grown to 19,364.[30] This is an overall increase of .077 percent per year. Pinole, in 2010 (during the last national census) had a population was 18,390. The 2019 estimated total is 19,364—an increase of just over 5 percent.

With population growth, there come increases in service demand. More people mean not only more incidents generated, but it also means a need for expanded geographical coverage. Resource additions will need to be planned to provide service delivery and performance at acceptable levels if higher density growth occurs within the service area.

Expansion and growth will affect not only the delivery of fire-rescue services but also other fire department functions, such as code enforcement and community risk reduction. The department must maintain awareness and be involved in monitoring the relationship between population and demand.

[30] Retrieved from https://www.census.gov/quickfacts/pinolecitycalifornia and https://datausa.io/profile/geo/pinole-ca.

Section II:
PUBLIC WORKSHOP & STAKEHOLDER INPUT

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PUBLIC INPUT

During the development of the community expectations portion of the Regional Fire Service Delivery Study Scope of Work, the City made it very clear they desired a number of opportunities for public input. The final scope of work included a Community Fire Study Workshop, several days of stakeholder interviews, and no less than two presentations to the City Council that would be conducted with opportunities for public input. This section of the study reflects the results of the Community Fire Study Workshop and the stakeholder interviews.

On May 29, 2019, at 6 p.m., ESCI facilitated the Community Fire Study Workshop, which was attended by approximately 45 people. The format for the workshop was an interactive presentation utilizing Swift Polling on-line platform. This program allowed for a series of questions and input opportunities that could be instantly responded to by the audience with the results displayed in real-time. Responses were collected via text message, internet polling website, or paper polling form as displayed in applicable figures that follow as "SMS, "Web," or "Paper Vote." All polls and inputs were captured and are as follows.

For ESCI to gauge the community's awareness of, access to, and experience with the services provided by the Pinole Fire Department, four questions were presented:

- What services, emergency, and other, are provided by the Pinole Fire Department?
- How many firefighters are on duty daily in Pinole to provide services?
- Have you received any services, emergency, or other, from the Pinole Fire Department?
- If you received services, how satisfied were you with the service?

Responses to the question regarding services provided by the department are summarized in Figure 113. The participants understood the department's primary mission and the services that are or should be available to fulfill that mission.

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Figure 113: Services Provided by the Pinole Fire Department

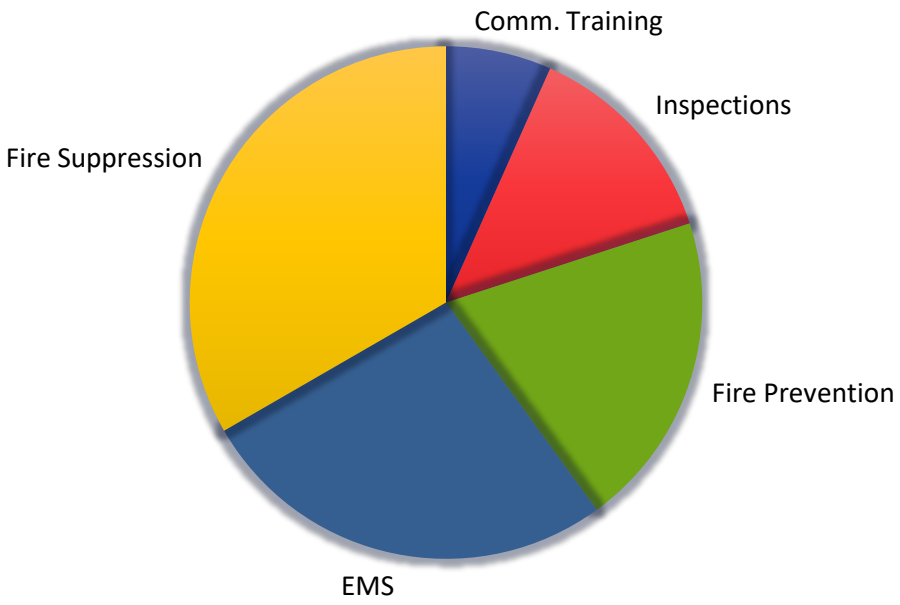
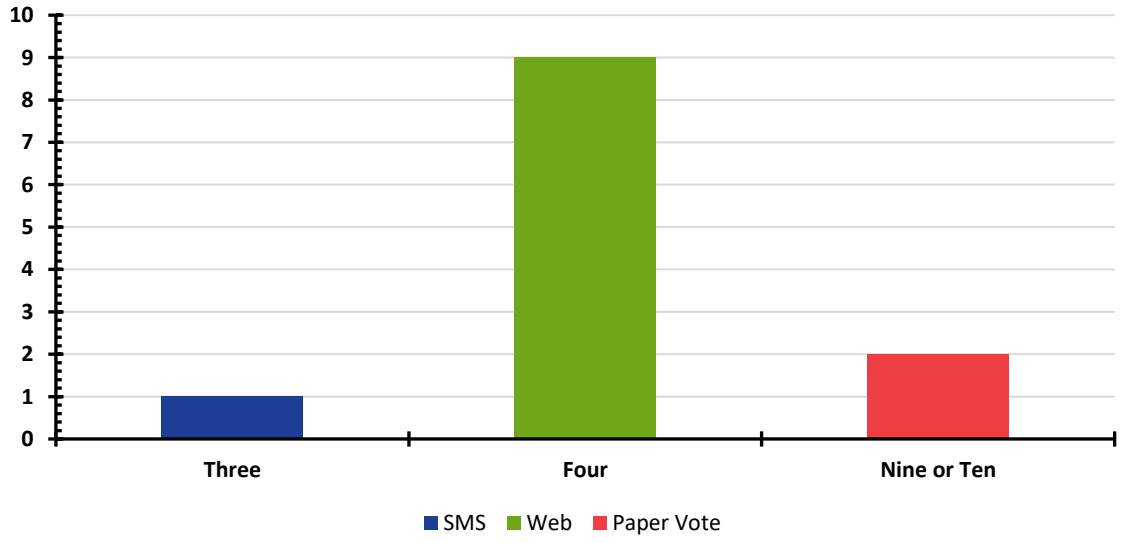


Figure 114 indicates that the participants were aware of the department's on-duty force. In addition to daily staffing, the department enjoys effective automatic and mutual aid agreements with surrounding jurisdictions. However, increasing service demands across the spectrum of partnering agencies often leaves Pinole resources stretched thinly.

Figure 114: Number of Firefighters on Duty Daily in Pinole



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In the following two figures (Figure 115 and Figure 116), several participants reported having received services from the department, emergency, or other. Of those residents who received services, the majority indicated that they were satisfied with the outcome of those services. This is a very good sign given the minimal resources the department is able to provide at this point in time and is demonstrative of the department's commitment to its service mission.

Figure 115: Have You Received Any Services from PFD?

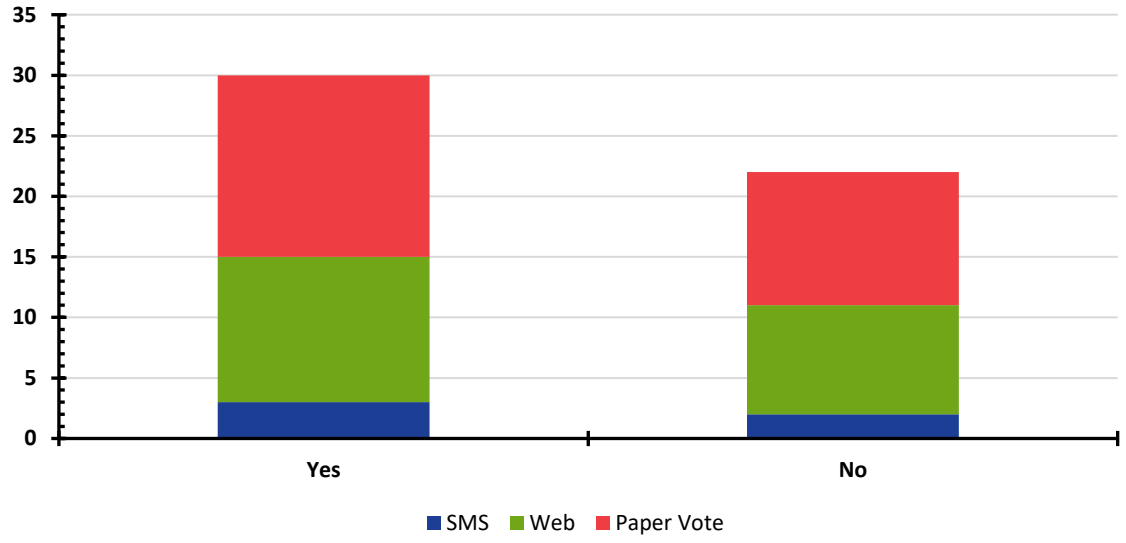
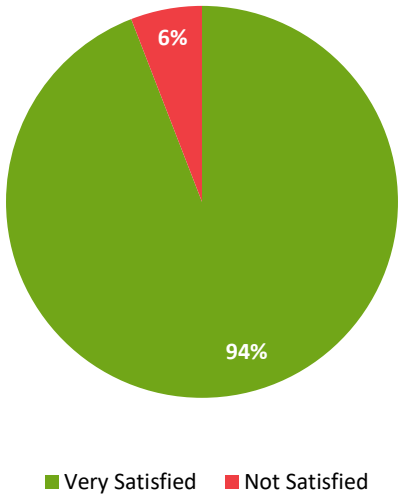


Figure 116: How Satisfied Were You with the Service?



The next set of four questions were designed for ESCI to gain a sense of the community's awareness of the adequacy of the fire protection system in Pinole to meet service demands:

- Is the existing system adequate?
- If not, what is lacking?
- Is the current staffing of the PFD adequate or not?
- How long should it take for resources to arrive from the time that you call?

As displayed in Figure 117, a majority of respondents believe that the existing service delivery system in Pinole is inadequate. Responses to what is lacking regarding the system are summarized in Figure 118

Figure 117: Response to, "Is the Existing System Adequate?"

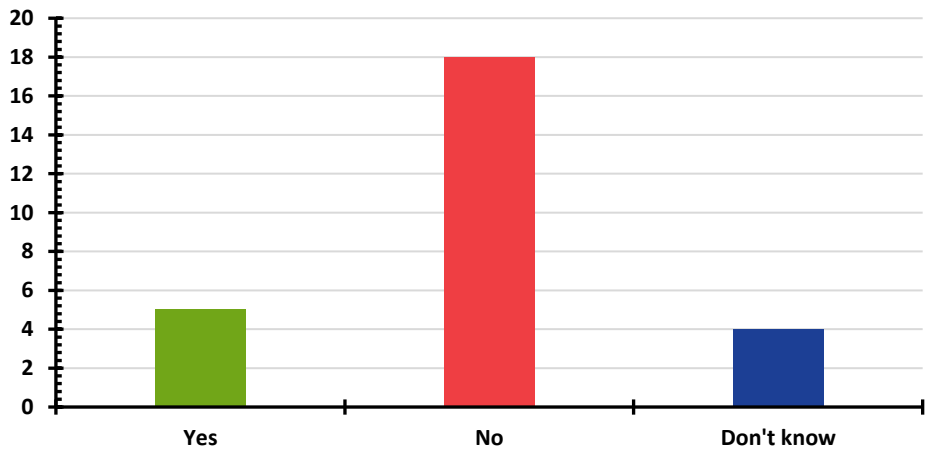
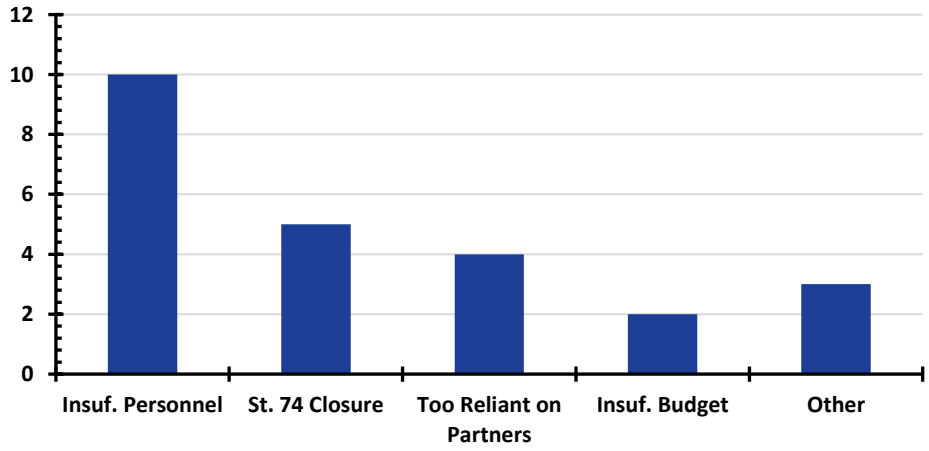


Figure 118: Response to, "What is the Current System Lacking?"



Insufficient personnel and resources were expressed as being the biggest challenges in the current system. Although responses under the category "Other" did not fall under the other four categories, they are important to note here: response time objectives not being met and a lack of preparedness for infrastructure development were noteworthy concerns of some participants.

Responses to current Department staffing in Figure 119 are synonymous with the responses to whether or not the overall existing system is adequate. The respondents believe that their fire department is not adequately staffed at present. This further correlates to the responses in Figure 120 regarding response time expectations. The respondents had a realistic view of how long it should take for resources to arrive when they call, given current staffing of the PFD and automatic/mutual aid agreements.

Figure 119: Response to, "Is Current PFD Staffing Adequate?"

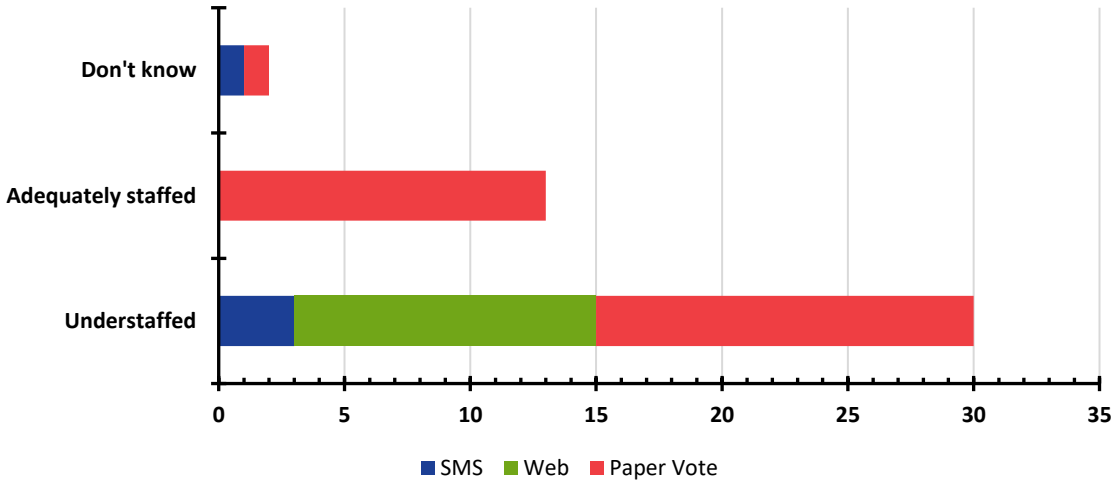
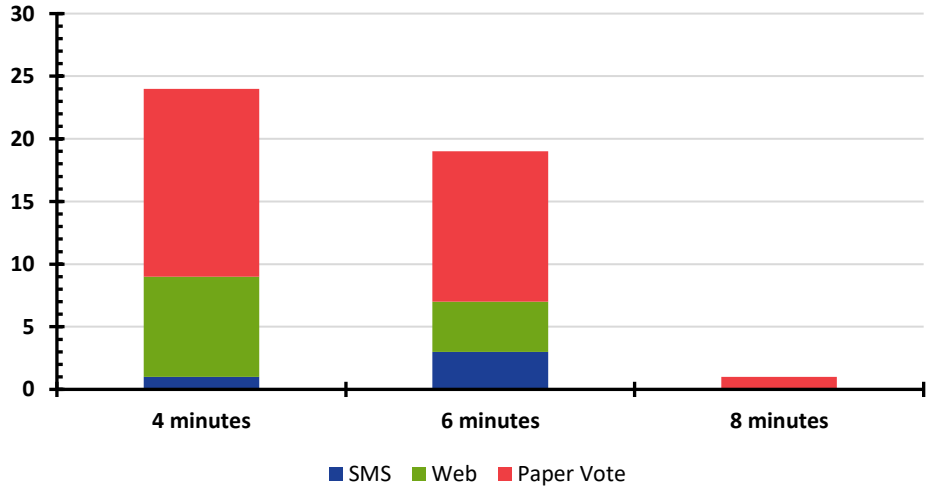


Figure 120: Response to, "How Long Should It Take a Fire Engine to Arrive?"



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The final six questions presented were designed to determine the community's awareness and understanding of prospective partnering options, the desirability of those options, and positive or negative impacts that may arise with each option:

- How important is it that the City of Pinole has its own fire department?
- Would there be advantages in contracting with Contra Costa County FPD for fire-based services?
- Would there be advantages in the Rodeo-Hercules FPD annexing the city area to provide fire-based services?
- What advantages would there be in partnering with either agency for services?
- What disadvantages would there be in partnering with either agency for services?
- Would you support a parcel tax measure if the revenue it generated improved services and financial stability either as a sole agency or in a partnering option?

Figure 121: Response to, "How Important is it to the City of Pinole To Have Its Own Fire Department?"

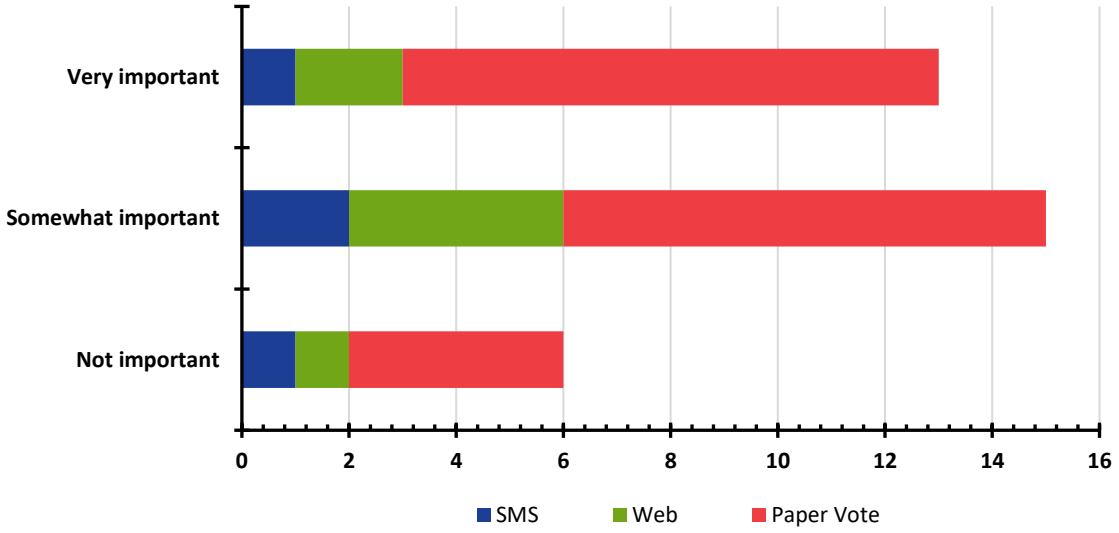


Figure 122: Response to, "Are There Advantages with Contracting With CCCFD?"

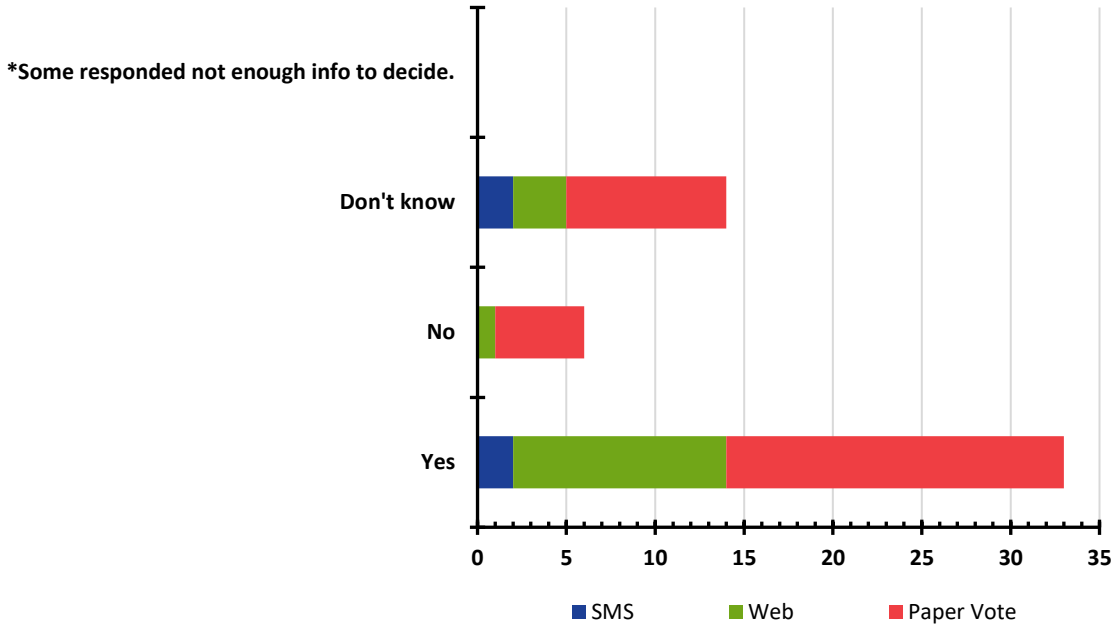


Figure 123: Response to, "Are There Advantages in Rodeo-Hercules Annexing the Pinole Area into the RH Fire Protection District?"

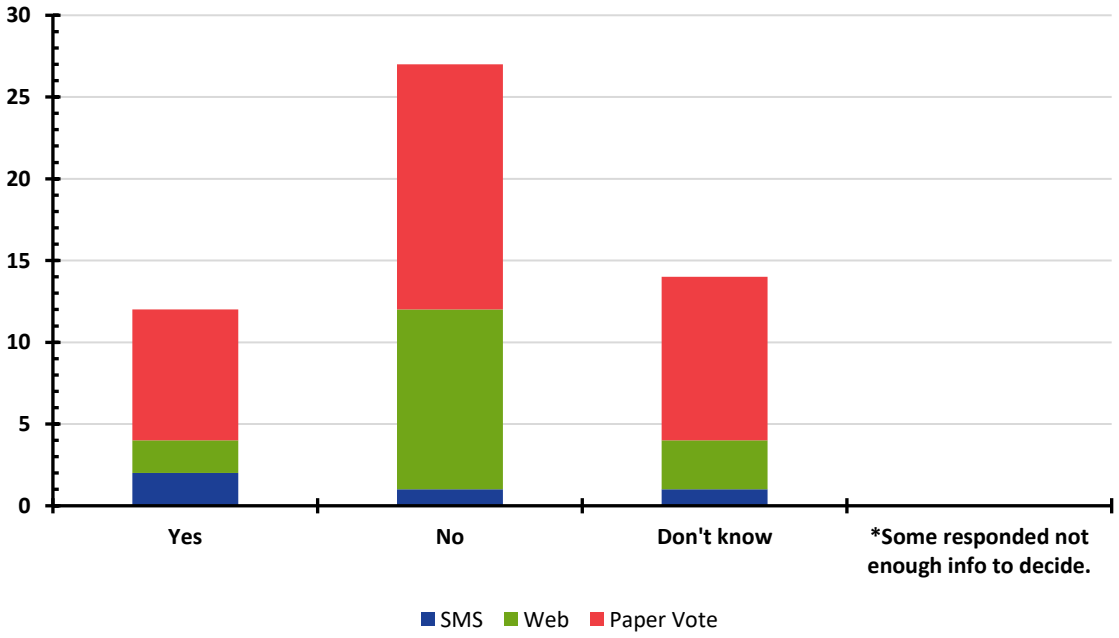


Figure 124: Response to, "What Advantages Would There Be in Partnering with Either Agency for Services?"

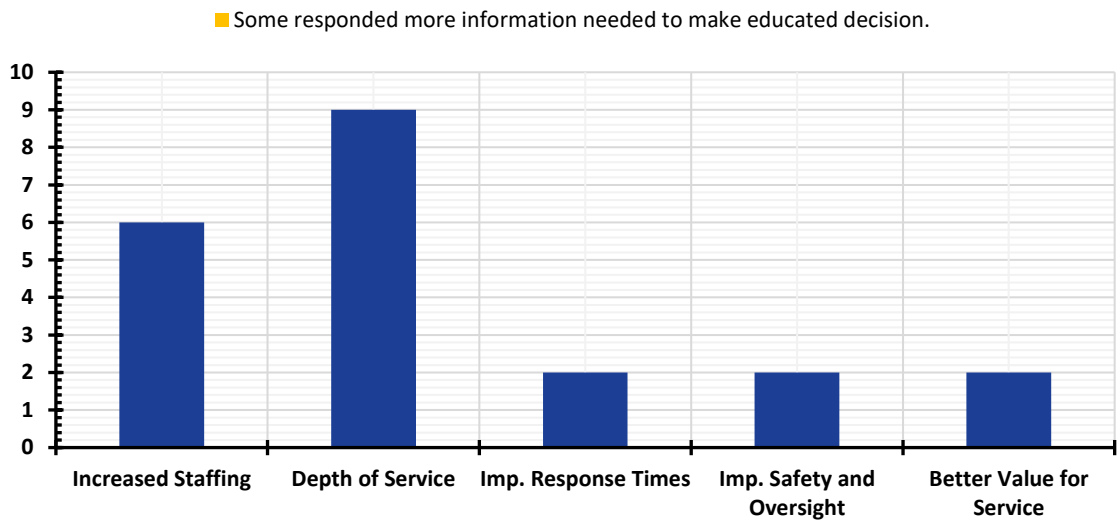
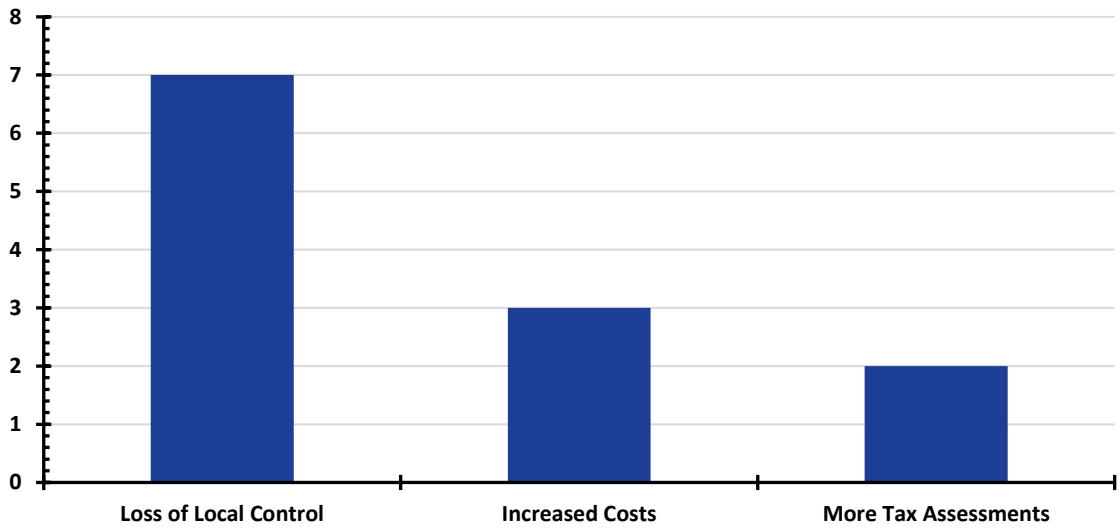


Figure 125: Response to, "What Disadvantages Would There be in Partnering with Either Agency for Services?"



The participants recognized that there are advantages to partnering with one of the surrounding agencies because of the increased staffing and resource depth it would bring. However, several residents expressed that it is important for Pinole to have its own fire department irrespective of whether a partnering option is pursued. Several residents clearly articulated that it is very important that Station 74 be re-opened and staffed full-time. Also expressed was a need for more information regarding partnering options so that the community can make the best-informed decision for service delivery going forward. Increased costs and loss of local control are primary concerns with agency partnering.

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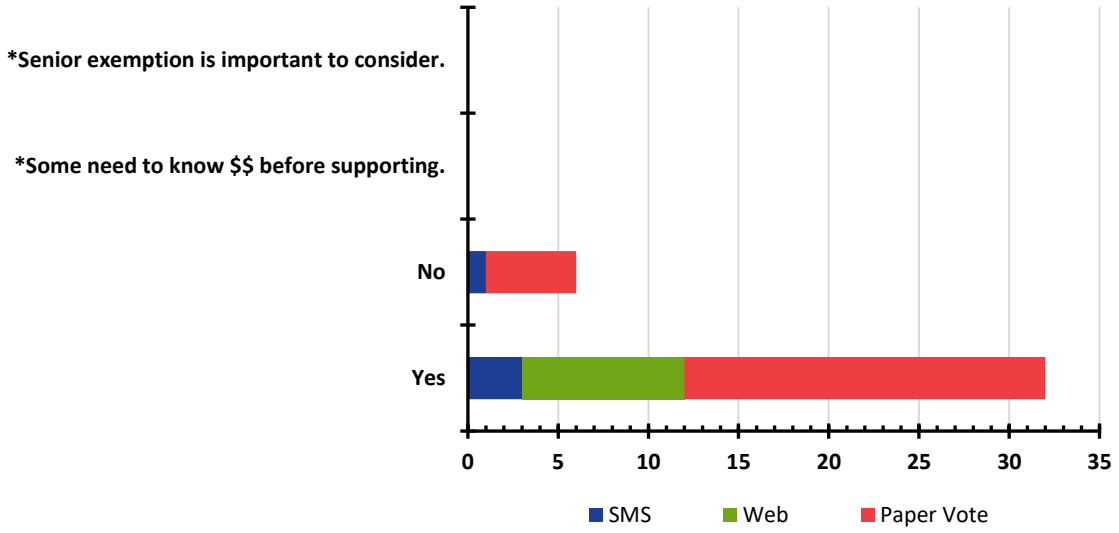
Figure 126: Response to, "Would You Support a Parcel Tax Measure if the Revenue it Generated Improved Services and Financial Stability Either as a Sole Agency or in a Partnering Option?"



Support for a parcel tax measure exists among the participants, as indicated in Figure 126. However, consideration of a senior citizen exemption and some idea of a dollar amount per resident are important factors for residents in their deciding whether to support a tax measure.

The second phase of soliciting opinions and expectations about the Pinole Fire Department and the services it delivers were gathered by direct interviews of stakeholders. Eighteen stakeholders were scheduled for interviews that were completed over a two-day period. Of the 18 interviewees, these stakeholders represented the City Council, City Administration, Community Members, Business Community, PFD Labor, Administrative Staff Members, Chief Officers, and surrounding Fire Chiefs.

It is important to note that the information solicited and provided during this process was provided in the form of "individual inputs," some of which are perceptions as reported by stakeholders. All information was accepted at face value without an in-depth investigation of its origination or reliability. The project team reviewed the information for consistency and frequency of comment to identify specific patterns and/or trends. The stakeholder responses are summarized next.

Elected Officials, Business Community, & Citizens

Are you aware of why we are here and the purpose of this project?

- The majority of those interviewed were aware of why ESCI's representatives were present.
- Several of those interviewed stated that issues such as the closure of Station 74 and the on-going discussion of merging/consolidating/contracting, etc., with a neighboring fire department or district have been going on for several years.
- Others interviewed indicated that the purpose is to find out where the needs are and where to go from there.
- For those individuals who were not aware of the "why" and "purpose" an update was provided.

In your opinion, what are the advantages/positives/strengths of the existing emergency service delivery system?

- The City Fire Department is providing a service and doing it well.
- Benefits were different between the bargaining groups; now, they are the same which has created harmony amongst the employees.
- The fire department has been serving the City for a long time; and people like the idea of having their own full-service fire department; one station staffed with three firefighters.
- Quick and efficient response by the fire department; impressed with the fire department.
- Responding firefighters are competent, and we have local control.
- Motivated, committed, responsive, well trained, and organized.

What are the disadvantages/negatives/weaknesses of the existing system?

- Understaffed due to disabilities, budgeting for equipment, and excessive repairs.
- The relationship between the fire department and the City could be improved.
- Closure of Station 74, due to the City having zero reserve(s) when the recession occurred in December of 2007. Financial recovery for the City has been slow resulting in not having enough funding to reopen Station 74.
- Adversarial situation due to personnel now paying for a portion of the employer's contribution to the Public Employees Retirement System.
- Strained relationship between elected officials and the fire department.
- Assuming there are services that are not currently provided.
- Pinole Fire Department is understaffed, lacks resources, equipment, and money.
- There are potential disadvantages when reflecting on the wildland fires in California last year and the close proximity of homes, schools, etc., to hills and undeveloped land within the City.
- Strong leadership, need to increase training, develop succession planning, implement performance evaluations.

Does the existing system provide the residents and community with acceptable protection?

- No, due to traffic congestion during commute hours.
- There is a perception that there is a negative impact on surrounding agencies due to Pinole Fire Department having only one fire station.
- Three firefighters is not very many; need to bring in other firefighters from neighboring agencies.
- Yes, the existing system provides acceptable protection.
- No, if the Engine has a mechanical issue; response time is negatively affected and is not an adequate response due to having to depend on our neighboring fire agencies.
- Not sure and want to have resources to respond appropriately to any requests for fire services.

How important do you think it is for the City to have its own fire department?

- The fire department is providing services now.
- Recognizes that there are efficiencies with everyone under the same roof.
- Very important.
- There appears to be a struggle now due to the need for additional resources.
- It is not that important; Stations 73 and 74 are in Pinole; who controls it does not really matter.
- If having our own fire department enables the fire department enhanced ability to respond to emergencies, then it is very important.

Do you believe there would be advantages to the City and level of service if the City were to contract with Contra Costa County FPD or have Rodeo-Hercules annex the area for the provision of fire-based services?

- Yes. Preference is partnering with Rodeo-Hercules Fire Protection District rather than Contra Costa County Fire Protection District.
- Yes, with the assumption that there are services that are not currently provided.
- There definitely would be an advantage.
- Yes, there would be additional training and resources as well as access to services Pinole does not have but the other agencies do.
- Would want this to go to the voters.
- It could be detrimental if the department could not provide—at a minimum—the current level of service.

Do you believe the community would support a parcel tax if the additional funding would improve operations and enhance the financial stability of the department either as a standalone or to fund one of the options mentioned?

- It depends on the dynamics; fixed income recipients are less likely to support an increase in taxes.
- There are competing priorities due to existing conditions of our roadways; should they be addressed at the same time?
- If they understood what improvements were and what the costs are to them; then yes.
- Folks who have wanted the improvements for a while will support it.
- Yes, however, the funds must be allocated specifically for fire service(s).
- The interviewee believes the community will support a parcel tax.
- Possibly; cannot say yes or no. Some communities will support it and other will not.

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In the event the City were to contract with Contra Costa County FPD or have Rodeo-Hercules annex the area for the provision of fire-based services, what is the one issue that—if not addressed properly—would be a deal-breaker.

- Financial/cost.
- Identify how services that are provided now will improve and identify the cost.
- Must be able to prove that response times will improve.
- If there is presence in the City.
- Amount of safety personnel provided to the area.
- Taking the time, obtaining appropriate information, making sure that all the agencies coming together are on the same page.

Who do you think would be opposed to the change?

- No—not an organized group.
- There are citizens out there that take pride in having their own fire department.
- Those who do not understand the advantages.
- None; hold on to Pinole's identity.
- People who cannot afford it.
- Those who live in Pinole and only are familiar with Station 73.
- Possibly those who believe they will be stimulating the economy; not supporting the fire department.
- Those who opposed the construction of Station 74.
- Those who oppose spending funds from the City's General Fund.
- Employees affected by combining agencies into one.

Is there anything you would like to add that we have not discussed?

- Hoping for a viable solution that is within the City's financial means.
- What does it take to provide services? A cross section of input is what is anticipated as a result of the current "report."
- Possibly the "study" will put this issue to bed so they can move forward.
- The Pinole Fire Department has always been "spot on."
- 10 years ago, it was appropriate to close Station 74; it should go to a ballot question.
- Residents in this town want more fire coverage; this report is offering the benchmark. What happens when the benchmark is met?
- It is important to come up with a viable solution that the City can afford. If community supports staffing #74—let's do it with a parcel tax. We have options.

Chief Officers, Labor Leaders, & Firefighters Representatives

What are some areas in which you think the department could make improvements?

- Infrastructure
- Improve labor relations with the City Council
- Administrative support
- Succession Planning
- Leadership stability; in the past 9 years, Pinole Fire Department has had 13 Fire Chiefs
- Battalion Chief training
- Consistent training for all safety personnel
- Open Station 74
- Policies are lacking in various yet needed areas
- Lack of a formal hiring process; at this point in time, there has been no consistency.

What do you see as the top critical issues faced by the City fire department today?

- Lack of supervision on A and C shifts
- Staffing
- Policies; there are none
- Adequate Administration—a good service model
- Morale
- Communication

What opportunities, in your view, are available to improve the service and capabilities?

- Collaboration with others
- On-line training
- Policy Development
- Contra Costa Fire Protection District
- Opportunities prevail with a reorganization

What challenges do you see to the change?

- The will of the Fire Chiefs and Elected Officials
- Going to the Union first before going to the Fire Chief
- Finances
- Public perception(s)
- Collectively reviewing the existing Budget in detail
- Local control

What drawbacks do you see to the City contracting with Contra Costa County FPD or have Rodeo-Hercules annex the area for the provision of fire-based services?

- Price of contracting with Contra Costa Fire Protection District
- Cultural differences between the three entities
- Concerned that Rodeo-Hercules Fire financial status and would not add any depth to existing services currently provided
- Health insurance and retirement benefits differ between agencies

What are the critical issues that you believe will need to be addressed prior to moving forward?

- Feasibility
- Viability
- Identify improvements
- How functioning as one will benefit the safety of personnel
- Retirement (PERS vs County Retirement)
- The type of method that will bring us together, i.e., consolidation/annexation/merger/administrative 5-year agreement

Who or what groups do you believe would oppose the change?

- Some City Council members
- Public opposition

Is there anything that you would like to add that we have not discussed?

- Battalion 7 service model should have a temporary fix; there are multiple safety issues.
- Bringing these three agencies together.
- Trying to train together.
- Salary differences
- Open to hearing the options; Pinole Fire has a stressed response number, no training, etc.

Surrounding Area Fire Chiefs

What are some areas in which you think the department (Pinole) could make improvements?

- Pinole Fire is a "taker" due to having one fire station and the need to depend on neighboring agencies.
- Open and staff Station 74.
- Increase staffing levels.
- If Pinole cannot stand alone, opportunities exist operationally when working as the same agency.
- The Battalion 7 agreement is being redesigned; however, it is not as good as being one agency.

What opportunities, in your view, are available to improve the service and capabilities within the region?

- Increase the staffing levels and validate why the levels should be increased; i.e., one or two more firefighters per shift.
- Opportunities exist operationally when working as the same agency.

What in your opinion are the top critical issues you believe Pinole Fire is facing over the next 5 years?

- Aging fleet.
- A station in the wrong location based on the population density at the waterfront.
- The constant struggle with funding.
- Expansion of services.
- Having the capability to sustain what they have developed into the future; Pinole Fire has not been able to re-gain staffing levels prior to the Recession.

What are the critical issues that you believe will need to be addressed in the Battalion 7 area in the next 5 years?

- Personnel safety
- Capacity
- Common communications
- Ensuring that each cooperating partner lives up to what they have agreed to

How would you propose to address the coverage challenges in the area around the closed Station 74?

- It is important to review existing numbers, i.e., requests for services/assistance from surrounding agencies, etc.—if the numbers aren't working today how will they work in the future?
- There exists a concern that if Rodeo-Hercules annexes the Pinole Fire Department's response area, how will Rodeo-Hercules Fire be able to maintain an acceptable level of service and staff Station(s) 73 and 74?

In your opinion does the area in and around Pinole need a staffed truck company to compliment the required effective response force?

- If there is an effective training plan, the will of the Firefighters to train, etc., then staff the truck.
- Most likely would not staff it as the Truck Company response responsibilities are contained within the Battalion 7 Agreement.
- Currently, Rodeo-Hercules' Truck Company is the only Truck Company in the area and; is currently first-out for Rodeo-Hercules Fire.

What other information would you like to add?

- This is the third request for a proposal from the City of Pinole.
- Pinole needs to do something; the current situation is not sustainable.
- The City of Pinole has placed "Fire" in the background.

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Section III:
OPTIONS FOR SHARED SERVICES

SHARED SERVICES OPTIONS

The following discussion identifies and explains multiple approaches that may be accessed in the State of California for sharing services or partnering in the delivery of services with neighboring agencies.

It is ESCI's understanding based on data review, on-site interviews, and stakeholder input, that since 1971, discussions, studies and proposals, to annex, merge, and/or contract for services between one or more neighboring agencies, have taken place. To date, none of these options have had the administrative, operational, political, or community support necessary to pursue any of the options. While other fire service delivery models are reviewed in this report, an overview of available delivery systems is included to ensure a basic understanding of available partnering strategies.

To adequately discuss the partnering continuum, the terminology and statutory provisions that are available to decision-makers must be understood. The following partner strategies, while not necessarily described by statute, differentiate between various approaches to partnering:

Status Quo

This option continues the current status of PFD without change. PFD continues to do business as they are today. There is no change to governance, staffing, or deployment of resources beyond the level of that is already in place. The current collaborative practices, through the existing cooperative service arrangements and agreements, would remain in effect.

Advanced Auto Aid Systems

When two or more agencies participate in a full boundary drop approach to dispatching the closest resource first regardless of jurisdiction. This process can be greatly enhanced with the utilization of automatic vehicle location technology.

This approach is already in place between PFD, RHFPD, and CCFPD and is memorialized via the "Battalion 7 Agreement."

Functional Consolidation

When two or more agencies enter a collaborative relationship, typically through a contract for service, no permanent organizational commitment is made, and all decision-making power remains with each organization. Interagency collaboration can take many forms and may include shared administrative and support functions, combined operational practices, the participation of fire agencies in activities such as local fire management bodies (such as fire defense boards), mutual aid agreements, and interagency disaster planning exercises. It can also provide for complete service delivery as an integrated/consolidated fire agency from one local agency to another.

One form of functional consolidation is through Contract for Service or Intergovernmental Agreement (IGA), described in greater detail as follows.

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Contract for Service—Intergovernmental Agreement (IGA)[31]

In the State of California, authorization for an intergovernmental agreement (contract for service) for the provision of fire services between agencies as provided for by California Statute and Government Code (CGC) Section 55613-55614, and the California Public Contracting Code (CPCC) Section 20811 are commonly referred to as a "Contract for Service."

The California Government Code and Public Contracting Code is written with the intent of being liberally construed relating to contracting for public safety services by cities and fire districts, and states, in part, that:

> *CPCC 20811. When a district board determines that it is in the public interest, a district may contract with any other public agency for fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and any other emergency services for the protection of lives and property.*

This permissive statute allows for a local agency, which includes cities and districts to enter into a written agreement with any other unit or units of a local agency for the performance of any or all fire services and activities that a party to the agreement, its officers or agencies, have authority to perform. The agreement may provide for the performance of a function or activity:

(1) By a consolidated and fully integrated department;
(2) By jointly providing for administrative officers and services;
(3) By means of facilities or equipment jointly constructed, owned, leased, or operated;
(4) By services and/or functions provided by one of the parties for any other party;

Collaborative approaches under the CGC can include shared or contracted programmatic services, often referred to as *functional unification* or *functional consolidation*. Approaches may include shared administrative service, training programs, fire prevention outreach, or numerous other functional collaborative strategies. This approach can also include a fully integrated/consolidated fire district with services contracted to another local agency.

California law, regulations, and policy directives declare intergovernmental cooperation as a matter of statewide concern and grants special districts broad power to contract with other governmental entities for any function or activity the agencies have authority to perform.

An example of an IGA is the May 29th Fire Services Contract proposal from Contra Costa Fire Protection District to the City of Pinole (Appendix A).

Operational Consolidation

Operational consolidation occurs when two or more separate departments join operationally or administratively to form one organization. The entities remain largely separate; however, they deliver service as if they were one agency.

[31] *California Government Code and California Public Contracting Code, Sections 55513–55614, 55631, 55632, 20811.*

Joint Powers Authority

(CGC Section 6500, et seq.)

Joint powers are exercised when the public officials of two or more agencies agree to create another legal entity or establish a joint approach to work on a common problem, fund a project, or act as a representative body for a specific activity.

Before 2016, LAFCOs did not have authority over contracts between government agencies such as Joint Powers Agreements/Agencies (JPA). However, changes in the law require cities and districts to apply to LAFCO for approval of a JPA in certain circumstances.

Many of the changes in the laws governing LAFCO are in response to confusion among citizens regarding who and how their local government services are provided. Also, constituents are requesting increased transparency in government. LAFCOs are expected to provide resources to sort out government service providers, as well as assist in the coordination and long-range planning of those services. LAFCO's role has expanded from oversight of boundary changes to conducting studies that analyze the efficient and economical provision of local government services.

Legal Unification

The concept of legal unification means combining two or more existing organizations into a single, unified, agency. Doing so includes all aspects of the organization's policies, administration, governance, financing, functions, and operations. Legal integration of fire services in California can be achieved in a number of ways, the most common forms for fire districts are district formation, consolidation, reorganization, annexation, or formation of a Joint Powers Agency. District formation, consolidation, reorganization, and annexation are changes of organization which require approval by LAFCO. In some cases, the formation or expansion of a JPA also requires LAFCO approval.

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Section IV:
OPTIONS FOR DELIVERY OF FIRE-BASED SERVICES

OPTIONS

Per the Regional Fire Service Delivery Study Scope of Work, ESCI was to research possible options for providing fire protection to the community. The alternatives available to accomplish providing these services were limited due to the lack of availability of agencies with capacity and capability in general proximity to Pinole.

Option A: Rodeo-Hercules Fire Protection District

During preliminary discussions with the City of Pinole and the Chief of the Rodeo-Hercules Fire Protection District (RHFPD), ESCI was led to believe that the District was interested in offering a proposal to provide fire protection services under contract to territory within the City of Pinole or annex the area within the City limits into the District so it would receive services comparable to other territories within the District.

Several weeks into developing the baseline analysis of options, the RHFPD Fire Chief transmitted a note via email that RHFPD would not be interested in submitting proposals until the study is completed. Prior to receiving the communication from RHFPD, ESCI had initiated a preliminary analysis of the District's organizational structure and financial condition based on information available via the internet.

RHFPD is similar in operational make up to PFD with the exception being RHFPD operates two staffed stations versus PFD's one. RHFPD, like PFD, has minimal administrative staff to carry out critical administrative tasks. In the event RHFPD were to submit any proposal to provide service, the proposal should include a provision for opening PFD Station 74 as well as staffing key administrative functions.

Should RHFPD express an interest in annexing the area within the Pinole City Limits, the following will need to be considered:

- Expand the boundaries of the Rodeo-Hercules FPD to include territory within the City of Pinole by submitting an annexation proposal to LAFCO.
- Transfer (or lease) City-owned fire service facilities and equipment (i.e., stations, rolling stock, hoses, ladders, etc.) to the Rodeo-Hercules FPD.
- Have the RHFPD hire City of Pinole employees who provide fire protection and wish to become employees of the RHFPD and devise a process to determine relative employee seniority.
- Determine how to fund the additional service responsibilities incurred by the RHFPD such as reallocate a percentage of the City's property tax allocation to RHFPD effective the year the annexation becomes effective. This percentage amount would be negotiated and approved by the City, the District, and the Board of Supervisors and consider extending an existing Special Tax already imposed by Rodeo-Hercules FPD within its current boundaries to the parcels being annexed. It is assumed this would be a condition of LAFCO's approval of the annexation.

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- As a result of these changes, (1) the territory within the City would be within the boundaries and service area of the RHFPD, (2) the City would receive a smaller portion of the 1 percent property tax levied within its boundaries but would have fewer municipal expenses since it would no longer provide fire protection services, and (3) property owners within the City would begin paying the special tax which is already being paid by property owners within the Rodeo-Hercules FPD.
- Any proposal from RHFPD should include a plan to staff Pinole Station 74 and provide the administrative functions currently missing within PFD.

Option B: Contra Costa County Fire Protection District

The City of Pinole requested a proposal from Contra Costa County Fire Protection District (CCFPD) to provide services within the Pinole City Limits.

The proposal received from CCFPD is analyzed below. It must be noted that as stated in the document from CCFPD, this is a proposal, not an offer to provide service, and all terms of the proposal would require negotiation.

CCFPD provides fire and emergency medical services to nearly a million people across its 304-square-mile District area, and through mutual aid, in and around the 19 cities and unincorporated communities of Contra Costa County, California. With few exceptions, county emergency ambulance transport services are provided by CCFPD through its unique sub-contractor Alliance model. In 2018, the District responded to nearly 75,000 fire and EMS emergencies and dispatched some 95,000 ambulances, providing expert medical care on more than 74,000 ambulance transports. The District, with 26 fire stations and more than 400 employees, appears to be well funded, well equipped, and is capable of expanding services to include the City of Pinole.

The terms of the proposal include staffing each station with a crew of three personnel on a 24-hour per day, seven days per week basis, and one Battalion Chief-level position on a 56-hour per shift basis with an annual 5 percent escalation for all labor costs. The proposal includes providing components of administration currently understaffed by PFD, such as training, EMS program oversight, duty chief coverage, IT support, and others. The proposal does not include Fire Prevention/Fire Investigation Services or code enforcement that is not cost neutral. The proposal also does not include annual charges for dispatch services. Should Pinole elect to purchase or retain its own equipment, the District would provide maintenance services on those vehicles at an hourly rate of $100 per hour. The proposal does not include a cost for mobile or hand-held radio equipment. Should Pinole elect to allow the CCFPD to purchase fire trucks for use in the City, the proposal contains a provision for the City to contribute funds to the District's apparatus replacement fund, based on a 10-year replacement cycle for the apparatus.

The City of Pinole may negotiate a contract with CCFPD that would not include acquiring fire apparatus through the service contract; however, it would still be necessary for the City to acquire apparatus to provide the services contemplated under the contract. Operating costs proposed under the contract are indicated in the following figure. Capital costs included in the proposal from CCFPD are separately indicated below the operating costs. The City is in the process of acquiring a new Type I engine. The engine, while capable of comparably performing all the required tasks, does not meet the current specifications of CCFPD.

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Figure 127: Contra Costa Fire Protection District Proposal for Fire Protection Services

Contra Costa Fire Protection District Proposal	Projected				
	Year 1	Year 2	Year 3	Year 4	Year 5
Staffing Costs, Including Benefits, Escalates at 5% per Year					
Station 73	3,274,629	3,438,360	3,610,278	3,790,792	3,980,332
Station 74	3,274,629	3,438,360	3,610,278	3,790,792	3,980,332
Shift Battalion Chief	467,880	491,274	515,838	541,630	568,711
Staffing Sub-Total	7,017,138	7,367,995	7,736,395	8,123,214	8,529,375
Administrative Overhead (10%)	701,714	736,799	773,639	812,321	852,938
Total Operating Costs Per the Proposal	7,718,852	8,104,794	8,510,034	8,935,535	9,382,313
Optional Capital Replacement Costs and Staff Vehicle Rental					
Battalion Chief Vehicle	8,700	8,700	8,700	8,700	8,700
Type I Engine—Station 73	94,985	94,985	94,985	94,985	94,985
Type I Engine—Station 74	94,985	94,985	94,985	94,985	94,985
Type III Engine—Station 73	42,150	42,150	42,150	42,150	42,150
Type III Engine—Station 74	42,150	42,150	42,150	42,150	42,150
Capital Replacement Reserve	310,000	310,000	310,000	310,000	310,000
Type I Engine Loose Equipment—73	45,000	-	-	-	-
Type I Engine Loose Equipment—74	45,000	-	-	-	-
Type III Engine Loose Equipment—73	25,000	-	-	-	-
Type III Engine Loose Equipment—74	25,000	-	-	-	-
Battalion Chief Loose Equipment	25,000	-	-	-	-
Equipment Replacement Reserve	22,500	22,500	22,500	22,500	22,500
Totals	**$8,499,322**	**$8,720,264**	**$9,125,504**	**$9,551,006**	**$9,997,783**

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The following figure shows the impact on the City of Pinole's projected budgets through the fifth year. This proposal uses the total operating costs from the CCFPD proposal from Figure 127 as the starting point. These costs would include a minimum of three crew members per shift staffing at both stations, the cost of a Battalion Chief's position, and administrative costs of 10 percent of the total salary and benefits costs. The proposal has an automatic five percent annual escalator included for anticipated cost increases. All current costs associated with the fire department are removed, and the contract fire prevention officer costs added back to determine the impact on the City's General Fund Budget for the five years. These calculations freeze the City's General Fund and Measure S contributions at current levels. To re-open Station 74, an apparatus will be required and, to ensure funds are available to purchase replacement apparatus, an apparatus replacement fund is indicated as being created. While the City would no longer pay for current, normal costs for pensions, the City's unfunded actuarial liabilities would not be extinguished, and payments would be required to pay off that liability. The costs associated with accepting the Contra Costa FPD proposal assume that the City of Pinole will, rather than purchase apparatus through the proposal, purchase its own apparatus and create a fleet replacement fund to provide cash to replace the vehicles at the end its useful life. Accordingly, some amount should be considered for annual maintenance costs related to the apparatus. Similar to the projected amounts contained in prior figures, the information contained in the following figures represents amounts available on October 8, 2019. These amounts will be modified as amended amounts are provided and will be included in the addendum to this report. **The additional funding required for this alternative is in addition to the funds required under the five-year operating costs of the PFD.**

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Figure 128: Impact on Future City of Pinole Operating Budgets of Accepting the Contra Costa FPD Proposal

Costs	Year				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Contra Costa Proposed Operating Costs (Figure 127)	7,718,852	8,104,794	8,510,034	8,935,536	9,382,313
Add Fire Prevention Costs	160,000	160,000	160,000	160,000	160,000
UAL Pension Liability Payment	386,129	441,171	506,390	559,659	591,073
Total Operating Costs	**8,264,981**	**8,705,965**	**9,176,424**	**9,655,195**	**10,133,386**
Additional Type I Engine Lease	102,948	102,948	102,948	102,948	102,948
Replacement Fund	231,454	231,454	231,454	231,454	231,454
Total Capital Expenditures	**334,402**	**334,402**	**334,402**	**334,402**	**334,402**
Total Expenditures	**8,599,383**	**9,040,367**	**9,510,826**	**9,989,597**	**10,467,788**
Deduct GF Funding Cap	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Projected Funding from Measure S Initiatives	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)
Revised Net Funding from the Parcel Tax	**4,100,160**	**4,541,144**	**5,011,603**	**5,490,374**	**5,968,565**
Commercial Tracts	574	574	574	574	574
Parcel Tax Per Tract	886	981	1,083	1,186	1,290
Costs Allocated	508,515	563,207	621,555	680,934	740,240
Multi-Family Tracts	105	105	105	105	105
Parcel Tax Per Tract	738	818	902	989	1,075
Costs Allocated	77,518	85,855	94,749	103,801	112,842
Single Family Tracts	5,950	5,950	5,950	5,950	5,950
Parcel Tax Per Tract	591	654	722	791	860
Costs Allocated	3,514,127	3,892,082	4,295,299	4,705,639	5,115,483
Total Tracts	6,629	6,629	6,629	6,629	6,629
Parcel Tax Per Tract	618.52	685.04	756.01	828.24	900.37
Total Costs Allocated	**4,100,160**	**4,541,144**	**5,011,603**	**5,490,374**	**5,968,565**
Escalation		10.76%	10.36%	9.55%	8.71%

The decrease in the annual escalation results from the reduction in the percentage growth rate of the funding for the UAL pension costs.

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Option C: Expansion of the Pinole Fire Department System

A third alternative to be considered is the restoration of the service model using the currently closed Station 74 and staffing of key administrative positions. This alternative maintains minimum staffing of three personnel for each of the three shifts at this station and enhances service to the area around Station 74 to include initial attack for fire incidents and the provision of advanced life support (Paramedics). It is contemplated that the officers and engineers for Station 74 will be promoted from the current employees at Station 73 and all new hires will be at the firefighter level and placed under the PEPRA pension system. Salaries for each of the three positions are projected using Step B from the City of Pinole Salary Ranking schedule dated May 31, 2019. Since May 31, 2019, employees have received a 3 percent cost of living adjustment. Overtime costs are projected to be approximately $100,000 per year higher than those projected at Station 73 or approximately $400,000 per year, or $133,333 per shift. Pension and benefit costs are projected by interpolating costs from the FY 19/20 Budget. Medicare costs are calculated at 1.045 percent of gross salaries. Education and certification pay is calculated at $50 per month per position. Salary costs are escalated at the previously established 3 percent annually. Benefits other than pension costs increase at a 5 percent annual rate. Pension costs are estimated to remain at 13.1 percent per the CalPERS August 2018 PEPRA Safety Fire Plan Annual Valuation report as of June 30, 2017, for the new employees.

There will be other miscellaneous but minimal station operating expenses resulting from the occupancy of the station on a full-time basis. There will be additional supplies, including the annual employee clothing allowances and start-up costs for turnout gear for new employees.

Additionally, capital expenditures may include the acquisition of a new Type I engine to be used by the expanded crews at Station 74.

The following figure indicates the costs associated with adding Station 74 back into the deployment model.

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Figure 129: Projected Costs to Re-Open Station 74, Years 1–5

Station 74 Staffing Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Station 74 Staffing Costs					
Captain	95,539	98,405	101,357	104,398	107,530
Engineer	86,337	88,927	91,595	94,343	97,173
Firefighter/Paramedic	82,724	85,206	87,762	90,395	93,107
Overtime Costs	133,333	133,333	133,333	133,333	133,333
Per Shift	397,933	405,871	414,047	422,469	431,143
Number of Shifts	3	3	3	3	3
Compensation	*1,193,800*	*1,217,614*	*1,242,140*	*1,267,407*	*1,293,429*
Pension Costs	157,009	160,141	163,366	166,689	170,112
Estimated Health Insurance	248,462	260,885	273,929	287,625	302,007
Life And AD&D Insurance	3,445	3,617	3,798	3,988	4,187
Medicare	17,310	17,655	18,011	18,377	18,755
Estimated Education/Certification Pay	5,400	5,400	5,400	5,400	5,400
Benefits	*431,625*	*447,698*	*464,504*	*482,080*	*500,460*
Compensation and Benefits—Station 74	**1,625,425**	**1,665,312**	**1,706,643**	**1,749,487**	**1,793,889**
Clothing Allowance	9,000	7,200	7,200	7,200	7,200
Turnout Gear	31,500	—	—	—	—
Total Supplies	40,500	7,200	7,200	7,200	7,200
Total Operating Costs	**1,665,925**	**1,672,512**	**1,713,843**	**1,756,687**	**1,801,089**
Type I Engine Lease	102,948	102,948	102,948	102,948	102,948
Apparatus Replacement Fund	231,454	231,454	231,454	231,454	231,454
Total Capital Expenditures	334,402	334,402	334,402	334,402	334,402
Total Costs	**$2,000,327**	**$2,006,914**	**$2,048,245**	**$2,091,089**	**$2,135,491**

Based on ESCI's review of critical administrative functions, PFD will need additional full-time staffing to manage programs and other administrative tasks. ESCI is recommending the creation of three 40-hour per week positions to assist in managing the organization. The first position would be an Administrative Battalion Chief, responsible for the EMS program, training program oversight, policies and procedures, and provide an additional chief officer for supervision. The second position would be a Training Captain responsible for the training program with oversight from the Administrative Battalion Chief. A third recommended position would be a Fire Prevention Officer responsible for all fire prevention duties, including those carried out by the current contract inspector. The following figure provides an estimated cost for each position and in total.

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Figure 130: Projected Costs of Additional Administrative Positions, FY 19/20–FY 23/24

Projected Administrative Position Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Battalion Chief—Administration	*152,894*	*157,481*	*162,205*	*167,072*	*172,084*
Pension Costs	20,029	20,630	21,249	21,886	22,543
Estimated Health Insurance	26,292	27,607	28,987	30,437	31,958
Life and AD&D Insurance	420	441	463	486	511
Medicare	2,217	2,328	2,444	2,566	2,695
Estimated Education/Certification Pay	600	630	662	695	729
Benefits	*49,558*	*51,636*	*53,805*	*56,070*	*58,436*
Salary & Benefits—Admin BC	**202,452**	**209,117**	**216,010**	**223,142**	**230,520**
Captain—Training	*88,339*	*90,989*	*93,719*	*96,530*	*99,426*
Pension Costs	11,572	11,920	12,277	12,645	13,025
Estimated Health Insurance	26,292	27,607	28,987	30,437	31,958
Life and AD&D Insurance	243	255	268	281	295
Medicare	1,281	1,345	1,412	1,483	1,557
Estimated Education/Certification Pay	600	630	662	695	729
Benefits	*39,988*	*41,757*	*43,606*	*45,541*	*47,564*
Salary & Benefits—Training Capt.	**128,327**	**132,746**	**137,325**	**142,071**	**146,990**
Fire Prevention Officer (Building Inspector pay)	*67,601*	*69,629*	*71,718*	*73,870*	*76,086*
Pension Costs	8,856	9,121	9,395	9,677	9,967
Estimated Health Insurance	26,292	27,607	28,987	30,437	31,958
Life and AD&D Insurance	186	195	205	215	226
Medicare	980	1,029	1,081	1,135	1,191
Estimated Education/Certification Pay	600	630	662	695	729
Benefits	*36,914*	*38,582*	*40,330*	*42,159*	*44,071*
Salary & Benefits—Prevention Capt.	**104,515**	**108,211**	**112,048**	**116,029**	**120,157**
Total Administrative Personnel Costs	**$435,295**	**$450,074**	**$465,382**	**$481,240**	**$497,669**

The following figure combines the current projections, projected costs associated with re-opening Station 74, and the costs to increase administrative positions for the fire department. This alternative includes setting a fixed amount to be funded from the City's General Fund Budget that is limited to the funding amount in the adopted FY 19/20 budget. The Measure S initiatives from both 2014 and 2006 are frozen in a similar manner. The funds to provide for these costs are proposed to be derived from the implementation of a parcel tax.

Current fire department operating costs, as identified in Figure 27 and the following figure, includes payments under the legacy CalPERS pension system, which is anticipated to increase dramatically over the next several years. Pension costs on salaries included in the proposed Station 74 and Administrative positions are calculated under the less expensive PEPRA system.

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Figure 131: Projected Fire Department Costs Including Station 74 and Administrative Staffing, FY 20/21–FY 24/25

Projected Fire Department Operating Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Current Fire Dept Operating Projections (Figure 27)	**5,272,626**	**5,829,220**	**6,434,978**	**7,095,984**	**7,854,198**
Less Contract Fire Prevention Costs	(160,000)	(160,000)	(160,000)	(160,000)	(160,000)
Station 74 Operating Costs (Figure 129)	**1,665,925**	**1,672,512**	**1,713,843**	**1,756,687**	**1,801,089**
Administrative Positions (Figure 130)	435,295	450,074	465,382	481,240	497,669
Type I Engine	102,948	102,948	102,948	102,948	102,948
Apparatus Replacement Fund	231,454	231,454	231,454	231,454	231,454
Total Costs	**7,548,248**	**8,126,208**	**8,788,605**	**9,508,313**	**10,327,358**
Measure S Initiatives (Figure 27)					
Measure S 2006	794,698	794,698	794,698	794,698	794,698
Measure S 2014	309,189	309,189	309,189	309,189	309,189
Total Other Revenues	**1,103,887**	**1,103,887**	**1,103,887**	**1,103,887**	**1,103,887**
General Fund Maximum Amount	3,395,335	3,395,335	3,395,335	3,395,335	3,395,335
Total Projected Funding	**4,499,222**	**4,499,222**	**4,499,222**	**4,499,222**	**4,499,222**
Balance to Fund from Proposed Parcel Tax	**3,049,026**	**3,626,986**	**4,289,383**	**5,009,091**	**5,828,136**
Commercial Parcels	574	574	574	574	574
Per Parcel	658.80	783.68	926.80	1,082.31	1,259.28
Total Allocation	**378,150**	**449,830**	**531,983**	**621,243**	**722,824**
Multi-Family Parcels	105	105	105	105	105
Per Parcel	549.00	653.06	772.33	901.92	1,049.40
Total Allocation	**57,645**	**68,572**	**81,095**	**94,702**	**110,187**
Single-Family Parcels	5,950	5,950	5,950	5,950	5,950
Per Parcel	439.20	522.45	617.87	721.54	839.52
Total Allocation	**2,613,231**	**3,108,584**	**3,676,305**	**4,293,146**	**4,995,125**
Total Costs Allocated	**3,049,026**	**3,626,986**	**4,289,383**	**5,009,091**	**5,828,136**
All Tracts w/o Regard to Classification	6,629	6,629	6,629	6,629	6,629
Parcel Tax Per Tract	459.95	547.14	647.06	755.63	879.19
Percentage Increase in Parcel Tax, Annual		18.96%	18.26%	16.78%	16.35%

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Option D: Staffing of Station 74 Service Area Utilizing Two-Person Unit

A fourth alternative to consider is the implementation of a service model using the currently closed Station 74 and utilizing a quick response/attack unit staffed with two qualified personnel. This option enhances service to the area around Station 74 to include limited initial attack for fire incidents and improved provision of advanced life support (Paramedics). Salaries for the two positions are projected using Step B from the City of Pinole Salary Ranking schedule dated May 31, 2019. Pension costs are calculated at the PEPRA rate of 13.1 percent, and benefit costs are projected by interpolating costs from the FY 19/20 Budget. Medicare costs are calculated at 1.045 percent of gross salaries. Education and certification pay is calculated at $50 per month per position. Salary costs are escalated at the previously established 3 percent annually. Benefits other than pension costs increase at a 5 percent annual rate. Pension costs are estimated to remain at 13.1 percent per the CalPERS August 2018 PEPRA Safety Fire Plan Annual Valuation report as of June 30, 2017, for the new employees. This alternative, while not recommended, restores the minimum staffing of two personnel for each of the three shifts at this station.

Figure 132: Estimated Cost of Reopening and Staffing a Quick Response Pumper at Station 74

Station 74 Staffing Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Engineer	86,337	88,927	91,595	94,343	97,173
Firefighter/Paramedic	82,724	85,206	87,762	90,395	93,107
Overtime Costs	66,667	66,667	66,667	66,667	66,667
Per Shift	235,727	240,799	246,023	251,404	256,946
Number of Shifts	3	3	3	3	3
Compensation	*707,182*	*722,398*	*738,070*	*754,212*	*770,838*
Pension Costs	92,641	94,634	96,687	98,802	100,980
Estimated Health Insurance	165,641	173,923	182,619	191,750	201,338
Life and AD&D Insurance	2,041	2,143	2,250	2,362	2,480
Medicare	10,254	10,475	10,702	10,936	11,177
Estimated Education/Certification Pay	5,400	5,400	5,400	5,400	5,400
Benefits	*275,977*	*286,575*	*297,658*	*309,250*	*321,375*
Compensation and Benefits—Station 74	**983,159**	**1,008,973**	**1,035,728**	**1,063,462**	**1,092,213**
Station 74 Supplies					
Clothing Allowance	9,000	7,200	7,200	7,200	7,200
Turnout Gear	31,500	–	–	–	–
Total Supplies	*40,500*	*7,200*	*7,200*	*7,200*	*7,200*
Total Station 74 Costs	**1,023,659**	**1,016,173**	**1,042,928**	**1,070,662**	**1,099,413**
PFD Projected Operating Costs	5,272,626	5,829,220	6,434,978	7,095,984	7,854,198
Quick Attack Pumper Lease	24,048	24,048	24,048	24,048	24,048
Projected Costs	6,320,333	6,869,441	7,501,954	8,190,694	8,977,659
General Fund Maximum Contributions	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Measure S Initiatives—Maximum	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)

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Station 74 Staffing Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Amount to Fund from Parcel Tax	**1,821,110**	**2,370,217**	**3,002,731**	**3,691,471**	**4,478,436**
Commercial Tracts	574	574	574	574	574
Parcel Tax Per Tract	393.48	512.13	648.79	797.61	967.65
Costs Allocated	225,860	293,962	372,408	457,828	555,430
Multi-Family Tracts	105	105	105	105	105
Parcel Tax Per Tract	327.90	426.77	540.66	664.67	806.37
Costs Allocated	34,430	44,811	56,770	69,791	84,669
Single Family Tracts	5,950	5,950	5,950	5,950	5,950
Parcel Tax Per Tract	262.32	341.42	432.53	531.74	645.10
Costs Allocated	1,560,820	2,031,444	2,573,553	3,163,852	3,838,337
Total Costs Allocated	**1,821,110**	**2,370,217**	**3,002,731**	**3,691,471**	**4,478,436**
All Tracts w/o Regard to Classification	6,629	6,629	6,629	6,629	6,629
Parcel Tax Per Tract	274.72	357.55	452.97	556.87	675.58
Escalation		30.15%	26.69%	22.94%	21.32%

Capital Costs to Implement the Expansion of Services

To accomplish the reopening of Station 74 as a firefighting unit with medical first response capabilities and to fill the administrative and prevention positions recommended above, it will be necessary to invest in capital resources. The following figure estimates the amounts necessary to acquire the vehicles identified in the preceding recommendations.

Figure 133: Costs of Capital Resources to Reopen Station 74 and Add Administrative and Prevention Staff

Description	Vehicle Cost	Equipment Cost	Total Cost
Quick attack	$150,000	$50,000	$200,000
Or Type I Engine	$850,000	$50,000	$900,000
Battalion Chief SUV	$45,000	$30,000	$75,000
Training Captain Pickup	$35,000	$20,000	$55,000
Fire Prevention Officer	$35,000	$5,000	$40,000

In comparing the costs between a Type I engine with a crew of three and a Type VI quick attack pumper with a crew of two, several issues need to be considered in the decision. The first issue is the expectation of the community as to the effectiveness of the smaller crew of the Type VI in arriving on a structure fire and being expected to safely perform the tasks of the larger crew of the Type I engine. Placing a Type I engine in Station 74 would improve response times to the area served by the station and would increase firefighter safety as well as effectiveness throughout the system. Personnel costs would increase approximately $400,000 per year to add the third firefighter position per shift at Station 74.

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Potential Revenue Source to Provide Funding for Restoration of Services from Station 74

Costs required to improve the performance of the Pinole Fire Department by restoring fire and EMS response services from Station 74 are significant and include operations as well as capital costs. As the City of Pinole continues to experience fiscal issues associated with, among other demands, increased pension funding requirements, an additional source of revenue is necessary to provide funding for the increased costs associated with Station 74. Figure 129 indicates the projected first five-years of costs associated with PFD providing service from Station 74.

ESCI evaluated various service fee lists provided by the City of Pinole to determine if any were a suitable model for an allocation schedule that fairly distributes the costs among the types of parcels. ESCI determined that none of the provided fee allocation schedules were appropriate and elected to develop a model based on differences in assumed risk between the three categories; commercial, multi-family residential, and single-family residential. The methodology assumes that single-family residential would be the base risk upon which the other categories would be viewed and would assign it a 1.0 risk factor. Multi-family residential would be assigned a risk factor of 1.25 or 25 percent higher risk than that of a single-family residence, the thought is that the impact to multiple residents is greater due to the proximity of a neighboring residence (two layers of sheetrock versus a required separation between single-family homes). Commercial parcels are assigned a risk factor of 1.5 or 50 percent higher than single-family residential units due to, typically, larger floor space, more flammable contents and the risk extending beyond the typical life hazards found in residential structures to the potential economic impact of the loss of an employer and sales tax generator in the city. This methodology creates a higher parcel assessment for multi-family residential and commercial parcels than single-family residential parcels. The same methodology was utilized to evaluate the various alternatives to provide fire protection services. An additional per parcel calculation is included that spreads the increased costs over the total number of parcels.

The above calculation does not recognize any discounts for senior citizens. Proposed discounts may be calculated and totaled to determine the impact on the total assessment and, to offset that impact, a formula may be developed using the revenue generated by each $0.01 to compensate for the discounts.

Section V:
CONCLUSIONS & RECOMMENDATIONS

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KEY FINDINGS

This section of the report contains findings as well as recommendations that have been noted and or developed during the course of this study. The following lists ESCI's key findings:

- Due to the lack of sufficient command and administrative staff, the department struggles to maintain compliance with performance goals, industry standards, and workload.
- Data collection and records management analysis was challenging due to inconsistencies.
- The department needs additional staffing to fulfill all fire prevention related functions satisfactorily.
- PFD does not have a designated individual committed to the training function for the department. The responsibility for conducting all needs assessments relative to training, as well as program design, coordination, and records keeping.
- The department does not have adequate training props, although funding has been included in the FY 19/20 budget to purchase some.
- The minimum staffing level for PFD does not provide for the two-in/two-out structure firefighting per OSHA mandates.[32]
- PFD is fully dependent on automatic and mutual aid for any call requiring more than one unit.
- In the event of concurrent incidents requiring more than the one staffed Pinole Engine, service to the residents of Pinole for the additional incidents must be provided by other agencies.
- In 2018, none of the reported fire incidents achieved the stated performance objective of 21 firefighters on-scene, nor did the travel time for all apparatus on-scene approach 8 minutes.
- Projected General Fund revenues are not sufficient to provide for Fire Department General Fund expenditures on an annual basis and will require a continued drawdown of General Fund reserve balances.
- Station 73's crew quarters need remodeling and updating, which may include ADA accommodation.
- PFD apparatus specifications have not been standardized with the Battalion 7 apparatus.
- Absent automatic and mutual aid from surrounding agencies, standalone PFD is not capable of handling an incident, such as a trash fire, car fire, or medical incident requiring more than one apparatus, much less a more complex incident.
- At 110 calls per 1,000 population, PFD has a higher median number of calls per 1,000 population than the region but slightly lower than the urban high range.
- Much of the developed residential area in the eastern part of the city is beyond 1.5 miles of Station 73.
- Due to Station 74 being closed, a portion of the developed residential area in the southeast part of the city is beyond the 4-minute travel time footprint.

[32] Section (g)(4) of OSHA's Respiratory Protection Standard, 29 CFR 1910.134.

- Funding does not appear to be available to cash purchase the required Type I apparatus for Station 74, should that station be reopened.
- The contact proposal from Contra Costa Fire Protection District would result in increased services and depth of support; however, the proposed contract costs exceed the costs of providing those services if the City were to remain a standalone department, open Station 74, and add staff as recommended in Option C.

Short-Term Recommendations

Recommendation A: Adopt Response Performance Goals that are Achievable

A community's desired level of service is a uniquely individual decision. No two communities are exactly alike. Performance goals must be tailored to match community expectations, community conditions, and the ability to pay for the resources necessary to attain the desired level of service.

Levels of service and resource allocation decisions are the responsibility of the community's elected officials, in this case, the Pinole City Council. The policymaking body must carefully balance the needs and expectations of its citizenry when deciding how to allocate money to all the services it provides.

ESCI recommends the following as PFD fire and life safety response performance goals. Formal adoption of goals allows PFD management to report progress on the achievement of these goals, conditions that are impeding progress, and resources needed to improve service regularly.

Call-Processing Performance Goal

The first phase of overall response time is call processing time. This phase begins when the call is received at the PSAP center and ends when response resources are notified of an emergency. There are two components: answer time and dispatch time.

Recommended Call-Processing Goal:

- 911 calls will be answered at the primary PSAP within 15 seconds, 95 percent of the time.
- Response resources shall be notified of a priority incident within 64 seconds from receipt of the call at the dispatch center, 90 percent of the time.

Turnout Time Performance Goal

Turnout time is one area over which the fire department has total control and is not affected by outside influences. Turnout time, or the time between when the call is received by the response units (dispatched) and when the unit is en route to the incident location (responding), affects overall response times. Reducing this time component reduces total response time.

NFPA 1710 recommends turnout time performance of 80 seconds or less for fire and special operations responses, and 60 seconds or less for all other priority responses.

Recommended Turnout Goal:

- Response personnel shall initiate the response of a unit capable of mitigating an incident to a priority fire and special operations incident 80 seconds from notification, 90 percent of the time.
- Response personnel shall initiate a response to all other priority incidents within 60 seconds from notification, 90 percent of the time.

Response Time for the First-Due Unit Goal

The time required to deliver the first response unit capable of intervening in the emergency includes both turnout time and travel time but not call processing time. Based on current performance and implementation of operational improvements, the following are recommended.

Recommended First-Due Response Time Goal:

- The first response unit capable of initiating effective incident intervention shall arrive at a priority fire or special operations incident within 5 minutes, 20 seconds from notification of response personnel, 90 percent of the time.
- The first response unit capable of initiating effective incident intervention shall arrive at all other priority incidents within 5 minutes from notification of response personnel, 90 percent of the time.

Effective Response Force Performance Goal

A fire department's resource *concentration* is the spacing of multiple resources close enough together so that an initial "Effective Response Force" (ERF) for a given risk can be assembled on the scene of an emergency within the specific time frame identified in the community's performance goals for that risk type. An initial effective response force is defined as that which will be most likely to stop the escalation of the emergency.

The minimum ERF for a low-rise structure fire is identified as the arrival of at least four fire engines, one ladder truck, and one Battalion Chief (17 personnel total). This initial ERF does not necessarily represent the entire alarm assignment, as additional units may be assigned based on long-term incident needs and risks. Additional engines, ladders, or other specialty companies are assigned to higher risk responses to accomplish additional critical tasks that are necessary beyond the initial attack and containment.

Recommended Effective Response Force Goal:

- The full effective response force shall arrive at a moderate risk structure fire within 9 minutes, 20 seconds of notification of response personnel, 90 percent of the time.

Estimated Cost: None

Recommendation B: **The City should consider moving forward with the necessary steps to improve service via reopening Station 74, and staffing and administrative support, as funding becomes available.** Based on ESCI's review of all options and associated costs to implement, the recommendation is for the City to consider moving forward with Option C: Expansion of Pinole Fire Department System as discussed and portrayed in Figure 129, Figure 130, and Figure 131 and summarized in the following.

To create a safer environment for the firefighters and citizens and provide an appropriate administrative workforce, the restoration of the service model using the currently closed Station 74 and staffing of key administrative positions is essential.

Moving forward with this option will restore all-risk services to the area around the currently closed Station 74, increase the safety of the firefighters by allowing for compliance with the OSHA two-in/two-out rule for structure fires, provide for enhanced Advanced Life Support (Paramedic) response to requests for emergency medical services, make available a second unit in the city for concurrent incidents, and provide staffing of key administrative positions.

Consider a lease-purchase of the new apparatus for Station 74, which will minimize the fluctuations in the amounts of the parcel tax assessments.

Recommendation C: Consider initiating the process of securing additional funding.
ESCI recommends that the City consider moving forward with the process of pursuing an additional funding source such as a parcel tax as shown in Figure 131 and restated below:

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Figure 134: Projected Fire Department Costs Including Station 74 and Administrative Staffing, FY 20/21–FY 24/25

Projected Fire Department Operating Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Current Fire Dept Operating Projections (Figure 27)	**5,272,626**	**5,829,220**	**6,434,978**	**7,095,984**	**7,854,198**
Less Contract Fire Prevention Costs	(160,000)	(160,000)	(160,000)	(160,000)	(160,000)
Station 74 Operating Costs (Figure 129)	**1,665,925**	**1,672,512**	**1,713,843**	**1,756,687**	**1,801,089**
Administrative Positions (Figure 130)	435,295	450,074	465,382	481,240	497,669
Type I Engine	102,948	102,948	102,948	102,948	102,948
Apparatus Replacement Fund					
Total Costs	**7,548,248**	**8,126,208**	**8,788,605**	**9,508,313**	**10,327,358**
Measure S Initiatives (Figure 27)					
Measure S 2006	794,698	794,698	794,698	794,698	794,698
Measure S 2014	309,189	309,189	309,189	309,189	309,189
Total Other Revenues	**1,103,887**	**1,103,887**	**1,103,887**	**1,103,887**	**1,103,887**
General Fund Maximum Amount	3,395,335	3,395,335	3,395,335	3,395,335	3,395,335
Total projected funding	**4,499,222**	**4,499,222**	**4,499,222**	**4,499,222**	**4,499,222**
Balance to Fund from Proposed Parcel Tax	**3,049,026**	**3,626,986**	**4,289,383**	**5,009,091**	**5,828,136**
Commercial Parcels	574	574	574	574	574
Per Parcel	658.80	783.68	926.80	1,082.31	1,259.28
Total Allocation	**378,150**	**449,830**	**531,983**	**621,243**	**722,824**
Multi-Family Parcels	105	105	105	105	105
Per Parcel	549.00	653.06	772.33	901.92	1,049.40
Total Allocation	**57,645**	**68,572**	**81,095**	**94,702**	**110,187**
Single-Family Parcels	5,950	5,950	5,950	5,950	5,950
Per Parcel	439.20	522.45	617.87	721.54	839.52
Total Allocation	**2,613,231**	**3,108,584**	**3,676,305**	**4,293,146**	**4,995,125**
Total Costs Allocated	**3,049,026**	**3,626,986**	**4,289,383**	**5,009,091**	**5,828,136**
All Tracts w/o Regard to Classification	6,629	6,629	6,629	6,629	6,629
Parcel Tax Per Tract	459.95	547.14	647.06	755.63	879.19
Percentage Increase in Parcel Tax, Annual		18.96%	18.26%	16.78%	16.35%

ESCI, in conjunction with the recommendation to adopt a parcel tax, recommends that the City consider the use of a lease/purchase facility to acquire the Type I engine required in Recommendation A.

Regardless of the option chosen, additional funding must be developed to fill the gap between existing financing of the current fire service deployment model and the proposed expanded deployment model. Available options for California jurisdictions include special sales tax assessments and parcel tax assessments. ESCI recommends that consideration be given that the selected alternative be restricted to funding only costs associated with funding the expanded deployment model.

Recommendation D: Standardize apparatus specifications.
Consideration should be given to the standardization of apparatus specifications throughout Battalion 7. Standardization of specifications will enhance operational efficiency and could result in cost savings via group purchasing.

Recommendation E: Review all current fire department alarm assignments.
Consideration should be given to reviewing the department's alarm assignments and determine the number of resources required for an effective response force based on risk.

Recommendation F: Improve the collection and analysis of incident data.
Much can be revealed by collecting and evaluating incident data accurately and regularly. Challenges to quick response can be identified and solutions proposed. Trends can be discovered, allowing the fire department to prepare for changes and or increases in response workload. Frequent incident types can be identified, and steps can be taken to reduce their occurrences, such as public safety education or building engineering.

Mid- to Long-Term Recommendations

Recommendation G: Initiate recruitment of additional staff.
As soon as funding is available, ESCI recommends that the City recruit the positions identified in Option C: "Expansion of Pinole Fire Department System." This would include:

- 3 Captains
- 3 Fire Apparatus Operators
- 3 Firefighters
- 1 Administrative Battalion Chief
- 1 Training Captain
- 1 Fire Prevention Officer

Recommendation H: Remodel Station 73
Fire Station 73's crew quarters require remodeling to accommodate the relocation of the shared shift Battalion Chief and additional administrative staff.

Recommendation G: Capital Equipment and Facilities Fund
Establish a capital equipment and facilities replacement fund. A portion of the proposed parcel tax could be used to fund this recommendation.

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IMPLEMENTATION PLAN

This section cannot be completed until the City Council determines which, if any, of the options they wish to pursue.

Section VI:
APPENDICES

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APPENDIX A: PROPOSAL FROM CONTRA COSTA FPD

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

May 29, 2019

Michelle Fitzer, City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

Dear City Manager Fitzer,

Please see the attached proposal to provide fire, emergency medical, rescue, administration, and fire prevention services to the City of Pinole. This proposal is a best effort at identifying the Fire District's costs for such services prior to any meaningful discussions with your consultant or representative from the city. As such the figures are estimates and subject to change based on further discussions or additional information that would be relevant to our ability to provide certain services to the city.

I look forward to meeting with ESCI this week for a more detailed discussion.

Please let me know if you have any questions.

Sincerely,

Lewis T. Broschard III
Fire Chief

CC: File

4005 Port Chicago Highway, Suite 250 • Concord, CA 94520-1180
Telephone: (925) 941-3300 • Fax: (925) 941-3309 • www.cccfpd.org

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Fire Services Contract Proposal for the City of Pinole (5-30-19)

Fire/EMS/Rescue Services

The District will provide staffing of three (3) full-time positions at Fire Station 73 and Fire Station 74. At least one position at each station on each shift will be a paramedic. All other positions will be an EMT. Each station will be staffed by one (1) Fire Captain, one (1) Engineer, and one (1) Firefighter or Firefighter-Paramedic. The District reserves the right to use qualified acting positions when necessary.

ANNUAL COSTS

Fire Station 73 (crew of three)	$3,274,629
Fire Station 74 (crew of three)	$3,274,629
One (1) 56-hour Battalion Chief	$ 467,880
Subtotal	$7,017,138
Administrative Overhead (10%)	$ 701,713
Total	$7,718,851*

These rates include all components of administration, annual/ongoing training, EMS certifications, medical direction, administration, duty chief coverage, access to specialized/technical services and resources, ePCR program administration, personal protective equipment replacement for all personnel, IT support, and PIO coverage.

These rates do not include CCRFCC annual charges for dispatch and communications center support.

*These rates shall be increased at 5% per year to account for labor cost increases and other benefit cost escalation factors.

Fire Prevention/Fire Investigation Services

Traditional code enforcement and new construction plan review and inspections are generally cost neutral. Additional data and information is needed from the City in order to provide a specific cost estimate and quote for these services. Weed abatement and exterior hazard control services, specifically, would not be cost neutral and detailed discussion is needed to understand the needs of the city for this program. Additional data and discussion is needed to understand the needs of the city for fire investigation services and what, if any, additional costs would be to provide these services.

Apparatus Maintenance

Apparatus maintenance for all non-District owned apparatus will be provided at the hourly shop rate plus parts/equipment. The current shop rate is $100/hour.

Apparatus

The information provided below assumes the following: (1) all prices are based on 2018 costs, (2) annual price inflation of 3%, (3) apparatus is purchased new at time of contract commencement, (4) all

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fire engines are replaced at 10 year intervals consistent with CCCFPD standards, (5) CCCFPD provides spare engines as needed.

Pierce Velocity Type I Engine x2 (CCCFPD Spec)	$800,000 (including tax)
Type III Engine x2 (Cal Fire Spec)	$355,000 (including tax)
Battalion Chief Vehicle	$725 (monthly lease)
Annual replacement allocation	$310,000

Equipment for Fire Apparatus

Generally, equipment is purchased new with each fire apparatus purchase and replaced throughout its lifetime as needed. The information below represents estimates for total cost of outfitting each apparatus with our standardized inventory.

Type I Engine Loose Equipment (x2)	$45,000
Type III Engine Loose Equipment (x2)	$25,000
Battalion Chief Vehicle Upfitting (x1)	$25,000
Annual replacement allocation	$22,500

Mobile and Portable Radios

Additional data is needed to understand current radio inventory and future replacement needs. Current costs of EBRCS compliant portable radios is approximately $8,000 each and mobile radios can be as much as $10,000 each. Expected service life is approximately 10 years. Replacement costs for these items is not currently included in our proposal.

TOTAL ANNUAL COSTS

Fire Station Staffing	$ 6,549,258
Battalion Chief	$ 467,880
Administrative Overhead	$ 701,713
Apparatus Replacement Allocation	$ 310,000
Equipment Replacement Allocation	$ 22,500
Fire Prevention/Investigation Services	$ TBD
Radio/Communication Equipment	$ TBD
Total	$ 8,051,351

This proposal is not binding or final. The District reserves the right to modify or amend this proposal based on additional information received, revised cost estimates, or any other materially significant information that has not been accounted for or was otherwise omitted in creating this initial proposal.

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ATTACHMENT D

Emergency Services
Consulting International

City of Pinole Fire Department

Draft Regional Fire Service Delivery Study

October 8 , 2019

Study Options Per The RFP

The City of Pinole has a specific interest in studying the following options:

1. Stay as we currently operate (independent department) with one fire station and one engine company.

2. Open the currently closed station (74) to provided additional services within the area (remain independent) for a total of two engine companies.

3. Based on data review, determine if a medical response unit is needed in lieu of an engine company.

Study Options Per The RFP Cont.

4. Identify what Pinole Fire Department would need to function at an optimal service delivery model (all aspects, including responding to calls for service, Fire Prevention, Community Programs, etc).

5. Determine the feasibility of consolidation or a contract for services with Rodeo/ Hercules Fire Protection District.

6. Determine the feasibility of contract for service with Contra Costa County Fire Protection District.

7. Look into other alternative staffing models.

Regional Fire Service Delivery Study

Prepared for the City of Pinole in accordance with the guidelines contained within ESCI's Scope of Work as proposed and accepted in response to the City's Request For Proposals.

- Evaluation of Current Conditions
- Stakeholder Input
- Options for Shared Services
- Options for Delivery of Fire Based Services
- Overall Evaluation, Conclusions, and Recommendations

Community Expectations

During the development of the community expectations portion of the Regional Fire Service Delivery Study Scope of Work, the City made it very clear they desired a number of opportunities for public input. The final scope of work included a Community Fire Study Workshop, several days of stakeholder interviews, and no less than two presentations to the City Council that would be conducted with opportunities for public input. The study reflects the results of the Community Fire Study Workshop and the stakeholder interviews.

Regional Fire Service Delivery Study

This document is:

- A thorough review and assessment of community risk, emergency response capability, apparatus, and facilities
- An analysis of the level of service currently provided to the community
- Recommendations for service delivery options

Description of Community Served

The Community

- Urban community
- City Population 19,498
- Service Area Population – 24,624

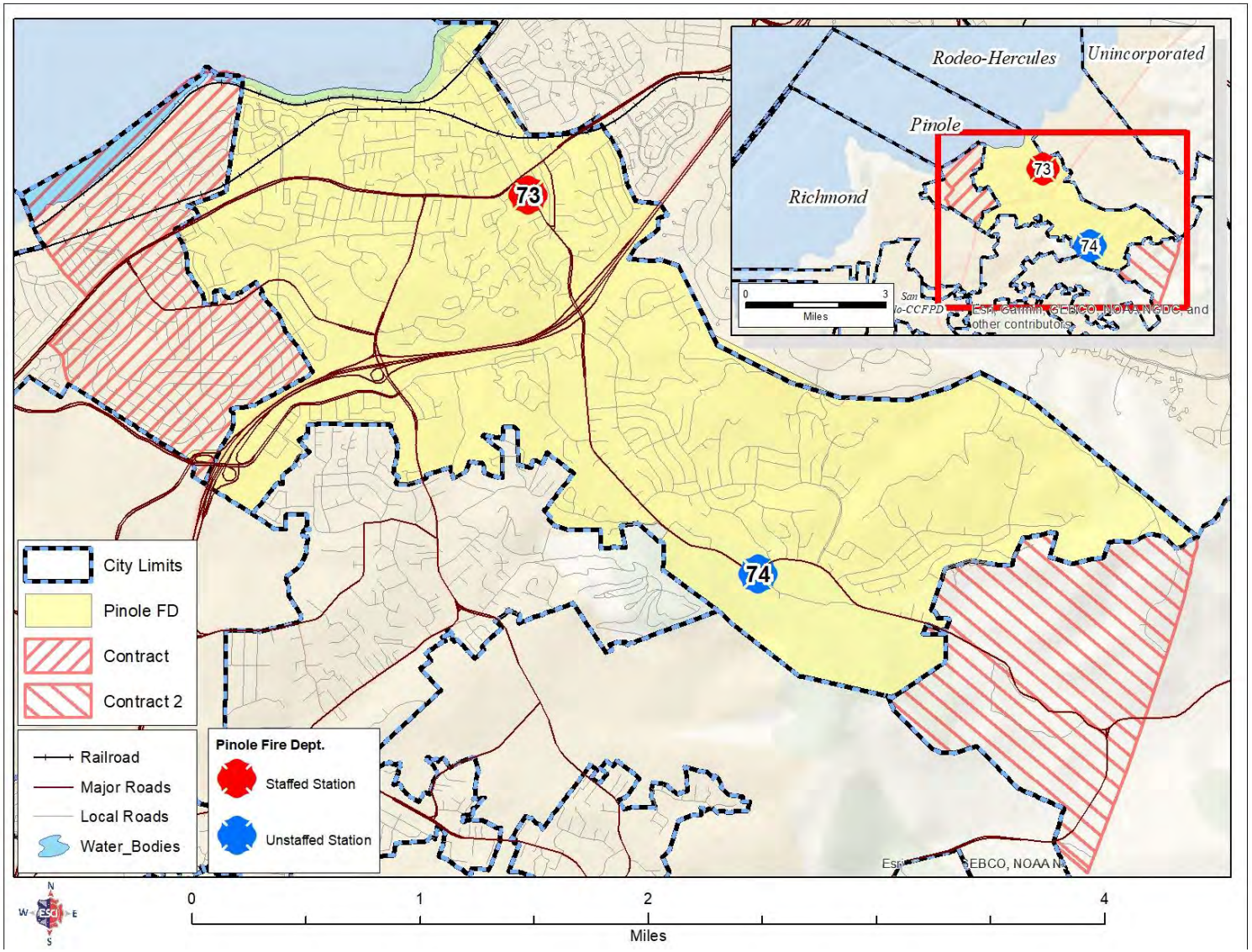
PFD

- Full-service fire department
- 1 staffed fire station and 14 full-time employees
- Minimum 3 firefighters on duty each day

Services Provided

- Fire Suppression (structural, wildland, other)
- Emergency Medical Services (basic and advanced life support)
- Technical Rescue
  - Auto Extrication
  - Confined space rescue
  - Low Angle
  - Trench Rescue Support
  - Shoreline Water
- Hazardous Materials Emergency Response
- Fire Prevention and Public Safety Education

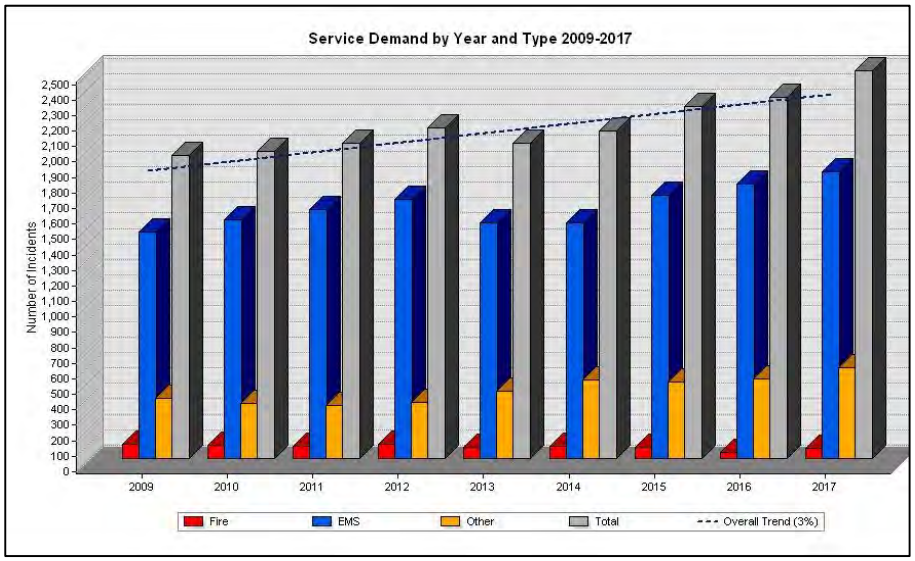
PFD Service Area

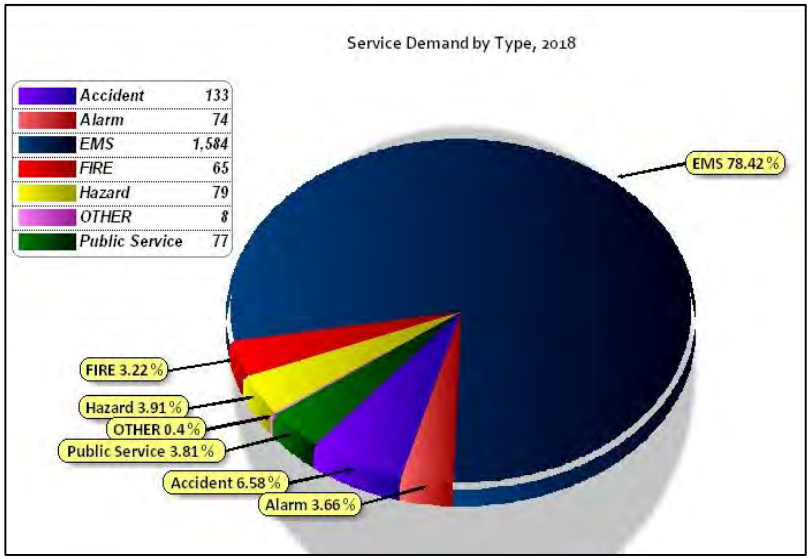


Response Workload

20.3% increase over past 9 years

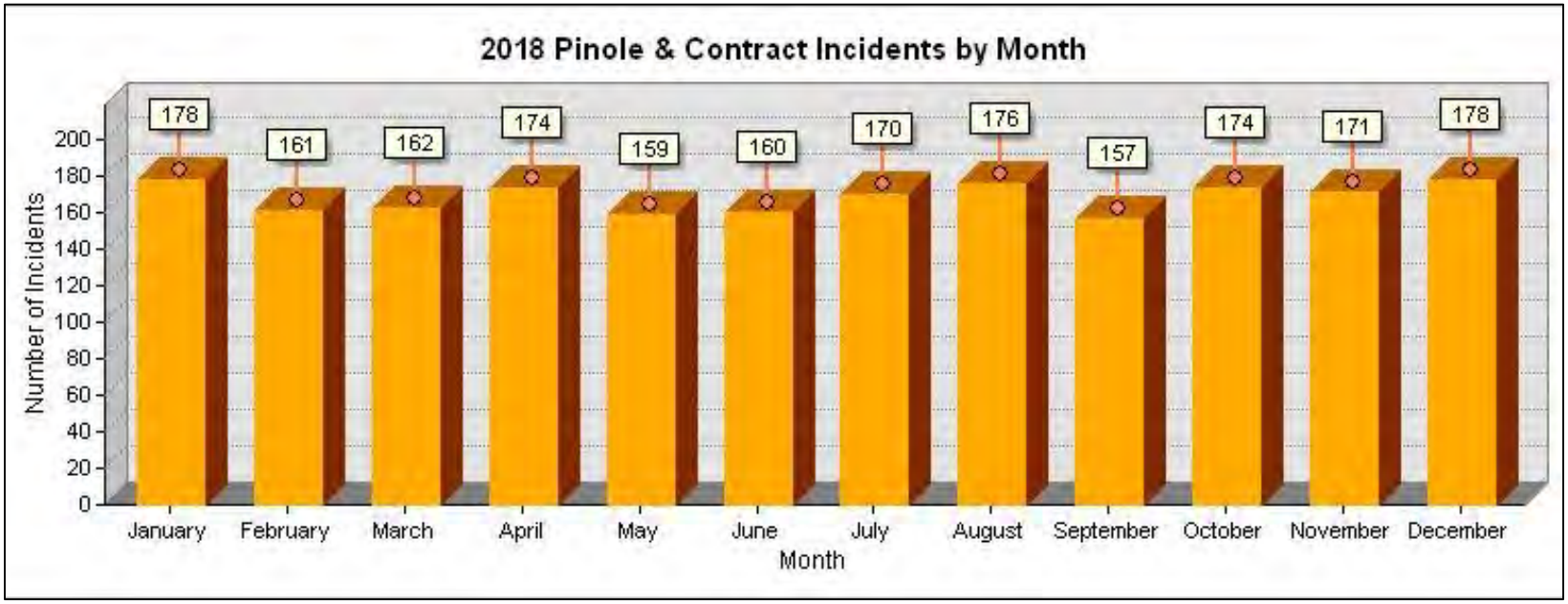
2,020 incidents in City of Pinole during 2018
78.4% EMS





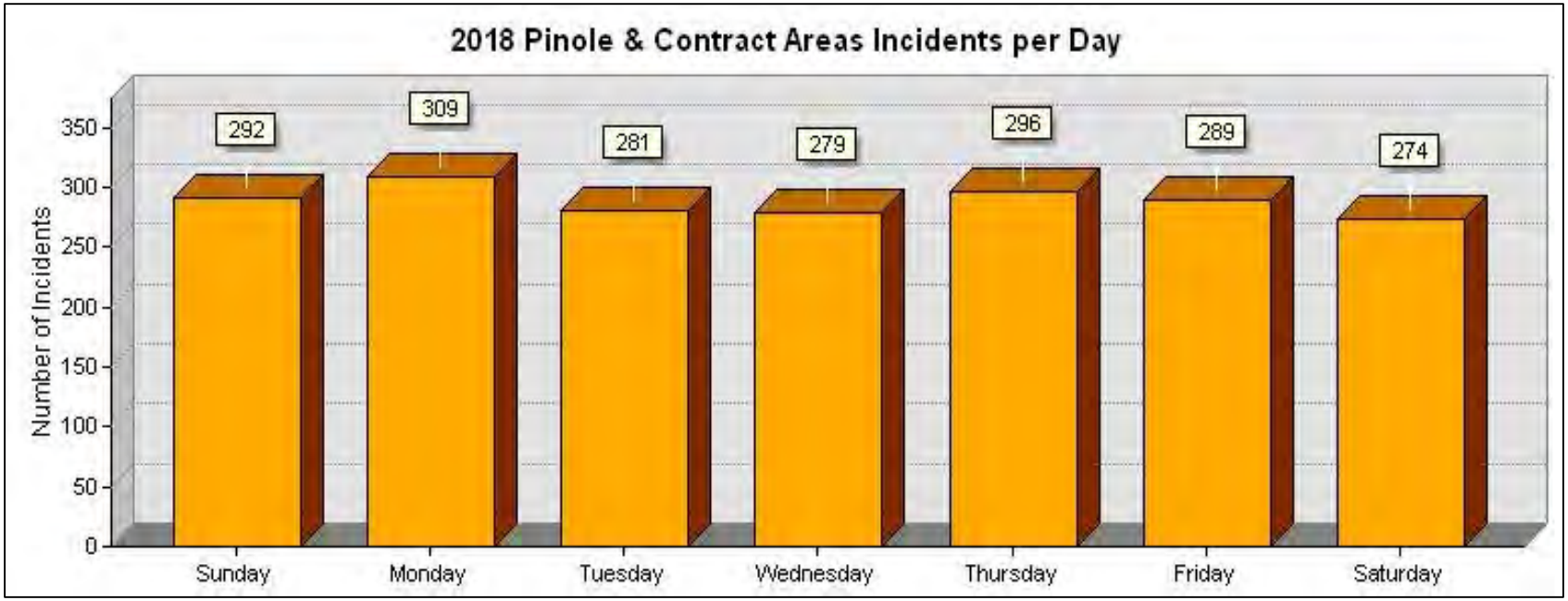
Response Workload Break Down

Incident Count by Month



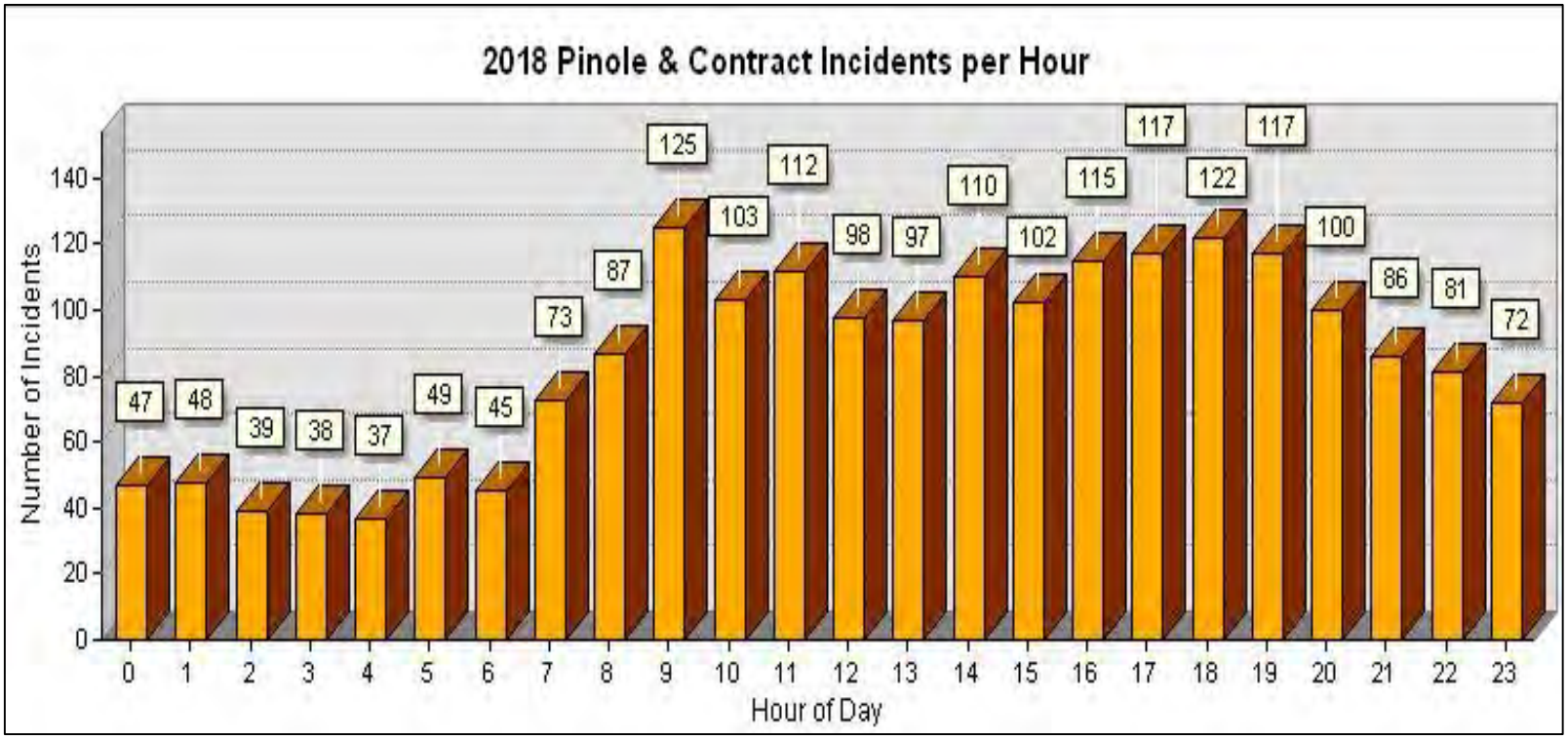
Response Workload Break Down

Incident Count by Day

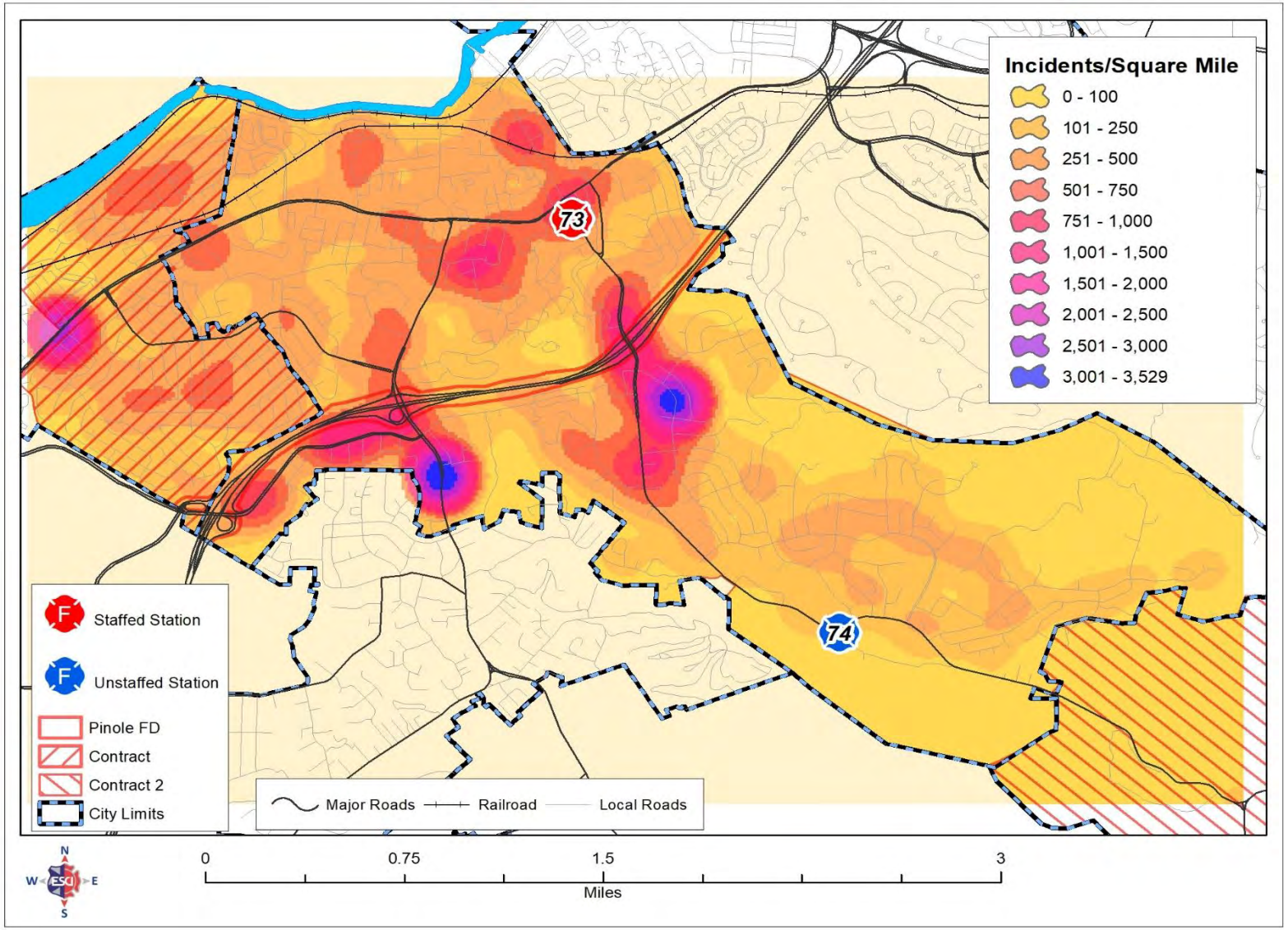


Response Workload Break Down

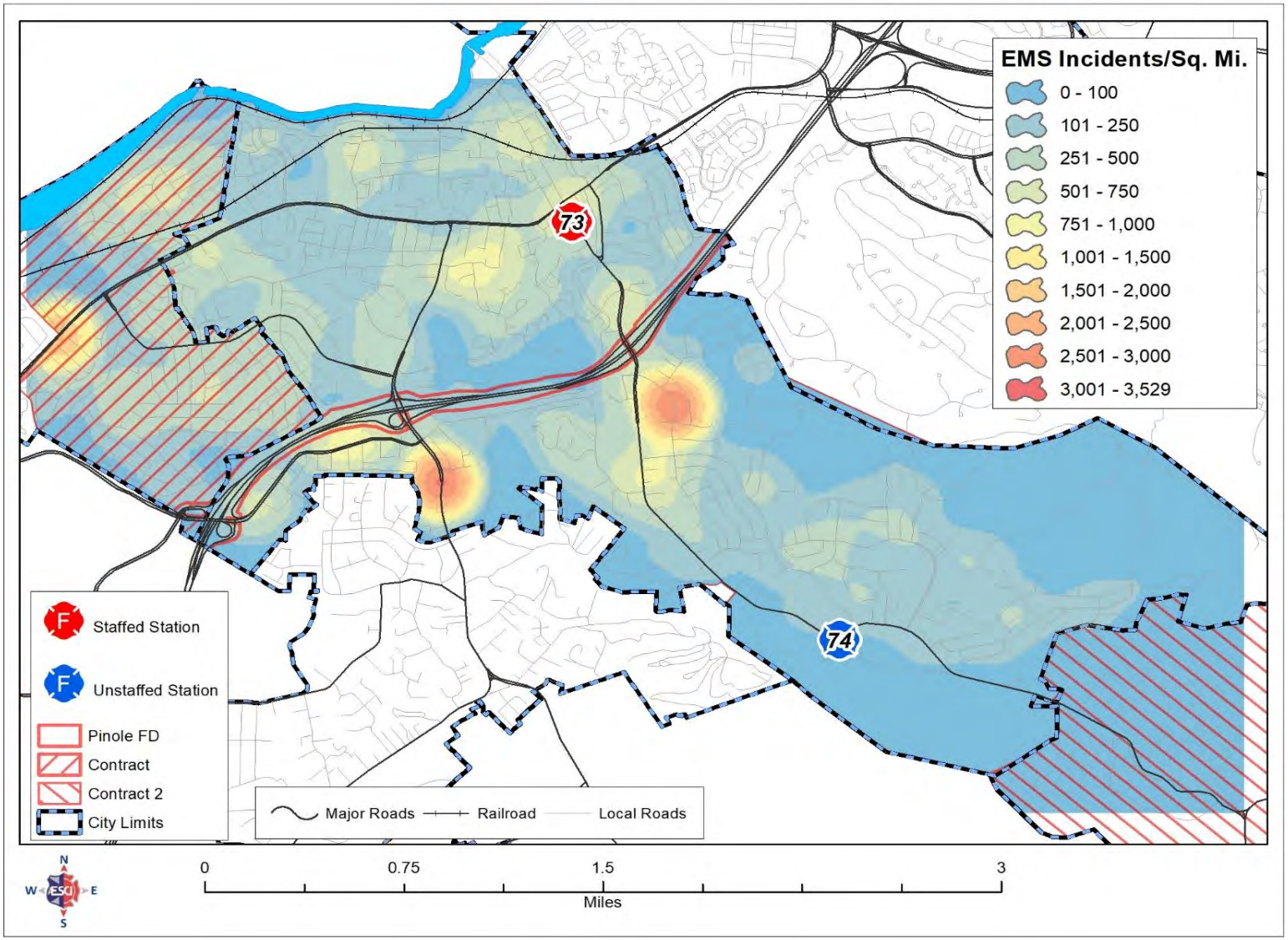
Incident Count by Hour



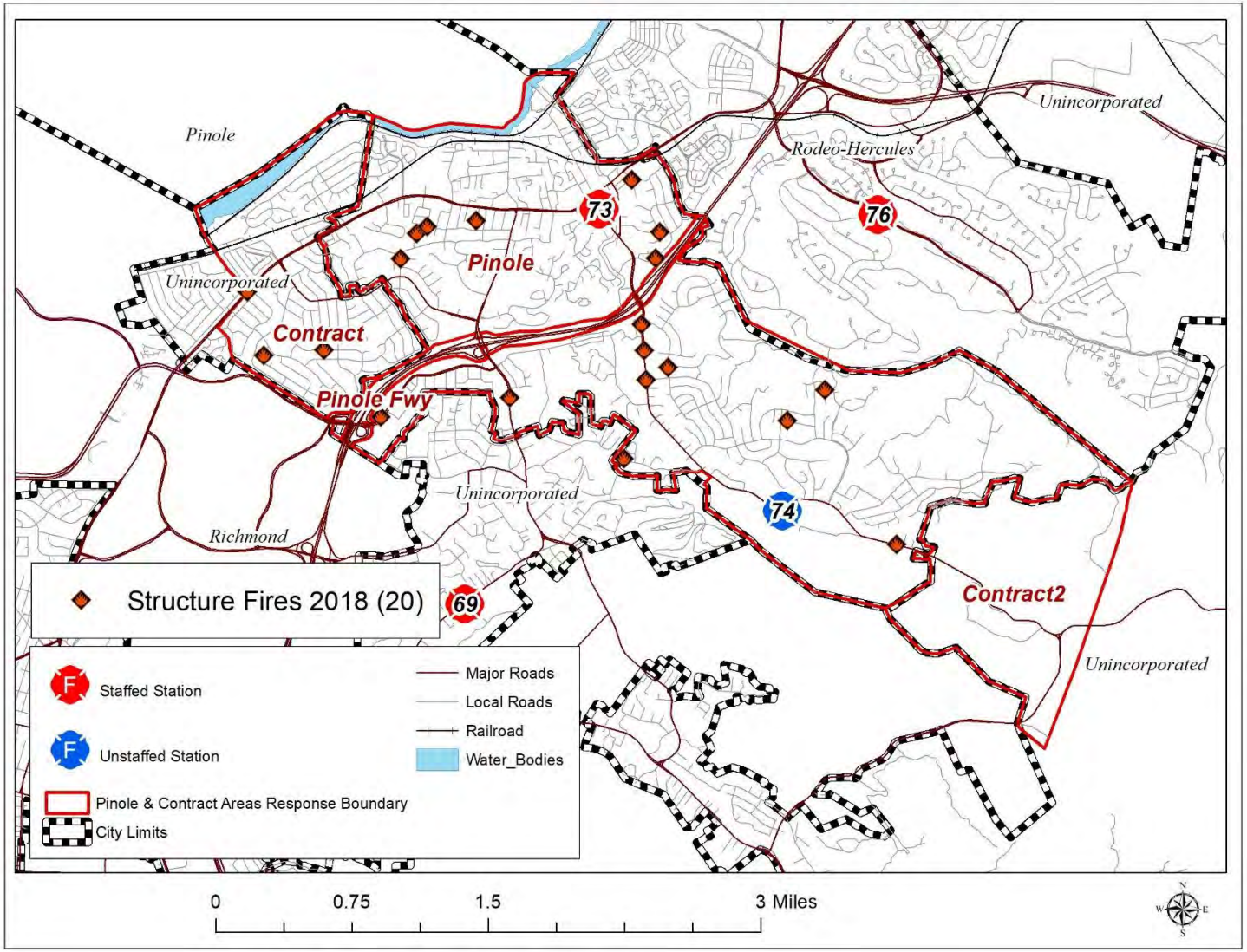
Response Concentration All Priority Calls



EMS Response Concentration

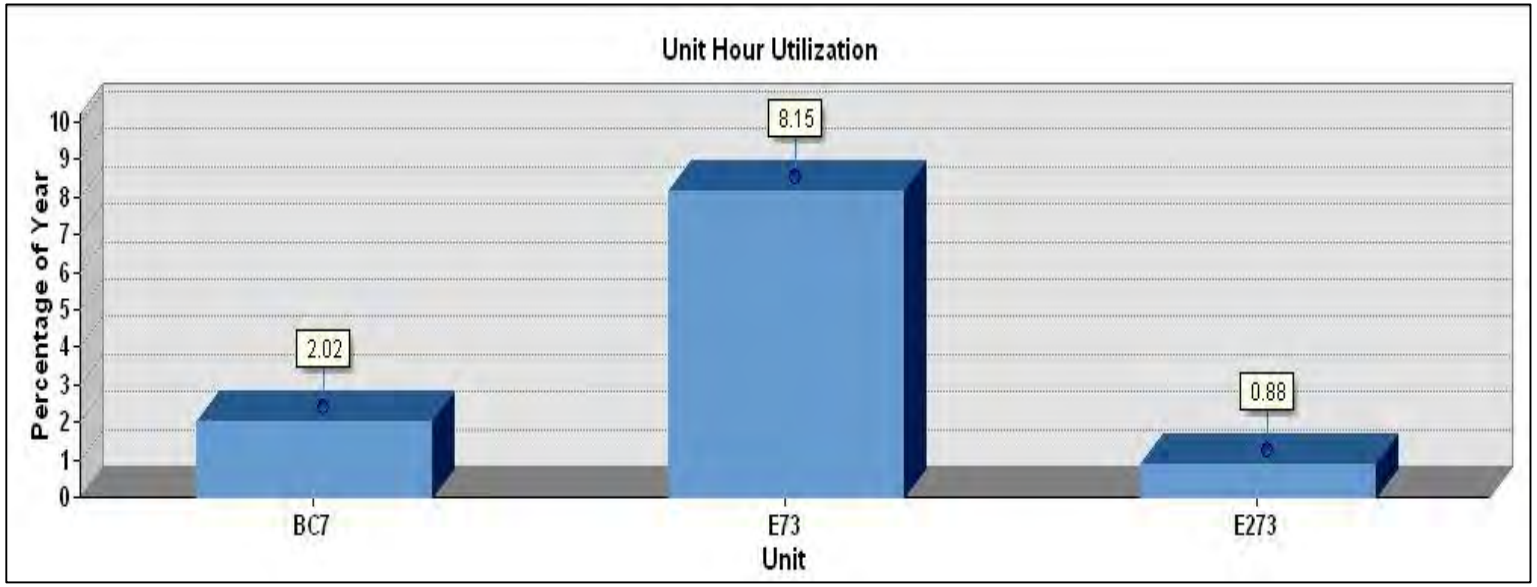


2018 Structure Fires



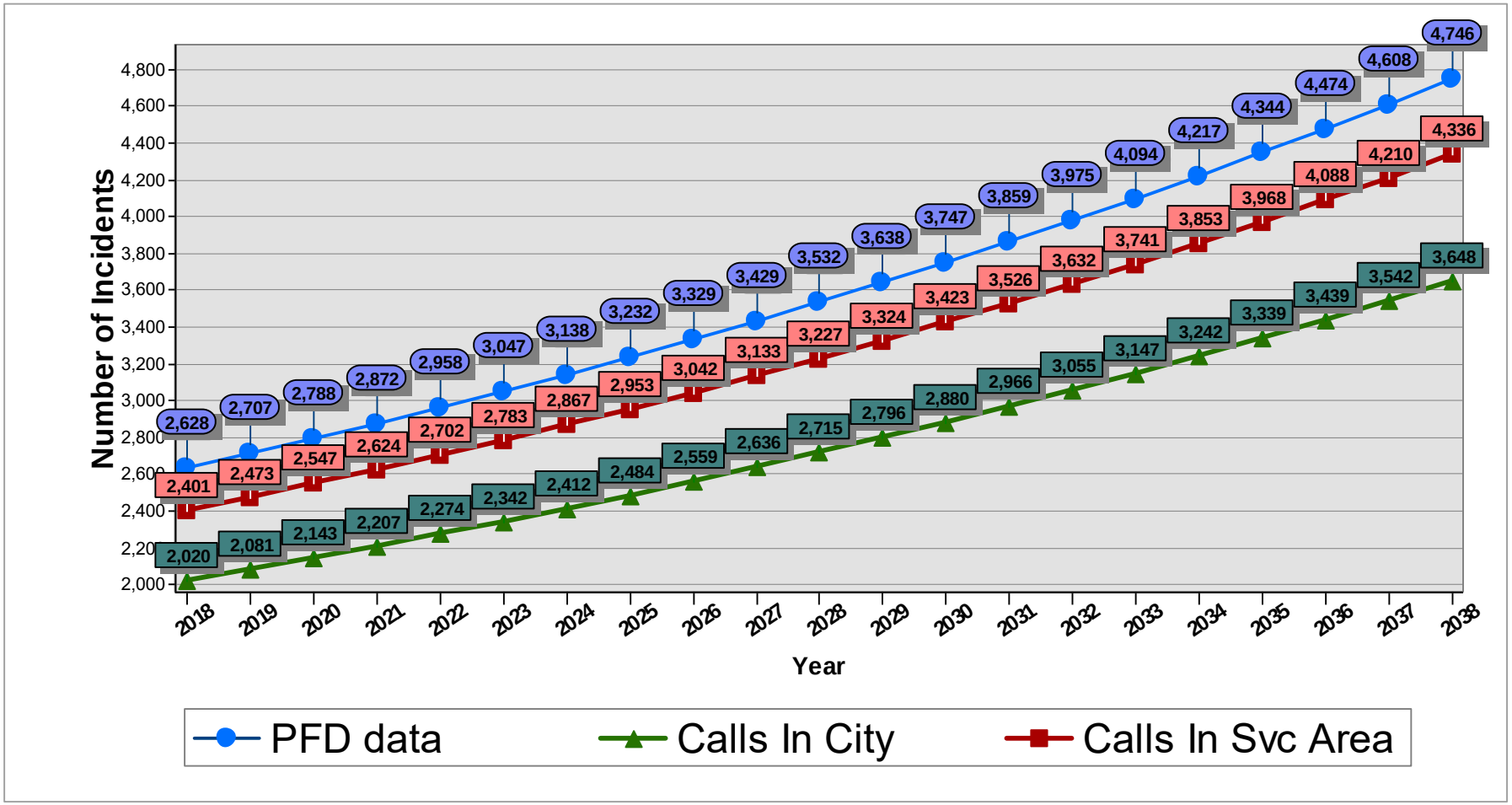
Response Workload

Unit Hour Utilization is the total time a unit is committed to all incidents during a year divided by the total time in a year



Response Workload Forecast

Response Forecast: 2019-2038
Estimated 4,700 incidents/year by 2038 (3% Increase)



System Performance

People + Tools + Time = Effectiveness

- People – Trained emergency responders
- Tools – Apparatus, equipment
- Time – Duration between event start and intervention
- Effectiveness – Degree to which harm caused by the event is limited

Re Return to Agenda

Critical Tasking and Alarm Assignments

Low-rise structure fire

People

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations	1
Attack Line	2
Search and Rescue	0
Ventilation	0
RIC	0
Other (Hydrant, backup line)	0
Total	**4**

Tools

Unit Type	Number of Units	Total Personnel
Engine	4	12
Truck	1	4
Air Supply	1	3
Battalion Chief	2	2
Total Staffing Provided		4
Total Staffing Needed		21

Phases of an Emergency Event

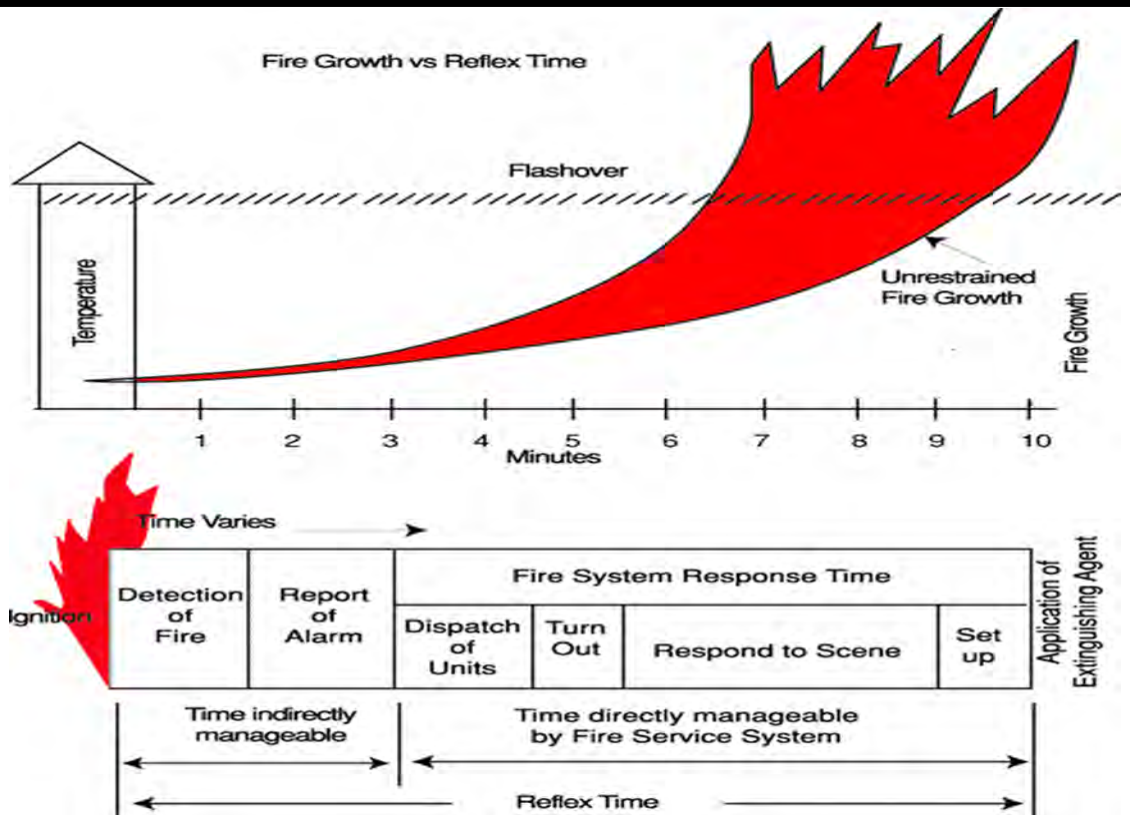
1. Detection
2. Contact with emergency dispatch center
3. Dispatch incident processing
4. Response crew notification
5. Turnout time
6. Travel time
7. Set-up time
8. Incident control time

Phases of an Emergency Event

1. Detection
2. Contact with emergency dispatch center
3. Dispatch incident processing
4. Response crew notification
5. Turnout time
6. Travel time
7. Set-up time
8. Incident control time

Re Return to Agenda

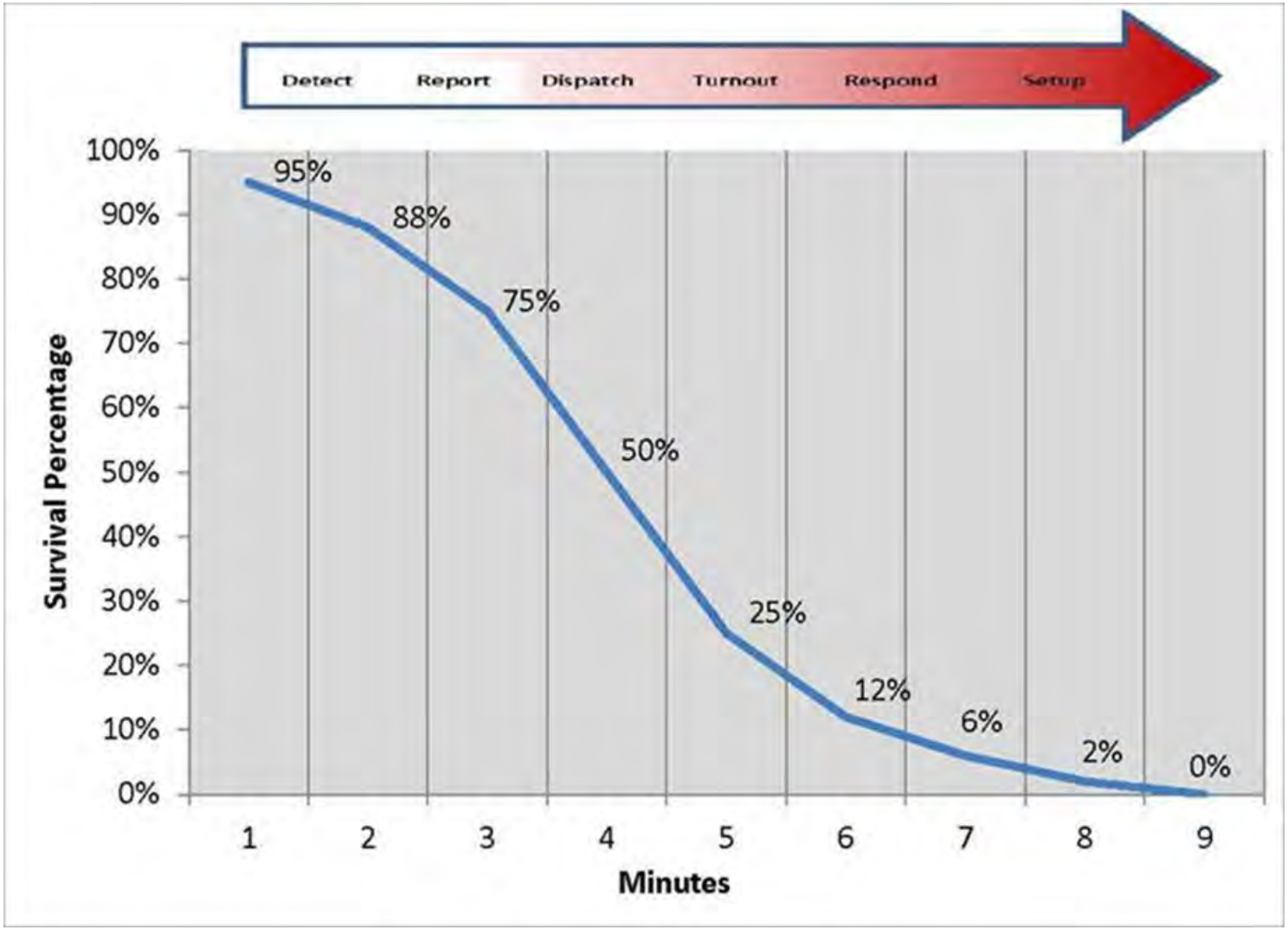
Influence of Time



Consequence of Fire Extension in Residential Structures 2011–2015

Extension	Civilian Deaths	Rates per 1,000 Fires: Civilian Injuries	Average Dollar Loss Per Fire
Confined to room of origin or smaller	1.8	24.8	$4,200
Confined to floor of origin	15.8	81.4	$36,300
Confined to building of origin or larger	24.0	57.6	$67,600

Influence of Time



Influence of Time

- Trauma – “Golden hour”
- STEMI – Onset to recognition to treatment in cath lab
- Respiratory compromise during entrapment
- Physical and environmental harm from hazardous materials release

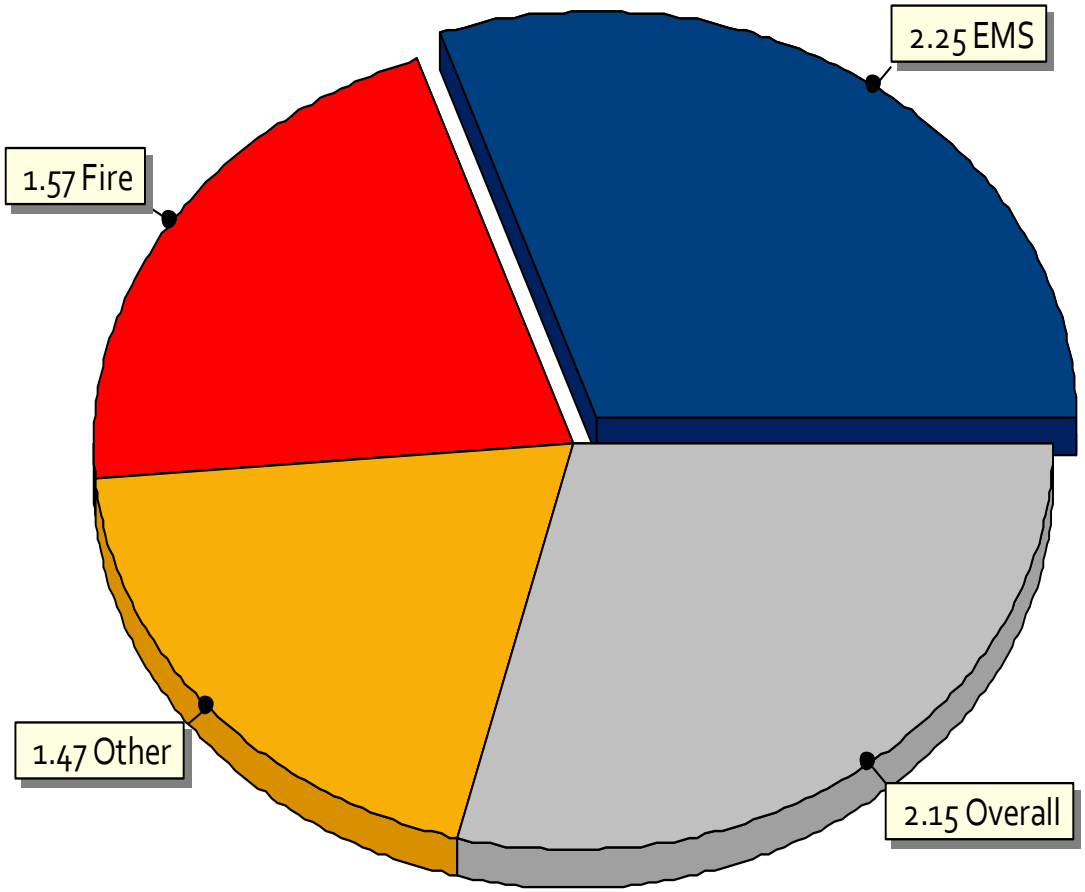
Response Performance Goals Used for Evaluation

	Performance Goal
9-1-1 call answer time (time from first ring to answer)	Within 1 seconds 95% of the time
Call process time (time from acceptance at the dispatch center until notification of response units)	Within 64 seconds 90% of the time

Historic System Performance – Call Processing Time

CCC Dispatch Call Processing Time, 2018, In City Calls

Processing Time: The time interval from: *"911 Call received"* until *"Emergency resource notified."*



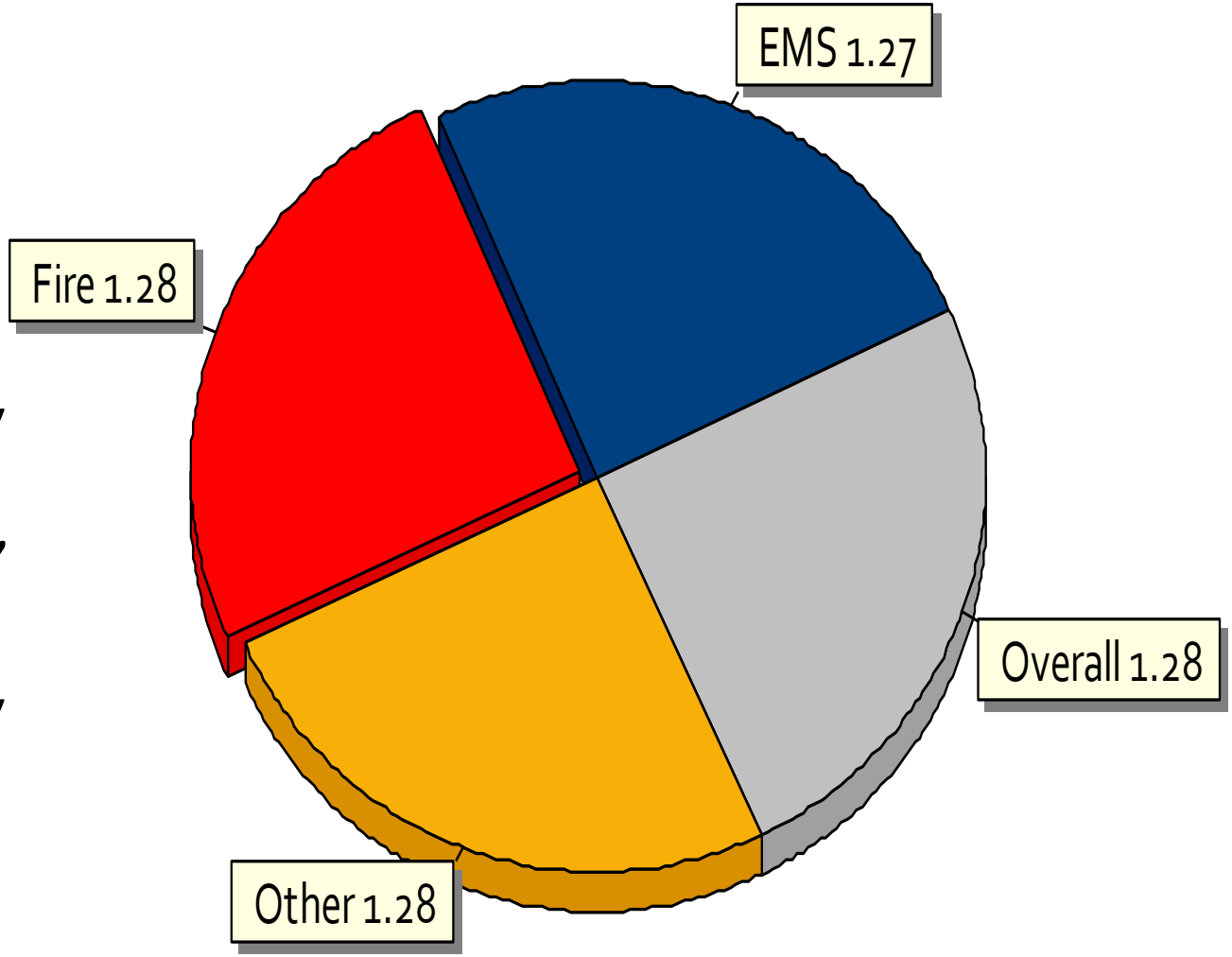
Response Performance Goals Used for Evaluation

Incident Interval	Performance Goal
Turnout time (time from notification of response personnel until the initiation of movement towards the incident)	Fire and special operations incidents – Within 80 seconds 90% of the time All other incidents – Within 60 seconds 90 % of the time
First unit travel time (time from notification of response personnel until arrival at the incident)	Within 4 minutes 90% of the time
First unit total response time (time from received at dispatch until arrival of the first response unit)	
Fire and special operations	Within 5 minutes 20 seconds 90% of the time
EMS	Within 5 minutes 90% of the time
Full effective response force response time (Time from notification of response personnel until all units dispatched arrive at the incident)	Within 9 minutes 20 seconds 90% of the time

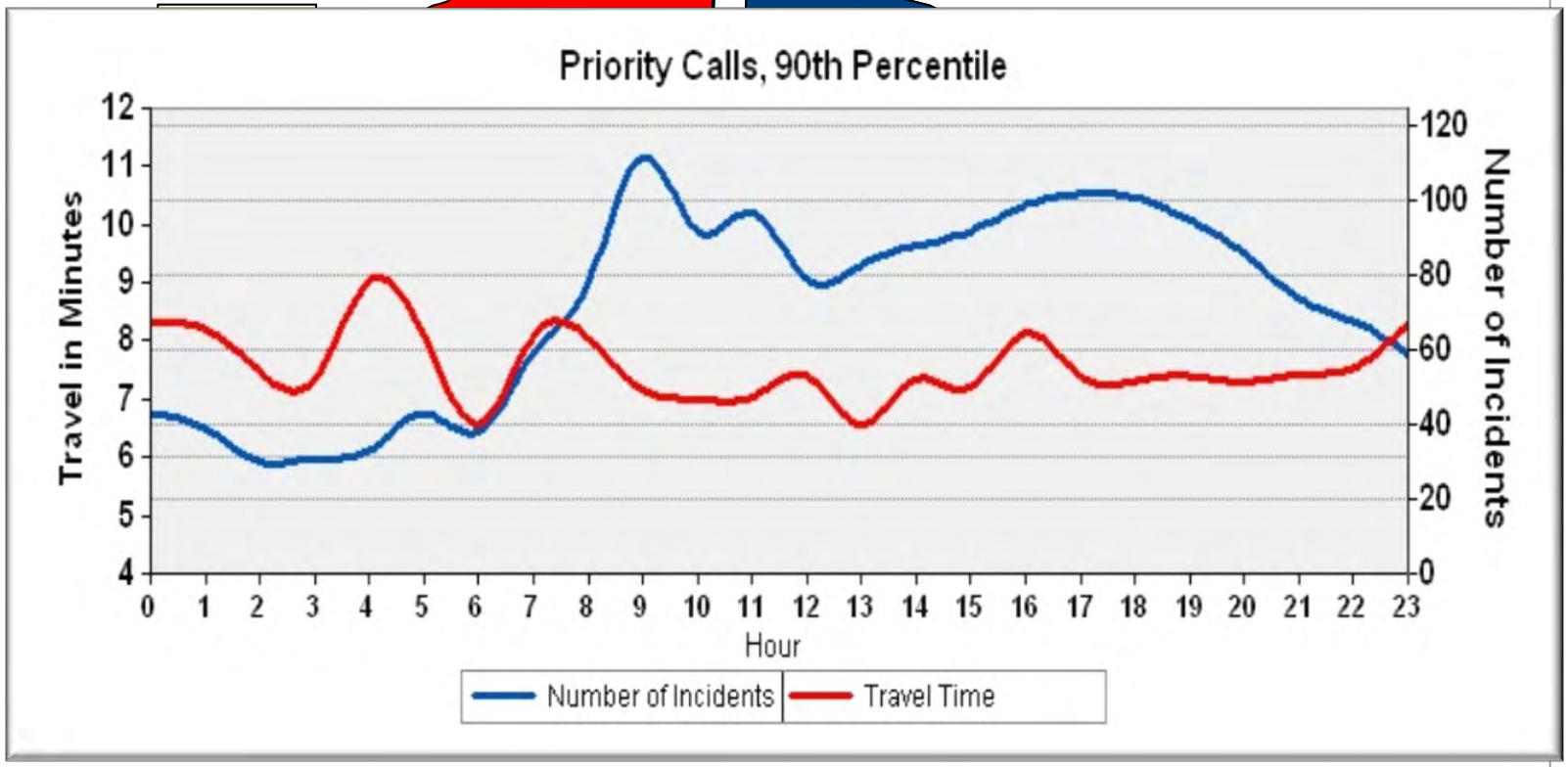
[redacted]

PFD Turnout Time by Type of Incident

Turnout Time:
The time interval from: *"Emergency resource notification"* until *"Emergency resource enroute."*

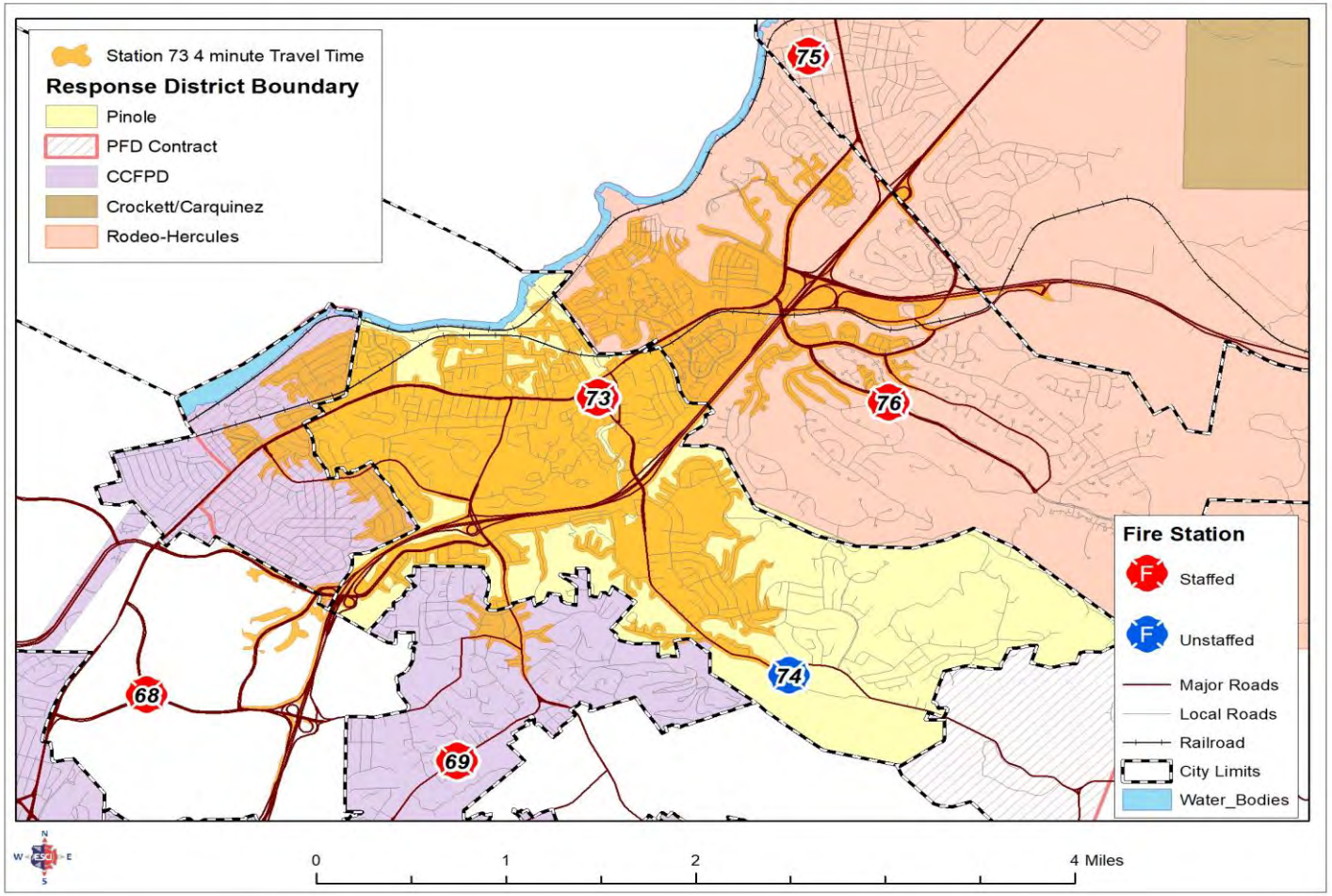


Travel Time Priority Calls



Historic System Performance – Travel Time

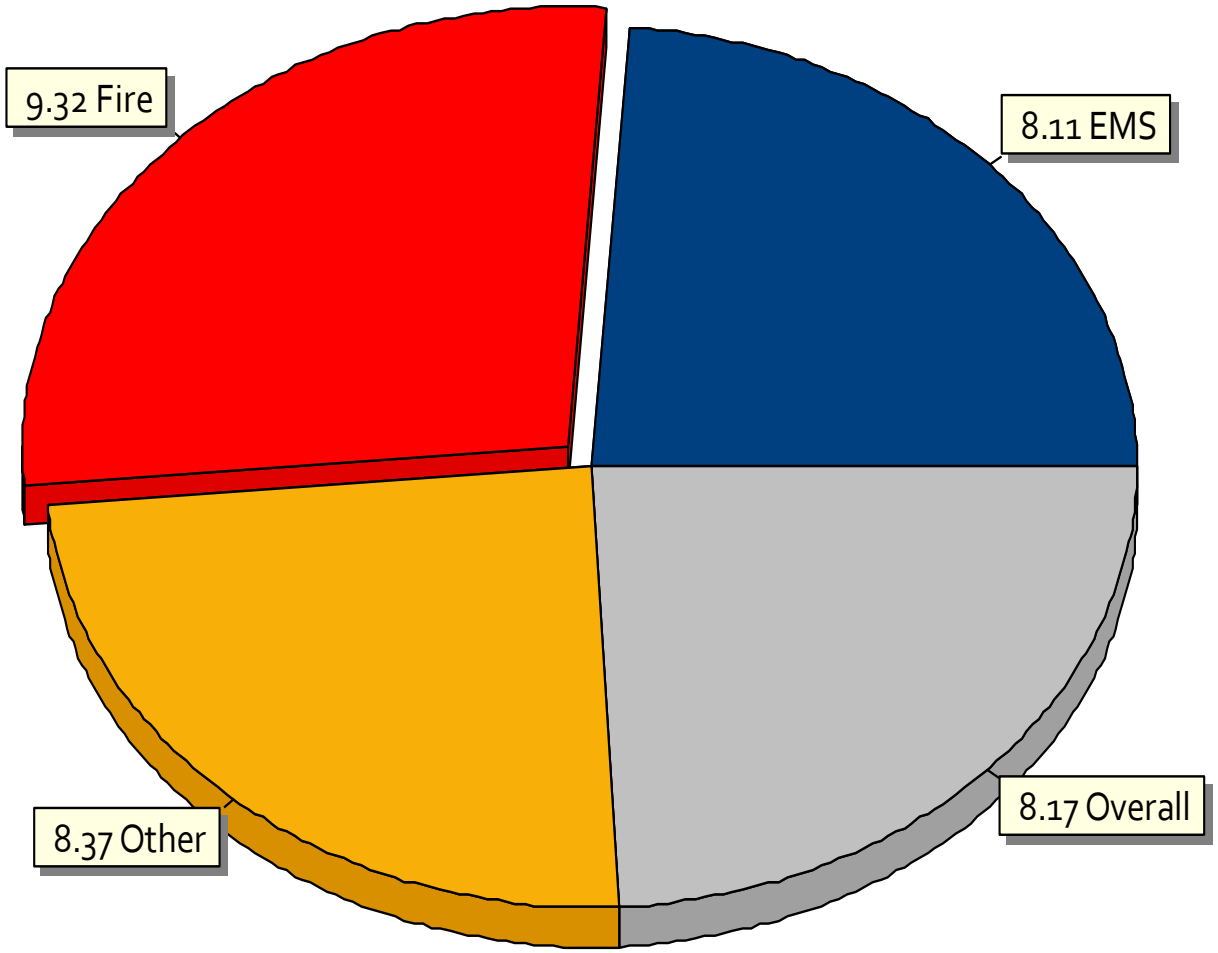
Of the 2,020 incidents in the City of Pinole in 2018, 1,716 were within 4-minute travel model of Station 73



Station Response Time, 1st Arriving Unit, 2018, Calls In City.

Station Response Time

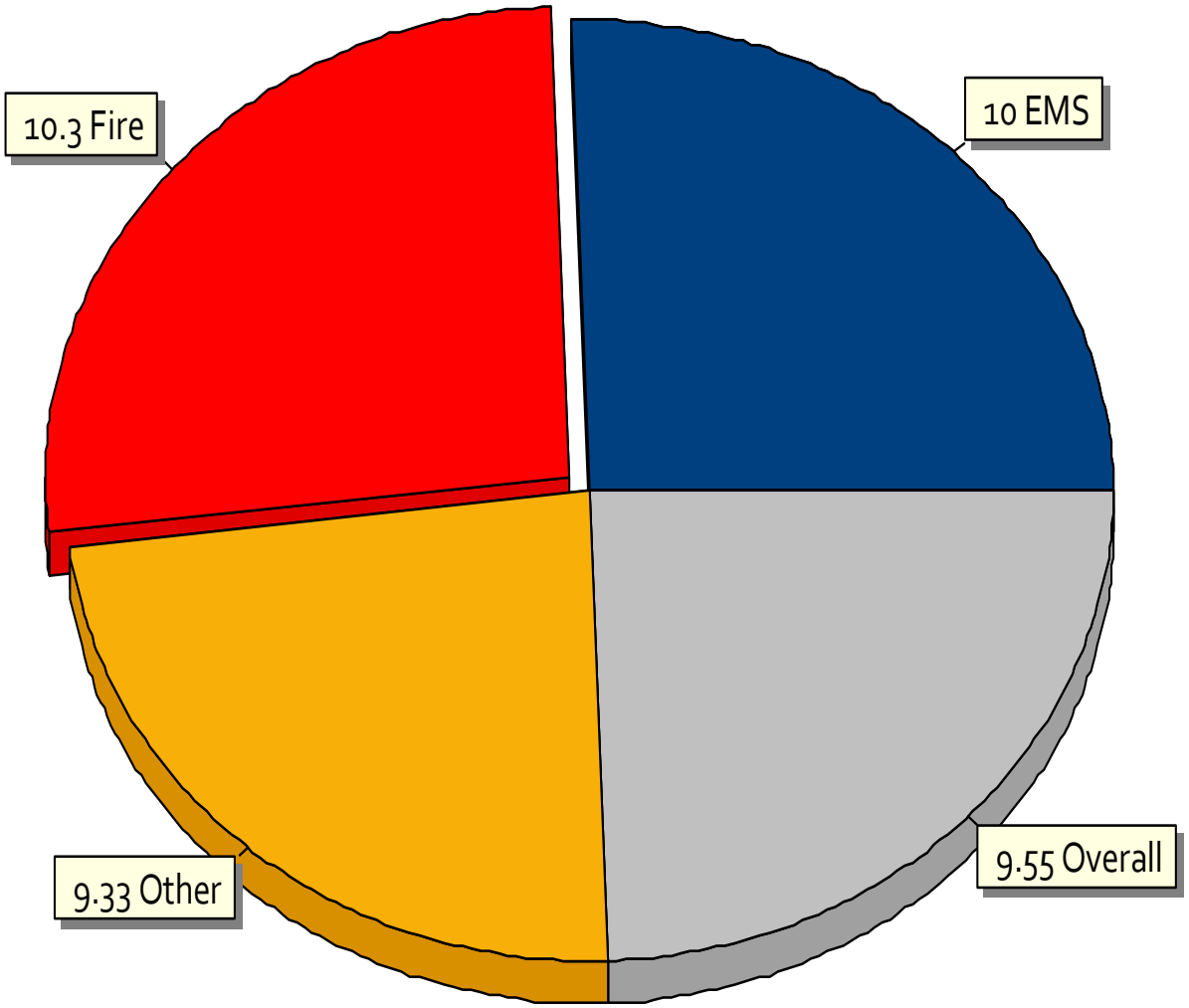
The time interval from: *"Emergency resources notification"* until *"Emergency resources arrive on scene"*



Histo

Total Response Time:

The time interval from: *"911 Call received at CCC Dispatch"* until *"Emergency resources arrive on scene."*



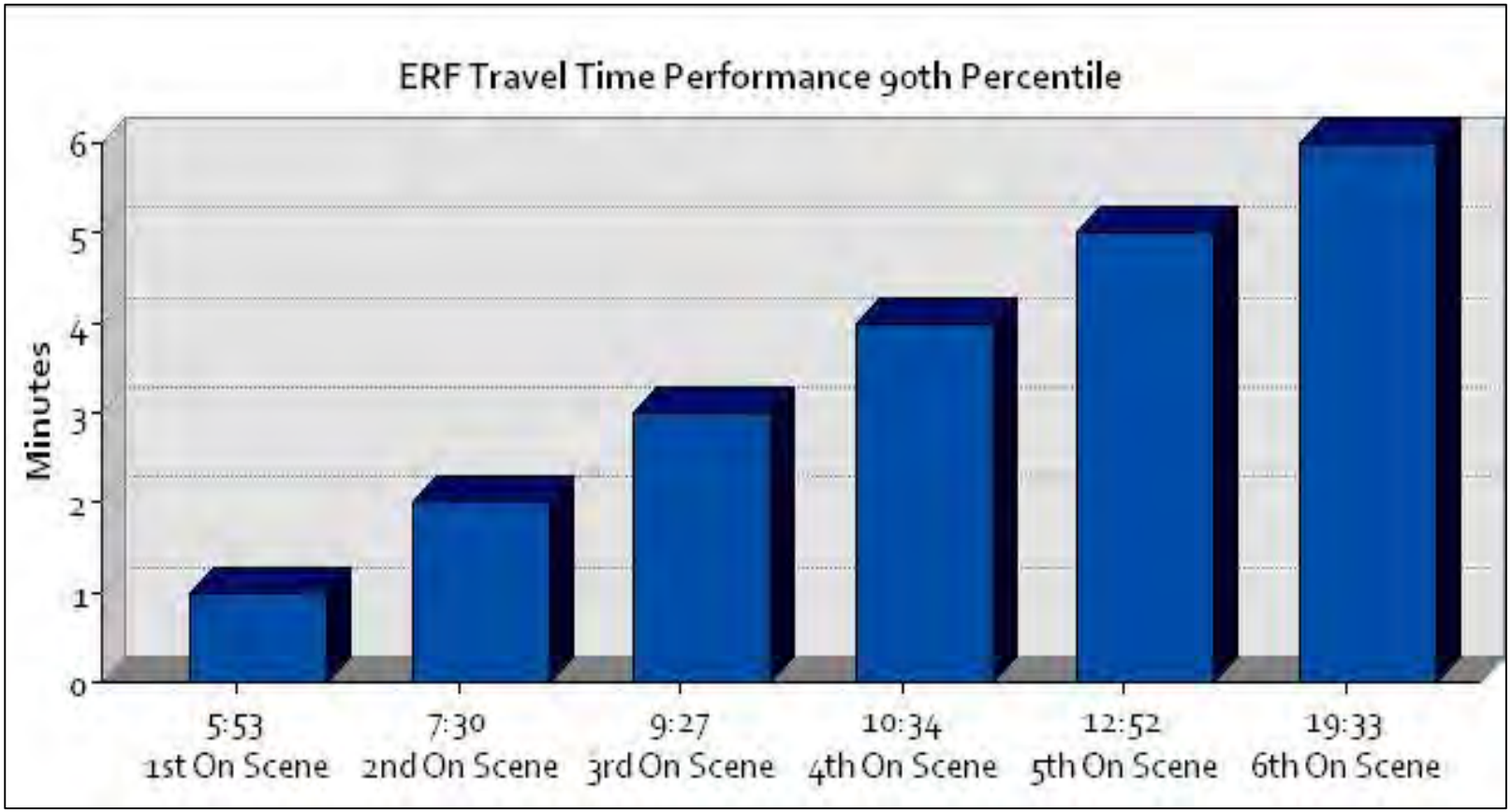
Historic System Performance - Effective Response Force

The NFPA response time goal for the delivery of the full ERF to a moderate risk building fire is within 8 minutes, 90 percent of the time.

PFD has defined the minimum full effective response force for moderate risk building fires as four fire engines, one ladder truck, and two Battalion Chiefs for a total of 21 firefighters.

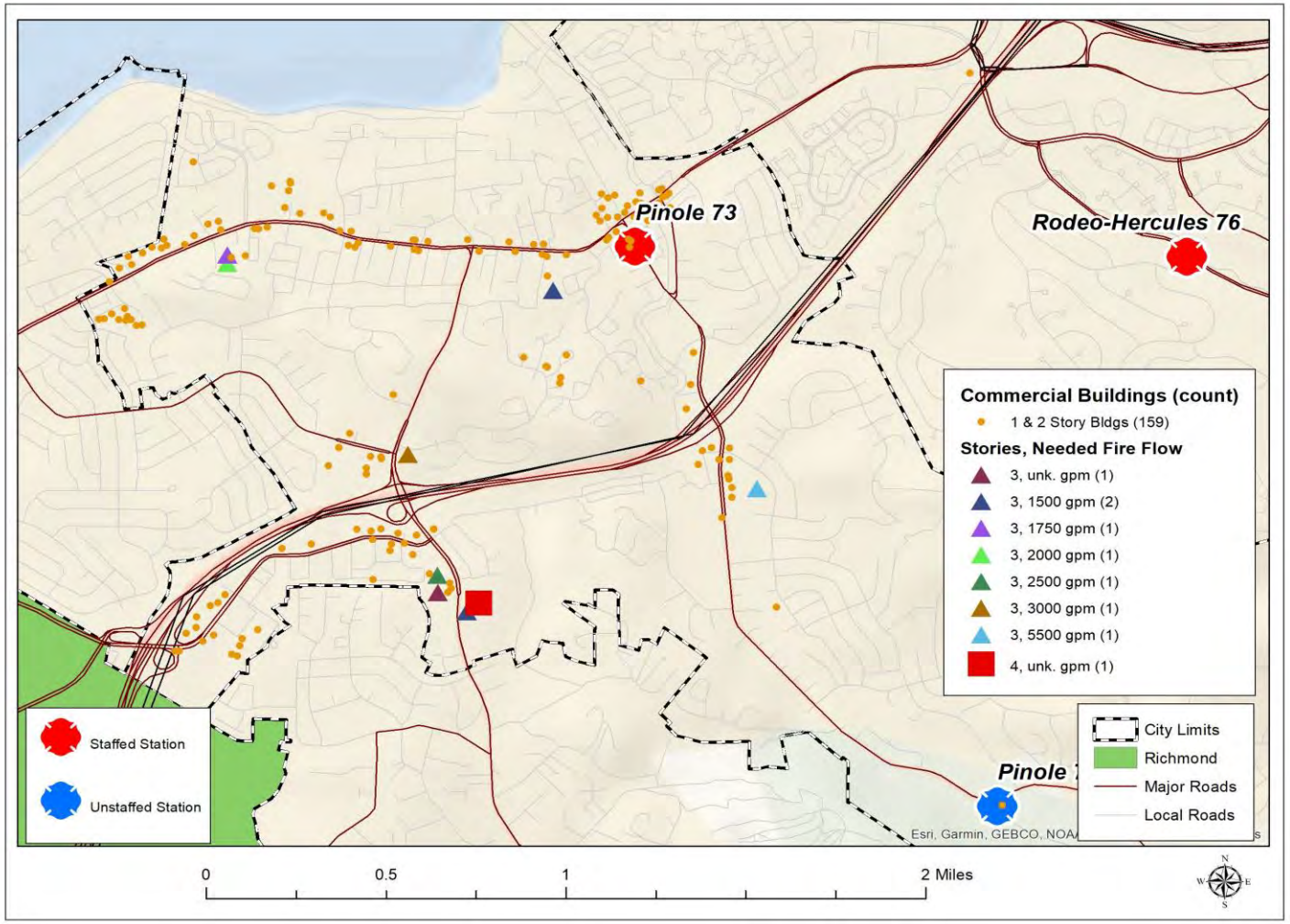
Eight minutes of travel time is allowed to assemble the defined, fully effective response force on the scene. This figure includes the resources of five adjacent automatic aid stations.

Historic System Performance - Effective Response Force



Historic System Performance - Effective Response Force

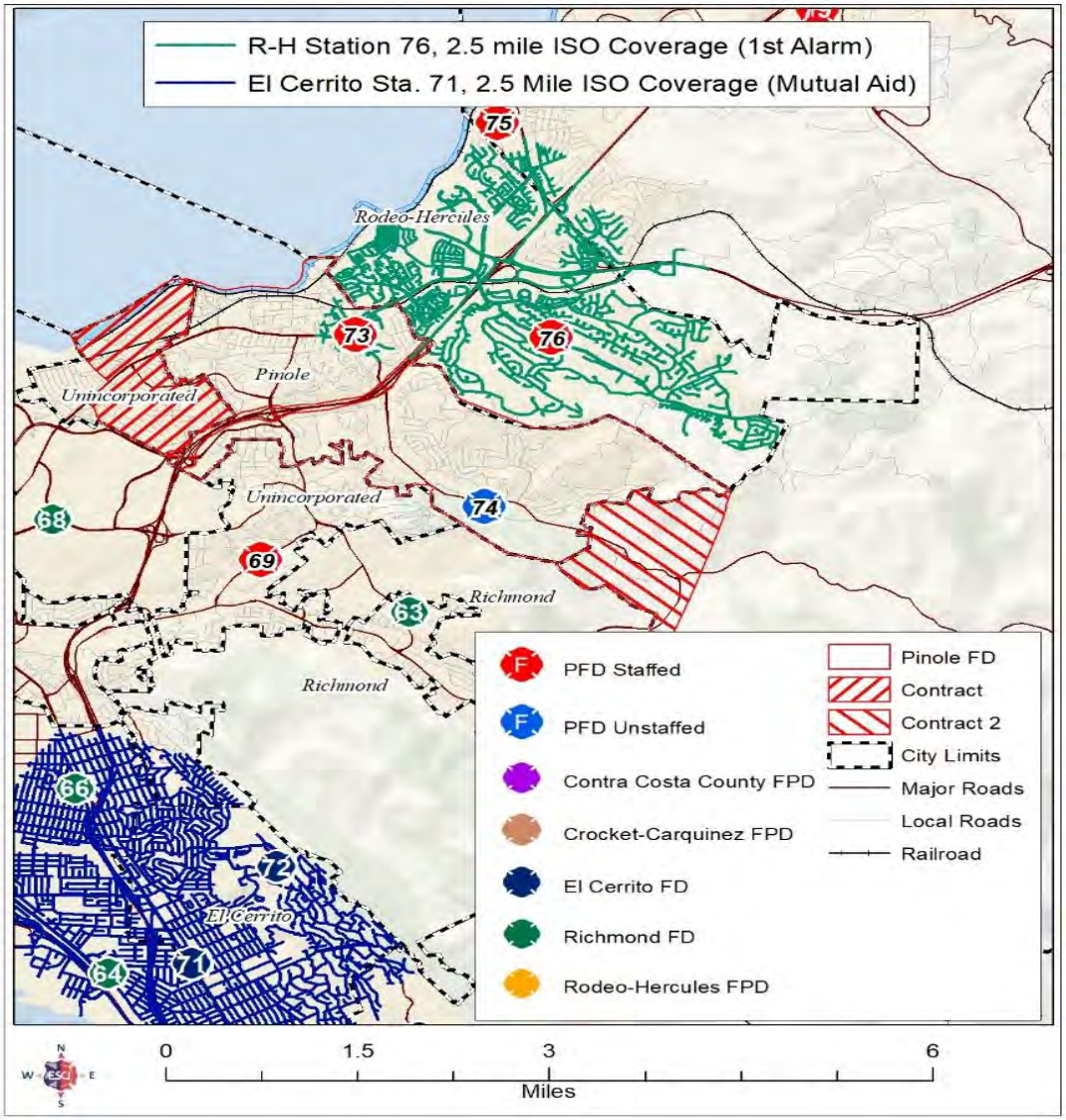
Commercial Buildings & Needed Fire Flow (gallons/minute)



Historic System Performance - Effective Response Force

ISO Limits of Apparatus available for High-risk Commercial Fire:

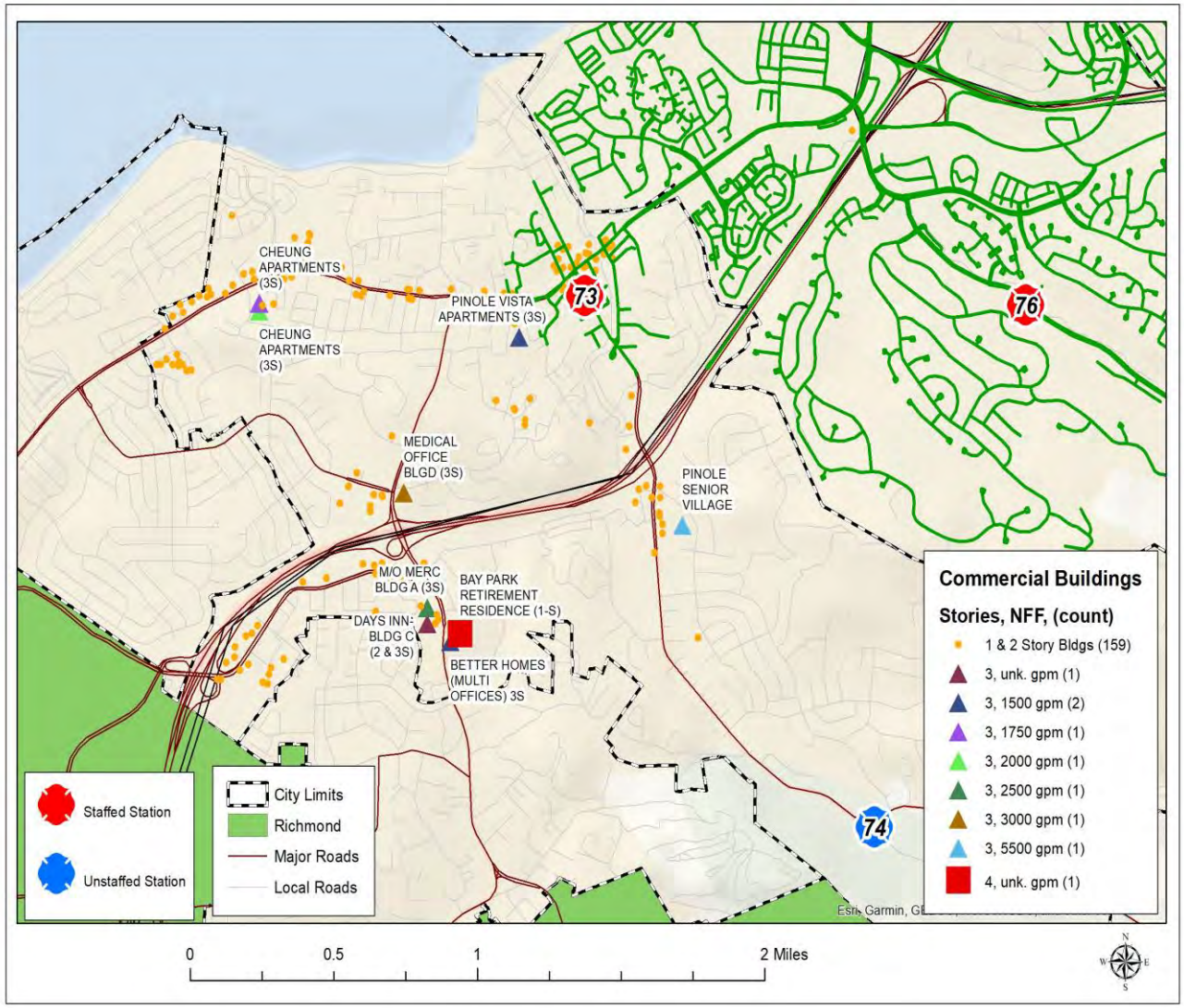
El Cerrito 71
&
R/H 76



Historic System Performance - Effective Response Force

ISO Limits of RH 76 for High-risk commercial Fire

(detail view)

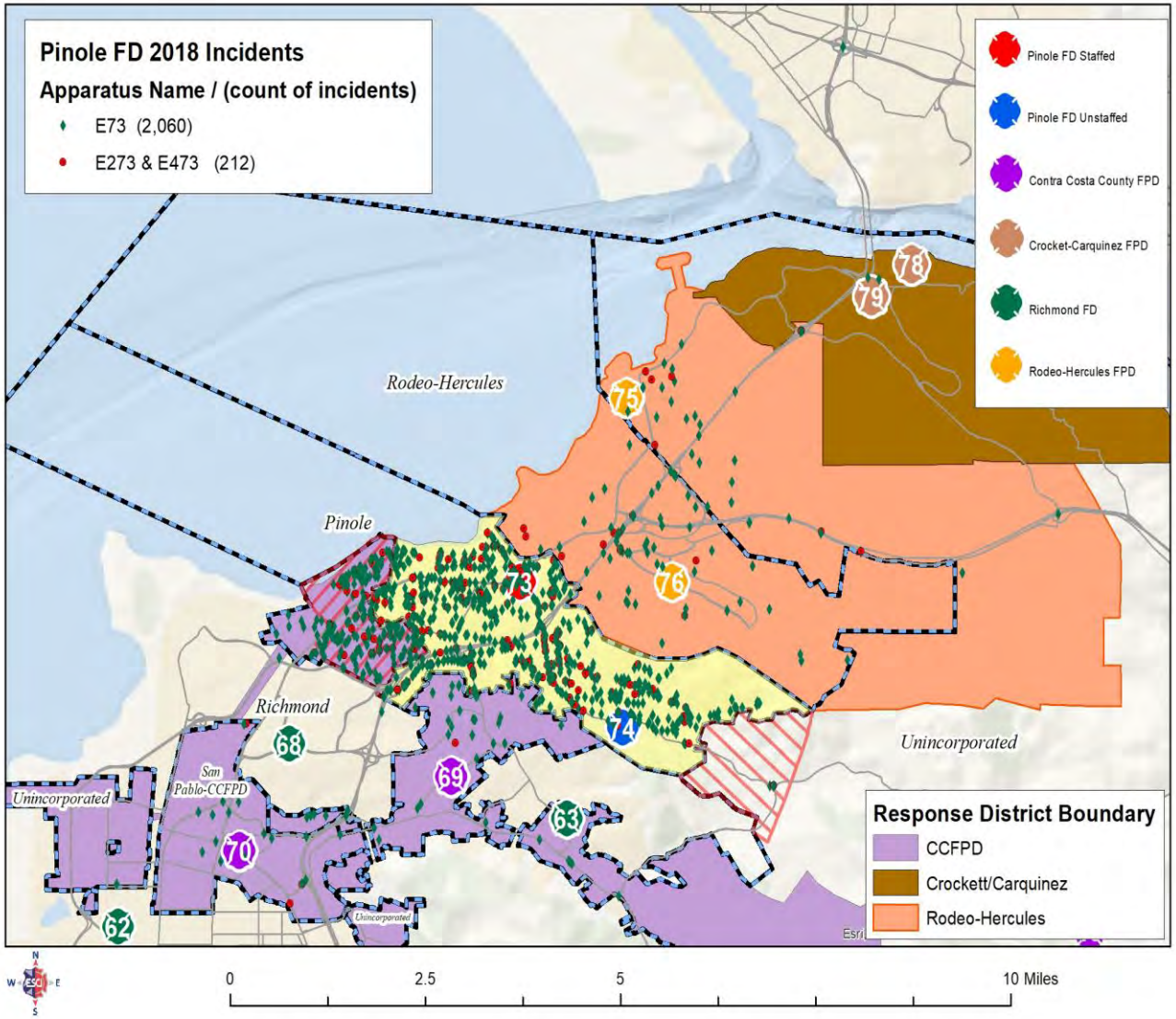


Concurrency of Calls

Concurrent Incidents	Count
1	1,767
2	568
3	77
4	7
5	1
6	1

Incidents Responded to by PFD

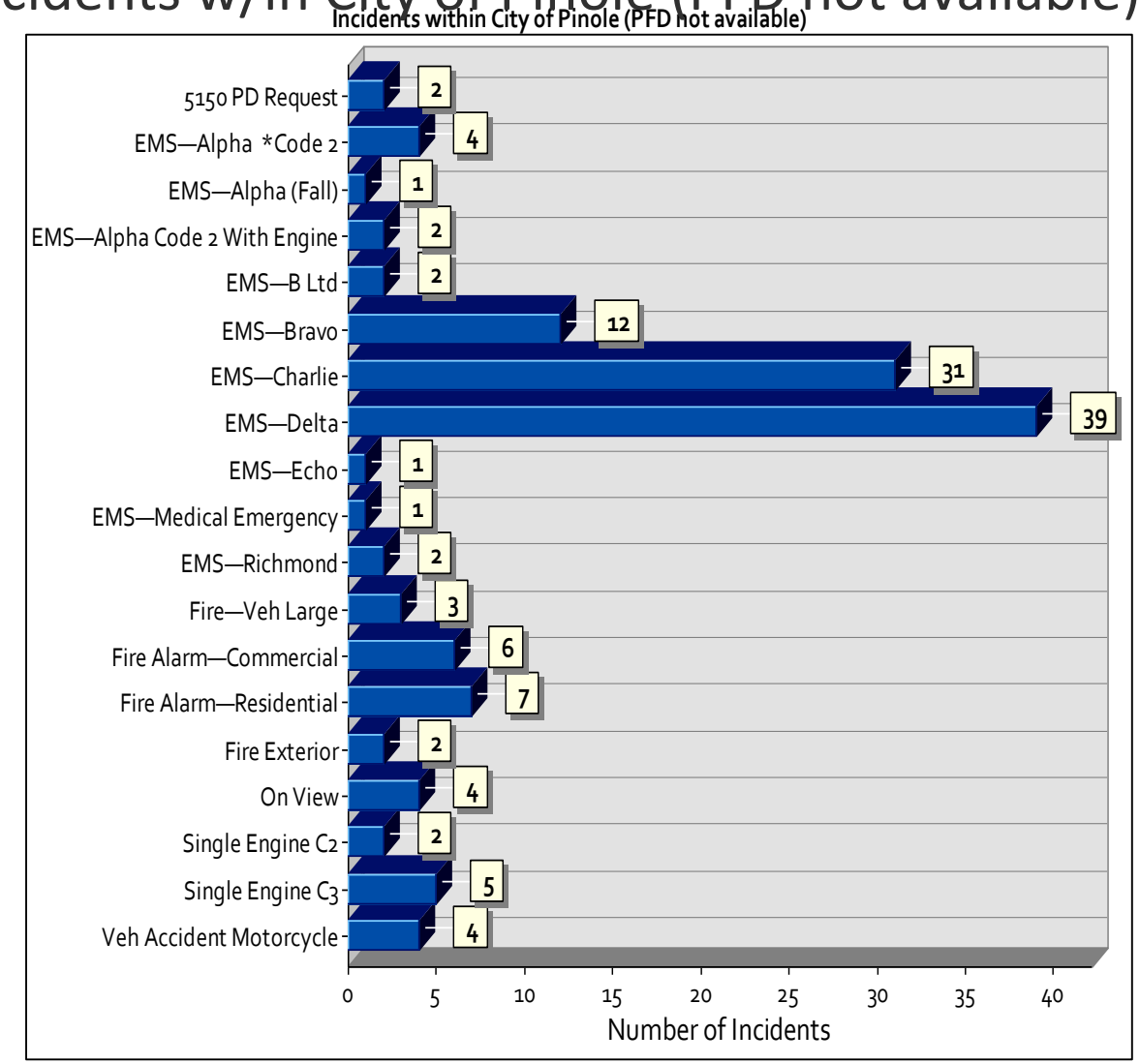
In 2018, there were 2,020 incidents within the Service Area & 401 calls outside the Service Area.



Aid from Adjacent Fire Depts/Districts.

Number of Incidents w/in City of Pinole (PFD not available)

In 2018, there were 130 incidents within Service Area where PFD was not available.



Overview of Findings

- Due to the lack of sufficient command and administrative staff, the department struggles to maintain compliance with performance goals, industry standards, and workload.
- The department needs additional staffing to satisfactorily fulfill all fire prevention related functions.
- The minimum staffing level for PFD does not provide for the two-in/two-out structure firefighting per OSHA mandates.

Overview of Findings

- PFD is fully dependent on automatic and mutual aid for any call requiring more than one unit.
- In the event of concurrent incidents requiring more than the one staffed Pinole Engine, service to the residents of Pinole for the additional incidents must be provided by other agencies.

Overview of Findings

- PFD is fully dependent on automatic and mutual aid for any call requiring more than one unit.
- In the event of concurrent incidents requiring more than the one staffed Pinole Engine, service to the residents of Pinole for the additional incidents must be provided by other agencies.

Options

.

ESCI Offers the Following Options for Consideration

Option A: Rodeo-Hercules Fire Protection District (Cont.)

Should RHFPD express an interest in annexing the area within the Pinole City Limits, the following will need to be considered:

Expand the boundaries of the Rodeo-Hercules FPD to include territory within the City of Pinole by submitting an annexation proposal to LAFCO.

Transfer (or lease) City-owned fire service facilities and equipment (i.e., stations, rolling stock, hoses, ladders, etc.) to the Rodeo-Hercules FPD.

Have the RHFPD hire City of Pinole employees who provide fire protection and wish to become employees of the RHFPD and devise a process to determine relative employee seniority.

Option A: Rodeo-Hercules Fire Protection District (Cont.)

Determine how to fund the additional service responsibilities incurred by the RHFPD such as reallocate a percentage of the City's property tax allocation to RHFPD effective the year the annexation becomes effective. This percentage amount would be negotiated and approved by the City, the District, and the Board of Supervisors and consider extending an existing Special Tax already imposed by Rodeo-Hercules FPD within its current boundaries to the parcels being annexed. It is assumed this would be a condition of LAFCO's approval of the annexation.

Option A: Rodeo-Hercules Fire Protection District (Cont.)

As a result of these changes, (1) the territory within the City would be within the boundaries and service area of the RHFPD, (2) the City would receive a smaller portion of the 1 percent property tax levied within its boundaries but would have fewer municipal expenses since it would no longer provide fire protection services, and (3) property owners within the City would begin paying the special tax which is already being paid by property owners within the Rodeo-Hercules FPD.

Any proposal from RHFPD should include a plan to staff Pinole Station 74 and provide the administrative functions currently missing within PFD.

Option B: Contra Costa County Fire Protection District

The City of Pinole requested a proposal from Contra Costa County Fire Protection District (CCFPD) to provide services within the Pinole City Limits. The terms of the proposal include staffing each station with a crew of three personnel on a 24-hour per day, seven days per week basis, and one Battalion Chief-level position on a 56-hour per shift basis with a 10 percent administrative fee and a 5 percent annual escalation for all labor costs. It also includes administrative positions currently lacking in PFD.

Option B: Contra Costa County Fire Protection District (Cont.)

The county proposal assumes the current general fund contribution to the PFD will remain constant at $3,395,335 and the Measure S funding will remain constant at $1,103,888 throughout the five-year projection period. Additional funds will be required to fulfill the financial requirement of the proposed contract.

Option B: Contra Costa County Fire Protection District (Cont.)

Total operating costs	7,718,852	8,104,794	8,510,034	8,935,536	9,382,313
Fire Prevention	160,000	160,000	160,000	160,000	160,000
Deduct projected GF funding cap	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
UAL Pension liability	386,129	441,171	506,390	559,659	591,073
Deduct Measure S Initiatives cap	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)
Net impact to Operating Budget	3,765,758	4,206,742	4,677,201	5,155,972	5,634,163
Additional Type I Engine lease	102,948	102,948	102,948	102,948	102,948
Replacement Fund	231,454	231,454	231,454	231,454	231,454
Additional funding required	4,100,160	4,541,144	5,011,603	5,490,374	5,968,565

Option B: Contra Costa County Fire Protection District (Cont.)

Additional funding required	4,100,160	4,541,144	5,011,603	5,490,374	5,968,565
Total tracts	6,198	6,198	6,198	6,198	6,198
Parcel tax per tract	661.53	732.68	808.58	885.83	962.98
Total costs allocated	4,100,160	4,541,144	5,011,603	5,490,374	5,968,565
Escalation		10.76%	10.36%	9.55%	8.71%

Option C: Expansion of Pinole Fire Department System

A third alternative to be considered is the restoration of the service model using the currently closed Station 74 and staffing of key administrative positions. This alternative maintains a minimum staffing of three personnel for each of the three shifts at this station. This combines Figure 130 and Figure 131 from the report.

The costs of this proposed expansion require additional funding which may be generated by a parcel tax, but similarly freeze current funding levels and Measure S allocations.

Option C: Expansion of Pinole Fire Department (Cont.)

Based on ESCI's review of critical administrative functions, PFD will need additional full-time staffing to manage programs and other administrative tasks. ESCI is recommending the creation of three 40-hour per week positions to assist in managing the organization, each position and in total.

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Battalion Chief	202,452	209,116	216,010	223,141	230,519
Training Captain	128,327	132,745	137,325	142,071	146,991
Fire Prevention Officer	104,515	108,212	112,047	116,027	120,158
Total personnel costs	435,294	450,073	465,382	481,239	497,668

Option C: Expansion of Pinole Fire Department System Cont.

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Station 74 Compensation	1,193,799	1,217,613	1,242,141	1,267,407	1,293,429
Benefits	431,625	447,698	464,505	482,080	500,461
Administrative positions	435,294	450,073	465,382	481,239	497,668
Compensation & benefits	2,060,719	2,115,384	2,172,028	2,230,726	2,291,557
Supplies	40,500	7,200	7,200	7,200	7,200
Total operating costs	2,101,219	2,122,584	2,179,228	2,237,926	2,298,757
Apparatus lease	102,948	102,948	102,948	102,948	102,948
Apparatus replacement fund	231,454	231,454	231,454	231,454	231,454
Total additional expenditures	2,435,621	2,456,986	2,513,630	2,572,328	2,633,159

Option C: Expansion of Pinole Fire Department System Cont

Projected Fire Department Costs Including Station 74 and Administrative Staffing

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Current Fire Dept Operating Projections (Figure 28)	5,272,626	5,829,220	6,434,978	7,095,984	7,854,198
Less Contract Fire Prevention costs	(160,000)	(160,000)	(160,000)	(160,000)	(160,000)
Station 74 operating costs	1,665,924	1,672,511	1,713,846	1,756,687	1,801,090
Administrative positions	435,294	450,073	465,382	481,239	497,668
Total costs	7,213,845	7,791,804	8,454,206	9,173,910	9,992,955

Option C: Expansion of Pinole Fire Department System (Cont.)

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Total costs from previous slide	7,213,845	7,791,804	8,454,206	9,173,910	9,992,955
Measure S Initiatives (Fig 28)					
Measure S 2006	794,698	794,698	794,698	794,698	794,698
Measure S 2014	309,189	309,189	309,189	309,189	309,189
Total other revenues	1,103,887	1,103,887	1,103,887	1,103,887	1,103,887
Revised Net funding from General Fund	6,109,958	6,687,917	7,350,319	8,070,023	8,889,068

Option C: Expansion of Pinole Fire Department System (Cont.)

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Revised Net funding from General Fund – previous slide	6,109,958	6,687,917	7,350,319	8,070,023	8,889,068
Original Funding from the General Fund (Figure 28)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Type I Engine	102,948	102,948	102,948	102,948	102,948
Apparatus Replacement Fund Contribution	231,454	231,454	231,454	231,454	231,454
Balance to fund from proposed parcel tax	3,049,025	3,626,984	4,289,386	5,009,090	5,828,135
Total parcels	6,198	6,198	6,198	6,198	6,198
Per parcel cost	491.94	585.19	692.06	808.18	940.33
Escalation		18.96%	18.26%	16.78%	16.35%

Option D: Staffing of Station 74 Service Area Utilizing Two-Person Unit

A fourth alternative to be considered is implementation of a service model using the currently closed Station 74 and utilizing a quick response/attack unit staffed with two qualified personnel. This alternative, while not recommended, restores minimum staffing of two personnel for each of the three shifts at this station.

Option D: Staffing of Station 74 Service Area Utilizing Two-Person Unit

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Compensation	707,182	722,398	738,070	754,212	770,838
Benefits	275,977	286,575	297,658	309,250	321,375
Compensation & benefits	983,159	1,008,973	1,035,728	1,063,462	1,092,213
Supplies	40,500	7,200	7,200	7,200	7,200
Operating costs	1,023,659	1,016,173	1,042,928	1,070,662	1,099,413
Quick attack pumper lease	24,048	24,048	24,048	24,048	24,048
Apparatus replacement fund	115,727	115,727	115,727	115,727	115,727
Total expenditures	1,163,434	1,155,948	1,182,703	1,210,437	1,239,188

Status Quo for the Pinole Fire Department

The following schedule presents projected costs to maintain the existing service levels for the Pinole Fire Department

Status Quo for the Pinole Fire Department

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Salaries	2,167,818	2,232,853	2,299,838	2,368,834	2,439,899
Benefits	2,113,226	2,577,021	3,087,252	3,649,922	4,306,908
Salaries & benefits	4,281,044	4,809,873	5,387,090	6,018,755	6,746,807
Services	830,906	854,171	878,088	902,674	927,949
Supplies	160,676	165,175	169,800	174,555	179,442
Recurring costs	5,272,626	5,829,219	6,434,978	7,095,984	7,854,198
Total expenditures	5,272,626	5,829,219	6,434,978	7,095,984	7,854,198

Status Quo for the Pinole Fire Department

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Total expenditures – prior slide	5,272,626	5,829,219	6,434,978	7,095,984	7,854,198
Sources of funding					
Measure S 2006	794,698	802,645	810,671	818,778	826,966
Measure S 2014	309,189	312,281	315,404	318,558	321,743
Total sources of funding	1,103,887	1,114,926	1,126,075	1,137,336	1,148,709
Net amount to fund	4,168,739	4,714,294	5,308,903	5,958,648	6,705,488

Questions/Discussion

ATTACHMENT E

Pinole Fire Department

Pinole, California

REGIONAL FIRE SERVICE DELIVERY STUDY ADDENDUM

March 2020

Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

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ACKNOWLEDGMENTS

Emergency Services Consulting International (ESCI) would like to acknowledge that without the assistance and support of the City of Pinole Fire Department executive and administrative staff, Labor leadership, City Manager, City officials, and others, we could not have completed this project.

Roy Swearingen
Mayor

Norma Martinez-Rubin
Mayor Pro Tem

Pete Murray
Council Member

Vincent Salimi
Council Member

Anthony I. Tave
Council Member

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EXECUTIVE SUMMARY

In April 2019, Emergency Services Consulting International (ESCI) was retained by the City of Pinole to evaluate the following opportunities; 1) Regional cooperation, to include consideration of consolidation or contract for Fire and Rescue Services; 2) Cost estimate to re-open and operate Station 74; and 3) applicable cost to residents through a parcel tax. During a presentation of the initial draft of the study to Pinole City Council on October 8, 2019, the City Council requested an addendum with additional research. The analysis within this addendum reflects the work completed consistent with the original contract *and* the additional research requested by the City Council. The additional updates/research items are as follows: Updated original financial calculations utilizing the most current budget to actuals; Development of additional parcel tax options; Development of a Reserve Firefighter Program; Analysis of placing a single-role advanced life support ambulance in the City in lieu of staffing an additional all-risk response unit. Highlighted and/or asterisked tables or narrative indicates changes and additions resulting from the supplementary research and related changes.

The analysis completed during the original study revealed a number of important findings. These include:

- Due to the lack of sufficient command and administrative staff, the department struggles to maintain compliance with performance goals, industry standards, and workload.
- Data collection and records management analysis was challenging due to inconsistencies.
- The department needs additional staffing to fulfill all fire prevention related functions satisfactorily.
- PFD does not have a designated individual committed to the training function for the department. The responsibility for conducting all needs assessments relative to training, as well as program design, coordination, and records keeping.
- The department does not have adequate training props, although funding has been included in the FY 19/20 budget to purchase some.
- The minimum staffing level for PFD does not provide for the two-in/two-out structure firefighting per OSHA mandates.
- PFD is fully dependent on automatic and mutual aid for any call requiring more than one unit.
- In the event of concurrent incidents requiring more than the one staffed Pinole Engine, service to the residents of Pinole for the additional incidents must be provided by other agencies.
- In 2018, none of the reported fire incidents achieved the stated performance objective of 21 firefighters on-scene, nor did the travel time for all apparatus on-scene approach 8 minutes.
- Projected General Fund revenues are not sufficient to provide for Fire Department General Fund expenditures on an annual basis and will require a continued drawdown of General Fund reserve balances.
- Station 73's crew quarters need remodeling and updating, which may include ADA accommodation.
- PFD apparatus specifications have not been standardized with the Battalion 7 apparatus.
- Absent automatic and mutual aid from surrounding agencies, standalone PFD is not capable of handling an incident, such as a trash fire, car fire, or medical incident requiring more than one apparatus, much less a more complex incident.

- At 110 calls per 1,000 population, PFD has a higher median number of calls per 1,000 population than the region but slightly lower than the urban lower range.
- Much of the developed residential area in the eastern part of the city is beyond 1.5 miles of Station 73.
- Due to Station 74 being closed, a portion of the developed residential area in the southeast part of the city is beyond the 4-minute travel time footprint.
- Funding does not appear to be available to cash purchase the required Type I apparatus for Station 74, should that station be reopened.

The analysis conducted during the evaluation phase of this process identified several opportunities to improve service (improvement goals). ESCI offers the following improvement goals for consideration. These goals and specific recommendations for each are described in more detail at the end of this report in the *Conclusions* section.

Short-Term Recommendations

Recommendation A: Adopt response performance goals that are achievable.
A community's desired level of service is a uniquely individual decision. No two communities are exactly alike. Performance goals must be tailored to match community expectations, community conditions, and the ability to pay for the resources necessary to attain the desired level of service.

Recommendation B: The City should consider moving forward with the necessary steps to improve service via reopening Station 74, and staffing and administrative support, as funding becomes available.

Recommendation B-1: As a temporary measure until sufficient funding is developed to implement Recommendation B, to improve cost-effective response performance to both medical as well as fire and other emergency incidents, the City should consider acquiring and staffing a two-person, advanced life support equipped, quick response apparatus (Type VI) appropriately. Included in this recommendation is the hiring of an Administrative Captain to manage, among other administrative tasks, a continuing education program for fire and medical personnel.

Recommendation C: Consider initiating the process of securing additional funding.
ESCI recommends that the City consider moving forward with the process of pursuing an additional funding source such as a parcel tax.

Recommendation D: Standardize apparatus specifications.
Consideration should be given to the standardization of apparatus specifications throughout Battalion 7. Standardization of specifications will enhance operational efficiency and could result in cost savings via group purchasing.

Recommendation E: Review all current fire department alarm assignments.
Consideration should be given to reviewing the department's alarm assignments and determine the number of resources required for an effective response force based on risk.

Recommendation F: Improve the collection and analysis of incident data.
Much can be revealed by collecting and evaluating incident data accurately and regularly. Challenges to quick response can be identified and solutions proposed.

Mid- to Long-Term Recommendations

Recommendation G: Initiate recruitment of additional staff.
As soon as funding is available, ESCI recommends that the City recruit the positions identified in Option C: "Expansion of Pinole Fire Department System."

Recommendation H: Remodel Station 73
Fire Station 73's crew quarters require remodeling to accommodate the relocation of the shared shift Battalion Chief and additional administrative staff.

Recommendation I: Capital Equipment and Facilities Fund
Establish a Capital Equipment and Facilities Replacement Fund. A portion of the proposed parcel tax could be used to fund this recommendation.

Section I:
EVALUATION OF CURRENT CONDITIONS

CURRENT CONDITIONS

Organizational Overview

ESCI combined data provided by the participating fire agencies with information collected in the course of our fieldwork and used to develop an overview of the organizations. The purpose of the following organizational overview is two-fold. First, it verifies the accuracy of the baseline information and ESCI's understanding of each agency's composition—the foundation from which the study is developed. Second, the overview serves as a reference for the reader, who may not be familiar with the details of each agency's operations.

City of Pinole Fire Department

Governance & Lines of Authority

The City of Pinole was incorporated in 1903 and commenced providing fire protection the same year. Policy direction for the Pinole Fire Department (PFD) is provided by five elected City Council members (Council). The Council is provided the necessary power and authority to govern the provision of fire protection and emergency services. The Council appoints a City Manager who is responsible for implementing Council policy and overseeing the operation of the Organization. The City Manager appoints the Fire Chief to oversee the Fire Department operations.

The Pinole Fire Department (PFD) service area is comprised of the City of Pinole and two informally contracted areas of Contra Costa County, as depicted in the following figure. The Rodeo-Hercules service area is to the north and the southern boundary alternates between the City of Richmond and unincorporated Contra Costa County.

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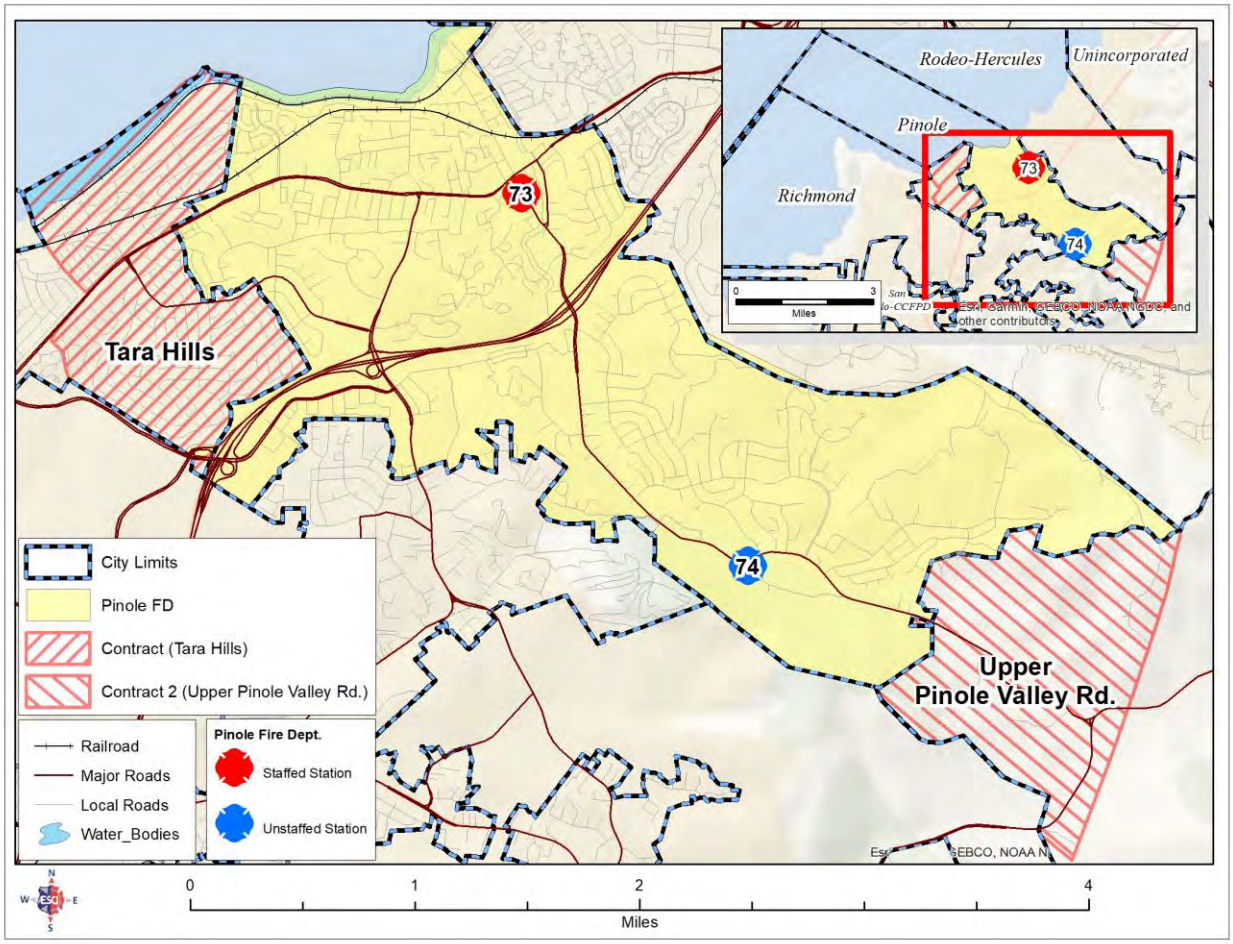
Figure 1: Study Service Area



Design

The organizational design of PFD mimics a paramilitary organization, which is a common design among first responders and emergency services agencies. PFD is an all career agency, meaning all staff are full-time regular employees of the City of Pinole.

Organizational Structure

To operate effectively, a fire department needs an organizational chart that clearly defines its structure. The chart institutionalizes the agency's hierarchy, identifies roles, and, most importantly, clarifies reporting authority. It also helps to ensure that communication flows appropriately and limits opportunities to circumvent the reporting structure.

PFD has a well-defined organizational chart that achieves this purpose and operates under a traditional top-down approach. Lines of authority are clear and depicted; however, the department is minimally staffed. The following figure illustrates the organizational chart for PFD.

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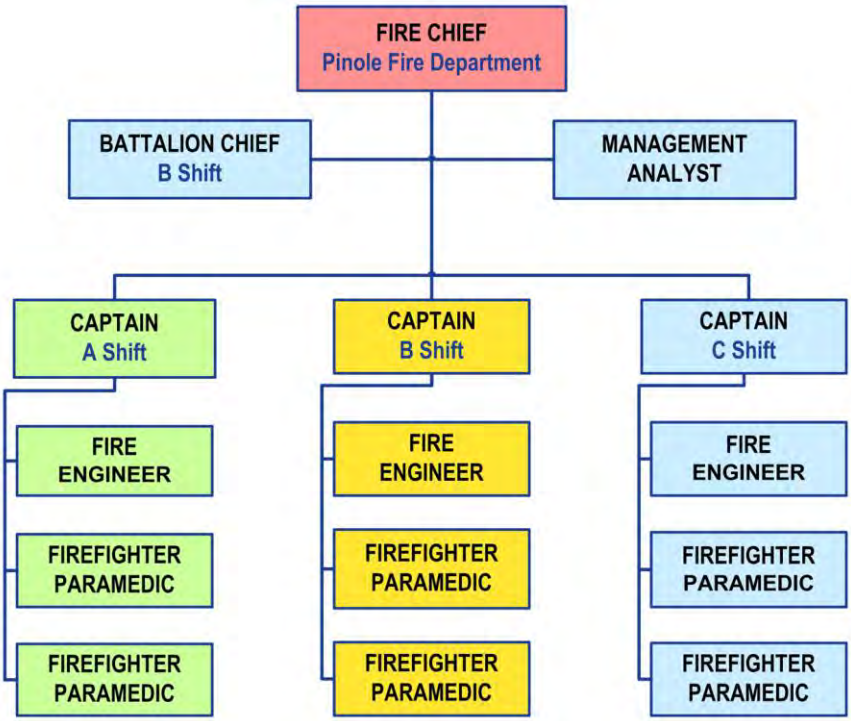
Figure 2: Pinole Fire Department Organizational Chart (2019)



Governance & Decision-Making

From a governance and decision-making standpoint, the organization appears to have a clear direction and ability to operate. Lines of authority and the ability to carry out decisions appear to flow appropriately. The administrative staff understands the process to accomplish its mission. The chain of command is identified and clear on responsibilities. The span of control is adequate related to operations; however, as noted later in this report, the organization is lacking key positions necessary for an all-risk fire department.

Service Area & Infrastructure

The size and composition of a fire department's service area affect the type and number of personnel, fire stations, and vehicles that are needed to provide services efficiently. Sometimes complex decisions need to be made regarding deployment strategies to properly position resources based on land area, geography, risk, and similar factors. The following offers a summary of PFD's service area and service infrastructure resources:

Figure 3: Service Area & Apparatus Resources

Agency Description	PFD Observations
Agency type (district, municipality, etc.)	City
Land Area in square miles	5.2/2.4 contract areas[1]
Headquarters location (physical address)	880 Tennent Ave
Number of fire stations	2 (one currently closed)
Engine	1
Engine, reserve	1
Wildland Engine Type 3	1
Wildland Engine Type 6	1
Ladder truck	0
Ladder, reserve	0
Duty BC Command Response Vehicle	1

From 2005 to 2011, PFD was able to deploy personnel and apparatus from two strategically located facilities. During the economic downturn, the second PFD station (74) was browned out and eventually closed. This closure has resulted in an increase in response times to the area in the eastern portion of the City.

Decisions on deployment define the Department's response capability. These decisions need to weigh multiple considerations, including risk exposure, response times, access challenges, deployment, community expectations, personnel safety, and fire department capacity. Furthermore, these decisions not only need to balance the financial considerations but also need to be strategic and in the purview of the elected officials and City Manager, in consultation with the Fire Chief. Ultimately, these individuals are responsible to the public to provide the level of service that the citizens desire and for which they are willing to pay.

[1] The City of Pinole encompasses approximately 11.6 square miles. Of that, 5.2 square miles are land, with the remaining 6.4 sq. miles comprised of the bay.

Staffing Analysis

An organization's greatest asset lies in its people, yet its people also typically comprise its greatest financial cost. Thus, organizations must pay special attention to managing human resources in a way that achieves maximum productivity while ensuring a high level of employee job satisfaction. Consistent management practices combined with a safe working environment, equitable treatment, the opportunity for input, and awards and recognition all comprise key components impacting job satisfaction.

The size and structure of an organization's staffing remain dependent upon the organization's specific needs. These needs must directly correlate with the needs of the community and the available revenue stream. A structure that works for one entity may not necessarily work for another agency. This section provides an overview of the PFD's staffing configuration and management practices.

One can divide Department staffing into two distinctly different groups: the first is what the citizens typically recognize and is commonly known as the operations unit, generally classified as the emergency response personnel; the second group, commonly known as the administrative section, typically works behind the scenes to provide the support that the operation's personnel need to deliver effective emergency response.

In addition to providing fire suppression services, PFD is tasked with providing emergency medical response, fire investigation, fire prevention, life safety education, community risk reduction, disaster/emergency operations planning, and hazardous materials response.

Personnel Responsibilities & Activity Levels

The leadership of PFD has established work responsibilities beyond the emergency response requirements. For example, these additional duties include fleet management, respiratory protection compliance, and training. Due to the lack of sufficient management staff, the department struggles to maintain compliance with performance goals, industry standards, and workload.

Administrative & Support Staffing

One of the primary responsibilities of a response team's administration is to ensure that the operations segment of the organization has the ability and means to respond to and mitigate emergencies safely and efficiently. An effective administration and support services system proves critical to the success of a response agency.

Typical responsibilities of the administration and support staff include planning, organizing, directing, coordinating, and evaluating the various programs within the Department. This list of functions is not exhaustive, and other functions may be added. It is also important to understand that these functions do not occur linearly and can more often coincide. This requires the Fire Chief and the one shift Battalion Chief to focus on many different areas at the same time.

The following figure reviews the administration and the organizational support structure of PFD:

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Figure 4: PFD Administrative and Support Staffing

Position	Number
Fire Chief	1
Management Analyst	1
Battalion Chief (Shift)	1
TOTAL	**3**

Like any other part of a municipal fire department, administration and support need appropriate resources to function properly. By analyzing the administrative and support positions within an organization, we can create a common understanding of the relative resources committed to this function compared to industry best practices and similar organizations. The appropriate balance of administration and support compared to operational resources and service levels is a crucial factor in ensuring the department can accomplish its mission.

Administration

The positions of the Fire Chief, one shift Battalion Chief, and one Management Analyst currently establish the administrative function of the department. Some of the typical responsibilities of the Fire Chief include planning, organizing, directing, and budgeting for all aspects of the department's operations. The current number of positions assigned to this activity is insufficient to meet supervisory expectations; in addition, the daily operational needs can detract from the ability to focus on administrative requirements.

PFD currently operates with a limited number of administrative support staff. The position assigned to administration is one Management Analyst. This one Management Analyst provides critical support to all of the department's administrative functions. In addition, during extreme emergencies, administrative staff are typically called upon to staff numerous duties in support of operations and logistics. One cannot overstate the value of administrative support as these staff members free up fire management staff to concentrate on other areas of operation. The level of administrative support appears to be inadequate for PFD.

Emergency Management

The responsibility for the City's emergency management planning and preparedness is assigned to the Fire Chief and the Police Chief. This shared responsibility is expected to provide for overall management and delivery of emergency management activities for the City of Pinole. Given the current duties of the Fire Chief, there is little time available to devote to this responsibility.

Fire Prevention

Typical fire prevention functions include building plan reviews, building inspections, weed abatement, community outreach, and vegetation management. The department currently outsources some of these functions through contracts; additional staffing would be required to satisfactorily fulfill these functions internally. Currently, the Fire Inspector duties are carried out via a contracted position. This includes the review and approval of building plans and providing building and construction inspections.

Fire Prevention Programs

An aggressive risk management program, through proactive fire and life safety services, is a fire department's best opportunity to minimize the losses and human trauma associated with fires and other community risks.

The National Fire Protection Association recommends a multifaceted, coordinated risk reduction process at the community level to address local risks. This requires engaging all segments of the community, identifying the highest priority risks, and then developing and implementing strategies designed to mitigate the risks.[2]

A fire department needs to review and understand the importance of fire prevention and public education, appreciating its role in the planning process of a community with diversified zoning, including residential, commercial, and industrial properties. The fundamental components of an effective fire prevention program are listed in the following figure, accompanied by the elements needed to address each component.

Figure 5: Fire Prevention Program Components

Program Components	Elements Needed
Fire Code Enforcement	• Proposed construction and plans review • New construction inspections • Existing structure/occupancy inspections • Internal protection systems design review • Storage and handling of hazardous materials
Public Fire & Life Safety Education	• Public education • Specialized education • Juvenile fire setter intervention • Prevention information dissemination
Fire Cause Investigation	• Fire cause and origin determination • Fire death investigation • Arson investigation and prosecution

[2] NFPA Standard 1730: *Organizing and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Public Education Operations*, 2019 Edition.

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Fire & Life-Safety Code Enforcement

The most effective way to combat fires is to prevent them. A strong fire prevention program, based on locally identified risks and relevant codes and ordinances, reduces the loss of property, life, and the often-crippling impact on a community's economy. The following figure summarizes the new construction and fire protection system plan review programs, and ancillary programs typically found in fire prevention programs.

Figure 6: New Construction Inspections & Involvement

Program Elements	Pinole Fire Department
FD consulted on proposed new construction?	Yes, by utilizing contractors
FD consulted on proposed occupancy changes/tenant improvements?	Yes, via contractor
Perform fire & life-safety plan reviews?	Yes, by utilizing contractors
Charges for inspections or reviews?	Yes
Special risk inspections?	Yes, via contractor
Storage tank inspections?	No, this is a function of the Contra Costa CUPA
Key-box entry program in place?	Yes
Hydrant flow records maintained?	No[3]

The following sections provide detail on the qualifications and resources dedicated to fire and life safety code enforcement provided by the Pinole Fire Department.

Pinole Fire Prevention

The Fire Chief has the primary responsibility of ensuring fire prevention activities are conducted to state and local regulations. This is supported by one contract Inspector and the on-duty engine company personnel when they are available. Current services offered include:

- Inspect new or repaired fire protection systems requiring a fire construction permit;
- Inspect existing occupancies required to have an operational permit and those required by the California Health and Safety Code to be inspected on an annual basis;
- Respond to complaints regarding fire and life safety code violations; and
- Investigate major fires and work with law enforcement to make arrests of persons responsible for unlawful actions related to fire.

[3] The water and hydrant system are maintained by East Bay Municipal Utilities District (EBMUD). At the time of this report, the hydrant maintenance schedule and flow records could not be acquired from EBMUD.

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Community Risk Reduction Program

Lately, U.S. fire departments have begun to recognize the value of Community Risk Reduction (CRR) programs that go beyond traditional fire prevention activities. Some have gone so far as to re-name their "fire prevention" divisions to "Community Risk Reduction Divisions."

Regardless of the name, fire departments should be able to accurately identify the various potential community risks before developing prevention programs. This is not meant to imply diminishing the focus and importance of addressing the fire problem in a community, rather it affords an opportunity to identify and mitigate additional community risks through targeted prevention activities.

Figure 7: Six Steps of CRR Planning

The first step in developing an effective CRR plan is identifying risks unique to a specific community by conducting a community risk assessment. A key component of the assessment process is the collection and analysis of incident data. However, firefighters, officers, and inspectors can also provide substantial anecdotal information on the various risks found within their respective response-areas.

Fire & Life-Safety Public Education Program

Providing fire and life safety education to the public to minimize the number of emergencies while training the community to take appropriate actions when an emergency occurs is essential to a fire and life safety program. Life and fire safety education provides the best chance for minimizing the effects of fire, injury, and illness to the community.

Public education and outreach are conducted in various ways in each department. The following is a summary of the programs commonly offered by area fire departments.

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Figure 8: Life Safety & Public Education Services

Life Safety & Public Education	Description	Pinole Fire Department
PIO/Public Educator	This position often works with the community to identify and eliminate fire and life safety risks.	Not a filled position, delegated as needed if available.
911 Education Program	This program works to reduce the number of unnecessary 911 calls and provide education to the public on available services.	Website
Exit Drills In The Home (EDITH)	This program is typically offered to elementary school-age children through annual school visits.	Engine company upon request
Smoke Alarm Installation	Often, residents are encouraged to notify their fire departments when they need assistance replacing alarm or alarm batteries.	Engine company upon request.
Carbon Monoxide Alarm Installation	Carbon monoxide alarm installation assistance.	Not available
Bike Helmet Program	Provides information on bicycle helmet use to school-aged children.	Not available
Elder Safety/Fall prevention	Provides information and inspections to seniors to reduce accidents and falls.	Not available
Home Safety Inspections	A home safety program that aims to reduce fire and safety hazards in the household.	Upon request; crews not formally trained.
CPR/First Aid Classes	Classes that offer training in CPR and first aid to citizen groups, city employees, and individuals.	Not available
BP Checks	Often offered at the fire station for any resident on a walk-in basis.	Not available
Car Seat Safety Inspections	Classes, inspection, or training to ensure citizens are properly installing car seats into vehicles.	Not available
Fire Extinguisher Classes	Hands-on training to business employees and citizens on the proper selection and use of fire extinguishers.	Not available
K, 12 Fire Prevention curriculum delivery in schools	Fire Prevention classes designed for school-aged children to reduce burns and fires in the home.	Not available; demos upon request.
Wildfire Defensible Space Education	Education offered to neighborhood associations or individuals on the proper wildfire mitigation efforts around residential and commercial structures.	Website
Water Safety Program	Pool safety, swimming classes, and information on how to safely rescue an individual in the water.	Not available
Safety Fairs	Fairs offered to large groups of individuals with the intention of offering numerous public safety classes at one location.	Not available

Fire Prevention Discussion

In today's fire service, public fire and injury prevention education is much more important than in the past. This is likely the result of evolving community expectations, coupled with the realization by fire departments that community engagement and safety education outreach can build tremendous community support.

Consideration should be given to conducting a formal Community Risk Assessment. The U.S. Fire Administration identified a five-step assessment process for improving public safety education:[4]

1. Conduct a Community Analysis.
2. Develop Community Partnerships.
3. Create an Implementation Strategy.
4. Implement the Strategy.
5. Evaluate the Results.

Fire Cause & Origin Investigation

Accurately determining the cause of a fire is an essential element of a fire prevention program. When fires are intentionally set, identification and/or prosecution of the responsible offender is critical in preventing additional fires, injuries and fatalities, and catastrophic economic impact. Further, identifying the cause and potential trends enables the department to provide specific public information and fire prevention education to prevent reoccurrence.

Pinole receives fire investigation services through mutual aid from Contra Costa County Fire Protection District.

The results of professional and thorough fire investigations can be extremely powerful in:

- Prosecuting arsonists.
- Identifying product safety issues.
- Educating the public about the outcomes of unsafe behaviors and conditions.
- Assisting insurance companies and property owners with insurance claims.
- Providing solid evidence in criminal and civil court proceedings.
- Identifying necessary life safety code changes.

[4] https://www.usfa.fema.gov/downloads/pdf/publications/fa-219.pdf

Training

PFD does not have a designated individual committed to the training function for the department. The responsibility for conducting all needs assessments relative to training, as well as program design, coordination, and evaluation falls to the Fire Chief. The result of this arrangement is that the training of all personnel is delivered inconsistently due to the other duties assigned to the Fire Chief.

While the design and staffing of a fire department are dependent upon the specific needs of the community, the reality is that most of the needed training is common among California fire departments. In addition to maximizing resources through sharing training resources and opportunities, fire departments that train together tend to work better together during mutual aid incidents. This also lends itself to making the firefighters more well-rounded, as they are exposed to other lines of thinking. Finally, a coordinated regionalized, collaborative approach to training delivery, in addition to the benefits noted, can substantially reduce costs, and increase the efficiency of educational efforts. To capitalize on local and regional training opportunities, the department needs an individual whose primary duties include this important function.

Training officers are often assigned to act as the department Safety Officer, reviewing standard operating procedures, adherence to proper personal protective equipment, inspecting facilities for safety hazards, and examining work practices to ensure they meet OSHA and Cal OSHA requirements. Safety Officers review accidents and design training classes to reduce accidents in the workplace.

Training Overview

Providing safe and effective fire protection, EMS, and other emergency services requires a well-trained workforce. Initial, ongoing, and high-quality training and education are critical for fire department effectiveness and the safety of its personnel. A comprehensive training program is necessary to achieve this goal; this is true in all-career or combination fire departments that provide a broad range of services throughout the community. Pinole Fire Department allocated $25,000 in the fiscal year 2019/2020 budget to provide for this training.

To ensure maximum effectiveness and safety in complex environments, firefighters and officers must acquire and maintain initial training, ongoing training, and EMS Continuing Education (CE). Failure to provide necessary training endangers firefighters and citizens and exposes fire departments to liability. In addition, a well-trained workforce substantially contributes to better emergency incident outcomes and community services.

Newly hired firefighters must participate in a structured recruit training and testing process. The *California State Fire Training* utilizes NFPA 1001: *Standard for Fire Fighter Professional Qualifications* (2013), NFPA 1051: *Standard for Wildland Fire Fighter Professional Qualifications* (2016), and NFPA 472: *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents* to provide the qualifications for State Fire Training's Fire Fighter I certification. These standards identify the minimum training requirements that serve as the basis for entry-level firefighters. The NFPA recommends other standards that address initial and ongoing training for firefighters and officers in a variety of specific topics. In addition, new recruits must complete or have previously completed basic emergency medical training.

Following initial training, firefighters (i.e., all emergency services personnel) must actively participate in ongoing training that includes testing as well as ensuring practical skills and knowledge are maintained. In its *Fire & Emergency Service Self-Assessment Manual (9th edition)*, the Commission on Fire Accreditation International (CFAI) addresses "Training and Competency," and lists numerous performance indicators under the headings of training and education program requirements, performance, and resources.

To accomplish this, fire departments must have access to qualified instructors and training resources—either within the organization, externally with regional partners, or both.

Training programs must go beyond simply fulfilling mandatory hours. Emergency services training administrators and instructors must ensure that firefighters, EMS personnel, and officers are not only competent but also self-confident in the variety of skills necessary to perform effectively in high-stress situations. Industry standards outline specific areas that are considered integral to effective training programs. The program should include the following:

- Training administration
- Recordkeeping (records management systems)
- Training facilities and resources
- General training competencies
- Training methodologies

Training Administration

Typically, even smaller fire departments have a dedicated individual assigned to the training division who oversees the training program, sets program goals and objectives, develops training manuals, produces annual reports, and ensures state and local mandatory training is completed. Pinole Fire does not have a dedicated Training Officer.

Contra Costa County Training Officers Association

Under the auspices of the *Contra Costa Fire Chiefs Association*, training officers from the fire departments meet regularly to develop and share resources, as well as promote fire training locally. Pinole participates regularly in the Training Officers' Association.

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Training Facilities & Resources

Pinole does not possess a fire training facility and has limited access to shared resources due to daily staffing arrangements and the need to be available to respond to incidents. The following figure contains common considerations for fire service training and indicates if these training services are available within the PFD service area.

Figure 9: Training Facilities & Resources Findings

Description	Pinole Fire Department
Adequate training ground space/equipment	No
Live fire props	No
Fire & driving grounds	No
Training facility maintenance adequate	Not applicable
Classroom facilities adequate	Shared classroom facilities are available
Video & computer simulations available	No
Instructional materials available	Yes

Training Facilities in Contra Costa County

The Rodeo Hercules Fire Protection District training center is equipped with a wide variety of equipment, props, and other facilities. This facility is available for use by PFD; however, utilizing it requires moving the on-duty fire crew out of the City of Pinole and placing them out-of-service or causing a delay in response.

General Training Records

Fire departments must maintain records to demonstrate competencies and completion of annual mandated (local, state, and federal) training. These records are important to internal processes such as promotions and qualifications for special operations. Externally, training records are often used in defense of litigation, for investigations, and to prove competencies in the Master Mutual Aid System.

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Figure 10: Training Records Maintenance

Description	Pinole Fire Department
Individual training files maintained	No[5]
Records & files computerized	Limited
Daily training records kept	Yes, via hard copy journal
Annual training hours tracked	No
Company training records kept	No
Responsibility for records	Fire Chief
Training equipment inventoried	Props are limited & in need of refurbishment[6]

General Training Competencies

For training to be fully effective, it should be based on established standards. The next figure lists the general training competencies regularly delivered to the members of the Pinole Fire Department.

Figure 11: General Training Competencies

Description	Pinole Fire Department
Incident command system	No, "Blue Card" is being implemented.
Accountability procedures in place	No, Lexipol policy & procedure system has been purchased and will soon be implemented.
Policy & procedures for training	No, Lexipol policy & procedures purchased and soon to be implemented.
Safety procedures in place	No, Lexipol policy & procedures purchased and soon to be implemented.
Recruit academy	Two recruits will start at the Berkeley Fire Dept Academy in October 2019. Two went through in October 2017.
Special rescue	No
Hazmat certification	No
Wildland firefighter	Yes
Vehicle extrication	Yes
Defensive driving	Yes
Use, safety, & care of small tools	Yes
Use & care of power equipment	Yes
Radio communications & dispatch	Yes
EMS skills & protocols	Yes

[5] PFD is in the process of configuring Target Solutions to maintain training records and reports.

[6] In fiscal year 2019/2020, $2,500 has been allocated for this purpose. This amount is generally enough to maintain one training prop, but as PFD expands its training capabilities, additional funding should be added to the budget for prop maintenance.

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EMS Training & Continuing Medical Education

Pinole Fire Department relies on in-house (PFD developed) and other regional sources for training for basic and advanced life support continuing medical education. Pinole personnel are preparing to use Target Solutions to deliver ongoing continuing education for paramedics and emergency medical technicians at a fixed annual cost. The use of online training reduces the need to hire instructors and pay employees overtime as they attend mandated training as well as ensuring annual training mandate records are well kept.

Training Methodologies

Certain resources are necessary to arm the instructor with the tools necessary to deliver adequate educational content to provide effective training to fire and EMS personnel. In addition to such tools, effective methodologies must be employed if training delivery is to be enough to meet the needs.

The following figure lists the various training methodologies and training operations utilized by PFD.

Figure 12: Training Methodologies & Operations

Description	Pinole Fire Department
Manipulative skills	Manipulative training drills for individual and company are conducted weekly.
Task performances/frequency	Manipulative training drills for individual and company are conducted weekly.
Annual training hour requirements	24 hours of EMS "Continuous Education" is accomplished annually.
Use of lesson plans	Each firefighter employee has a task book containing lesson plans. Fire Engineer and Captain task books are being developed.
Produced in-house or commercially	Training plans are produced by PFD members.
Night drills	Annual structure fire drills are held at night.
Multi-agency drills	Annual multi-agency structure fire, wildland, & EMS are held.
Disaster drills conducted	No
Pre-fire planning included in training	Yes
Safety incorporated in training	On large drills, a safety plan is developed as part of a training Incident Action Plan.
Post-incident analysis conducted	On large drills and incidents, an incident or training analysis is completed.

Training Discussion

Ongoing training reduces injuries and other risks associated with firefighting. Mandatory training is required by OSHA, Cal OSHA, and the State of California that must be undertaken and completed on an annual basis by firefighters. In addition, the Insurance Services Office (ISO) reviews training hours to ensure the adequate training of fire service responders.

Emergency Response Staffing

It takes an adequate and properly trained staff of emergency responders to put the appropriate emergency apparatus and equipment to its best use in mitigating incidents. Insufficient staffing at an operational scene decreases the effectiveness of the response and increases the risk of injury to all individuals involved.

One can break down critical tasks performed at a fire into two key components—life safety and fire flow. Life safety tasks are based on the number of building occupants and their location, status, and ability to take self-preservation action. Life safety-related tasks involve search, rescue, and evacuation of victims. The fire-flow component involves delivering enough water to extinguish the fire and to create an environment within the building that allows firefighters' entry.

The number and types of tasks needing simultaneous action will dictate the minimum number of firefighters required to combat different types of fires. In the absence of adequate personnel to perform concurrent action, the Command Officer must prioritize the tasks and complete some in chronological order, rather than concurrently. These tasks include:

- Command
- Scene safety
- Search and rescue
- Fire attack
- Water supply
- Pump operation
- Ventilation
- Back-up/rapid intervention

The first 10 minutes are the most crucial period in the suppression of a fire. The timing of these 10 minutes does not start when the firefighters arrive at the scene but begin when the fire initially starts. How effectively and efficiently firefighters perform during this period has a significant impact on the overall outcome of the event. This general concept is applicable to fire, rescue, and medical situations. Critical tasks must be conducted promptly to control a fire or to treat a patient. PFD is responsible for ensuring those responding companies can perform all the described tasks in a prompt, efficient, and safe manner.

Setting the staffing levels is a determination made at the community level based on risk, capability, and citizen expectations and is guided by national recommendations such as those found in the National Fire Protection Association Standard 1710.

When a fire escalates beyond what the initial assignment can handle, or if the fire has unusual characteristics such as a wind-driven fire or has been accelerated with a highly flammable compound, additional personnel are needed. Other types of scenarios may not include fires but rather mass casualty incidents, explosions, etc., that may need additional staffing. It proves difficult or impossible to staff for these worst-case incidents; they require a robust mutual aid or automatic aid plan for assistance.

The staffing level that PFD is expected to provide is a decision based on a risk assessment and community expectations. A funding level must be established that matches the fire department's deployment capability to mitigate the risk to a level that meets the community's expectations. This funding level is developed through the political process of citizens meeting with local legislators and expressing approval of the level of service being received or indicating improvements that need to be made and the level of additional financial support they are willing to bear to obtain satisfaction with the services. This additional financial support is usually in the form of assessing property through ad valorem taxes or other taxes to generate the necessary revenue. No mandated requirement fits all possible situations, although NFPA 1710 guides the number of personnel and apparatus required for typical scenarios. Incidents may escalate beyond the capability of the initial assignment of units and staff, resulting in additional apparatus and personnel required. It may prove difficult or financially impossible to staff for those worst-case incidents. In those instances, a robust mutual or automatic aid system is required.

On a typical day in Pinole, as in most jurisdictions, the full staffing required by response needs are not available due to budget constraints.[7] Currently, Pinole has determined that the minimum acceptable department staffing is three operations personnel and a shared Battalion Chief on each shift. This staffing level is generally only adequate for basic calls for service such as low acuity medical aids, small incipient fires, or motor-vehicle accidents with minor injuries. This staffing arrangement results in reliance on other jurisdictions assistance through automatic and mutual aid agreements for calls requiring two or more units, as identified in critical tasking Figure 32.

Battalion 7 designates the geographical area in western Contra Costa County comprised of the Contra Costa County Fire Protection District (CCFPD), City of Pinole Fire Department (PFD), and the Rodeo-Hercules Fire Protection District (RHFPD). Per an agreement with CCFPD, RHFPD, and PFD, each agency provides and shares shift Battalion Chiefs. These chief officers are assigned to Duty Chief coverage for each shift for the area described as "Battalion 7."

While this agreement provides for operational duties at the shift Battalion Chief level, it does not enhance critical administrative support needs for PFD.

The following figure depicts PFD's emergency staffing—with all authorized positions filled for the combined three shifts that PFD employs.

[7] As an example, a residential structure fire generally requires multiple fire engine crews to accomplish the tasks required to extinguish the fire, located victims, and provide any necessary medical interventions. Another example occurs when two or more calls for service occur within a short time frame. In Pinole, only one fire engine is staffed per day. The capability to respond to complex calls requiring additional personnel or to respond to multiple incidents occurring simultaneously is fully dependent on automatic and mutual aid. See Figure 32 for additional details.

Figure 13: PFD Emergency Response Staffing

Position	Total Authorized Positions	Daily Staffing
Battalion Chief (shared)	1	0 to 1[8]
Fire Captain	3	1
Engineer	3	1
Firefighter	6	1
Totals:	**13**	**3 or 4**

PFD is authorized at 14 emergency response personnel for EMS, rescue, and fire suppression activities, including the Battalion Chief and Fire Chief. At the end of FY 2018, three of the authorized 12 firefighters in the Fire Operations Division were vacant. This means 25 percent of the response force positions, primarily in the firefighter rank, are vacant.

The resident population of the PFD service area inclusive of contact areas is estimated to be approximately 24,624 (this includes the City of Pinole population of 19,498 and two nearby unincorporated areas located within the service area). PFD provides its community with .69 career firefighters per 1,000 population. This compares to a national average of .99 firefighters per 1,000 population for cities of comparable size in Western states or almost a third less than the average.[9]

The suppression personnel are assigned to one of three shifts, each working 48-hours on/96-hours off and working a total of 2,912 hours each year.

PFD operates from one station, staffed with full-time personnel. The following figure shows the staffing configuration at full utilization of authorized personnel. ESCI notes that the minimum staffing level for PFD absent automatic aid does provide for the two-in/two-out structure firefighting per OSHA mandates.[10]

Figure 14: Station Units & Staffing Levels

Station	Apparatus	Minimum On-Duty Staffing
Station 73	Engine 73	3
	Reserve Engine 73A	0
	Type III Engine E273	Cross Staffed
	Wildland Type VI E473	Cross Staffed
	Utility Vehicle U73	As needed
Station 74	Battalion Chief (B shift)	1
Totals:		**4**

[8] Chief Officer coverage is not provided for all three shifts by PFD.

[9] NFPA Research—Career Firefighters per 1,000 population for All Career Fire Departments, 2013–2015. Retrieved from: https://www.nfpa.org/-/media/Files/News-and-Research/Fire-statistics-and-reports/Emergency-responders/osCareerFF1000Population.ashx?la=en

[10] Two-in/two-out refers to section (g)(4) of OSHA's Respiratory Protection Standard, 29 CFR 1910.134.

CURRENT FINANCIAL ANALYSIS

Economic Conditions

The state and local economies have followed the trend of modest growth that the national economy has experienced since the economic downturn of 2008/2009. Though current national and international policies have created concerns that have harmed certain sections of the stock market and the economy, the consensus is that the current growth trends are expected to continue at least through the end of 2019.

California's economy has outpaced that of the United States since the third quarter of 2012. Retail sales in the state have increased by 20 percent between 2013 and 2017. While the California unemployment rate continues to be higher than that of the U.S. in general, the gap has been reduced to .4 percent.

California's personal income grew 4.7 percent in 2018 versus a 4.5 percent U.S. personal income growth for the same period. A similar gap was experienced in 2017 with personal income growth at 4.6 percent and 4.4 percent for California and the U.S., respectively.

Contra Costa County is one of the original 27 counties established in California in 1850 and is home to more than a million residents. The county is located in the northern portion of the East Bay region of the San Francisco Bay Area. The county is included in the San Francisco-Oakland-Hayward Metropolitan Statistical Area. The county has a total area of 804 square miles with 716 square miles of land and 88 square miles of water area. There are 19 cities, including Pinole, and numerous established communities in the county.

Due to Contra Costa County's extensive waterfront along the bays in the San Francisco area, significant heavy industry development has occurred, including oil refineries and chemical plants. Agriculture contributes to employment opportunities in the county.

Information from the 2018 Census Bureau indicates that Pinole boasts the second-highest median earnings per worker of $57,784 of all places in the area. The "area" against which the comparisons were made includes the communities of Montalvin Manor, Bayview-Contra Costa County, West Contra Costa, El Sobrante-Contra Costa County, Tara Hills, San Jose-San Francisco-Oakland, and Hercules.[11] This compares with the median earnings of $46,022 throughout the U.S. Household median income of $84,255, also places it as the second-highest in the area, and compares favorably against the U.S median household income of $57,652. Pinole's unemployment rate was 3.7 percent. A significant number of Pinole's residents work outside the city, elsewhere in the Bay Area. This would indicate Pinole serves more like a "bedroom community" than a commerce center.

The area continues to grow but at a very modest rate, gaining 40 new residents in 2018. Significant growth is not expected as Pinole is primarily built-out and bordered by other municipalities, creating little to no opportunity for expansion.

[11] TownCharts, http://www.townchardts.com/California/Economy/Pinole-city-CA-Economy Data.

Historical Revenue & Expense

The City of Pinole is primarily a residential community located in West Contra Costa County, approximately 30 miles northeast of San Francisco and 20 miles north of Oakland. The city covers a land area of roughly five square miles and is home to approximately 19,200 residents.

The City operates under a Council/Manager form of government. The Council is comprised of a Mayor and four Council members serving four-year terms. The Council is elected in staggered two-year periods with three members standing for election in one cycle and the remaining two positions following in the next cycle two years subsequent. The Mayor is selected by the Council on a rotating annual basis. The Council appoints the City Manager, City Attorney, and City Clerk. As is the case with most municipal governments, the Council is responsible for policymaking decisions and legislative responsibilities, which include, among other items, adopting ordinances, appointing committees, and adopting the budget. The City Manager is responsible for implementing the policies, overseeing the day-to-day operations of the City, and appointing department directors.

Pinole provides all public services including fire, police, road and street maintenance, community development, recreation programs, parks, wastewater, and fiscal services through a staff of 100 full-time and 39 part-time positions.

The local economy has continued to improve following the economic downturn. Sales tax revenues continue to increase, property values have improved, and the local unemployment rate decreased from 4.9 percent in 2017 to 3.1 percent in 2018. A new shopping center has been developed with a portion opening in 2018 and the balance to open in the second half of 2019. Three significant retailers closed their doors during FY 2018. A 15,000 square foot CVS Pharmacy was completed in early 2019.

The City of Pinole employs an accounting and budgeting system that is like most municipal forms of government. This system utilizes multiple "funds," more easily described as separate operating companies, to track expenditures made by and revenues attributable to the operation of each fund. The General Fund typically reflects the operations of the performance of the core services provided by the City, such as law enforcement, fire protection, human resources, legal, debt service, finance, and the administrative side of the City's operations. Within the General Fund, separate budgets for each of the departments are prepared. The City operates on a fiscal year beginning July 1 and ending on June 30.

Additional funds may be created to manage specific projects, programs, special or specific income streams, or to account for allocation of revenue from an assessment of taxes. Pinole employs the use of multiple funds to manage specialized activities such as Housing Programs, Community Development, Wastewater, road maintenance, debt service, and capital projects. Additional funds track police and fire department pension activities. These multiple funds require a detailed review to determine the total activity of any department that has activity in more than one fund to gain a complete picture of the revenues and costs pertaining to the department.

A significant amount of financial information and supporting data was provided to ESCI by the staff of the City of Pinole. ESCI has analyzed the historical actual revenues and expenses from FY 13/14 through FY 17/18 for the City to develop relevant financial trends, strengths, and weaknesses which, in conjunction with the annual budget information for FY 18/19, will assist in the completion of the financial forecasts presented later in this report.

Revenue

A critical component of the success and operation of any business, private or public, is a consistent and reliable funding stream. In the instance of public agencies, this funding is usually provided by the assessment and collection of various forms of taxation such as ad valorem (real estate) taxes, sales taxes, special assessments, and fees for services. Recognizing the limits of public funding, public safety agencies are limited in the level of service they may provide to their communities by the types and levels of revenues that the authority having jurisdiction is willing, or limited by the legislative process, to assess. California's legislative process created Proposition 13 in 1978, restricting the growth of tax revenues to municipal and other government agencies. Public agencies also may charge fees for services under contractual arrangements or interagency agreements to other agencies or areas outside of their political boundaries.

General Fund revenues are classified as recurring or non-recurring. Recurring revenues are those expected to continue annually, such as property taxes, sales taxes, and contracts for service. Non-recurring revenues are those sources that are expected to not continue, such as sales of assets, grant revenues, loan proceeds, and insurance proceeds. Loan proceeds may be received in one fiscal year but not be utilized until a future fiscal year, which may significantly distort the cash flows in both years. The City has sold surplus properties during four of the past five years, supplementing its cash flow for those years, but this source should not be expected on an annual basis.

The City of Pinole is allowed by statute to assess and collect a variety of taxes. The City assesses a property tax as well as a general sales tax. Revenues included in the General Fund to provide for various operations, including fire and police activities, are provided through two Measure "S" sales tax initiatives. The 2006 Measure created a 0.5 percent sales tax, which has been allocated by budget appropriations to fund fire and police department operations. The Measure S 2014 added a .5 percent sales tax to fund City operations, a portion of which has also been allocated to public safety activities. Neither of the Measure S initiatives has an expiration date.

Additionally, a utility use tax (UUT) initiative was originally enacted in 1998 and went into effect on December 1 of that year. The UUT assesses an 8 percent tax on telephone, electric, and gas services. Voters in Pinole have approved extensions of the UUT in 2004 and 2012. In 2018, the tax was extended without a sunset date, so it will now remain in effect until repealed by voters. The tax presently raises approximately $2,000,000 for the General Fund, equivalent to approximately 14 percent of the General Fund Budget.

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Recurring Revenues

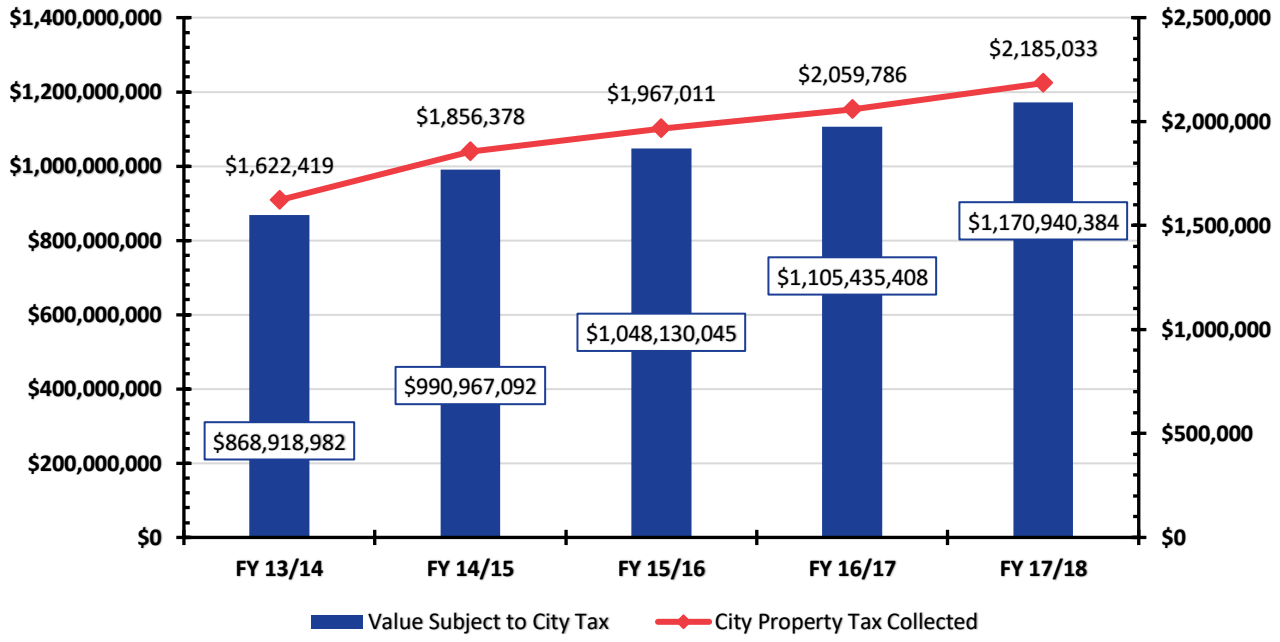
Property tax revenue is based on the assessed value of the property within the boundaries of the jurisdiction applied against the tax rate. The following figure shows the growth of the property valuation and the related property tax revenue.

Figure 15: Property Tax Value & Property Tax Revenues for City of Pinole (FY 13/14–FY 17/18 Actual)

Description	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Value Subject to City Tax	868,918,982	990,967,092	1,048,130,045	1,105,435,408	1,170,940,384
Effective Tax Rate	0.19%	0.19%	0.19%	0.19%	0.19%
City Property Tax Collected	**1,622,419**	**1,856,378**	**1,967,011**	**2,059,786**	**2,185,033**

The following figure provides a graphical presentation of the relationship between the property valuations and the tax assessed against those values.

Figure 16: Taxable Value & Property Tax Revenue (FY 13/14–FY 17/18)



The City of Pinole serves as the Successor Agency to the Pinole Redevelopment Agency. This agency was dissolved on February 1, 2012, pursuant to State Law ABx1-26. Under the State Law, the City receives Redevelopment Property Tax Trust Fund payments equal to a 19 percent share of the 1 percent property tax from the sale of properties formerly owned by the Redevelopment Agency. Large spikes in these collections result from sales of properties with higher values. The following figure provides a historical perspective of taxes collected on redevelopment property sales. The property tax collections related to the Redevelopment Properties are not included in the previous graphical presentation of City property taxes assessed.

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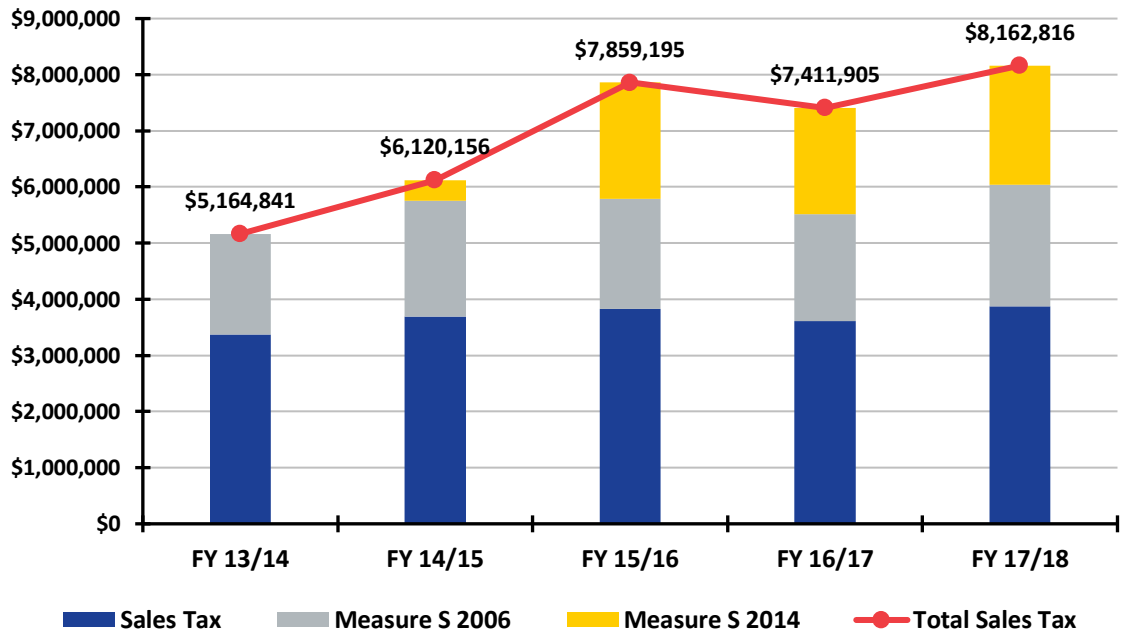
Figure 17: Pinole Historical Collections of Property Taxes Related to Redevelopment Properties (FY 13/14–FY 17/18 Actual)

Description	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Tax collected on redevelopment	105,121	105,121	105,121	104,251	104,295
Redevelopment property sales	973,697	3,138,877	1,309,520	1,289,035	2,325,870
Total Redevelopment Properties:	**$1,078,818**	**$3,243,998**	**$1,414,641**	**$1,393,286**	**$2,430,165**

Sales tax revenue is the most significant source of tax revenue for the City of Pinole. This amount has steadily increased except for an anomaly in FY 16/17. Sales tax has risen an average of 14.5 percent annually from FY 13/14 to FY 17/18. Franchise tax, typically assessments collected for the use of a city's right-of-way, has experienced annual growth of 3 percent over the five-year history period. Utility and occupancy taxes have increased as real estate development activities have increased. Intergovernmental receipts grew between FY 13/14 and FY 15/16 before most of those revenues were classified as charges for services in FY 16/17 and FY 17/18.

Figure 18: Sales Tax Collections Including Measure S (2006 & 2014 Initiatives) FY 13/14–FY 17/18



Non-Recurring Revenues

Non-recurring revenues consist of proceeds from a capital lease and the sale of surplus properties. Additionally, Net Transfers In (Out) are included in non-recurring revenues.

The following figure shows the recurring and non-recurring revenues for the City of Pinole from FY 13/14 through FY 17/18.

Figure 19: Recurring & Non-Recurring Revenues for Pinole (FY 13/14–FY 17/18 Actual)

Revenue	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Property Taxes	$1,622,419	$1,856,378	$1,967,011	$2,059,786	$2,185,033
Redevelopment PTTF	**105,121**	**105,121**	**105,121**	**104,251**	**104,295**
Sales Tax	5,164,841	6,120,156	7,859,195	7,411,905	8,162,816
Franchise Tax	667,030	656,564	687,737	717,013	747,625
Utility Tax	1,880,224	1,843,618	1,876,318	2,066,623	1,926,796
Other Tax Receipts	574,582	708,456	763,252	812,417	880,271
Intergovernmental	1,462,286	1,799,252	1,925,491	1,647,297	1,732,370
Investment Earnings	811	773	8,251	3,568	62,567
Charges For Service	407,651	373,161	395,363	84,107	1,085,883
Permits	36,572	47,115	94,698	61,096	98,312
Grants	—	—	—	83,902	79,426
Rents & Ground Leases	91,228	93,550	159,275	81,510	97,027
Reimbursements	—	510	—	4,171	113,071
Abatement Fees	—	—	—	4,242	720
Fines, Forfeitures, Penalties	54,273	55,734	38,161	38,876	41,279
Recurring Revenues:	**$12,067,038**	**$13,660,388**	**$15,879,873**	**$15,180,764**	**$17,317,491**
Capital Lease	458,000	—	—	—	—
Other Receipts	33,184	75,836	165,694	17,355	148,062
Redevelopment Property sale	**973,697**	**3,138,877**	**1,309,520**	**1,289,035**	**2,325,870**
Sale of Property	—	—	—	16,099	10,017,210
Net Transfers In (Out)	116,757	235,698	(396,602)	(30,000)	(34,095)
Non-Recurring:	**$1,581,638**	**$3,450,411**	**$1,078,612**	**$1,292,489**	**$12,457,047**
Total Revenues:	**$13,648,676**	**$17,110,799**	**$16,958,485**	**$16,473,253**	**$29,774,538**

General Fund expenditures are classified as recurring and non-recurring with similar definitions to those of revenues. The General Fund includes funds for public safety, general administration, public services, recreation, and community development. In most instances, debt service is classified with non-recurring expenditures; however, the City of Pinole has long-term liabilities that extend for several years and will be included with the recurring expenditures.

Included in the General Fund debt service amounts is the annual payment necessary for the retirement of the $6,214,630 of bonds that were issued in 2006 to finance the City's unfunded accrued actuarial liability with CalPERS. These bonds require an annual payment plus interest for thirty years until the debt is extinguished in 2036.

Public Safety expenditures comprise between 65 percent and 70 percent of recurring expenditures and have grown annually. The significant portion of this growth is a result of increased costs associated with the Public Employees Retirement System (CalPERS). Due primarily to a change in the expected investment returns by the plan, the City has incurred additional unfunded accrued actuarial liability with CalPERS that require amortization. These amounts are expected to increase over the next several years before the annual payment amounts decrease. This issue will be discussed further in the projections section of this report.

Capital expenditures paid from the Measure S (2014) are intermingled within the individual department expenditures.

Figure 20: Pinole Actual General Fund & Measure S Recurring & Non-Recurring Expenditures (FY 13/14–FY 17/18)

Expenditures	Actual June 30,				
	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
General Administration	2,218,379	2,179,503	2,764,265	3,452,526	3,708,784
Public Safety	8,899,703	8,515,958	8,896,628	9,718,068	10,300,507
Public Services	609,150	677,310	1,274,402	789,966	947,950
Recreation	47	—	2,964	12,783	8,458
Community Development	(2,964)	—	4,785	7,959	8,206
Cable Access TV	—	—	30,616	—	—
Debt Service	590,884	543,605	554,467	581,443	572,923
Recurring Expenditures	**$12,315,199**	**$11,916,376**	**$13,528,127**	**$14,562,745**	**$15,546,828**
Capital Outlay	—	—	—	—	—
Non-Recurring Expenditures	**—**	**—**	**—**	**—**	**—**
Total Expenditures:	**$12,315,199**	**$11,916,376**	**$13,528,127**	**$14,562,745**	**$15,546,828**

The City established a General Fund reserve in FY 14/15 with a beginning balance of $3 million. The Council's goal is to provide a reserve balance equal to six months of General Fund operating expenses or approximately $5.5 million.

The fund balance of the General Fund has improved significantly over the past five years, and the City has achieved its target reserve balance.

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Figure 21: Analysis of Fund Balance of the General Fund (FY 13/14–FY 17/18)

Description	Actual June 30,				
	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Total Revenues	13,648,676	17,110,799	16,958,485	16,473,253	29,774,538
Total Expenditures	12,315,199	11,916,376	13,528,127	14,562,745	15,546,828
Increase (Decrease) in Fund Balance	**1,333,477**	**5,194,423**	**3,430,358**	**1,910,508**	**14,227,710**
Beginning Fund Balance	(1,358,853)	(25,376)	5,169,047	8,599,405	11,135,715
Prior Year Adjustment	—	—	—	625,802	—
Ending Fund Balance:	**$(25,376)**	**$5,169,047**	**$8,599,405**	**$11,135,715**	**$25,363,425**

The large increase in the Fund Balance in FY 17/18 results from the repayment of a loan due to the City in an amount slightly greater than $10 million. All of these funds were transferred from the General Fund to an IRS Section 115 Pension Trust in FY 18/19. An adjustment has been made to the prior year Fund Balance in FY 16/17 to compensate for differences in balances between the annual reports.

City of Pinole Fire Department

The department is presently staffed by 14 career employees and a Management Analyst. PFD serves a community approximately 12 square miles in area with a population within the city limits of approximately 19,364 residents. Services, including fire protection, emergency medical services, fire investigation, fire prevention, life safety education, community risk reduction, disaster/emergency operations planning, and hazardous materials response are presently provided from a single fire station utilizing a single engine staffed with a minimum of three personnel. A Battalion Chief responds on incidents requiring a senior level command presence.

The PFD is a department of the City of Pinole and has no funding source other than that supplied by the City through the revenues generated by its General Fund and other measures enacted to generate revenue at the City level. Two general sales tax measures have been enacted since 2006, which have been allocated by budget appropriation, in whole or in part, to the Public Safety departments of the City.

The Pinole Fire Department participates in an Automatic Aid Agreement with the Contra Costa County Fire Protection District and the Rodeo-Hercules Fire Protection District. This agreement provides the framework under which the three agencies will jointly provide fire and emergency medical services through the integration of operations.

In some of the years prior to those evaluated for this project, the PFD operated from two stations. The economic downturn in 2008/2009 reduced the City's revenue to the level that the second station (Station 74) was initially closed during certain operational periods through a brownout program, but as finances continued to worsen, it was ultimately closed. This closure has resulted in an increase in response times to a portion of the City.

The budget and accounting practices employed by the City of Pinole do not allocate General Fund overhead expenses to the various departments. This makes comparisons with other agencies, such as fire districts difficult. While it may be possible to estimate the executive management costs of the City that would be attributable to the fire department, a portion of those costs may not be applicable to a fire district.

The budget of the Pinole Fire Department has expanded and contracted during the previous five years. However, the overall budget has remained within $250,000 between FY 13/14 and FY 17/18 except for an anomaly in Services in FY 16/17 for an allocation of administrative costs.

Figure 22: PFD Recurring & Non-Recurring Expenditures (FY 13/14–FY 17/18)

Description	Actuals for the Year Ending June 30,				
	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Salaries (includes overtime)	$1,650,376	$1,645,448	$1,686,694	$1,575,190	$1,832,417
Benefits	605,918	660,257	817,636	597,058	604,578
Total Salaries and Benefits	**2,256,294**	**2,305,705**	**2,504,330**	**2,172,248**	**2,436,995**
Services	541,751	517,087	451,514	1,531,829	681,611
Supplies	142,128	144,244	138,641	152,413	153,338
Total Recurring Costs	**2,940,173**	**2,967,036**	**3,094,485**	**3,856,490**	**3,271,944**
Debt Service	70,433	70,433	70,497	70,433	70,433
Capital Acquisitions	465,919	51,514	9,208	7,197	—
Total Non-Recurring Expenditures	**536,352**	**121,947**	**79,705**	**77,630**	**70,433**
Total Expenditures:	**$3,476,525**	**$3,088,983**	**$3,174,190**	**$3,934,120**	**$3,342,377**

Of these total expenditures, a portion has been funded through the Measure S (2006) and the Measure S (2014) initiatives.

Figure 23: Other Sources of Funding for the Pinole Fire Department (FY 13/14–FY 17/18)

Source	Actuals for the Year Ending June 30,				
	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Total Expenditures	$3,476,525	$3,088,983	$3,174,190	$3,934,120	$3,342,377
Measure S (2006)	1,150,524	777,004	555,295	655,666	714,030
Measure S (2014)	—	—	18,683	11,589	199,863
Total Other Sources	**1,150,524**	**777,004**	**573,978**	**667,255**	**913,893**
Balance to fund from General Fund	**$2,326,001**	**$2,311,979**	**$2,600,212**	**$3,266,865**	**$2,428,484**

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Financial Projections

The Amended City of Pinole General Fund Budget for FY 18/19 projects a negative cash flow of approximately $950,000 before considering Transfers In and Transfers Out activity. This is due to a $1 million allocation from the General Fund balance for the purchase of a new fire engine. Approximately $16,000,000 of the amounts included in the Transfer Out category was utilized to create an Irrevocable Pension Trust to assist the City with funding the CalPERS future retirement expenses of the City's employees. Property tax revenues in FY 18/19 are projected to be approximately $825,000 less than the amounts received in FY 17/18, decreasing from $4,615,000 to $3,787,000.[12] Sales tax revenues from the General Fund, Measure S (2006), and Measure S (2014) are also projected to be approximately $12,000 less than the previous year. Charges for services are projected to be approximately $153,000 more in FY 18/19 than the amounts received in FY 17/18.

Revenues are identified as recurring or non-recurring with recurring revenues consisting of those receipts that can be expected to continue annually and that have a reasonably expected amount. Non-recurring receipts are items that may occur sporadically or are difficult to project an amount.

The following figure uses the projected FY 19/20 as a base year on which to create the five-year projections. Property values, as well as property and sales tax revenues, are projected to increase at a 2 percent annual rate. The Utility Users Tax and Franchise Tax increases are forecast to increase at a 1 percent annual rate. Other tax revenues and other revenue sources are both forecast to increase at an annual rate of 2 percent. Beginning in FY 20/21, a significant portion of the annual pension cost increases will be offset by the withdrawals from the Pension Trust with those funds included in the Transfer In category in Recurring Revenues. Non-recurring revenues include miscellaneous proceeds and proceeds from the sale of surplus assets. The following figure uses the updated five-year projection information provided by City staff on approximately December 15, 2019.

[12] FY 2019/20 Proposed Budget for the City of Pinole, Pg. B-1.

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Figure 24: Pinole Recurring vs. Non-recurring General Fund and Measure S Initiatives Revenues (Amended Budget FY 18/19–FY 23/24)

Revenue	Amended Budget FY 18/19	Proposed Budget FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Property Taxes	3,787,392	4,033,892	4,114,570	4,196,861	4,280,798	4,366,414
Sales Tax	8,150,900	7,550,886	7,701,904	7,855,943	8,013,062	8,173,323
Franchise Tax	744,128	744,000	751,440	758,954	766,544	774,209
Utility Tax	1,930,000	1,898,000	1,916,980	1,936,150	1,955,511	1,975,066
Other Tax Receipts	884,200	858,900	876,078	893,600	911,472	929,701
Dispatch Agreement	1,736,706	1,197,373	1,356,944	1,422,209	1,488,414	1,550,163
Investment Earnings	233,300	250,000	255,000	260,100	265,302	270,608
Other Revenues	1,711,591	2,220,360	2,263,767	2,308,040	2,353,203	2,399,267
Transfers In	6,290,688	900,938	1,463,373	1,863,850	2,256,174	2,524,759
Recurring Revenue:	**25,468,905**	**19,654,349**	**20,700,056**	**21,495,707**	**22,290,480**	**22,963,511**
Capital Lease	—	—	—	—	—	—
Other Receipts	14,000	—	—	—	—	—
Property Sales	11,000	—	—	—	—	—
Non-Recurring:	**25,000**	—	—	—	—	—
Total Revenues:	**25,493,905**	**19,654,349**	**20,700,056**	**21,495,707**	**22,290,480**	**22,963,511**

Expenses are classified in a manner much like revenues, recurring or non-recurring. Salaries, benefits, and typical operating expenses are identified as recurring in nature. In the instance of Pinole, annual debt service payments are expected for a significant number of years in the future and are also included as recurring expenditures. Capital outlays are projected annually from the Measure S (2014) initiative and are classified as non-recurring expenditures. Transfers to other funds are also classified as non-recurring expenditures.

The projection methodology incorporates expenditure type rather than function type in order to use generalized growth factors. Salary expense across the City is projected to increase at a 3 percent annual rate through the FY 23/24 fiscal year. Benefit increases primarily result from the increase in pension costs to compensate for the reduced returns experienced by CalPERS, the state pension system. Other operating expenses are projected to increase at a 2.8 percent annual rate, beginning with the FY 20/21 period. Debt service is projected based on repayment terms for each liability.

Non-recurring expenditures include scheduled transfers from the General Fund and other funds included in the General Fund to other funds such as internal service funds or equipment reserves.

The following figure uses updated five-year projected amounts provided by City staff as of December 15, 2019.

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Figure 25: City of Pinole Projected Recurring vs. Non-Recurring General Fund and Measure S Initiatives Expenditures (Amended Budget FY 18/19–FY 23/24)

Expenses	Amended Budget	Projected Budget	Projected			
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Salaries	8,585,194	9,138,860	9,413,026	9,695,417	9,986,280	10,285,867
Pension Costs	1,794,443	2,695,381	3,257,816	3,658,293	4,050,617	4,319,202
Other Benefits	2,944,512	3,092,049	3,215,730	3,344,360	3,478,135	3,617,259
Other Operating Expenses	4,324,315	4,009,429	2,542,572	2,642,914	2,681,578	2,770,630
Debt Service	590,433	605,433	555,000	575,000	595,000	610,000
Recurring Expenditures	**18,238,897**	**19,541,152**	**18,984,144**	**19,915,984**	**20,791,610**	**21,602,958**
Capital Outlay	929,814	1,627,799	517,000	315,000	150,000	150,000
Transfers Out	22,094,954	1,328,948	1,249,000	1,250,500	1,251,000	1,251,500
Non-Recurring Expenditures	**23,024,768**	**2,956,747**	**1,766,000**	**1,565,500**	**1,401,000**	**1,401,500**
Total Expenditures:	**41,263,665**	**22,497,899**	**20,750,144**	**21,481,484**	**22,192,610**	**23,004,458**

Maintaining an adequate reserve or fund balance is good business practice for private businesses but is especially critical for municipalities as new revenue streams are typically enacted through a legislative process. Comparing the projected revenues and expenditures of the City of Pinole provides insight into the future financial health of the City. The significant anomaly occurring in FY 18/19 is a result of the one-time $16 million transfer to the IRS 115 Pension Trust. City Council had initiated a plan to accumulate a $5.5 million emergency reserve and had been able to accomplish this goal in FY 18/19. The goal has been projected to be achieved in each of the following fiscal years through FY 23/24 and beyond.

The following figure uses updated five-year projected amounts provided by City staff as of December 15, 2019.

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Figure 26: Projected General Fund Balance for Pinole (Amended FY 18/19 Budget–FY 23/24)

Revenues & Expenditures	Amended Budget	Adopted Budget	Projected			
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Revenues	25,493,905	19,654,349	20,700,056	21,495,708	22,290,479	22,963,511
Expenditures	41,263,665	22,497,899	20,750,144	21,481,484	22,192,610	23,004,458
Net Cash Flow (Deficit)	**(15,769,760)**	**(2,843,550)**	**(50,088)**	**14,224**	**97,869**	**(40,947)**
Beginning Fund Balance	**25,363,425**	**9,593,665**	**6,750,115**	**6,700,027**	**6,714,251**	**6,812,120**
Ending Fund Balance	**9,593,665**	**6,750,115**	**6,700,027**	**6,714,251**	**6,812,120**	**6,771,173**

The Pinole Fire Department is a City department, and there is no direct connection between the City's various revenue streams and the fire department's services. Two separate Measure S initiatives have provided sales tax revenues that have been allocated to address various needs of the City, including public safety operations and capital expenditures.

The Pinole Fire Department's FY 18/19 Budget is $5,188,930, including $1,280,560 for capital acquisitions. This is an increase of $1,846,533 over actual expenditures in FY 17/18. Benefit costs increased approximately $290,000 over FY 17/18 actual costs and are primarily related to the increase in required pension costs. The budget is divided between General Fund expenditures and Measure S (2006) and Measure S (2014) funded expenditures.

The City of Pinole staff developed the adopted fire department FY 19/20 budget with the goal of providing quality services within the City's available resources. This budget forms the basis for the remaining projections.

Like the City's growth factors for expenses, salaries are anticipated to increase 3 percent annually. The increase in employee benefits is driven by the significant increases in the required CalPERS plus a 5 percent increase in other benefits. Service and supplies costs are projected to increase at 2.8 percent annually. Measure S (2006) and Measure S (2014) initiatives are projected to grow at an annual rate of 1 percent during the next five years and will continue to provide funding for a portion of fire department salaries, benefits, operating expenses, and capital acquisitions. The following figure demonstrates what is considered as a status quo option, which shows the projected costs if the City took no action other than to leave the service delivery system as is.

The following figure uses projected amounts provided by City staff as of December 15, 2019.

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Figure 27: PFD Projected Status Quo Expenditures & Funding Sources (Amended Budget FY 18/19–FY 23/24)

Description	Amended	Adopted	Projected			
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Salaries	1,900,133	2,104,678	2,167,818	2,232,853	2,299,838	2,368,834
Benefits	894,321	1,284,608	2,113,226	2,577,021	3,087,252	3,649,922
Total Salaries & Benefits	**2,794,454**	**3,389,286**	**4,281,044**	**4,809,873**	**5,387,090**	**6,018,755**
Services	917,898	808,274	830,906	854,171	878,088	902,674
Supplies	125,585	156,300	160,676	165,175	169,800	174,555
Total Recurring Costs	**3,837,937**	**4,353,860**	**5,272,626**	**5,829,219**	**6,434,978**	**7,095,984**
Debt Service	70,433	70,433	-	-	-	-
Capital Acquisitions	280,560	1,064,000	-	-	-	-
Total Non-Recurring Expenditures	**350,993**	**1,134,433**	**-**	**-**	**-**	**-**
Total Expenditures	**4,188,930**	**5,488,293**	**5,272,626**	**5,829,219**	**6,434,978**	**7,095,984**
Measure S (2006)	951,046	786,830	794,698	802,645	810,672	818,778
Measure S (2014)	314,663	306,128	309,189	312,281	315,404	318,558
Total Other Sources	**1,265,709**	**1,092,958**	**1,103,888**	**1,114,926**	**1,126,076**	**1,137,336**
Balance To Fund From General Fund	**2,923,221**	**4,395,335**	**4,168,739**	**4,714,293**	**5,308,903**	**5,958,648**

Capital Assets & Improvements

Three basic resources are required to successfully carry out the mission of a fire department—trained personnel, firefighting equipment, and fire stations. No matter how competent or numerous the firefighters, if appropriate capital equipment is not available for use by responders, it is impossible for a fire department to deliver services effectively. The capital assets that are most essential to the provision of emergency response are facilities and apparatus (response vehicles).

Fixed Facilities

Fire stations play an integral role in the delivery of emergency services for several reasons. A station's location will dictate, to a large degree, response times to emergencies. A poorly located station can mean the difference between confining a fire to a single room and losing the structure. Fire stations also need to be designed to adequately house equipment and apparatus, as well as meet the needs of the organization and its firefighters.

Consideration should be given to a fire station's ability to support the jurisdiction's mission as it exists today and into the future. The activities that take place within the fire station should be carefully examined to ensure the structure is adequate in both size and function.

ESCI Associates conducted walk-through inspections of the two Pinole Fire Stations. ESCI utilized a standard check-off list for each facility inspection.

Special attention was made to the building's location, future use viability in terms of serving the community, and the capability of accommodating an increase in staffing levels and emergency response apparatuses in the future.

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Figure 28: Fire Station Condition Definitions

EXCELLENT	Like new condition. No visible structural defects. The facility is clean and well maintained. Interior layout is conducive to function with no unnecessary impediments to the apparatus bays or offices. No significant defect history. Building design and construction match the building's purposes.
GOOD	The exterior has a good appearance with minor or no defects. Clean lines, good workflow design, and only minor wear of the building interior. Roof and apparatus apron are in good working order, absent any significant full-thickness cracks or crumbling of apron surface or visible roof patches or leaks. Building design and construction match the building's purposes.
FAIR	The building appears to be structurally sound with weathered appearance and minor to moderate non-structural defects. The interior condition shows normal wear and tear but flows effectively to the apparatus bay or offices. Mechanical systems are in working order. Building design and construction may not match the building's purposes well. Showing increasing age-related maintenance, but with no critical defects.
POOR	The building appears to be cosmetically weathered and worn with potentially structural defects, although not imminently dangerous or unsafe. Large, multiple full-thickness cracks and crumbling of concrete on apron may exist. The roof has evidence of leaking and/or multiple repairs. The interior is poorly maintained or showing signs of advanced deterioration with moderate to significant non-structural defects. Problematic age-related maintenance and/or major defects are evident. May not be well suited to its intended purpose.

The following figures depict the results of ESCI's inspections of the City of Pinole's fire stations.

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Figure 29: Pinole Fire Department Station 73 & Administrative Headquarters

Station Name/Number:	73					
Address/Physical Location:	880 Tennent Ave., Pinole, CA 94564					
	General Description: This two-story station houses the on-duty crew, Fire Chief, and Management Analyst.					
Structure						
Construction Type	Type 3 Ordinary					
Date of Construction	1985					
Seismic Protection	Unknown					
Auxiliary Power	Diesel Generator with 1,000 Gallons					
General Condition	Fair					
Number of Apparatus Bays	3	Drive-through bays			3	Back-in bays
Considerations (ADA, etc.)	No					
Square Footage	Two-story, approximately 3,500 square feet					
Facilities Available						
Separate Rooms/Dormitory	2	Bedrooms	3	Beds	12	Beds in dormitory
Maximum Station Staffing Capability	6 (the Captains' room has 3 murphy beds)					
Exercise/Workout Facilities	Yes					
Kitchen Facilities	Yes					
Individual Lockers/Storage Assigned	Yes					
Shower Facilities	Yes					
Training/Meeting Rooms	Yes					
Washer/Dryer	Yes					
Safety & Security						
Sprinklers	Yes					
Smoke Detection	Yes					
Decontamination/Biohazard Disposal	Yes					
Security	Yes					
Apparatus Exhaust System	Yes					

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Figure 30: Pinole Fire Department Station 74

Station Name/Number:	**74 (open only to a BC)**					
Address	3700 Pinole Valley Rd., Pinole, CA 94564					
	General Description: This single-story station has been closed since 2011.					
Structure						
Construction Type	Type 3 Ordinary					
Date of Construction	2003					
Seismic Protection	None					
Auxiliary Power	Yes					
General Condition	Good					
Number of Apparatus Bays	2	Drive-through bays		0	Back-in bays	
Special Considerations (ADA, etc.)	Yes					
Square Footage	2,500					
Facilities Available						
Separate Rooms/Dormitory/Other	3	Bedrooms	3	Beds each		Beds in dormitory
Station Staffing Capability	3					
Exercise/Workout Facilities	No					
Kitchen Facilities	Yes					
Individual Lockers/Storage Assigned	Yes					
Shower Facilities	Yes					
Training/Meeting Rooms	No, front office only					
Washer/Dryer	Yes					
Safety & Security						
Sprinklers	Yes					
Smoke Detection	Yes					
Decontamination/Biohazard Disposal	No					
Security	Yes					
Apparatus Exhaust System	Yes					

Facilities Summary

The two facilities range in age from 16 to 34 years old.

Fire Station 73

The exterior is in good shape. Office space is upstairs adjacent to the central living area/kitchen. The upstairs living/dorm space is non-partitioned and cramped with furniture/gym equipment. Very little workstation or training space is available for personnel. Interior modifications would be useful. An SCBA filling station/storage and bunker room are adjacent to the apparatus bay, separated by a single door, which, if open, exposes both rooms to diesel exhaust. Station 73's office was recently remodeled; however, the crew quarters need remodeling and updating, which may include ADA accommodation. Remodeling should take into account the obligation to provide additional office, workspace, gender segregation of crews, and a shift Battalion Chief.

Fire Station 74

The exterior and grounds are well kept. The interior is in good shape with some carpet wear and tear. The FY 19/20 budget includes $20,000 for these repairs. Individual dorm rooms and bathrooms allow for gender separation. There is some workstation/training space but little room for expansion. The apparatus bays are in good working order with a bunker room directly adjacent. While small, the station is adequate to house a three-person Engine Company and crossed-staffed Type III wildland engine.

Apparatus/Vehicles

Other than firefighters assigned to stations, response vehicles are undoubtedly the next most important resource of the emergency response system. The delivery of emergency services will be compromised if emergency personnel cannot arrive quickly due to unreliable transportation or if the equipment does not function properly.

Fire apparatus are unique and expensive pieces of equipment, customized to operate efficiently for a narrowly defined mission. An engine may be built in such a way that the compartments fit specific equipment and tools. Virtually every space on a fire vehicle is designed for function. This same vehicle, with its specialized design, does not lend itself well to operate in a completely different capacity, such as a hazardous materials unit or a rescue squad. For this reason, fire apparatus offers little flexibility in use or reassigned purpose. As a result, communities across the country have sought to achieve the longest life span possible for these vehicles. Unfortunately, no piece of mechanical equipment can be expected to last forever. As vehicles age, repairs tend to become more frequent and more complex.

Parts may become more difficult to obtain, and downtime for repairs increases. Given the emergency mission that is so critical to the community, downtime is one of the most frequently identified reasons for apparatus replacement. Because of the expense of fire apparatus, most communities develop replacement plans. To enable such planning, communities often turn to the accepted practice of establishing a life cycle for apparatus that results in an anticipated replacement date for each vehicle. The reality is that it may be best to establish a life cycle for planning purposes, such as the development of replacement funding for various types of apparatus; yet, apply a different method (such as a maintenance and performance review) for determining the actual replacement date, thereby achieving greater cost-effectiveness when possible.

Fire administrators should be concerned about the aging of the fleet and have a funded replacement schedule. As frontline apparatus age, fleet costs will naturally be higher, and more downtime will be associated with necessary repairs and routine maintenance.

It is beyond the scope of work and the expertise of ESCI to provide a mechanical assessment of the apparatus. For a mechanical evaluation of the apparatus, ESCI recommends seeking the services of a certified Emergency Vehicle Technician.

The following figure displays the City of Pinole's Apparatus/Vehicle Inventory as submitted by PFD staff.

Figure 31: PFD Station 73 Apparatus & Vehicle Inventory

Apparatus	Type	Year	Make/Model	Condition	Seating Capacity	Pump Capacity	Tank Capacity
Battalion 7, 7301	SUV	2008	Ford/Expedition	Fair	5	N/A	N/A
Engine E73	Type 1	2015	Spartan	Good	5	1500	500
Reserve E73A	Type 1	2005	HME/Rosenbauer	Fair/Poor	5	1500	1200
Wildland E273	Type 3	2008	Rosenbauer	Good/fair	4	1000	500
Wildland E673	Type 6	2001	Ford F550	Fair/Poor	2	160	200
Fire Chief 7300	SUV	2015	Ford/Intercept	Good	5	N/A	N/A
Utility 73	Pickup	2007	Ford F250	Fair	4	N/A	N/A
New Battalion 7	SUV	2019	Ford Expedition	New	5	N/A	N/A

Apparatus Summary

Generally, fire agencies utilize a guideline as follows to establish capital equipment replacement programs:

- **Engines:** 10 years frontline and 5 years in reserve.
- **Wildland Engines:** 15 years frontline 5 years in reserve.
- **Truck Companies:** 15 years frontline and 5 to 10 years in reserve.
- **Ambulance:** 5 years frontline and 5 years in reserve.

The level of activity, topography, and other factors may influence these guidelines.

- PFD apparatus specifications have not been standardized with the Battalion 7 apparatus.
- The age of PFD's frontline engine is 4 years. It is scheduled to become the reserve engine when the engine currently on order arrives in FY 19/20.
- Reserve Engine 73A is 14 years old and will be replaced by current E73 when the engine on order arrives.
- Wildland Engine 273 is 11 years old, and 673 is 18 years old and should be scheduled for replacement.

Capital Replacement Planning

Long-range capital replacement planning is always a challenge for any municipality. Pinole has done a commendable job of purchasing and maintaining its fleet of fire apparatus using General Fund Reserves. This practice—while not uncommon—has resulted in a significant number of replacements being deferred. Fire vehicles have a readily predictable service life and an easily forecast future replacement cost, which should be preplanned. If future needs are identified and funding is set aside to accommodate the need, the agency will not be dependent on reserves in the future to meet its long-term financial demands. ESCI recommends to clients that, as soon as a new piece of fire apparatus is purchased, funding should start to be set aside for its replacement.

Critical Tasking

Critical tasks are those activities that must be conducted promptly by firefighters at emergency incidents to control the situation, stop loss, and to perform necessary tasks required for a medical emergency. The Pinole Fire Department is responsible for assuring that responding PFD personnel are capable of performing all of the described tasks in a prompt, efficient, and safe manner.

Fires: Critical tasking for fire operations is the minimum number of personnel to perform the tasks required to control a fire in the listed risk category effectively. Major fires (beyond first alarm) will require additional personnel and apparatus.

Emergency Medical: Critical tasking for emergency medical incidents is the minimum number of personnel to perform the tasks required and support the identified strategy based on the department's adopted medical protocol.

The following figure details PFD's available response staffing by type of incident

Figure 32: Critical Tasking
Low Rise Structure Fire

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations	1
Attack Line	2
Search and Rescue	0
Ventilation	0
RIC	0
Other (Hydrant, backup line)	0
Total	**4**

High Rise Structure Fire (75+ feet in height)

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations	1
Attack Line	2
Search and Rescue	0
Ventilation	0
RIC	0
Other (Hydrant, backup line)	0
Total	**4**

Moderate Risk Commercial Structure Fire

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations	1
Attack Line	2
Search and Rescue	0
Ventilation	0
RIC	0
Other (Hydrant, backup line)	0
Total	**4**

High Risk Commercial Structure Fire

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations	1
Attack Line	2
Search and Rescue	0
Ventilation	0
RIC	0
Other (Hydrant, backup line)	0
Total	**4**

Wildland Fire—Low Risk

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Attack Line Pump Operations	2 1
Total	**4**

Wildland Fire—High Risk

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Pump Operations/Lookout	1
Attack Line	2
Structure Protection	0
Water Supply	0
Total	**4**

Aircraft Emergency

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Aircraft Fire Suppression	0
Pump Operations	1
Attack Line	2
Back-up Line	0
Rescue	0
Emergency Medical Care	0
Water Supply	0
Total	**4**

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Hazardous Materials—Low Risk

Task	Number of Personnel
Command	1 (B-Shift)
Liaison	0
Decontamination	0
Research/Support	3
Entry team, and Backup Team	0
Total	**4**

Hazardous Materials—High Risk

Task	Number of Personnel
Command	1 (B-Shift)
Liaison	0
Decontamination	0
Research Support	3
Team Leader, Safety, Entry Team, and Backup Team	0
Total	**4**

Emergency Medical Aid (Life-threatening)

Task	Number of Personnel
Patient Management	1
Patient Care	1
Documentation	1
Total	**3**

Major Medical Response (10+ Patients)

Task	Number of Personnel
Incident Command/Safety	1 (B-Shift)
Triage	1
Treatment Manager	0
Patient Care	2
Transportation Manager	0
Total	**4**

Motor Vehicle Accident (Non-Trapped)

Task	Number of Personnel
Scene Management/Documentation	1
Patient Care/Extrication	2
Total	3

Motor Vehicle Accident (Trapped)

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Scene Management	0
Patient Care	1
Extrication	2
Pump Operator/Suppression Line	0
Extrication/Vehicle Stabilization	0
Total	**4**

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Technical Rescue—Water

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Rescue Team	0
Backup Team	0
Patient Care	3
Rope Tender	0
Upstream Spotter	0
Downstream Safety	0
Total	**4**

Technical Rescue—Rope

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Rescue Team	2
Backup/Support Team	0
Patient Care	0
Rigger	1
Attendant	0
Ground Support	0
Edge Person	0
Total	**4**

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Technical Rescue—Confined Space

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Rescue Team	0
Backup/Support Team	0
Patient Care	2
Attendant	0
Rigger	1
Ground Support	0
Total	**4**

Technical Rescue—Trench

Task	Number of Personnel
Command/Safety	1 (B-Shift)
Rescue Team	0
Backup/Support Team	2
Patient Care	1
Shoring	0
Total	**4**

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Alarm Assignments

To ensure adequate personnel and apparatus are dispatched to an emergency event, the following first alarm response assignments have been established. "Total PFD Staffing available" is the number identified in the Critical Tasking analysis above. The number of personnel and apparatus required to mitigate an active and complex working incident will require additional resources above and beyond the numbers listed as available. The "Alarm Assignments" are what has been identified as the number of resources and personnel necessary to address the challenges of each identified event.

Figure 33: Alarm Assignments

Low Rise Structure Fire

Unit Type	Number of Units	Total Personnel
Engine	4	12
Truck	1	4
Air Supply	1	3
Battalion Chief	2	2
Total Staffing Provided		**4**
Total Staffing Needed		**21**

High Rise Structure Fire (75+ feet)

Unit Type	Number of Units	Total Personnel
Engine	8	24
Truck	3	12
Air Supply	1	3
Battalion Chief	3	3
Total Staffing Provided		**4**
Total Staffing Needed		**42**

Moderate Risk Commercial Structure Fire

Unit Type	Number of Units	Total Personnel
Engine	6	18
Truck	2	8
Air Supply	1	3
Battalion Chief	3	3
Total Staffing Provided		**4**
Total Staffing Needed		**32**

High Risk Commercial Structure Fire

Unit Type	Number of Units	Total Personnel
Engine	8	24
Truck	3	12
Air Supply	1	3
Battalion Chief	3	3
Total Staffing Provided		**4**
Total Staffing Needed		**42**

Wildland Fire—Low Risk

Unit Type	Number of Units	Total Personnel
Engine Brush Engine	1 1	3 3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**7**

Wildland Fire—High Risk

Unit Type	Number of Units	Total Personnel
Engine	1	3
Brush Engine	3	9
Battalion Chief	2	2
Total Staffing Provided		**4**
Total Staffing Needed		**14**

Aircraft Emergency

Unit Type	Number of Units	Total Personnel
Engine	3	9
Truck	1	4
ARRF	1	4
Rescue	2	6
Paramedic Ambulance	2	4
Battalion Chief	2	2
Total Staffing Provided		**4**
Total Staffing Needed		**29**

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Hazardous Materials—High Risk

Unit Type	Number of Units	Total Personnel
Engine	3	9
Truck	1	4
Rescue	1	3
Battalion Chief	2	2
Hazardous Materials Unit	2	6
Total Staffing Provided		**4**
Total Staffing Needed		**24**

Hazardous Materials—Low Risk

Unit Type	Number of Units	Total Personnel
Engine	2	6
Truck	1	4
Battalion Chief	1	1
Hazardous Materials Unit	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**12**

Emergency Medical Service (Life-threatening)

Unit Type	Number of Units	Total Personnel
Engine	1	3
Paramedic Ambulance[13]	1	2
Total Staffing Provided		**3**
Total Staffing Needed		**5**

[13] Paramedic Ambulance is provided by Contra Costa Fire

Major Medical Response (10+ Patients)

Unit Type	Number of Units	Total Personnel
Engine	2	6
Truck	1	4
Rescue	1	3
Paramedic Ambulance	5	10
Battalion Chief	2	2
Total Staffing Provided		**4**
Total Staffing Needed		**25**

Motor Vehicle Accident (Non-Trapped)

Unit Type	Number of Units	Total Personnel
Engine or Truck	2	6
Total Staffing Provided		**3**
Total Staffing Needed		**6**

Motor Vehicle Accident (Trapped)

Unit Type	Number of Units	Total Personnel
Engine	1	3
Truck	1	4
Paramedic Ambulance	1	2
Rescue	1	3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**13**

Technical Rescue—Water

Unit Type	Number of Units	Total Personnel
Engine	2	6
Water Rescue Unit	1	4
Tech Rescue Unit	1	3
Rescue	1	3
Battalion Chief	2	2
Total Staffing Provided		**4**
Total Staffing Needed		**18**

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Technical Rescue—Rope

Unit Type	Number of Units	Total Personnel
Engine	1	3
Truck	1	4
Rescue	1	3
Tech Rescue Unit	1	3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**14**

Technical Rescue—Confined Space

Unit Type	Number of Units	Total Personnel
Engine	1	3
Truck	1	4
Rescue	1	3
Tech Rescue Unit	1	3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**14**

Technical Rescue—Trench

Unit Type	Number of Units	Total Personnel
Engine	1	3
Truck	1	4
Rescue	1	3
Tech Rescue Unit	1	3
Battalion Chief	1	1
Total Staffing Provided		**4**
Total Staffing Needed		**14**

Absent automatic and mutual aid from surrounding agencies, standalone, PFD is not capable of filling the alarm assignments noted above. In the event PFD Station 74 is reopened, the department will be able to initiate an initial attack and comply with the OSHA two-in/two-out rule.

Staff Scheduling Methodology

PFD utilizes a traditional three platoon system operating on a 48-hour shift rotation to achieve this minimum staffing of three FTEs per day as required. The total number of positions required per jurisdiction becomes a policy decision based on the jurisdiction's needs. The jurisdiction also then establishes the number of employees needed above the minimum to allow for vacancies due to vacation, sick, and other types of leave, yielding an overall number of full-time employees required to ensure that necessary staffing, according to policy, is available daily. This staffing methodology is prevalent across the Western United States for firefighters to work a 24- or 48-hour shift cycle. Studies have been undertaken and remain ongoing in an attempt to better understand the impact of this work cycle on the physiological process.[14] The science indicates that sleep is important and that going without sleep for too long or interrupting the sleep rhythm leads to physical and cognitive problems. That said, no easy answer to the problem exists. Intuitively, the problems would be exacerbated in a busy station and lessened in a less busy station.

All personnel are trained as firefighters, with most trained at a minimum of Emergency Medical Technician (EMT) level. Six have been trained to the Paramedic level. The department provides Advanced Life Support (ALS) services utilizing its one Engine Company. Ambulance response and patient transport are currently assigned to CCFPD.

[14] Is the firefighter 48/96 shift a health hazard? Sara Jahnke, FireRescue1, https://www.firerescue1/fire-rehab/articles/223601018-Is-the-firefighter-48-96-shift-a-health-hazard/.

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SERVICE DEMAND & INCIDENT STAFFING PERFORMANCE

Service delivery is the foundation of any service-oriented organization. Without an understanding of how services are organized, deployed, and managed, one cannot quantify efficiency and effectiveness. This section of the report will analyze multiple facets of the current delivery of fire services for the City of Pinole, including the identification of incidents by type and frequency, deployment analysis, system reliability, and a summary of performance. By understanding current performance and how the system functions, goals and objectives for future performance improvements can be established and implemented.

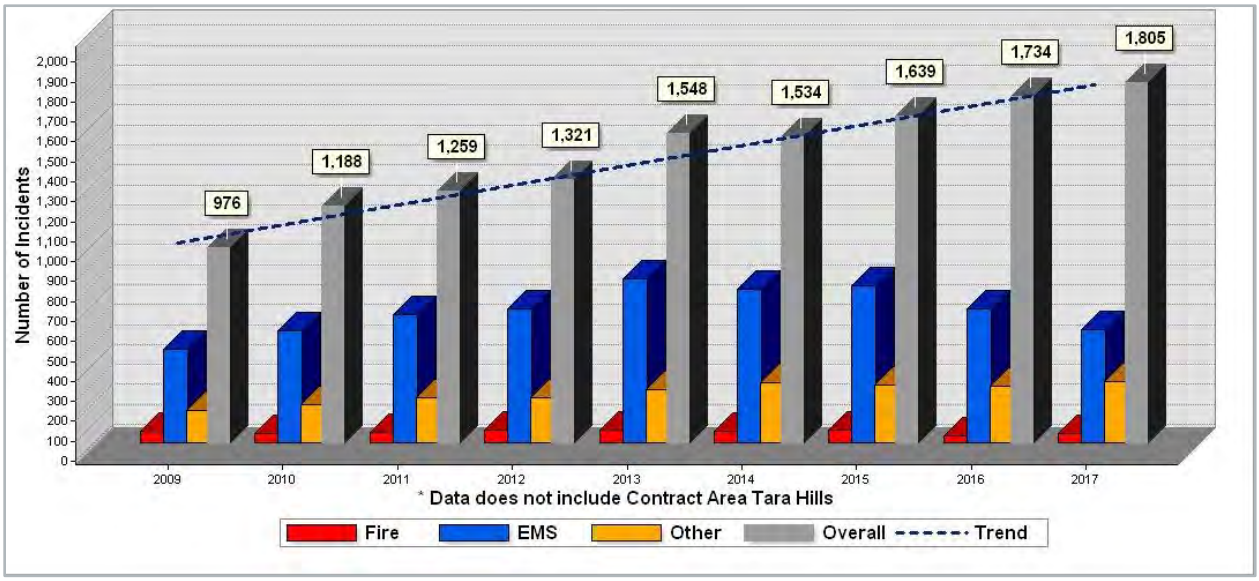
Service-Demand Study

Incidents by Type & Frequency

When and how demands for services occur can follow predictable patterns over time. To identify those patterns occurring in Pinole, ESCI conducted an analysis and geographic display of current service demand by incident type and temporal variation using dispatch data obtained from the Contra Costa Fire Protection District. Incident types were selected based on the classification system established by the National Fire Incident Reporting System (NFIRS); temporal variation, or the way service demand changes over time, was analyzed by the month, by the day, and by the hour.

The following figure provides a historical view of service types and frequency of incidents over the past nine years (2009–2017) *only within the City of Pinole and Contract 2/Upper Pinole Valley Road,* as the Contract/Tara Hills Area incident data were not provided. This figure shows the incidents in which Station 73 and BC7 responded. Incidents that did not indicate that they were a fire or an EMS incident, such as HazMat or Good Intent, were placed in the "Other" category.

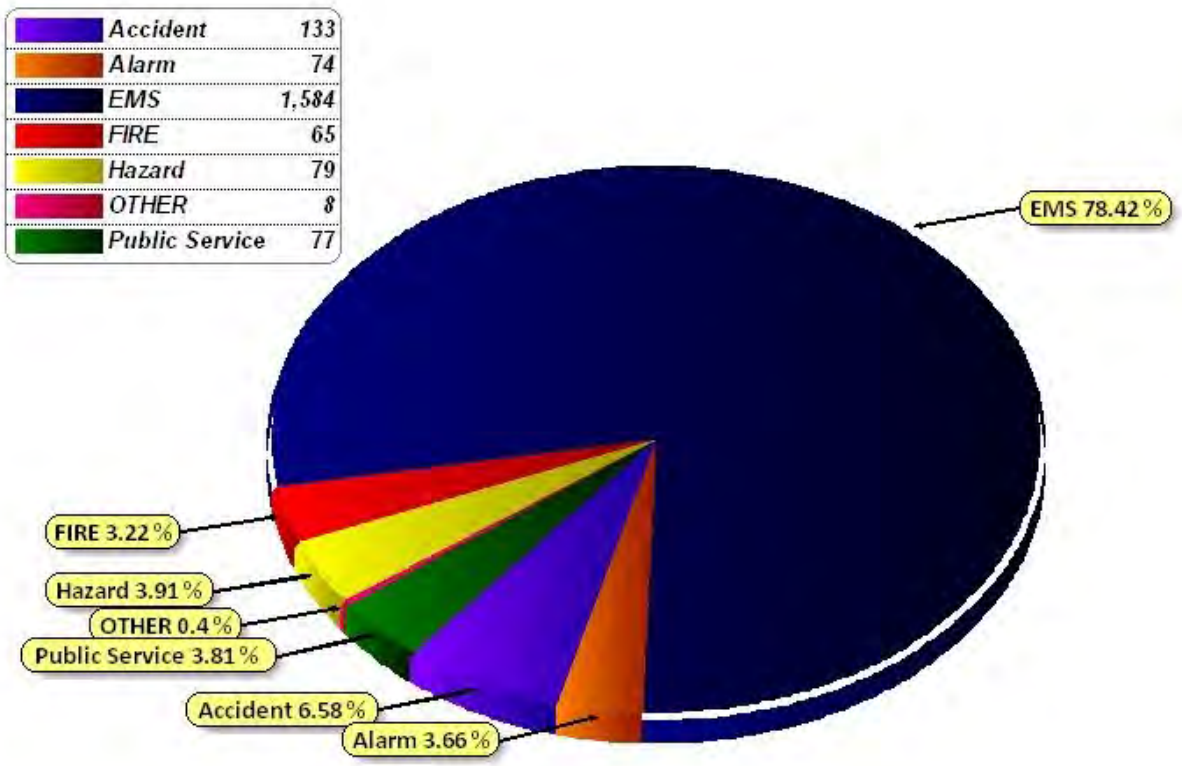
Figure 34: PFD Service Demand by Year and Type, 2009–2017, City of Pinole & Contract 2



Over the nine years, the total number of incidents increased from 976 in 2009 to 1,805 in 2017, an average increase of 8 percent per year, with noticeable increases in 2010 and 2013 (22% and 17%, respectively). Without those outliers, the average increase per year is 4%.

Additional incident data for the calendar year 2018 was received from CCRFCC that did include incident data for the Contract/Tara Hills area, resulting in a separate detailed analysis. The calendar year 2018 data showed 2,020 incidents, including 399 in Contract/Tara Hills. The incidents by type for the calendar year 2018 are shown in the following figure.

Figure 35: Service Demand by Type, City of Pinole & Both Contract Areas, 2018



As illustrated in Figure 35, EMS represents the greatest impact on service demand at 78.42 percent, followed by accident calls, which accounted for 6.58 percent of incidents. Accident data includes motorcycle, vehicle, bicycle, and pedestrian incidents.

The following figure displays a comparison of the total number of incidents (2,020) in 2018 within the City of Pinole and the two contract areas, as compared to other similar-sized urban fire departments around the country.

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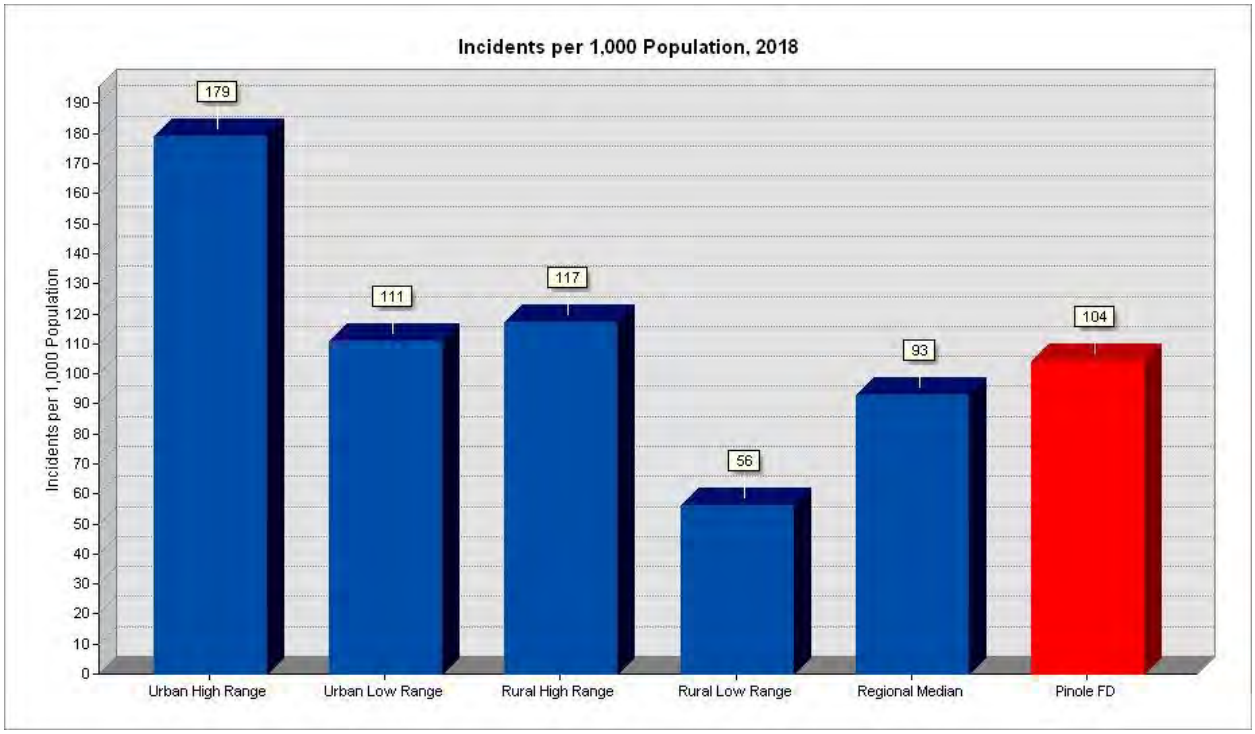
Figure 36: Incidents per 1,000 Population, 2018, City of Pinole & Both Contract Areas

Dept. Size	Number of Incidents/1,000
Rural Low Range	56
Regional Median	93
Pinole FD	**104**
Urban Low Range	111
Rural High Range	117
Urban High Range	179



At 104 calls per 1,000 population, PFD has a higher than the regional median number of calls per 1,000 population but slightly lower than the urban low range.

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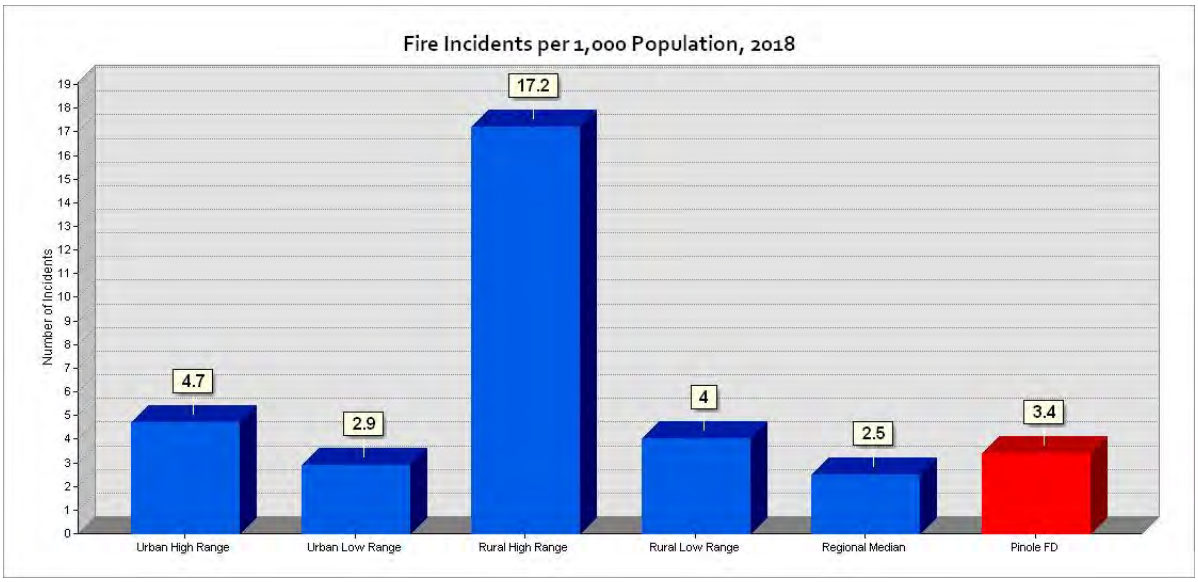
The following figure displays a comparison of the total number of fire incidents in Pinole as compared to other similar-sized urban fire departments around the country. This figure uses incidents within the City of Pinole and the two contract areas (65 fires in 2018).

Figure 37: Fire Incidents per 1,000 Population, 2018, City of Pinole & Both Contract Areas

Dept. Size	Fires/1,000
Pinole FD	**3.5**
Regional Median	2.5
Rural High Range	17.2
Rural Low Range	4
Urban High Range	4.7
Urban Low Range	2.9



PFD's 3.4 fires per 1,000 population are just above the regional median of 2.5 fires per 1,000 population. It is comparable to most other Urban Low Range and Rural Low Range fire departments.

The next figure is fire loss per capita compared with other national and regional departments. In 2018, at $22.90 per capita, PFD's fire loss was much lower compared to the national average and very comparable to the regional average.

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Figure 38: Fire Loss per Capita, 2018

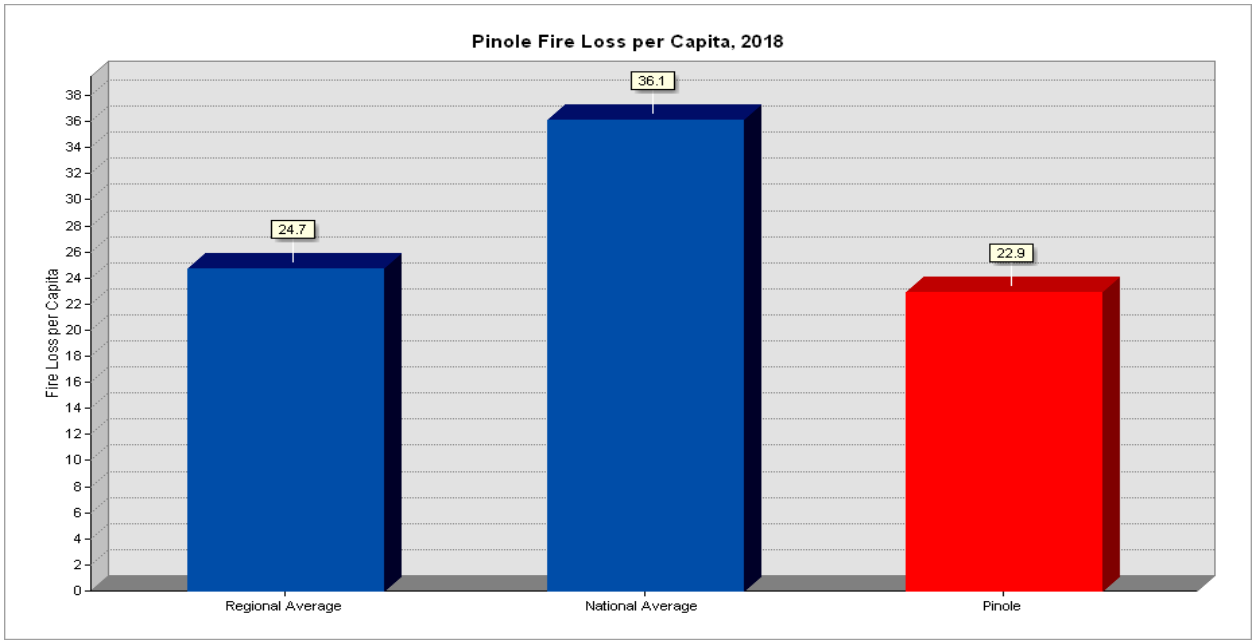

Figure 39: Comparison Chart, Fire Loss per Capita

Depts.	Fire Loss per Capita (in dollars)
Regional Average	$24.70
National Average	$36.10
Pinole	**$22.90**

Temporal Analysis

In addition to understanding the types and frequency of service demand, an understanding of when these events occur is critical to the understanding of when system demand will most likely reach its peak. Knowing the high demand periods will assist administrators in determining whether staffing levels are adequate for the demand and also in scheduling additional duties such as training, fire safety inspections, and vehicle maintenance.

The following figure shows the temporal variation of PFD's service area demand by month during 2018. There is only minor variation in workload by month. The winter months of January and December are the busiest months with August following closely.

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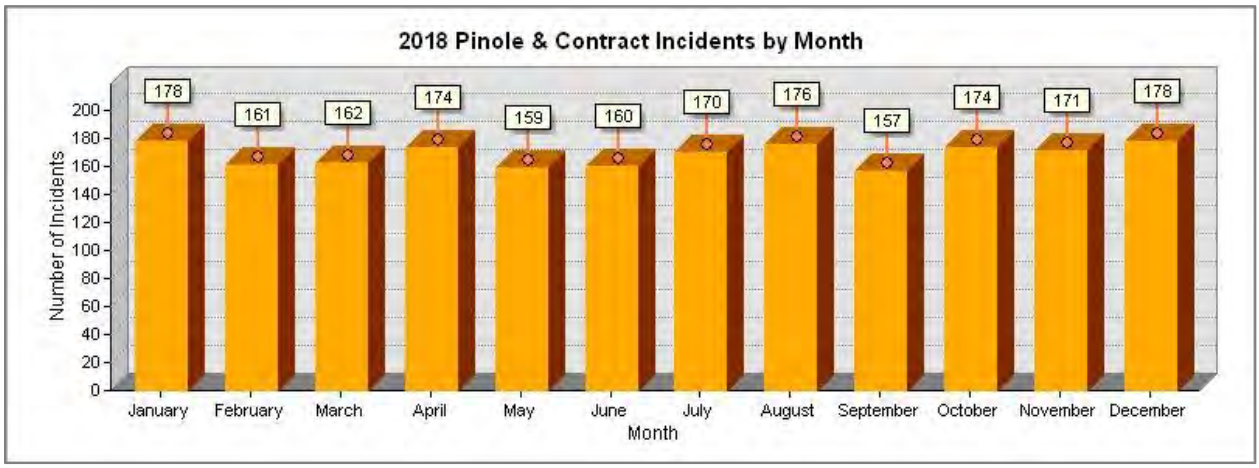
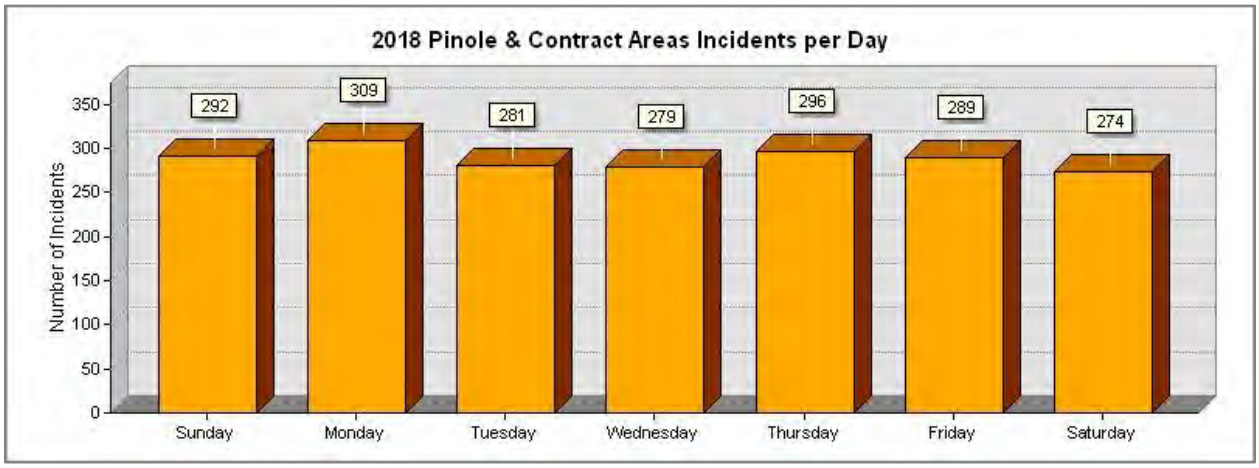
Figure 40: Service Demand by Month, 2018, City of Pinole & Both Contract Areas



The next figure illustrates service demand by day of the week. Again, only minor variations in workload exist by day of the week, although Monday is the busiest.

Figure 41: Service Demand by Weekday, 2018, City of Pinole & Both Contract Areas



Finally, the following figure shows service demand by the hour. Workload increases significantly during daytime hours as compared to nighttime hours.

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Figure 42: Service Demand by Hour, 2018, City of Pinole & Both Contract Areas

Peak workload is between 9:00 a.m. and 7:00 p.m., and it is most heavily concentrated during the commute hours.

Spatial Analysis

In addition to the temporal analysis, it is useful to examine the geographic distribution of service demand. The following figures indicate the distribution of emergency incidents in PFD during 2018. The incident data received from Contra Costa County Dispatch uses a "road address range" system rather than a "site address" system. This always places a data point on a roadway rather than on the adjacent structure or actual site of the incident

The first figure displays the number of incidents per square mile within various parts of the city. The area of greatest service demand is the northwest and central portions of the city.

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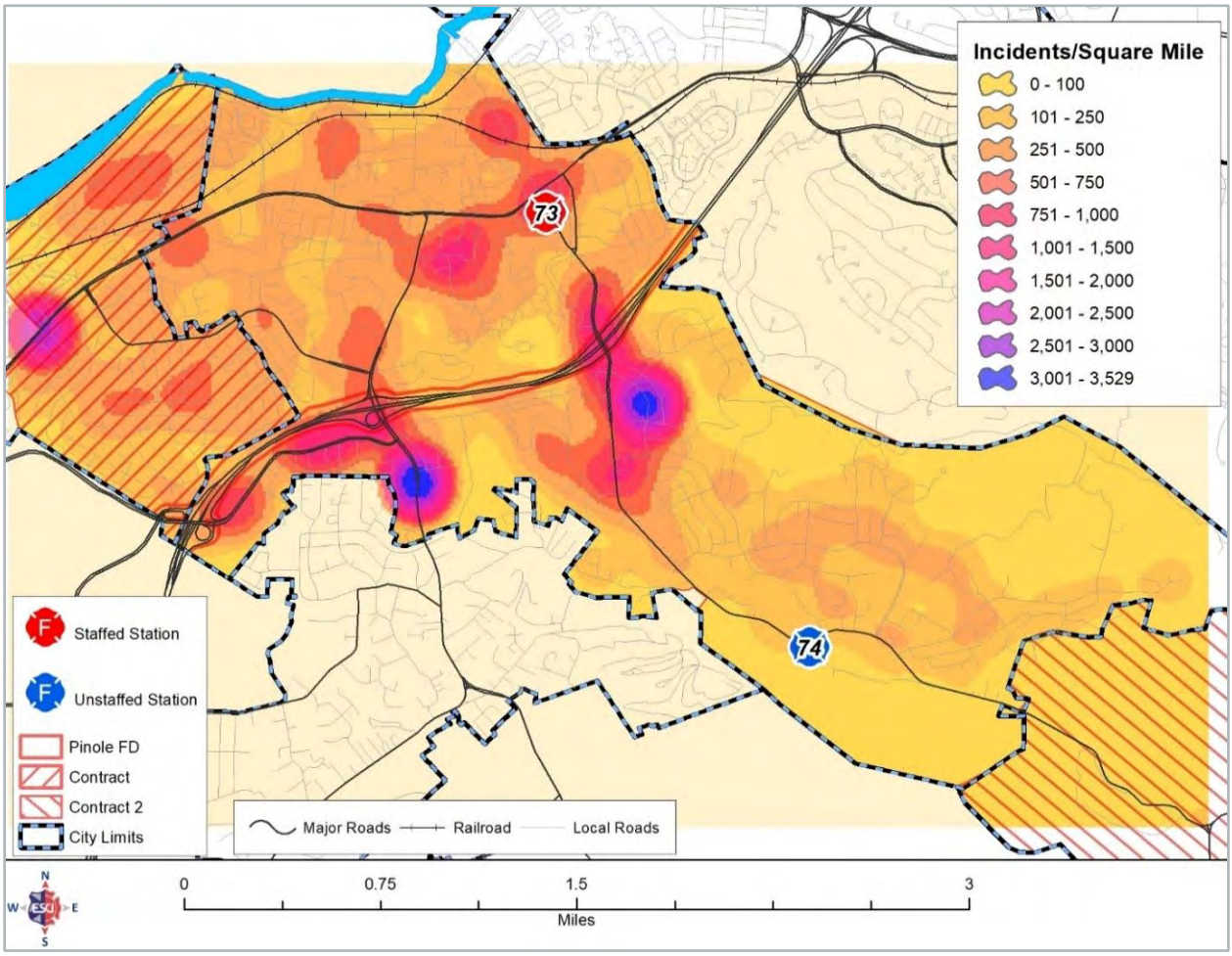
Figure 43: Service-Demand Density, City of Pinole & Both Contract Areas



The two densest concentrations of incidents are at Appian Way/Michael Drive, which is adjacent to a large commercial/retail development; the second densest concentration of incidents is Estates Ave/Paloma—which is adjacent to a senior retirement center. The third densest concentration is at the Tara Hills Mobile Home Park, a "55 years and over" community. Again, the use of street address ranges to place a data point might lead to an interpretation of "dangerous intersections," where the reality is the incident is related to proximal activities or populations.

While the service demand density reflects all calls served within the PFD service area, service demand can vary based on incident type. The following figure displays the location of all fire types occurring within the PFD's service area during 2018.

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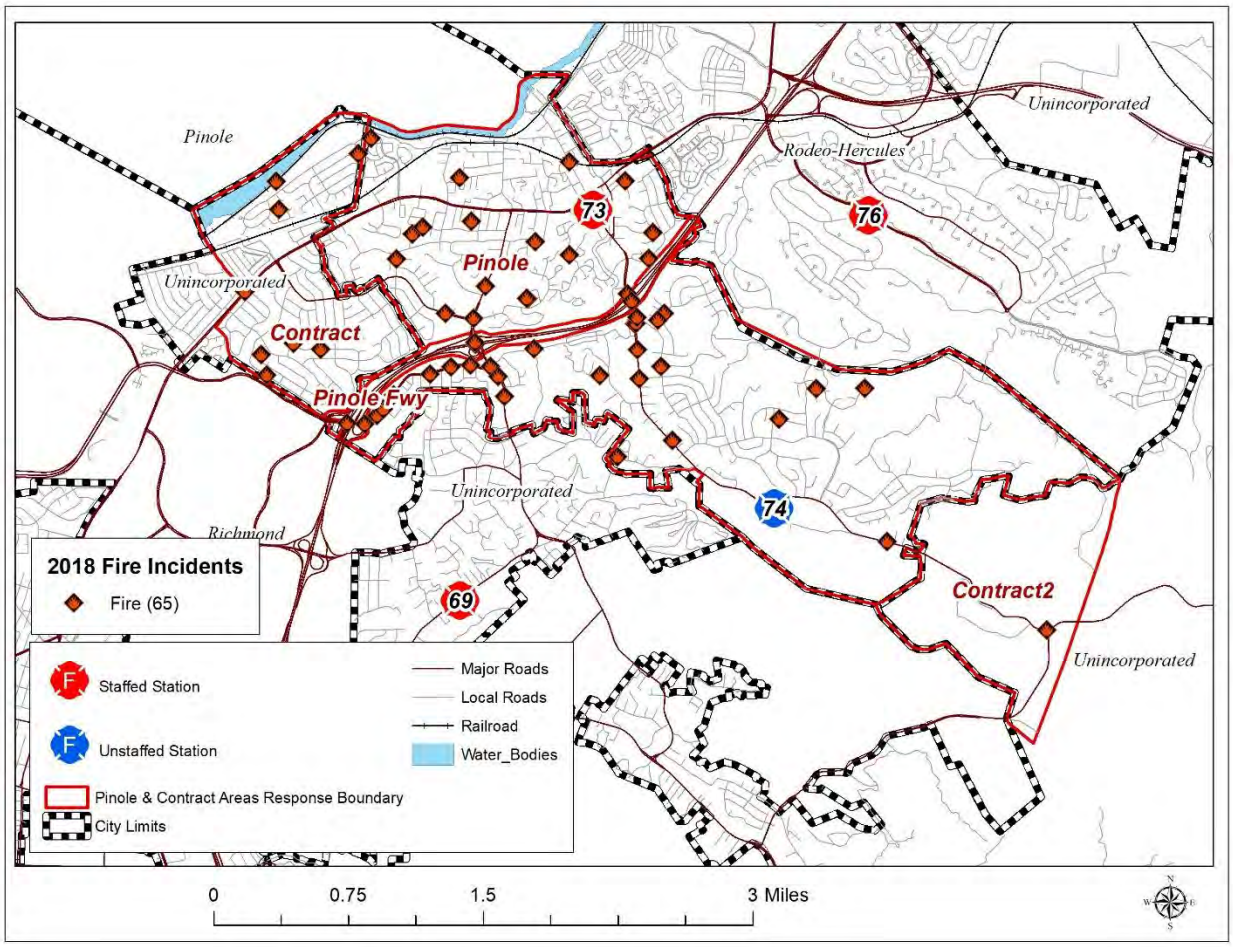
Figure 44: All Fire Types, 2018, City of Pinole & Both Contract Areas



The fire incidents are distributed widely but predominantly in the PFD's northwestern half. Again, it appears as though all the fires are in roadways, but only 21 percent (14 of the 65 fires) involved a vehicle. The remaining 79 percent were structural, electrical, or vegetation fires in areas adjacent to roadways.

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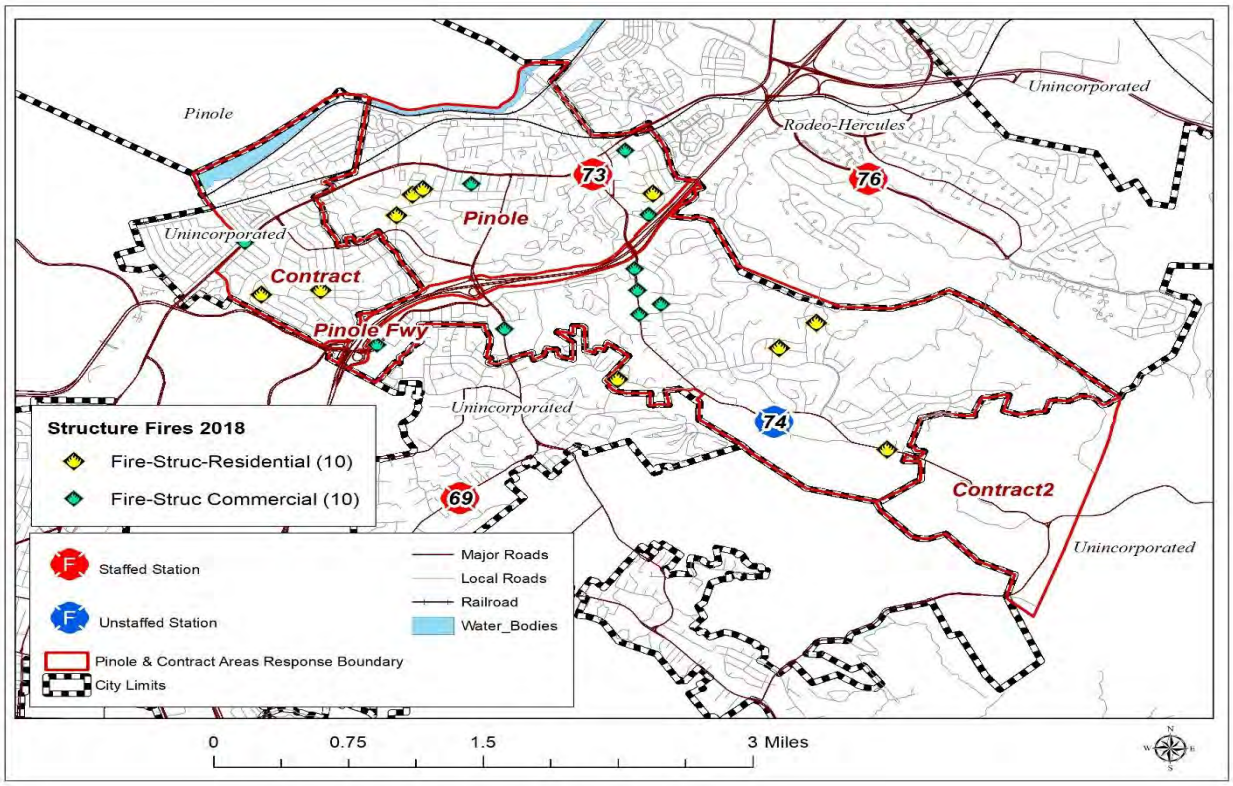
The following figure depicts the locations of the 20 commercial and residential structure fires in 2018.

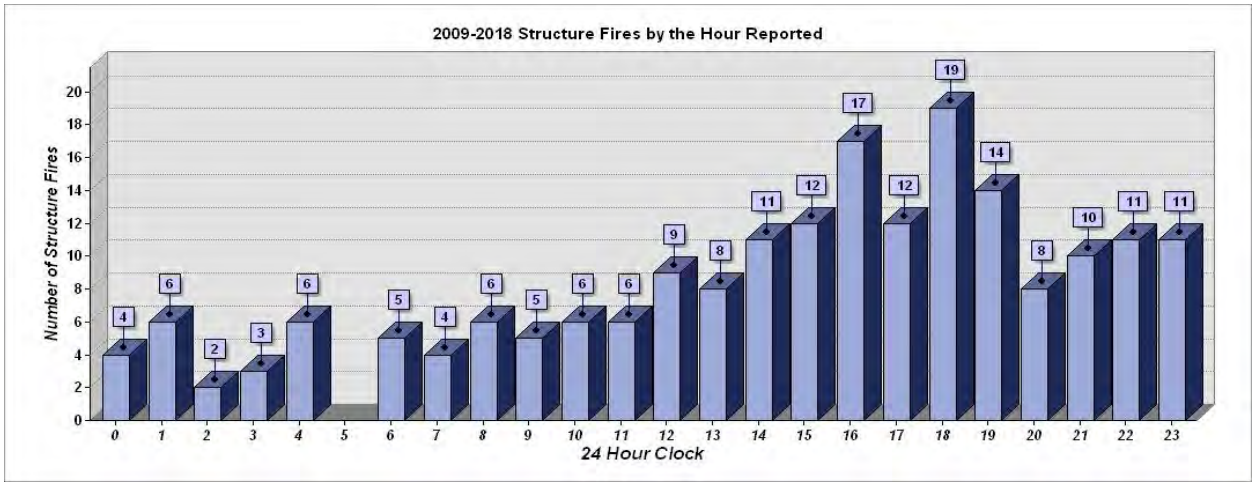
Figure 45: Structure Fires, Commercial & Residential, 2018, City of Pinole & Both Contract Areas



These structure fires were distributed equally throughout the PFD's service area.

The following figure compares structure fires over the last decade by the hour of the day. Other than no structure fires reported at the 5 a.m. hour within the entire decade, structure fires do occur throughout the day and night, with greater incident reporting in the latter part of the day and into the evening.

Figure 46: Structure Fires by Hour of Day, 2009–2018



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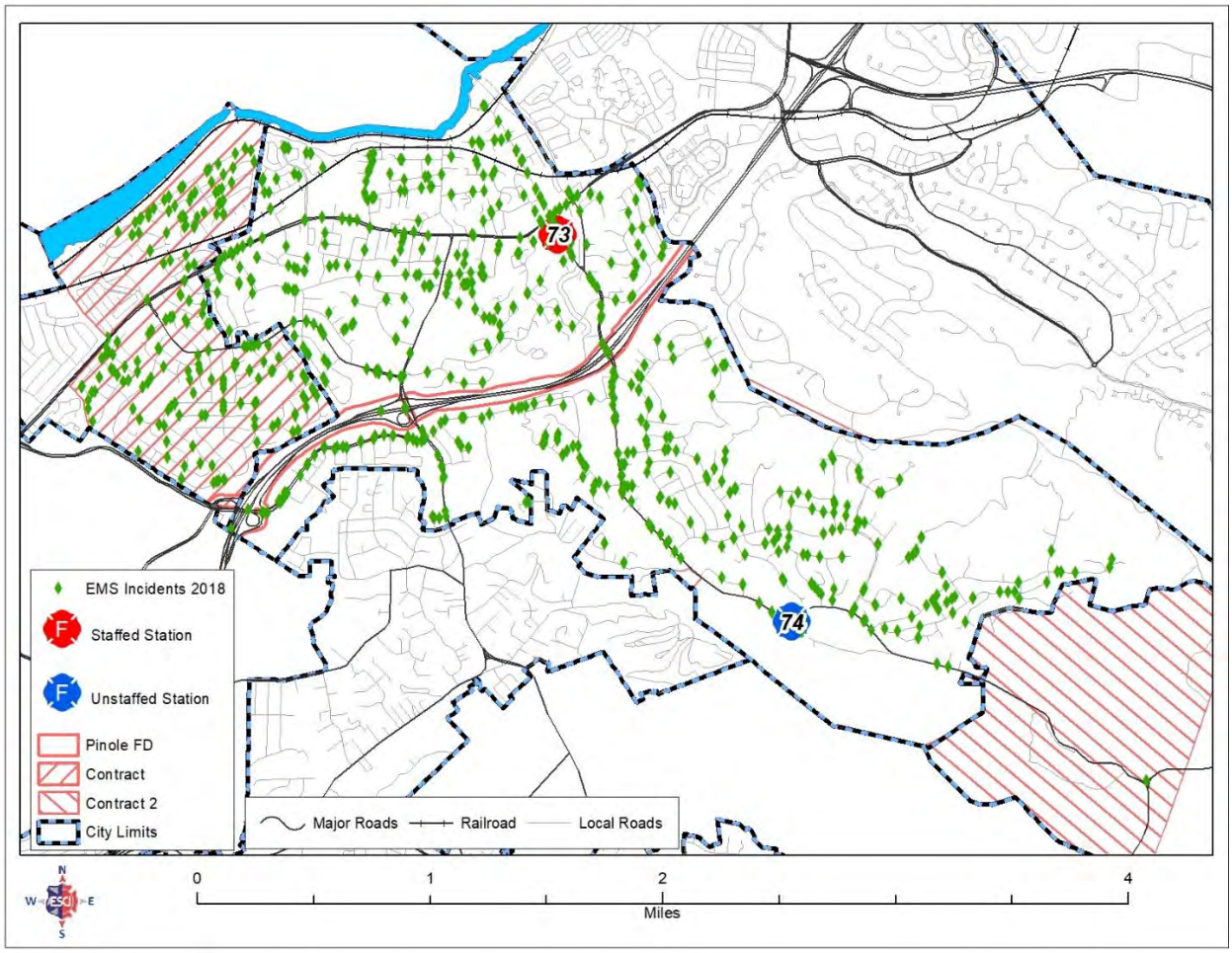
Again, the 2009–2017 incident data did not include any incidents for the Tara Hills contract area, whereas the 2018 incident data did include incident data for that contract area. In 2018, there were three structure fires in the Tara Hills contract area; one reported at noon, one at 8 p.m., and one at 9 p.m.

Similarly, emergency medical incidents also occur in greater concentration in areas of higher population density. The next figure depicts the EMS incidents in the PFD service area in 2018.

Figure 47: Emergency Medical Incidents, 2018, City of Pinole & Both Contract Areas



The incidents are widely scattered but primarily located in the northwestern portion of the PFD service area.

As shown previously, EMS calls are the primary incident type. The following figure displays emergency medical incidents per square mile during 2018.

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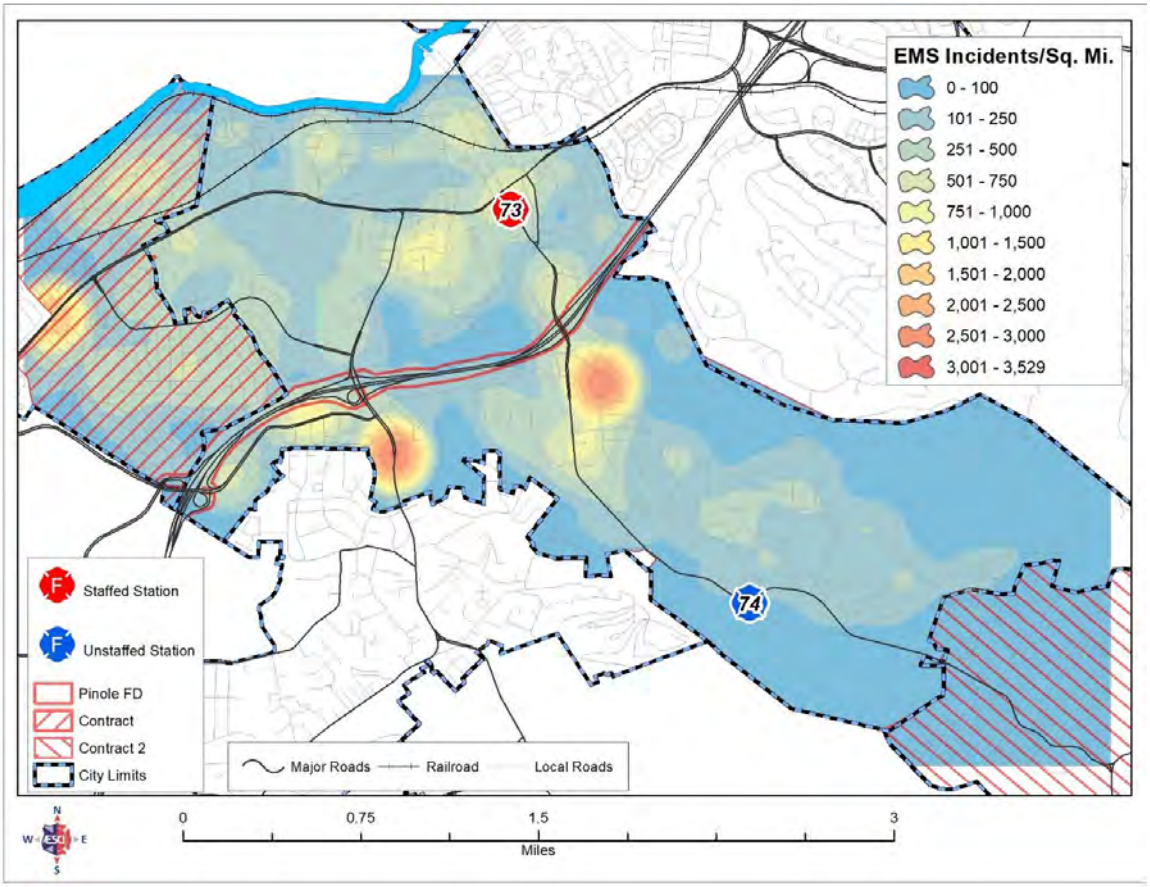
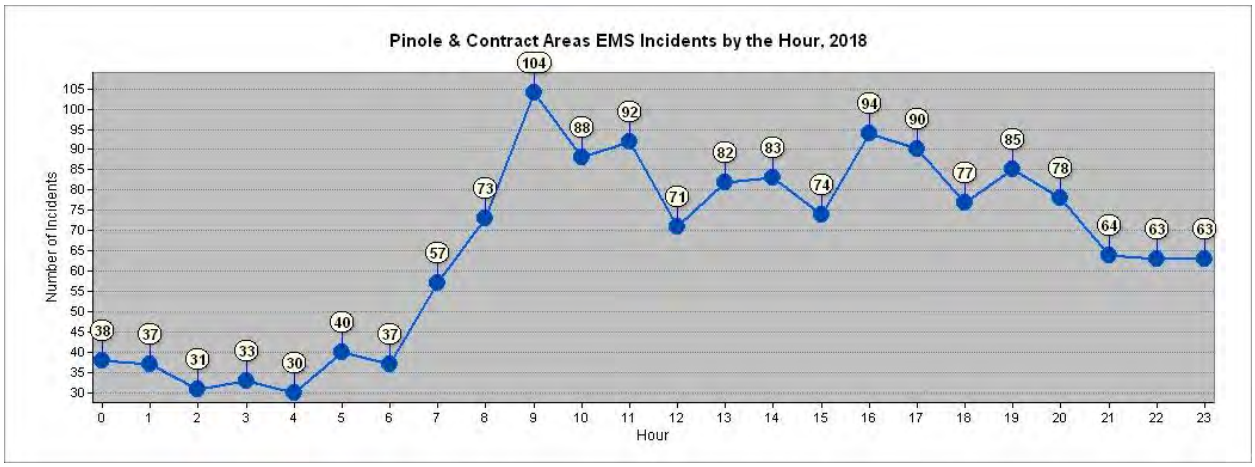
Figure 48: Emergency Medical Incidents per Square Mile, 2018, City of Pinole & Both Contract Areas



The previously identified areas of incident density re-appear, the commercial/retail area, the senior retirement home, and the senior mobile home park.

EMS response workload also varies by the hour of the day, as shown in the following figure. As it is the predominant type of incident, it closely follows the total workload by the hour of the day.

Figure 49: EMS Responses by Hour of Day, 2018, City of Pinole & Both Contract Areas



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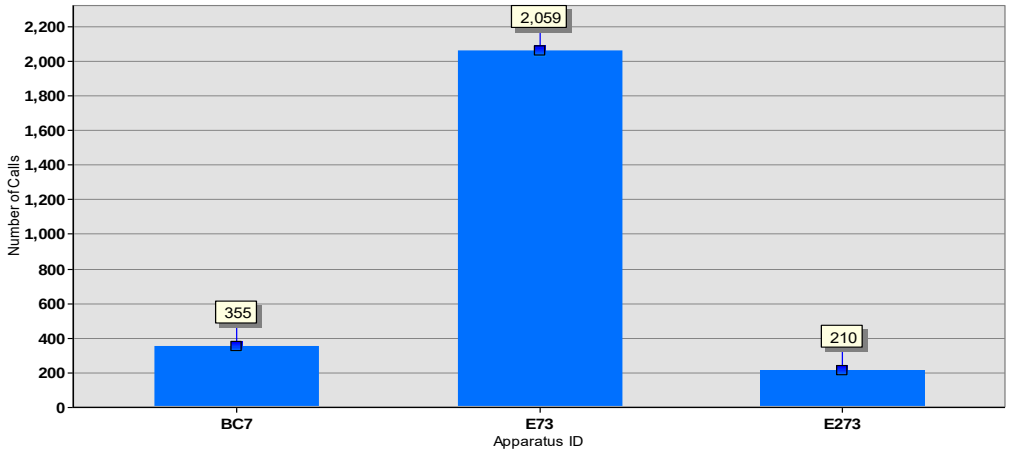
Unit Workload Analysis

A review of workload by response unit can reveal much about response time performance. Although fire stations and response units may be distributed in a manner to provide quick response, that level of performance can only be obtained when the response unit is available in its primary service area. If a response unit is already on an incident and a concurrent request for service is received, a more distant response unit will need to be dispatched. This will increase response times.

Response Unit Workload

The workload of individual response units during the study period is shown in the following figure. The individual response unit workload can be greater than the workload in its home station area. Many incidents, such as structure fires, require more than one response unit. The next figure depicts the total number of calls (2,272) received by PFD in 2018, regardless of jurisdiction.

Figure 50: PFD Response Unit Workload, 2018



As the only fully staffed apparatus, Engine 73 is naturally the busiest in the PFD. Not shown in the figure are Reserve Engines E73A and E473, which had limited use, with one and two calls, respectively.

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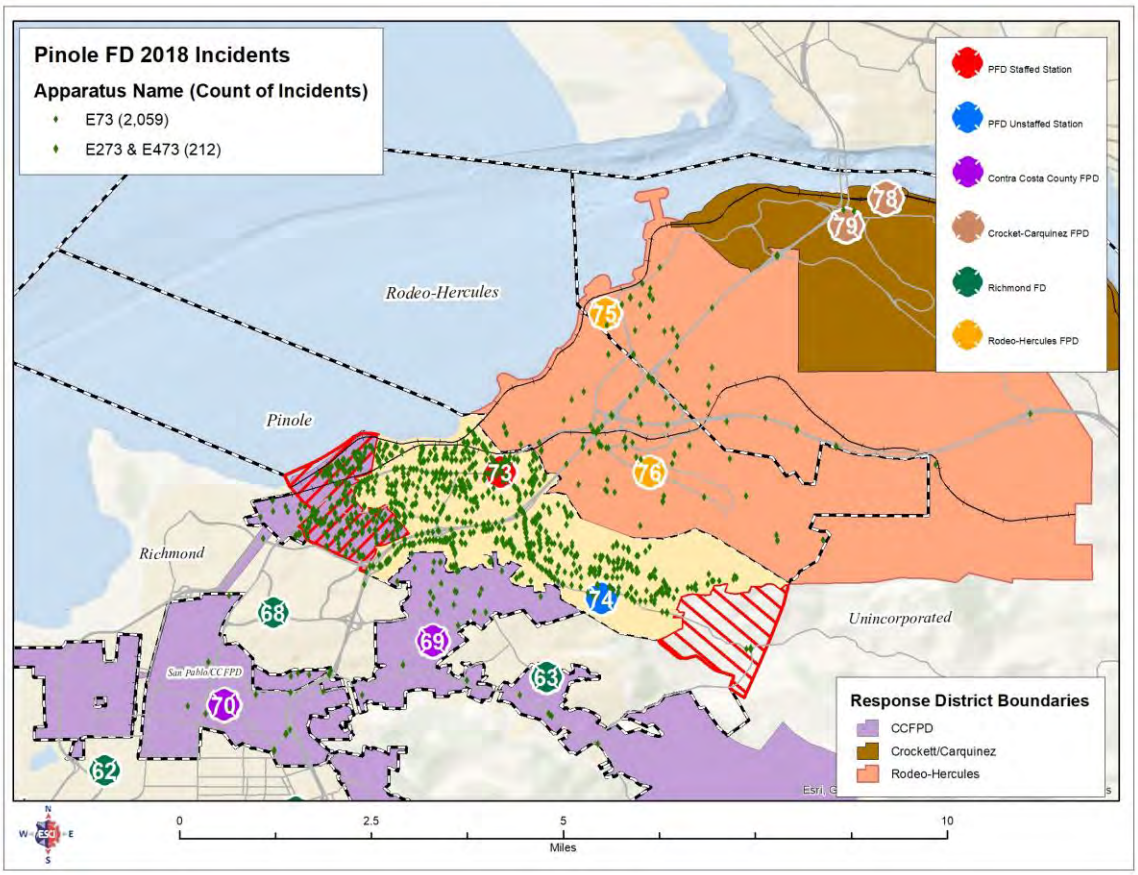
The following figure shows the extent of these calls, reaching from the Carquinez Bridge to San Pablo. In 2018, there were 2,020 incidents within the city and 401 calls outside of the City of Pinole.

Figure 51: PFD Incident Locations by Apparatus, 2018



The amount of time a given unit is committed to an incident is also an important workload factor. The following figure illustrates the average time each unit was committed to an incident, from initial dispatch until it was available for another incident. Multiple units responded to the same incident, such as the Battalion Chief and the Engine Crew. The more complex an incident, the greater the number of resources are required.

Figure 52: Average Time Committed to an Incident by Unit, 2018

Unit	Responses	Average per Response
Battalion 7	355	0:29:59 minutes
Engine 73	2,060	0:20:49 minutes
Engine 273	210	0:21:55 minutes

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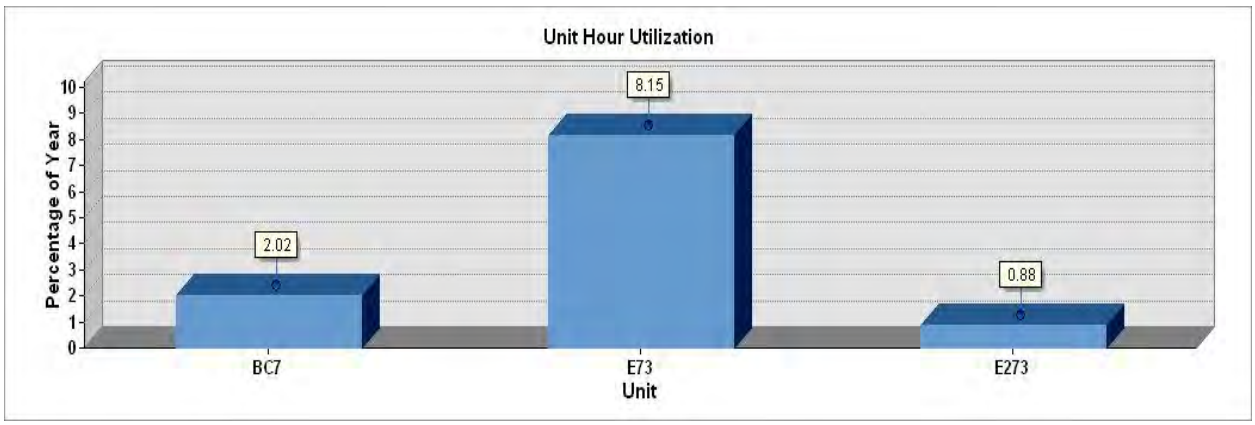
Unit Hour Utilization

Unit hour utilization (UHU) is an important workload indicator. It is calculated by dividing the total time a unit is committed to all incidents during a year divided by the total time in a year. UHU describes the amount of time expressed as a percentage that a unit is not available for a response since it is already committed to an incident. The larger the percentage, the greater a unit's utilization, and the less available it is for assignment to an incident. Unit hour utilization is an important statistic to monitor for those fire agencies using percentile-based performance standards, as does PFD. In PFD's case, where performance is measured at the 90th percentile, unit hour utilization greater than 10 percent means that the response unit will not be able to provide on-time responses to its 90 percent target, even if response is its only activity. While Pinole Engine 73 is not at 10 percent UHU at this time, absent the addition of a second engine in Pinole, it will most likely be at and exceed the threshold in a few years.

Figure 53: Unit Hour Utilization



Based on the historical incident data from 2009 to 2017, call volume is projected to increase by 3 percent per year, which, as mentioned above, did not include the Contract/Tara Hills incidents. Approximately 20 percent of the PFD incidents came from this area in 2018 incident data.

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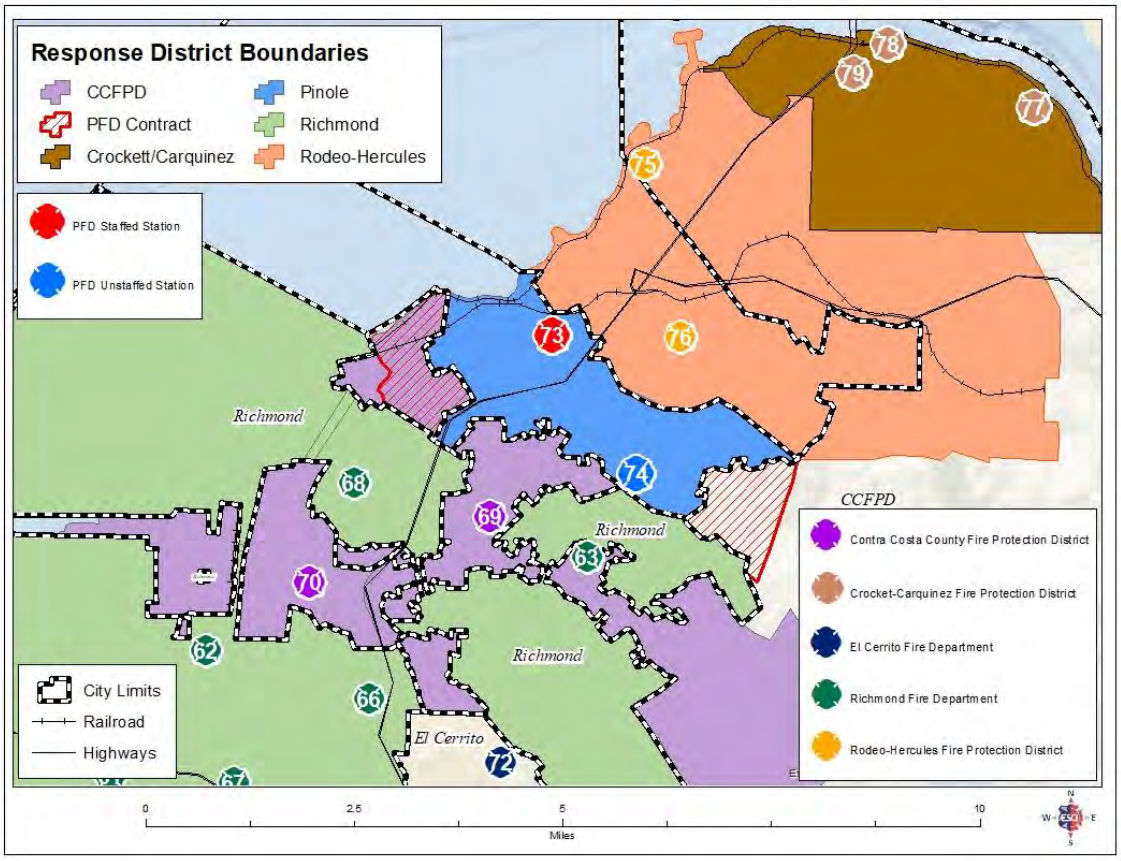
Distribution Study

Next, an overview of the current deployment strategy, which includes facility and apparatus locations, was analyzed using Geographic Information Systems (GIS) software to identify potential service gaps and redundancies of resources. The following figure is an overview of the PFD service area. PFD stations and nearby adjacent agency stations are displayed.

Figure 54: PFD Service Area



The City of Pinole encompasses approximately 11.6 square miles. Of that, 5.2 square miles are land, with the 6.4 sq. miles remainder comprised of the bay. The PFD provides service to the city as well as to the two contract areas depicted. PFD staffs one fire station located within the city.

An important consideration for fire departments and other service delivery organizations is to understand the location of population concentrations. If the majority of people live in a concentrated area, it is intuitive to anticipate that that area will also request the highest levels of service demand as calls for service are generally initiated by people.

The definitions per the Center for Public Safety Excellence Standards of Cover 6th edition:

- **Urban:** population of over 30,000 and or a population density of 2,000 per sq. mile
- **Suburban:** population of 10,000 to 29,000 and or a density of 1,000 to 2,000 per sq. mile
- **Rural:** population of less than 10,000 or 1,000 per sq. mile

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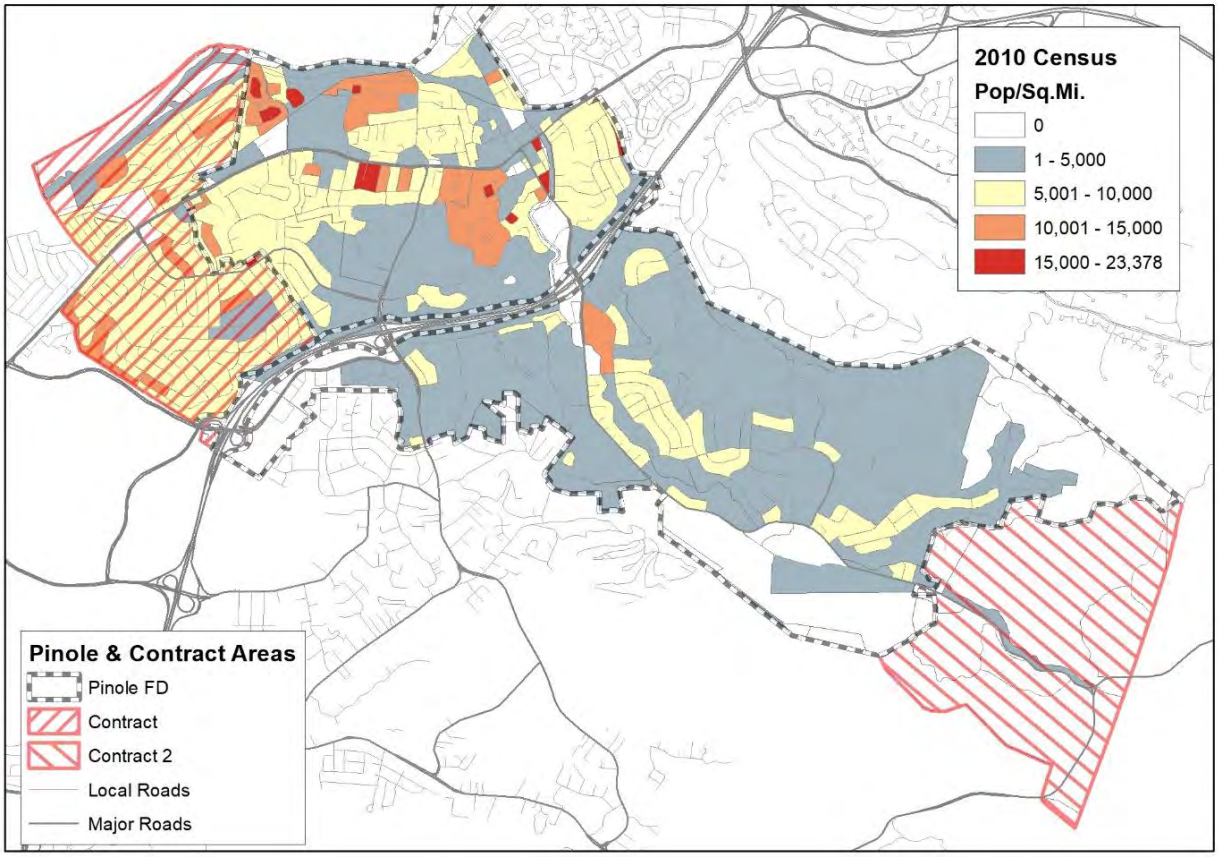
The following figure presents Pinole's population by census block, based on the 2010 census. Census data divides a census defined place, such as a city or county, into small areas known as *census blocks*. The boundaries follow natural or manmade features such as rivers, ridgelines, or roads. The area of a census block can be calculated in fractions of a square mile. The total counted population for each census block is divided by the area, resulting in an estimate of relative population density. The densest population area of the City of Pinole is in the northwest.

Figure 55: Population per Square Mile, 2012



The total population used in this study was 19,364, which is classified as Suburban. However, the density of various areas of Pinole shifts it into an Urban classification. The majority of Pinole has 2,000 to 5,000 people per square mile. However, much of the northwest area of the City of Pinole and the western contract area have population densities of greater than 5,000 people per square mile, which is classified as Urban. Pinole has a small but densely concentrated population.

Next, the distribution of PFD resources will be examined and compared to the Insurance Services Office (ISO) and the National Fire Protection Association (NFPA) criteria. These standards provide baseline criteria for comparison of PFD's deployment strategy. These are important standards for comparison because, while ISO criteria focus on fire suppression capabilities for insurance purposes, NFPA standards establish a foundation for overall system benchmarking for fire suppression, rescue, and other activities fire departments may be required to perform.

ISO Distribution

The ISO Public Protection Classification (PPC®) score was developed for communities to provide recommendations for key areas of improvement. The PPC system is a national system used by the New Jersey-based advisory organization ISO to provide insurance providers with a classification rating of a local community's fire protection. The PPC score classifies communities based upon a rating scale of 1 (best protection) to 10 (no protection) and assesses all areas related to fire protection broken into four major categories, which include: emergency dispatch and communications (10 points), water system supply and distribution capabilities (40 points), the fire department (50 points), and Community Risk Reduction (5.5 points).[15] The PPC score is developed using the Fire Suppression Rating Schedule (FSRS), which outlines sub-categories and the detailed requirements for each area of the evaluation.

The first component of ISO distribution is the ability of a fire department to arrive on-scene equipped with personnel, equipment, and sufficient water to effectively mitigate a fire. To determine whether a structure is eligible to receive a PPC rating better than 10, indicating that the fire department does not meet minimum ISO criteria for the structure to receive a rating, a service area of five road miles from the fire station is generally used. The only area of Pinole beyond five miles of a fire station is in the roadless southeast portion, as depicted in the following figure.

[15] ISO uses a 100-point grading scale, yet 105.5 total points area available to each agency. The Fire Service Rating Scale lists a large number of items (facilities and practices) that a community should have to fight fires effectively. The schedule is performance based and assigns credit points for each item. Using the credit points and various formulas, ISO then calculates a total score on a scale of 0 to 100 with 5.5 points being available as extra-credit.

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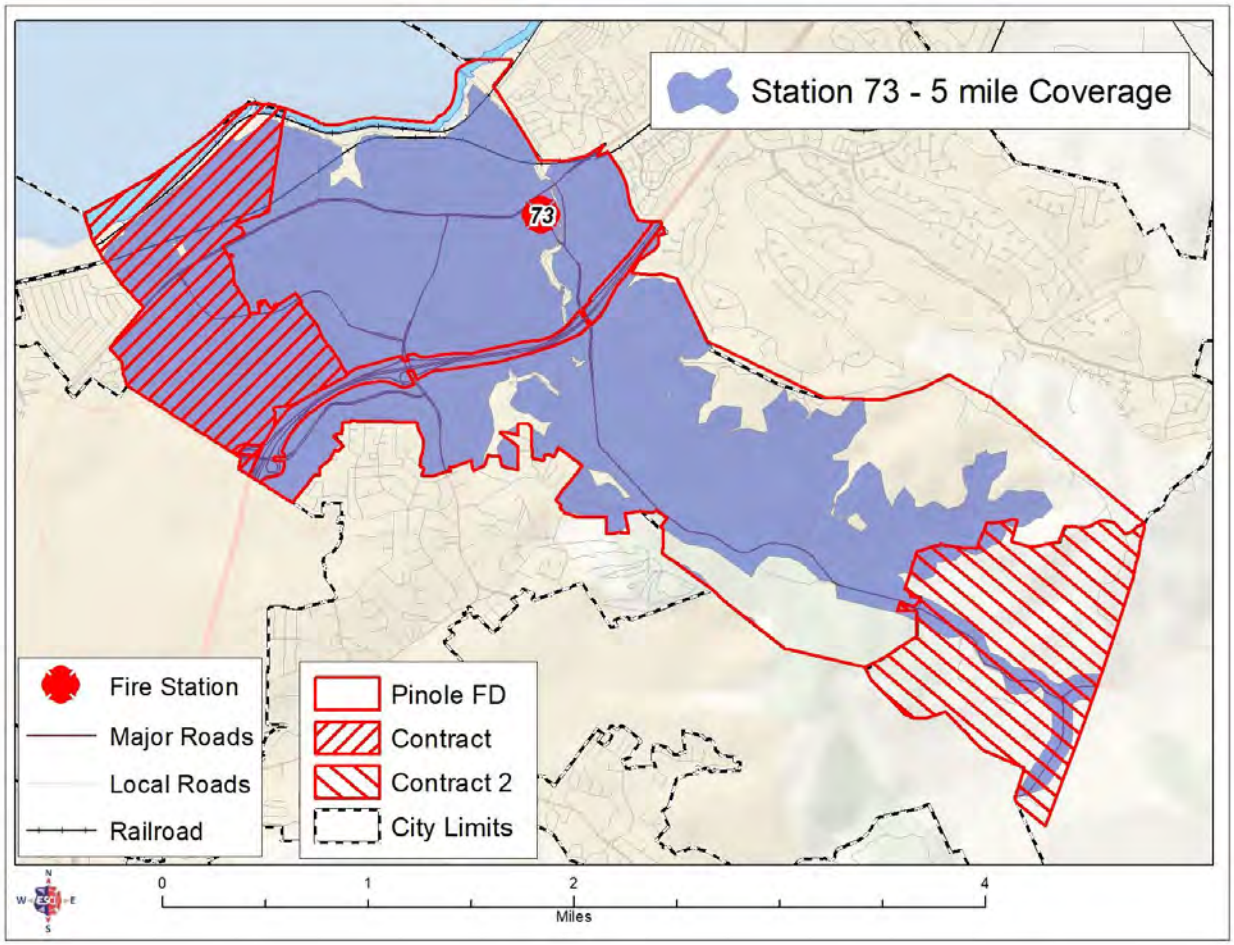
Figure 56: Pinole Fire Station 73, 5-Mile ISO Coverage



The next figure illustrates 1.5-mile coverage from PFD Station 73. ISO is concerned with the provision of fire suppression services to the built-upon areas, meaning that ISO is less concerned with the protection of unpopulated regions of a service area that lack permanent structures.

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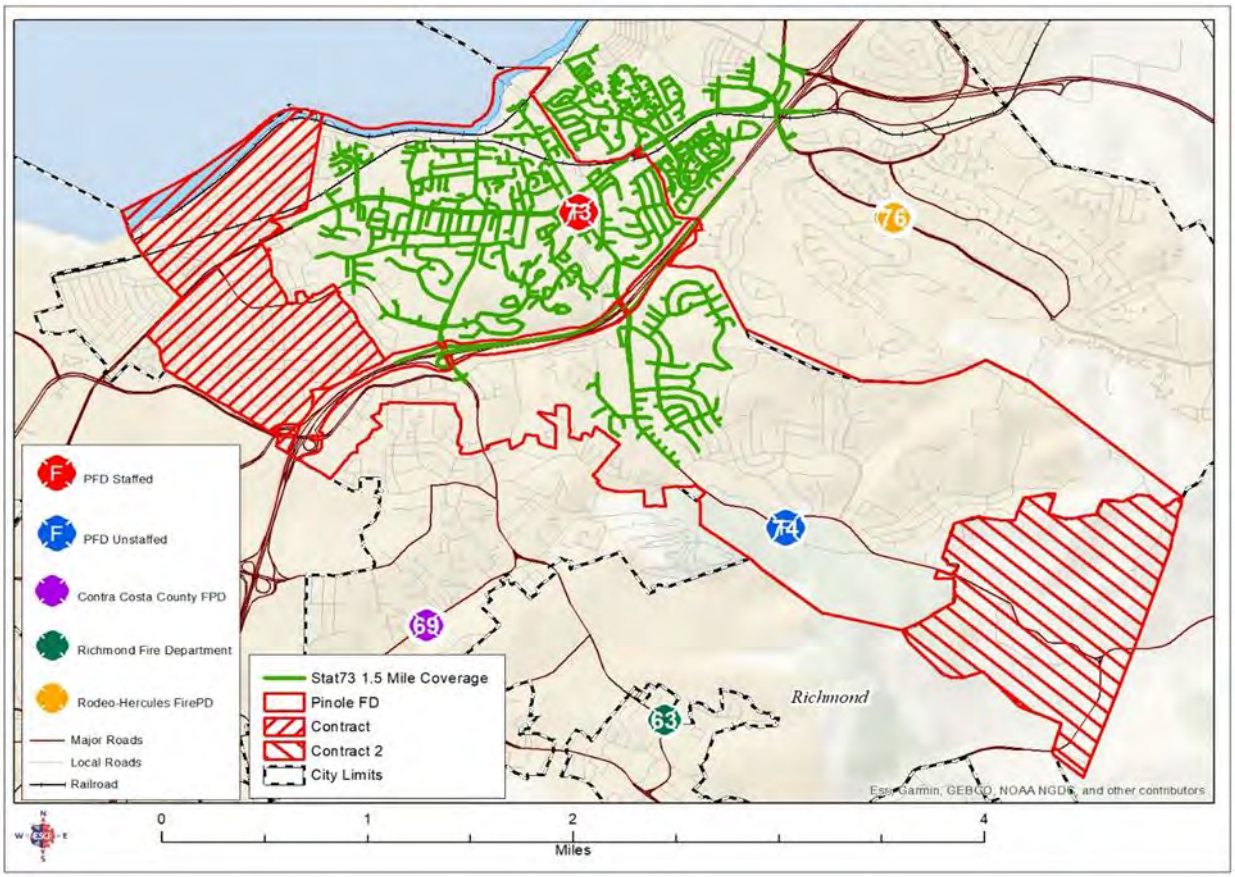
Figure 57: Fire Station 73, 1.5-Mile ISO Coverage



Much of the developed residential area in the eastern part of the city is beyond 1.5 miles of Station 73.

Like the maximum service area of engine companies shown in Figure 57, there is a maximum service area for ladder companies. The next figure illustrates the 2.5-mile maximum service area for the closest ladder company, Rodeo-Hercules FPD Station 76 for 1st Alarm and El Cerrito Station 71 for Mutual Aid.

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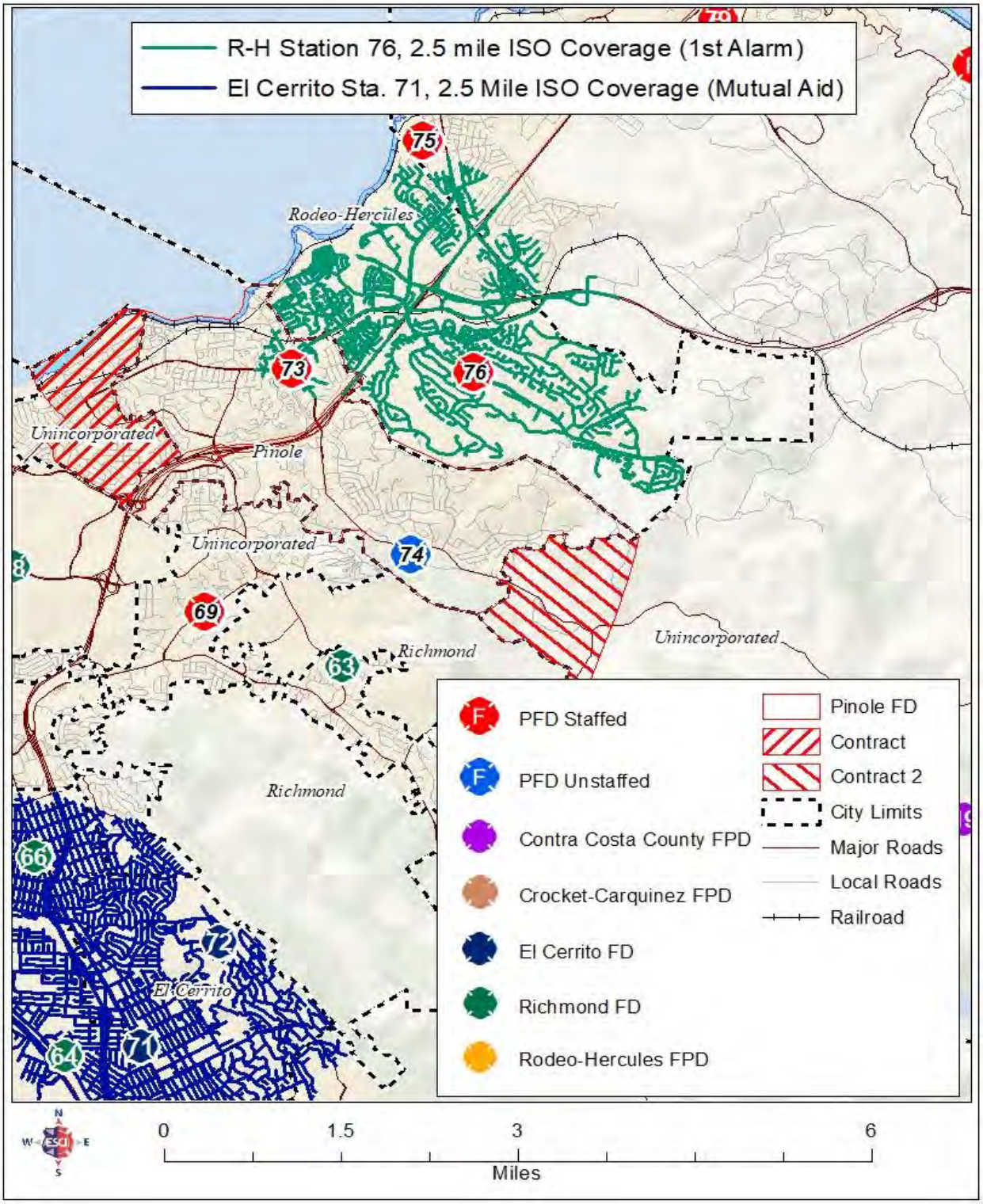
Figure 58: Fire Station Distribution, 2.5-Mile Ladder Company ISO Criteria



Neither ladder company can fully cover the PFD. RHFPD Ladder 76 extends approximately 0.5-mile into PFD, while the El Cerrito ladder would still be 4 to 5 miles away.

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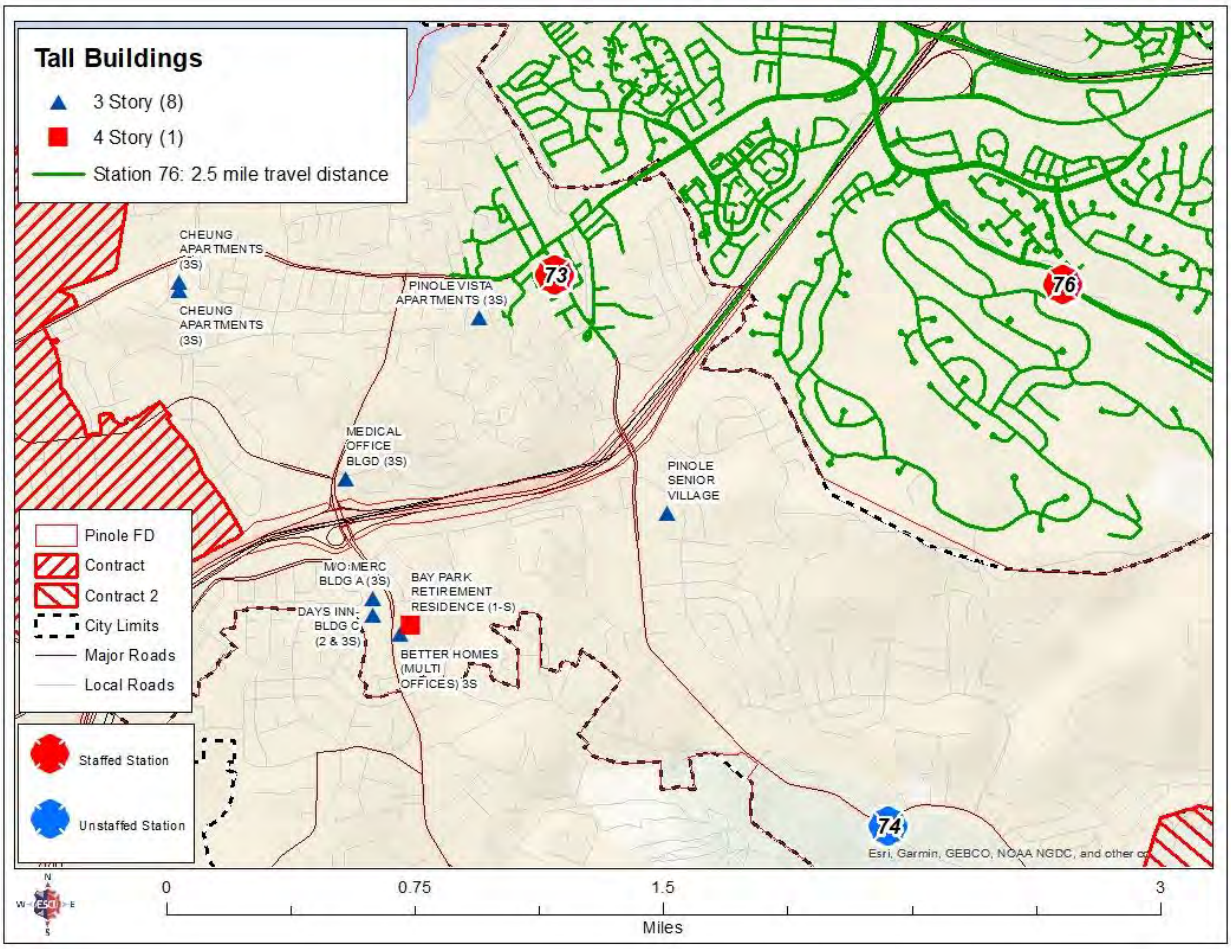
The following figure shows the 2.5-mile ISO coverage of three- and four-story buildings within the City of Pinole.

Figure 59: Detail of Station 76, 2.5 mi. ISO coverage for Pinole Three- & Four-Story Buildings



None of these taller structures are within this 2.5-mile coverage, although the Pinole Vista Apartments are a mere 300 feet further.

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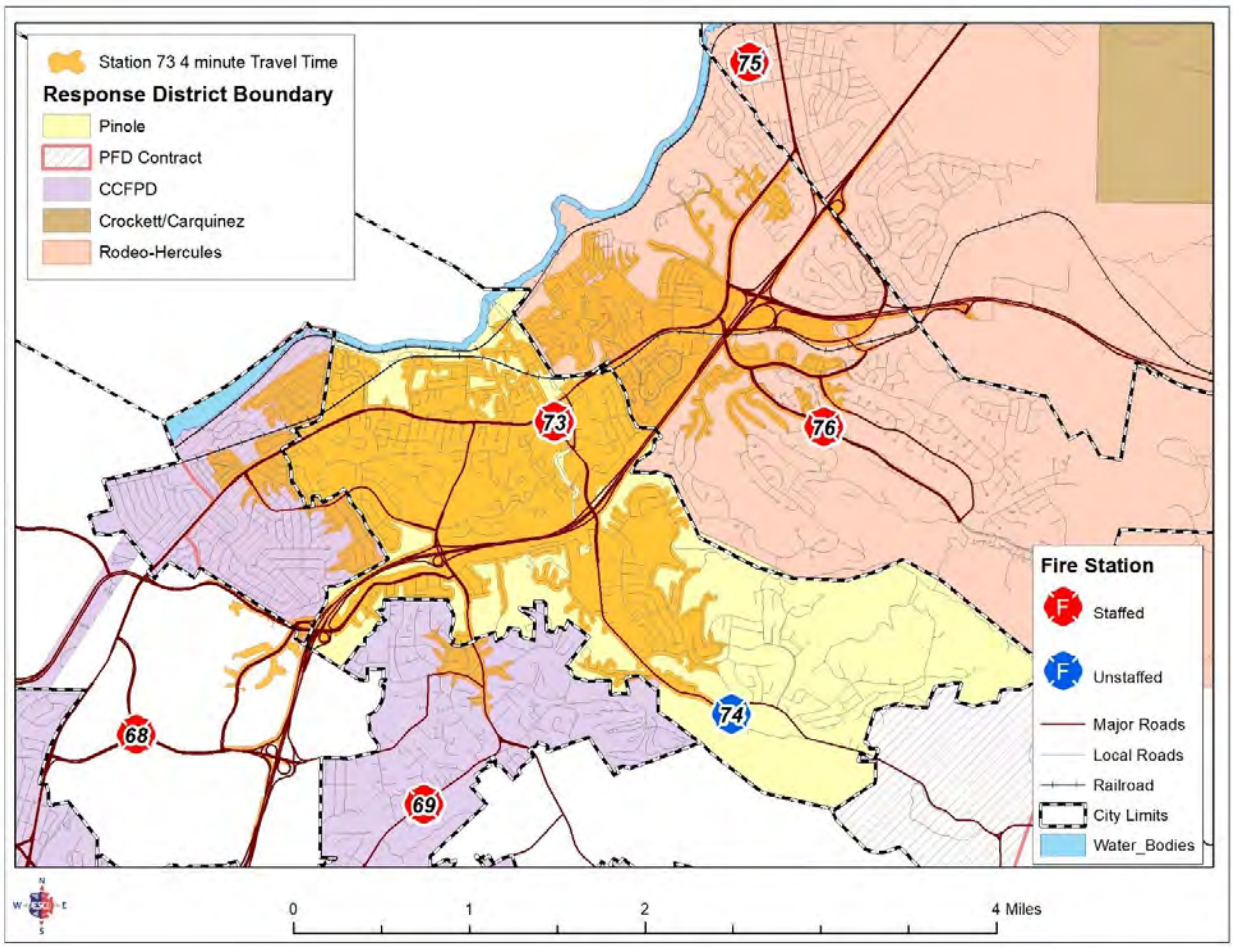
PFD Goals Distribution

While ISO criteria are focused on fire suppression activities exclusively, PFD's goals define expected performance for all response services. PFD advised ESCI to utilize NFPA standards. These standards establish a four-minute travel time objective for the arrival of the first capable response unit. This, and PFD's other response performance goals are measured using that same standard.

The following figure models four-minute travel time coverage using posted street speeds from PFD Station 73. The model travel time does not account for traffic congestion.

Figure 60: Station 73 Four-Minute Model Travel Time (Entire Response District)



A portion of the developed residential area in the southeast portion of the city is beyond the four-minute travel time footprint. The next figure shows the four-minute travel time footprint allocated to the closest station, should Station 74 be re-opened.

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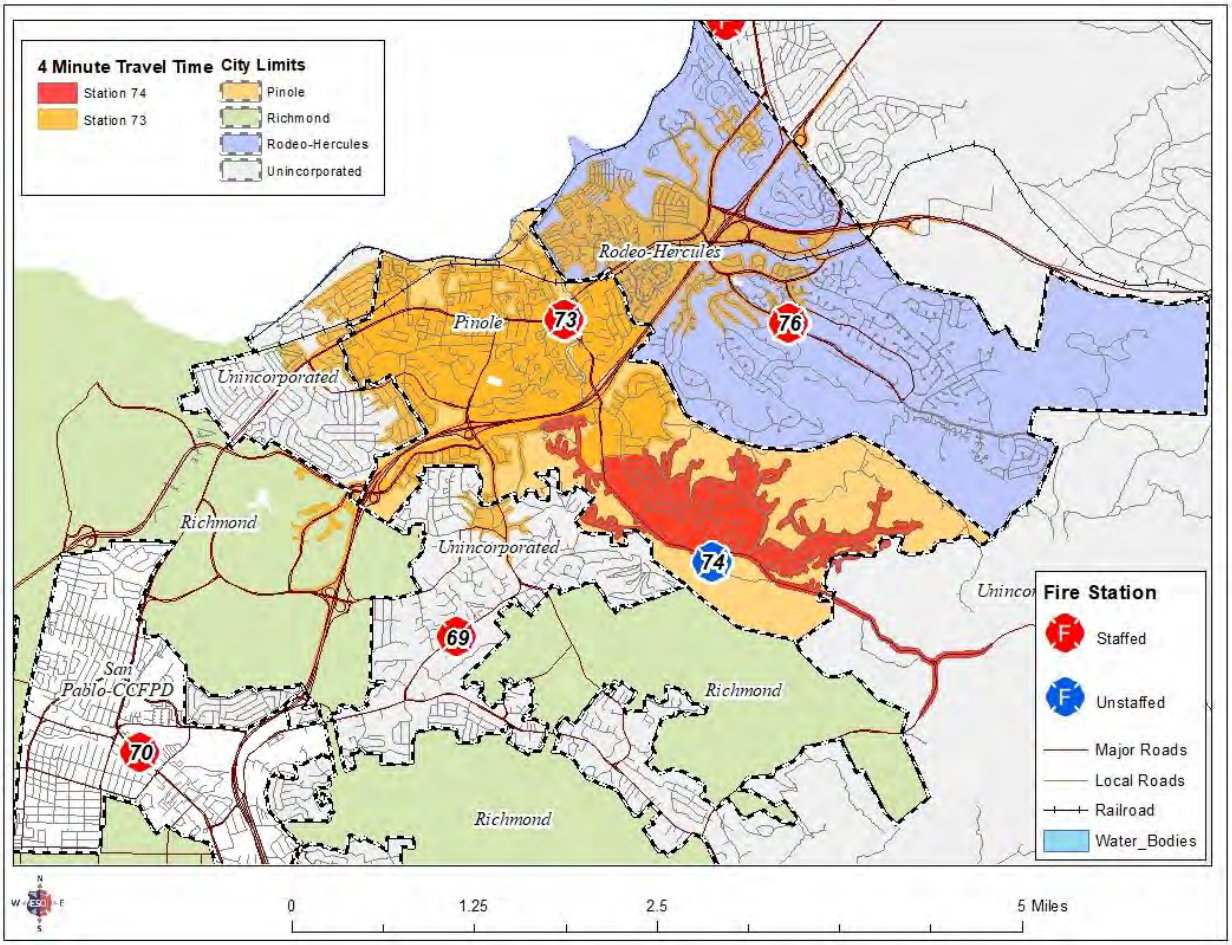
Figure 61: Station 73 & 74 Four-Minute Model Travel Time



Concentration & Effective Response Force Capability Analysis

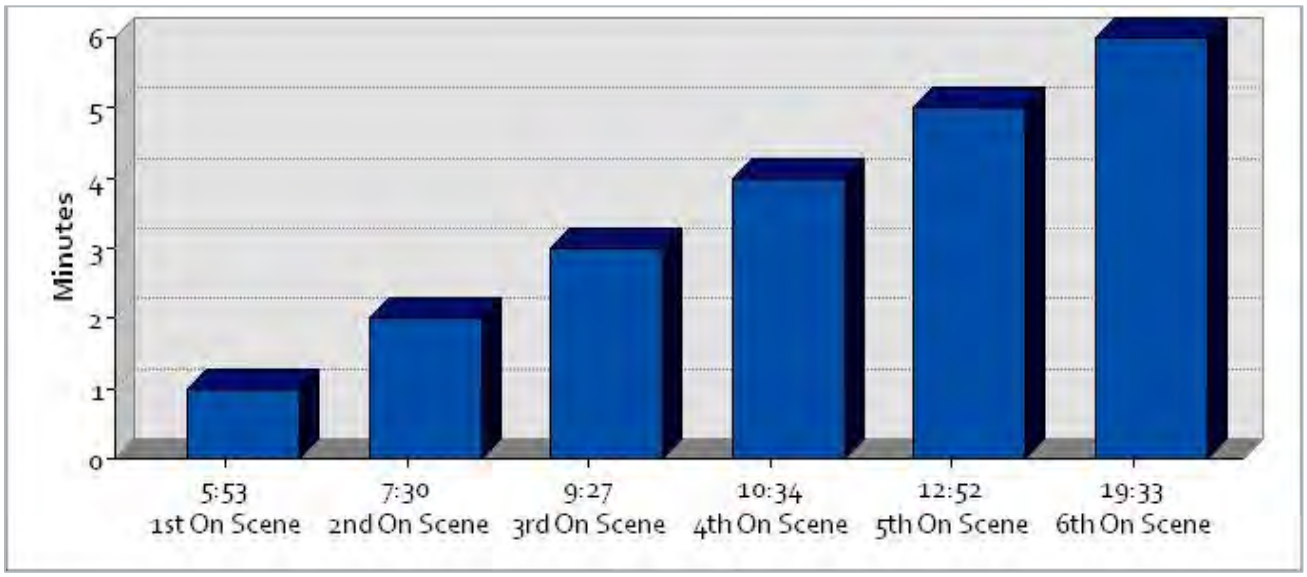
Effective Response Force (ERF) is the number of personnel and apparatus required to be present on the scene of an emergency to perform the critical tasks in a manner to effectively mitigate the incident without unnecessary loss of life or property. The ERF is specific to each type of incident and is based on the critical tasks that must be performed. Per NFPA 1710, a moderate risk building fire is modeled for this analysis.

The NFPA response time goal for the delivery of the full ERF to a moderate risk building fire is within 8 minutes, 90 percent of the time. PFD has defined the minimum full effective response force for moderate risk building fires as four fire engines, one ladder truck, and two Battalion Chiefs for a total of 21 firefighters. Eight minutes of travel time is allowed to assemble the defined, fully effective response force on the scene.

The next figure shows the ERF for the 20 structure fires that occurred in 2018, showing the 90th percentile travel time for the on-scene resources. The travel time is not cumulative, as the various resources could be traveling simultaneously. This figure includes the resources of five adjacent automatic aid stations.

Of the 20 structure fires, E73 was the first on-scene at 12 incidents (60%). E169 and E170 were the first on-scene at three incidents (15%); BC7 was the first on-scene at three incidents (15%), while E273 was first on-scene twice (10%).

Figure 62: Effective Response Force, Structure Fires, 90th Percentile, in the City of Pinole & Both Contract Areas



Engine 73 or BC7 was second on-scene at nine incidents (45%). None of the structure fire incidents achieved the 8-minute travel time standard for all apparatus arriving on-scene.

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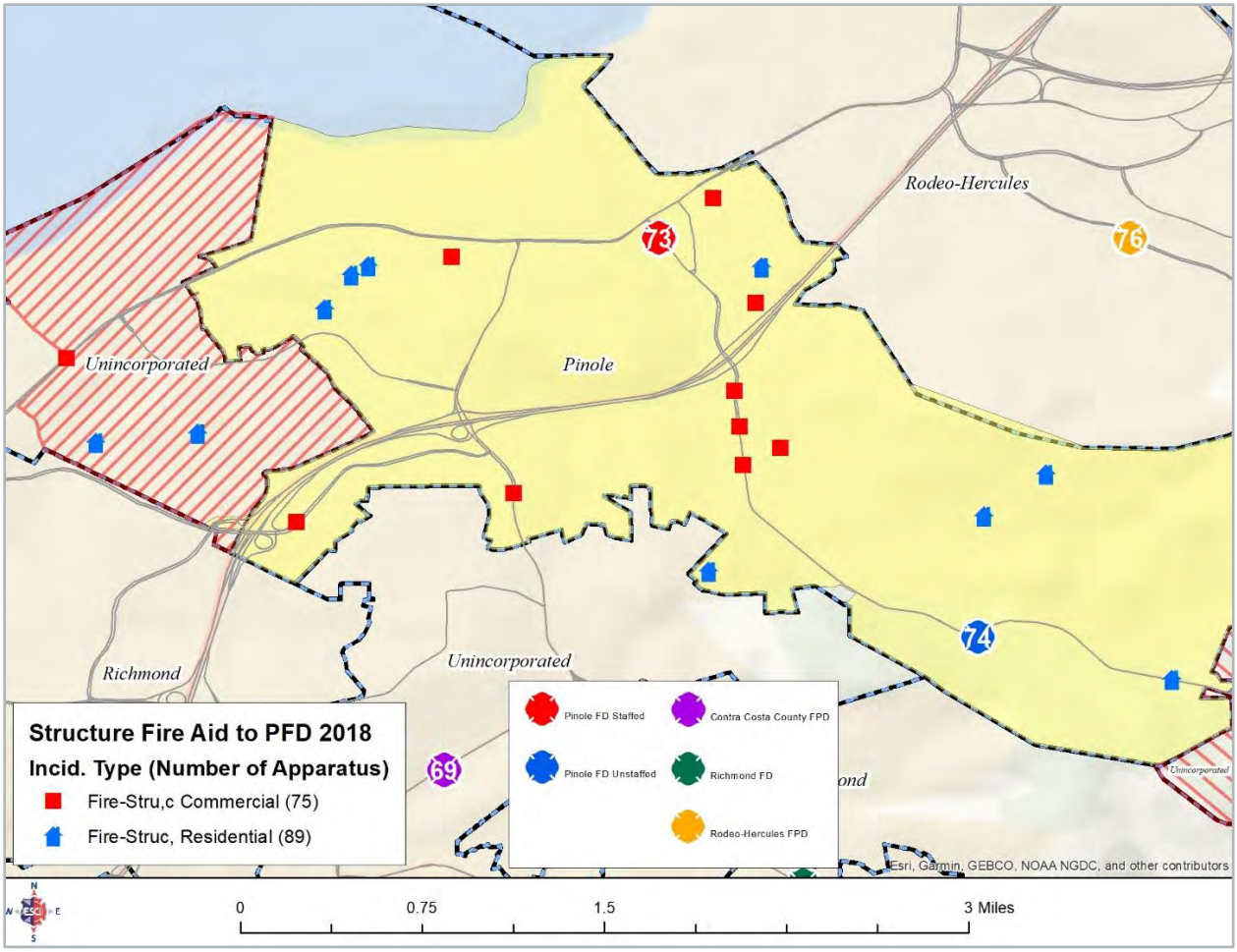
In 2018, PFD responded to 20 fires—10 commercial and 10 residential. The following figure shows the incident type and the total number of apparatus that were assigned for the year. Much of the incident data did not have timestamps for all the units assigned, possibly due to being canceled en route.

Figure 63: Structure Fire Aid to PFD, 2018



Using the data with complete arrival timestamps, there were two incidents, both residential fires, where a maximum number of firefighters on-scene were 14 or 15 firefighters, depending on how many firefighters were on the adjacent station's ladder trucks. None of the incidents achieved 21 firefighters on-scene.

Concurrency

One way to look at resource workload is to examine the number of times multiple incidents happen within the same timeframe in each station area. ESCI examined incidents during the study period to determine the frequency of concurrent events. This is important because concurrent incidents can stretch available resources and extend response times.

The following figure shows the number of times during the study period that one or more incidents occurred concurrently. This shows that in most cases (1,767), only one incident was in progress at a time. However, 568 times, there were two incidents in progress at the same time; 86 times, there were three or more incidents in progress at the same time, and once there were six incidents in progress at the same time.

Figure 64: Incident Concurrency, 2018 (By Time of Day)

Station	Incidents 9:00 a.m.–8:59 p.m.	Incidents 9:00 p.m.–8:59 a.m.	Incidents per hour 9:00 a.m.–8:59 p.m.	Incidents per hour 9:00 p.m.–8:59 a.m.
73	1,697	930	141	77

Figure 65: Incident Concurrency, 2018 (By Number of Concurrent Incidents)

City of Pinole & Both Contract Areas

Concurrent Incidents	Count
1	1,767
2	568
3	77
4	7
5	1
6	1

It is important to note that Pinole only staffs one response unit. As a result, anytime there is more than one incident, the City is dependent on outside aid.

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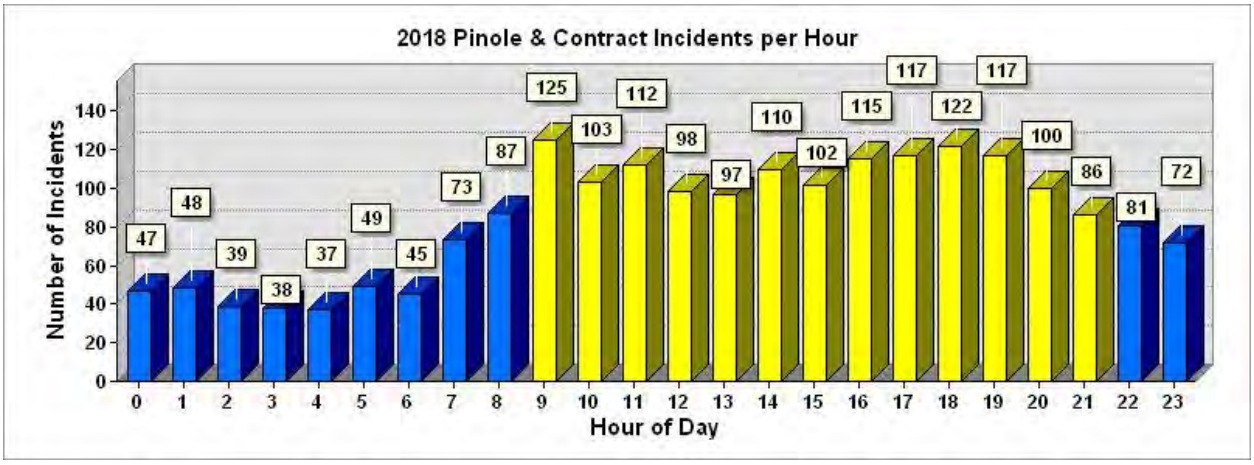
Peak workload periods occur every day of the week. The following figure illustrates the Station 73 workload by the time of day during the study period.

Figure 66: PFD Overall Incidents by Hour, 2018, Calls in the City of Pinole & Both Contract Areas



Performance Summary

Incident data for the period between January 1 and December 31, 2018, was evaluated in detail to determine PFD's current performance. Data was obtained from PFD incident reports and the dispatch center's computer-aided dispatch system.

Only incidents occurring within the PFD service area that were dispatched as a "priority" are included in the analysis. Priority incidents involve emergencies to which the fire department initiated a "code 3" (using warning lights and sirens) response (1,706 incidents during 2018). Incidents initially dispatched as non-emergency responses were excluded. Performance is reported based on the final determination of the incident type, which may be different than how it was initially dispatched. For example, a person may report smoke coming from a building that turns out to only be steam. It may have been dispatched as a structure fire, but its final type would be reported as "good intent."

Each phase of the incident response sequence was evaluated to determine the current performance. This allows an analysis of each phase to determine where opportunities might exist for improvement.

The total incident response time continuum consists of several steps, beginning with the initiation of the incident and concluding with the appropriate mitigation of the incident. The time required for each of the components varies. The policies and practices of the Department directly influence some of the steps.

ESCI compared PFD's response performance to the national consensus standard for response performance found in the NFPA 1710*: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*, 2010 Edition. ESCI compared the various primary answer points and CCRFCC performance to the PFD's goals as well as standards found in NFPA 1221: *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, 2013 Edition.

The following figure summarizes the performance standards found in the National Fire Protection Association (NFPA) documents.

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Figure 67: Summary of NFPA Performance Standards

Incident Interval	Performance Goal
911 call answer time (time from the first ring to answer)	Within 15 seconds, 95% of the time Within 40 seconds, 99% of the time
Call transfer time (time from the answer to acceptance at the secondary dispatch center)	Within 30 seconds, 95% of the time
Call process time (time from acceptance at the dispatch center until notification of response units)	Within 70 seconds, 90% of the time
Turnout time (time from notification of response personnel until the initiation of movement towards the incident)	Within 60 seconds, 90% of the time
First unit travel time (time from initiation of response until the arrival of the first unit at the incident)	Within 4 minutes, 90% of the time
First unit response time (time from dispatch until the arrival of the first unit at the incident)	Within 5 minutes, 90% of the time
Full effective response force travel time (time from dispatch until all units initially dispatched arrive at the incident. Response resources needed for a moderate risk building fire are used for the evaluation.)	Within 8 minutes, 90% of the time

In keeping with NFPA 1710 and 1221, all response time elements are reported at a given percentile. Percentile reporting is a methodology by which response times are sorted from least to greatest, and a "line" is drawn at a certain percentage of the calls to determine the percentile. The point at which the "line" crosses the 90th percentile, for example, is the percentile time performance. Thus, 90 percent of times were at or less than the result. Only 10 percent were longer.

Percentiles differ greatly from averages. Averaging calculates response times by adding all response times together and then dividing the total number of minutes by the total number of responses (mean average). Measuring and reporting average response times is not recommended. Using averages does not give a clear picture of response performance because it does not clearly identify the number and extent of events with times beyond the stated performance goal.

What follows is a detailed description and review of each phase of the response time continuum. All phases will be compared to the NFPA performance goals.

Call Processing

Most emergency incidents are reported by telephone to the 911 center. Call takers must quickly elicit accurate information about the nature and location of the incident from persons who are apt to be excited. A citizen well-trained in how to report emergencies can reduce the time required for this phase. The dispatcher must identify the correct units based on incident type and location, dispatch them to the emergency, and continue to update information about the emergency while the units respond. This phase begins when the 911 call is answered at the primary Public Safety Answer Point (PSAP) and ends when response personnel are notified of the emergency. This phase, which has two parts, is labeled "call processing time."

NFPA 1221 recommends that 911 calls be answered within 15 seconds, 95 percent of the time (within 40 seconds, 99 percent of the time) and then be transferred to the dispatch center within 30 seconds, 95 percent of the time (within 40 seconds, 99 percent of the time). None of the primary PSAPs provided information necessary to quantify current performance at this time.

The second part of call processing time, dispatch time, begins when the call is received at the dispatch center (CCRFCC) and ends when response units are notified of the incident. PFD's goal prescribes that this phase should occur within 70 seconds, 90 percent of the time.

The following figure illustrates performance by CCRFCC from the time it receives the call until it notifies response units. Overall performance was 2 minutes, 15 seconds, 90 percent of the time.

Figure 68: CCRFCC Dispatch Time Performance, Calls in the City of Pinole & Both Contract Areas

Incident Type	Processing Time
EMS	0:02:25
Fire	0:01:57
Other	0:01:47
All Types	0:02:15

Turnout Time

Turnout time is a response phase controllable by the fire department. This phase begins at the notification of an emergency in progress by the dispatch center and ends when personnel and apparatus begin to move towards the incident location. Personnel must don appropriate equipment, assemble on the response vehicle, and begin travel to the incident. Good training and proper fire station design can minimize the time required for this step.

The NFPA performance goal for turnout time is within 90 seconds, 90 percent of the time. The following figure lists turnout time for all incidents as well as specific incident types.

Figure 69: PFD Turnout Time Performance, Calls in the City of Pinole & Both Contract Areas

Incident Type	Turnout Time
EMS	0:00:53
Fire	0:02:15
Other	0:01:36
All Types	0:01:28

Turnout time for all incidents is within 1 minute, 28 seconds, 90 percent of the time, meeting their performance goal. The turnout time for fire incidents is above the performance goal.

Distribution and Initial Arriving Unit Travel Time

Travel time is potentially the longest of the response phases. The distance between the fire station and the location of the emergency influences response time the most. The quality and connectivity of streets, traffic, driver training, geography, and environmental conditions are also factors. This phase begins with the initial apparatus movement towards the incident location and ends when response personnel and apparatus arrive at the emergency's location. Within the NFPA goal, 4 minutes is allowed for the first response unit to arrive at an incident.

PFD and automatic aid units are selected for the response to an incident based on a calculation by the dispatch computer system to determine the unit that will have the shortest travel time. This method ensures the shortest possible travel times.

The following figure lists travel time for all priority incidents, as well as specific incident types, for all units responding to the City of Pinole and the two contract areas.

Figure 70: Travel Time Performance, First Arriving Unit, Incidents in the City of Pinole & Both Contract Areas

Incident Type	90% Percentile Travel Time
EMS	0:07:45
Fire	0:08:01
Other	0:07:55
All Types	0:07:45

Overall, travel time for all incidents within the city for all responding units is within 7 minutes, 45 seconds, 90 percent of the time. This does not meet the performance objectives. It is unknown what causes the lengthy travel time, whether it is congested traffic, traffic signal timing, or steep terrain issues.

Travel Time Performance by Region

Travel time performance by region is variable and influenced by a number of factors, including individual station area workload and the number of times a station must cover another station's area. Additional factors include the size of the station area and the street system serving it. More highly connected, grid-patterned street systems contribute to faster response times than do areas with meandering streets with numerous dead-ends.

The following figure evaluates travel time performance by sub-area using Inverse Distance Weighting analysis (IDW). This process uses travel time for known points (actual incidents) to predict travel time for the area surrounding the actual incident. Better performance is generally noted near fire stations, with progressively longer response times for those incidents more distant from the stations.

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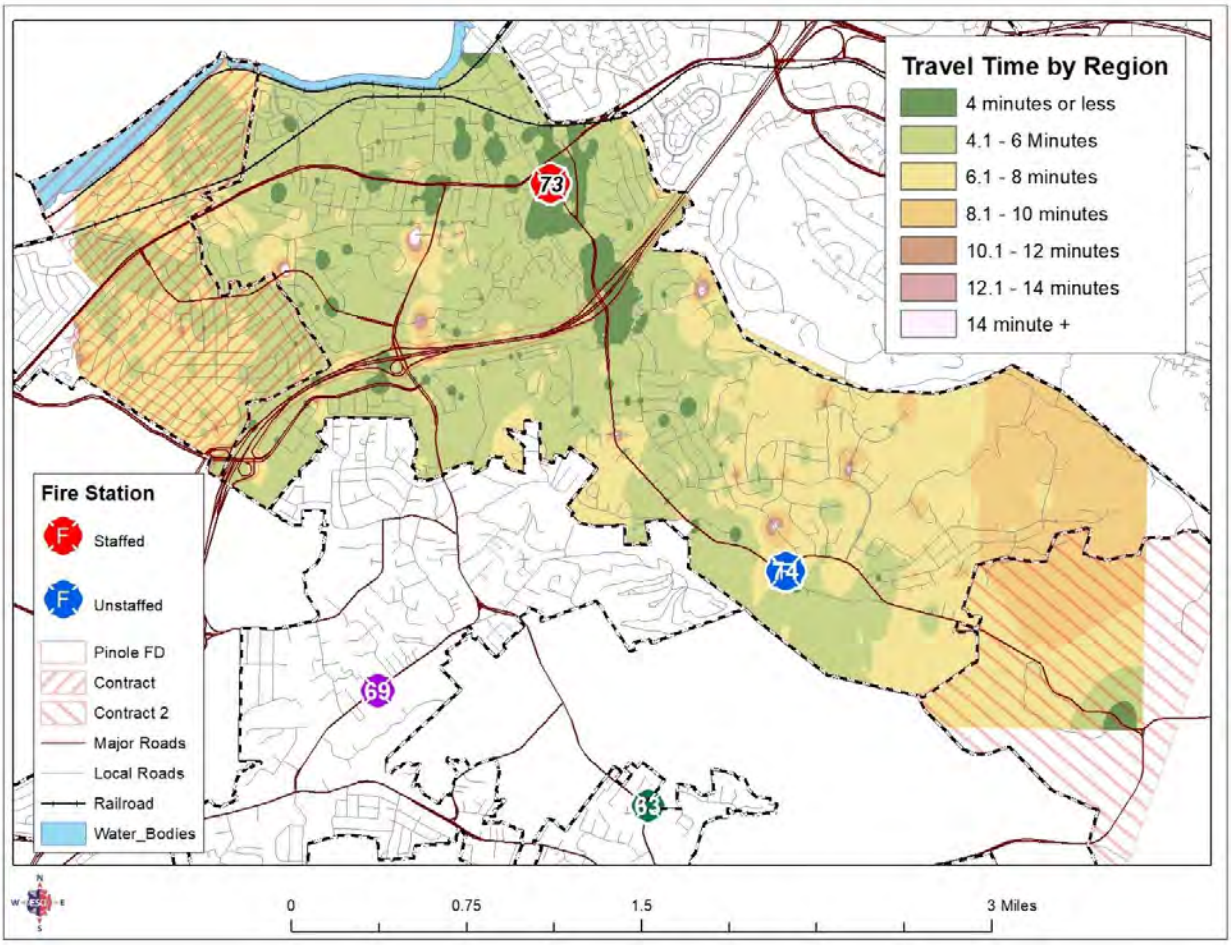
Figure 71: Actual Travel Time Performance by Region, Calls in the City of Pinole & Both Contract Areas



The four-minute travel time objective is generally met near the fire station, with progressively longer travel times at further distances. The pockets of 10 to 12-minute travel times near the station do correspond to hilly locations with many turns to reach the interior of a neighborhood.

First Arriving Unit Response Time

Response time is defined as that period between the notification of response personnel by the dispatch center that an emergency is in progress until the arrival of the first fire department response unit at the emergency. When turnout time and travel time are combined, the NFPA performance goal for response time is within 5 minutes, 90 percent of the time.

The following figure illustrates the response time for all priority incidents as well as specific incident types during 2018.

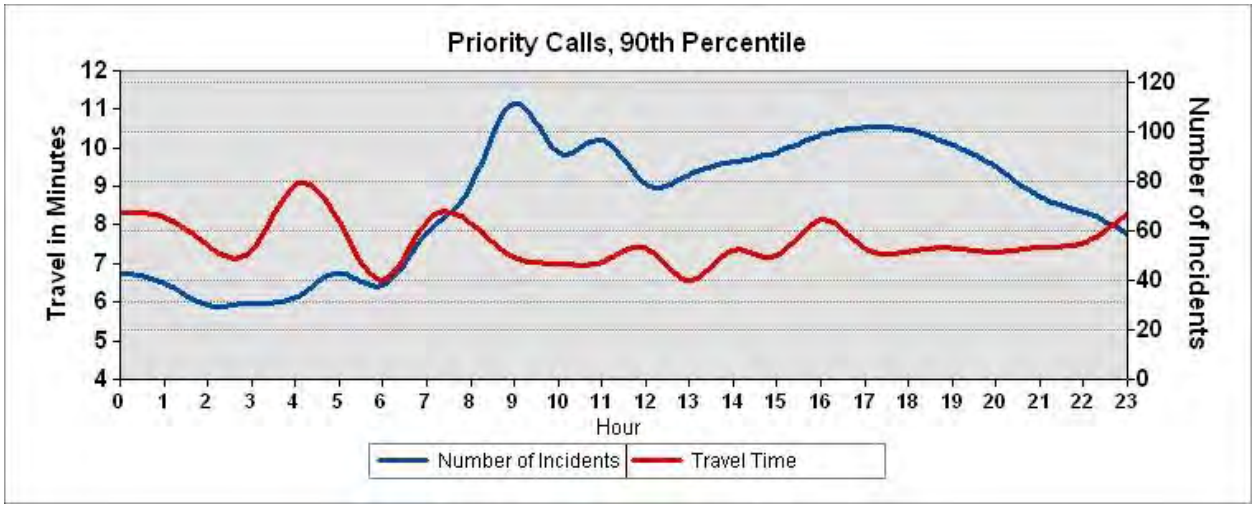
Figure 72: Response Time Performance, First Arriving Unit, Calls in the City of Pinole & Both Contract Areas

Incident Type	Time
EMS	00:08:11
Fire	00:09:32
Other	00:08:37
All Types	00:08:17

Overall, response time for all priority incidents was within 8 minutes, 17 seconds, 90 percent of the time.

The following figure represents the number of calls in 2018, where the travel time was greater than 4 minutes. There are notable spikes at the commute hours, 7 to 9 a.m. and again from 5 to 8 p.m.

Figure 73: PFD Number of Calls Over a Four-Minute Travel Time by the Incident Hour, Calls in the City of Pinole & Both Contract Areas



First Arriving Unit Received to Arrival Time

From the customer's standpoint, response time begins when the emergency occurs. Their first contact with emergency services is when they call for help, usually by dialing 911. Received to arrival time combines answer/transfer, call processing, turnout, and travel time. As described in the "Call Processing" discussion in this section, data for call answer and transfer time is not available. The time the call was "received" will either be the actual answer time for calls created by PSAPs other than CCRFCC or the time CCRFCC received the call transferred by another agency. When the PFD performance goals are combined, received to arrival time should be within 6 minutes, 90 percent of the time.

The next figure shows received to arrival performance during 2018 at the 90th percentile for priority incidents within the PFD service area. Overall, received time to arrival time is within 9 minutes, 55 seconds, 90 percent of the time.

Figure 74: Received to Arrival Time, First Arriving Unit Calls in the City of Pinole & Both Contract Areas

Incident Type	Time
EMS	00:10:00
Fire	00:10:30
Other	00:09:33
All Types	00:09:55

Second Unit Arrival Time

The PFD fire engine is staffed with three personnel. Safety regulations require that at least four firefighters be on scene before firefighters can enter a burning building. The only exception is if it is known that a person is inside the building and needs to be rescued. Current staffing levels at PFD require the arrival of a second response unit before non-rescue interior firefighting activities can be initiated.

Incident data for building fires during the study period were analyzed to determine the time the second response unit arrived on the scene. The data indicated that the second unit arrived on the scene of a structure fire within 6 minutes, 45 seconds, 90 percent of the time.

The dispatch data uses a priority coding system for incidents, as shown in the following figure.

Figure 75: CCRFCC Priority Codes

Priority	Description
1	P1 Emergency
2	P2 Emergency
3	P3 Urgent
4	P4 Routine
5	P5 Non-Emergency
6	P6 Non-Emergency
7	P7 Triage status that should be updated to another priority during call taking.
8	P8 No Response
9	P9 Test

Priority 1–4 are Code 3, "lights/sirens." All other priorities are Code 2, no lights/sirens.

The following figure shows the 2018 incidents within the City of Pinole and the two contract areas where adjacent fire agencies were dispatched. There were 3,860 dispatch requests for aid from adjacent fire agencies. This number reflects the dispatch of multiple units not the total number of calls.

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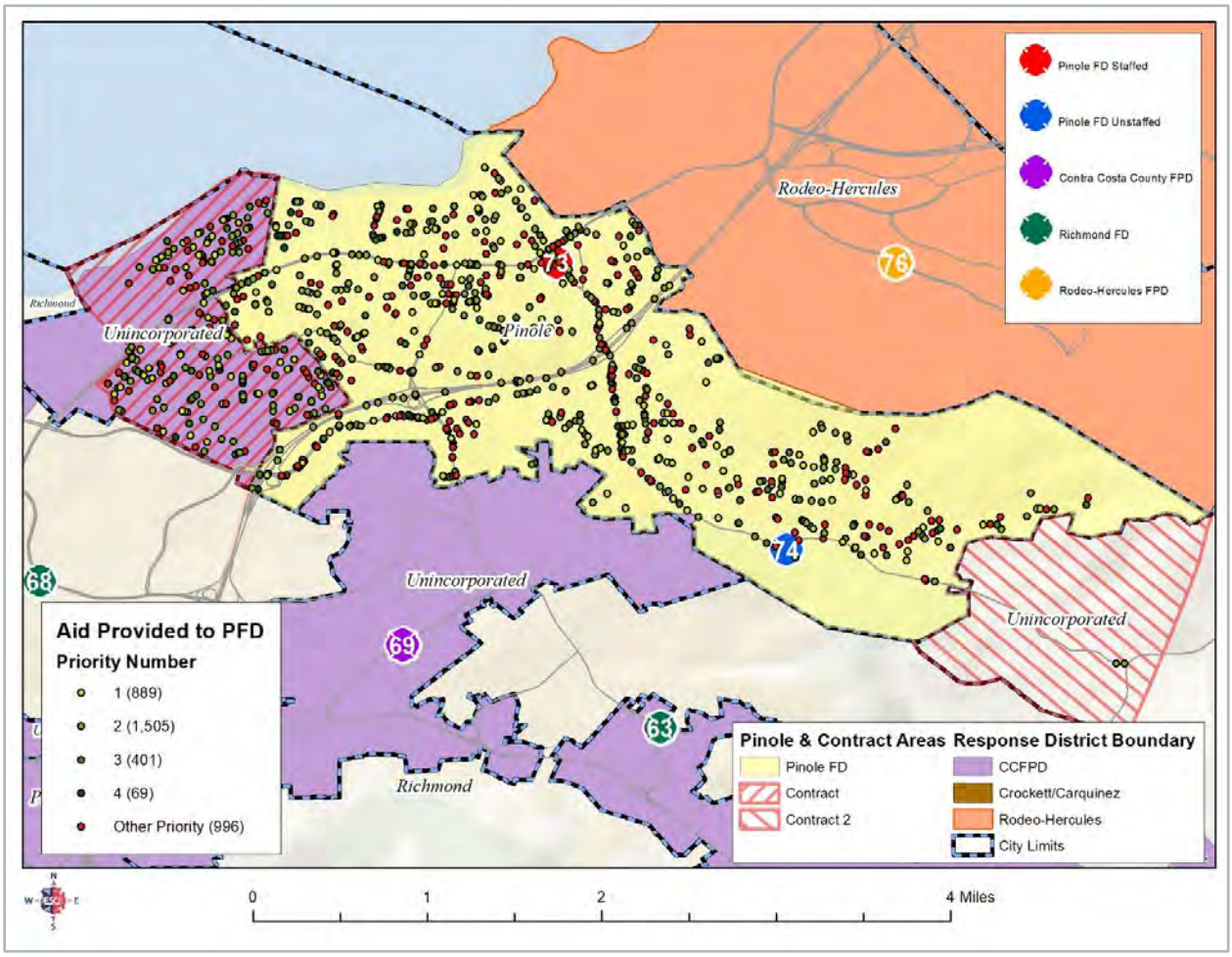
Figure 76: Dispatched Aid for PFD, Calls in the City of Pinole & Both Contract Areas



Of those 3,860 requests, 940 incidents did not have a timestamp for "Arrived on Scene"—perhaps these units were canceled en route. The adjacent fire agency units that responded to the remaining 2,920 incidents are shown in the following figure.

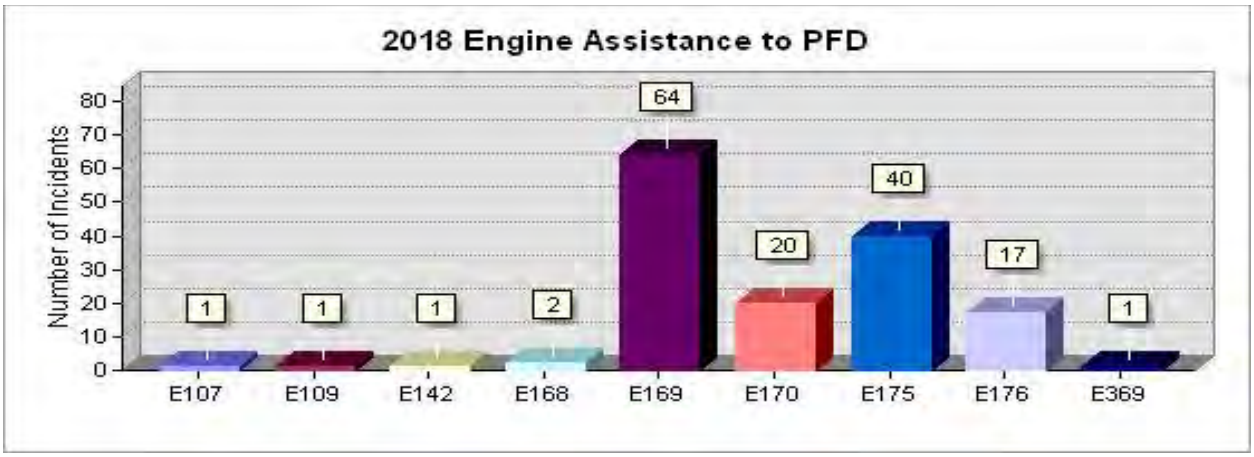
Figure 77: Adjacent Fire Agency Assistance, *PFD available*

Unit	# of Requests	Unit	# of Requests	Unit Name	# of Requests
E169	124	E163	2	E1676	1
Q176	82	E168	2	E369	1
E175	52	E178	2	E372	1
E176	20	E375	2	E376	1
E170	12	E378	2	E379	1
R369	8	1122	1	HM21	1
SQ70	7	BC4	1	HM4	1
BC71	5	E107	1	T114	1
BC64	2	E142	1	USCG	1

In 2018, 27 different fire agency units responded to PFD, while PFD was available. CCFPD Station 69's engine was the most frequent responding engine at 124 requests.

On occasion, the engine from Station 73 was not available to respond to an incident as it had not been cleared from a previous incident. Available engines from the adjacent agencies were dispatched to the City of Pinole and the two contract areas in their stead. The following figure shows the frequency of adjacent agencies' assistance.

Figure 78: Adjacent Fire Agency Engine Assistance, *PFD not available*



Again, the engine from CCFPD Station 69 was the most frequent responder when E73 was not available, followed by the engine from Rodeo-Hercules Station 75.

The adjacent agencies' engines were dispatched to a variety of incident types, as the next figure shows.

Figure 79: Incident Types; *PFD not available*

Incident Type	Number of Incidents
5150 PD Request	2
EMS—Alpha (Fall)	1
EMS—Alpha *Code 2	4
EMS—B Ltd	2
EMS—Bravo	12
EMS—Charlie	31
EMS—Delta	39
EMS—Echo	1
EMS—Richmond	2
EMS—Alpha Code 2 With Engine	2
EMS—Medical Emergency	1
Fire—Veh Large	3
Fire Alarm—Commercial	6
Fire Alarm—Residential	7
Fire Exterior	2
On View	4
Single Engine C2	2
Single Engine C3	5
Veh Accident Motorcycle	4

The most frequent type of incident of the adjacent fire agencies' response was a variety of EMS incidents.

The following information relates to codes utilized for EMS calls shown in Figure 79.

Figure 80: List of Common Emergency Medical Dispatch (EMD) Codes Used by Most Dispatch Agencies in the United States

Code	Type	BLS/ALS	Emergency Status
Alpha	Non-Life-Threatening	Basic Life Support	Non-Emergency
Bravo	Possibly Life-Threatening	Basic Life Support	Emergency
Charlie	Life-Threatening	Advanced Life Support	Emergency
Delta	Serious Life Threat	Advanced Life Support	Emergency
Echo	Life Status Questionable	Closest Available (Multiple Resources Sent)	Emergency
Omega "Ω"	Public Assist Only	Basic Life Support	Non-Emergency

FUTURE SYSTEM DEMAND PROJECTIONS

The City provided a population forecast. Future population growth for Pinole is forecast to average 0.79 percent per year through 2050. Using this estimate, the city's population could reach 22,228 by 2050. This projection is based on historical growth. Future growth projections have not been available from other sources. It is unlikely that actual projections will differ much unless city zoning density increases occur.

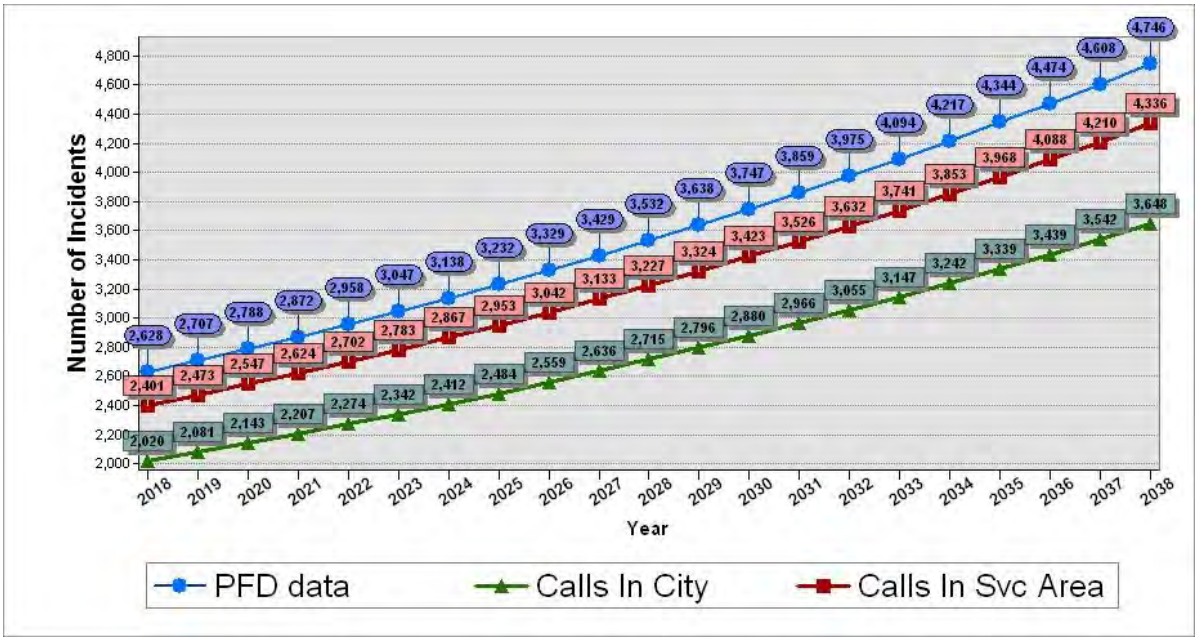
Incident Workload Projection

The most significant predictor of future incident workload is population and historical call volume; 100 percent of requests for emergency medical service is people driven. The National Fire Protection Association reports that approximately 70 percent of all fires are the result of people either doing something they should not have (i.e., misuse of an ignition source) or not doing something they should have (i.e., failure to maintain equipment). It is reasonable to use forecast population growth to predict future fire department response workload.

The current department services utilization rate is 110 incidents per 1,000 population; the PFD has a higher than the regional median number of calls per 1,000 population but slightly lower than the urban high range.

The utilization of fire department services is expected to grow modestly over time at a rate of about 3 percent per year based on the nine years of historical incident data. This, plus expected population growth, will increase the PFD's workload, as shown in the following figure. Response workload could reach approximately 4,300 responses per year by 2038, driven primarily by requests for emergency medical care. Figure 81 utilizes three data sets to provide response forecasts. PFD data is based on the fire department's fire records management system. "Calls in the City" used call history within the city limits, and "Calls in the Service Area," used data from within the city limits and the contract areas.

Figure 81: Response Forecast, 2018–2038



Community Risk Factors

This section analyzes risks that are present within the study area that potentially threaten people and property. These risks are identified to assist the study area agency in planning where to locate response resources in the types and numbers necessary to effectively respond to likely emergencies. While not all hazards of individual occupancies can be considered—that is beyond the scope of the study—there are risks that seem to be relevant to the area. ESCI recommends that the department be aware of and rate the hazard and risks in terms of frequency and severity within the jurisdiction.

The City of Pinole fire service area has many risks, including the shoreline, a significant wildland interface, underground pipelines, a freeway, and a railroad. The arrangement of the service area is constrained by topography such that few areas have grid coverage from the Pinole Fire Station and neighboring automatic aid from other fire departments. Due to this configuration, the response is funneled through gateways at the foot of each valley. Significant challenges and risks exist in the City of Pinole.

The following figure represents a method of identifying and analyzing risks within Pinole. This figure should be reviewed annually by department leadership with the goal of improvement through the continuous re-evaluation of the risks facing the city.

Figure 82: Risk Identification and Analysis Process[1]

Step	Action
Hazard Identification	Identify hazards.
	What is the probability this hazard will occur?
	Is this hazard a significant threat to your jurisdiction?
	Approximately how often does this hazard occur in your jurisdiction?
Vulnerability Assessment	For each hazard identified in the hazard identification process, consider each of the five factors. Factor 1: Danger/Destruction/Personal harm Factor 2: Economic Impacts Factor 3: Environmental Impacts Factor 4: Social Impacts Factor 5: Political Considerations
	Score the vulnerability of this hazard.
	Reconsider the priority of each hazard based on vulnerability.
Risk Rating Score	Risk Rating = Probability[2] X Vulnerability[2]

[1] Adapted from the Community Risk Reduction Model, United States Fire Administration, National Fire Academy
[2] Probability and Vulnerability are rated as 3 = High, 2 = Moderate, 1 = Low

The fire service assesses the relative risk of properties based on several factors: the service area population and population density, the demographics of the population, local land use and development, and the geography and natural risks present within the community. These factors affect the number and type of resources (both personnel and apparatus) necessary to mitigate an emergency. Properties with high fire and life risk often require greater numbers of personnel and apparatus. Therefore, staffing and deployment decisions should be made with consideration to the level of risk within the geographic sub-areas of a community.

Overall Geospatial Characteristics

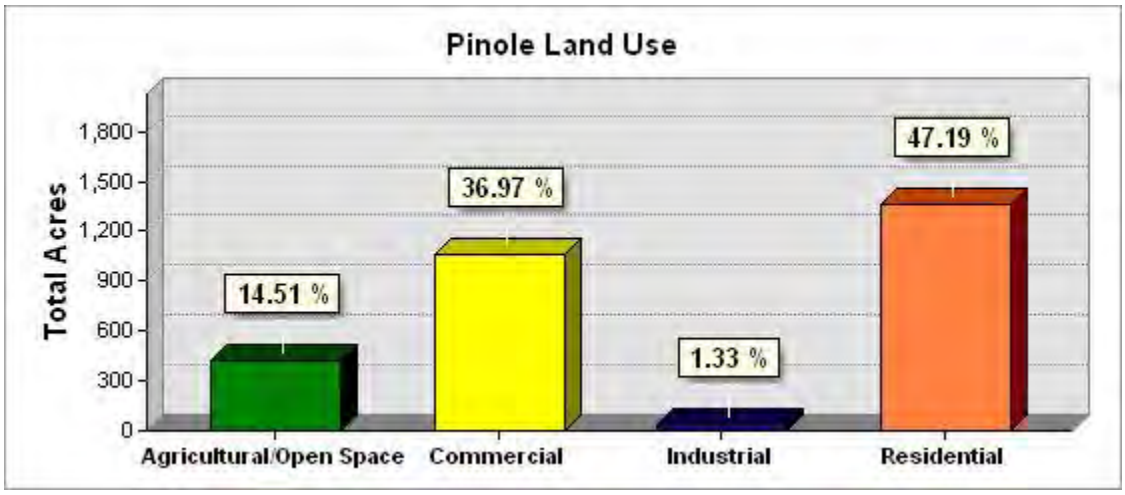
The following community risk assessment has been developed based on intended land uses as described in the zoning designations of the study area. The following figure translates zoning to categories of relative fire and life risk.

Figure 83: Translation of Zoning to Relative Risk Categories

Relative Risk Category	Zoning
Low Risk	Areas zoned and used for agricultural purposes, open space, and very-low-density residential use.
Moderate Risk	Areas zoned for medium-density single-family properties, small commercial and office uses, low-intensity retail sales, and equivalently sized business activities.
High Risk	Areas zoned for Higher-intensity business districts, mixed-use areas, high-density residential, industrial, warehousing, and large mercantile centers.

The following shows the relative percentages of zoning in the City of Pinole.

Figure 84: Pinole Zoning Percentages



The following figure illustrates the distribution of the current zoning classifications in the City of Pinole. By acreage, nearly half of the City of Pinole is residential, and 1/3 is zoned commercial. The current zoning data was undergoing review as some of the parcels were without a zoning code, i.e., the white areas within the city. Some of these are likely "Commercial" due to their proximity to existing commercial zoning.

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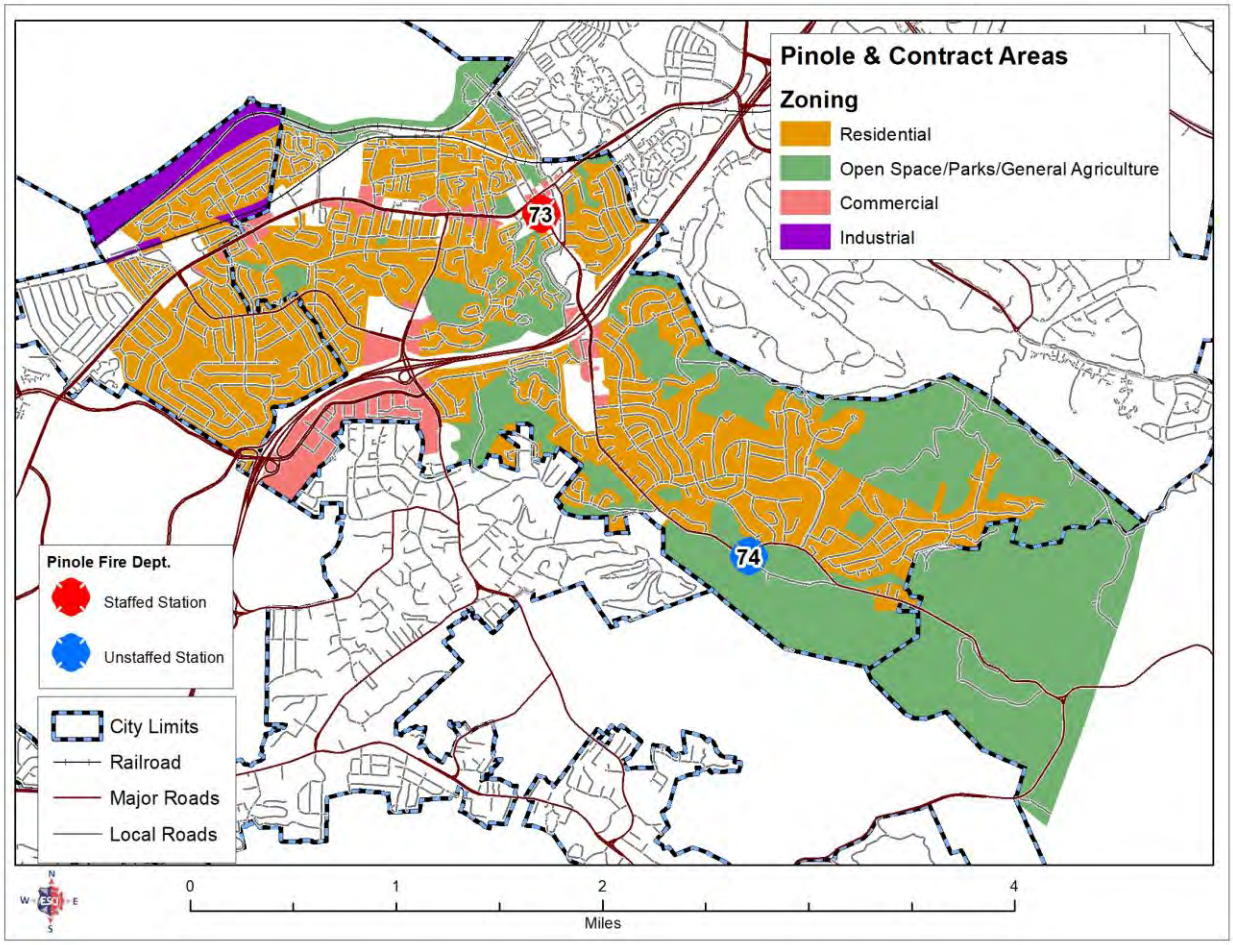
Figure 85: Pinole & Contract Area's Current Zoning



Geographic & Weather-Related Risks

The number and frequency of federal disaster declarations affecting Pinole paint a picture of the risks that natural hazards pose to the region. The next figure is a summary of federal disaster declarations that have occurred in Contra Costa County:[16]

- Between 1969 and 2017, Contra Costa County has received 14 presidential disaster declarations and two emergency declarations.
- These events are important to consider in establishing recurrence intervals for hazards of concern.

Figure 86: Summary of Federal Disaster Declarations in Pinole by Type, 1965–2017

Type of Event	Declaration Date	FEMA Disaster #
Severe Winter Storms, Flooding, Mudslides	4/1/2017	DR-4308
Severe Winter Storms, Flooding, and Mudslides	3/16/2017	DR-4305
Severe Storms, Flooding, and Mudslides	2/14/2017	DR-4301
Severe Storms, Flooding, Mudslides, and Landslides	2/3/2006	DR-1628
Severe Winter Storms and Flooding	2/9/1998	DR-1203
Severe Storms, Flooding, Mud and Landslides	1/4/1997	DR-1155
Severe Winter Storms, Flooding Landslides, Mud Flow	3/12/1995	DR-1046
Severe Winter Storms, Flooding, Landslides, Mud Flows	1/10/1995	DR-1044
Severe Winter Storm, Mud and Land Slides, and Flooding	2/3/1993	DR-979
Loma Prieta Earthquake	10/18/1989	DR-845
Severe Storms and Flooding	2/21/1983	DR-758
Coastal Storms, Floods, Slides, and Tornadoes	2/9/1983	DR-677
Severe Storms, Flood, Mudslides, and High Tide	1/7/1982	DR-651
Torrential Rain, High Tide, and Winds	2/1/1980	EM-3078
Drought	1/20/1977	EM-3023
Severe Storms and Flooding	1/26/1969	DR-253

EM = Emergency Declaration; DR = Disaster Declaration

From a planning perspective, there are several weather-related risks of concern to the study area, as noted in the previous figure. Severe storms can include lightning strikes and significant wind events.

[16] Retrieved from http://www.co.contra-costa.ca.us/DocumentCenter/View/48893/Contra-Costa-County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

Weather Risks

The climate for Pinole is moderate. Pinole receives 27 inches of rain, on average, per year, the U.S. average is 38 inches of rain per year. The average annual temperatures range from a high of 80°F in July to a low of 40°F in January—with the average temperature being 71°F. Pinole receives 255 sunny days on average, this is 50 more days than the national average.[17]

Flood Risk

There are various risks associated with flooding. It is essential, therefore, that the community in the area of flood zones and areas prone should be informed of the risks, before the flood and as part of the planning process. Further, this should be a part of the public education process to ensure that residents are aware of the risks associated with flooding and the actions they should take to ensure readiness.

During a flooding event, the fire department will be called upon to assist in evacuations and rescues. These evacuations may include facilities with large numbers of people requiring EMS resources. Rescue and emergency evacuations may involve moving water requiring the specialty-trained technical rescue team to intervene.

After a flood as the residents begin recovery, EMS-related incidents will increase as injuries and medical conditions occur. Public education can help the community prepare for the recovery process.

The Contra Costa Hazards Mitigation Plan addresses two principal sources of floods. These two sources are summarized and defined in the next figure.

Figure 87: Sources of Flooding in Contra Costa County[18]

Source of Flood	Description
Riverine (river and stream)	Riverine floods described in terms of their extent (including the horizontal area affected and the vertical depth of floodwater) and the related probability of occurrence (expressed as the percentage chance that a flood of a specific extent will occur in any given year).
Flash Flooding	Flash floods occur suddenly after a brief but intense downpour. They move rapidly, end suddenly, and can occur in areas not generally associated with flooding (such as subdivisions not adjacent to a water body and areas serviced by underground drainage systems). Although the duration of these events is usually brief, the damage they cause can be severe. Flash floods cannot be predicted accurately and happen whenever there are heavy storms.

[17] Retrieved from https://www.bestplaces.net/climate/city/california/pinole.

[18] Retrieved from http://www.co.contra-costa.ca.us/DocumentCenter/View/48893/Contra-Costa-County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

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Garrity Creek Watershed

This 1,790-acre area in western Contra Costa County includes the watershed of Garrity Creek (3.67 miles). This watershed includes sections of the City of Pinole.

Pinole Creek Watershed

Pinole Creek is a perennial creek that runs through the center of the city.

The next figure illustrates the Special Flood Hazard Areas (SFHA) as designated by FEMA. There are areas with the risk of flooding throughout the city. For the most part, the areas that are flood-prone have a one-percent increase in annual flooding. There are small portions of the study area that include a 0.2 percent annual chance of flooding. Station 73 and 74 are located very close to Pinole Creek drainage and potential flood areas, as seen in the following figures.

Figure 88: Watersheds in the Study Area

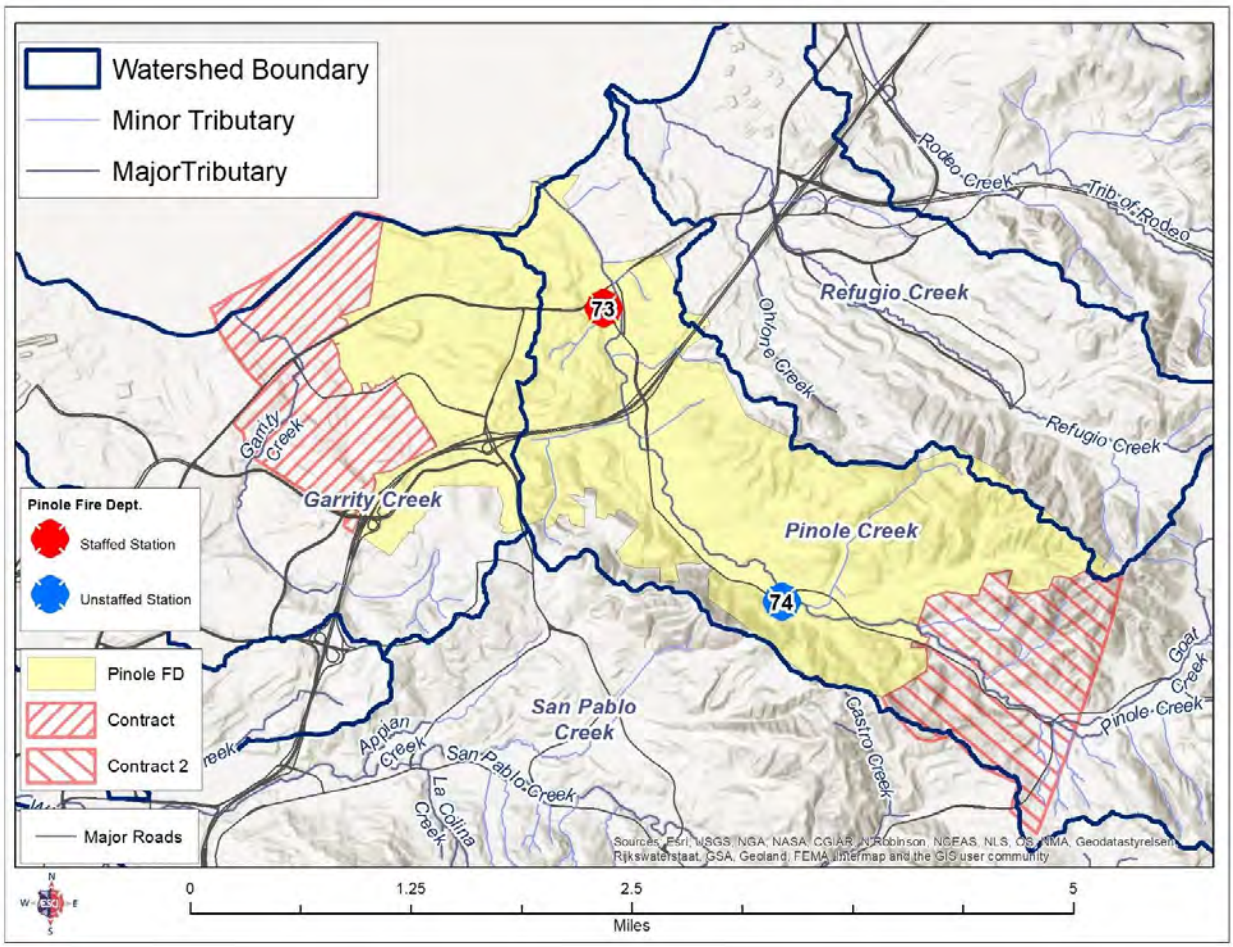

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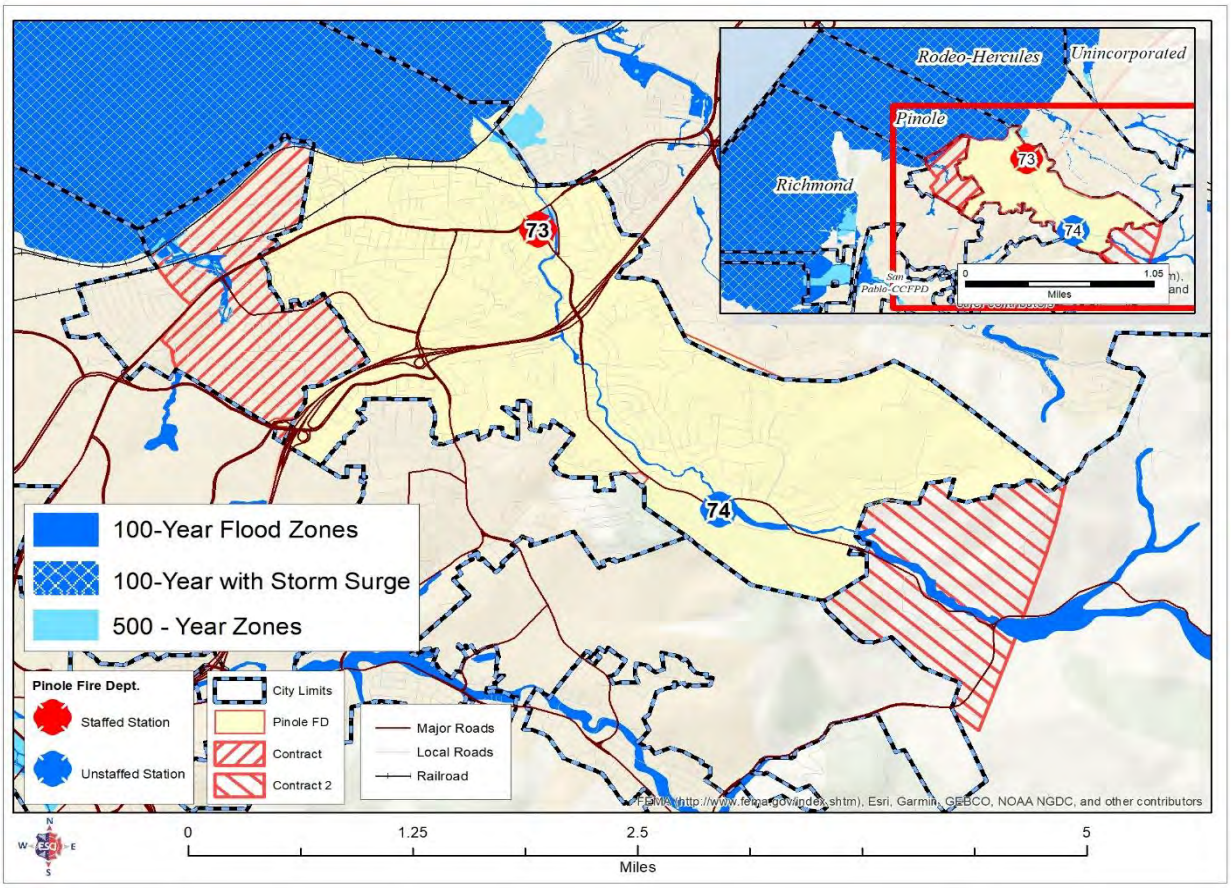
Figure 89: Flood Zones in the Study Area



Flood hazard areas identified on the Flood Insurance Rate Map are identified as an SFHA. SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance of flood is also referred to as the base flood or 100-year flood. Moderate flood hazard areas are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The Coastal High Hazard area is that part of the coastal floodplain where the wave heights during the base flood will be three feet or more.

There are 145 parcels that intersect various FEMA flood zones. Ten of these parcels are zoned "agricultural/open space," and 25 additional parcels are zoned "commercial," including one corner of a school parcel. The remaining 110 parcels are zoned "residential," including 109 single family parcels and one multifamily parcel with 12 units. Using the 2010 census data, the Pinole average household size is 2.7 persons; this gives an estimated total population of flood risk of 327 persons. The following figure shows the population within the various flood zones.

Figure 90: Flood Hazard Areas

Population Within the 10%, 1%, and 0.2% Annual Chance Flood Hazard Areas					
10% Annual Chance Flood Hazard Area		1% Annual Chance Flood Hazard Area		0.2% Annual Chance Flood Hazard Area	
Population Exposed	% of Total Population	Population Exposed	% of Total Population	Population Exposed	% of Total Population
0	0	0	0	327	1.7%

The commercial and agricultural/open space parcels were located in the 10 percent and 1 percent SFHAs.

Tornadoes

Tornadoes can have winds of over 300 mph, which—at the higher ranges—will cause a significant threat to life and damage to property. The intensity of tornadoes is measured on the Enhanced Fujita Tornado Damage Scale. This scale has an intensity range for tornadoes from EF-0 to EF-5, including wind estimates. The next figure is a summary of the damage associated at the various levels. Pinole has not experienced a tornado within written history.

Figure 91: Tornado Intensity, Enhanced Fujita Scale

Designation	Wind Speed, mph	Typical Damage
EF-0	65–85	**Minor or no damage.** Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over. Confirmed tornadoes with no reported damage are always rated EF-0.
EF-1	86–110	**Moderate damage.** Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.
EF-2	111–135	**Considerable damage.** Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
EF-3	136–165	**Severe damage.** Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations are badly damaged.
EF-4	166–200	**Devastating damage.** Well-constructed and whole frame houses completely leveled; cars and other large objects thrown, and small missiles generated.
EF-5	> 200	**Extreme damage**. Strong-framed, well-built houses leveled off foundations are swept away; steel-reinforced concrete structures are critically damaged; tall buildings collapse or have severe structural deformations; some cars, trucks, and train cars can be thrown approximately 1 mile (1.6 km).

While ranges of winds are listed on the scale, the wind estimate is not exact—nor have they been verified in science or engineering. Different wind speeds may cause similar-looking damage from place to place—even from building to building.

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While preventing tornadoes is not possible, the preparation for the potential of a tornado should be considered as a high priority. Tornadoes can occur with little or no warning and can result in devastating damage; departments must consider that as part of their planning for disaster readiness, the likelihood of a tornado occurring is minimal in Pinole.

Tsunamis

A tsunami is a series of high-energy waves radiating outward from an area where a generating event occurs. Earthquakes may produce displacements of the seafloor that can set the overlying column of water in motion, initiating a tsunami, depending on the magnitude of the earthquake and the type of faulting.

The San Pablo Bay area is a likely site of tsunami impacts in Contra Costa County that would rise with floodwaters from a San Francisco Bay tsunami caused by a local earthquake. According to the Contra Costa Hazard Mitigation Plan, Pinole only has a small threat of tsunamis immediately along its coastline vicinity.[19]

Additional Weather-Related Hazards

Severe weather hazards also pose a threat to Pinole. Aside from the weather-related hazards described in the preceding section, several other weather-related events have been analyzed as part of the hazard mitigation plan. The next figure—while applicable to the whole County—is a summary of these events, including the definitions, severities, and impacts.

[19] https://www.contracosta.ca.gov/DocumentCenter/View/48893/Contra-Costa-County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

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Figure 92: Other Weather-Related Hazards in Contra Costa County[20]

	High Winds	Heavy Rain and Thunderstorms
Definition	The National Weather Service defines high winds as, "sustained wind speeds of 40 mph or greater lasting for one hour or longer, or winds of 58 mph or greater for any duration."	Heavy rainfall is any amount of rain produced in a relatively short time period that exceeds the capacity of natural systems' or stormwater infrastructures' ability to effectively and safely convey the flow of stormwater.
Severity	The entire county is directly or indirectly susceptible to the effects of high-speed winds. Trees are susceptible to blowing over and causing damage to surrounding property. All communities can suffer extended power outages.	The entire county is directly or indirectly susceptible to the effects of heavy rains or thunderstorms. All communities can suffer the impacts of heavy rains or thunderstorms.
Impacts	Widespread power outages. Mass of downed debris on the transportation network impedes the response of emergency personnel and utility crews. Electrical blackouts force the closure of government offices, businesses, and schools. Power outages can disrupt transportation, generating traffic snarls resulting in thousands of motorists seeking few available alternate routes on local arterials and collectors, complicated by blocked roads.	Heavy rain can have significant impacts, including rising rivers, flash flooding, mudslides, and landslides. Stormwater runoff from heavy rains can also impair water quality by washing pollutants into water bodies. When power outages coincide with heavy stormwater flows, public works crews may struggle to provide auxiliary power to sewer lift stations to prevent backups or flooding in suburban and urbanized areas. Thunderstorms carry the same risks as heavy rain events, and depending on the type of storm, they can also include tornadoes, lightning, and heavy winds, increasing risk of injury and property damage.

[20] Retrieved from https://www.trpc.org/DocumentCenter/View/4172/HazMit_Ch4-2_Storm?bidId=.

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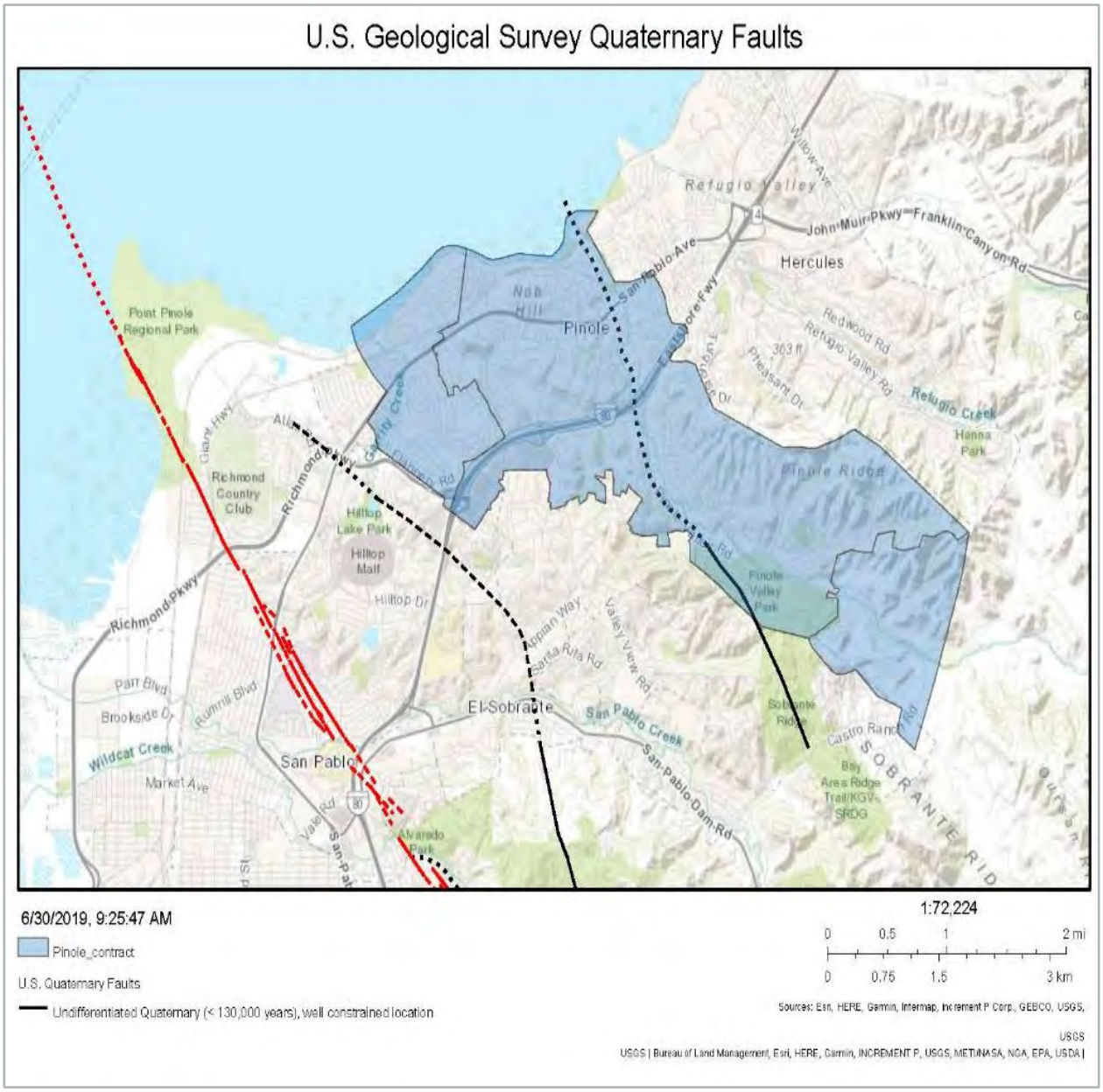
Earthquakes

The Contra Costa Hazard Mitigation Plan rates the hazard profile of earthquakes as a high probability. Earthquakes can cause widespread damage and disrupt many services across the area.

Figure 93: Earthquake Fault Lines in and Around Pinole



The Pinole Fault and the Moraga Fault, both undifferentiated quaternary faults, pass through the study area. The historic Hayward Fault, with a slip rate of 5 mm/year, moves to the southwest of the study area.

The effects of earthquakes are described in the following figure.

Figure 94: Effects of Earthquakes

Effect	Description
Ground Motion	When a fault ruptures, seismic waves radiate, causing the ground to vibrate. This wave movement causes the ground to shake during an earthquake.
Ground Failures	Earthquakes can cause surface faulting, landslides, subsidence, and uplifting. Surface faulting is the differential movement of two sides of a fracture.
Liquefaction	Liquefaction is the phenomenon that occurs when ground shaking causes loose soils to lose strength and act as a viscous fluid. Liquefaction causes two types of ground failure: lateral spread and loss of bearing strength.
Tsunamis	Tsunamis are large ocean waves generated by sudden changes in the seafloor elevation, which displace a significant volume of water.

Wildfire Risk

Like many areas of California, there is a wildfire risk in the Pinole area. The level of risk associated with wildfires in any given area of a community is dependent upon several factors, including climate, vegetation, and topography. Another factor is the number of homes that are built within the Wildland Urban Interface. Pinole has 30 buildings within the Very High Fire Hazard Severity Zone (FHSZ).

According to the Contra Costa Hazards Mitigation Plan, the summary assessment on wildfire reads:

> The geography, weather patterns, and vegetation in the East Bay area provide ideal conditions for recurring wildfires. Especially vulnerable are the East Bay Hills in Lamorinda, which includes Lafayette, Moraga, and Orinda. Parts of Walnut Creek, including the area surrounding Rossmoor, are vulnerable to wildfires, as are Clayton, the Danville/San Ramon area, and the San Pablo-El Cerrito, El Sobrante area. Because the natural vegetation and dry-farmed grain areas of the county are extremely flammable during late summer and fall, wildfire is a serious hazard in undeveloped areas and on large lot home sites with extensive areas of un-irrigated vegetation.[21]

The next figure illustrates a summary of the historical wildfire occurrences and impacts. The Castro and the Carson Fires of 2011 were the most significant incidents, with numerous small incidents in the succeeding years.

[21] Retrieved from https://www.trpc.org/DocumentCenter/View/4172/HazMit_Ch4-2_Storm?bidId= County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

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Figure 95: Study Area Historical Wildfire Occurrences and Impacts, 2009–2018[22]

Fire Name	Year	Acres	Month
Carson	2011	20	September
Turquoise	2011	1	July
Franklin	2011	1	August
Savage Av Pinole	2011	1	July
Castro	2011	83	September
Refugio Valley Rd	2011	4	June
Unnamed	2011	0.01	August
Unnamed	2011	0.01	June
Unnamed	2011	0.01	June
Brick Yard	2011	17	September
Franklin	2012	1	October
Unnamed	2012	0.01	July
Unnamed	2012	0.1	August
Unnamed	2012	0.4	August
Unnamed	2012	0.01	September
Unnamed	2012	0.5	September
Unnamed	2013	2	May
Unnamed	2013	0.1	November
Unnamed	2013	0.5	November
Unnamed	2014	0.25	June
Toll	2017	43	June

[22] Retrieved from Pinole_Incident_Summary_2009-2018.xlsx.

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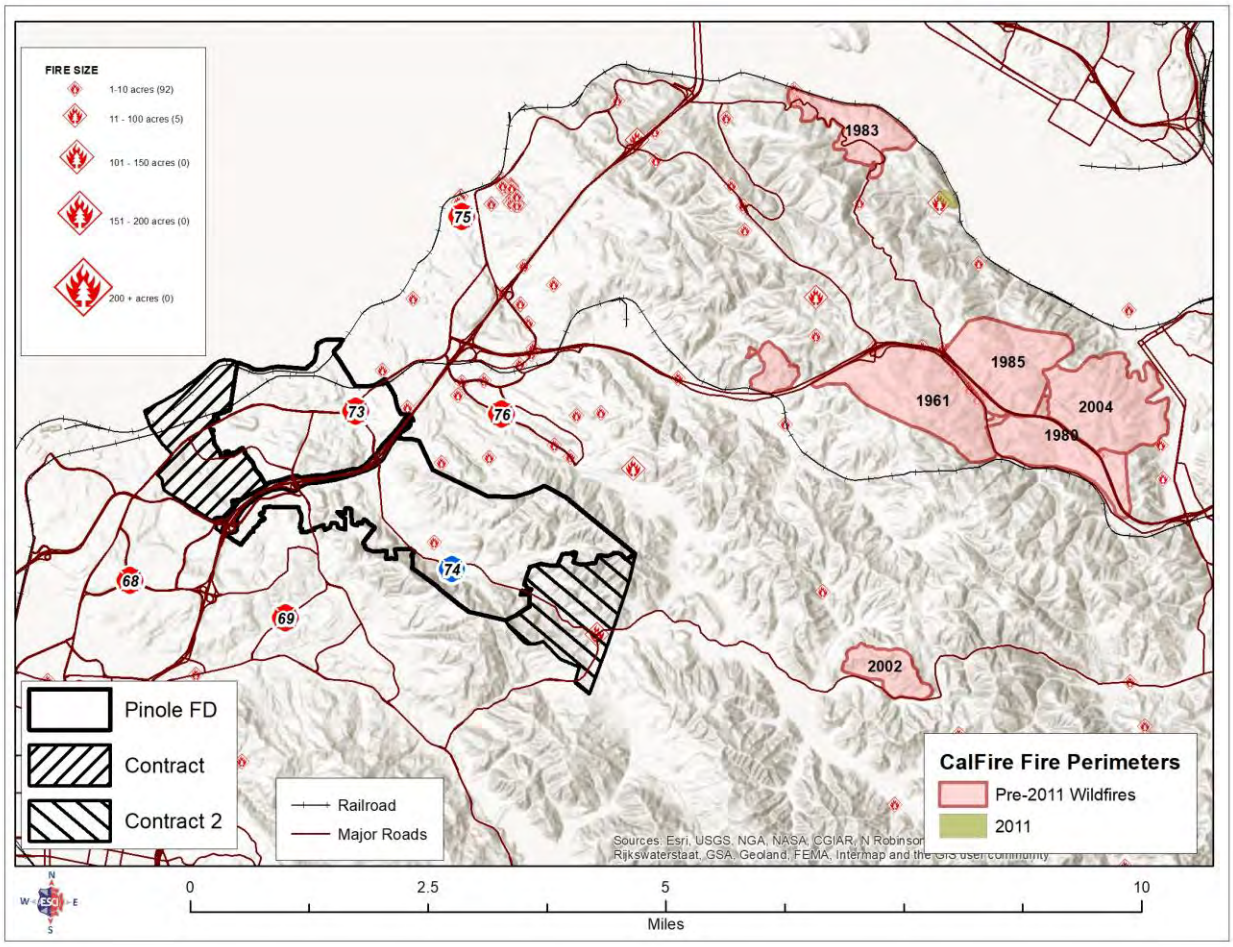
The next figure shows the historical wildfires listed in the previous figure in and near Pinole. There have been many small wildfires (< 10 acres) in the more remote portions of the county.

Figure 96: Historical Wildfires in and Near Pinole through 2018



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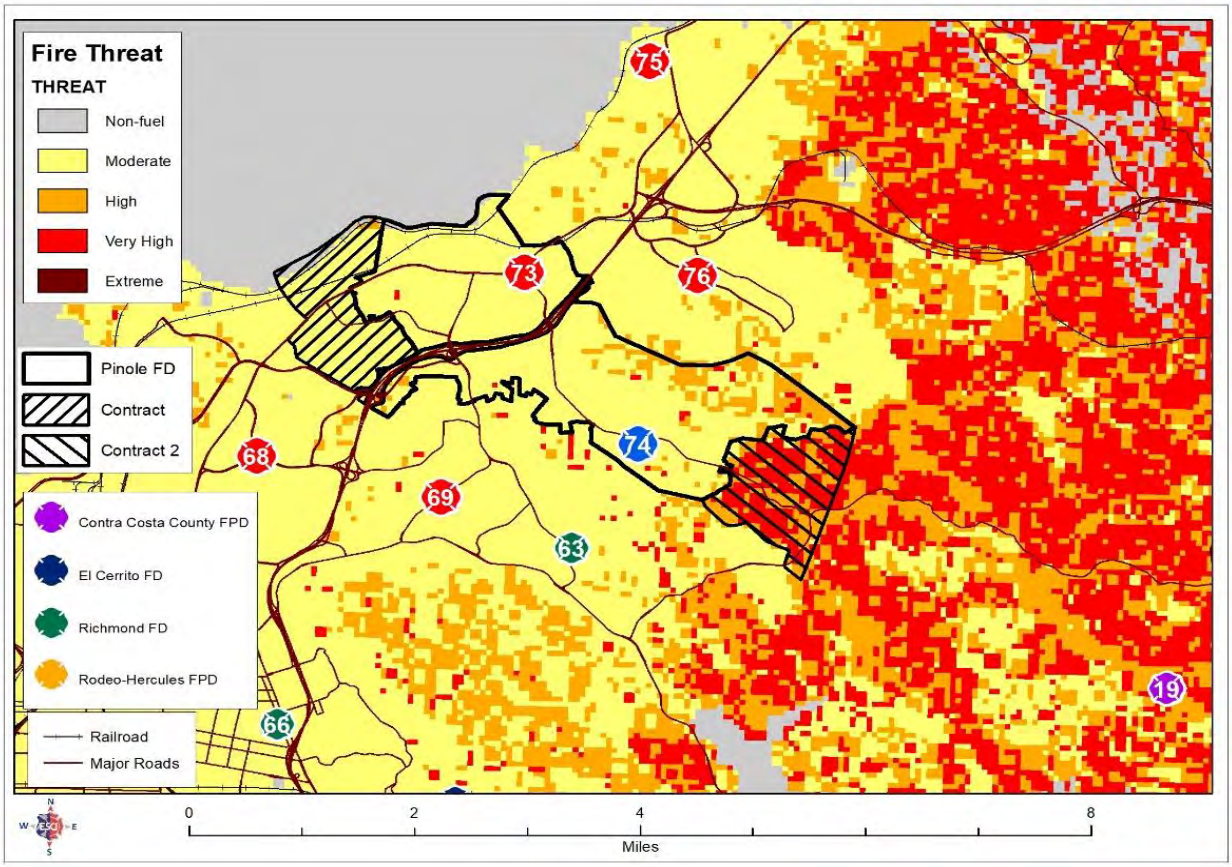
The next figure shows the wildfire threat in and near Pinole.

Figure 97: Degree of Wildfire Threat



The fire threat is a combination of two factors: 1) fire frequency, or the likelihood of a given area burning, and 2) potential fire behavior (hazard). These two factors are combined to create four threat classes ranging from moderate to extreme (California Department of Forestry and Fire Protection's Fire and Resource Assessment Program [FRAP]).

The next figure shows the estimated land area, population, and dwellings that are in the Wildland Urban Interface areas.

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Figure 98: Study Area Current Estimates as Related to the Urban Interface, 2015

Fire Department/District	Population		Residential Dwellings	
	Total	Percent in the Hazard Area	Total	Value in the Hazard Area
Pinole Fire Department	94	.5%[23]	30	$16,007,875

Of concern is the Galbreath Road neighborhood to the southwest of Station 74. This area is characterized by a single road in, as well as being surrounded by dense vegetation. This is a large concern for the ingress of fire equipment during an emergency (such as a wildfire event) and egress of residents who may be evacuating the Galbreath Road area. Future development should evaluate hazards to the development area and ensure adequate traffic routes are designed and implemented.

Figure 99: Galbreath Road Neighborhood

[23] Retrieved from: http://www.co.contra-costa.ca.us/DocumentCenter/View/48893/Contra-Costa-County-Draft-Local-Hazard-Mitigation-Plan-Volume-1-January-31-2018?bidId=.

Transportation Risks

Highways

There are several transportation corridors and various modes of transportation that fall within the study area for which the department is responsible. Beginning with major roadways, Interstate 80 goes through the middle of Pinole. Additionally, there are several major local roads within the City, including San Pablo, Appian Way, and Pinole Valley Road. Regardless of the size of the roadway or the speed limit, any roadway has the potential for motor vehicle crashes, vehicle fires, medical emergencies, brush fires, or hazardous material spills/leaks. Each of these is not only a risk to the community, but the responders are also at risk of being struck by vehicles while operating near moving traffic.

Last year, the town of Paradise faced a devastating fire. Evacuations from the town on narrow two-lane roads became problematic to those leaving the fire area. In 2019, Streetlight Data, Inc. listed Pinole as three times the national average in difficulty in evacuating the city in case of emergency due to limited evacuation routes and narrow streets.[24] Due to the general geography of Pinole, this road arrangement is nearly unavoidable. The Pinole Police Department has a plan to use all lanes to travel in one direction to evacuate residents from the fire area in an expedient manner.

[24] It should be noted that Streetlight Data only studied cities of under 40k in population. The study also made the assumption that people would choose familiar and preferred routes even though other exists exist.

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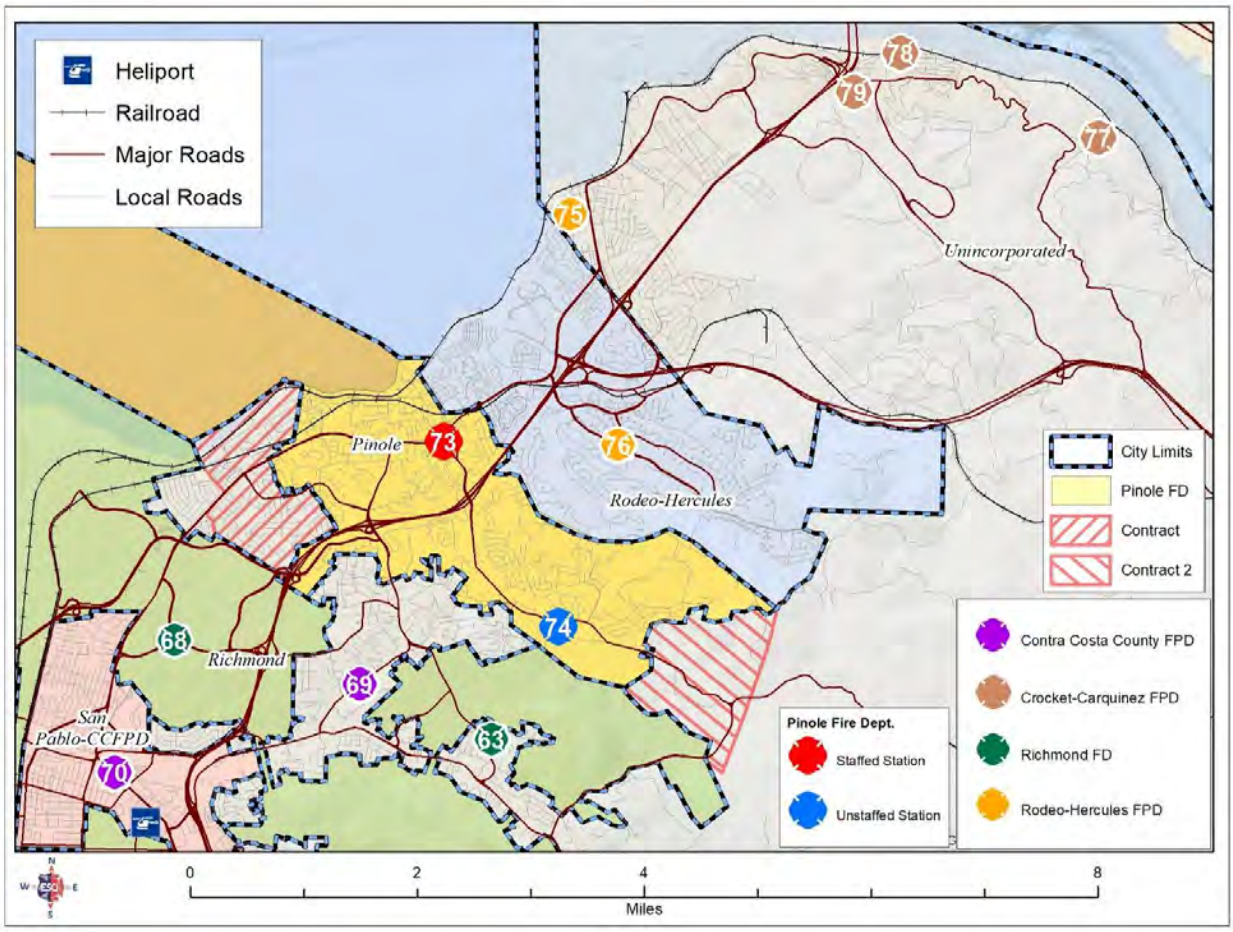
Figure 100: Major Transportation Infrastructure in the Study Area



Airports

The City of Pinole does not have an airport. Two international airports are located nearby, the Oakland International Airport (27 miles) and the San Francisco International Airport (34 miles). There is a heliport in San Pablo.

Railroads

Figure 100 shows the rail line through Pinole. Amtrak provides regular service through the city with over 16 rail stations within a 30-mile radius. In addition, Union Pacific's Martinez Subdivision and BNSF Stockton Subdivision transport freight through the area. Although a comparatively safe mode of transport, railway operations do come with hazards, including accidents involving pedestrians, other vehicles, derailments, and accidental hazardous material releases. The next figure discusses some of these incidents.

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Figure 101: Hazard Descriptions Faced by the Pinole Fire Department

Type of Incident	Description/Hazard
Train Collisions	Collisions can be between two or more trains or between trains and infrastructure.
Derailments	Derailments occur when one or more cars of a train leave the tracks; generally, it involves just one train.
Grade Crossings Crashes	There are various scenarios in which accidents occur at railroad crossings.
Railroad Staff Injuries	Railroad staff may get injured while working on or near the tracks. In some cases, accessibility will be a problem.
Dangerous Goods Release	As the railroads carry hazardous goods, there is always the potential for product release.

The effects of these incidents can require large numbers of fire and EMS resources. In review of the previous figure, several of these incidents could require the response of a Haz-Mat team, Technical Rescue, and EMS. Many times, the complexity of the incidents will require multiple operational periods. Risk analysis and planning for these types of incidents must consider the need for higher than usual personnel, equipment, and Automatic or Mutual Aid resources. When incidents occur at a grade crossing, fire and EMS personnel will have to operate near the tracks. Training in proper precautions is essential.

Buildings

Many buildings in the city are used for purposes that create more significant risks than others during an emergency. High occupancy buildings, facilities providing care to vulnerable populations, and others may require greater numbers of emergency response and resources during an emergency.

Numerous buildings lie within the study area in which large numbers of people gather for entertainment, worship, and other similar events. A variety of small businesses and entertainment venues also exist.

Colleges and Schools

The next figure shows the locations of the educational facilities within the study area. These facilities present additional risk, primarily for mass casualty incidents. Fire, criminal mischief, and potentially terrorism could cause a major medical emergency requiring significant emergency service resources.

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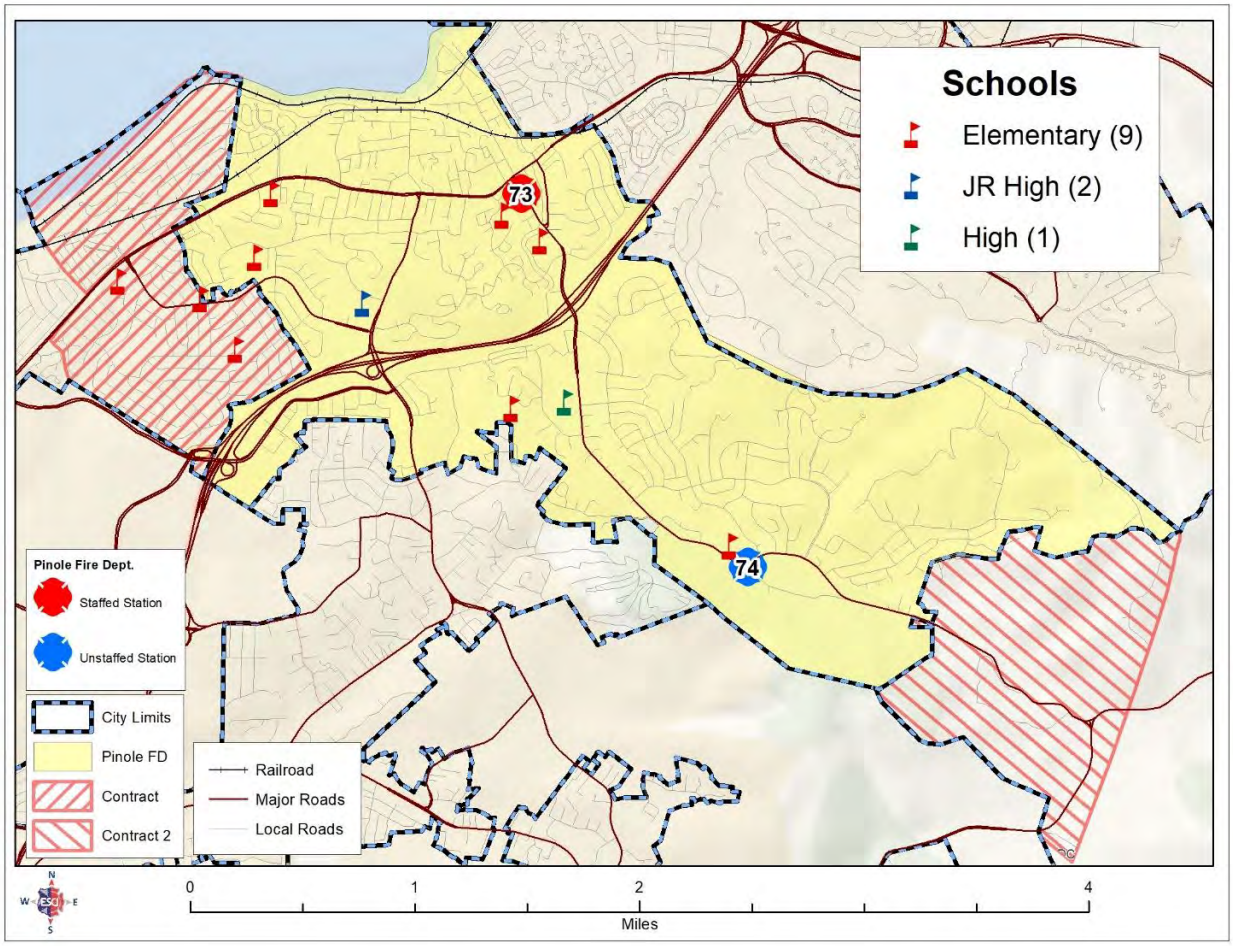
Figure 102: Colleges and Schools in the Study Area



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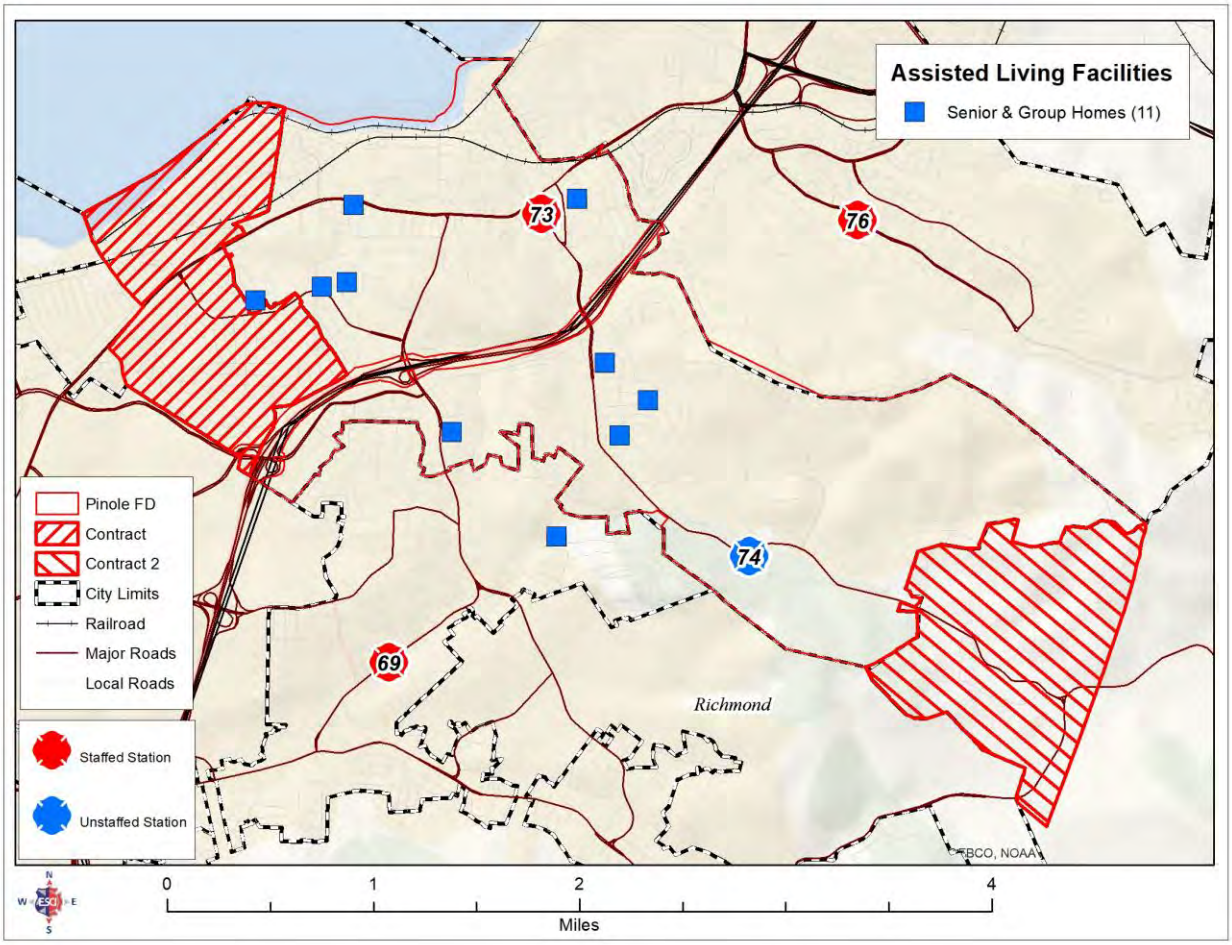
Medical and Congregate Care Facilities

Medical and congregate-care facilities, particularly hospitals and nursing homes. Although these facilities have regular fire safety inspections and are generally built of fire-resistive construction with built-in fire suppression, emergencies still can occur that require the quick movement of patients away from the hazard. Incidents at these facilities will require high resource levels.

Pinole does not have a hospital, but has 11 assisted living facilities, as the next figure depicts.

Figure 103: Assisted Living Facilities



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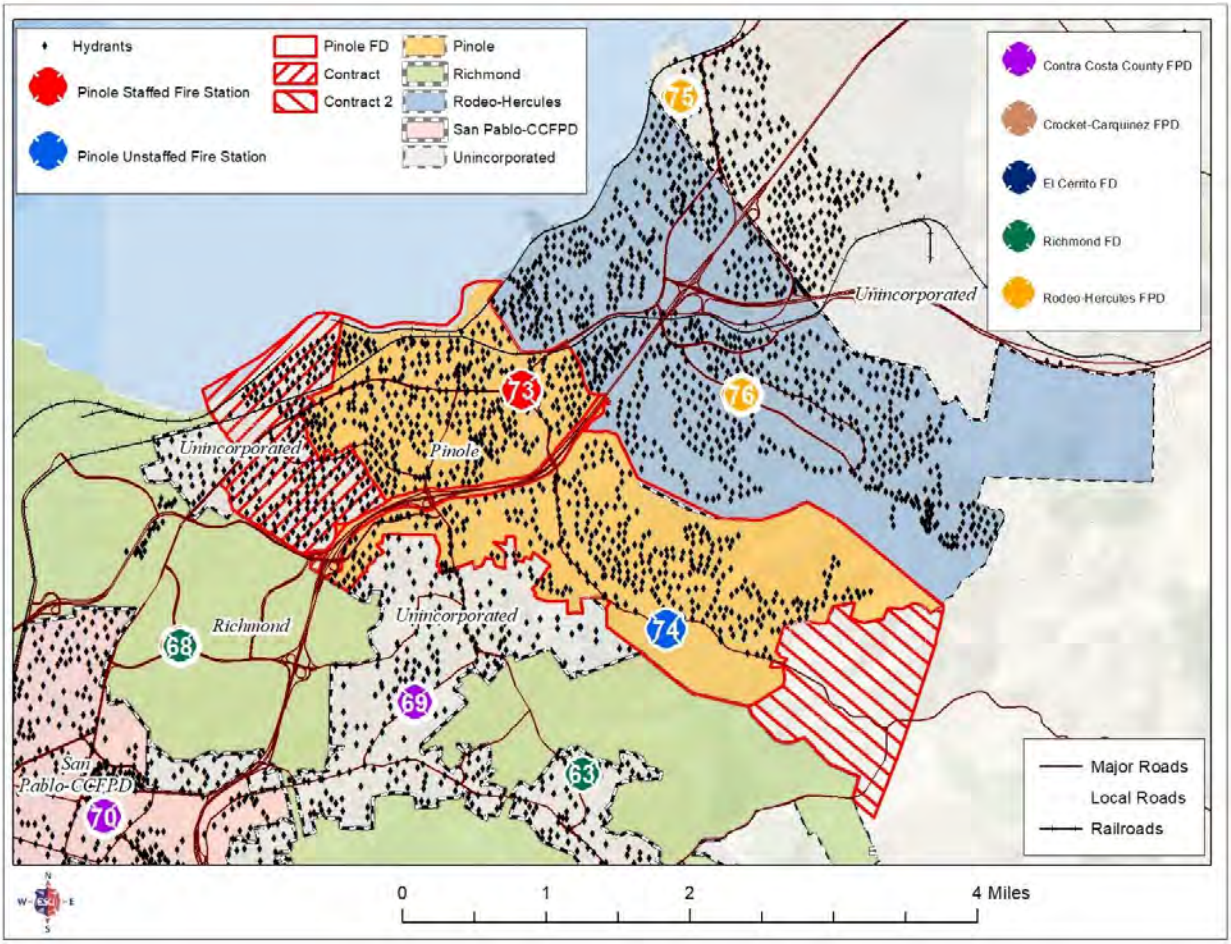
Other Critical Infrastructure

One concern to fire departments is the water and fire hydrant system. Providing enough storage, distribution, and access to this valuable firefighting resource is very important. The next figure illustrates the hydrant system in the study area. As expected, in the more populated urbanized areas, fire hydrants coverage is very good. Some rural areas of the city depend on water delivered by tenders, but generally good hydrant coverage exists throughout the service area. From a risk assessment standpoint, planning consideration must be given to situations when the water system could fail.

Figure 104: Fire Hydrant Distribution in the Study Area



The next figure shows the commercial building and hydrant locations in Pinole. Represented on the map is the Needed Fire Flow (NFF) for each of the commercial buildings. Fire flow is the amount of water that would need to be supplied and pumped from an apparatus to control a building fire. Pinole's fire engine can pump 1,500 gallons per minute. Many buildings in Pinole could require a much higher fire flow to control an established fire.

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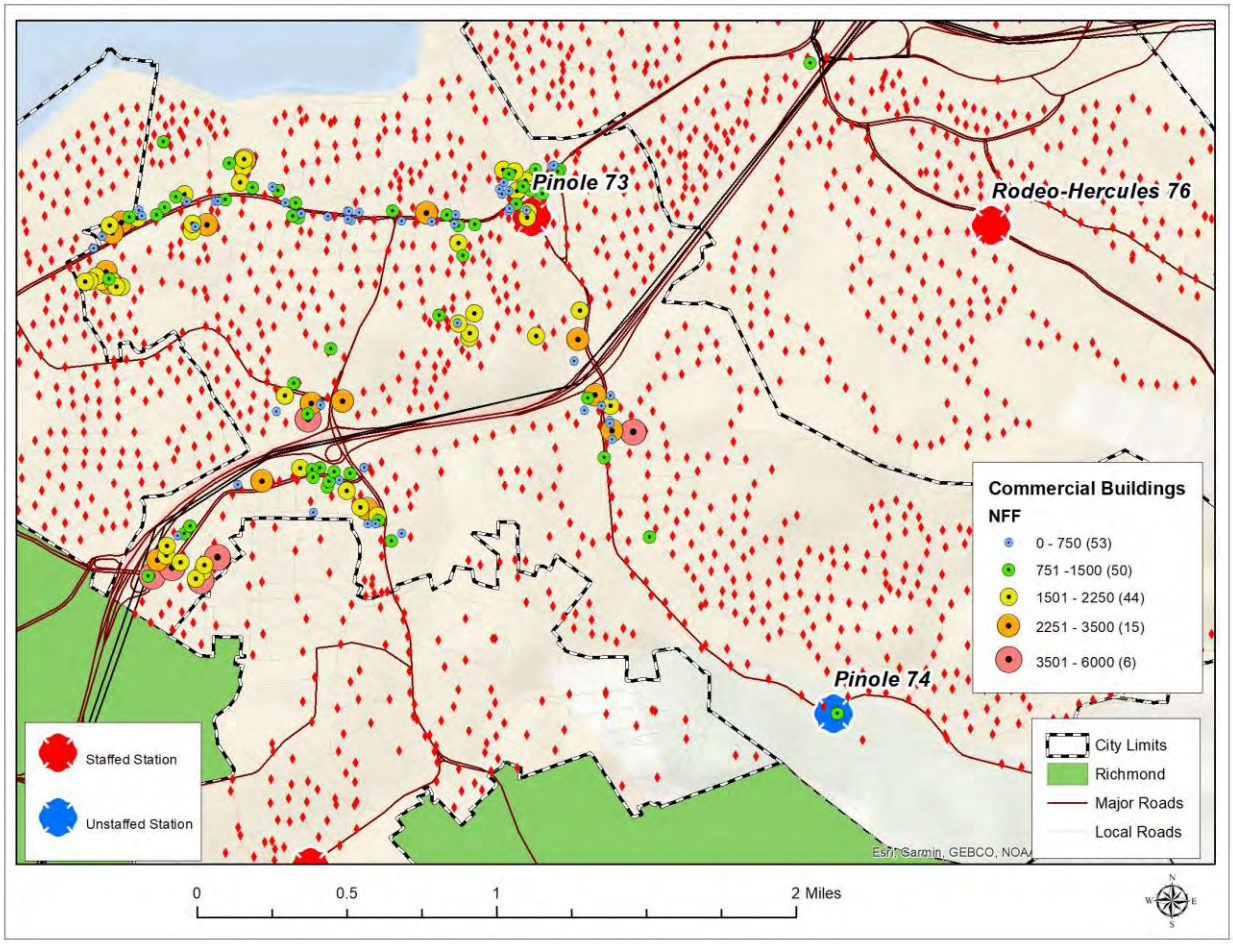
Figure 105: Fire Hydrant Distribution, Commercial Building with Needed Fire Flow (NFF)



Emergency communication centers and the associated transmitting and receiving equipment are essential facilities for emergency response. The Contra Costa Regional Fire/EMS Communications Center (CCRFCC) provides call receipt and dispatch service to the Pinole Fire Department and many of the neighboring jurisdictions. This center answers 911 calls, dispatches fire and other emergency responders, and provides important support to the on-scene incident management function. This center is the secondary Public Safety Answering Point (PSAP). All 911 calls made from landlines in the city limits are automatically routed to the City of Pinole Police Department, which is the Public Safety Answering Point (PSAP). Calls from landlines in the unincorporated areas within the City's fire service area are automatically routed to the Contra Costa County Sheriff. Once one of these PSAP's dispatchers determines a call requires fire department response, the call is relayed to CCRFCC.

There are other communication facilities and equipment that are equally important to the community and government operations within the study area. These are the telephone company central offices and the transmission lines of local telephone service providers. Internet service providers, along with wireless cellular communication providers, provide essential communication capabilities for the community as well as emergency personnel through their facilities and equipment. Failures in any of these systems can influence emergency services.

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Energy

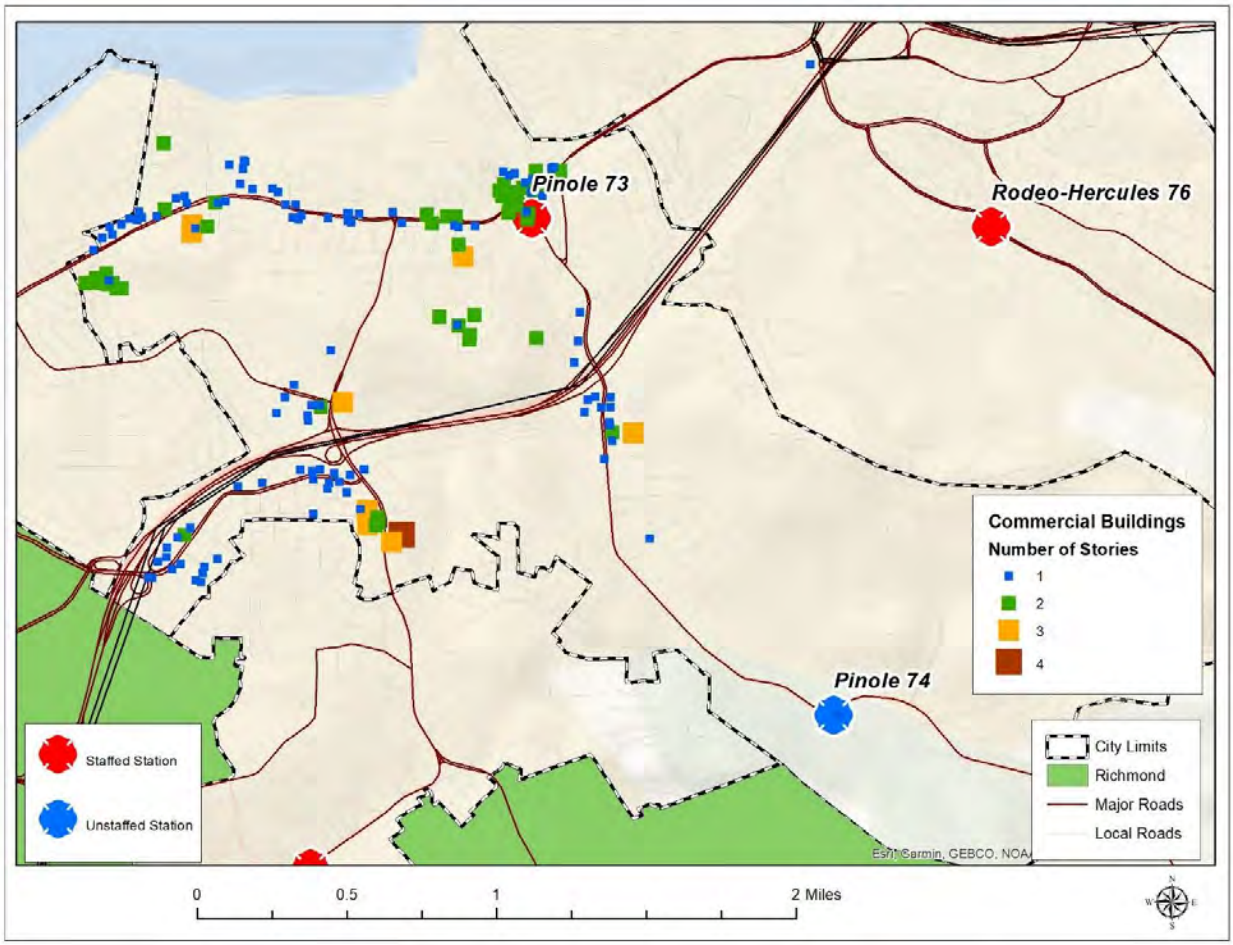
The loss of electrical power is also a risk to the community. Community services, from communications to traffic signals to normal operation of supermarkets, require the use of energy. Whether it is electricity generation and transmission systems, fuel distribution and storage tanks, or natural gas pipelines and regulator stations, the community is dependent upon energy sources. The loss of energy is a planning consideration for response and readiness.

Structural Risks

Certain buildings, contents, functions, and size present a greater firefighting challenge and require special equipment, operations, and training.

The Insurance Services Office calls for a ladder truck within 2.5 miles of developed areas containing buildings three or more stories in height. Accessing the upper floors and roofs of buildings this tall, typically requires ladder truck capability as ground ladders may not provide access. The next figure documents current commercial facilities and the number of stories each building possesses.

Figure 106: Commercial Buildings, One to Four Stories in Height



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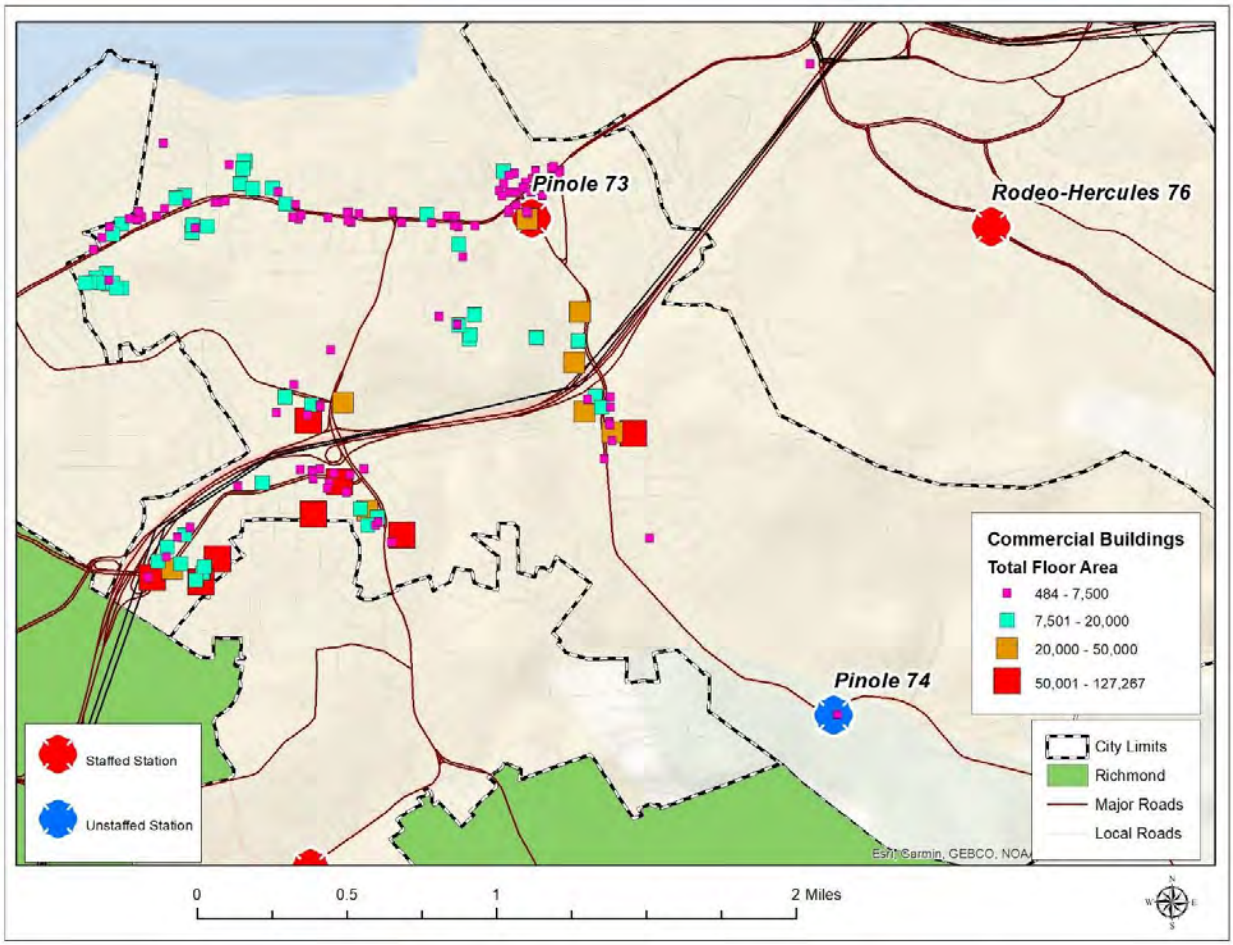
Large buildings such as warehouses, malls, and large "box" stores require greater volumes of water for firefighting and require more firefighters to advance hose lines long distances into the building. The following figure demonstrates building locations and their relative total floor space in relationship to Pinole's Station 73.

Figure 107: Commercial Buildings, Total Floor Area



Terrorism

Pinole is, as is anywhere, a potential target for terrorism. Most of the previously categorized risks in the community are targets for such activity. These include schools, commercial buildings, public infrastructure, and public assembly areas that are located within the study area. In addition, the outdoor public gathering events during the year can also be targets. All fire-rescue departments need to be vigilant in their training and preparedness in the event one or more coordinated acts of terror occur in the region, Pinole is no different. Despite the small likelihood of a terrorist attack, training to ensure coordination and unified command with law enforcement partners is critical.

Demographics

Current Population Information

The next figure is a summary of the service area and population, according to the United States Census Bureau.

Figure 108: Study Area Size and Population Estimates

Fire Department/District	2017 Population Estimate	Area in Sq. Miles	Population Density
Pinole City	19,364	5.32	3,455/sq. mi.

An NFPA report has identified the groups that face a higher risk of being injured or killed in a fire as:[25]

- Children under 5 years of age;
- Older adults over 65 years of age;
- People with disabilities;
- Those with a language barrier; and
- People in low-income communities.

The following figures were created to provide an overview of the demographics related to these identified groups. Select demographics are provided in the following figure to the extent that the data was available.

Figure 109: Select Population Demographics

	Persons under 5 years	Persons under 18 years	Persons 65 years and over	Persons with Disabilities Under the Age of 65	Language other than English Spoken at Home
Pinole[26]	3.7%	17.1%	18.8%	9.1%	36.3%

Based on the preceding figure, 18.8 percent of the population is over 65 years of age, and an additional 3.7 percent of the population is under five years of age. This places a total of approximately 22.5 percent of the populations within the age groups that are at the highest risk in residential fire incidents and account for some of the highest use of emergency medical services.[27] Senior citizens can have difficulty escaping from fire due to physical limitations. Seniors also tend to use emergency medical services more frequently than younger persons. As the population ages, this will create an increase in service demand for emergency medical services. In addition, just over 36 percent of the population may have language barriers that make communication with first responders during an emergency difficult.[28]

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[25] National Fire Protection Association, 2007; Urban Fire Safety Project, Emmitsburg, MD; retrieved from http://www.nfpa.org/public-education/by-topic/people-at-risk/urban-fire-safety/reports-and-presentations.

[26] Information retrieved from the United States Census Bureau.

[27] This is very close to the national average of 21.7 percent.

[28] The national average is 21.8 percent.

As noted, the very young also represent a vulnerable population, both regarding their ability to escape a structure fire as well as their susceptibility to serious medical ailments such as asthma, traumatic events, choking, or injury from vehicular accidents.

The demographics displayed in Figure 110 are factors that indicate that a population is more likely to use fire department services than other populations. Individuals in poverty or with no health insurance are more likely to use local EMS resources compared to individuals with health insurance and a personal physician. A high percentage of owner-occupied homes may indicate a more stable community and residents willing to invest in their community and community services; Pinole with an owner-occupied housing rate of 70 percent is approximately 7 percent higher than the national average.

Figure 110: Other Demographic Comparisons

Subject	Pinole
Persons without health insurance, under age 65 years	4.7%
Owner Occupied Housing Rate, 2012–2016	70.2%
Median household income (in 2017 dollars), 2012–2017	$84,255
Residents at the poverty level	5.4%

Population Density

Most communities contain areas with different population densities and property risks allowing the community's policymakers to specify different response performance objectives by geographic area. The classifications that are identified by the National Fire Protection Association (NFPA) in Standard 1720 and the percentage of the city in the classification is provided in the following figure.[29]

Figure 111: Population Classifications

Classification	Criteria
Urban	> 1,000 people/square mile
Suburban	500–1,000 people/square mile
Rural	< 500 people/square mile
Remote Area	Travel Distance ≥ 8 miles

[29] NFPA 1720: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*, 2014 Edition.

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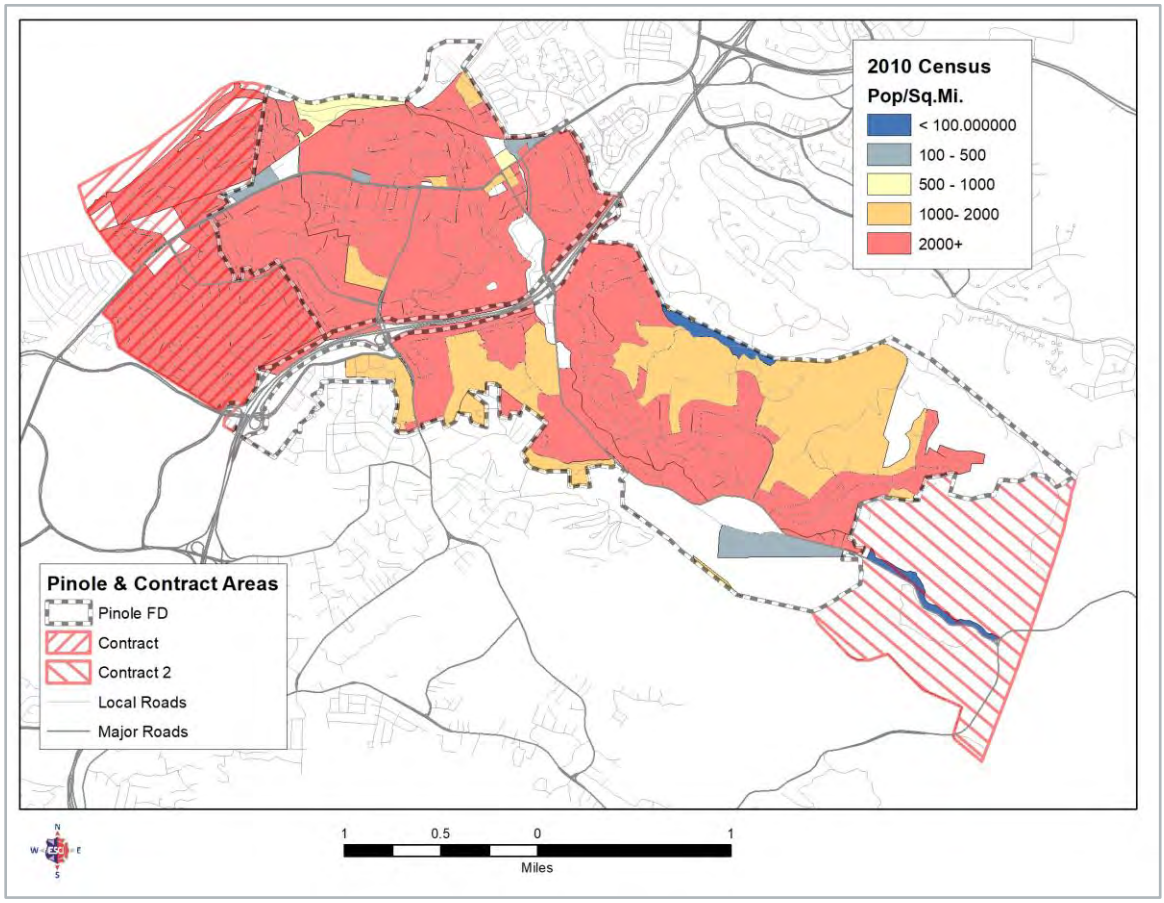
The next figure illustrates the population density.

Figure 112: Study Area Population Density



Population Growth Projections

The population in Pinole has grown slowly over the last decades. The population in 1980 was 14,253—in 2019, the population has been estimated to have grown to 19,364.[30] This is an overall increase of .077 percent per year. Pinole, in 2010 (during the last national census) had a population was 18,390. The 2019 estimated total is 19,364—an increase of just over 5 percent.

With population growth, there come increases in service demand. More people mean not only more incidents generated, but it also means a need for expanded geographical coverage. Resource additions will need to be planned to provide service delivery and performance at acceptable levels if higher density growth occurs within the service area.

Expansion and growth will affect not only the delivery of fire-rescue services but also other fire department functions, such as code enforcement and community risk reduction. The department must maintain awareness and be involved in monitoring the relationship between population and demand.

[30] Retrieved from https://www.census.gov/quickfacts/pinolecitycalifornia and https://datausa.io/profile/geo/pinole-ca.

Section II:
PUBLIC WORKSHOP & STAKEHOLDER INPUT

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PUBLIC INPUT

During the development of the community expectations portion of the Regional Fire Service Delivery Study Scope of Work, the City made it very clear they desired a number of opportunities for public input. The final scope of work included a Community Fire Study Workshop, several days of stakeholder interviews, and no less than two presentations to the City Council that would be conducted with opportunities for public input. This section of the study reflects the results of the Community Fire Study Workshop and the stakeholder interviews.

On May 29, 2019, at 6 p.m., ESCI facilitated the Community Fire Study Workshop, which was attended by approximately 45 people. The format for the workshop was an interactive presentation utilizing Swift Polling on-line platform. This program allowed for a series of questions and input opportunities that could be instantly responded to by the audience with the results displayed in real-time. Responses were collected via text message, internet polling website, or paper polling form as displayed in applicable figures that follow as "SMS, "Web," or "Paper Vote." All polls and inputs were captured and are as follows.

For ESCI to gauge the community's awareness of, access to, and experience with the services provided by the Pinole Fire Department, four questions were presented:

- What services, emergency, and other, are provided by the Pinole Fire Department?
- How many firefighters are on duty daily in Pinole to provide services?
- Have you received any services, emergency, or other, from the Pinole Fire Department?
- If you received services, how satisfied were you with the service?

Responses to the question regarding services provided by the department are summarized in Figure 113. The participants understood the department's primary mission and the services that are or should be available to fulfill that mission.

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Figure 113: Services Provided by the Pinole Fire Department

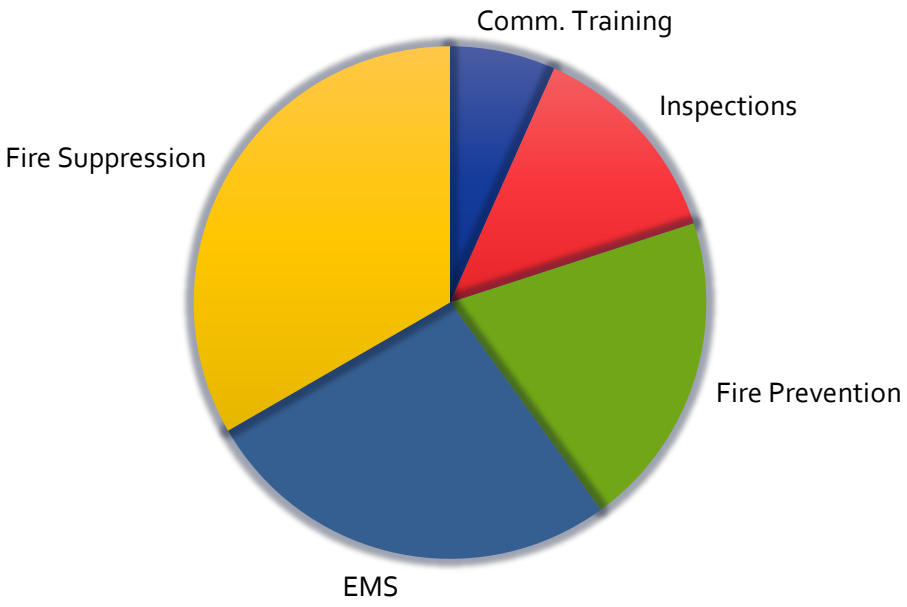
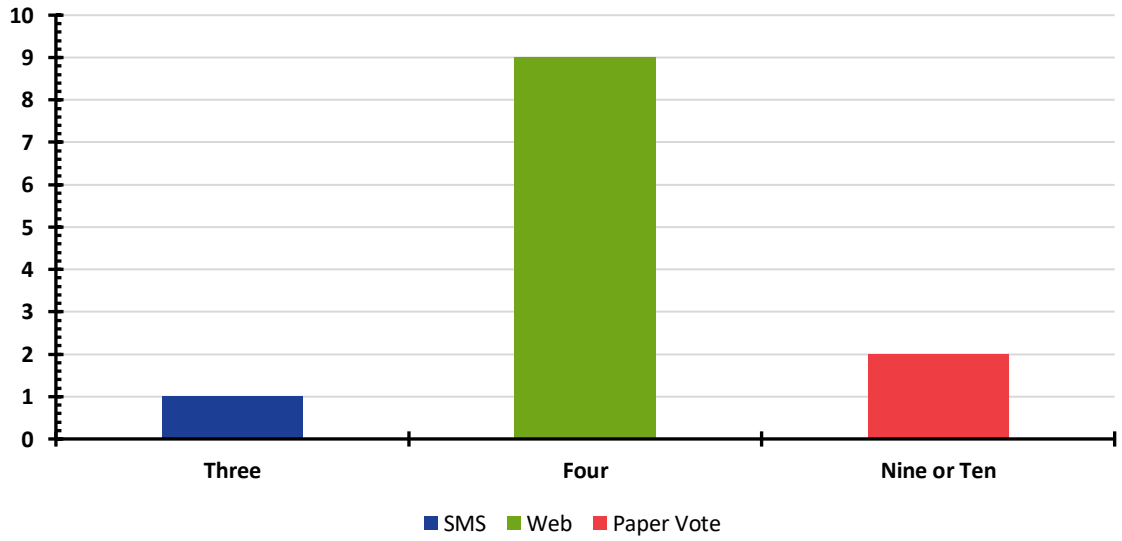


Figure 114 indicates that the participants were aware of the department's on-duty force. In addition to daily staffing, the department enjoys effective automatic and mutual aid agreements with surrounding jurisdictions. However, increasing service demands across the spectrum of partnering agencies often leaves Pinole resources stretched thinly.

Figure 114: Number of Firefighters on Duty Daily in Pinole



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In the following two figures (Figure 115 and Figure 116), several participants reported having received services from the department, emergency, or other. Of those residents who received services, the majority indicated that they were satisfied with the outcome of those services. This is a very good sign given the minimal resources the department is able to provide at this point in time and is demonstrative of the department's commitment to its service mission.

Figure 115: Have You Received Any Services from PFD?

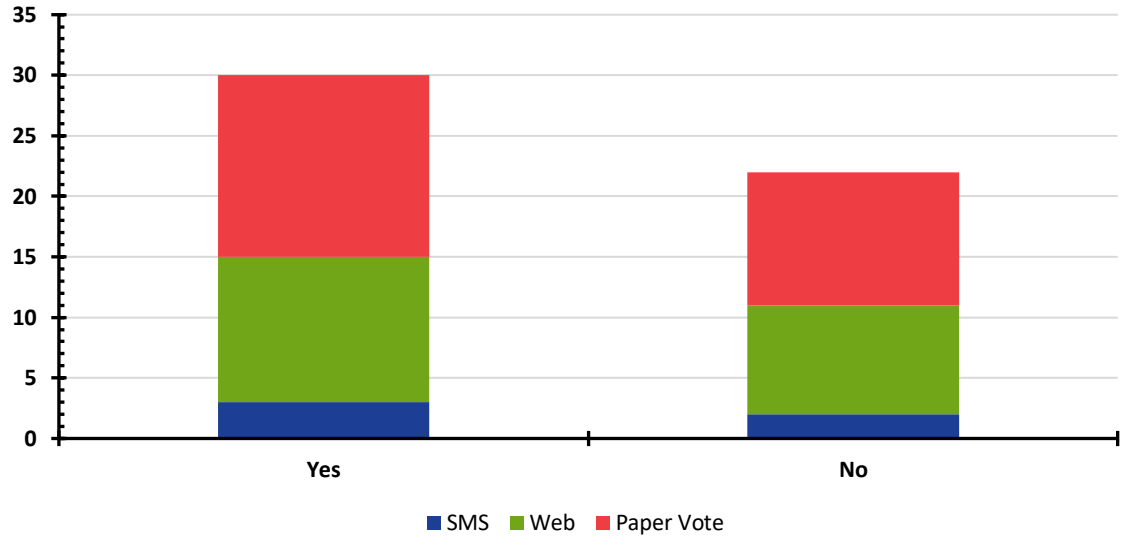
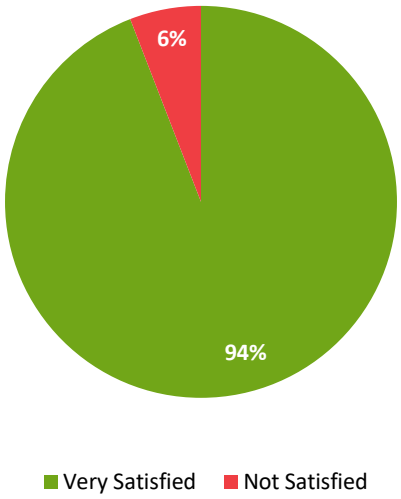


Figure 116: How Satisfied Were You with the Service?



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The next set of four questions were designed for ESCI to gain a sense of the community's awareness of the adequacy of the fire protection system in Pinole to meet service demands:

- Is the existing system adequate?
- If not, what is lacking?
- Is the current staffing of the PFD adequate or not?
- How long should it take for resources to arrive from the time that you call?

As displayed in Figure 117, a majority of respondents believe that the existing service delivery system in Pinole is inadequate. Responses to what is lacking regarding the system are summarized in Figure 118

Figure 117: Response to, "Is the Existing System Adequate?"

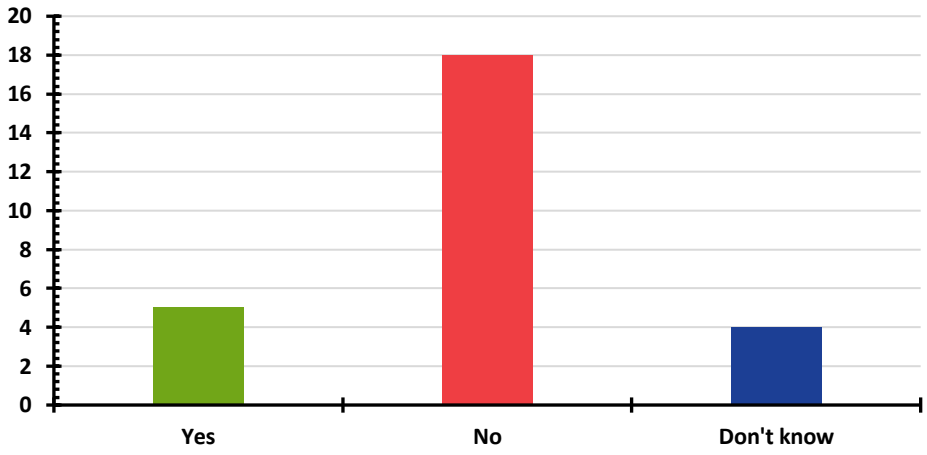
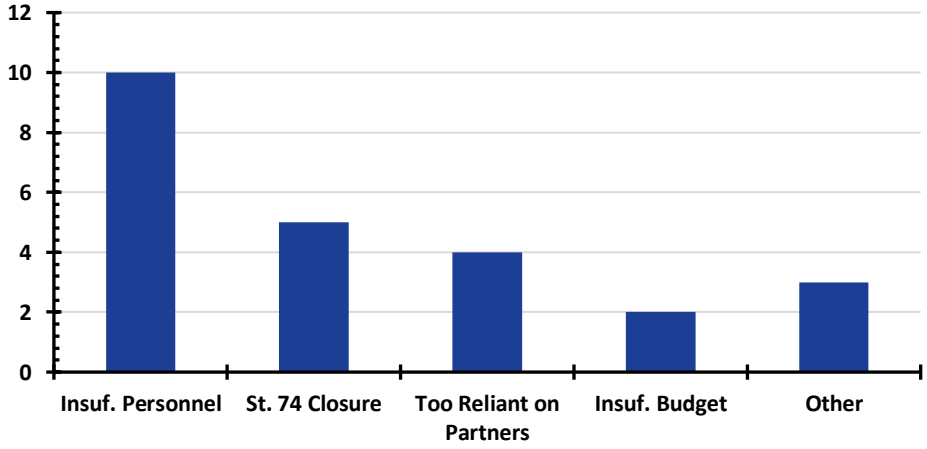


Figure 118: Response to, "What is the Current System Lacking?"



Insufficient personnel and resources were expressed as being the biggest challenges in the current system. Although responses under the category "Other" did not fall under the other four categories, they are important to note here: response time objectives not being met and a lack of preparedness for infrastructure development were noteworthy concerns of some participants.

Responses to current Department staffing in Figure 119 are synonymous with the responses to whether or not the overall existing system is adequate. The respondents believe that their fire department is not adequately staffed at present. This further correlates to the responses in Figure 120 regarding response time expectations. The respondents had a realistic view of how long it should take for resources to arrive when they call, given current staffing of the PFD and automatic/mutual aid agreements.

Figure 119: Response to, "Is Current PFD Staffing Adequate?"

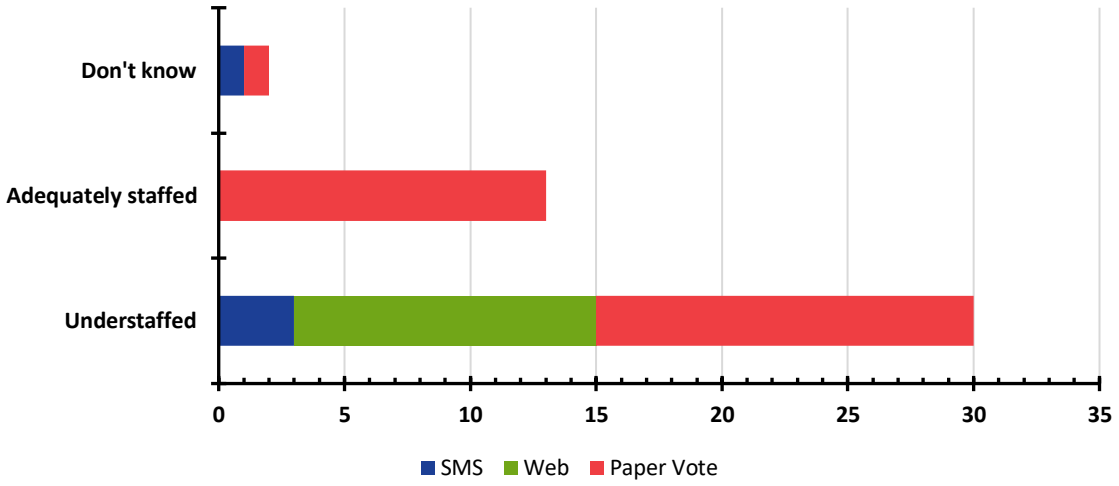
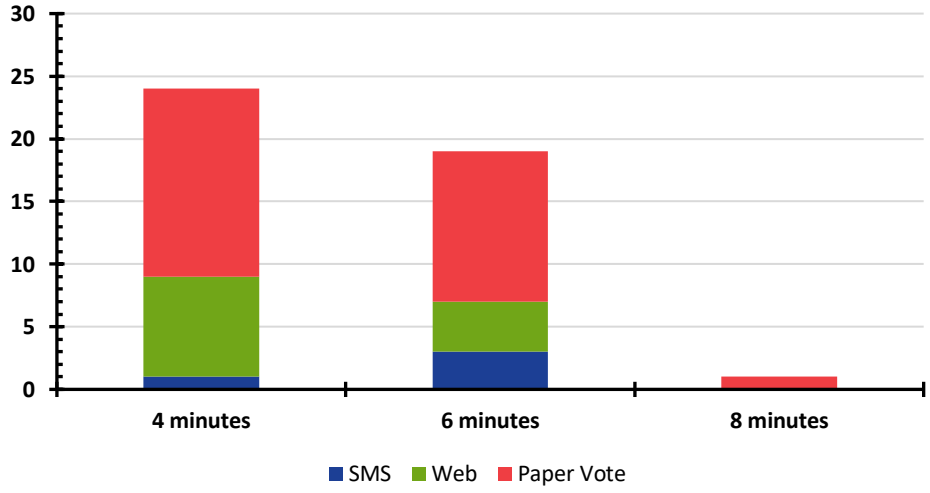


Figure 120: Response to, "How Long Should It Take a Fire Engine to Arrive?"



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The final six questions presented were designed to determine the community's awareness and understanding of prospective partnering options, the desirability of those options, and positive or negative impacts that may arise with each option:

- How important is it that the City of Pinole has its own fire department?
- Would there be advantages in contracting with Contra Costa County FPD for fire-based services?
- Would there be advantages in the Rodeo-Hercules FPD annexing the city area to provide fire-based services?
- What advantages would there be in partnering with either agency for services?
- What disadvantages would there be in partnering with either agency for services?
- Would you support a parcel tax measure if the revenue it generated improved services and financial stability either as a sole agency or in a partnering option?

Figure 121: Response to, "How Important is it to the City of Pinole To Have Its Own Fire Department?"

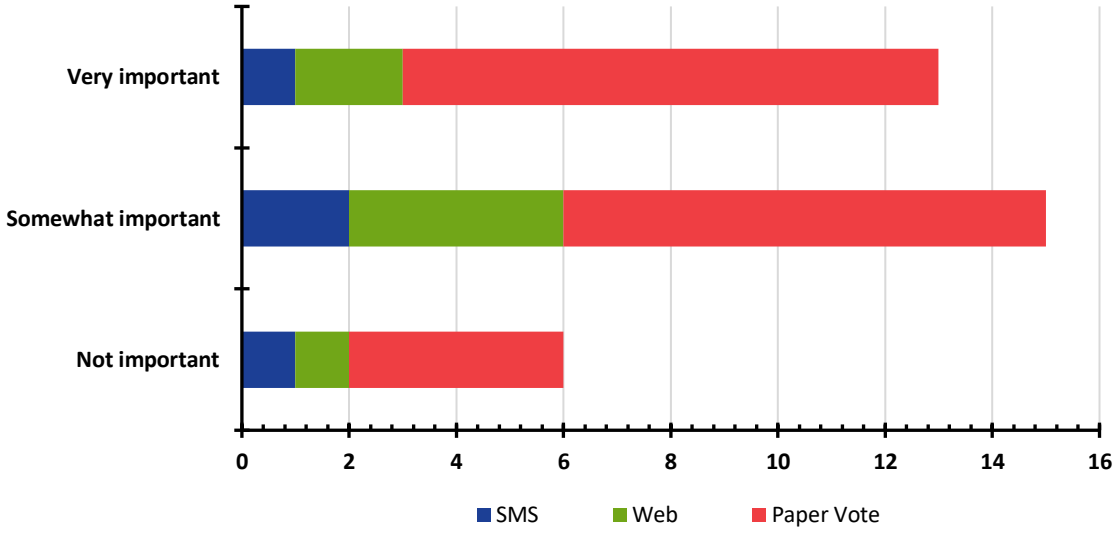


Figure 122: Response to, "Are There Advantages with Contracting With CCCFD?"

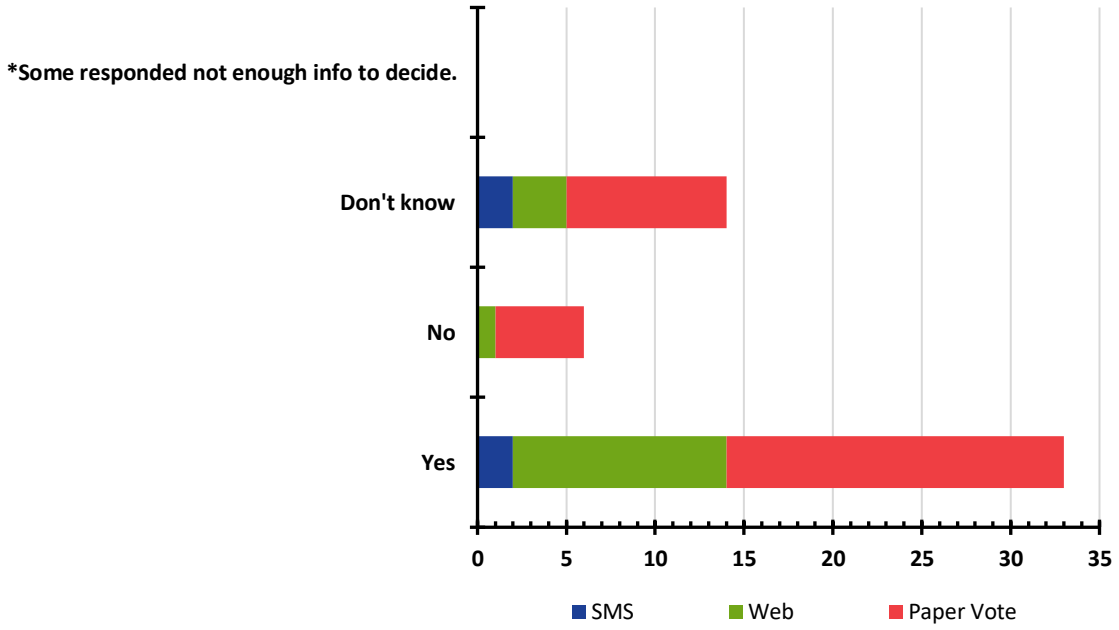


Figure 123: Response to, "Are There Advantages in Rodeo-Hercules Annexing the Pinole Area into the RH Fire Protection District?"

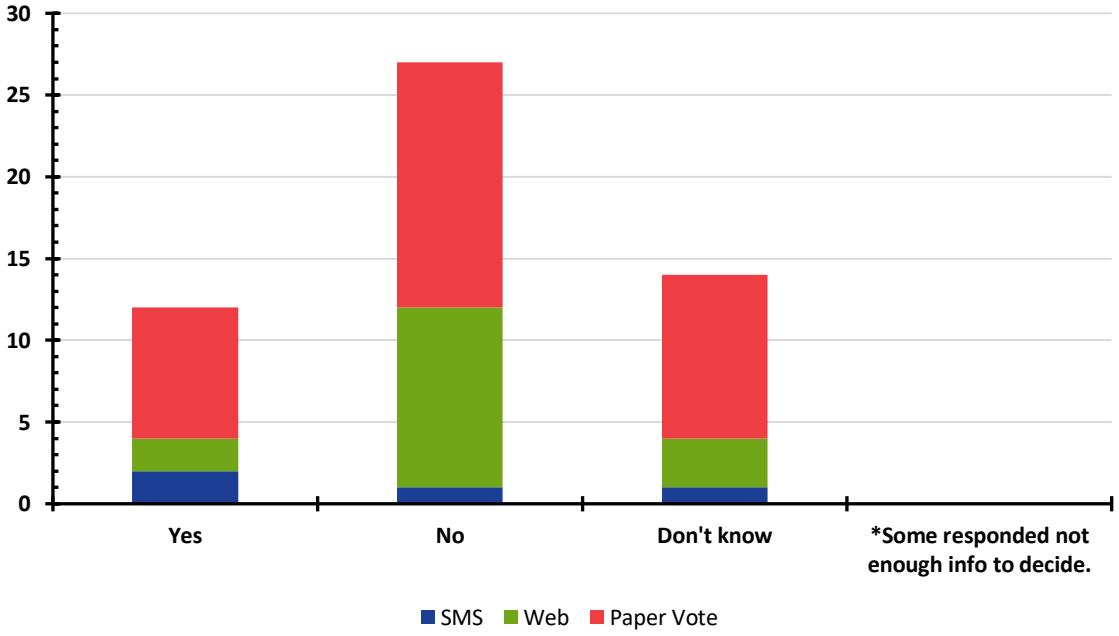


Figure 124: Response to, "What Advantages Would There Be in Partnering with Either Agency for Services?"

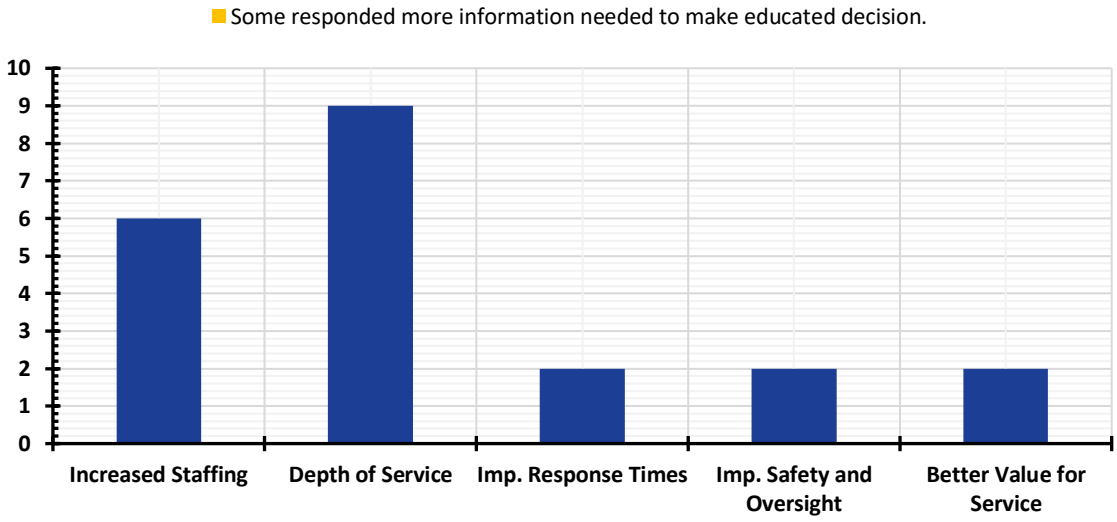
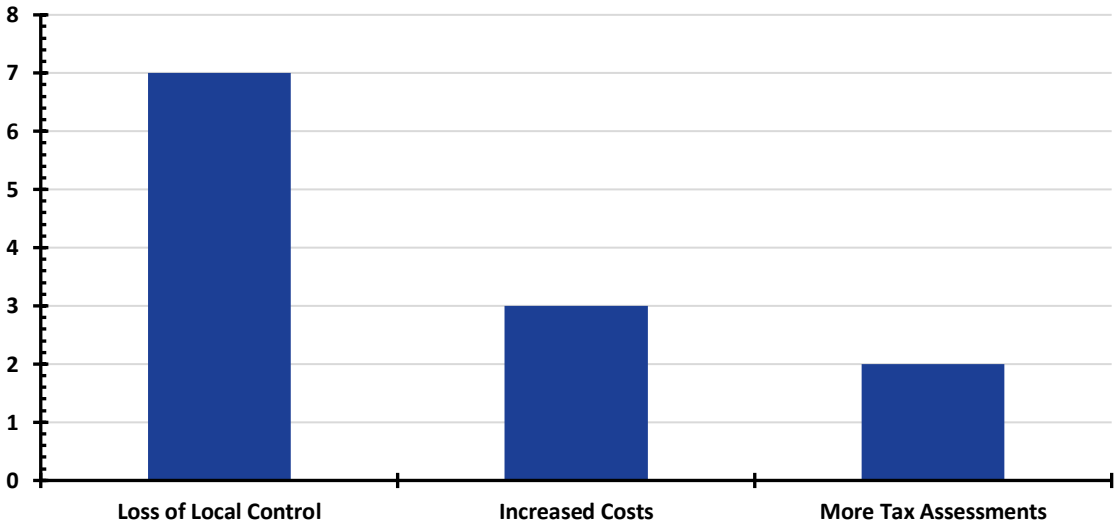


Figure 125: Response to, "What Disadvantages Would There be in Partnering with Either Agency for Services?"



The participants recognized that there are advantages to partnering with one of the surrounding agencies because of the increased staffing and resource depth it would bring. However, several residents expressed that it is important for Pinole to have its own fire department irrespective of whether a partnering option is pursued. Several residents clearly articulated that it is very important that Station 74 be re-opened and staffed full-time. Also expressed was a need for more information regarding partnering options so that the community can make the best-informed decision for service delivery going forward. Increased costs and loss of local control are primary concerns with agency partnering.

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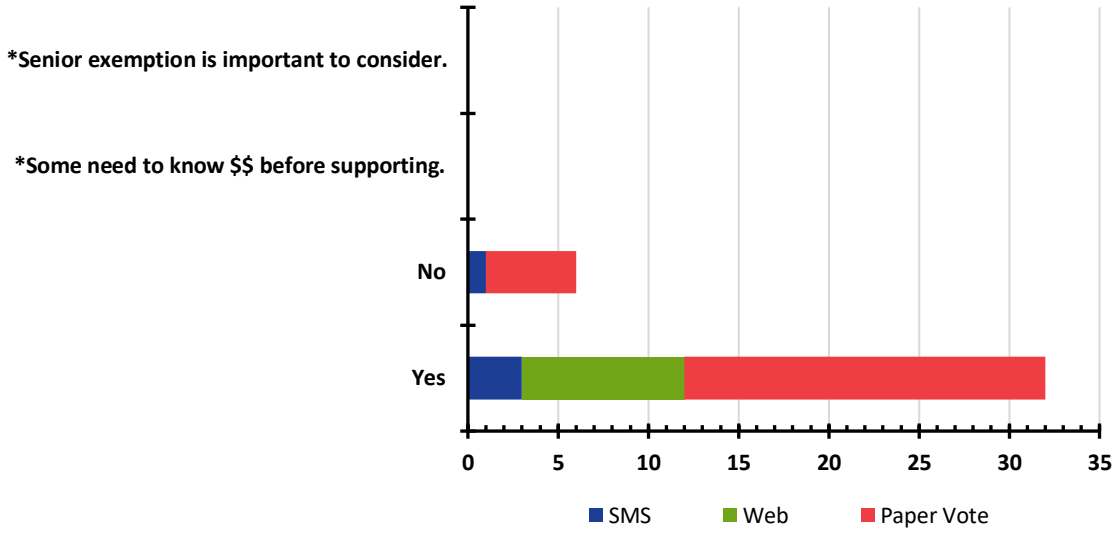
Figure 126: Response to, "Would You Support a Parcel Tax Measure if the Revenue it Generated Improved Services and Financial Stability Either as a Sole Agency or in a Partnering Option?"



Support for a parcel tax measure exists among the participants, as indicated in Figure 126. However, consideration of a senior citizen exemption and some idea of a dollar amount per resident are important factors for residents in their deciding whether to support a tax measure.

The second phase of soliciting opinions and expectations about the Pinole Fire Department and the services it delivers were gathered by direct interviews of stakeholders. Eighteen stakeholders were scheduled for interviews that were completed over a two-day period. Of the 18 interviewees, these stakeholders represented the City Council, City Administration, Community Members, Business Community, PFD Labor, Administrative Staff Members, Chief Officers, and surrounding Fire Chiefs.

It is important to note that the information solicited and provided during this process was provided in the form of "individual inputs," some of which are perceptions as reported by stakeholders. All information was accepted at face value without an in-depth investigation of its origination or reliability. The project team reviewed the information for consistency and frequency of comment to identify specific patterns and/or trends. The stakeholder responses are summarized next.

Elected Officials, Business Community, & Citizens

Are you aware of why we are here and the purpose of this project?

- The majority of those interviewed were aware of why ESCI's representatives were present.
- Several of those interviewed stated that issues such as the closure of Station 74 and the on-going discussion of merging/consolidating/contracting, etc., with a neighboring fire department or district have been going on for several years.
- Others interviewed indicated that the purpose is to find out where the needs are and where to go from there.
- For those individuals who were not aware of the "why" and "purpose" an update was provided.

In your opinion, what are the advantages/positives/strengths of the existing emergency service delivery system?

- The City Fire Department is providing a service and doing it well.
- Benefits were different between the bargaining groups; now, they are the same which has created harmony amongst the employees.
- The fire department has been serving the City for a long time; and people like the idea of having their own full-service fire department; one station staffed with three firefighters.
- Quick and efficient response by the fire department; impressed with the fire department.
- Responding firefighters are competent, and we have local control.
- Motivated, committed, responsive, well trained, and organized.

What are the disadvantages/negatives/weaknesses of the existing system?

- Understaffed due to disabilities, budgeting for equipment, and excessive repairs.
- The relationship between the fire department and the City could be improved.
- Closure of Station 74, due to the City having zero reserve(s) when the recession occurred in December of 2007. Financial recovery for the City has been slow resulting in not having enough funding to reopen Station 74.
- Adversarial situation due to personnel now paying for a portion of the employer's contribution to the Public Employees Retirement System.
- Strained relationship between elected officials and the fire department.
- Assuming there are services that are not currently provided.
- Pinole Fire Department is understaffed, lacks resources, equipment, and money.
- There are potential disadvantages when reflecting on the wildland fires in California last year and the close proximity of homes, schools, etc., to hills and undeveloped land within the City.
- Strong leadership, need to increase training, develop succession planning, implement performance evaluations.

Does the existing system provide the residents and community with acceptable protection?

- No, due to traffic congestion during commute hours.
- There is a perception that there is a negative impact on surrounding agencies due to Pinole Fire Department having only one fire station.
- Three firefighters is not very many; need to bring in other firefighters from neighboring agencies.
- Yes, the existing system provides acceptable protection.
- No, if the Engine has a mechanical issue; response time is negatively affected and is not an adequate response due to having to depend on our neighboring fire agencies.
- Not sure and want to have resources to respond appropriately to any requests for fire services.

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How important do you think it is for the City to have its own fire department?

- The fire department is providing services now.
- Recognizes that there are efficiencies with everyone under the same roof.
- Very important.
- There appears to be a struggle now due to the need for additional resources.
- It is not that important; Stations 73 and 74 are in Pinole; who controls it does not really matter.
- If having our own fire department enables the fire department enhanced ability to respond to emergencies, then it is very important.

Do you believe there would be advantages to the City and level of service if the City were to contract with Contra Costa County FPD or have Rodeo-Hercules annex the area for the provision of fire-based services?

- Yes. Preference is partnering with Rodeo-Hercules Fire Protection District rather than Contra Costa County Fire Protection District.
- Yes, with the assumption that there are services that are not currently provided.
- There definitely would be an advantage.
- Yes, there would be additional training and resources as well as access to services Pinole does not have but the other agencies do.
- Would want this to go to the voters.
- It could be detrimental if the department could not provide—at a minimum—the current level of service.

Do you believe the community would support a parcel tax if the additional funding would improve operations and enhance the financial stability of the department either as a standalone or to fund one of the options mentioned?

- It depends on the dynamics; fixed income recipients are less likely to support an increase in taxes.
- There are competing priorities due to existing conditions of our roadways; should they be addressed at the same time?
- If they understood what improvements were and what the costs are to them; then yes.
- Folks who have wanted the improvements for a while will support it.
- Yes, however, the funds must be allocated specifically for fire service(s).
- The interviewee believes the community will support a parcel tax.
- Possibly; cannot say yes or no. Some communities will support it and other will not.

In the event the City were to contract with Contra Costa County FPD or have Rodeo-Hercules annex the area for the provision of fire-based services, what is the one issue that—if not addressed properly—would be a deal-breaker.

- Financial/cost.
- Identify how services that are provided now will improve and identify the cost.
- Must be able to prove that response times will improve.
- If there is presence in the City.
- Amount of safety personnel provided to the area.
- Taking the time, obtaining appropriate information, making sure that all the agencies coming together are on the same page.

Who do you think would be opposed to the change?

- No—not an organized group.
- There are citizens out there that take pride in having their own fire department.
- Those who do not understand the advantages.
- None; hold on to Pinole's identity.
- People who cannot afford it.
- Those who live in Pinole and only are familiar with Station 73.
- Possibly those who believe they will be stimulating the economy; not supporting the fire department.
- Those who opposed the construction of Station 74.
- Those who oppose spending funds from the City's General Fund.
- Employees affected by combining agencies into one.

Is there anything you would like to add that we have not discussed?

- Hoping for a viable solution that is within the City's financial means.
- What does it take to provide services? A cross section of input is what is anticipated as a result of the current "report."
- Possibly the "study" will put this issue to bed so they can move forward.
- The Pinole Fire Department has always been "spot on."
- 10 years ago, it was appropriate to close Station 74; it should go to a ballot question.
- Residents in this town want more fire coverage; this report is offering the benchmark. What happens when the benchmark is met?
- It is important to come up with a viable solution that the City can afford. If community supports staffing #74—let's do it with a parcel tax. We have options.

Chief Officers, Labor Leaders, & Firefighters Representatives

What are some areas in which you think the department could make improvements?

- Infrastructure
- Improve labor relations with the City Council
- Administrative support
- Succession Planning
- Leadership stability; in the past 9 years, Pinole Fire Department has had 13 Fire Chiefs
- Battalion Chief training
- Consistent training for all safety personnel
- Open Station 74
- Policies are lacking in various yet needed areas
- Lack of a formal hiring process; at this point in time, there has been no consistency.

What do you see as the top critical issues faced by the City fire department today?

- Lack of supervision on A and C shifts
- Staffing
- Policies; there are none
- Adequate Administration—a good service model
- Morale
- Communication

What opportunities, in your view, are available to improve the service and capabilities?

- Collaboration with others
- On-line training
- Policy Development
- Contra Costa Fire Protection District
- Opportunities prevail with a reorganization

What challenges do you see to the change?

- The will of the Fire Chiefs and Elected Officials
- Going to the Union first before going to the Fire Chief
- Finances
- Public perception(s)
- Collectively reviewing the existing Budget in detail
- Local control

What drawbacks do you see to the City contracting with Contra Costa County FPD or have Rodeo-Hercules annex the area for the provision of fire-based services?

- Price of contracting with Contra Costa Fire Protection District
- Cultural differences between the three entities
- Concerned that Rodeo-Hercules Fire financial status and would not add any depth to existing services currently provided
- Health insurance and retirement benefits differ between agencies

What are the critical issues that you believe will need to be addressed prior to moving forward?

- Feasibility
- Viability
- Identify improvements
- How functioning as one will benefit the safety of personnel
- Retirement (PERS vs County Retirement)
- The type of method that will bring us together, i.e., consolidation/annexation/merger/administrative 5-year agreement

Who or what groups do you believe would oppose the change?

- Some City Council members
- Public opposition

Is there anything that you would like to add that we have not discussed?

- Battalion 7 service model should have a temporary fix; there are multiple safety issues.
- Bringing these three agencies together.
- Trying to train together.
- Salary differences
- Open to hearing the options; Pinole Fire has a stressed response number, no training, etc.

Surrounding Area Fire Chiefs

What are some areas in which you think the department (Pinole) could make improvements?

- Pinole Fire is a "taker" due to having one fire station and the need to depend on neighboring agencies.
- Open and staff Station 74.
- Increase staffing levels.
- If Pinole cannot stand alone, opportunities exist operationally when working as the same agency.
- The Battalion 7 agreement is being redesigned; however, it is not as good as being one agency.

What opportunities, in your view, are available to improve the service and capabilities within the region?

- Increase the staffing levels and validate why the levels should be increased; i.e., one or two more firefighters per shift.
- Opportunities exist operationally when working as the same agency.

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What in your opinion are the top critical issues you believe Pinole Fire is facing over the next 5 years?

- Aging fleet.
- A station in the wrong location based on the population density at the waterfront.
- The constant struggle with funding.
- Expansion of services.
- Having the capability to sustain what they have developed into the future; Pinole Fire has not been able to re-gain staffing levels prior to the Recession.

What are the critical issues that you believe will need to be addressed in the Battalion 7 area in the next 5 years?

- Personnel safety
- Capacity
- Common communications
- Ensuring that each cooperating partner lives up to what they have agreed to

How would you propose to address the coverage challenges in the area around the closed Station 74?

- It is important to review existing numbers, i.e., requests for services/assistance from surrounding agencies, etc.—if the numbers aren't working today how will they work in the future?
- There exists a concern that if Rodeo-Hercules annexes the Pinole Fire Department's response area, how will Rodeo-Hercules Fire be able to maintain an acceptable level of service and staff Station(s) 73 and 74?

In your opinion does the area in and around Pinole need a staffed truck company to compliment the required effective response force?

- If there is an effective training plan, the will of the Firefighters to train, etc., then staff the truck.
- Most likely would not staff it as the Truck Company response responsibilities are contained within the Battalion 7 Agreement.
- Currently, Rodeo-Hercules' Truck Company is the only Truck Company in the area and; is currently first-out for Rodeo-Hercules Fire.

What other information would you like to add?

- This is the third request for a proposal from the City of Pinole.
- Pinole needs to do something; the current situation is not sustainable.
- The City of Pinole has placed "Fire" in the background.

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Section III:
OPTIONS FOR SHARED SERVICES

SHARED SERVICES OPTIONS

The following discussion identifies and explains multiple approaches that may be accessed in the State of California for sharing services or partnering in the delivery of services with neighboring agencies.

It is ESCI's understanding based on data review, on-site interviews, and stakeholder input, that since 1971, discussions, studies and proposals, to annex, merge, and/or contract for services between one or more neighboring agencies, have taken place. To date, none of these options have had the administrative, operational, political, or community support necessary to pursue any of the options. While other fire service delivery models are reviewed in this report, an overview of available delivery systems is included to ensure a basic understanding of available partnering strategies.

To adequately discuss the partnering continuum, the terminology and statutory provisions that are available to decision-makers must be understood. The following partner strategies, while not necessarily described by statute, differentiate between various approaches to partnering:

Status Quo

This option continues the current status of PFD without change. PFD continues to provide services as they are today. There is no change to governance, staffing, or deployment of resources beyond the level of that already in place. The current collaborative practices, through the existing cooperative service arrangements and agreements, would remain in effect.

Advanced Auto Aid Systems

When two or more agencies participate in a full boundary drop approach to dispatching the closest resource first regardless of jurisdiction. This process can be greatly enhanced with the utilization of automatic vehicle location technology.

This approach is already in place between PFD, RHFPD, and CCFPD and is memorialized via the "Battalion 7 Agreement."

Functional Consolidation

When two or more agencies enter a collaborative relationship, typically through a contract for service, no permanent organizational commitment is made, and all decision-making power remains with each organization. Interagency collaboration can take many forms and may include shared administrative and support functions, combined operational practices, the participation of fire agencies in activities such as local fire management bodies (such as fire defense boards), mutual aid agreements, and interagency disaster planning exercises. It can also provide for complete service delivery as an integrated/consolidated fire agency from one local agency to another.

One form of functional consolidation is through Contract for Service or Intergovernmental Agreement (IGA), described in greater detail as follows.

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Contract for Service—Intergovernmental Agreement (IGA)[31]

In the State of California, authorization for an intergovernmental agreement (contract for service) for the provision of fire services between agencies as provided for by California Statute and Government Code (CGC) Section 55613-55614, and the California Public Contracting Code (CPCC) Section 20811 are commonly referred to as a "Contract for Service."

The California Government Code and Public Contracting Code is written with the intent of being liberally construed relating to contracting for public safety services by cities and fire districts, and states, in part, that:

> *CPCC 20811. When a district board determines that it is in the public interest, a district may contract with any other public agency for fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and any other emergency services for the protection of lives and property.*

This permissive statute allows for a local agency, which includes cities and districts to enter into a written agreement with any other unit or units of a local agency for the performance of any or all fire services and activities that a party to the agreement, its officers or agencies, have authority to perform. The agreement may provide for the performance of a function or activity:

(1) By a consolidated and fully integrated department;
(2) By jointly providing for administrative officers and services;
(3) By means of facilities or equipment jointly constructed, owned, leased, or operated;
(4) By services and/or functions provided by one of the parties for any other party;

Collaborative approaches under the CGC can include shared or contracted programmatic services, often referred to as *functional unification* or *functional consolidation*. Approaches may include shared administrative service, training programs, fire prevention outreach, or numerous other functional collaborative strategies. This approach can also include a fully integrated/consolidated fire district with services contracted to another local agency.

California law, regulations, and policy directives declare intergovernmental cooperation as a matter of statewide concern and grants special districts broad power to contract with other governmental entities for any function or activity the agencies have authority to perform.

An example of an IGA is the May 29th Fire Services Contract proposal from Contra Costa Fire Protection District to the City of Pinole (Appendix A).

Operational Consolidation

Operational consolidation occurs when two or more separate departments join operationally or administratively to form one organization. The entities remain largely separate; however, they deliver service as if they were one agency.

[31] *California Government Code and California Public Contracting Code, Sections 55513–55614, 55631, 55632, 20811.*

Joint Powers Authority

(CGC Section 6500, et seq.)

Joint powers are exercised when the public officials of two or more agencies agree to create another legal entity or establish a joint approach to work on a common problem, fund a project, or act as a representative body for a specific activity.

Before 2016, LAFCOs did not have authority over contracts between government agencies such as Joint Powers Agreements/Agencies (JPA). However, changes in the law require cities and districts to apply to LAFCO for approval of a JPA in certain circumstances.

Many of the changes in the laws governing LAFCO are in response to confusion among citizens regarding who and how their local government services are provided. Also, constituents are requesting increased transparency in government. LAFCOs are expected to provide resources to sort out government service providers, as well as assist in the coordination and long-range planning of those services. LAFCO's role has expanded from oversight of boundary changes to conducting studies that analyze the efficient and economical provision of local government services.

Legal Unification

The concept of legal unification means combining two or more existing organizations into a single, unified, agency. Doing so includes all aspects of the organization's policies, administration, governance, financing, functions, and operations. Legal integration of fire services in California can be achieved in a number of ways, the most common forms for fire districts are district formation, consolidation, reorganization, annexation, or formation of a Joint Powers Agency. District formation, consolidation, reorganization, and annexation are changes of organization which require approval by LAFCO. In some cases, the formation or expansion of a JPA also requires LAFCO approval.

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Section IV:
OPTIONS FOR DELIVERY OF FIRE-BASED SERVICES

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OPTIONS

Per the Regional Fire Service Delivery Study Scope of Work, ESCI was to research possible options for providing fire protection to the community. The alternatives available to accomplish providing these services were limited due to the lack of availability of agencies with capacity and capability in general proximity to Pinole.

Option A: Rodeo-Hercules Fire Protection District

During preliminary discussions with the City of Pinole and the Chief of the Rodeo-Hercules Fire Protection District (RHFPD), ESCI was led to believe that the District was interested in offering a proposal to provide fire protection services under contract to territory within the City of Pinole or annex the area within the City limits into the District so it would receive services comparable to other territories within the District.

Several weeks into developing the baseline analysis of options, the RHFPD Fire Chief transmitted a note via email that RHFPD would not be interested in submitting proposals until the study is completed. Prior to receiving the communication from RHFPD, ESCI had initiated a preliminary analysis of the District's organizational structure and financial condition based on information available via the internet.

RHFPD is similar in operational make up to PFD with the exception being RHFPD operates two staffed stations versus PFD's one. RHFPD, like PFD, has minimal administrative staff to carry out critical administrative tasks. In the event RHFPD were to submit any proposal to provide service, the proposal should include a provision for opening PFD Station 74 as well as staffing key administrative functions.

Should RHFPD express an interest in annexing the area within the Pinole City Limits, the following will need to be considered:

- Expand the boundaries of the Rodeo-Hercules FPD to include territory within the City of Pinole by submitting an annexation proposal to LAFCO.
- Transfer (or lease) City-owned fire service facilities and equipment (i.e., stations, rolling stock, hoses, ladders, etc.) to the Rodeo-Hercules FPD.
- Have the RHFPD hire City of Pinole employees who provide fire protection and wish to become employees of the RHFPD and devise a process to determine relative employee seniority.
- Determine how to fund the additional service responsibilities incurred by the RHFPD such as reallocate a percentage of the City's property tax allocation to RHFPD effective the year the annexation becomes effective. This percentage amount would be negotiated and approved by the City, the District, and the Board of Supervisors and consider extending an existing Special Tax already imposed by Rodeo-Hercules FPD within its current boundaries to the parcels being annexed. It is assumed this would be a condition of LAFCO's approval of the annexation.

- As a result of these changes, (1) the territory within the City would be within the boundaries and service area of the RHFPD, (2) the City would receive a smaller portion of the 1 percent property tax levied within its boundaries but would have fewer municipal expenses since it would no longer provide fire protection services, and (3) property owners within the City would begin paying the special tax which is already being paid by property owners within the Rodeo-Hercules FPD.
- Any proposal from RHFPD should include a plan to staff Pinole Station 74 and provide the administrative functions currently missing within PFD.

Option B: Contra Costa County Fire Protection District

The City of Pinole requested a proposal from Contra Costa County Fire Protection District (CCFPD) to provide services within the Pinole City Limits.

The proposal received from CCFPD is analyzed below. It must be noted that as stated in the document from CCFPD, this is a proposal, not an offer to provide service, and all terms of the proposal would require negotiation.

CCFPD provides fire and emergency medical services to nearly a million people across its 304-square-mile District area, and through mutual aid, in and around the 19 cities and unincorporated communities of Contra Costa County, California. With few exceptions, county emergency ambulance transport services are provided by CCFPD through its unique sub-contractor Alliance model. In 2018, the District responded to nearly 75,000 fire and EMS emergencies and dispatched some 95,000 ambulances, providing expert medical care on more than 74,000 ambulance transports. The District, with 26 fire stations and more than 400 employees, appears to be well funded, well equipped, and is capable of expanding services to include the City of Pinole.

The terms of the proposal include staffing each station with a crew of three personnel on a 24-hour per day, seven days per week basis, and one Battalion Chief-level position on a 56-hour per shift basis with an annual 5 percent escalation for all labor costs. The proposal includes providing components of administration currently understaffed by PFD, such as training, EMS program oversight, duty chief coverage, IT support, and others. The proposal does not include Fire Prevention/Fire Investigation Services or code enforcement that is not cost neutral. The proposal also does not include annual charges for dispatch services. Should Pinole elect to purchase or retain its own equipment, the District would provide maintenance services on those vehicles at an hourly rate of $100 per hour. The proposal does not include a cost for mobile or hand-held radio equipment. Should Pinole elect to allow the CCFPD to purchase fire trucks for use in the City, the proposal contains a provision for the City to contribute funds to the District's apparatus replacement fund, based on a 10-year replacement cycle for the apparatus.

The City of Pinole may negotiate a contract with CCFPD that would not include acquiring fire apparatus through the service contract; however, it would still be necessary for the City to acquire apparatus to provide the services contemplated under the contract. Operating costs proposed under the contract are indicated in the following figure. Capital costs included in the proposal from CCFPD are separately indicated below the operating costs. The City is in the process of acquiring a new Type I engine. The engine, while capable of comparably performing all the required tasks, does not meet the current specifications of CCFPD.

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Figure 127: Contra Costa Fire Protection District Proposal for Fire Protection Services

Contra Costa Fire Protection District Proposal	Projected				
	Year 1	Year 2	Year 3	Year 4	Year 5
Staffing Costs, Including Benefits, Escalates at 5% per Year					
Station 73	3,274,629	3,438,360	3,610,278	3,790,792	3,980,332
Station 74	3,274,629	3,438,360	3,610,278	3,790,792	3,980,332
Shift Battalion Chief	467,880	491,274	515,838	541,630	568,711
Staffing Sub-Total	7,017,138	7,367,995	7,736,395	8,123,214	8,529,375
Administrative Overhead (10%)	701,714	736,799	773,639	812,321	852,938
Total Operating Costs Per the Proposal	7,718,852	8,104,794	8,510,034	8,935,535	9,382,313
Optional Capital Replacement Costs and Staff Vehicle Rental					
Battalion Chief Vehicle	8,700	8,700	8,700	8,700	8,700
Type I Engine—Station 73	94,985	94,985	94,985	94,985	94,985
Type I Engine—Station 74	94,985	94,985	94,985	94,985	94,985
Type III Engine—Station 73	42,150	42,150	42,150	42,150	42,150
Type III Engine—Station 74	42,150	42,150	42,150	42,150	42,150
Capital Replacement Reserve	310,000	310,000	310,000	310,000	310,000
Type I Engine Loose Equipment—73	45,000	-	-	-	-
Type I Engine Loose Equipment—74	45,000	-	-	-	-
Type III Engine Loose Equipment—73	25,000	-	-	-	-
Type III Engine Loose Equipment—74	25,000	-	-	-	-
Battalion Chief Loose Equipment	25,000	-	-	-	-
Equipment Replacement Reserve	22,500	22,500	22,500	22,500	22,500
Totals	**$8,499,322**	**$8,720,264**	**$9,125,504**	**$9,551,006**	**$9,997,783**

The following figure shows the impact on the City of Pinole's projected budgets through the fifth year. This proposal uses the total operating costs from the CCFPD proposal from Figure 127 as the starting point. These costs would include a minimum of three crew members per shift staffing at both stations, the cost of a Battalion Chief's position, and administrative costs of 10 percent of the total salary and benefits costs. The proposal has an automatic five percent annual escalator included for anticipated cost increases. All current costs associated with the fire department are removed, and the contract fire prevention officer costs added back to determine the impact on the City's General Fund Budget for the five years. These calculations freeze the City's General Fund and Measure S contributions at current levels. To re-open Station 74, an apparatus will be required and, to ensure funds are available to purchase replacement apparatus, an apparatus replacement fund is indicated as being created. While the City would no longer pay for current, normal costs for pensions, the City's unfunded actuarial liabilities would not be extinguished, and payments would be required to pay off that liability. The costs associated with accepting the Contra Costa FPD proposal assume that the City of Pinole will, rather than purchase apparatus through the proposal, purchase its own apparatus and create a fleet replacement fund to provide cash to replace the vehicles at the end its useful life. Accordingly, some amount should be considered for annual maintenance costs related to the apparatus. Similar to the projected amounts contained in prior figures, the information contained in the following figures utilizes revised amounts provided represents amounts available on December 15, 2019.

The parcel tax calculations include allocating the costs of this Option first, between the three types of parcels, with 10 percent of the single-family parcels being excluded as occupied by at least one person aged 65 or older, and second, allocating the costs using the total number of parcels, again reduced by 10 percent of the single-family units for the senior's discount. The 10 percent figure is based on information from the 2010 U.S. Census.

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Figure 128: Impact on Future City of Pinole Operating Budgets of Accepting the Contra Costa FPD Proposal

Costs	Year				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Contra Costa Proposed Operating Costs (Figure 127)	7,718,852	8,104,794	8,510,034	8,935,536	9,382,313
Add Fire Prevention Costs	160,000	160,000	160,000	160,000	160,000
UAL Pension Liability Payment	386,129	441,171	506,390	559,659	591,073
Total Operating Costs	**8,264,981**	**8,705,965**	**9,176,424**	**9,655,195**	**10,133,386**
Additional Type I Engine Lease	102,948	102,948	102,948	102,948	102,948
Replacement Fund	231,454	231,454	231,454	231,454	231,454
Total Capital Expenditures	**334,402**	**334,402**	**334,402**	**334,402**	**334,402**
Total Expenditures	**8,599,383**	**9,040,367**	**9,510,826**	**9,989,597**	**10,467,788**
Deduct GF Funding Cap	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Projected Funding from Measure S Initiatives	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)
Revised Net Funding from the Parcel Tax	**4,100,160**	**4,541,144**	**5,011,603**	**5,490,374**	**5,968,565**
Commercial Tracts	574	574	574	574	574
Parcel Tax Per Tract	968.96	1,073.18	1,184.36	1,297.50	1,410.51
Costs Allocated	556,184	616,003	679,820	744,765	809,632
Multi-Family Tracts	105	105	105	105	105
Parcel Tax Per Tract	807.47	894.31	986.96	1,081.25	1,175.42
Costs Allocated	84,784	93,903	103,631	113,531	123,419
Single Family Tracts	5,950	5,950	5,950	5,950	5,950
10% Tracts Eligible for Senior Exemptions	(595)	(595)	(595)	(595)	(595)
Net Single-Family Tracts	5,355	5,355	5,355	5,355	5,355
Parcel Tax Per Tract	645.97	715.45	789.57	865.00	940.34
Costs Allocated	3,459,192	3,831,238	4,228,152	4,632,077	5,035,514
Total Costs Allocated	**4,100,160**	**4,541,144**	**5,011,603**	**5,490,374**	**5,968,565**
Total Tracts	6,629	6,629	6,629	6,629	6,629
10% Tracts Eligible for Senior Exemptions	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	**6,034**	**6,034**	**6,034**	**6,034**	**6,034**
Parcel Tax Per Tract	679.51	752.59	830.56	909.91	989.16
Total Costs Allocated	**4,100,160**	**4,541,144**	**5,011,603**	**5,490,374**	**5,968,565**
Escalation		10.76%	10.36%	9.55%	8.71%

The decrease in the annual escalation results from the decrease in the growth rate of the funding for the UAL pension costs.

Option C: Expansion of the Pinole Fire Department System

A third alternative to be considered is the restoration of the service model using the currently closed Station 74 and staffing of key administrative positions. This alternative maintains minimum staffing of three personnel for each of the three shifts at this station and enhances service to the area around Station 74 to include initial attack for fire incidents and the provision of advanced life support (Paramedics). It is contemplated that the officers and engineers for Station 74 will be promoted from the current employees at Station 73 and all new hires will be at the firefighter level and placed under the PEPRA pension system. Salaries for each of the three positions are projected using Step B from the City of Pinole Salary Ranking schedule dated May 31, 2019. Since May 31, 2019, employees have received a 3 percent cost of living adjustment. Overtime costs are projected to be approximately $100,000 per year higher than those projected at Station 73 or approximately $400,000 per year, or $133,333 per shift. Pension and benefit costs are projected by interpolating costs from the FY 19/20 Budget. Medicare costs are calculated at 1.045 percent of gross salaries. Education and certification pay are calculated at $50 per month per position. Salary costs are escalated at the previously established 3 percent annually. Benefits other than pension costs increase at a 5 percent annual rate. Pension costs are estimated to remain at 13.1 percent per the CalPERS August 2018 PEPRA Safety Fire Plan Annual Valuation report as of June 30, 2017, for the new employees.

There will be other miscellaneous but minimal station operating expenses resulting from the occupancy of the station on a full-time basis. There will be additional supplies, including the annual employee clothing allowances and start-up costs for turnout gear for new employees.

Additionally, capital expenditures may include the acquisition of a new Type I engine to be used by the expanded crews at Station 74.

The following figure indicates the costs associated with adding Station 74 back into the deployment model.

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Figure 129: Projected Costs to Re-Open Station 74, Years 1–5

Station 74 Staffing Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Station 74 Staffing Costs					
Captain	95,539	98,405	101,357	104,398	107,530
Engineer	86,337	88,927	91,595	94,343	97,173
Firefighter/Paramedic	82,724	85,206	87,762	90,395	93,107
Overtime Costs	133,333	133,333	133,333	133,333	133,333
Per Shift	397,933	405,871	414,047	422,469	431,143
Number of Shifts	3	3	3	3	3
Compensation	*1,193,800*	*1,217,614*	*1,242,140*	*1,267,407*	*1,293,429*
Pension Costs	157,009	160,141	163,366	166,689	170,112
Estimated Health Insurance	248,462	260,885	273,929	287,625	302,007
Life And AD&D Insurance	3,445	3,617	3,798	3,988	4,187
Medicare	17,310	17,655	18,011	18,377	18,755
Estimated Education/Certification Pay	5,400	5,400	5,400	5,400	5,400
Benefits	*431,625*	*447,698*	*464,504*	*482,080*	*500,460*
Compensation and Benefits—Station 74	**1,625,425**	**1,665,312**	**1,706,643**	**1,749,487**	**1,793,889**
Clothing Allowance	9,000	7,200	7,200	7,200	7,200
Turnout Gear	31,500	—	—	—	—
Total Supplies	40,500	7,200	7,200	7,200	7,200
Total Operating Costs	**1,665,925**	**1,672,512**	**1,713,843**	**1,756,687**	**1,801,089**
Type I Engine Lease	102,948	102,948	102,948	102,948	102,948
Apparatus Replacement Fund	231,454	231,454	231,454	231,454	231,454
Total Capital Expenditures	334,402	334,402	334,402	334,402	334,402
Total Costs	**$2,000,327**	**$2,006,914**	**$2,048,245**	**$2,091,089**	**$2,135,491**

Based on ESCI's review of critical administrative functions, PFD will need additional full-time staffing to manage programs and other administrative tasks. ESCI is recommending the creation of three 40-hour per week positions to assist in managing the organization. The first position would be an Administrative Battalion Chief, responsible for the EMS program, training program oversight, policies and procedures, and provide an additional chief officer for supervision. The second position would be a Training Captain responsible for the training program with oversight from the Administrative Battalion Chief. A third recommended position would be a Fire Prevention Officer responsible for all fire prevention duties, including those carried out by the current contract inspector. The following figure provides an estimated cost for each position and in total.

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Figure 130: Projected Costs of Additional Administrative Positions, FY 19/20–FY 23/24

Projected Administrative Position Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Battalion Chief—Administration	*152,894*	*157,481*	*162,205*	*167,072*	*172,084*
Pension Costs	20,029	20,630	21,249	21,886	22,543
Estimated Health Insurance	26,292	27,607	28,987	30,437	31,958
Life and AD&D Insurance	420	441	463	486	511
Medicare	2,217	2,328	2,444	2,566	2,695
Estimated Education/Certification Pay	600	630	662	695	729
Benefits	*49,558*	*51,636*	*53,805*	*56,070*	*58,436*
Salary & Benefits—Admin BC	**202,452**	**209,117**	**216,010**	**223,142**	**230,520**
Captain—Training	*88,339*	*90,989*	*93,719*	*96,530*	*99,426*
Pension Costs	11,572	11,920	12,277	12,645	13,025
Estimated Health Insurance	26,292	27,607	28,987	30,437	31,958
Life and AD&D Insurance	243	255	268	281	295
Medicare	1,281	1,345	1,412	1,483	1,557
Estimated Education/Certification Pay	600	630	662	695	729
Benefits	*39,988*	*41,757*	*43,606*	*45,541*	*47,564*
Salary & Benefits—Training Capt.	**128,327**	**132,746**	**137,325**	**142,071**	**146,990**
Fire Prevention Officer (Building Inspector pay)	*67,601*	*69,629*	*71,718*	*73,870*	*76,086*
Pension Costs	8,856	9,121	9,395	9,677	9,967
Estimated Health Insurance	26,292	27,607	28,987	30,437	31,958
Life and AD&D Insurance	186	195	205	215	226
Medicare	980	1,029	1,081	1,135	1,191
Estimated Education/Certification Pay	600	630	662	695	729
Benefits	*36,914*	*38,582*	*40,330*	*42,159*	*44,071*
Salary & Benefits—Prevention Capt.	**104,515**	**108,211**	**112,048**	**116,029**	**120,157**
Total Administrative Personnel Costs	**$435,295**	**$450,074**	**$465,382**	**$481,240**	**$497,669**

The following figure combines the current projections, projected costs associated with re-opening Station 74, and the costs to increase administrative positions for the fire department. This alternative includes setting a fixed amount to be funded from the City's General Fund Budget that is limited to the funding amount in the adopted FY 19/20 budget. The Measure S initiatives from both 2014 and 2006 are frozen in a similar manner. The funds to provide for these costs are proposed to be derived from the implementation of a parcel tax.

Current fire department operating costs, as identified in Figure 27 and the following figure, includes payments under the legacy CalPERS pension system, which is anticipated to increase dramatically over the next several years. Pension costs on salaries included in the proposed Station 74 and Administrative positions are calculated under the less expensive PEPRA system.

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This option provides for the re-opening of Station 74, with employee costs of three full-time positions per shift; the creation of an Administrative Battalion Chief, a Training Captain position, and a Fire Prevention Officer included in the projections. Included in this option are the addition of the cost of the lease of a Type I engine and the establishment of an apparatus replacement fund to provide for the replacement of fire apparatus in the future. This option is the most flexible alternative as it provides medical response capability with increased fire response capacity.

Figure 131: Projected Fire Department Costs Including Station 74 and Administrative Staffing, FY 20/21–FY 24/25

Projected Fire Department Operating Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Total Operating Costs (Figure 27)	5,272,626	5,829,220	6,434,978	7,095,984	7,854,198
Fire Prevention	(160,000)	(160,000)	(160,000)	(160,000)	(160,000)
Station 74 Operating Costs (Figure 129)	1,665,925	1,672,512	1,713,843	1,756,687	1,801,089
Administrative Positions	435,295	450,074	465,382	481,240	497,669
Total Operating Costs	**7,213,846**	**7,791,806**	**8,454,203**	**9,173,911**	**9,992,956**
Additional Type I Engine Lease	102,948	102,948	102,948	102,948	102,948
Replacement Fund	231,454	231,454	231,454	231,454	231,454
Total Capital Expenditures					
Total Expenditures	**7,548,248**	**8,126,208**	**8,788,605**	**9,508,313**	**10,327,358**
Deduct General Fund Funding Cap	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Deduct Measure S Initiatives Cap (Figure 27)	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)
Revised Net Funding from the Parcel Tax	**3,049,026**	**3,626,986**	**4,289,383**	**5,009,091**	**5,828,136**
Commercial Tracts	574	574	574	574	574
Parcel Tax Per Tract	720.55	857.14	1,013.68	1,183.76	1,377.32
Costs Allocated	**413,598**	**491,998**	**581,852**	**679,480**	**790,583**
Multi-family Tracts	105	105	105	105	105
Parcel Tax Per Tract	600.46	714.28	844.73	986.47	1,147.77
Costs Allocated	**63,049**	**75,000**	**88,697**	**103,579**	**120,516**
Single Family Tracts	5,950	5,950	5,950	5,950	5,950
10% Tracts Eligible for Senior Exemptions	(595)	(595)	(595)	(595)	(595)
Net Single-Family Tracts	5,355	5,355	5,355	5,355	5,355
Parcel Tax Per Tract	480.37	571.43	675.79	789.17	918.21
Costs Allocated	**2,572,379**	**3,059,988**	**3,618,834**	**4,226,032**	**4,917,038**
Total Costs Allocated	**3,049,026**	**3,626,986**	**4,289,383**	**5,009,091**	**5,828,136**
Net Total Tracts	6,034	6,034	6,034	6,034	6,034
Parcel Tax Per Tract	505.31	601.09	710.87	830.14	965.88
Costs Allocated	**3,049,026**	**3,626,986**	**4,289,383**	**5,009,091**	**5,828,136**
Escalation		18.96%	18.26%	16.78%	16.35%

Option D: Staffing of Station 74 Service Area Utilizing Two-Person Unit

A fourth alternative to consider is the implementation of a service model using the currently closed Station 74 and utilizing a quick response/attack unit staffed with two qualified personnel. This option enhances service to the area around Station 74 to include limited initial attack for fire incidents and improved provision of advanced life support (Paramedics). Salaries for the two positions are projected using Step B from the City of Pinole Salary Ranking schedule dated May 31, 2019. Pension costs are calculated at the PEPRA rate of 13.1 percent, and benefit costs are projected by interpolating costs from the FY 19/20 Budget. Medicare costs are calculated at 1.045 percent of gross salaries. Education and certification pay are calculated at $50 per month per position. Salary costs are escalated at the previously established 3 percent annually. Benefits other than pension costs increase at a 5 percent annual rate. Pension costs are estimated to remain at 13.1 percent per the CalPERS August 2018 PEPRA Safety Fire Plan Annual Valuation report as of June 30, 2017, for the new employees.

This alternative, while not recommended, restores the minimum staffing of two personnel for each of the three shifts at this station. This option will provide an apparatus with medical response capability and minimal fire response capacity. The effect on fire operations would be to allow safer operations for firefighters and the ability to conduct interior operations on structure fires without awaiting the arrival of mutual or automatic aid companies.

Figure 132: Estimated Cost of Reopening and Staffing a Quick Response Pumper at Station 74

Station 74 Staffing Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Engineer	86,337	88,927	91,595	94,343	97,173
Firefighter/Paramedic	82,724	85,206	87,762	90,395	93,107
Overtime Costs	66,667	66,667	66,667	66,667	66,667
Per Shift	235,727	240,799	246,023	251,404	256,946
Number of Shifts	3	3	3	3	3
Compensation	*707,182*	*722,398*	*738,070*	*754,212*	*770,838*
Pension Costs	92,641	94,634	96,687	98,802	100,980
Estimated Health Insurance	165,641	173,923	182,619	191,750	201,338
Life and AD&D Insurance	2,041	2,143	2,250	2,362	2,480
Medicare	10,254	10,475	10,702	10,936	11,177
Estimated Education/Certification Pay	5,400	5,400	5,400	5,400	5,400
Benefits	*275,977*	*286,575*	*297,658*	*309,250*	*321,375*
Compensation and Benefits—Station 74	**983,159**	**1,008,973**	**1,035,728**	**1,063,462**	**1,092,213**
Station 74 Supplies					
Clothing Allowance	9,000	7,200	7,200	7,200	7,200
Turnout Gear	31,500	–	–	–	–
Total Supplies	*40,500*	*7,200*	*7,200*	*7,200*	*7,200*
Total Station 74 Costs	**1,023,659**	**1,016,173**	**1,042,928**	**1,070,662**	**1,099,413**

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Station 74 Staffing Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
PFD Projected Operating Costs	5,272,626	5,829,220	6,434,978	7,095,984	7,854,198
Quick Attack Pumper Lease	24,048	24,048	24,048	24,048	24,048
Projected Costs	**6,320,333**	**6,869,441**	**7,501,954**	**8,190,694**	**8,977,659**
Deduct General Fund Funding Cap	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Deduct Measure S Initiatives Cap (Figure 27)	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)
Amount to Fund from Parcel Tax	**1,821,110**	**2,370,217**	**3,002,731**	**3,691,471**	**4,478,436**
Commercial Tracts	574	574	574	574	574
Parcel Tax Per Tract	393.48	512.13	648.79	797.61	967.65
Costs Allocated	225,860	293,962	372,408	457,828	555,430
Multi-Family Tracts	105	105	105	105	105
Parcel Tax Per Tract	327.90	426.77	540.66	664.67	806.37
Costs Allocated	34,430	44,811	56,770	69,791	84,669
Single Family Tracts	5,950	5,950	5,950	5,950	5,950
10% Tracts Eligible for Senior Exemptions	(595)	(595)	(595)	(595)	(595)
Net Single-Family Tracts	5,355	5,355	5,355	5,355	5,355
Parcel Tax Per Tract	291.47	379.35	480.59	590.82	716.78
Costs Allocated	1,560,820	2,031,444	2,573,553	3,163,852	3,838,337
Total Costs Allocated	**1,821,110**	**2,370,217**	**3,002,731**	**3,691,471**	**4,478,436**
All Tracts w/o Regard to Classification	6,629	6,629	6,629	6,629	6,629
10% Tracts Eligible for Senior Exemptions	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	6,034	6,034	6,034	6,034	6,034
Parcel Tax Per Tract	296.59	392.81	497.64	611.78	742.20
Total Costs Allocated	1,789,610	2,370,217	3,002,731	3,691,471	4,478,436
Escalation		32.44%	26.69%	22.94%	21.32%

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Option E: Staffing Station 74 with a Two-Person Unit and Add a Training Captain[32]

The following figure includes costs associated with adding a two-person quick response unit noted in Figure 132 and the addition of a recommended Training Captain's position to assist in the continuing training of the Department's firefighters and the administrative tasks of the Department. The addition of the Training Captain position will remove these day-to-day responsibilities from the Fire Chief, allowing him to focus on the more strategic needs of the agency.

Figure 133: Estimated Cost of Reopening and Staffing a Quick Response Pumper at Station 74 and a Training Captain

Station 74 Staffing Costs and Training Captain	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Operating Costs (Figure 27)	5,272,626	5,829,220	6,434,978	7,095,984	7,854,198
Total Station 74 Costs	**1,023,659**	**1,016,173**	**1,042,928**	**1,070,662**	**1,099,413**
Training Captain Costs	128,327	132,745	137,325	142,071	146,991
Total Projected Operating Costs	6,424,612	6,978,138	7,615,231	8,308,717	9,100,602
Quick Attack Pumper Lease	24,048	24,048	24,048	24,048	24,048
Total Projected Costs	**6,448,660**	**7,002,186**	**7,639,279**	**8,332,765**	**9,124,650**
General Fund Maximum Contributions	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Measure S Initiatives—Maximum	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)
Amount to Fund from Parcel Tax	1,949,438	2,502,963	3,140,056	3,833,542	4,625,427
Commercial Tracts	574	574	574	574	574
Parcel Tax Per Tract	460.70	591.51	742.07	905.95	1,093.09
Costs Allocated	264,440	339,525	425,946	520,017	627,436
Multi-Family Tracts	105	105	105	105	105
Parcel Tax Per Tract	383.91	492.92	618.39	754.96	910.91
Costs Allocated	40,311	51,757	64,931	79,271	95,646
Single Family Tracts	5,950	5,950	5,950	5,950	5,950
10% Tracts Eligible for Senior Exemptions	(595)	(595)	(595)	(595)	(595)
Net Single-Family Tracts	5,355	5,355	5,355	5,355	5,355
Parcel Tax Per Tract	307.13	394.34	494.71	603.97	728.73
Costs Allocated	1,644,687	2,111,681	2,649,179	3,234,254	3,902,345
Total Costs Allocated	**1,949,438**	**2,502,963**	**3,140,056**	**3,833,542**	**4,625,427**
All tracts w/o Regard to Classification	6,629	6,629	6,629	6,629	6,629
10% Tracts Eligible for Senior Exemptions	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	**6,034**	**6,034**	**6,034**	**6,034**	**6,034**
Parcel Tax Per Tract	**323.08**	**414.81**	**520.39**	**635.32**	**766.56**
Total Costs Allocated	**1,949,438**	**2,502,963**	**3,140,056**	**3,833,542**	**4,625,427**
Escalation		28.39%	25.45%	22.09%	20.66%

[32] Option is an addition to this Addendum.

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Capital Costs to Implement the Expansion of Services

To accomplish the reopening of Station 74 as a firefighting unit with medical first response capabilities and to fill the administrative and prevention positions recommended above, it will be necessary to invest in capital resources. The following figure estimates the amounts necessary to acquire the vehicles identified in the preceding recommendations.

Figure 134: Costs of Capital Resources to Reopen Station 74 and Add Administrative and Prevention Staff

Description	Vehicle Cost	Equipment Cost	Total Cost
Quick attack	$150,000	$50,000	$200,000
Or Type I Engine	$850,000	$50,000	$900,000
Battalion Chief SUV	$45,000	$30,000	$75,000
Training Captain Pickup	$35,000	$20,000	$55,000
Fire Prevention Officer	$35,000	$5,000	$40,000

In comparing the costs between a Type I engine with a crew of three and a Type VI quick attack pumper with a crew of two, several issues need to be considered in the decision. The first issue is the community's expectation regarding the effectiveness of the smaller crew of the Type VI arriving on a medical response and being able to efficiently provide continuous Advanced Life Support (ALS) intervention pending the arrival of an ambulance unit. The second consideration is the effectiveness of the smaller crew and minimum capabilities of a Type VI engine arriving at a structure fire and being expected to safely perform the tasks of the larger crew of the Type I engine. Placing a Type I engine in Station 74 would improve response times to the area served by the station and would increase firefighter safety as well as effectiveness throughout the system. Personnel costs would increase approximately $400,000 per year to add the third firefighter position per shift at Station 74.

Potential Revenue Source to Provide Funding for Restoration of Services from Station 74

Costs required to improve the performance of the Pinole Fire Department by restoring fire and EMS response services from Station 74 are significant and include operations as well as capital costs. As the City of Pinole continues to experience fiscal issues associated with, among other demands, increased pension funding requirements, an additional source of revenue is necessary to provide funding for the increased costs associated with Station 74.

The State of California allows for community-approved special assessments to provide funding for specific government programs such as fire protection. One such alternative would be that of a parcel tax. As indicated in the projections of Figure 133, the proposed parcel tax has, for your consideration, been calculated with and without an exemption for senior citizens and with being allocated by property type versus a total parcel count.

ESCI evaluated various service fee lists provided by the City of Pinole to determine if any were a suitable model for an allocation schedule that fairly distributes the costs among the types of parcels. ESCI determined that none of the provided fee allocation schedules were appropriate and elected to develop a model based on differences in assumed risk between the three categories; commercial, multi-family residential, and single-family residential. The methodology assumes that single-family residential would be the base risk upon which the other categories would be viewed and would assign it a 1.0 risk factor. Multi-family residential would be assigned a risk factor of 1.25 or 25 percent higher risk than that of a single-family residence; the thought is that the impact to multiple residents is greater due to the proximity of a neighboring residence (two layers of sheetrock versus a required separation between single-family homes). Commercial parcels are assigned a risk factor of 1.5 or 50 percent higher than single-family residential units due to, typically, larger floor space, more flammable contents and the risk extending beyond the typical life hazards found in residential structures to the potential economic impact of the loss of an employer and sales tax generator in the city. This methodology creates a higher parcel assessment for multi-family residential and commercial parcels than single-family residential parcels. The same methodology was utilized to evaluate the various alternatives to provide fire protection services. An additional per parcel calculation is included that spreads the increased costs over the total number of parcels. The above calculations include discounts for senior citizens.

Option F: Develop and Implement a Reserve Firefighter Program[33]

Reserve and volunteer firefighter programs are not new in California, and there are several examples of these types of programs.

The first volunteer fire departments consisted of neighbors banding together at the sound of a bell or other alarm signal when a fire occurred. These volunteers would respond from home, with little to no training and little to no protective equipment, and assist in saving as much property as possible. As society and equipment progressed, motorized fire apparatus were developed, and personal protective equipment evolved. The volunteer fire service progressed and emergency notification sirens were added, signaling members to respond to the fire station to obtain the apparatus and respond. This system provided some level of emergency response to fire incidents and due to legacy construction materials and furniture coverings, was moderately successful in saving lives and property. As municipalities formed, career-based service delivery began to replace these volunteer fire companies; however, smaller communities and rural areas typically could not afford to move in that direction. Volunteer participation has dwindled due to increasing time commitments and required training and certification, volunteer systems began to employ part-time firefighters to respond during day-time hours, maintain volunteer systems during evening and weekend hours.

[33] Option is an addition to this Addendum.

As construction techniques and building materials "improved" to allow for greater open spans in residential construction and the legacy cotton and wood furnishings were replaced with synthetic materials and laminates, all created from hydrocarbons, fire dynamics changed dramatically. These new materials burn much faster and give off toxic gases as byproducts. In legacy construction, flashover or the rapid full involvement of a room and contents could take up to 25 minutes to occur, minimizing fire growth and providing for extra time to evacuate a building. In the current environment, flashover is occurring in less than five minutes, reducing the chance of survivability and significantly increasing property damage in an incident.

The City administration, fire department, and the bargaining group would have to determine how volunteers or reserves would serve the organization as an augmentation of the current system, a staffing addition to re-open Station 74, staff a second apparatus during incidents requiring the first-out apparatus, or something in-between.

Volunteer or reserve members—to create or maintain an effective response system—should be expected to work a predetermined number of hours on a weekly or monthly basis, working an assigned shift to develop familiarity with crew members and their methods of operation. To safely and effectively perform the duties of a firefighter requires a commitment to physical fitness and continuous training. It takes a time commitment as well as a commitment to serve.

There will be a cost involved in creating a volunteer or reserve firefighter program. California volunteer or reserve firefighters are required to be certified to the same standards as career firefighters in the State. Volunteer firefighters are also required, under State statutes, to be covered under a workers' compensation insurance program and are required to be furnished with the personal protective equipment necessary to perform their duties.

To provide an alternative to additional full-time firefighters and achieve operational goals and objectives, it would require 18 volunteer/reserve firefighters; nine assigned to daytime 12-hour shifts and nine to nighttime 12-hour shifts. Three each of the daytime and three each of the nighttime volunteers would be assigned to one of the current platoons. This would allow one full-time firefighter/paramedic to be assigned to Station 74 with one volunteer/reserve firefighter/EMT for each of the 12-hour shifts. The remaining two volunteer/reserve firefighters would remain at Station 73 to become the firefighters assigned to the engine, increasing the crew on the first out engine to four personnel.

Figure 135: Projected Cost of Implementing a Volunteer/Reserve Firefighter Program

Volunteer/Reserve Firefighter Program Components	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Workers' Compensation Insurance	18,000	18,360	18,727	19,102	19,484
Training/Certifications @$50 each	900	900	900	900	900
Stipends @ $40 per shift	29,200	29,200	29,200	29,200	29,200
Total Recurring Costs	48,100	48,460	48,827	49,202	49,584
Turnout Gear (18 sets)	54,000	–	–	–	–
Total Non-recurring Costs	54,000	–	–	–	–
Total Costs	**102,100**	**48,460**	**48,827**	**49,202**	**49,584**

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Option G: Contract with Contra Costa Fire Protection District to Station a Single Role Advanced Life Support Ambulance within Pinole[34]

Per the direction of the City Council, the City of Pinole requested and received a proposal from Contra Costa County Fire Protection District (CCFPD) to station a single role Advanced Life Support ambulance within the Pinole city limits (Appendix B). The proposal received from CCFPD is analyzed below. Note that, as stated in the document from CCFPD, this is a proposal, not an offer to provide service, and all terms of the proposal would require negotiation.

The terms of the proposal include staffing Station 74 with an ambulance contracted through CCFPD. The proposal provides an ambulance on a 24/7 basis, staffed with one paramedic and one EMT. The supervision, training, and administrative costs are included in the $1,445,400 annual payment. There is no stated escalation clause, but the pricing is subject to change based on "increased costs of providing ambulance services, increased equipment and apparatus costs, or other unanticipated cost issues not contemplated." For this projection, ESCI has estimated a five percent annual escalation in the operating costs of the ambulance unit. The proposal requires the acquisition of an ambulance unit and related equipment, totaling $170,000 first-year cost.

Figure 136: Estimated Cost of Reopening and Staffing a Contract Ambulance at Station 74

Cost of Reopening and Staffing a Contract Ambulance at Station 74	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Total Operating Costs (Figure 27)	5,272,626	5,829,220	6,434,978	7,095,984	7,854,198
Contra Costa Ambulance Costs	1,445,400	1,517,670	1,593,554	1,673,231	1,756,893
Less Contract Fire Prevention Costs	(160,000)	(160,000)	(160,000)	(160,000)	(160,000)
Administrative Positions (Figure 130)	435,295	450,074	465,382	481,240	497,669
Total Operating Costs	**6,993,321**	**7,636,964**	**8,333,914**	**9,090,455**	**9,948,760**
Ambulance Capital Costs	170,000	–	–	–	–
Total Expenditures	**7,163,321**	**7,636,964**	**8,333,914**	**9,090,455**	**9,948,760**
Deduct Measure S 2006	(794,698)	(794,698)	(794,698)	(794,698)	(794,698)
Deduct Measure S 2014	(309,189)	(309,189)	(309,189)	(309,189)	(309,189)
Total Measure S Initiatives Deductions	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)
Deduct Projected GF Funding Cap	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Amount to Fund from Parcel Tax	2,664,099	3,137,742	3,834,692	4,591,233	5,449,538
Commercial Tracts	574	574	574	574	574
Parcel Tax Per Tract	575.63	677.97	828.56	992.02	1,177.47
Costs Allocated	330,410	389,153	475,591	569,419	675,869
Multi-family Tracts	105	105	105	105	105
Parcel Tax Per Tract	479.69	564.97	690.46	826.68	981.23
Costs Allocated	50,367	59,322	72,499	86,802	103,029

[34] Option is an addition to this Addendum.

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Cost of Reopening and Staffing a Contract Ambulance at Station 74	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Single-Family Tracts	5,950	5,950	5,950	5,950	5,950
10% Tracts Eligible for Senior Exemptions	(595)	(595)	(595)	(595)	(595)
Net Single-Family Tracts	5,355	5,355	5,355	5,355	5,355
Parcel Tax Per Tract	426.39	502.20	613.74	734.83	872.20
Costs Allocated	2,283,322	2,689,267	3,286,602	3,935,012	4,670,640
Total Costs Allocated	**2,664,099**	**3,137,742**	**3,834,692**	**4,591,233**	**5,449,538**
All tracts w/o Regard to Classification	6,629	6,629	6,629	6,629	6,629
10% Tracts Eligible for Senior Exemptions	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	6,034	6,034	6,034	6,034	6,034
Parcel Tax Per Tract	441.51	473.34	578.47	692.60	822.08
Total Costs Allocated	**2,664,099**	**3,137,742**	**3,834,692**	**4,591,233**	**5,449,538**
Escalation		7.21%	22.21%	19.73%	18.69%

In comparing the costs between a Type I engine with a crew of three, a Type VI quick attack pumper with a crew of two, and a contract ambulance, several issues need to be considered in the decision. The first issue is the expectation of the community as to the effectiveness of the smaller crew of the Type VI arriving on a medical incident and providing continuous advanced life support intervention until the arrival of an ambulance. The second consideration is the smaller crew on a Type VI engine arriving at a structure fire and being expected to safely perform the tasks of the larger crew of the Type I engine. Placing a Type I engine in Station 74 would improve response times to the area served by the station and would increase firefighter safety as well as effectiveness throughout the system. Personnel costs would increase approximately $400,000 per year to add the third firefighter position per shift at Station 74. The contract ambulance would improve medical response times but would have no positive impact of any type on fire response. **Costs to utilize the contract ambulance from Contra Costa Fire Protection District are approximately $800,000 per year above the costs of staffing a two-person quick attack pumper that would be equipped with medical response equipment.**

The following figure compares the "gross" costs of all the options. As anticipated, the proposals from the CCFPD are the most expensive and would require the most contribution of additional Pinole tax dollars to implement.

Figure 137: Comparison of Gross Costs of All Options

	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Option A: Rodeo-Hercules FPD	No proposal				
Option B: Contra Costa FPD (Figure 128)	$8,599,383	$9,040,367	$9,510,826	$9,989,597	$10,467,788
Option C: Expansion of PFD (Figure 131)	$7,548,248	$8,126,208	$8,788,605	$9,508,313	$10,327,358
Option D: Two Person Type VI (Figure 132)	$6,320,333	$6,869,441	$7,501,954	$8,190,694	$8,977,659
Option E: Type VI & Training Capt. (Figure 133)	$6,448,660	$7,002,186	$7,639,279	$8,332,765	$9,124,650
Option F: Volunteer/Reserves (Figure 135)	$102,100	$48,460	$48,827	$49,202	$49,584
Option G: Contra Costa Ambulance (Figure 136)	$7,163,321	$7,636,964	$8,333,914	$9,090,455	$9,948,760
Status Quo: Operations Continue at The Current Level (Figure 27)	$4,188,930	$5,488,293	$5,272,626	$5,829,219	$6,434,978

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Section V:
CONCLUSIONS & RECOMMENDATIONS

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KEY FINDINGS

This section of the report contains findings as well as recommendations that have been noted and or developed during the course of this study. The following lists ESCI's key findings:

- Due to the lack of sufficient command and administrative staff, the department struggles to maintain compliance with performance goals, industry standards, and workload.
- Data collection and records management analysis was challenging due to inconsistencies.
- The department needs additional staffing to fulfill all fire prevention related functions satisfactorily.
- PFD does not have a designated individual committed to the training function for the department. The responsibility for conducting all needs assessments relative to training, as well as program design, coordination, and records keeping.
- The department does not have adequate training props, although funding has been included in the FY 19/20 budget to purchase some.
- The minimum staffing level for PFD does not provide for the two-in/two-out structure firefighting per OSHA mandates.[35]
- PFD is fully dependent on automatic and mutual aid for any call requiring more than one unit.
- In the event of concurrent incidents requiring more than the one staffed Pinole Engine, service to the residents of Pinole for the additional incidents must be provided by other agencies.
- In 2018, none of the reported fire incidents achieved the stated performance objective of 21 firefighters on-scene, nor did the travel time for all apparatus on-scene approach 8 minutes.
- Projected General Fund revenues are not sufficient to provide for Fire Department General Fund expenditures on an annual basis and will require a continued drawdown of General Fund reserve balances.
- Station 73's crew quarters need remodeling and updating, which may include ADA accommodation.
- PFD apparatus specifications have not been standardized with the Battalion 7 apparatus.
- Absent automatic and mutual aid from surrounding agencies, standalone PFD is not capable of handling an incident, such as a trash fire, car fire, or medical incident requiring more than one apparatus, much less a more complex incident.
- At 110 calls per 1,000 population, PFD has a higher median number of calls per 1,000 population than the region but slightly lower than the urban high range.
- Much of the developed residential area in the eastern part of the city is beyond 1.5 miles of Station 73.
- Due to Station 74 being closed, a portion of the developed residential area in the southeast part of the city is beyond the 4-minute travel time footprint.

[35] Section (g)(4) of OSHA's Respiratory Protection Standard, 29 CFR 1910.134.

- Funding does not appear to be available to cash purchase the required Type I apparatus for Station 74, should that station be reopened.
- The contact proposal from Contra Costa Fire Protection District would result in increased services and depth of support; however, the proposed contract costs exceed the costs of providing those services if the City were to remain a standalone department, open Station 74, and add staff as recommended in Option C.

Short-Term Recommendations

Recommendation A: Adopt Response Performance Goals that are Achievable

A community's desired level of service is a uniquely individual decision. No two communities are exactly alike. Performance goals must be tailored to match community expectations, community conditions, and the ability to pay for the resources necessary to attain the desired level of service.

Levels of service and resource allocation decisions are the responsibility of the community's elected officials, in this case, the Pinole City Council. The policymaking body must carefully balance the needs and expectations of its citizenry when deciding how to allocate money to all the services it provides.

ESCI recommends the following as PFD fire and life safety response performance goals. Formal adoption of goals allows PFD management to report progress on the achievement of these goals, conditions that are impeding progress, and resources needed to improve service regularly.

Call-Processing Performance Goal

The first phase of overall response time is call processing time. This phase begins when the call is received at the PSAP center and ends when response resources are notified of an emergency. There are two components: answer time and dispatch time.

Recommended Call-Processing Goal:

- 911 calls will be answered at the primary PSAP within 15 seconds, 95 percent of the time.
- Response resources shall be notified of a priority incident within 64 seconds from receipt of the call at the dispatch center, 90 percent of the time.

Turnout Time Performance Goal

Turnout time is one area over which the fire department has total control and is not affected by outside influences. Turnout time, or the time between when the call is received by the response units (dispatched) and when the unit is en route to the incident location (responding), affects overall response times. Reducing this time component reduces total response time.

NFPA 1710 recommends turnout time performance of 80 seconds or less for fire and special operations responses, and 60 seconds or less for all other priority responses.

Recommended Turnout Goal:

- Response personnel shall initiate the response of a unit capable of mitigating an incident to a priority fire and special operations incident 80 seconds from notification, 90 percent of the time.
- Response personnel shall initiate a response to all other priority incidents within 60 seconds from notification, 90 percent of the time.

Response Time for the First-Due Unit Goal

The time required to deliver the first response unit capable of intervening in the emergency includes both turnout time and travel time but not call processing time. Based on current performance and implementation of operational improvements, the following are recommended.

Recommended First-Due Response Time Goal:

- The first response unit capable of initiating effective incident intervention shall arrive at a priority fire or special operations incident within 5 minutes, 20 seconds from notification of response personnel, 90 percent of the time.
- The first response unit capable of initiating effective incident intervention shall arrive at all other priority incidents within 5 minutes from notification of response personnel, 90 percent of the time.

Effective Response Force Performance Goal

A fire department's resource *concentration* is the spacing of multiple resources close enough together so that an initial "Effective Response Force" (ERF) for a given risk can be assembled on the scene of an emergency within the specific time frame identified in the community's performance goals for that risk type. An initial effective response force is defined as that which will be most likely to stop the escalation of the emergency.

The minimum ERF for a low-rise structure fire is identified as the arrival of at least four fire engines, one ladder truck, and one Battalion Chief (17 personnel total). This initial ERF does not necessarily represent the entire alarm assignment, as additional units may be assigned based on long-term incident needs and risks. Additional engines, ladders, or other specialty companies are assigned to higher risk responses to accomplish additional critical tasks that are necessary beyond the initial attack and containment.

Recommended Effective Response Force Goal:

- The full effective response force shall arrive at a moderate risk structure fire within 9 minutes, 20 seconds of notification of response personnel, 90 percent of the time.

Estimated Cost: None

Recommendation B: **The City should consider moving forward with the necessary steps to improve service via reopening Station 74, and staffing and administrative support, as funding becomes available.** Based on ESCI's review of all options and associated costs to implement, the recommendation is for the City to consider moving forward with Option C: Expansion of Pinole Fire Department System as discussed and portrayed in Figure 129, Figure 130, and Figure 131 and summarized in the following.

To create a safer environment for the firefighters and citizens and provide an appropriate administrative workforce, the restoration of the service model using the currently closed Station 74 and staffing of key administrative positions is essential.

Moving forward with this option will restore all-risk services to the area around the currently closed Station 74, increase the safety of the firefighters by allowing for compliance with the OSHA two-in/two-out rule for structure fires, provide for enhanced Advanced Life Support (Paramedic) response to requests for emergency medical services, make available a second unit in the city for concurrent incidents, and provide staffing of key administrative positions.

Consider a lease-purchase of the new apparatus for Station 74, which will minimize the fluctuations in the amounts of the parcel tax assessments.

Recommendation B-1: As a temporary measure until sufficient funding is developed to implement Recommendation B, to improve cost-effective response performance to both medical as well as fire and other emergency incidents, the City should consider acquiring and staffing a two-person, advanced life support equipped, quick response apparatus (Type VI) appropriately. Included in this recommendation is the hiring of an Administrative Captain to manage, among other administrative tasks, a continuing education program for fire and medical personnel.

This recommendation would allow for the re-opening of Station 74 and provide for a more rapid response to current and anticipated increases in medical incidents. The unit would have minimal first-due firefighting capability but could implement exterior attacks on expanding fire incidents. Firefighters from this unit could not perform interior structural firefighting operations until the arrival of the next fire apparatus. This recommendation could provide a temporary solution to providing cost-effective service to the underserved portion of Pinole until additional funding became available. This proposal would assist the Fire Chief in the completion of administrative tasks related to training and other tasks.

Recommendation C: Consider initiating the process of securing additional funding.
ESCI recommends that the City consider moving forward with the process of pursuing an additional funding source such as a parcel tax as shown in Figure 131 and restated below:

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Figure 138: Projected Fire Department Costs Including Station 74 and Administrative Staffing, FY 20/21–FY 24/25

Projected Fire Department Operating Costs	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Current Fire Dept Operating Projections (Figure 27)	**5,272,626**	**5,829,220**	**6,434,978**	**7,095,984**	**7,854,198**
Less Contract Fire Prevention Costs	(160,000)	(160,000)	(160,000)	(160,000)	(160,000)
Station 74 Operating Costs (Figure 129)	**1,665,925**	**1,672,512**	**1,713,843**	**1,756,687**	**1,801,089**
Administrative Positions (Figure 130)	435,295	450,074	465,382	481,240	497,669
Type I Engine	102,948	102,948	102,948	102,948	102,948
Apparatus Replacement Fund					
Total Costs	**7,548,248**	**8,126,208**	**8,788,605**	**9,508,313**	**10,327,358**
Measure S Initiatives (Figure 27)					
Measure S 2006	794,698	794,698	794,698	794,698	794,698
Measure S 2014	309,189	309,189	309,189	309,189	309,189
Total Other Revenues	**1,103,887**	**1,103,887**	**1,103,887**	**1,103,887**	**1,103,887**
General Fund Maximum Amount	3,395,335	3,395,335	3,395,335	3,395,335	3,395,335
Total projected funding	**4,499,222**	**4,499,222**	**4,499,222**	**4,499,222**	**4,499,222**
Balance to Fund from Proposed Parcel Tax	**3,049,026**	**3,626,986**	**4,289,383**	**5,009,091**	**5,828,136**
Commercial Parcels	574	574	574	574	574
Per Parcel	658.80	783.68	926.80	1,082.31	1,259.28
Total Allocation	**378,150**	**449,830**	**531,983**	**621,243**	**722,824**
Multi-Family Parcels	105	105	105	105	105
Per Parcel	549.00	653.06	772.33	901.92	1,049.40
Total Allocation	**57,645**	**68,572**	**81,095**	**94,702**	**110,187**
Single-Family Parcels	5,950	5,950	5,950	5,950	5,950
Per Parcel	439.20	522.45	617.87	721.54	839.52
Total Allocation	**2,613,231**	**3,108,584**	**3,676,305**	**4,293,146**	**4,995,125**
Total Costs Allocated	**3,049,026**	**3,626,986**	**4,289,383**	**5,009,091**	**5,828,136**
All Tracts w/o Regard to Classification	6,629	6,629	6,629	6,629	6,629
Parcel Tax Per Tract	459.95	547.14	647.06	755.63	879.19
Percentage Increase in Parcel Tax, Annual		18.96%	18.26%	16.78%	16.35%

ESCI, in conjunction with the recommendation to adopt a parcel tax, recommends that the City consider the use of a lease/purchase facility to acquire the Type I engine required in Recommendation A.

Regardless of the option chosen, additional funding must be developed to fill the gap between existing financing of the current fire service deployment model and the proposed expanded deployment model. Available options for California jurisdictions include special sales tax assessments and parcel tax assessments. ESCI recommends that consideration be given that the selected alternative be restricted to funding only costs associated with funding the expanded deployment model.

Recommendation D: Standardize apparatus specifications.
Consideration should be given to the standardization of apparatus specifications throughout Battalion 7. Standardization of specifications will enhance operational efficiency and could result in cost savings via group purchasing.

Recommendation E: Review all current fire department alarm assignments.
Consideration should be given to reviewing the department's alarm assignments and determine the number of resources required for an effective response force based on risk.

Recommendation F: Improve the collection and analysis of incident data.
Much can be revealed by collecting and evaluating incident data accurately and regularly. Challenges to quick response can be identified and solutions proposed. Trends can be discovered, allowing the fire department to prepare for changes and or increases in response workload. Frequent incident types can be identified, and steps can be taken to reduce their occurrences, such as public safety education or building engineering.

Mid- to Long-Term Recommendations

Recommendation G: Initiate recruitment of additional staff.
As soon as funding is available, ESCI recommends that the City recruit the positions identified in Option C: "Expansion of Pinole Fire Department System." This would include:

- 3 Captains
- 3 Fire Apparatus Operators
- 3 Firefighters
- 1 Administrative Battalion Chief
- 1 Training Captain
- 1 Fire Prevention Officer

Recommendation H: Remodel Station 73
Fire Station 73's crew quarters require remodeling to accommodate the relocation of the shared shift Battalion Chief and additional administrative staff.

Recommendation G: Capital Equipment and Facilities Fund
Establish a capital equipment and facilities replacement fund. A portion of the proposed parcel tax could be used to fund this recommendation.

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IMPLEMENTATION PLAN

This section cannot be completed until the City Council determines which, if any, of the options they wish to pursue.

Section VI:
APPENDICES

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APPENDIX A: PROPOSAL FROM CONTRA COSTA COUNTY FPD

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

May 29, 2019

Michelle Fitzer, City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

Dear City Manager Fitzer,

Please see the attached proposal to provide fire, emergency medical, rescue, administration, and fire prevention services to the City of Pinole. This proposal is a best effort at identifying the Fire District's costs for such services prior to any meaningful discussions with your consultant or representative from the city. As such the figures are estimates and subject to change based on further discussions or additional information that would be relevant to our ability to provide certain services to the city.

I look forward to meeting with ESCI this week for a more detailed discussion.

Please let me know if you have any questions.

Sincerely,

Lewis T. Broschard III
Fire Chief

CC: File

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CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Fire Services Contract Proposal for the City of Pinole (5-30-19)

Fire/EMS/Rescue Services

The District will provide staffing of three (3) full-time positions at Fire Station 73 and Fire Station 74. At least one position at each station on each shift will be a paramedic. All other positions will be an EMT. Each station will be staffed by one (1) Fire Captain, one (1) Engineer, and one (1) Firefighter or Firefighter-Paramedic. The District reserves the right to use qualified acting positions when necessary.

ANNUAL COSTS

Fire Station 73 (crew of three)	$3,274,629
Fire Station 74 (crew of three)	$3,274,629
One (1) 56-hour Battalion Chief	$ 467,880
Subtotal	$7,017,138
Administrative Overhead (10%)	$ 701,713
Total	$7,718,851*

These rates include all components of administration, annual/ongoing training, EMS certifications, medical direction, administration, duty chief coverage, access to specialized/technical services and resources, ePCR program administration, personal protective equipment replacement for all personnel, IT support, and PIO coverage.

These rates do not include CCRFCC annual charges for dispatch and communications center support.

*These rates shall be increased at 5% per year to account for labor cost increases and other benefit cost escalation factors.

Fire Prevention/Fire Investigation Services

Traditional code enforcement and new construction plan review and inspections are generally cost neutral. Additional data and information is needed from the City in order to provide a specific cost estimate and quote for these services. Weed abatement and exterior hazard control services, specifically, would not be cost neutral and detailed discussion is needed to understand the needs of the city for this program. Additional data and discussion is needed to understand the needs of the city for fire investigation services and what, if any, additional costs would be to provide these services.

Apparatus Maintenance

Apparatus maintenance for all non-District owned apparatus will be provided at the hourly shop rate plus parts/equipment. The current shop rate is $100/hour.

Apparatus

The information provided below assumes the following: (1) all prices are based on 2018 costs, (2) annual price inflation of 3%, (3) apparatus is purchased new at time of contract commencement, (4) all

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fire engines are replaced at 10 year intervals consistent with CCCFPD standards, (5) CCCFPD provides spare engines as needed.

Pierce Velocity Type I Engine x2 (CCCFPD Spec)	$800,000 (including tax)
Type III Engine x2 (Cal Fire Spec)	$355,000 (including tax)
Battalion Chief Vehicle	$725 (monthly lease)
Annual replacement allocation	$310,000

Equipment for Fire Apparatus

Generally, equipment is purchased new with each fire apparatus purchase and replaced throughout its lifetime as needed. The information below represents estimates for total cost of outfitting each apparatus with our standardized inventory.

Type I Engine Loose Equipment (x2)	$45,000
Type III Engine Loose Equipment (x2)	$25,000
Battalion Chief Vehicle Upfitting (x1)	$25,000
Annual replacement allocation	$22,500

Mobile and Portable Radios

Additional data is needed to understand current radio inventory and future replacement needs. Current costs of EBRCS compliant portable radios is approximately $8,000 each and mobile radios can be as much as $10,000 each. Expected service life is approximately 10 years. Replacement costs for these items is not currently included in our proposal.

TOTAL ANNUAL COSTS

Fire Station Staffing	$ 6,549,258
Battalion Chief	$ 467,880
Administrative Overhead	$ 701,713
Apparatus Replacement Allocation	$ 310,000
Equipment Replacement Allocation	$ 22,500
Fire Prevention/Investigation Services	$ TBD
Radio/Communication Equipment	$ TBD
Total	$ 8,051,351

This proposal is not binding or final. The District reserves the right to modify or amend this proposal based on additional information received, revised cost estimates, or any other materially significant information that has not been accounted for or was otherwise omitted in creating this initial proposal.

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APPENDIX B: AMBULANCE PROPOSAL FROM CCCFPD

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

12/3/2019

Cost Proposal for Exclusive Pinole Ambulance

AMBULANCE OPERATING COSTS

$1,445,400 annually ($120,450 monthly)

Ambulance to be staffed 24/7 and shall include one (1) paramedic and one (1) EMT per twelve-hour shift. Supervision, training, and administrative overhead costs are included in the rate above.

Fuel, recurring maintenance, ambulance replacement, and spare equipment capacity are included in this cost.

AMBULANCE APPARATUS AND EQUIPMENT

As the ambulance will be dedicated to City and not considered shared resource within the CON Fire-EMS system, City shall provide initial funding for one (1) ambulance and all associated capital equipment (mobile radio, portable radios, gurney, monitor/AED, etc.) that comply/match the existing CON Fire-EMS apparatus and equipment.

Ambulance costs and equipment cost estimates are below:

Ambulance	$125,000
Gurney	$11,000
Monitor/AED	$16,000
Mobile Radio	$10,000
Portable Radio	$8,000

THESE COSTS ARE ESTIMATES ONLY

This proposal is preliminary and shall not be considered binding. It is subject to change based on increased costs of providing ambulance services, increased equipment and apparatus costs, or other unanticipated cost issues not contemplated as of the date of this proposal.

This proposal should not be considered as a means to increase firefighting or rescue capacity within the Battalion 7 response area.

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ATTACHMENT F

Emergency Services
Consulting International

City of Pinole Fire Department

Regional Fire Service Delivery Study
Addendum

March 2, 2021

Project History

- April 17,2019 contract to conduct a Regional Fire Service Study on behalf of the City of Pinole Signed.
- October 8, 2019 Results of the original Scope of Work presented to the Pinole City Council.
- November 6th 2019 addendum to the original contract signed to add additional analysis as requested by the City Council.
- Final Document with addendum items submitted March 2020.

Study Options Per The Original RFP

The City of Pinole has a specific interest in studying the following options:

1. Stay as we currently operate (independent department) with one fire station and one engine company.

2. Open the currently closed station (74) to provided additional services within the area (remain independent) for a total of two engine companies.

3. Based on data review, determine if a medical response unit is needed in lieu of an engine company.

Study Options Per The Original RFP Cont.

4. Identify what Pinole Fire Department would need to function at an optimal service delivery model (all aspects, including responding to calls for service, Fire Prevention, Community Programs, etc).

5. Determine the feasibility of consolidation or a contract for services with Rodeo/ Hercules Fire Protection District.

6. Determine the feasibility of contract for service with Contra Costa County Fire Protection District.

7. Look into other alternative staffing models.

Study Options Added Per The City Council

Following ESCI's Presentation of the completed Regional Fire Service Delivery Study on October 8 2019, the City Council requested additional analysis/update in the following areas:

1. Updated financial calculations using budget to actuals
2. Development of additional parcel tax options
3. Development of a reserve firefighter program
4. Placing a single role advanced life support ambulance in the City in Lieu of an additional all risk fire department response unit.

Options

.

ESCI Offers the Following Options with updates for Consideration

Updated City of Pinole Five Year Projections (Report Figure 24)

City of Pinole financial staff provided ESCI with updated budget figures that have been used to provide the following projections.

Updated City of Pinole Five Year Projections (Report Figure 24)

Revenue	Amended Budget FY 18/19	Proposed Budget FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Property Taxes	3,787,392	4,033,892	4,114,570	4,196,861	4,280,798	4,366,414
Sales Tax	8,150,900	7,550,886	7,701,904	7,855,943	8,013,062	8,173,323
Franchise Tax	744,128	744,000	751,440	758,954	766,544	774,209
Utility Tax	1,930,000	1,898,000	1,916,980	1,936,150	1,955,511	1,975,066
Other Receipts	884,200	858,900	876,078	893,600	911,472	929,701
Dispatch Agreement	1,736,706	1,197,373	1,356,944	1,422,209	1,488,414	1,550,163
Investment Earnings	233,300	250,000	255,000	260,100	265,302	270,608
Other Revenues	1,711,591	2,220,360	2,263,767	2,308,040	2,353,203	2,399,267
Transfers In	6,290,688	900,938	1,463,373	1,863,850	2,256,174	2,524,759
Recurring Revenue	25,468,905	19,654,349	20,700,056	21,495,707	22,290,480	22,963,511

Updated City of Pinole Five Year Projections (Report Figure 25)

Expenses & Other Expenditures	Amended Budget FY 18/19	Proposed Budget FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Salaries	8,585,194	9,138,860	9,413,026	9,695,417	9,986,280	10,285,867
Pension Costs	1,794,443	2,695,381	3,257,816	3,658,293	4,050,617	4,319,202
Other Benefits	2,944,512	3,092,049	3,215,730	3,344,360	3,478,135	3,617,259
Other Operating Expenses	4,324,315	4,009,429	2,542,572	2,694,914	2,681,578	2,770,630
Debt Service	590,433	605,433	555,000	575,000	595,000	610,000
Recurring Expenditures	18,238,897	19,541,152	18,984,144	19,915,984	20,791,610	21,602,958
Capital Outlay	929,814	1,627,799	517,000	315,000	150,000	150,000
Transfers Out	22,094,954	1,328,948	1,249,000	1,250,000	1,251,000	1,251,500
Non-Recurring Expenditures	23,024,768	2,956,747	1,766,000	1,565,000	1,401,000	1,401,500
Total Expenditures	41,263,665	22,497,899	20,750,144	21,481,484	22,192,610	23,004,458

Updated City of Pinole Five Year Projections (Report Figure 26)

Revenues & Expenditures	Amended Budget FY 18/19	Proposed Budget FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Recurring Revenues	25,468,905	19,654,349	20,700,056	21,495,708	22,290,479	22,963,511
Non-Recurring Revenues	25,000	-	-	-	-	-
Total Revenues	25,493,905	19,654,349	20,700,056	21,495,708	22,290,479	22,963,511
Expenses & Expenditures	41,263,665	22,497,899	20,750,144	21,481,484	22,192,610	23,004,458
Net Cash Flow (Deficit)	(15,769,760)	(2,843,550)	(50,088)	14,224	97,869	(40,947)
Beginning Fund Balance	25,363,425	9,593,665	6,750,115	6,700,027	6,714,251	6,812,120
Ending Fund Balance	9,593,665	6,750,115	6,700,027	6,714,251	6,812,120	6,771,173

Option A: Rodeo-Hercules Fire Protection District

Rodeo-Hercules Fire Protection District has recently entered into a study for the purpose of annexing into the Contra Costa County Fire Protection District.

As a result, this is no longer an option

Option B: Contra Costa County Fire Protection District

The City of Pinole requested a proposal from Contra Costa County Fire Protection District (CCFPD) to provide services within the Pinole City Limits. The terms of the proposal include staffing each station with a crew of three personnel on a 24-hour per day, seven days per week basis, and one Battalion Chief-level position on a 56-hour per shift basis with a 10 percent administrative fee and a 5 percent annual escalation for all labor costs. It also includes administrative positions currently lacking in PFD.

Option B: Contra Costa County Fire Protection District (Cont.)

The county proposal assumes the current general fund contribution to the PFD will remain constant at $3,395,335 and the Measure S funding will remain constant at $1,103,888 throughout the five-year projection period. Additional funds will be required to fulfill the financial requirement of the proposed contract. The revised Option B corrects the single-family parcel calculation by 10% of the 5,950 estimated to be owned by Seniors.

This Option is shown as Figure 128 in the Report.

Option B: Contra Costa County Fire Protection District (Cont.)

Total operating costs	7,718,852	8,104,794	8,510,034	8,935,536	9,382,313
Fire Prevention	160,000	160,000	160,000	160,000	160,000
UAL Pension liability	386,129	441,171	506,390	559,659	591,073
Additional Type I Engine lease	102,948	102,948	102,948	102,948	102,948
Replacement Fund	231,454	231,454	231,454	231,454	231,454
Total Expenditures	8,599,383	9,040,367	9,510,826	9,989,597	10,467,788
Deduct projected GF funding cap	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Deduct Measure S Initiatives cap	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)	(1,103,888)
Additional funding required	4,100,160	4,541,144	5,011,603	5,490,374	5,968,565

Option B: Contra Costa County Fire Protection District (Cont.)

Additional funding required	4,100,160	4,541,144	5,011,603	5,490,374	5,968,565
Total tracts	6.629	6,629	6,629	6,629	6,629
10% Senior Exemption Single Family Tracts	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	6,034	6,034	6,034	6,034	6,034
Parcel tax per tract	679.51	752.59	830.56	909.91	989.16
Total costs allocated	4,100,160	4,541,144	5,011,603	5,490,374	5,968,565
Escalation		10.76%	10.36%	9.55%	8.71%

Option B: Contra Costa County Fire Protection District (Cont.)

Based on the information provided, the county proposal provides a level and depth of service that cannot be matched by any of options studied.

Option C: Expansion of Pinole Fire Department System

A third alternative to be considered is the restoration of the service model using the currently closed Station 74 and staffing of key administrative positions. This alternative maintains a minimum staffing of three personnel for each of the three shifts at this station. This combines Figure 130 and Figure 131 from the report. The costs of this proposed expansion requires additional funding which may be generated by a parcel tax, but similarly freezes current funding levels and Measure S allocations. The revised Option C corrects the tract count and includes a 10% reduction in single-family units to consider the number of tracts owned by senior citizens.

Option C: Expansion of Pinole Fire Department (Cont.)

Based on ESCI's review of critical administrative functions, PFD will need additional full-time staffing to manage programs and other administrative tasks. ESCI is recommending the creation of three 40-hour per week positions to assist in managing the organization, each position and in total.

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Battalion Chief	202,452	209,116	216,010	223,141	230,519
Training Captain	128,327	132,745	137,325	142,071	146,991
Fire Prevention Officer	104,515	108,212	112,047	116,027	120,158
Total personnel costs	435,294	450,073	465,382	481,239	497,668

Option C: Expansion of Pinole Fire Department System Cont.

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Station 74 Compensation	1,193,799	1,217,613	1,242,141	1,267,407	1,293,429
Benefits	431,625	447,698	464,505	482,080	500,461
Administrative positions	435,294	450,073	465,382	481,239	497,668
Compensation & benefits	2,060,718	2,115,384	2,172,028	2,230,726	2,291,558
Supplies	40,500	7,200	7,200	7,200	7,200
Total operating costs	2,101,218	2,122,584	2,179,228	2,237,926	2,298,758
Apparatus lease	102,948	102,948	102,948	102,948	102,948
Apparatus replacement fund	231,454	231,454	231,454	231,454	231,454
Total additional expenditures	2,435,620	2,456,986	2,513,630	2,572,328	2,633,160

Option C: Expansion of Pinole Fire Department System Cont

Projected Fire Department Costs Including Station 74 and Administrative Staffing

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Current Fire Dept Operating Projections (Figure 28)	5,272,626	5,829,220	6,434,978	7,095,984	7,854,198
Less Contract Fire Prevention costs	(160,000)	(160,000)	(160,000)	(160,000)	(160,000)
Station 74 operating costs	1,665,924	1,672,511	1,713,846	1,756,687	1,801,090
Administrative positions	435,294	450,073	465,382	481,239	497,668
Total additional operating costs	2,101,218	2,122,584	2,179,228	2,237,926	2,298,758
Total operating costs	7,213,844	7,791,804	8,454,206	9,173,910	9,992,956

Option C: Expansion of Pinole Fire Department System (Cont.)

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Total operating costs from previous slide	7,213,844	7,791,804	8,454,206	9,173,910	9,992,956
Measure S 2006 funding	(794,698)	(794,698)	(794,698)	(794,698)	(794,698)
Measure S 2014 funding	(309,189)	(309,189)	(309,189)	(309,189)	(309,189)
Total Measure S funding	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)
Original Funding from the General Fund (Figure 28)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Revised General Funding for operations (Net)	2,714,622	3,292,582	3,954,984	4,674,688	5,453,734

Option Cc: Expansion of Pinole Fire Department System (Cont.)

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Revised Net funding from General Fund – previous slide (Slide 19)	2,714,622	3,292,582	3,954,984	4,674,688	5,453,734
Type I Engine	102,948	102,948	102,948	102,948	102,948
Apparatus Replacement Fund Contribution	231,454	231,454	231,454	231,454	231,454
Total capital expenditures	334,402	334,402	334,402	334,402	334,402
Balance to fund from proposed parcel tax	3,049,024	3,626,984	4,289,386	5,009,090	5,828,136
Total parcels	6,629	6,629	6,629	6,629	6,629
10% Senior Exemption Single Family Tracts	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	6,034	6,034	6,034	6,034	6,034
Per parcel cost	505.31	601.09	710.87	830.14	965.88
Escalation		18.96%	18.26%	16.78%	16.35%

Option D: Expansion of Pinole Fire Department System

This alternative is a projection of the costs necessary to staff a two-person quick response unit. The Revised Option D corrects the tract count and includes a 10% reduction in single-family units to consider the number of tracts owned by senior citizens.

The following schedule is shown in Report Figure 132.

Option D: Staffing of Station 74 Service Area Utilizing Two-Person Unit

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Compensation	707,182	722,398	738,070	754,212	770,838
Benefits	275,977	286,575	297,658	309,250	321,375
Compensation & benefits	983,159	1,008,973	1,035,728	1,063,462	1,092,213
Supplies	40,500	7,200	7,200	7,200	7,200
Operating costs	1,023,659	1,016,173	1,042,928	1,070,662	1,099,413
Quick attack pumper lease	24,048	24,048	24,048	24,048	24,048
Apparatus replacement fund	115,727	115,727	115,727	115,727	115,727
Total expenditures	1,163,434	1,155,948	1,182,703	1,210,437	1,239,188

Option D: Staffing of Station 74 Service Area Utilizing Two-Person Unit

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Current Fire Dept Operating Projections (Figure 27)	5,272,626	5,829,220	6,434,978	7,095,984	7,854,198
Station 74 operating costs (Figure 132)	1,023,659	1,016,173	1,042,928	1,070,662	1,099,413
Total operating costs	6,296,285	6,845,393	7,477,906	8,166,646	8,953,611
Quick attack apparatus lease	24,048	24,048	24,048	24,048	24,048
Total costs	6,320,333	6,869,441	7,501,954	8,190,694	8,977,659
Measure S 2006 funding	(794,698)	(794,698)	(794,698)	(794,698)	(794,698)
Measure S 2014 funding	(309,189)	(309,189)	(309,189)	(309,189)	(309,189)
Total Measure S funding	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)
Original Funding from the General Fund (Figure 28)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Revised General Fund Funding (Net)	1,821,111	2,370,219	3,002,732	3,691,472	4,478,437

Option D: Staffing of Station 74 Service Area Utilizing Two-Person Unit Cont

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Revised General Fund Funding (Net)	1,821,111	2,370,219	3,002,732	3,691,472	4,478,437
Total parcels	6,629	6,629	6,629	6,629	6,629
10% Senior Exemption Single Family Tracts	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	6,034	6,034	6,034	6,034	6,034
Per parcel cost	301.81	392.81	497.64	611.78	742.20
Escalation		30.15%	26.69%	22.94%	21.32%

Option E: Expansion of Pinole Fire Department System

This alternative is a projection of the costs necessary to staff a two-person quick response unit and add an Administrative Captain. This version corrects the tract count and includes a 10% reduction in single-family units to consider the number of tracts owned by senior citizens.

The following schedule is shown in Report Figure 133.

Option E: Staffing of Station 74 Utilizing Two-Person Unit and Adding Captain

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Current Fire Dept Operating Projections (Figure 27)	5,272,626	5,829,220	6,434,978	7,095,984	7,854,198
Station 74 operating costs (Figure 132)	1,023,659	1,016,173	1,042,928	1,070,662	1,099,413
Administrative Captain	128,327	132,745	137,325	142,071	146,991
Total operating costs	6,424,612	6,978,138	7,615,231	8,308,717	9,100,602
Quick attack apparatus lease	24,048	24,048	24,048	24,048	24,048
Total costs	6,448,660	7,002,186	7,639,279	8,332,765	9,124,650
Total Measure S funding	(1,103,888)	(1,103,888)	(1,103,888)	(8,103,887)	(1,103,888)
Original Funding from the General Fund (Figure 28)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Parcel Tax Funding	1,949,437	2,502,963	3,140,056	3,833,542	4,625,427

Option E: Staffing of Station 74 Service Area Utilizing Two-Person Unit(Cont

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Revised General Fund Funding (Net)	1,949,437	2,502,963	3,140,056	3,833,542	4,625,427
Total parcels	6,629	6,629	6,629	6,629	6,629
10% Senior Exemption Single Family Tracts	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	6,034	6,034	6,034	6,034	6,034
Per parcel cost	323.08	414.81	520.39	635.32	766.56
Escalation		28.39%	25.45%	22.09%	20.66%

Option F: Development of a Reserve Firefighter Program

A reserve program to augment the career firefighters providing service to the community would, based on the ESCI projections, require 18 personnel. There would be costs associated with a reserve program including Workmen's' Compensation Insurance, Training and Certification costs, Stipends and Turnout Gear.

The following schedule is shown in Report Figure 135.

Option F: Develop a Reserve Firefighter Program

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Workers' Compensation Insurance	18,000	18,360	18,727	19,102	19,484
Training/Certifications	900	900	900	900	900
Stipends	29,200	29,200	29,200	29,200	29,200
Total Recurring Costs	48,100	48,460	48,827	49,202	49,584
Turnout Gear	54,000	-	-	-	-
Non-Recurring Costs	54,000	-	-	-	-
Total Costs	102,100	48,460	48,827	49,202	49,584

Option G: Contact with CCFPD to station an ALS Ambulance in the City

Per the direction of the City Council, the City of Pinole requested and received a proposal from Contra Costa County Fire Protection District (CCFPD) to station a single role Advanced Life Support ambulance within the Pinole city limits (Appendix B). An escalation factor of 5% per year is applied to the operating costs. The proposal received from CCFPD is analyzed below. Note that, as stated in the document from CCFPD, this is a proposal, not an offer to provide service, and all terms of the proposal would require negotiation.

Option G: Projected Cost of Contacting for an ALS Ambulance

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Total Ambulance expenditures	1,615,400	1,517,670	1,593,554	1,673,231	1,756,893
Total Operating Costs (Figure 27)	5,272,626	5,829,219	6,434,978	7,095,984	7,854,198
Administrative positions	435,294	450,073	465,382	481,239	497,668
Less Contract Fire Prevention costs	(160,000)	(160,000)	(160,000)	(160,000)	(160,000)
Total Expenditures	7,163,320	7,636,962	8,333,914	9,090,454	9,948,759
Measure S 2006 funding	(794,698)	(794,698)	(794,698)	(794,698)	(794,698)
Measure S 2014 funding	(309,189)	(309,189)	(309,189)	(309,189)	(309,189)
Total Measure S funding	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)	(1,103,887)
Original Funding from the General Fund (Figure 28)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)	(3,395,335)
Amount to Fund From Parcel Tax	2,664,099	3,137,742	3,834,692	4,591,233	5,449,538

Option G: Projected Cost of Contacting for an ALS Ambulance

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Amount to Fund From Parcel Tax	2,664,099	3,137,742	3,834,692	4,591,233	5,449,538
Total parcels	6,629	6,629	6,629	6,629	6,629
10% Senior Exemption Single Family Tracts	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	6,034	6,034	6,034	6,034	6,034
Per parcel cost	441.51	520.01	635.51	760.89	903.14
Escalation		17.78%	22.21%	19.73%	18.70%

Comparison Cost of All Options

	Projected				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Option A: Rodeo-Hercules FPD	No proposal				
Option B: Contra Costa FPD (*Figure 128)	$8,599,383	$9,040,367	$9,510,826	$9,989,597	$10,467,788
Option C: Expansion of PFD (*Figure 131)	$7,548,248	$8,126,208	$8,788,605	$9,508,313	$10,327,358
Option D: Two Person Type VI (*Figure 132)	$6,320,333	$6,869,441	$7,501,954	$8,190,694	$8,977,659
Option E/Recommendation B-1: Type VI & Training Capt. (*Figure 133)	$6,448,660	$7,002,186	$7,639,279	$8,332,765	$9,124,650
Option F: Volunteer/Reserves (*Figure 135)	$102,100	$48,460	$48,827	$49,202	$49,584
Option G: Contra Costa Ambulance (*Figure 136)	$7,163,321	$7,636,964	$8,333,914	$9,090,455	$9,948,760
Status Quo: Operations Continue at The Current Level (*Figure 27)	$4,188,930	$5,488,293	$5,272,626	$5,829,219	$6,434,978

Status Quo for the Pinole Fire Department

The following schedule presents projected costs to maintain the existing service levels for the Pinole Fire Department. In this scenario, Measure S Initiative revenues continue to increase to minimize the burden to the General Fund. A parcel tax is calculated on the revised number of parcels and considering a 10% reduction in single-family parcels for senior ownership.

Status Quo for the Pinole Fire Department

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Salaries	2,167,818	2,232,853	2,299,838	2,368,834	2,439,899
Benefits	2,113,226	2,577,021	3,087,252	3,649,922	4,306,908
Salaries & benefits	4,281,044	4,809,873	5,387,090	6,018,755	6,746,807
Services	830,906	854,171	878,088	902,674	927,949
Supplies	160,676	165,175	169,800	174,555	179,442
Recurring costs	5,272,626	5,829,219	6,434,978	7,095,984	7,854,198
Total expenditures	5,272,626	5,829,219	6,434,978	7,095,984	7,854,198

Status Quo for the Pinole Fire Department

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Total expenditures – prior slide	5,272,626	5,829,219	6,434,978	7,095,984	7,854,198
Sources of funding					
Measure S 2006	(794,698)	(802,645)	(810,671)	(818,778)	(826,966)
Measure S 2014	(309,189)	(312,281)	(315,404)	(318,558)	(321,743)
Total sources of funding	(1,103,887)	(1,114,926)	(1,126,075)	(1,137,336)	(1,148,709)
Net amount to fund	4,168,739	4,714,293	5,308,903	5,958,648	6,705,489

Status Quo for the Pinole Fire Department

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Net amount to fund	4,168,739	4,714,293	5,308,903	5,958,648	6,705,489
Total parcels	6,629	6,629	6,629	6,629	6,629
10% Senior Exemption Single Family Tracts	(595)	(595)	(595)	(595)	(595)
Net Total Tracts	6,034	6,034	6,034	6,034	6,034
Per parcel cost	690.87	783.12	883.51	993.06	1,118.71
Escalation		13.35%	12.82%	12.40%	12.65%

Additional Costs To Implement Recommendations

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Option A: Rodeo-Hercules FPD	-	-	-	-	-
Option B: Contra Costa FPD (*Figure 128)	3,326,757	3,211,148	3,075,848	2,893,613	2,640,918
Option C: Expansion of PFD (*Figure 131)	2,435,622	2,456,988	2,513,627	2,572,329	2,633,160
Option D: Two Person Type VI (*Figure 132)	1,047,707	1,040,221	1,066,976	1,094,710	1,123,461
Option E/Short-Term Recommendation B-1: Type VI & Training Capt. (*Figure 133)	1,176,044	1,172,966	1,204,301	1,236,781	1,270,452
Option F: Volunteer/Reserves (*Figure 135)	102,100	48,460	48,827	49,202	49,584
Option G: Contra Costa Ambulance (*Figure 136)	2,050,695	1,967,744	2,058,936	2,154,471	2,254,562
Status Quo: Operations Continue at The Current Level (*Figure 27)	-	-	-	-	-

Recommendation

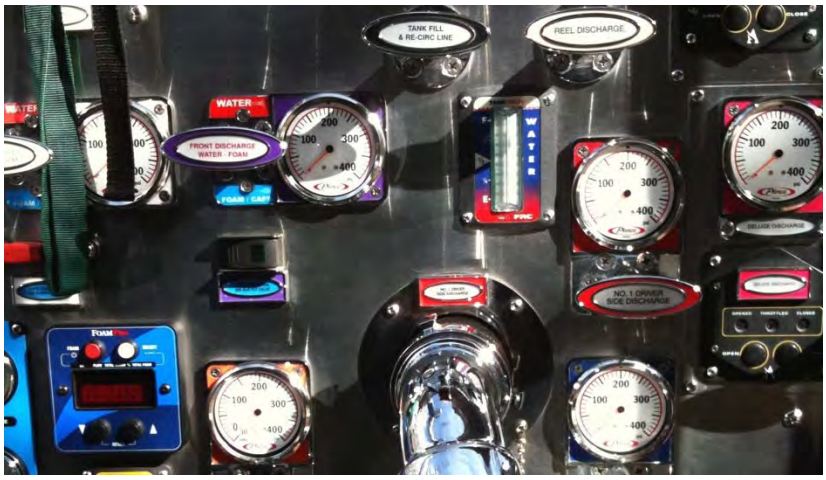
Recommendation B-1: Recommendation B1 is a temporary option, to improve effective response performance to both medical as well as fire and other emergency incidents, the City should consider acquiring and staffing a two-person, advanced life support equipped, quick response apparatus (Type VI) appropriately. Included in this recommendation is the hiring of an Administrative Captain to manage, among other administrative tasks, a continuing education program for fire and medical personnel.

Questions/Discussion

ATTACHMENT G

Final Report

2nd Round EMS/Fire Services Municipal Service Review/Sphere of Influence Updates



Approved August 10, 2016

Contra Costa Local Agency Formation Commission

Prepared by:
Municipal Resource Group, LLC
Berkson Associates

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1. EXECUTIVE SUMMARY

This Second Round Municipal Service Review (MSR) update of emergency medical services (EMS) and fire services in Contra Costa County provides: (1) selected data updates for the 11 EMS/fire service providers (three cities: El Cerrito, Richmond and Pinole) and eight special districts (Contra Costa County FPD, County Service Area (CSA) EM-1, East Contra Costa FPD, Kensington FPD, Moraga-Orinda FPD, Crockett-Carquinez FPD, Rodeo-Hercules FPD and San Ramon Valley FPD), (2) review of automatic and mutual aid agreements, and (3) focus on East Contra Costa Fire Protection District (ECCFPD) and Rodeo Hercules Fire Protection District (RHFPD), and the relationship of those focus agencies with Contra Costa County Fire Protection District (ConFire). The MSR update also provides a basis for consideration of agency Sphere of Influence (SOI) updates to be made by the Contra Costa Local Agency Formation Commission (LAFCO). **Figure 1**, below, depicts fire protection districts in Contra Costa County.

The 2009 MSR identified a number of significant issues affecting the provision of fire and EMS services. Although progress and action by public agencies has begun to address these issues, continued cost growth and constrained resources have worsened many of these problems, particularly for ECCFPD and RHFPD, which face significant financial and service deficiencies. The current status of MSR issues is summarized below.

Financing

For the most part, Contra Costa County fire service providers have the financial ability to deliver appropriate service levels, with the exception of ECCFPD and RHFPD.

Since the 2009 MSR and the recession, financial conditions at ConFire have stabilized and begun to improve, and other agencies continue to have the financial ability to provide adequate service levels, with the exception of the ECCFPD and RHFPD. Of all Contra Costa fire agencies, these two agencies receive the smallest share of the 1% property tax rate. Except in the event of a district dissolution or other boundary reorganization involving a transfer of service responsibilities, shifting of property taxes to a fire service agency from another existing taxing entity will face significant hurdles.

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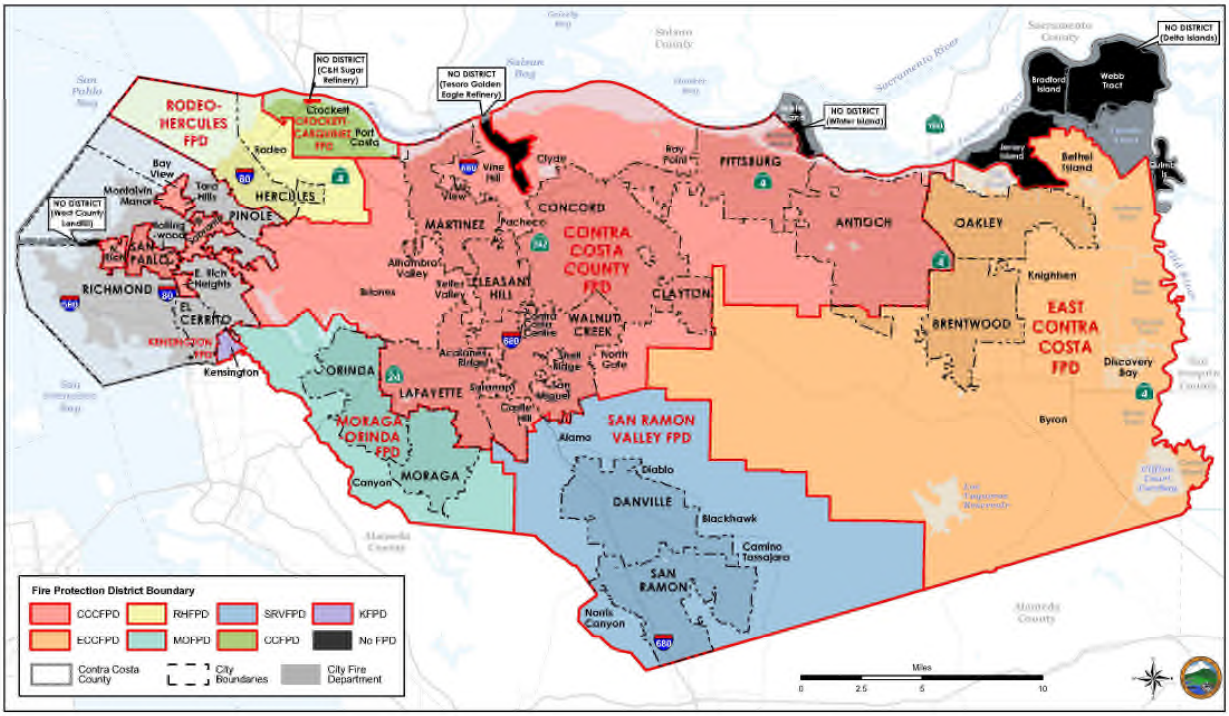
Figure 1
Fire Protection Districts in Contra Costa County



The lack of requirements for special taxes from new development increases the burden on fire agencies to obtain a two-thirds special tax voter approval once an area is populated. In addition to the difficulty of obtaining 2/3's voter approval of special taxes, fire districts also face limited sources of revenue, including inability to charge for most services, low property tax shares as many agencies evolved from volunteer agencies, high insurance costs due to the risky nature of the profession, and significant pension liabilities from past underfunding.

Notwithstanding the continuing financial problems of the ECCFPD and RHFPD as summarized below, certain actions since the 2009 MSR have begun to address financial issues. For example, the new partnerships among the County, ConFire and AMR for ambulance services. Also, pension reform allows for a new, reduced tier of pension benefits for new hires. CalPERS and the Contra Costa County Employees' Retirement Association (CCCERA) have taken steps to reduce unfunded liabilities by accelerating amortization periods for funding liabilities. However, in some cases these actions result in higher annual payments for agencies, worsening financial conditions for all agencies, including ECCFPD and RHFPD.1 Significant pension and Other Post-Employment Benefits (OPEB) liabilities, and related costs,

[1] In addition to its recent reduction in anticipated investment returns, CCCERA is considering additional changes that will further affect pension costs; these changes may become known by CCCERA's August 10, 2016 meeting, although additional time may be required to fully assess the impacts on fire agencies.

burden all fire service agencies, and are particularly acute for agencies with insufficient resources, including RHFPD and ECCFPD as discussed below.

ECCFPD serves most of the far eastern portion of Contra Costa County, beyond Pittsburg and Antioch, with a service area of 249 square miles, the second largest service area in the County. The District continues to suffer from inadequate financial resources, and was forced to close five fire stations since 2009. ECCFPD is heavily dependent on property tax, which is significantly lower than most other fire districts in the County; has been unsuccessful in passing special taxes due to lack of voter support; and carries significant pension and OPEB liabilities. A recently formed Task Force comprised of County, Brentwood and Oakley representatives has provided ECCFPD interim financing to re-open one station, and is investigating longer-term solutions in partnership with affected agencies. ECCFPD continues to look for financial enhancements and governance options, through a Standards of Cover (SOC) Study, pursuit of independence through a directly elected board, and an ongoing quest for new funding sources.

RHFPD serves the City of Hercules and unincorporated Rodeo, a portion of which is a Disadvantaged Unincorporated Community (DUC). RHFPD relies on property tax for a majority of its revenue, and receives the lowest allocation of property tax of all fire districts in the County. Other fiscal constraints include reduced property tax in the City of Hercules due to extensive redevelopment (RHFPD lost 29 percent to redevelopment in Fiscal Year 2015-16); limited property tax from the Phillips refinery property;[2] significant pension and OPEB liabilities; and a recent court decision that terminated the District's 2014 benefit assessment at the end of FY 2016-17. At issue in the lawsuit was the constitutionality of a special assessment levied upon parcels to fund general fire department services. In an effort to maintain current service levels, RHFPD will continue to pursue new revenue sources including tax measures, grant and bond opportunities; additional Measure H funding (a Countywide assessment to improve EMS); and possible Proposition 172 funds through the County. Without additional revenues, the RHFPD faces the potential closure of one of its two stations following the elimination of its benefit assessment at the end of FY 2016-17, and expiration of its Federal SAFER[3] grant.

[2] When Phillips was annexed to RHFPD in 1996, the tax sharing agreement only allocated a share of future incremental tax growth to the District at a rate lower than nearby areas; the District did not receive any of the base taxes paid by the refinery prior to annexation, therefore the District does not receive its typical share of full value, just the growth since 1996.

[3] "SAFER" is an acronym for "Staffing for Adequate Fire Emergency Response."

Growth and Service Demand

Continued population growth, job creation, and changes in health care services affect the volume and location of service calls, creating needs for new facilities and staff resources in order to sustain services.

The recession, which began in December 2007 and extended for at least 18 months, created a pause in real estate development. However, with recovery in real estate markets, development planning and construction has resumed. The ability to restore services to pre-recession levels and fund increased services required by new development are especially challenging financially for the RHFPD and ECCFPD, which are the primary focus of this MSR. New development creates increased service responsibilities and costs to all fire service agencies, but does not provide sufficient revenues for adequate levels of increased service, particularly to RHFPD and ECCFPD. ConFire, as well as other agencies, was forced to make difficult choices – overall, the number of its fire apparatus was reduced by as much as 30%, although ConFire has begun to reestablish services with improved funding availability.

This update to the 2009 MSR proposes options for addressing the fiscal sustainability of the two focus districts.

Service Levels

Many Contra Costa fire agencies are unable to meet "Best Practices" for response times and staffing.

The 2009 MSR indicated that fire agencies were unable to meet national and state guidelines for fire response times 90% of the time. This finding has not changed, and in fact, response times have worsened for the RHFPD and the ECCFPD due to financial problems, station closures, and staff reductions.

Typical fire service provider services are based on two fundamentally different activities: fire suppression and emergency medical response. Each of these activities requires distinct training and equipment in order to be performed adequately. Depending on the nature of the incident, emergency medical response can often be provided adequately by two fully trained personnel equipped with specialized support equipment.[4] Fire suppression service requires a much more complex and coordinated personnel- and equipment-intensive response. While additional or improved ambulance service can augment or supplant medical emergency services provided by fire service agencies, that is not the case for fire

[4] A first responding fire company can generally be successful providing EMT or basic life support, with a paramedic staffed ambulance following, as is the case in Richmond and ECCFPD.

suppression activities. Those activities remain dependent on adequate personnel and equipment responding within reasonable timeframes to be effective.

This point is particularly applicable to the ECCFPD and the RHFPD due to their current and possible future lack of personnel and equipment resources. As outlined below, the impact of RHFPD returning to a one-station configuration will have significant impacts on its services, particularly fire suppression activities. Any working fire in the RHFPD will require cooperative service from adjacent districts to perform fundamental fire suppression activities to achieve minimum levels of effectiveness. Travel times from adjacent jurisdictions will compound the difficulties in conducting effective fire suppression activities, given the lack of in-district personnel and equipment. Inadequate service levels will result in increased fire damage, potential failure of fire rescue activities, and injuries to fire personnel.

The current three-station configuration of ECCFPD clearly demonstrates the impacts of inadequate staffing and personnel to provide adequate fire suppression services. Longer response times for fire service and reduced emergency medical response are all outcomes of the reductions in personnel that have occurred in recent years.

Adequate fire suppression response is an essential function of the County's fire service providers, and important to support the capability to respond to multi-casualty and disaster events. As outlined in subsequent sections and discussed in **Appendix A**, the National Fire Protection Association and other agencies have developed standards for performance, staffing and service adequacy. While those standards are not absolute, significant deviations from those standards have definite and significant impacts on the communities served.

Multi-jurisdictional efforts have been approved to provide interim funding to re-open an ECCFPD station in July 2016, while a plan is developed and implemented to provide for sustainable longer-term funding. If the re-opened station cannot be maintained and additional stations opened in the long-term, service levels will continue to be inadequate and threaten the safety of life and property.

RHFPD is working on improving revenues in order to avoid closing one of its two stations. Closure of its second station will have a significant adverse impact on services within the RHFPD as well as the West County service area.

Response times for ambulances dispatched by ConFire are anticipated to improve as a result of the new contract between ConFire and American Medical Response (AMR). This system may also help to reduce the number of medical calls that require fire engine response. ConFire could realize increased federal or state revenues from the arrangement, which could be reinvested in improved and reduced-cost ambulance services to the community.

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Disadvantaged Communities

A "Disadvantaged Community" is defined as "a territory that constitutes all or a portion of a 'disadvantaged community' including 12 or more registered voters"[5] … with an annual median household income that is less than 80% of the statewide annual median household income.[6] After preparation of the 2009 MSR, State legislation was enacted requiring that an MSR consider disadvantaged communities in its findings.[7]

Contra Costa County has documented disadvantaged communities, and identified the applicable fire service provider for each, as detailed in **Appendix B**. Disadvantaged communities within the two focus MSR agencies are described below. There are several disadvantaged communities in other areas of the County as well, as noted in the Appendix.

ECCFPD

Several disadvantaged communities fall entirely within the current SOI of the ECCFPD. Areas include Bethel Island, and an area to the east of Brentwood that includes the community of Knightsen.[8] Those two areas experience among the worst response times in the ECCFPD of 13:37 minutes and 18:18 minutes respectively (90% of responses fall within those times), which fall significantly below overall District times, and well-below national standards for "Best Practices."

RHFPD

One community in Rodeo has been identified as a disadvantaged community. The area is within one mile of RHFPD Station 75, and therefore response times for the first-arriving engine company should meet or exceed Best Practice norms. However, if Station 75 closes as a result of revenue shortfalls, the next closest station would be Station 76, over two miles away. Times required for arrival of additional engine companies in the event of a structure fire would increase as well.

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[5] Senate Bill 244: Land Use, General Plans, and Disadvantaged Communities, Technical Advisory, State of California Office of Planning and Research (OPR).

[6] Cal. Water Code § 79505.5. Qualifying MHI is 80% or less of Statewide MHI. California MHI is $61,400 and qualifying MHI is $49,120.

[7] Cal. Gov. Code § 56430, as amended by SB 244.

[8] "Disadvantaged Communities (DAC) Determination", American Community Survey 5-year Estimates (2009 - 2013), County of Contra Costa.

Infrastructure Needs

Nearly half of the fire stations in the County are over 40 years old and a significant number are in poor condition, needing repair or replacement.

In some cases, for example the ECCFPD, many of the stations in need of repair or replacement currently are not staffed; however, with increased operating revenues and re-opened stations, planning for capital repair and replacement will become essential. Standards of Cover (SOC) studies, in East County and in West County, are necessary to identify priorities for station locations, staffing, equipment and other infrastructure decisions. ECCFPD commissioned an SOC, to be prepared by Citygate Associates, that will be completed in July 2016.

Accountability

In the 2009 MSR, agencies demonstrated accountability based on standard measures, which generally remains true. The ECCFPD, however, suffers from a number of accountability issues.

Most of the agencies reviewed follow Best Practices in terms of contested elections, constituent outreach efforts, transparency, and disclosure practices. The ECCFPD Board members are not directly elected, and are appointed by the County Board of Supervisors (BOS) and the cities of Brentwood and Oakley. ECCFPD's limited financial resources constrain the District's ability to prepare and update financial plans and audits and reports for public review, and limit the agencies' ability to maintain and update their websites with comprehensive information in a timely manner. Efforts are underway to stabilize ECCFPD's funding and to create a more representative elected Board.

While agencies adhere to generally accepted accounting practices for public entities, recent changes in standards issued by the Government Accounting Standards Board (GASB) allow for the reporting of "net liabilities" for pension and OPEB plans.[9] While the "net" reporting helps to simplify the reporting process, it also reduces the availability of important information available to the public regarding total pension and OPEB assets and liabilities, and actual vs. total required payments. Agencies should include both the total and the net liabilities to provide maximum transparency and public information.[10]

---

[9] Statement No. 68, Accounting and Financial Reporting for Pension—an Amendment of GASB Statement No. 27 (issued 6/12), Government Accounting Standards Board.

[10] Additional OPEB clarity can also be provided by compliance with recent GASB draft guidelines proposing that governments report OPEB liabilities on the face of the financial statement; GASB also recommends reporting of actual annual payments made for the prior two years, and the net OPEB obligation at the end of each year.

Current Task Force planning efforts to stabilize ECCFPD funding include requirements by the County to initiate action to change the existing Board of Directors from an appointed Board to an elected Board.

Governance Options

ConFire

The 2009 MSR presented a wide-ranging set of potential governance changes for the East and West County cities and districts; some were boundary cleanups, others were governance/reorganizations, and many involved ConFire's active participation.

Due to ConFire's continuing recovery from recent adverse financial conditions, its ability to undertake additional service areas or service responsibilities depends on receiving additional revenues sufficient to offset its additional costs. This means that any significant governance changes related to the RHFPD or the ECCFPD, the primary focus of this MSR, are likely to require that those agencies adopt special taxes or other new revenues that will enable a "revenue neutral" service arrangement with ConFire so that ConFire's existing services are not diminished.

ECCFPD

The 2009 MSR proposed a number of potential governance options; however, no agency action has occurred since 2009 related to changes in governance. As summarized below and described in **Chapter 4**, significant changes in governance are not likely in the near-term; however, one viable option is the creation of an independent district (Option "d," below), currently an objective of the Task Force pursuing sustainable solutions for ECCFPD.

a. Detachment from ECCFPD of either the City of Brentwood or the City of Oakley, or both – If either or both cities detach, the remaining unincorporated area would essentially be a remnant district and would be financially unsustainable. In the event of detachment, the detaching city would be responsible for providing fire service within city boundaries either directly by forming a fire department or indirectly through a contract.

A detailed analysis of the impact of detachments has not been prepared; however, because Brentwood accounts for over 50 percent of the property taxes of the ECCFPD, the loss of revenues from detachment of Brentwood would not be offset by cost savings from detaching one fire station, or one-third of the total stations. In addition, it is unlikely there would be a reduction in overhead, thus the average cost per remaining ECCFPD station would increase. Because Oakley represents about 20% of assessed value, its detachment would present less of an impact on the remaining ECCFPD; however, the latter scenario is unlikely since Oakley's gain

in tax revenue would be insufficient to fund its station, and likely additional mitigation payments to ECCFPD would worsen Oakley's funding problem.

It is likely that LAFCO would allocate existing liabilities between the detaching entity and the remaining district; thus the detaching entities would not only assume the burden of annual operations, but would also be responsible for a share of current and long-term ECCFPD liabilities. LAFCO would determine this allocation, as well as any required mitigation payments, at the time of detachment.

b. Consolidation of ECCFPD with ConFire – This change of governance would require the cooperation of the ConFire governing board, which is the Contra Costa County BOS; however, the consolidation could effectively degrade the service levels to the ConFire service area, which would likely be unacceptable to the BOS. Without significant additional new taxes from ECCFPD residents, a financial drain on ConFire is likely due to outstanding pension and OPEB liabilities, and due to differentials in pay and benefits that would need to be reconciled.

c. ECCFPD contract for service with CAL FIRE – Financial savings are unlikely to result from this option given that the California Department of Forestry and Fire Protection (CAL FIRE) costs are similar to ECCFPD's.[11] ECCFPD would also need to resolve costs associated with its unfunded pension and OPEB liabilities. Some efficiencies in administration are likely, considering CAL FIRE's administrative operations. Actual costs and benefits would require a detailed analysis of contract services and charges.

d. Establish ECCFPD as an independent district – This option is consistent with the original ECCFPD formation goals, and recognizes the current de facto organization that functions independently of the County.[12] However, this option alone does not alter the District's ability to increase revenues. This option, in conjunction with other revenue-related actions, is discussed below under "ECCFPD MSR Recommendations."

RHFPD

The 2009 MSR considered a number of governance options; however, no agency action has occurred since 2009 related to changes in governance. Following is a review and update of potential options.

a. Annexation of area served by Crockett-Carquinez FPD – While there would be benefits to a unified command structure and some shared internal support services, the cost reductions (net of revenues) to the RHFPD would not be significant enough to overcome RHFPD's financial shortfalls. Increased financial

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[11] MRG/BA interview with Chief Henderson, ECCFPD, November 24, 2015.

[12] LAFCO law defines an independent district as having a board elected by voters within its boundaries.

and operational efficiencies, in conjunction with other actions, could improve the long-term financial sustainability of RHFPD; however, there has been no activity in this area and neither of the agencies has expressed interest in pursuing it.

b. Consolidation among West County fire providers – Historically**,** major impediments to implementing this recommendation have included political, financial, operational, employee compensation and training differences, as well as an expressed lack of interest. Although the City of Pinole allowed its contract with the RHFPD for Fire Chief services to expire in 2013, and has been recruiting for a replacement Chief, they recently placed the recruitment on hold. The ConFire District Chief has approached both the City of Pinole and the RHFPD (who will have a Chief vacancy on May 1, 2016) and proposed a ”shared Chief” opportunity for the RHFPD, the City of Pinole and ConFire. The “shared Chief” position would be a ConFire employee who would provide fire and EMS leadership to the three agencies. The agencies would share the costs of the position equally and receive ongoing service from the Chief in the position. This is a practical, easily implementable and cost-effective method of providing Chief-level leadership for these three agencies. Although significant long-term issues, including pay and benefit differentials, varying pension costs and unfunded OPEB obligations exist between RHFPD, ConFire and the City of Pinole, the “shared Chief” position will, if implemented, make a significant step in integrating the agencies in a functional manner.

Although a “grand solution” that includes a consolidation or annexation is highly unlikely to occur in the near-term, increased “functional” consolidation, which does not require governance changes, will provide a more efficient application of resources available in the West County area. Functional consolidation does not offset the inherent deficiencies of service that are created in RHFPD as a result of unfunded service demands and closed fire stations, but in conjunction with other actions, could improve the long-term financial sustainability of RHFPD.

MSR Recommendations

ConFire

Opportunities may exist whereby ConFire, by virtue of economies of scale, can provide a variety of services to smaller agencies in a cost-effective manner, as described below. ConFire’s assistance can help to reduce costs and improve the operating and administrative effectiveness of RHFPD and ECCFPD in particular, as one element of achieving long-term sustainability of those agencies.

1. Services to RHFPD – In the West County area there are opportunities for ConFire to assist RHFPD with organizational management, chief services, training, and facilities and equipment resourcing.

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2. City of Pinole – Opportunities should be explored for potential utilization of a vacant station, organizational management, chief services, training, and facilities and equipment resourcing.

3. Battalion 7 service area – ConFire's presence in the unincorporated areas of San Pablo provides opportunities for fire response coordination in the area.

4. ECCFPD – In East County, the significant impacts of automatic aid on ConFire when responding to requests for service from ECCFPD have taxed the resources available to the ConFire service area. As ECCFPD develops fiscal and operational resources, ConFire will be able to play a more complete role. ConFire already provides a number of technical and support activities for ECCFPD at the present time.

ECCFPD

Current ECCFPD service levels are inadequate, and risk loss of life and property, and injury to firefighters if the District does not increase resources to reopen and staff fire stations. The ECCFPD, in collaboration with a Task Force of participating agencies, are working to address these issues. This MSR recommends the following as minimum steps to restore adequate service levels.

1. Educate the community on the need for professional fire and emergency medical services – Informed community participation is essential to the creation of a service plan, and to the review and development of funding sources as part of a long-term service and cost plan (see #4, below), improving the likelihood of support for a tax measure.

2. Establish an independent ECCFPD governing board – While an independent board does not guarantee increased revenues, the community will have a greater opportunity and ability to engage in District governance and support needed financial measures if the Board is elected locally and accountable to the community.

3. Develop a long-range service and cost plan that ensures adequate service levels – The ECCFPD has engaged a consulting firm to conduct a Standards of Cover (SOC) Study that will establish the basis for projecting service costs associated with the District's service area over the long term. The costs for capital and operational needs identified in the SOC Study can provide a basis for constructing a financially viable long-range service plan for the ECCFPD, as well as provide support to the District in its efforts to justify and efficiently utilize increased revenues.

4. Develop a funding plan for services that integrates the three governmental agencies' powers to generate development-related revenues for ECCFPD and, to the extent possible, justifies the use of

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additional tax revenues – The funding plan, involving the County and the Cities of Brentwood and Oakley, will be based on the outcome of the SOC Study. Community education and involvement, described above, are essential to ensure community support for needed revenues, including tax measures. The ECCFPD does not have the ability to impose development impact fees, but can create a special tax with two-thirds voter approval. In any case, active engagement and support of the County and the Cities is essential to implementation of any new tax.

RHFPD

The RHFPD budget will lose over $2 million of annual grant and assessment revenues over the next one to two years, which will require closing of one of its two stations, resulting in significant reductions in service levels, increased response times, and additional risk of loss of property and life, as well as risks to firefighters. The following steps represent the minimum actions needed to address this situation.

1. Pursue new RHFPD funding sources – The RHFPD should pursue voter approval of a special tax measure, which would require a two-thirds voter approval. The tax revenues, in addition to potential cost savings from operational efficiencies, could significantly improve the RHFPD's ability to sustain adequate levels of service.

As part of the planning efforts for a tax measure, RHFPD should participate in a SOC Study for the West County area to identify operational improvements and other measures to ensure efficient and cost-effective use of existing and new financial resources.

2. Create a Battalion 7/West County Fire and Emergency Services Task Force – Establish a Battalion 7/West County Fire and Emergency Services Task Force with representatives from all of the involved jurisdictions. The Task Force would be requested to meet regularly to develop, review and implement a regional SOC Study, apply for grants, refine operational practices and develop cooperative agreements to improve services through collaborative efforts described further in the MSR Determinations in **Chapter 7**.

3. Undertake a West County SOC Study – The study would objectively review the current level of fire and rescue services in the studied communities. The SOC analysis will identify the service area's strengths, deficiencies and areas of overlap. The results of the SOC Study could be used to improve the coordinated services in West County and form the basis for implementation of further service efficiencies, as well as to document service standards and improvements that support the RHFPD request for special tax revenue from voters.

SOI Recommendations

ConFire

ConFire should further investigate the feasibility of annexing several unserved areas in the County that currently are not within the bounds of a fire service agency, including refineries (e.g., Tesoro). These annexations will be contingent on ConFire receiving adequate revenues, through a combination of property tax and service agreements, to offset increased costs.

ECCFPD

This MSR recommends that the current ECCFPD SOI be designated as "provisional," requiring that the ECCFPD report back to LAFCO on at least an annual basis to inform LAFCO as to the ECCFPD's progress in implementing the recommendations of this MSR, and in meeting the objectives of independent governance, adequacy of services, and long-term financial sustainability.

As described above in "ECCFPD MSR Recommendations," this MSR recommends that the ECCFPD address its financial and service deficiencies by becoming an independent district with a directly elected board and a revenue stream adequate to support an acceptable level of fire and emergency medical services. The success of this strategy depends on increased support from the cities in the District, as well as public support for special tax increases. Reductions in its current service boundary, as discussed in the "Governance Options" section, above, would adversely affect the District's financial position and ability to achieve independent status.

Current facility and service deficiencies indicate an inability of the District to provide adequate services, as stated in the determinations; affirmation of the current SOI would be inconsistent with these determinations.

RHFPD

This MSR recommends that the current RHFPD SOI be designated as "provisional," requiring that the RHFPD report back to LAFCO on at least an annual basis to inform LAFCO as to the RHFPD's progress in implementing the recommendations of this MSR, and in meeting the objectives of adequacy of services and long-term financial sustainability.

As indicated in the "RHFPD Governance Options" discussion, significant annexations or consolidations among West County agencies are unlikely due to the perpetuation of current financial shortfalls, as well as a lack of interest among agencies. However, full consolidation is not required for the involved agencies to implement cooperative staff sharing, contracts for service, expanded automatic aid

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and coordinated response agreements to improve the services provided to the communities they serve.

While the RHFPD currently is providing adequate services, increased demands as well as the impending loss of over $2 million in grant and assessment revenues will force the closure of one of its two stations, significantly lengthening response times, reducing the ability to respond to multiple simultaneous incidents, and reducing the District's ability to provide needed aid to nearby agencies. Affirmation of the current RHFPD SOI would be inconsistent with the near-term risk of significant service inadequacies if only one station is staffed.

Alternatively, LAFCO could consider a "zero SOI" designation, signaling that the District's services will ultimately be provided by another agency. However, there are no current prospects for service by another agency given RHFPD's service deficiencies, financial obligations and impending reductions in funding. Through a successful combination of actions as recommended in this MSR, including support for new taxes and increased collaboration among West County agencies, the District will be in a much better position of financial sustainability, and potential service area changes will be more viable at that point in time.

2. LAFCO AND MUNICIPAL SERVICE REVIEWS

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH Act" - Gov. Code § 56000, et seq.) requires that every five years, as necessary, LAFCO review and update the SOI of each local agency. An SOI is a planning boundary outside of an agency's legal boundary (such as the city limit line or district boundary) that designates the agency's probable future boundary and service area. Factors considered in an SOI review focus on the current and future land uses, the current and future need and capacity for service, and any relevant communities of interest.

As part of the SOI update, LAFCO must prepare a corresponding MSR. An MSR is a comprehensive study designed to better inform LAFCO, local agencies, and the community about the provision of municipal services. Service reviews attempt to capture and analyze information about the governance structures and efficiencies of service providers, and to identify opportunities for greater coordination and cooperation among providers. The service review is a prerequisite to an SOI determination and may also lead LAFCO to take other actions under its authority.[13]

In 2009, Contra Costa LAFCO completed a comprehensive, Countywide MSR covering EMS and fire services in Contra Costa County.[14] The current "2nd Round MSR" is focused on: (1) data updates for the 11 fire service providers (three cities and eight special districts), (2) review of automatic and mutual aid agreements, and (3) focus on ECCFPD and RHFPD, and the interface of those agencies with ConFire.

The authors of the current MSR established a base of data covering all municipal fire service/EMS providers in Contra Costa County, drawing upon responses and follow-up to a LAFCO Request for Information distributed in the Fall of 2015. Additional research was conducted for the two MSR focus agencies to obtain more detailed data. Interviews and meetings were held with the focus agencies, as well as ConFire and other fire/EMS agencies in the County, and officials of affected cities served by the focus agencies (including the Cities of Brentwood, Oakley, Hercules and Pinole). EMS and fire service providers also had the opportunity to review and comment on working drafts of the current MSR.

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[13] "What is LAFCo?," CALAFCO website, http://www.calafco.org/about.htm.

[14] See "Fire and Emergency Service Providers," http://www.contracostalafco.org/municipal_service_reviews.htm.

SERVICE AREAS AND SPHERES OF INFLUENCE

The 2009 MSR proposed a number of governance and SOI changes to fire services and EMS in the County. A Fire Committee, formed following the presentation of the MSR to Contra Costa County LAFCO in April 2009, met five times in 2009 to review governance and SOI options, and other sub-regional and regional issues.[15] The Fire Committee provided a number of policy and SOI recommendations, including a recommendation that a West County Ad Hoc Committee be formed to develop a work plan to address issues identified in the MSR. A number of SOI changes, which were largely "clean up" to reflect actual areas of service delivery, were subsequently adopted by LAFCO (see **Appendix C**).

The Fire Committee's recommendations and LAFCO's SOI actions specifically excluded from ConFire's SOI the western boundary areas (i.e., City of San Pablo, and unincorporated areas including Bayview, East Richmond Heights, El Sobrante, Montalvin Manor, North Richmond, and Tara Hills) in anticipation of a future West County consolidation. LAFCO deferred SOI updates for the Crockett-Carquinez Fire Protection District (CCFPD), Kensington Fire Protection District (KFPD), and RHFPD pending the formation of a West County Ad Hoc Committee to address issues raised in the 2009 MSR; no committee was formed. No consolidation study or other efforts occurred subsequent to the 2009 MSR due to lack of interest on the part of the service providers.

DISADVANTAGED COMMUNITIES

Since the preparation of the 2009 MSR, State law has added a requirement that MSRs consider disadvantaged communities. The requirement resulted from Senate Bill 244 (Wolk, 2011) (SB 244), a law addressing disadvantaged communities. A "disadvantaged community" is defined as a community with an annual median household income that is less than 80% of the statewide annual median household income (Water Code Section 79505.5). A disadvantaged community is also defined as "a territory that constitutes all or a portion of a "disadvantaged community" including 12 or more registered voters or some other standard as determined by the commission.[16]

California Government Code Section 56430, as amended by SB 244, now requires LAFCOs to include in the MSR a description of the "location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere

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[15] "Supplemental Report – Fire & Emergency Medical Services Sphere of Influence Updates," letter from Lou Ann Texeira, Executive Officer to the LAFCO Commission, October 14, 2009 (agenda item).

[16] Senate Bill 244: Land Use, General Plans, and Disadvantaged Communities, Technical Advisory, State of California Office of Planning and Research (OPR).

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of influence."[17] The MSR must also contain specific written determinations on infrastructure needs or deficiencies related to public facilities and services, including but not limited to sewer, water, and fire protection services in any disadvantaged unincorporated communities within or contiguous to the sphere of influence of a city or special district that provides those services.

The County of Contra Costa has catalogued and mapped disadvantaged communities. Disadvantaged communities within the MSR areas of focus, namely the ECCFPD and the RHFPD, are discussed in the respective chapters for each of those agencies. **Appendix B** includes a list of disadvantaged communities in the County, and the fire service agency responsible for each one.

[17] Cal. Gov. Code, § 56430(a)(2).

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3. Overview of Emergency Medical Services (EMS)

Designated by the County BOS, Contra Costa Health Services (CCHS) serves as the local emergency medical services agency (the "EMS Agency," or "LEMSA"). The County awards exclusive ambulance operating contracts through a competitive process for all Emergency Response Zones (ERZs). **Figure 2a**, below, shows 2014 zones that were the basis for the response time data contained in this report.

Figure 2a
Contra Costa County Ambulance Zones – 2014

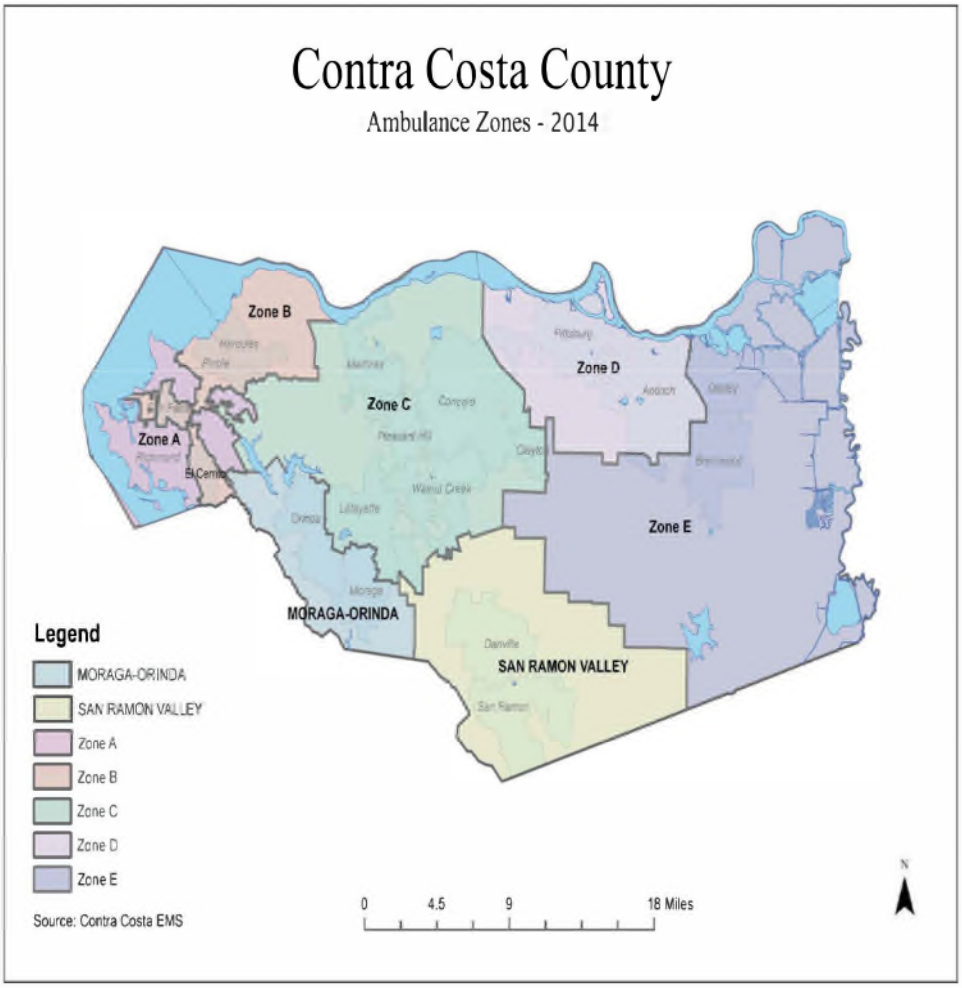
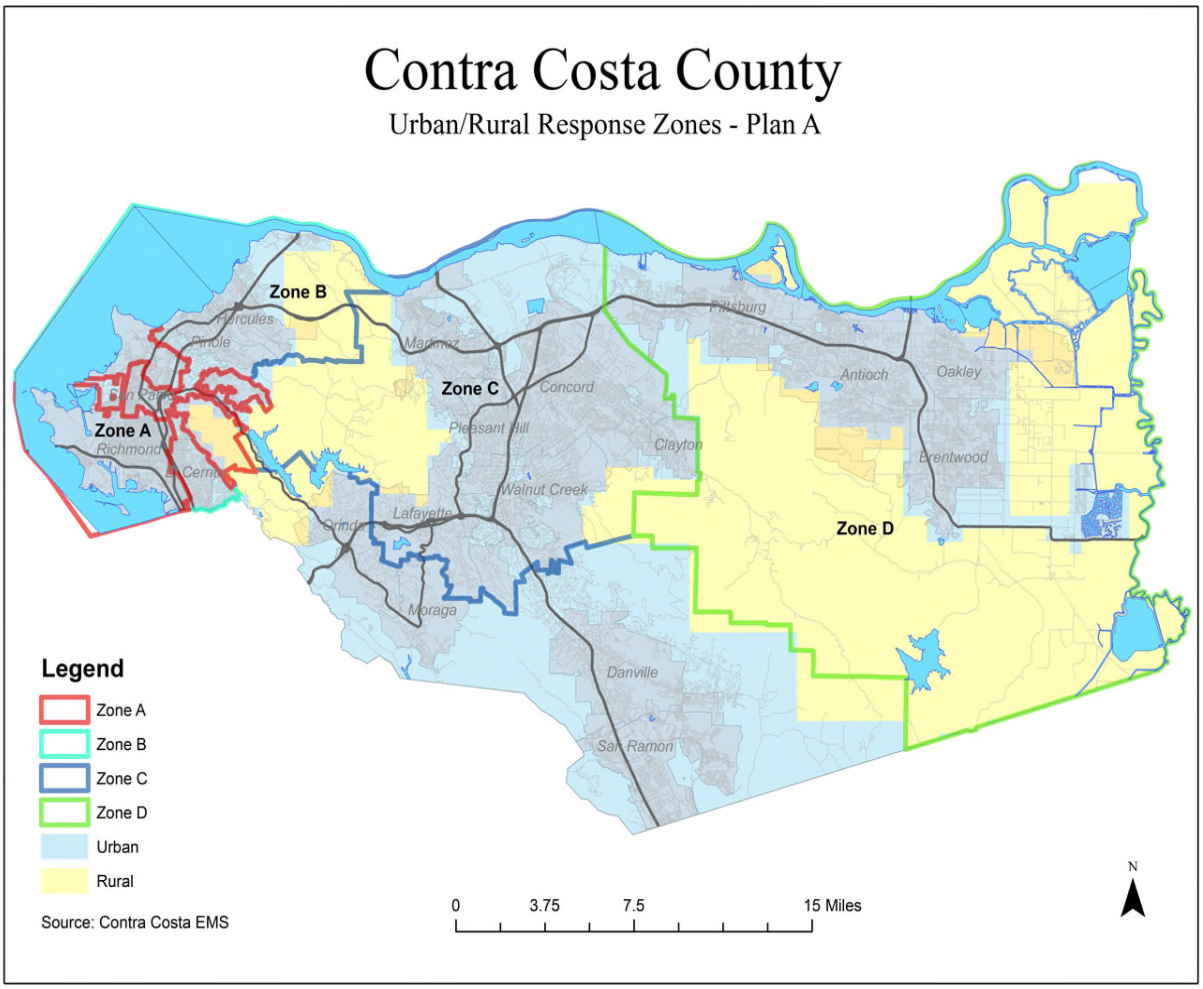


Figure 2b shows consolidated zones as currently configured. The ERZ served by the Moraga Orinda Fire District (MOFD), a non-competitive ERZ, is not subject to the EMS Agency bidding process. The ERZs were re-configured to reflect population growth and current EMS ambulance utilization; the revised ERZs and applicable response time requirements provide expanded urban response to growing areas previously deemed rural. The ERZs and related response time requirements were also designed to provide cost savings to EMS ambulance providers to preserve an emergency ambulance service model that could sustain itself on insurance reimbursement alone.[18]

Figure 2b
Contra Costa County Ambulance Zones – Current



[18] Patricia Frost, Director of EMS, Contra Costa County Health Services Dept., email correspondence 2016-05-13 and 2016-06-24.

Emergency ambulance service delivery contracts require compliance with standards for response time, staffing, training and equipment. These competitively awarded ambulance contracts are performance based; that is, the ambulance service provider must put in whatever resources are necessary to comply with response time and contract requirements, including appropriate resources for training, clinical care, equipment, and vehicles.[19] The EMS Agency (CCHS) is the BOS's designated contract manager for ambulance services and reviews ConFire and all EMS System emergency performance and ambulance service performance. Performance monitoring for independent fire districts providing EMS ambulance services is a responsibility shared by those fire districts and the EMS Agency.

As described in the 2009 MSR,[20] all areas in the County continue to be served by ambulances staffed with two full-time personnel, including at least one paramedic qualified to deliver Advanced Life Support (ALS) services.[21] The ambulances provide transport, as needed, to local emergency hospitals. Effective January 2016, a new contract went into effect between ConFire and AMR which provides that ConFire can directly dispatch individual AMR ambulances.

Fire departments in nearly all areas of the County, with three exceptions, staff their engines with at least one firefighter licensed as a paramedic who can provide ALS services directly upon arrival of the first fire unit, in advance of arrival of an ambulance, if needed.

Three fire departments provide Basic Life Support (BLS) services only;[22] these departments include the City of Richmond, ECCFPD, and Crockett-Carquinez FPD. In Richmond, the County has set higher ambulance response standards to assure ALS response to immediately follow the initial BLS aid provided by the Richmond Fire Department, because the Richmond Fire Department does not provide ALS. However, the Richmond Fire Department is on a path to become Advanced EMT within the next 24 months. ECCFPD is also adding advanced skills to its EMT level staff to provide enhanced services.[23]

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[19] Correspondence with Pat Frost, Director of EMS, Contra Costa Health Services, April 15, 2016.

[20] "Municipal Service Review: Fire and Emergency Medical Service Providers," Accepted by LAFCO August 12, 2009.

[21] ALS services are provided at the EMT-Paramedic level of care and involve the provision of advanced airway control, select pharmacologic interventions, and select invasive procedures, as well as cardiac monitoring and defibrillation (source: "EMS Modernization Report," Fitch & Associates, June 2014).

[22] BLS services are defined as the level of care that can be provided by an Emergency Medical Technician Basic (EMT-B). BLS services are limited to a basic level of patient intervention to include oxygen administration, splinting, bandaging, CPR, airway control, etc. Few (if any) pharmacological agents are allowed. Automated External Defibrillation (AED) may be provided at the EMT-B level; cardiac monitoring and advanced cardiac interventions are not.

[23] Correspondence with Pat Frost, Director of EMS, Contra Costa Health Services, April 15, 2016.

Two of the first responders—San Ramon Valley FPD (SRVFPD) and MOFD – staff their own ambulance companies directly with licensed paramedics, and all others rely on Alliance ambulances (CCFPD ambulance services provided by AMR).

In 2014, the County commissioned a study by Fitch & Associates[24] to understand the current EMS System functions and performance levels and to identify trends to guide recommendations for optimizing future EMS System operations.

Measures recommended in the Fitch Report to reduce EMS System costs included the following:

- consolidating the ERZs into three zones to create cost savings and efficiencies, by merging response zones A and B and response zones D and E;[25]
- establishing consistent response times and staffing requirements for the entire County;[26]
- lengthening response times requirements by 60 seconds;[27]
- eliminating Quick Response Vehicle (QRV) units; [28]
- allowing first response to be provided at the BLS level, which has been shown to be effective when followed by a paramedic ambulance;[29] and
- dispatching first responders only on calls where they are likely to be beneficial to the patients.[30]

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[24] "EMS Modernization Report," Fitch & Associates, June 2014.

[25] Merging of response zones to D and E occurred effective January 2016 (P. Frost, April 15, 2016). Under the new agreement the County may elect to merge response zones A and B during the term of the contract if desired.

[26] A 1:1 ratio, or 1 EMT and 1 paramedic staffing, was made countywide with the new Alliance agreement (P. Frost, Director of EMS, April 15, 2016).

[27] This was elected NOT to be done at this time, but can be phased in over time if sustainability of ambulance services is at risk. The evidence and use of EMS in the County demonstrates this would be safe when paired with fire first medical response. It is also very important to note that ambulance response times were modified based on population growth; in East County the urban ambulance requirements added more ambulances (P. Frost, Director of EMS, April 15, 2016).

[28] Quick response vehicles were eliminated and replaced with ambulance services along with expanded urban response zones, especially in East County (P. Frost, Director of EMS, April 15, 2016).

[29] Correspondence with Patricia Frost, Director of EMS, Contra Costa Health Services, April 15, 2016.

[30] Alliance model allows for that efficiency to occur. Co-location of fire and ambulance dispatch began in January 2016 to facilitate ambulance dispatch (P. Frost, Director of EMS, April 15, 2016).

EMS DISPATCH

As described in a 2012 report by the County's Emergency Medical Services Agency (EMSA) to LAFCO:

> *When a medically-related 9-1-1 call occurs in Contra Costa County, the call is routed to one of three designated fire/medical dispatch centers located at Contra Costa County Fire, San Ramon Valley Fire, and Richmond Police. There, specially-trained dispatchers systematically assess the medical needs based on information the caller provides, assigns a dispatch priority to the call, dispatches the appropriate EMS resources and may provide emergency first aid directions to the caller. A typical emergency call receives a fire engine first response and an ambulance, both dispatched immediately with lights and siren (Code 3). In some cases, where the dispatcher determines the call is less urgent and less complex, an ambulance alone may be dispatched without lights and siren.*[31]

The new contract between ConFire and its private ambulance provider AMR under the Alliance ambulance model provides that ConFire can directly dispatch individual AMR ambulances, depending on the incident's need and location. Previously, the County contracted with AMR, which dispatched the ambulance. Under the new system, ConFire anticipates improved response times, and reduced needs, and in some cases, expects to dispatch an engine company, since ConFire dispatch will have better information about ambulance locations and the ability to respond in a timely manner when making initial response decisions. This model also gives the opportunity for ConFire to deploy ambulance-only for low acuity calls. Currently the vast majority of 9-1-1 calls are Code 3 when many times they can be Code 2 ambulance only.[32] This improved fire/EMS dispatch arrangement only applies in areas where ConFire provides fire and ambulance dispatch; it does not apply in Richmond, where the City of Richmond dispatches fire and then ConFire dispatches the ambulance.[33]

LEMSA contract data on the effects of the new ConFire/AMR contract will be finalized for the first six months of the contract by August, so the impact on response times is not yet known. Because the new dispatch arrangement has only been in effect for less than one year, full realization of potential benefits may

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[31] "The Relationship of Fire First Response to Emergency Medical Services," Report to the Local Agency Formation Commission, Contra Costa Health Services, Emergency Medical Services Agency, August 8, 2012.

[32] Correspondence with Patricia Frost, Director of EMS, Contra Costa Health Services, April 15, 2016.

[33] Patricia Frost, Director of EMS, Contra Costa County Health Services Dept., email correspondence 2016-05-13 and 2016-06-24.

require more time. Regardless of changes in response times, the EMS Agency anticipates that the new ConFire/AMR arrangement will result in a level of service at least equal to the level of service prior to the changes as a result of expanded urban response, and co-location of ConFire/AMR dispatch.

Although AMR does not provide ambulance service within MOFD territory (MOFD provides its own ambulance service), the new ConFire/AMR arrangement offers the potential to improve mutual aid response to medical emergencies, between areas of ConFire and MOFD. A new ambulance mutual aid agreement between ConFire, MOFD and San Ramon Fire was a requirement of the County's RFP for ambulance service, to help assure improved coordination of ambulance services.

Release of emergency ambulance mutual aid is controlled through "resource requesting" using the Medical Health Operating Area Coordinator for out of County requests.

EMS Staffing

At least one paramedic-trained crewmember staffs all emergency ambulances and most fire first responder units. All responders, whether paramedic or EMT I, are trained and equipped to perform most immediately needed lifesaving first aid measures such as controlling bleeding, opening and maintaining an airway, providing cardio-pulmonary resuscitation (CPR), and performing cardiac defibrillation. Only advanced EMT and paramedics can administer drugs and perform certain other Advanced Life Support procedures.[34] The Advanced EMT (AEMT) position has been identified by Contra Costa EMS as an option for fire first responder agencies who wish to provide a level of advanced life support (can give medications and do some paramedic functions but not all) as a more efficient staffing model.[35] Richmond Fire is exploring this option. About 5-10% of an urban EMS system's calls actually require interventions at an ALS level.[36]

[34] "The Relationship of Fire First Response to Emergency Medical Services."

[35] Correspondence with Patricia Frost, Director of EMS, Contra Costa Health Services, April 15, 2016.

[36] 2014 Contra Costa EMS System Performance Report.

EMS Response Times and Standards

Response times can have a critical impact on mortality rates. For example, the following graphic illustrates survival rates to a cardiac event.

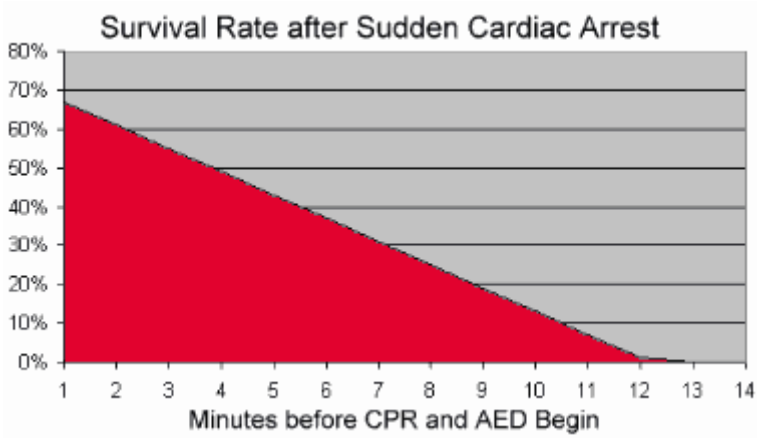

Table 1a, below, displays ambulance response time standards applicable to each zone in 2014, the percentage of responses that should meet the standard, and the actual compliance with the standard. The urban standards exceed national standards of 12 minutes for urban areas. As noted previously, the standards that emergency ambulances are required to achieve are higher in the City of Richmond because the City does not provide paramedics on its first response fire engine.

Table 1a
Ambulance Response Time Standards (Priority 1) – 2014

ERZ Provider	Geographic Area	Urban	Rural	Response %	2014 Actual Compliance %
ERZ A (AMR)	City of Richmond	10:00	20:00	95%	96%
ERZ B (AMR)	West County (non-Richmond)	11:45	20:00	90%	96%
ERZ C (AMR)	Central County	11:45	20:00	90%	94%
ERZ D (AMR)	Antioch, Bay Point, Pittsburg area	11:45	20:00	90%	93%
ERZ E (AMR)	East Contra Costa County	11:45	16:45[2] Suburban 20:00 Rural	90%	92%
ERZ Moraga Orinda	Moraga Orinda[3]	11:59	20:00	90%	92%
ERZ San Ramon	San Ramon Valley[3]	10:00	20:00	95%	97%

Source: 2014 Contra Costa EMS System Performance Report

1) Current ambulance response performance requirements for the contracted ambulance provider
2) Includes Bethel Island and Discovery Bay
3) A fire protection district provides emergency ambulance service in this zone, rather than CSA-EM1.

The new ambulance contract with ConFire/AMR, effective January 2016, required new standards applicable to the current ambulance zones shown in **Figure 2b**. The standards and response zones reflect adjusted urban response zones based on population growth and community utilization of emergency ambulance services for

the communities served.[37] **Table 1b** shows the ambulance response times as required by the County in the new contract.

Table 1b
Ambulance Response Time Standards – 2016

Priority Level	ERZ	Compliance	High Call Density Urban/Suburban	Low Call Density Rural
Priority 1	A	90%	≤ 10:00	N/A
Priority 1	B, C, D	90%	≤ 11:45	≤ 20:00
Priority 1	D (Bethel Island)	90%	≤ 16:45	N/A
Priority 2	A, B, C, D	90%	≤ 15:00	≤ 30:00
Priority 2	D (Bethel Island)	90%	≤ 20:00	N/A
Priority 3	A, B, C, D	90%	≤ 30:00	≤ 45:00
Priority 4	A, B, C, D	90%	+/- 15 minutes (scheduled) or ≤ 60:00 minutes	N/A

Table 2, below, shows average response times for ambulance service providers, as reported in the Contra Costa EMS Performance Report for 2014. The times shown represent averages. The Report did not indicate the 90th percentile and 95th percentile response times, which are the basis for the standards shown in the prior table; however, in all cases, the actual compliance met or exceeded the required standard. The County is in the process of evaluating response times under the new contract, but the results are not available at the time this report was prepared.

Table 2
Ambulance Response Performance by Zone and Service Provider

ERZ Provider	Geographic Area	Avg. Code 3 Response Time
ERZ A (AMR)	City of Richmond	4:58
ERZ B (AMR)	West County (non-Richmond)	4:46
ERZ C (AMR)	Central County	5:23
ERZ D (AMR)	Antioch, Bay Point, Pittsburg area	5:06
ERZ E (AMR)	East Contra Costa County	6:24
ERZ Moraga Orinda	Moraga Orinda Fire Protection District[3]	5:33
ERZ San Ramon	San Ramon Valley Fire Protection District[3]	4:20

Source: 2014 Contra Costa EMS System Performance Report

[37] Patricia Frost, Director of EMS, Contra Costa County Health Services Dept., email correspondence 2016-05-13 and 2016-06-24.

MEASURE H EMS FUNDING

Measure H, adopted by Countywide vote in 1988, established an annual parcel charge to provide for "…improvements in emergency medical and trauma care system including expanded countywide paramedic coverage; improved medical communications and medical dispatcher training; and medical equipment and supplies and training for firefighter first responders, including training and equipment for fire services electing to undertake a specialized program of advanced cardiac care (defibrillation)."

CSA EM-1 was formed with two zones, Zone A, which is all of San Ramon Valley Fire and Zone B, which is the remainder of the County. The basic assessment rate for Zone B is $10.00 per single-family residence, and $3.94 per single-family residence in Zone A. The lower rate in Zone A reflects that level of EMS enhancement funding approved by the San Ramon voters and governing boards in 1988. The primary purpose of Measure H was to provide funding for "paramedic ambulance services" countywide. The majority of Measure H funding between 1988 and 2004 funded paramedic ambulance services provided by the private contractor AMR.

In 2004, the Measure H funding that subsidized the private ambulance service provider was shifted to support fire first responder paramedic services as part of the new County ambulance contract. Until 2013, Measure H provided an annual subsidy of $30,000 per paramedic-staffed fire engine for all Zone B fire agencies. In May 2013, the County Board of Supervisors approved a population-based formula that provides funding to all Zone B fire first responder agencies regardless of engine staffing.[38] The new formula was a response to engine reductions that many agencies suffered during the downturn, and helped to preserve funding levels.

As reported by the Contra Costa EMS, "In 2014, Measure H assessments generated approximately $4.7 million. Currently, fire districts receive 60% of that revenue for first-responder EMS programs. The remaining funds support EMS system programs (17%), which include Trauma, Stroke, STEMI,[39] EMS for Children, Quality, Disaster Preparedness, Patient Safety programs; and multi-casualty and medical mutual aid dispatch from the Contra Costa Sheriff's Office (5%), with the remainder allocated for other services."[40]

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[38] "Guidelines for Fire First Medical Response Population Based Allocation County Service Area EM1 (Measure H) Funds," July 5, 2013.

[39] "STEMI" is an acronym for ST-elevation myocardial infarction, the most severe type of heart attack.

[40] 2014 Contra Costa EMS System Performance Report.

COUNTY AMBULANCE CONTRACT

The County of Contra Costa recently entered into an exclusive agreement for ambulance services with ConFire, pursuant to a Request for Proposals process. The agreement is a "performance-based agreement (Agreement) for the provision of (1) a ground emergency medical transportation system at a "paramedic Advanced Life Support" (ALS) level of service; and (2) non-emergency inter-facility paramedic ALS ambulance transports originating in Contra Costa County ...."[41]

ConFire and its private subcontractor AMR provide ambulance service to County areas not served by the MOFD and the SRVFPD, which provide their own ambulance service. The five-year agreement assigns responsibility for billing and insurance reimbursements to ConFire, while AMR provides ambulance and paramedics for a fixed unit hour fee. The partnership includes a combined dispatch center that is "forecast to reduce response times by 30 seconds and lessen the need to dispatch firefighters to non-emergency medical calls." Additionally, with the County now running its ambulance program, it could qualify for a State program that offers partial reimbursements for the medical transport of certain Medi-Cal recipients".[42] These Federal matching funds are also available only to public entities.[43]

Under the new system, ConFire dispatches the ambulance, rather than the prior system that required 9-1-1 calls to be transferred to ConFire, followed by ConFire notification of AMR. It is expected that this system will enable ConFire to avoid dispatching firefighters to incidents where they are not required, thus freeing up the firefighters and equipment for fires and other emergencies.

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[41] "Request for Proposals, Exclusive Operator for Emergency Ambulance Service, Contra Costa County, California," February 27, 2015.

[42] http://www.fireengineering.com/articles/2015/11/contra-costa-approves-ambulance-contract.html, November 26, 2015. Note: this funding is limited to regular MediCal. Managed MediCal is not eligible to qualify for federal funds at this time (P. Frost, April 15, 2016).

[43] Private ambulance companies are not eligible for the government Ground Emergency Medical Transportation (GEMT) reimbursement program – a federal match, up to costs incurred, for providing approved services.

4. OVERVIEW OF FIRE SERVICES

FIRE SERVICE PROVIDERS

As shown in **Table 3**, below, the total number of special district and city fire stations serving Contra Costa County has remained relatively constant since the 2009 MSR, excluding ECCFPD and ConFire. **Appendix D** provides information about individual stations, and changes since 2009.

By the time the 2009 MSR was finalized in April 2009, station closures had begun. Recent growth in revenues and property taxes has provided for the re-opening of some stations; however, certain districts continue to face financial difficulties, including the ECCFPD and the RHFPD. ECCFPD plans to re-open one station for one year as a result of an inter-agency Task Force funding plan. RHFPD anticipates possible closure of one of its two stations when current grant funding terminates near the end of FY 2015-16 and SAFER (Staffing for Adequate Fire and Emergency Response) Grant funds have been depleted.

In addition to special districts and city fire departments, there are a number of other service providers that contribute to related emergency services in the County, and cooperate with the special districts and cities.[44] These agencies include:

CAL FIRE, which has primary responsibility for wildland fires in State Responsibility Areas (SRAs). CAL FIRE's role and responsibility, and relationship to local agencies, is further described in this chapter below, under the heading "Wildland Fire Response."

East Bay Regional Park District (EBRPD), which provides fire suppression, prevention, BLS for medical emergencies, rescue, and initial hazardous materials response to the regional parks within Contra Costa and Alameda Counties, and serves as the first-in responder to designated non-park SRA lands by contract with CAL FIRE. ConFire remains the "Authority Having Jurisdiction" (AHJ), and is responsible, along with other local agencies, for responding to the majority of fire, EMS, and rescue services to EBRPD lands, particularly given EBRPD's limited equipment and response capacity.[45]

Federal Fire Department, Military Ocean Terminal Concord (MOTCO), which provides fire protection to the MOTCO facility with two engine companies operating

[44] The 2009 MSR provides additional information about these emergency service providers.

[45] Correspondence with Lewis Broschard III, Deputy Fire Chief, ConFire, April 18, 2016.

out of two fire stations. The MOTCO facility consists of an approximately 7,600-acre area, formerly known as the "Naval Weapon Station Concord Tidal Area."

Private Fire Brigades – Within Contra Costa County, there are four fuel refineries (Chevron, ConocoPhillips, Shell, and Tesoro), one large chemical plant complex (Dow Chemical), and one large sugar processing plant (C&H Sugar). C&H Sugar and Tesoro lie outside any fire district boundary in unincorporated areas of the County. One refinery, Chevron, has a full-time, paid fire department. The others operate fire brigades, with a manager functioning as the Fire Chief in addition to other duties. **Appendix E** provides additional information about refinery brigades and services.

Presently, local government fire service agencies are expected to respond to both routine and major emergencies at all these facilities to provide personnel, equipment, ALS first-responder medical care, ALS ambulance transport, and fire investigation. These responses are provided either through automatic-aid, mutual-aid, or as the AHJ.

Mutual Aid from the refineries is infrequent and only Chevron could provide services other than petro-chemical emergency response off-site. These facilities have the operational and overhead capacity to handle small incidents without mutual aid from local government agencies. Medium and large incidents require support and management from local agencies. Large incidents, particularly those involving off-site releases, require the use of an incident management team (IMT), the activation of emergency operations center(s) (EOCs), and public information functions. These are not presently well defined or exercised.[46]

The U.S. Coast Guard (USCG), which serves as a first responder for incidents involving injuries, loss of life or damage to vessels on the waterways and off of the coast of Contra Costa County.

The Parks Reserve Forces Training Area (Camp Parks), which is also a provider of fire services at the U.S. Army facility located within the service area of SRVFPD and near the City of Dublin.

The Contra Costa County Sheriff Marine Unit, which serves as law enforcement for abandoned vessels and crimes committed on Contra Costa waterways, but which is also the primary first responder for incidents involving injuries and boating accidents in the waterways.

The Contra Costa County Health Services Department, which provides specialized hazardous materials response.

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[46] Source: Fire Chief Stephen Healy, MOFD, Contra Costa County Operational Area Mutual Aid Coordinator; Lewis Broschard III, Deputy Chief, ConFire. See attached Appendix for additional information about initial attack responsibilities.

Table 3
Summary of Service Provider Stations, 2009 MSR vs. 2015

AREA	Staffed Stations		Total
Agency	2009	2015	Stations
WEST COUNTY			
City of Richmond	7	7	7
City of El Cerrito	2	2	2
City of Pinole	2	1	2
Kensington FPD	1	1	1
Rodeo-Hercules FPD	2	2	2
Crockett-Carquinez FPD (2)	1	1	3
Subtotal	15	14	17
CENTRAL COUNTY			
San Ramon Valley FPD (1)	9	9	11
Moraga-Orinda FD	5	5	5
Subtotal	14	14	16
EAST COUNTY			
East Contra Costa FPD	8	3	8
OTHER			
Contra Costa County FPD (ConFire) (1)	28	24	29
TOTAL (3)	65	55	70

(1) Includes stations staffed with reserves (ConFire Stations 19, and SRVFPD Stations 37, 40) . ConFire Station #18 is being sold (as of 4/18/16), and is excluded.
(2) CCFPD 2015 total includes1 staffed, 1 unstaffed, and one utilized by AMR (#79) pre-2016.
(3) The Sunshine Station, staffed by CAL FIRE, serves the Morgan Territory from May-Nov.

FIRE AGENCY SERVICE AREAS AND SPHERES OF INFLUENCE

The 2009 MSR recommended changes to SOIs; LAFCO adopted SOI updates for CSA EM-1, ConFire, ECCFPD, MOFD, and SRVFPD, as summarized in **Appendix C**. The changes sought to align boundaries with land use development and service responsibilities of the primary service provider; the changes were not associated with major organizational changes (consolidations, etc.). LAFCO deferred SOI updates for the West County agencies (i.e., CCFPD, KFPD, and RHFPD) in anticipation of the West County agencies forming an Ad Hoc Committee to pursue issues raised in the 2009 MSR. Also, LAFCO updated the SOIs for the Cities of El Cerrito, Pinole and Richmond in conjunction with the 2009 West County Sub-regional MSR covering city services.

FIRE AGENCY SERVICE AGREEMENTS

Local fire agencies have entered into a number of agreements, both formal and informal, to augment existing services and help to jointly handle hazards that may be beyond the capability of any single agency. These agreements, in some cases, also provide for the sharing of various functions such as training, dispatch, and administrative services. These agreements are discussed in greater detail in **Chapter 8**.

WILDLAND FIRE RESPONSE

The 10 fire station closures since the 2009 MSR had a significant impact on responses to all call types within the entire fire service emergency response network in Contra Costa County.

All wildland resources are cross-staffed by fire personnel who also staff structural firefighting apparatus, including engines and trucks. The closure of fire stations and lack of funding to reopen those stations increases the workload on the remaining companies, creating a very busy response network. Because the resources are cross-staffed, when a fire engine is on an EMS call it is unavailable as a wildland engine resource.

A high call volume caused by station closures affects the entire system. Increased resources are necessary to respond to wildland fires, as well as all other call types, because of the inter-related staffing.

In addition to a reduced number of stations, environmental factors have had a detrimental effect on wildland fire response. The increase in temperatures, longer wildland fire seasons, and the drought have all increased the number and complexity of wildland incidents. These increases, in turn, negatively affect responses to all other call types.

CAL FIRE's response varies based on the time of the year, level of response and the drawdown of CAL FIRE resources. During the regular fire season, CAL FIRE has one engine in the County; during peak seasons it has two. CAL FIRE dispatches at three different levels: "low" dispatches two engines, "medium" dispatches six engines, and "high" dispatches eight engines. CAL FIRE uses many factors to determine these levels. It should be noted that CAL FIRE could take as long as one hour for its resources to arrive in the County for a State Responsibility Area (SRA) fire. During this time, local agencies handle all mitigation operations.[47]

[47] Chief Lance Maples, President of the Contra Costa County Executive Fire Chiefs Association, (7/20/16).

Re Return to Agenda

FINANCING

As shown in **Table 4**, below, the primary revenue source for the fire districts is property taxes, which depend on the district's share of taxes generated by assessed value within district boundaries. A low share of property taxes, combined with relatively low assessed values, contributes to the significant financial problems of the ECCFPD and RHFPD, which receive on average 6% to 7% of each property tax dollar paid within their districts, compared to other districts that receive two to three times that tax share. Except in rare cases of district dissolutions or certain reorganizations, shifting property taxes from one entity to a fire service agency is highly unlikely to occur, either at the State or the local level.

Table 4
Financing of Fire and EMS Expenditures (FY 2014-15

AREA	Expenditures		Revenues				
Agency	Fire & EMS	per Resident	Property Taxes (1)	% of 1% Tax	Assessments & Spec. Taxes	Other Sources	TOTAL
WEST COUNTY							
City of Richmond	$29,388,000	$274	$6,346,000	28%		$23,042,000	$29,388,000
City of El Cerrito	5,742,000	$239	1,268,000	18%		4,474,000	5,742,000
City of Pinole (2)	3,469,000	$184	530,000	12%	$1,006,600	1,932,400	3,469,000
Kensington FPD	3,009,000	$593	3,264,000	30%	$200,000		3,464,000
Rodeo-Hercules FPD	6,637,000	$201	2,743,000	6%	$2,277,000	1,617,000	6,637,000
Crockett-Carquinez FPD	436,000	$132	444,000	12%			444,000
Subtotal	$48,681,000	$254					
CENTRAL COUNTY							
San Ramon Valley FPD	$55,703,000	$370	$56,838,000	14%		$4,479,270	$61,317,270
Moraga-Orinda FD	18,842,000	$449	16,150,000	17%		2,692,000	18,842,000
Subtotal	$74,545,000	$387					
EAST COUNTY							
East Contra Costa FPD	$10,791,000	$94	$10,363,000	7%		$428,000	$10,791,000
OTHER							
ConFire	$89,200,000	$149	$96,600,000	12%			$96,600,000

(1) City property taxes allocated to fire/EMS estimated based on property taxes as % of GF revenues.
(2) City of Pinole Fund 105 FY14-15 Revised Measure "S-2006" for fire expenditures.
(3) El Cerrito excludes approx. $2.4 million of reimbursement for KFPD contract.

In limited circumstances, new developments have been required to fund public safety operations through creation of a special tax by a city or the County, with concurrence of the developer. If the County or a city does not take advantage of the opportunity to require and create a special tax for fire services before residents move into a community, the tax will require two-thirds voter approval, which has proven difficult in areas already burdened by special taxes for infrastructure and by lack of voter support.

Redevelopment helped to support new development that will generate growth in property taxes in the future, particularly with an improving real estate market, but at the near-term cost of diverting a share of districts' property taxes otherwise needed to respond with increased fire protection services. Although redevelopment financing has been eliminated in California, property taxes will continue to be diverted to pay off remaining redevelopment obligations, affecting both RHFPD in Hercules, and ConFire in San Pablo and Pittsburg. According to the County Auditor, approximately 10 percent of fire district revenues were diverted to redevelopment in Fiscal Year 2015-16. RHFPD lost nearly 30 percent, and ECCFPD about 5 percent.[48]

Federal grants, such as SAFER grants, helped many agencies maintain service levels, however, these grants expire after a fixed period. Assessments are another source of funding, although the recent assessment increase adopted by the RHFPD was prematurely eliminated by settlement of a lawsuit against the District.

Cities have a range of revenue sources available to fund fire service, although they are typically responsible for funding a broad range of public services. Fire districts have funding limitations relating to the ability to charge fees for service and imposing special taxes and assessments. As with districts, a low share of property taxes and low assessed values generally translate into lower fire service expenditures per resident.

The average expenditure per resident for fire and EMS services provided by fire agencies was approximately $200 per resident in 2014, which is slightly below typical expenditures listed in the 2009 MSR of $209 per resident.[49] This result reflects the significant impact of the recession, station closures, and service reductions, combined with increased populations. Factors influencing expenditures, in addition to property taxes, include the availability of other revenues, geography and service demands, and policy decisions by residents and local leaders related to service and expenditure priorities.

Assessed Value and Property Taxes

According to the County Assessor, assessed values and property taxes have recovered and now exceed pre-recession levels. The increase in the Countywide local tax base for FY 2015-16 represents a 7.53% increase in assessed value. Cities with the largest increases in assessed value from the prior year include Brentwood at 12.29% and El Cerrito at 9.96%. Moraga, Hercules, and Pittsburg

[48] Correspondence from Bob Campbell to LAFCO, May 20, 2016.

[49] 2009 MSR, p. 4.

had the lowest assessed value increases. Moraga and Hercules each had a 5.87% assessed value increase and Pittsburg had an assessed value increase of 5.48%.[50]

Over the three-year period between FY 2009-10 and FY 2011-12, Countywide property taxes declined by 11.08%. Over the last three years, FY 2012-13 to FY 2014-15, the increase was 13.4%. This means that property taxes over the past six years only grew by a net of 2.32% over the entire period. This fact is a significant reason for the slow economic recovery in Contra Costa County, according to the County's FY 2015-16 budget.

OPERATING EXPENDITURES

Recent State legislation has enabled local agencies to limit benefits received by new hires, helping to constrain cost growth. Although inflation has generally been low (around 2% annually), health costs continue to grow; some agencies conservatively forecast 10% annual growth in health related costs.

Salaries and Wages

Salaries and wages represent 75% to 90% of operating budgets for Contra Costa fire agencies; the share of the total budget varies depending on costs of outside services and contracts, and revenues available for non-labor costs such as equipment repair and replacement, facility improvements, and debt service.

Pension Costs and Other Post-Employment Benefits (OPEB)

In general, long-term liabilities for employee benefits are likely to decline as a result of State legislation and reduced benefits for new hires. The California Public Employees' Pension Reform Act of 2013 (PEPRA), that covers all State and local public retirement systems, mandated retirement formulas for new safety hires. The formulas range from 1.836% at 55 to 2.5% at 55;[51] the new hires must be offered the option that is lower than, but closest to, the formula provided to members in the same safety retirement plan on December 12, 2012.[52] These new rates are generally lower than prior rates. PEPRA also defined "pensionable compensation" for new members to eliminate prior abuses stemming from "salary spiking."

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[50] Contra Costa County Office of Assessor, letter to the Board of Supervisors, July 1, 2015.

[51] In other words, "2.5% at 55" means a retiring employee can retire at 55, accruing an annual pension of 2.5% of pensionable salary for each year of service, up to a maximum percentage of pensionable salary (e.g., 90%).

[52] "Brief FAQs Regarding the Proposed California Public Employees' Pension Reform Act of 2013," by Janae H. Novotny, Esq., Burke, Williams & Sorensen, LLP.

In the near term, however, actions by CalPERS and CCCERA to reduce unfunded liabilities have resulted in increased annual payments to some agencies; this occurs as a result of shortened amortization periods for unfunded liabilities, which increases annual payments. For example, CCCERA reduced its assumed interest earnings on assets to 7.25%, which is slightly lower than CalPERS' assumptions of 7.5%; and CCCERA also reduced its amortization periods required for payment of unfunded liabilities; CCCERA's amortization periods are also generally faster than those of CalPERS, which effectively increases annual required payments.[53]

In April, 2016, CCCERA further reduced its assumed interest earnings rate, which will increase agency payments; ConFire estimates an annual impact of $4.5 million to $5 million.[54] In addition to its recent reduction in anticipated investment returns, CCCERA is considering additional changes that will further affect pension costs; these changes may become known by CCCERA's August 10, 2016 meeting.

Recent actions by CCCERA "de-pooled" certain liabilities, which effectively placed burdens for future obligations of an agency entirely on that agency, rather than spreading the burden among multiple, potentially larger agencies. The effect, for example, in the case of the RHFPD, was to increase the district's unfunded liabilities and annual costs. Spread among a reduced staff, the burden relative to payroll increased.

While unfunded liabilities have generally been declining, economic conditions and investment returns have a significant effect on changes in those liabilities. For example, if CalPERS and CCCERA investments do not achieve or exceed the returns assumed in the calculation of pension liabilities, the unfunded portion will grow and require increased payments (the annual changes are amortized over several years to smooth annual variations).

Payments by agencies against unfunded liabilities, e.g., through the use of Pension Obligation Bonds, can help reduce interest charges accrued by those liabilities. However, the agency is still obligated to provide additional resources if future investment earnings decline and assets are insufficient to fund obligations. This scenario constrains the ability to fully pre-pay future obligations, for example, in order for an agency to consolidate with another organization without the baggage of excessive unfunded liabilities.

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[53] MRG/BA interview with Wrally Dutkiewicz, Compliance Officer, CCCERA, February 26, 2016.

[54] Lewis Broschard, Deputy Chief, ConFire, testimony at LAFCO Hearing May 11, 2016.

GROWTH AND POPULATION PROJECTIONS

As shown in **Table 5**, below, the Association of Bay Area Governments (ABAG) projects that Countywide population growth from 2015 through 2020 will average 0.7% annually. This is approximately the same rate of growth as the County realized from 2010 through 2015. East and West County growth is above the Countywide average, and Central County exhibits slightly below-average rates.

Table 5
Projected City and County Population Growth 2015-2020

Jurisdiction	2015	2020	Annual Growth
WEST COUNTY			
Richmond	109,100	114,600	1.0%
El Cerrito	24,100	24,700	0.5%
Pinole	18,900	19,500	0.6%
Hercules	26,500	28,900	1.7%
San Pablo	30,300	31,500	0.8%
Subtotal	208,900	219,200	1.0%
CENTRAL COUNTY			
San Ramon	74,400	76,800	0.6%
Moraga	16,400	16,900	0.6%
Clayton	10,900	11,100	0.4%
Concord	125,300	128,500	0.5%
Danville	42,700	43,500	0.4%
Lafayette	24,500	25,100	0.5%
Martinez	36,500	37,100	0.3%
Orinda	18,000	18,400	0.4%
Pittsburg	67,600	72,000	1.3%
Pleasant Hill	33,800	34,400	0.4%
Walnut Creek	67,000	69,900	0.9%
Subtotal	517,100	533,700	0.6%
EAST COUNTY			
Antioch	105,600	108,900	0.6%
Brentwood	52,700	54,000	0.5%
Oakley	38,500	41,600	1.6%
Subtotal	196,800	204,500	0.8%
UNINCORPORATED			
Subtotal	162,900	166,100	0.4%
TOTAL	1,085,700	1,123,500	0.7%

Source: ABAG Projections 2013

Re Return to Agenda

As noted by ConFire, many areas in the County will continue to see growth of residential communities, which will require additional funding mechanisms and development agreements for capital, equipment, and staffing of new fire stations needed to cover these areas.

Certain communities, such as the City of Walnut Creek, have experienced significant infill growth with the development of multiple mid-rise residential and mixed-use occupancies. Despite the economic recession, single-family dwelling development continues to occur and is increasing in the Cities of Pittsburg and Antioch. The transfer of the former Concord Naval Weapons Station land to the City of Concord will result in significant residential and commercial development in that area. The communities of Pittsburg and Antioch will continue to see above-average growth of residential communities.[55]

SERVICE DEMAND

Table 6, below, compares total fire and EMS incidents to the population in each jurisdiction. Overall, the incidents per population of 1,000 equal 83/1,000 residents, which are slightly higher than indicated by the 79/1,000 residents in the 2009 MSR; however, the difference likely is not statistically significant. The incidents/1,000 residents is shown for general comparison purposes only; standards and national norms are not readily available, as the ratios can vary significantly based on numerous factors, such as daytime vs. nighttime populations, and incidents should be further stratified to provide more direct comparisons.[56]

[55] ConFire Response to LAFCO Request for Information.

[56] "Fire Service Performance Measures," Jennifer D. Flynn, National Fire Protection Association (NFPA), Fire Analysis and Research Division, November 2009 (see p. 14).

Re Return to Agenda

Table 6
Summary of Fire Agency Incidents by Service Providers – 2014

AREA, Agency	Population	Incidents: Total	Incidents: Incidents per 1,000 pop.
WEST COUNTY			
City of Richmond	107,300	10,774	100
City of El Cerrito	24,000	3,018	126
City of Pinole	18,900	2,205	117
Kensington FPD (1)	5,100	608	119
Rodeo-Hercules FPD	33,000	2,159	65
Crockett-Carquinez FPD	3,300	524	159
Subtotal	**191,600**	**19,288**	**101**
CENTRAL COUNTY			
San Ramon Valley FPD	150,480	8,618	57
Moraga-Orinda FD	38,500	3,162	82
Subtotal	**188,980**	**11,780**	**62**
EAST COUNTY			
East Contra Costa FPD	**119,125**	**5,423**	**46**
OTHER			
Contra Costa County FPD (ConFire)	**597,887**	**54,547**	**91**
TOTAL	**1,097,592**	**91,038**	**83**

(1) KFPD calls include 302 calls outside Kensington; 306 calls/5,100 population is equals about 60 calls per 1,000 population.

INFRASTRUCTURE NEEDS OR DEFICIENCIES

As previously shown in **Table 3**, the number of open stations declined by nearly 15% since the 2009 MSR, a net reduction of about 10 stations. Meanwhile, the population of Contra Costa County increased by about 3.5% over the same period.[57]

The closure of five ECCFPD stations accounts for the majority of the station reductions. ECCFPD currently has plans to re-open its Knightsen station for the period July 2016 through June 2017, contingent on a funding plan developed in conjunction with Contra Costa County and the Cities of Brentwood and Oakley.

ConFire currently has six closed stations (two of those stations are unstaffed, but serve as reserve stations with 10 on-call firefighters). The District has plans to begin re-opening certain stations depending on improved revenues and future needs.

RHFPD is at risk of closing one of its two stations when its SAFER current grant funding expires in the Spring of 2016, and 2014 assessment revenue is significantly reduced the following year, due to insufficient revenues to fund two stations.

Pinole continues with a one-station configuration—a 50% decrease from prior levels, which adversely affects response times.

The structural condition of stations has declined since the 2009 MSR; the total number of stations Countywide rated by the agencies as in "poor" condition increased from six stations in 2009 to 17 stations, according to the 2015 survey of agencies, as summarized in **Table 7**.

[57] "ABAG Projections 2013" estimated growth of 36,675 from 2010 through 2015, from a total population of 1,049,025 (2010) to 1,085,700.

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Table 7
Facility Condition – 2015 MSR Survey

AREA Agency	Total Stations	Poor Condition 2009	 2015
WEST COUNTY			
City of Richmond	7	0	1
City of El Cerrito	2	0	0
City of Pinole	2	0	1
Kensington FPD	1	0	0
Rodeo-Hercules FPD	2	0	0
Crockett-Carquinez FPD	3	0	0
Subtotal	17	0	2
CENTRAL COUNTY			
San Ramon Valley FPD (1)	11	0	0
Moraga-Orinda FD	5	2	2
Subtotal	16	2	2
EAST COUNTY			
East Contra Costa FPD (3)	8	3	3
OTHER			
Contra Costa County FPD (ConFire) (1,2)	29	1	10
TOTAL	70	6	17

Sources: Responses to 2015 LAFCO Request for Information; 2009 MSR.
(1) Includes stations staffed with reserves (ConFire Stations 19, and SRVFPD Stations 37, 40 ConFire Station #18 is being sold (as of 4/18/16), and is excluded.
(2) In 2015, 3 of 10 ConFire stations in "poor" condition were not open.

SERVICE ADEQUACY

The ultimate goal of any emergency service delivery system is to provide sufficient resources (personnel, apparatus and equipment) to the scene of a reported emergency in time to take effective action to minimize and mitigate the impacts of the emergency situation. All fire agencies should strive to meet generally recognized response performance measures based upon their current capabilities and resources. Each agency should have established benchmark response goals

that can be analyzed annually to measure how well the organization is performing in relation to the response time goals.[58]

The components of benchmark response goals have been established and or recognized by the National Fire Protection Association (NFPA), the Center for Public Safety Excellence/Commission on Fire Accreditation, and the Insurance Service Office (ISO). The American Heart Association (AHA) has shown that bystander CPR and Automated External Defibrillators (AEDs) are the most critical factors to cardiac arrest survival, not fire EMS response times.

This MSR describes response times as one common benchmark against which to measure fire agency performance. It is important to note that the typical response times measure the arrival time of the first engine to the scene of the incident. Other critical measures consider the time required for additional engines and firefighters to arrive, depending on the type of incident.

Response Times

For effective outcomes on serious medical emergencies and to keep serious but still-emerging fires controllable, industry Best Practices recommend the establishment of response time goals to measure adequacy of a response. NFPA Standard 1710, applicable to fire companies staffed by career firefighters, recommends 80 seconds (1 minute and 20 seconds) for "turnout time," or the time between receiving a dispatch call and leaving the station, for fire and special operations responses. The subsequent travel time standard requires no more than a 240-second travel time (4 minutes) to 90% of the incidents.[59] The combined time, from dispatch to arrival of the first responding engine company, equals 5 minutes and 20 seconds (not including time from receipt of 9-1-1 call to dispatch).

The Crockett-Carquinez FPD and the East Bay Regional Parks Fire Department are covered under NFPA Standard 1720 due to the manner in which those fire departments are organized.

Medical response standards, as described further in **Chapter 3**, depend on the nature of the medical emergency. The response time goal for BLS and defibrillation first response to potential cardiac arrest patients, as recommended by the County's Fitch Study, should be less than 10 minutes, 90 percent of the time. The system response time goal for ALS response and transport should be established between 12 and 13 minutes, 90 percent of the time.[60]

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[58] **Appendix A** discusses response times and adequacy in greater detail.

[59] NFPA 1710.

[60] EMS Modernization Project Report, Fitch & Associates, June 2014 (p. 56).

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As shown in **Table 8**, below, none of the fire service providers reported response times that achieve NFPA Standard 1710 standards of 5 minutes and 20 seconds 90% of the time. Crockett-Carquinez FPD does meet the NFPA Standard 1720, responding within 14 minutes to 80 percent of calls.[61] Knightsen and Bethel Island, within the ECCFPD, are also "rural" and subject to the longer response time per NFPA 1720.

Table 8
Response Times (Code 3) and ISO Ratings (2014)

AREA Agency	90 Percent of Responses	ISO
WEST COUNTY		
City of Richmond	8:20	2
City of El Cerrito	6:51	2
City of Pinole	8:38	3
Kensington FPD	7:37	2
Rodeo-Hercules FPD (1)	9:43	2/2X
Crockett-Carquinez FPD	9:40	3/10
Subtotal		
CENTRAL COUNTY		
San Ramon Valley FPD	7:01	02/2Y
Moraga-Orinda FD	8:20	3/9
Subtotal		
EAST COUNTY		
East Contra Costa FPD (3)	11:58	4/10
OTHER		
Contra Costa County FPD (ConFire)	9:33	3/8
TOTAL		

Source: Agency responses to LAFCO Request for Information, except as noted.
(1) RHFPD response information from correspondence 2/24/16.
(2) SRVFPD 4/14/16
(3) ECCFPD response time shown is for 2015.

[61] CCFPD has a population of less than 500 people/square mile, which meets the "rural" definition and the longer response standard.

By comparison to the 2009 MSR, response times have generally been maintained or improved; one exception is the ECCFPD that significantly reduced its number of stations, and thereby increased travel times from the remaining, more distant stations. The likely closure of an RHFPD station will have a significant effect on response times in that area.

ISO Ratings

Table 8 also shows Insurance Services Office (ISO) ratings for each service provider. The ISO's Public Protection Classification (PPC) system is intended to reflect a community's local fire protection capacity for property insurance rating purposes and provides a basis for the ISO rating. Although many insurance companies no longer utilize PPC ratings in determining insurance costs, it is a factor in many cases, and provides an indicator of levels of fire protection and fire risk.

ISO classifies communities from 1 (the best) to 10 (the worst) based on how well the community scores on the ISO Fire Suppression Rating Schedule, which grades such features as water distribution, fire department equipment, manpower and fire alarm facilities.[62] Any building more than five road miles from a fire station is rated 10, unless the area has an "automatic aid agreement" with another fire agency. Buildings within five miles of a station, but further than 1,000 feet from a hydrant, may receive a 9 (or a new, lower rating under a revised "split" rating system). Insurance rates typically may be higher for ISO ratings of 9 or 10;[63] however, insurance companies may use a number of other factors to determine rates. The areas with an ISO rating of 9 or 10 are generally the more remote and isolated areas of the County, which are difficult to access and serve.

ECCFPD, ConFire and MOFD report areas within their districts with ISO ratings of 9 or 10.

The new "split" rating system, which shows a "2/2X" for RHFPD, recognizes that there are areas within the District that are within 5 road miles of a fire station, but not within 1,000 feet of a hydrant (or "creditable water supply"); previously, the District would have been rated a "2/9" because of the lack of water supply in certain areas, but the new system recognizes benefits to being within 5 miles of a station. Similarly, SRVFPD received a "2/2Y", which previously would have been a "2/8B."

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[62] "Public Protection Classification (PPC) Frequently Asked Questions," http://www.tdi.texas.gov/fire/fmppcfaq.html#.

[63] "Understanding Fire Protection Class," Jack Bradley, Sept. 23, 2013, http://www.jackbradley.com/news/2013/09/understanding-fire-protection-class.

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Table 9, below, provides an indication of area and population served by stations. Most notable is the ECCFPD, which serves 249 square miles with only three stations; each station must cover a much larger area than typical for other agencies, which in turn significantly increases response times. A high number of residents per station, as is the case for ECCFPD, also indicates a greater likelihood of high call volume and potentially fewer resources available to respond to those calls. Currently there are times that ECCFPD had zero resources available due to simultaneous multi-incidents or working fires with all resources committed.[64]

Table 9
Station Service Measures – Population and Area per Station

AREA Agency	Residents per Station	Area (sq.mi.) per Station
WEST COUNTY		
City of Richmond	15,300	4.2
City of El Cerrito	12,000	1.3
City of Pinole	18,900	5.1
Kensington FPD	5,100	1.0
Rodeo-Hercules FPD	16,500	12.5
Crockett-Carquinez FPD	3,300	10.5
Subtotal		
CENTRAL COUNTY		
San Ramon Valley FPD	16,700	15.5
Moraga-Orinda FD	7,700	8.4
Subtotal		
EAST COUNTY		
East Contra Costa FPD	38,300	83.0
OTHER		
Contra Costa County FPD (ConFire)	24,900	11.7
Countywide Average	19,900	14.0

[64] Correspondence from Chief Henderson, April 14, 2016.

5. CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

ConFire provides fire prevention, suppression and emergency medical response on its engines at the Advanced Life Support paramedic level to nine cities and much of the unincorporated territory in the Central and Western portions of the County. While ConFire is not a primary focus of this MSR, the District plays a key role in the provision of fire and EMS services in the County, and can offer services that could further improve fire services of other, smaller agencies.

Since 2009, the District has addressed a number of fiscal and operational issues due to the significant reduction in revenue resulting from the economic downturn that began in December 2007. As noted in the 2009 MSR, the District's reduced service levels, unmet capital needs and lack of reserves resulted in extended response times and inadequate service coverage. The District presented a Service Reduction and Fire Station Closure Plan to the BOS in November 2012 after severely depleting its reserves and offering a parcel tax measure (Measure Q) to the voters that would have raised roughly $17 million;[65] the measure received insufficient support of only 53.01% "yes" votes rather than the required 66.6%.[66] The BOS approved the closure of four fire stations.

In 2013, ConFire commissioned a Fitch & Associates study of options to address its deteriorating financial condition.[67] The options were short-term solutions intended to help sustain ConFire for a period of three to four years, depending on the outcome of revenue estimates, cost increases, capital replacement, and natural disasters.

The District restructured its operations, and developed a "roadmap to sustainability" for the District that has utilized recent revenue growth to expand services and operational capacity. The District has made progress on retiring its Pension Obligation Bond debt and projects an annual budget surplus in FY 2017-18. The District's retirement expenses for the CCCERA increased by 84% between FY 2013-14 and FY 2015-16—significantly reducing its operational flexibility. Current projections for retirement expenses show a leveling of costs and stabilization of this portion of the District's operating expenses. The District is currently updating its fleet through lease-purchase agreements and is restoring a capital and equipment reserve fund.

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[65] "Measure Q a battle between Contra Costa fire services, pension reforms," Lisa Vorderbrueggen, *Contra Costa Times*, October 12, 2012, http://www.contracostatimes.com/portlet/article/html/fragments/print_article.jsp?articleId=21761455&siteId=571.

[66] "Measure Q, Parcel Tax, ConFire," http://www.smartvoter.org/2012/11/06/ca/cc/meas/Q/.

[67] "Evaluation and Options Appraisal, Contra Costa County Fire Protection District," prepared by Fitch & Associates, February 18, 2014.

In 2015, the District and AMR jointly responded to a Contra Costa Emergency Medical Services request for proposals to provide integrated emergency medical services response, as the sole bidder. The County approved this venture, and effective January 2016 the District and AMR implemented the expanded joint service program.[68] Through the elimination of separate dispatch and other duplicated services, the agencies will share responsibilities for emergency services resulting in improved service to users. ConFire will also be eligible to seek Federal grants and State reimbursements for services only available to public agencies. The revenues from these expanded services are projected to generate several million dollars of net revenue per year for the District.[69] In the first quarter of 2016 "…the ambulance program exceeded its revenue goal and expenses were lower than projected".[70]

Although ConFire has made significant financial progress and reduced expenditures, the total revenue available does not allow for expanded services without commensurate revenues to offset the additional services. Its current ability to provide aid to other districts, including ECCFPD, is constrained by limited resources; as a result, ConFire modified its aid agreement with ECCFPD, reducing its services to ECCFPD.

Challenges Faced by ConFire

ConFire faces a number of challenges similar to other fire service agencies. The District relies heavily on property taxes – which provide over 80% of the District's total income. As exhibited in the December 2007 downturn, property taxes are largely determined by economic cycles, and it is uncertain when the current recovery will end. The District's total costs for retirement and post-retirement costs, including medical insurance for retirees, pose another major challenge. CCCERA determines the terms of ConFire's retirement cost obligations, and future OPEB costs also create uncertainty regarding future revenue and expenditure projections.

The BOS has discussed a potential sales tax measure to provide additional funding for County Law Enforcement and ConFire services, but currently no formal action has been taken.

Establishing an equipment replacement reserve adequate to address the future needs of ConFire is another challenge facing the District. ConFire currently spends

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[68] Fire Chief's Report to Board of Directors, August 18, 2015.

[69] Excess ambulance revenue was recommended by Citygate to be applied to reduce ambulance fees to reduce the cost to the public and enhance EMS services Countywide to the community as specified in the new ambulance contract (P. Frost, April 15, 2016).

[70] MOFD Directors Give Unexpected Kudos to ConFire Chief, www.lamorindaweekly.com, April 20, 2016.

$1.5 million from its operating budget for lease-purchase costs for a number of new pieces of equipment. Establishing a self-sustaining equipment reserve fund will require allocation of additional funds from the District's ongoing operating budget. The District recently updated its 2009 Capital Facilities Plan, which was approved by the District's Board in March of 2016.[71]

CONFIRE GOVERNANCE OPTIONS

The 2009 MSR presented a wide-ranging set of potential governance changes for the East and West County cities and districts, some of which were boundary cleanups, others were governance/reorganizations, and many involved ConFire's active participation.

Due to ConFire's continuing recovery from recent adverse financial conditions, ConFire's ability to undertake additional service areas or service responsibilities depends on receiving additional revenues sufficient to offset its additional costs. This means that any significant governance changes related to RHFPD or ECCFPD, the primary focus of this MSR, are likely to require that those agencies adopt special taxes or other new revenue sources that will enable a "revenue neutral" service arrangement with ConFire so that ConFire's existing services are not diminished.

CONFIRE RECOMMENDATIONS

Opportunities may exist whereby ConFire, by virtue of economies of scale, can provide a variety of services to smaller agencies in a cost-effective manner, as described below.

1. **Services to RHFPD** – In the West County area there are opportunities for ConFire to assist RHFPD with organizational management, chief services, training, and facilities and equipment resourcing.

2. **City of Pinole** – Opportunities should be explored for potential utilization of a vacant station, organizational management, chief services, training, and facilities and equipment resourcing.

3. **Battalion 7 service area** – ConFire's presence in the unincorporated areas of San Pablo provides opportunities for fire response coordination in the area.

4. **ECCFPD** – In East County, the significant impacts of automatic aid on ConFire when responding to requests for service from ECCFPD have taxed the resources available to the ConFire service area. As ECCFPD develops fiscal and operational

[71] Correspondence with Lewis Broschard III, Deputy Fire Chief, ConFire, April 18, 2016.

resources, ConFire will be able to play a more complete role. ConFire already provides a number of technical and support activities for ECCFPD at the present time.

CONFIRE SOI UPDATE

There are several unserved areas in the County that ConFire many wish to consider annexing, including refineries (e.g., Tesoro). As noted above, these annexations will be contingent on ConFire receiving adequate revenues, through a combination of property taxes and service agreements, to offset increased costs. **Figure 3**, below, illustrates potential areas for ConFire to consider for annexation. In some cases, ConFire may already be responding to incidents in these areas; therefore, annexation and a property tax exchange to ConFire would recognize and help fund these responsibilities.

For example, ConFire has indicated that the Tesoro Golden Eagle Refinery should be considered for annexation into ConFire given the need for fire code and fire-related building code enforcement of hazardous materials and processes, primary EMS and structural fire response, and provision of oversight and fire protection consistent with the other refineries within the County. Tesoro is the only refinery that is not covered by a fire authority. Since September 1, 2014, ConFire has responded into the refinery 10 times for EMS or fire related incidents, and has handled 29 Community Warning System (CWS) notifications from the facility. Appropriate allocation of the property tax distribution from the facility to ConFire would be required by ConFire.[72]

Although in 2009, LAFCO expanded ConFire's SOI to include the Roddy Ranch area, and removed the area from ECCFPD's SOI, no related annexation has been proposed; thus, the area is still in ECCFPD's service boundary. LAFCO should encourage the two districts to work together to pursue this boundary correction. Similarly, there exists a small area of overlap just outside the boundaries of the City of Clayton.

[72] ConFire Response to LAFCO's Request for Information.

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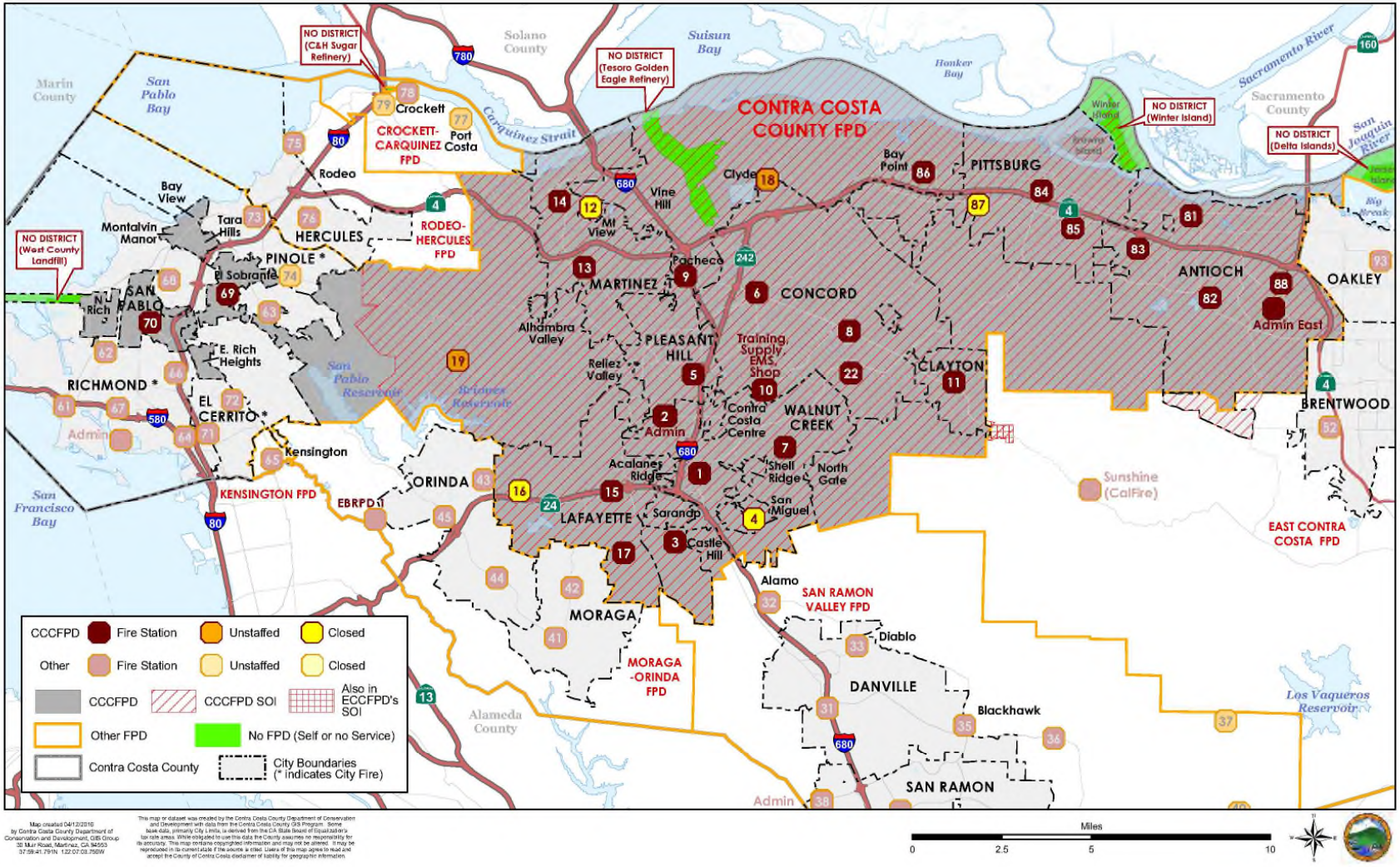
Figure 3
ConFire District Boundary and Sphere of Influence



6. EAST CONTRA COSTA FIRE PROTECTION DISTRICT

The ECCFPD provides fire protection and BLS emergency medical response to the Cities of Oakley and Brentwood, a portion of the City of Antioch and the unincorporated communities of Bethel Island, Byron, Discovery Bay, and Knightsen. ECCFPD was formed on November 1, 2002 as a dependent district through the consolidation of three smaller, mostly volunteer fire districts, the Bethel Island, East Diablo and Oakley Fire Protection Districts.

Since 2009, the District has proposed several special tax measures that have been rejected by District voters. As a result, the District has closed the majority of its stations, and currently operates with only three open facilities. ECCFPD has relied on ConFire for mutual aid and assistance, which has been reduced pursuant to a revised automatic aid agreement. Continuing residential and commercial development in the ECCFPD service area has further exacerbated the gap between resources and service demands.

Response times have increased as a result of fewer stations and greater distances to respond to incidents. With only three engine companies, the District depends on aid from other agencies in the event of a structure fire, which requires a response from five companies. When all three engines are responding to an incident, no units remain available in the event of a simultaneous emergency, seriously jeopardizing life and property.

A multi-jurisdictional Task Force has been formed to provide interim funding to re-open a station, and to pursue longer-term options to improve the service capabilities of the District.

Challenges Faced by the District

ECCFPD faces a number of significant and some severe challenges that will require extraordinary efforts to address, these include:

1. Low property tax shares in the majority of the District's tax rate areas. Due to the volunteer and extraordinarily small service populations of the predecessor dependent districts prior to the formation of ECCFPD, low property tax rates were allocated to fire service. The average tax rate for the District is 7% compared to 12% for ConFire and 14% for SRVFPD. The low property tax rates were "locked in" when Proposition 13 was approved. The small low tax-rate districts were consolidated into the ECCFPD and fail to generate an adequate tax base to support their full-time operations. Reallocation of property taxes from other existing agencies to ECCFPD, notwithstanding dissolution of an agency, is a highly unlikely solution to this problem.

2. The fiscal impact of CCCERA's reallocation of costs has produced impacts on the cost of funding employee retirement. Until 1999,[73] the County "pooled" participants, significantly reducing liabilities to smaller entities because of the size of the pool. CCCERA de-pooled the agencies and districts and established rates for each entity that would fully fund its retirement costs. The impacts of the "depooling" on the District were significant. Because ECCFPD has significantly reduced its workforce over the past 10 years, it is bearing the full costs of funding current retirees and current retirees' retirement on a significantly reduced workforce and budget. This has driven the per-employee contribution by the agency to 126% of salary, which is significantly higher than ConFire's contribution of 74% of salary.[74]

3. The impacts of benefit assessment and community facilities districts on residential properties*.* A variety of "Mello-Roos" Community Facilities Districts and other special districts have routinely been applied to residential development in non-urban development areas for the past 20 years. The essential infrastructure costs of roadways, drainage facilities, landscape and facilities maintenance as well as city and County services are often applied to individual residential units to create funding for improvement bonds to install the needed facilities and maintain them.

As a result, homeowners are often required to pay additional fees on their property tax bills that significantly increase their ongoing homeownership costs. Assuming the basic 1% property tax applies to a $350,000 home, the property tax will be about $3,500. In most of the established subdivisions in Oakley, Brentwood and Discovery Bay, additional sets of fees for infrastructure, landscaping and lighting and other facilities are applied which, in some cases, double the applicable property taxes. Fees for school bonds and other voter-approved measures can further increase the total tax burden. This can lead to voter fatigue and resistance to additional ongoing charges. In 2012 and 2015, ECCFPD attempted to pass a special tax and a benefit assessment, respectively. The voters rejected both efforts.

4. The lack of a unified community-based understanding of the value of fully operational fire and emergency services in serving the community. As a formerly rural area (Brentwood's population in 1990 was less than 7,500), ECCFPD and emergency services were largely provided by volunteer-based dependent districts until 2002. This history has led to a view that persists today

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[73] Starting with the December 31, 2009 Actuarial Valuation, the Board took action to depool CCCERA's assets, liabilities and normal cost by employer when determining employer contribution rates (CCCERA Actuarial valuation and Review as of December 31, 2014; p. 16).

[74] CCCERA Actuarial Valuation and Review as of December 31, 2014; rates are for FY 16-17, and include normal and unfunded liability.

that a volunteer force with select professionals can provide adequate service in an urbanized environment.

Today, the ECCFPD consists of more densely populated areas in Brentwood, Oakley and Discovery Bay, and the lightly populated unincorporated County areas stretching from Bethel Island to Byron to Knightsen. This creates a 249 square-mile service area with a population of 119,000 which is much more difficult to serve than neighboring Antioch with a population of 108,000 in 29 square miles. Unless the community accepts the need for fully staffed stations and equipment and a reasonable staffing level, service levels will continue to be substandard.

ECCFPD Local Accountability and Governance

Local Representation

ECCFPD was formed in 2002 in conjunction with the consolidation of three rural fire districts. LAFCO called for resolution of the issues of local governance, inadequate service and insufficient funding by December of 2004 as a part of the consolidation approval. LAFCO did not believe that it had the authority or the ability to impose conditions requiring that the consolidated district become an independent district with a board elected by residents of the District. LAFCO also did not feel that it could impose a requirement that a revenue measure be adopted as a condition of the consolidation.[75]

Initially, the BOS governed the ECCFPD. Transition towards local governance did not occur until late 2009, at which time the District Board was restructured to include representatives from the cities of Brentwood and Oakley and the unincorporated County.[76] The appointed Fire Board took over the District in February of 2010,[77] with a new nine-member Board consisting of four City Council Members from the City of Brentwood, three City Council Members from the City of Oakley, and two representatives appointed by the County from the unincorporated area.

At its December 15, 2015 board meeting, the Brentwood City Council decided that with the recent approvals of the recommendations from the multi-jurisdictional task force and Brentwood's commitment to providing significant General Fund

[75] "Consolidation of East County Fire Districts (LAFC 02-24)," from Annamaria Perrella, Executive Officer, to LAFC Commissioners, August 12, 2002.

[76] Fire Service Update – East Contra Costa County, Contra Costa LAFCO, June 8, 2011 (Agenda Item 9).

[77] Discussion of Fire Service in the City of Brentwood and Consideration of the Ad-Hoc Fire Subcommittee's Recommendation to Proceed with a Detachment/Formation Fire District Application to LAFCO Brentwood City Council, Agenda Item 26, June 28, 2011.

funds to the District, that the City's appointed representatives should be current elected members of the City Council.[78]

Table 10, below, lists current ECCFPD Board Members and the appointing authority. As noted above, three of the four Brentwood representatives are City Council Members, and one of the three Oakley representatives is a current City Council Member.

Table 10
East Contra Costa FPD (ECCFPD) Board of Directors

Position	Name	Appointing Authority	Date Term Expires
President	Joel Bryant*	Brentwood	Dec-16
Vice President	Ronald Johansen	Oakley	Sep-16
Director	Steve Barr*	Brentwood	Dec-19
Director	Robert Kenny	County	Feb-18
Director	Jonathan Michaelson	Oakley	Apr-17
Director	Cheryl Morgan	County	Feb-18
Director	Randy Pope*	Oakley	Sep-16
Director	Erick Stonebarger*	Brentwood	Dec-19
Director	Joe Young	Brentwood	Dec-16

Source: ECCFPD website (2/27/16)
* Denotes current city council members of the appointing authority.

Service Agreements

The ECCFPD has relied on ConFire for auto aid and assistance, which was recently reduced pursuant to a revised automatic aid agreement. According to the agreement, ConFire will no longer respond automatically to non-critical medical emergencies unless ECCFPD resources are unavailable.[79]

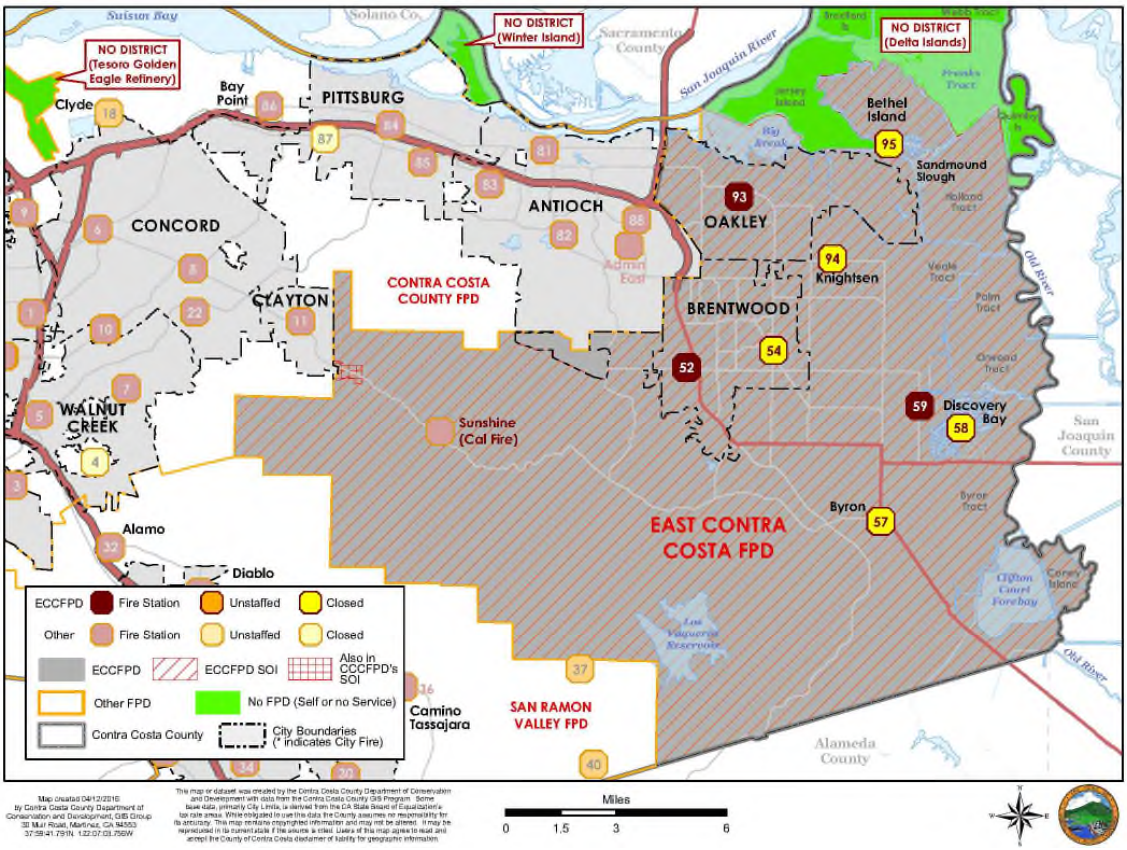
[78] City of Brentwood, discussion and possible consideration of the recommendation of the Fire Ad-Hoc Subcommittee to select two members of the City Council to serve as the City of Brentwood's appointments to the East Contra Costa Fire Protection District Board, December 15, 2015 (Agenda Item E. 1).

[79] "Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services between the Contra Costa County Fire Protection District and the East Contra Costa Fire Protection District," June 1, 2015 agreement revised 8-24-15.

ECCFPD Service Area and Sphere of Influence

Figure 4, below, from the 2009 MSR, shows the ECCFPD boundaries, which correspond to its SOI; the only change adopted by LAFCO following the 2009 MSR was to remove the Roddy Ranch area from the ECCFPD SOI and add it to ConFire's SOI (see **Appendix C**). In 2013, the East Bay Regional Park District purchased Roddy Ranch's 1,885 acres of East Contra Costa ranching land, of which 646 acres had been planned within Antioch's SOI to be developed with low-density residential units around a golf course. There are areas north and east of ECCFPD (Jersey Island, Bradford Island, Webb Tract, Franks Tract, Quimby Island) that have no fire service provider. ECCFPD is sometimes called upon to respond to fires in these areas.

Figure 4
ECCFPD District Boundary and Sphere of Influence



ECCFPD Disadvantaged Communities

As described in **Chapter 2**, a disadvantaged community is a community with 12 or more registered voters and an annual median household income that is less than

80% of the statewide annual median income. Median household income in 2014 was $61,489;[80] 80% of that amount equals $49,190.

The County of Contra Costa identified several disadvantaged communities that fall entirely within the current SOI of the ECCFPD. These areas include Bethel Island, and an area to the east of Brentwood that includes the community of Knightsen.[81] Those two areas experience among the worst response times in the ECCFPD of 13:37 and 18:18, respectively (90% of responses fall within those times), which fall significantly below overall District times, and well below national standards for "Best Practices" of 5 minutes and 20 seconds, as described in the "Service Adequacy" section of **Chapter 4**.

The Task Force, currently working towards a plan for expanding fire services in ECCFPD, is reopening the ECCFPD's station in Knightsen for one year, as plans for increased funding have materialized. To the extent that funding could be more fully restored to ECCFPD, it is possible that its station on Bethel Island could be reopened as well; however, significant capital funding will be required because the Bethel Island fire station was condemned and uninhabitable due to mold, lead and asbestos.[82] These stations, in addition to other increases in District stations and staff, would significantly improve response times to these disadvantaged communities.

ECCFPD FINANCING

The District is in the process of preparing an annual financial report.[83] This report will document assets and liabilities in accordance with generally accepted accounting principles.

As shown in **Table 11**, below, the ECCFPD budget projects FY 2015-16 property taxes to finally recover to FY 2008 levels shown in the 2009 MSR. Expenditures are comparable to (or slightly below) FY 2008 levels; station closures since 2009 have offset the anticipated cost increases described in the 2009 MSR. The 2009 MSR pointed to a 14% expenditure increase for the FY 2009 budget compared to FY 2008, in order to bring compensation in line with neighboring jurisdictions, and to fund pension and health benefit cost increases, and costs attributable to aging facilities.

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[80] http://www.census.gov/quickfacts/table/PST045215/06.

[81] Disadvantaged Communities (DAC) Determination, American Community Survey 5-year Estimates (2009 - 2013), County of Contra Costa.

[82] Correspondence from Chief Henderson, April 14, 2016.

[83] According to ECCFPD Chief Henderson, the District is finalizing its audits for the last five years, which will be presented to the Finance Committee on May 19, 2016 (correspondence from Chief Henderson, February 24, 2016).

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Table 11
Summary of ECCFPD Budget

Item	Actual (1) FY14-15	Projected (2) FY15-16
Revenues		
Property Taxes	$10,362,724	$11,654,565
Grants, Intergovernmental	$1,256,506	0
Other	$828	$521,095
Total Revenues	**$11,620,058**	**$12,175,660**
Expenditures		
Personnel Services	$8,290,191	$9,178,855
Supplies and Services	$2,500,862	$1,721,091
County Charges	*inc. above*	$711,065
Internal Services	*inc. above*	$267,053
One-time Charges	*inc. above*	$187,600
Total Expenditures	**$10,791,053**	**$12,065,664**
Net Change	**$829,005**	**$109,996**

(1) ECCFPD Revenue/Expense Report - Summary by Fund as of 6/30/2015 (ECCFPD Response to LAFCO Request for Information, Item 6a).

(2) ECCFPD Fiscal Year 2015-16 Operating Budget Changes (ECCFPD Response to LAFCO Request for Information).
Three station model, 34 operational and 2 admin personnel.

ECCFPD Funding Sources

The ECCFPD is heavily dependent on property taxes to fund its operations, although it utilizes a range of other sources and continues to seek additional revenues such as special taxes.

Property Taxes – Property tax revenues represents about 96% of total revenues. The losses experienced during the recession created a significant hardship on the District, particularly as the District faced significant cost increases. The economic recovery and growth in real estate values boosted property tax revenues over 13% in FY 2014-15 compared to the prior budget year. The FY 2015-16 projected

budget includes a 12.5% increase in property tax revenues; this increase offsets the loss of the SAFER grant that ended in November 2014.

The ECCFPD may benefit from an additional property tax allocation, depending on the outcome of a LAFCO application initiated in November 2015 by the County. The action proposes to detach six overlapping areas from the Byron-Bethany Irrigation District, which are served by the Discovery Bay Community Services District. The detachment, if approved, would generate funds that could be reallocated to one or more of the affected taxing agencies. The potentially available funds total approximately $685,000 annually. The BOS's action directed the County Administrator to develop a resolution of application for detachment to initiate the detachment process. The County Administrator was also directed to explore allocation of the property tax revenues from the overlap areas to the ECCFPD. Contra Costa LAFCO is currently processing the application for detachment.[84]

Operating Grants – The ECCFPD received a SAFER grant that provided over $3.7 million of funding in FY 2013-14, but ended less than midway through FY 2014-15.

Measure H – As described in Chapter 3, Overview of EMS Services, Measure H established an annual parcel charge for increased ambulance availability. A new, population-based formula now provides funding to all agencies regardless of engine staffing.[85] This formula enables the ECCFPD to maintain its funding from this source despite significant reductions in stations and staffing.

Community Facilities District (CFD) – The County collects special taxes from a CFD it formed in 2004, acting as the Board of the ECCFPD, for the Cypress Lakes development in Oakley.[86] The maximum special tax initially was established at a rate of $200 per parcel (developed and undeveloped), adjusted annually by the Consumer Price Index (CPI). For FY 2015-16, the amount is $258.14 per parcel and is projected to generate $162,370.[87]

Special Taxes and Benefit Assessments – The District placed a special tax measure ("Measure S") on the June 5, 2012 ballot to impose a $197 annual parcel tax on properties in the District. The tax would have increased by 3% per year, to

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[84] Memo from Mary Piepho to the Contra Costa County Board of Supervisors, November 17, 2015.

[85] Guidelines for Fire First Medical Response Population Based Allocation County Service Area EM1 (Measure H) Funds, July 5, 2013.

[86] A Resolution of the Governing Board of the East Contra Costa Fire Protection District of Formation of East Contra Costa Fire Protection District Community Facilities District No. 2004-1 (Fire Services), and Authorizing the Levy of a Special Tax Within the CFD, Resolution No. 2004/123.

[87] ECCFPD CFD No. 2004-1 (Fire Services) FY 2015-16 Special Tax Levy, Goodwin Consulting Group, December 31, 2015.

a maximum of $257 in 2022. Measure S required a two-thirds voter approval. It failed with a 43.6% vote in favor of the tax. The measure would have raised $8.6 million in the base year.[88] As a result of the failure of the tax measure, the District laid off 15 of its 43 full-time firefighters and closed three stations; Bethel Island, Knightsen and downtown Brentwood lost stations.

A May 2015 Benefit Assessment District election would have imposed a $95 per household charge and raised $4.2 million annually. The measure required a majority vote but only received 47%.[89] Consequently, the District closed two stations, one in Brentwood and the other in Knightsen—leaving the District with three stations to serve a 249 square-mile area with 115,000 residents.

Fees and Charges – The ECCFPD receives a small portion of its revenues from various fees and charges. The District recently adopted First Responder Fees, described below.

First Responder Fee – The ECCFPD held a public hearing and adopted a First Responder Fee at its February 1, 2016 Board meeting. The fee will enable the District to recover the cost of providing emergency medical response services in case of injury or illness. Revenue from the fee will be used to help fund EMT differential pay, which is a 5% pay increase to firefighters that obtain EMT certification.[90] The initial fee is set at $337.61 per call (resident and non-resident).

ECCFPD Operating Expenditures

Continued growth in labor costs and related health care and pension benefit costs exceeded ECCFPD's ability to generate required revenues, resulting in station closures. Expenditure categories are described in the following sections.

Personnel Services

The FY 2015-16 ECCFPD budget allocated funding for 34 operational and two administrative staff equaling $2.9 million, or about one-third of total salary and benefits costs.

At its December 28, 2015 meeting, the ECCFPD Board approved a labor contract with the International Association of Firefighters, Local 1230. The contract provided a 5% increase in salary rates, adjustments to steps and certain

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[88] "East Contra Costa County parcel tax for Fire Services, Measure S (June 2012)," Ballotpedia, https://ballotpedia.org/East_Contra_Costa_County_parcel_tax_for_Fire_Services,_Measure_S_(June_2012).

[89] "East Contra Costa Fire Releases Breakdown of Benefit Assessment Vote," *East County Today*, July 6, 2015, http://eastcountytoday.net/east-contra-costa-fire-releases-breakdown-of-benefit-assessment-vote/.

[90] ECCFPD Staff Report for Meeting January 4, 2016.

classifications, and added a 5% pay differential to all employees who possess and maintain the criteria for enhanced Emergency Medical Technicians (EMTs). The salary adjustments were reflected in the proposed FY 2015-16 budget; the funding for the new enhanced EMT differential would come from the proposed First Responder Fee, which was adopted at the January 21, 2016 Board meeting. **Table 12**, below, shows ECCFPD monthly salaries.

Table 12
ECCFPD Monthly Salaries (effective Jan. 1, 2016)

	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	4,400	4,619	4,850	5,093	5,220
Fire Engineer	4,841	5,083	5,337	5,603	5,744
Fire Captain	5,325	5,591	5,870	6,164	6,328

Source: ECCFPD Board of Directors Agenda Item No. D-1, Dec 28, 2015

ECCFPD Step 5 firefighter salaries are approximately 30% less than top step firefighters at ConFire. This comparison does not account for other components of total pay that may include medic certification, longevity, and overtime.

ECCFPD Retirement Expenses

Retirement benefits are provided through CCCERA. Employees hired before January 1, 2013 receive benefits based on a formula commonly referred to as 3.0% at 50, based on the single highest year of salary, and a 3% COLA. New employees hired on or after January 1, 2013 receive 2.7% at 57.[91]

Over half of the benefits cost, or $3.6 million, represents retirement expenses paid to CCCERA. These rates are significantly higher than other fire protection agencies, largely due to ECCFPD's retirement obligations burdened on significantly reduced staff levels. The FY 2015-16 budget is based on 19 fewer firefighters than shown in the 2009 MSR, but the District continues to pay for retirement expenses for past firefighters that staffed eight stations instead of the current three.

Retirement expenses represent about 124% of salaries, overall, although specific rates applied to individual firefighter salaries vary. For example, ECCFPD pays an amount equal to nearly 100% of salaries to fund CCCERA obligations for past firefighters. Additional payments for retirement benefits of current firefighters

[91] CCCERA Actuarial Valuation and Review as of December 31, 2014.

range from 16.2% to 28.6% of salary, for new ("PEPRA") and other "Legacy" firefighters, respectively.[92]

ECCFPD Health Insurance Benefits and OPEB

The District's FY 2015-16 budget allocates $915,000 for employee group health insurance, and approximately $260,000 for retiree health insurance. The budget pre-paid its OPEB obligations by about $380,000 in FY 2015-16. The payments total $1,555,000, which is about 55% of total permanent salaries of $2.85 million.[93]

No current OPEB financial report is available showing unfunded liabilities; however, the ECCFPD is in the process of finalizing its audits for the last five years, which will be presented to its Finance Committee. The OPEB actuarial will be conducted over the next several months. The last OPEB actuarial is a part of Contra Costa County's 2012 study.[94]

For FY 2011-12, ECCFPD's Accrued Actuarial Liability was $130 million; the value of net assets was not delineated in the County's 2012 OPEB valuation. The "Normal Cost" at that time, given ECCFPD's staffing levels, was $3,066,000 annually, and the Annual Required Contribution was an additional $3.8 million, or a total of $7.4 million.[95]

The FY 2014-15 budget funded 53% of the District's OPEB liabilities. The Board-approved goal is to fund 85% of the District's OPEB liability by FY 2018-19.[96] The Finance Committee on September 18, 2014 recommended that the District fund the OPEB liability at the 85% goal starting in FY 2015-16.

ECCFPD Capital Assets, Capital Funding Sources and Expenditures

The ECCFPD's primary source of capital funding, in addition to allocations of general revenues, consists of development impact fees. A balance of approximately $1.3 million is anticipated at the end of FY 2015-16. Development fee rates include:

- Unincorporated areas - $480 per single family unit;[97]

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[92] Retirement rates are from p. 5 of "ECCFPD Fiscal Year 2015-16 Operating Budget Changes."

[93] ECCFPD 2015-16 Budget 3 Station Model, 34 Operational Personnel, 2 Admin. (p. 3).

[94] Correspondence with ECCFPD Chief Hugh Henderson, February 24, 2016.

[95] "OPEB, Contra Costa County, GASB 43 and 45 Valuation Report as of January 1, 2012 and Annual Required Contribution for the Fiscal Year Ending June 30, 2012," Buck Consultants, March 5, 2012.

[96] ECCFPD Board of Directors Special Meeting, Monday September 22, 2014, Agenda Item No. PH.1.

[97] Chief Henderson, ECCFPD, correspondence with BA (March 22, 2016).

- Brentwood - $819.25 per single family unit;[98] and
- Oakley - $749 per single family unit.[99]

The ECCFPD does not have a current Capital Improvement Program. An SOC Study, currently underway and anticipated to be complete by June 2016, will document service needs and related facilities and equipment throughout the District. Although operating stations are in good or excellent condition as noted previously in the "Infrastructure Needs or Deficiencies" section of this report, re-opening of shuttered stations may trigger a need for facility improvements and equipment.

ECCFPD Reserves and Other Funds

The ECCFPD's projected FY 2015-16 operating budget indicates an ending fund balance of $1.4 million.[100] According to the budget document, ECCFPD's goal is an ending fund balance of 20% of operating expenditures, which would require a fund balance of about $2.4 million.

In addition to the reserves for operations described above, the ECCFPD has established a number of special funds, as shown in **Table 13**, below. These funds enable the ECCFPD to segregate restricted revenues, and to allocate and accrue general and other revenues for particular purposes. For example, the projected developer fee balances, which are limited to capital expenditures, are projected to total $1.3 million.

[98] City of Brentwood Development Impact Fee Program 2015.

[99] City of Oakley Development Impact Fees, Impact Fees Valid October 1, 2015.

[100] ECCFPD 2015-16 Budget, 3 Station Model, 34 Operational Personnel, 2 Admin. (p. 1).

Table 13
ECCFPD Non-General Funds FY 2015-16

Funds	Starting Balance	Revenues or Transfers In	Expenditures or Transfers Out	Ending Balance
Developer Fees				
Bethel Island	38,262	-	-	38,262
East Diablo (1)	1,378,587	-	132,600	1,245,987
Oakley	32,060	-	-	32,060
Total	1,448,909			1,316,309
CFD				
Summer Lakes (2)	681,721	162,370	163,370	680,721
Capital				
Capital Improvement	422,348	117,507	-	539,855
Equipment Replacement	401,485	152,759	-	554,244
Total	823,833	270,266		1,094,099
OPEB				
Total	633,557	385,835	-	1,019,392
TOTAL	3,588,020	818,471	163,370	4,243,121

Source: ECCFPD Fiscal Year 2015-16 Budget, Other Funds
(1)Brentwood, Discovery Bay, Byron
(2) Summer Lakes was originally Cypress Lakes.

ECCFPD Multi-Jurisdictional Task Force

Following the loss of the ECCFPD May 2015 special tax election, a Task Force was formed to make short- and long-term recommendations to the Board to address the current situation.

The Task Force and its members are charged with identifying long-term as well as short-term, temporary mitigation measures that will reduce public safety risks to the extent possible, by:

1. Identifying an "unconstrained" model for levels of service for 250 square miles of fire and medical response;
2. Examining long-term solutions;

3. Considering, discussing, and understanding data related to fire and medical services (i.e. response times, staffing, station location, etc.);
4. Identifying temporary mitigation measures to reduce public safety risks;
5. Developing a funding plan to fund and implement such mitigation measures; and
6. Accomplishing task force recommendations by August 2015.[101]

The Task Force recommended, and the Board approved, a plan for temporary funding to allow the District to reopen a fourth fire station located in Knightsen to improve District service. The temporary funding runs for a 16-month period during which the District will explore another ballot measure for a 2016 vote, and will work on long-term solutions for adequate fire and medical response services in the District. The ECCFPD has initiated an SOC study to develop impartial data on the current and future fire and medical emergency service needs of the District. The ECCFPD Chief indicates the study will be completed by June 2016.

The approximately $2.2 million in interim/one-time funds will be provided through a Memorandum of Understanding (MOU) between the District, the Cities of Brentwood and Oakley, and Contra Costa County. The BOS approved the expenditure of funds towards the interim plan with five conditions, requiring the District to:

1. Pursue achieving status as an “independent district”;
2. Pursue achieving an independently elected Board;
3. Seek a name change;
4. Create a citizens oversight committee to oversee the expenditure of the one-time funds, and
5. Reopen the Knightsen station.

The ECCFPD Board approved the interim plan at its meeting on November 2, 2015. The Cities of Oakley and Brentwood have also approved the Plan.

ECCFPD currently has plans to re-open its Knightsen station for the period July 2016 through June 2017, a result of the funding plan developed in conjunction with Contra Costa County and the Cities of Brentwood and Oakley.

[101] Fire and Medical Services Task Force Report to Elected Officials, October 21, 2015.

Re Return to Agenda

ECCFPD Growth and Population Projections

As shown in **Table 14**, below, the ECCFPD population is estimated to grow at about a 0.8% annual rate over the next 10 years. The City of Brentwood projects slightly higher rates than ABAG; the City's budget assumes about a 1.5% annual rate, which would marginally increase the numbers shown.

Major new growth in the District includes the Summer Lake development in Oakley. As development is completed in the 625-home Summer Lake South, the developer (Shea Homes) has approvals to proceed with Summer Lake North, which includes 824 homes in a 409-acre area on the east end of East Cypress Road.[102]

Table 14
Projected Population Growth, ECCFPD 2015-2025

	2015	2020	2025
Brentwood	56,493	57,603	58,851
Oakley	38,789	39,746	40,776
Unincorporated (1)	23,843	24,311	24,838
TOTAL	119,125	121,660	124,466
Annual Avg. % Change		0.4%	0.5%

Source: Contra Costa County GIS from ABAG Projections 2013, DOF 2015, Census ACS.
(1) ABAG growth rate forecasts are applied to County GIS estimates of current population.
(2) Unincorporated equals ECCFPD population less city populations.
Growth assumed at ABAG growth rates for unincorporated areas Countywide.

[102] Summer Lake North development activity may be affected by pending legal action by the City of Oakley and ECCFPD to assure timely construction of a new fire station required by the development.

ECCFPD Service Demand

As shown in **Table 15**, below, over 80% of the ECCFPD Code 3 calls for service (life-threat responses requiring lights and sirens to expedite response) are for EMS. Total calls, including Code 2 calls (semi-life-threatening), increased from 6,550 in 2014 to 6,918 in 2015.

Table 15
Summary of ECCFPD Fire & EMS Calls and Response Times, by Subarea

Service Area	Subarea	Population	%	Code 3 Calls (2015)	%	Calls/ 1,000 pop.
Brentwood						
West	52			1,627		
East	54			1,148		
Total, Brentwood		56,493	47%	2,775	47%	49
Discovery Bay	58, 59	14,315	12%	541	9%	38
Byron	57	1,305	1%	187	3%	143
Oakley	93	38,789	33%	1,678	29%	43
Knightsen	94	1,644	1%	185	3%	113
Bethel Island	95	2,158	2%	339	6%	157
Marsh Crk / Morgan Ter.(1)	UN	4,421	4%	165	3%	37
Total		**119,125**	100%	**5,870**	100%	**49**

Source: Contra Costa County GIS (population) 2/24/16;
ECCFPD, Contra Costa County Fire Reg'l Com. Center (calls, response times).

(1) Marsh Creek/Morgan Ter. Pop. estimate from County GIS "Other" total.

ECCFPD Infrastructure Needs or Deficiencies

The three stations currently staffed by ECCFPD are all rated in "excellent" condition. The stations were built in 2002, 2003 and 2012. Other stations, which are currently closed but may be re-opened pending funding, were built in the '60s and '70s, and are rated in "fair" to "poor" condition.[103]

A new Fire Station #94, primarily serving the eastern area of the City of Oakley, was to be constructed in fiscal year 2015-16 and funded by developers; however, delays have prompted the City of Oakley and ECCFPD to pursue legal action to help

[103] Meeting with Chief Henderson, December 3, 2015.

assure timely construction. This station will replace the existing station, currently closed, located at 215 A Street in Knightsen.[104]

A Standards of Cover (SOC) Study, currently underway and anticipated to be complete by June 2016, will document service needs and related facilities and equipment for the entire ECCFPD.

ECCFPD Service Adequacy

Response Times

The ECCFPD currently does not have an adopted response time standard. As shown in **Table 16**, below, 90% of responses were within 12 minutes in 2015, which significantly exceeds national standards of 5 to 6 minutes. Knightsen and Bethel Island qualify as "rural" areas and therefore are subject to the longer response time standard of NFPA 1720, that recommends a response within 14 minutes to 80 percent of calls.

Table 16
ECCFPD Response Times, 2015

Service Area	Subarea	Population	%	Response 90th %
Brentwood				
West	52			9:18
East	54			9:54
Total, Brentwood		56,493	47%	
Discovery Bay	58, 59	14,315	12%	10:32-11:48
Byron	57	1,305	1%	17:10
Oakley	93	38,789	33%	9:30
Knightsen	94	1,644	1%	13:37
Bethel Island	95	2,158	2%	18:18
Marsh Crk / Morgan Ter. (1)	UN	4,421	4%	14:47-16:02
Total		**119,125**	100%	**11:58**

Source: Contra Costa County GIS (population) 2/24/16;
ECCFPD, Contra Costa County Fire Reg'l Com. Center (calls, response times).

(1) Marsh Creek/Morgan Ter. Pop. estimate from County GIS "Other" total.

[104] Correspondence with Chief Henderson, April 15, 2016.

With its current three stations, ECCFPD relies on automatic aid from other agencies. In 2014, ECCFPD provided automatic aid to 227 incidents (almost entirely to ConFire) and received aid 588 times.

ConFire is the primary automatic aid responder, providing over 70% of aid responses to ECCFPD. In 2015, the automatic aid agreement between the two agencies was revised to limit aid for EMS incidents. For example, a ConFire engine company and ambulance will only be dispatched to an urgent medical call requiring rescue if no ECCFPD resources are available.[105]

ISO Ratings

Communities within the ECCFPD and five miles from a fire station and within 1,000 feet from a fire hydrant qualify for an ISO rating of 4; all other areas are a 10.

ECCFPD MSR DETERMINATIONS

1. Growth and population projections for the area.

Growth in the ECCFPD is expected to increase as the region recovers from the recession. Projections indicate growth of 0.8 to 1.5% annually, or about 240 new residents annually. This growth will increase calls for service and potentially reduce resources required for responses to other areas when multiple calls occur. ECCFPD's response times currently fall below national standards, and are likely to worsen as service calls increase.

2. The location and characteristics of any disadvantaged communities within or contiguous to the SOI.

Several disadvantaged communities fall entirely within the current SOI of the ECCFPD. Areas include Bethel Island, and an area to the east of Brentwood that includes the community of Knightsen.[106] Those two areas experience among the worst response times in the ECCFPD of 13:37 and 18:18, respectively (90% of responses fall within those times), which fall significantly below overall District times, and well-below national standards for "Best Practices." As described in the "Service Adequacy" section of **Chapter 4**, national standards recommend response times of 5 minutes and 20 seconds 90% of the time.

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[105] Automatic Aid Agreement between the ConFire and the ECCFPD, revised August 24, 2015.

[106] "Disadvantaged Communities (DAC) Determination, American Community Survey 5-year Estimates (2009 - 2013)," County of Contra Costa.

3. Capacity of public facilities, adequacy of public services and infrastructure needs or deficiencies.

The three stations currently staffed by ECCFPD are all rated in "excellent" condition. The three stations were built in 2002, 2003 and 2012. Other ECCFPD stations, which are currently closed and may be re-opened pending funding, were built in the '60s and '70s and are rated in "fair" to "poor" condition.[107]

Three stations are inadequate to cover the ECCFPD's 249 square-mile service area. Response times fall below national standards. Limited firefighting resources also increase the probability that adequate response, e.g., to a structure fire which requires a minimum of 15 firefighters, will not arrive in time to contain a fire and minimize damage to property and risk of injury to residents. The District experiences multiple occasions each month when its firefighters are occupied and unable to respond to another call. While automatic aid from ConFire is available, it extends response times and potentially adversely affects ConFire's ability to respond to incidents within its own service area.

4. Financial ability of agencies to provide services.

ECCFPD closed five stations since 2009 due to inadequate financial resources, significantly increasing response times from its remaining three stations to its 249 square-mile service area. A Task Force comprised of jurisdictions served by ECCFPD is developing plans for interim financing to re-open one of the closed stations, and preparing financial and operational strategies for longer-term financial sustainability and to increase the number of staffed stations.

Improved financial conditions will help to address infrastructure needs and service deficiencies. Other issues noted in these determinations, including lack of adequate financial documentation and elected representation, could also be better addressed as improved financial resources allow.

5. Status of, and opportunities for, shared facilities/services.

Currently, the City of Brentwood provides administrative support services to ECCFPD. ConFire provides fire prevention, fire investigation, and communications services.[108] Contingent on obtaining additional revenues, expansion of administrative support services could provide a cost-effective means of addressing needed staff services related to preparation, oversight and public distribution of financial documents.

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[107] Meeting with Chief Henderson, December 3, 2015.

[108] Correspondence with Lewis Broschard III, Deputy Fire Chief, ConFire, April 18, 2016.

6. Accountability for community service needs, including governmental structure and operational efficiencies.

The ECCFPD follows generally accepted practices and legal requirements for meeting noticing procedures. Website postings of minutes of Board meetings appear to be delayed by at least two months following a given meeting. The website includes a list of ECCFPD's Board of Directors, but no contact information. Operating budgets are posted to the website; however, explanation and descriptive information, which should be included with the budget, are found as a part of Board packets related to consideration of the budget.

No independent financial reports are posted on the website, nor were any recent reports available from the District, which is in the process of having reports prepared for the past five years. The most recent documentation of OPEB assets and liabilities is included in the valuation prepared for Contra Costa County in 2012. Pension assets and liabilities are included in Contra Costa County's most recent valuation, but were not posted to the ECCFPD website.

Upon formation of the ECCFPD, LAFCO did not address issues regarding creation of an independent district, but chose to defer that process to the newly created agency. At that time, LAFCO staff concluded that an independent district would not be feasible without a special tax, and that the law required creation of an independent district via a two-step voting process that was outside of LAFCO's conditioning power. While the District's Board of Directors is generally proportionate to the relative population distribution between the two cities and unincorporated areas, the current structure is not an independent district with its own elected board of directors representative of, and accountable to, its residents.

ECCFPD Governance Options

The 2009 MSR considered a number of governance options; however, no action has occurred since 2009 related to changes in governance. Following is a review and update of potential options.

a. Detachment from ECCFPD of either the City of Brentwood or the City of Oakley, or both – If both cities detach, the remaining unincorporated area would essentially be a remnant district and would be financially unsustainable in its current form.

A detailed analysis of the impact of detachments has not been prepared; however, because Brentwood accounts for over 50 percent of the property taxes of the ECCFPD, the loss of revenues from detachment of Brentwood would not be offset by cost savings from detaching one fire station, or one-third of the total stations. In addition, it is unlikely there would be a reduction in overhead, thus the average cost per remaining ECCFPD station would increase. Because Oakley represents

about 20% of assessed value, its detachment would present less of an impact on the remaining ECCFPD; however, the latter scenario is unlikely since Oakley's gain in tax revenue would be insufficient to fund its station, and likely additional mitigation payments to ECCFPD would worsen Oakley's funding problem.

It is likely that LAFCO would allocate existing liabilities between the detaching entity and the remaining District; thus the detaching entities would not only assume the burden of annual operations, but would also be responsible for a share of current and long-term ECCFPD liabilities. LAFCO would determine this allocation, as well as any required mitigation payments, at the time of detachment.

If either Brentwood or Oakley detach from the ECCFPD, the remaining City and unincorporated area could potentially remain a dependent district, and would receive significantly less revenue with which to operate.

If the City of Oakley and/or the City of Brentwood detach and provide their own fire service, either directly or through a contract with another agency, there would be a transfer of property tax from ECCFPD to the new service provider (i.e., City). It is likely that additional funding above and beyond the property tax allocation would be needed to support an adequate fire/emergency medical service.

If the City of Brentwood (population 57,000) were to establish its own fire service and was allocated its proportionate share (about half) of the District's annual revenue (roughly $11 million), the City would receive approximately $5.2 million per year for fire service. By comparison, the City of Dublin (population 54,000) currently contracts with the Alameda County Fire Department for service, and the annual cost for service is approximately $11 million. If Brentwood funded its service at the $11 million level, an additional $6 million per year would be required to bring Brentwood to a comparable service level. Assuming the City of Brentwood has about 19,000 households, the $6 million would require a contribution of $315 per unit per year if the residential units were to fully support the costs.[109]

As a note, the City of Brentwood officials have estimated the cost for the City to bring the fire activities in-house would be $12 million.[110] Also, there could be substantial costs associated with additional equipment and facilities that would be associated with an independent City-based service. Similar cost requirements for start-up and operating costs would apply to the City of Oakley. Effectively, both the City of Oakley and the City of Brentwood would have to raise substantial additional revenue directly from their businesses and residents if fire services were provided in-house.

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[109] Assuming commercial properties would also be assessed, this amount would be lower.

[110] *East County Today*, September 12, 2015.

If one or both cities detached from the ECCFPD, the remaining District areas would lose most of their funding, effectively leaving the District without adequate resources to provide service to the remaining unincorporated areas. It is virtually certain that the District could not contract with either ConFire or CAL FIRE, or create an independent district with the current taxing capacity to provide even minimum levels of service to the remaining service area.

b. Consolidation of ECCFPD with ConFire – This change of governance would require the cooperation of the ConFire governing board, which is the Contra Costa County BOS; however, consolidation would effectively degrade service levels to ConFire, which would likely be unacceptable to the BOS. The County does not currently subsidize ConFire activities and has no plans to do so[111]. If ECCFPD requested consolidation, the expectation would be that ECCFPD would have adequate revenues to provide comparable salaries, benefits and service levels to those applied broadly across the ConFire service area. It may be possible, if the substantial funding issues were addressed, to create a service zone in the greater Eastern County region that would incorporate the additional resources available in the ConFire service areas in Antioch and Pittsburg.

Funding the consolidation with ConFire would require a substantial increase in the revenue generated by the ECCFPD, to meet ConFire's and County Supervisors' concerns, and a level of certainty that the increased level of funding is sustainable.

c. ECCFPD contract for service with CAL FIRE – Financial savings are unlikely to result from this option given that CAL FIRE firefighter costs are generally higher than ECCFPD's costs. ECCFPD would still need to resolve costs associated with its unfunded pension and OPEB liabilities. Some efficiencies in administration are likely considering CAL FIRE's more extensive administrative operations.

d. Establish ECCFPD as an independent district – This option is consistent with original ECCFPD formation goals, and recognizes the current de facto organization that functions independently of the County.[112] However, this option alone does not alter the District's ability to increase revenues. This option, in conjunction with other revenue-related actions, is discussed below under "ECCFPD MSR Recommendations."

7. Any other matter related to effective or efficient service delivery.

No additional matters have been identified at this time.

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[111] ConFire does receive approximately $1.5 million of annual funding for EMS from Countywide Measure H funds.

[112] LAFCO law defines an independent district as having a board elected by voters within its boundaries.

ECCFPD MSR RECOMMENDATIONS

The recommended strategy for the ECCFPD to address its financial and service deficiencies is for the ECCFPD to become an independent district with a directly elected board and a revenue stream adequate to support an acceptable level of fire and emergency medical services.

There are a number of opportunities the ECCFPD and its government partners — the cities of Oakley and Brentwood, and the County — should thoroughly explore and implement as part of a "*Go Forward Plan.*" Such a plan would allow the District to be self-funded, independent and able to manage its resources effectively.

This option, rather than consolidation or dissolution, is the best and most practical for several reasons:

- It allows the District to retain its lower salary costs;
- It does not materially affect other districts' activities or dilute their service levels, e.g., ConFire;
- It fulfills ECCFPD's original goals of becoming an independent district; and
- It establishes a locally elected governance structure accountable to residents within its boundaries.

The District's current Fire Task Force is working toward these objectives. The following items/actions should be explored and implemented to the degree possible as part of the Task Force's activities.

1. Educate the community on the need for professional fire and emergency medical services.

It is critical for the community to have unbiased, objective and thorough explanations of the current service levels, the critical need for professional firefighters, and the SOC required to adequately serve the growing population.

Informed community participation is essential to the creation of a service plan, and to the review and development of the funding sources, improving the likelihood of support for a tax measure.

2. Establish an independent ECCFPD governing board.

While an independent board does not guarantee increased revenues, the community will have a greater opportunity and ability to engage in District governance and support needed financial measures if the Board is elected locally and accountable to the community.

3. Develop a long-range service and cost plan that ensures adequate service levels.

The ECCFPD has engaged a consulting firm to conduct an SOC Study that will establish the basis for projecting service costs associated with the District's service area over the long term. The costs for capital and operational needs identified in the SOC Study can provide a basis for constructing a financially viable long-range service plan for the ECCFPD, as well as provide support to the District in its efforts to justify and efficiently utilize increased revenues. As indicated previously, the District anticipates the study will be complete by this June.

4. Develop a funding plan for services that integrates the three governmental agencies' powers to generate development-related revenues and, to the extent possible, justifies the use of additional tax revenues.

The funding plan, involving the County and the Cities of Brentwood and Oakley, will be based on the outcome of the SOC Study. Community education and involvement, described above, are essential to ensure community support for needed revenues, including tax measures. The ECCFPD does not have the ability to impose development impact fees, but can create a special tax with two-thirds voter approval. In any case, active engagement and support of the County and the Cities is essential to implementation of any new tax.

Revenue sources considered should include:

Development impact fees – All three agencies currently collect development impact fees for ECCFPD capital facilities on a coordinated basis. These fees are paid one time by new development, and can only be used to fund capital expenditures. These impact fees should be updated based on the District's SOC Study currently underway. There is no voter requirement for the imposition or increase of impact fees, however, a nexus study is required to justify the fees.

Special Taxes (Gov. Code §§ 53970-53979) - The City of Oakley collects special taxes to fund annual law enforcement operations pursuant to Government Code Section 53970. The law permits creation of special zones of service to tax the property owners for either law enforcement or fire and emergency medical services. The fee is based on the impact of the development on the existing services, and the enabling legislation permits special taxes for fire as well as police services. Oakley, Brentwood and the County could establish a uniform, coordinated fee to fund the operational impacts of development on the ECCFPD on an ongoing basis.. The special tax requires two-thirds approval by the electorate.

Community Facility Districts (CFDs) – Contra Costa County required that the Cypress Lakes development, which was subsequently annexed to the City of Oakley, pay annual special taxes for fire services. The City of Brentwood has

historically collected CFD revenues for public safety (police and fire) service impacts, including increased fire staffing, but in recent years the CFD proceeds have been used exclusively to fund law enforcement. CFD special taxes, or an equivalent annual payment (e.g., Gov. Code §§ 53970-53979) should be applied consistently by the County and cities to any and all new development within the District. The special tax requires voter or landowner approval, and is typically created during initial land development by a master developer.

ECCFPD SOI UPDATE

The existing SOI for ECCFPD is non-coterminous with its bounds.

The 2009 MSR indicated that the ECCFPD requested an expansion of its SOI to include areas being served beyond its SOI, including to the Delta islands of Jersey, Bradford and Webb. The only change adopted by LAFCO following the 2009 MSR was to remove the Roddy Ranch area from the ECCFPD SOI and add it to ConFire's SOI (see **Appendix C**).[113] However, the ECCFPD's service boundary has not been changed to exclude that Roddy Ranch area, and the ECCFPD SOI remains non-coterminous with its service area boundaries.

Although in 2009, LAFCO expanded ConFire's SOI to include the Roddy Ranch area, and removed the area from ECCFPD's SOI, to date no related annexation has been proposed; thus, the area is still in ECCFPD's service boundary. LAFCO should encourage the two districts to work together to pursue this boundary issue.

A second area of overlap exists outside the boundary of the City of Clayton. This area was considered for removal from the ECCFPD service area during the 2009 MSR, but no change was made at that time.

ECCFPD Proposal

The ECCFPD currently does not anticipate changes to its SOI in the next five years.[114]

SOI Determinations

1. The present and planned land uses in the area, including agricultural and open-space lands.

The District's existing SOI encompasses residential, commercial, mixed-use, agricultural, recreational, open space, and watershed uses. The predominant uses

[113] LAFCO removed the Roddy Ranch area from ECCFPD's SOI; however, no corresponding detachment of the Roddy Ranch area has been submitted to LAFCO; thus this area is still in ECCFPD's service boundary.

[114] ECCFPD Response to LAFCO's Request for Information.

are agricultural and open space, which are located throughout the District. Residential areas are concentrated in the Cities of Oakley and Brentwood, and in the communities of Discovery Bay and Bethel Island. Continued growth, primarily within the cities, is anticipated. ABAG projects more than 5,000 new residents will move into the ECCFPD's service area over the next 10 years.

2. The present and probable need for public facilities and services in the area.

New development in the ECCFPD service area will exacerbate an existing shortfall of needed fire stations and staffing. In recent years, ECCFPD reduced its number of stations from eight to the present three stations, which are inadequate to serve ECCFPD's 249 square-mile service area.

3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.

Limited firefighting resources also increase the probability that adequate response, e.g., to a structure fire, which requires a minimum of 14 firefighters, will not arrive in time to contain a fire and minimize damage to property and risk of injury to residents. The District experiences multiple occasions each month when its firefighters are occupied and unable to respond to another call. While automatic aid from ConFire is available, it extends response times and potentially adversely affects ConFire's ability to respond to incidents within its own service area.

4. The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.

There has been no change to the communities of interest identified in the 2009 MSR. Those communities within the District's SOI include the incorporated cities of Oakley and Brentwood, and unincorporated areas including Bethel Island, Byron, Discovery Bay, Knightsen, the southern portion of the City of Antioch, and a portion of the City of Clayton SOI. Adjacent communities of interest include Jersey Island, Bradford Island and Webb Tract.

5. The present and probable need for the public facilities and services of any disadvantaged communities within the existing SOI.

Several disadvantaged communities fall entirely within the current SOI of the ECCFPD. Areas include Bethel Island, and an area to the east of Brentwood that includes the community of Knightsen.[115] Those two areas experience among the worst response times in the ECCFPD of 13:37 and 18:18, respectively (90% of responses fall within those times), which fall significantly below overall District

[115] "Disadvantaged Communities (DAC) Determination, American Community Survey 5-year Estimates (2009 - 2013)," County of Contra Costa.

times, and well-below national standards for "Best Practices." As described in the "Service Adequacy" section of **Chapter 4**, national standards recommend response times of 5 minutes and 20 seconds 90% of the time.

6. The nature, location, and extent of any functions or classes of services provided (special districts only).

There has been no change to the services provided as described in the 2009 MSR, except the reduction in staffed stations as noted in Findings 2 and 3, above. ECCFPD provides fire and emergency medical services, including BLS. Ambulance transport and ALS is provided by AMR, a privately owned ambulance company. ECCFPD contracts with ConFire for dispatch, radio, information and fire prevention services.

ECCFPD SOI Options and Recommendations.

As described above in "ECCFPD MSR Recommendations," this MSR recommends that the ECCFPD address its financial and service deficiencies by becoming an independent district with a directly elected board and a revenue stream adequate to support an acceptable level of fire and emergency medical services. Reductions in its current boundary, as discussed in the "Governance Options" section, above, would adversely affect the District's financial position and ability to achieve independent status.

Current facility and service deficiencies indicate an inability of the District to provide adequate services, as stated in the determinations; affirmation of the current SOI would be inconsistent with these determinations.

However, the District currently is actively engaged with the County and the cities within the ECCFPD to reopen a fourth station, conduct an SOC Study, and seek new revenues to improve service. Therefore, it is recommended that the current ECCFPD SOI be designated as "provisional," requiring that ECCFPD report back to LAFCO on at least an annual basis to inform LAFCO as to ECCFPD's progress in implementing the recommendations of this MSR, and in meeting the objectives of independent governance, adequacy of services, and long-term financial sustainability.

Alternatively, LAFCO could consider a "zero SOI" designation, signaling that the District's services will ultimately be provided by another agency. However, there are no current prospects for service by another agency given ECCFPD's service deficiencies, financial obligations, and lack of funding; this designation would be contrary to the recommendations of this MSR that the ECCFPD pursue independent status and long-term financial sustainability.

SOI/Service Boundary

LAFCO should encourage ECCFPD and ConFire to work together to pursue the Roddy Ranch boundary correction described above, and correction to the overlap on the periphery of the City of Clayton.

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7. RODEO-HERCULES FIRE PROTECTION DISTRICT

The RHFPD provides fire protection and emergency medical services to the City of Hercules and the unincorporated community of Rodeo.

The 2009 LAFCO MSR stated that the RHFPD had the financial ability to provide adequate services and referred to its successful grant applications and well managed finances as major strengths. Due to external forces, including the impacts of the December 2007 downturn and other factors, the District closed one of its two stations in 2012. A number of additional setbacks, compounded by the District's very low share of property tax revenue, resulted in an extremely challenging financial future for the District.

Despite these challenges, the District has undertaken a number of initiatives to maintain services in the face of constrained revenues. The District obtained a Federal SAFER fire grant and initiated a voter approved benefit assessment district in 2014 to fund operational expenses. Counteracting these efforts, the District has experienced increased retirement costs, faces the future expiration of the Federal grant, and the extinguishment of its recently approved benefit assessment district, culminating in losses of over $2 million of annual revenue. It appears likely that the District will return to a one-station service configuration during 2017, if not before. Even with the reduction in services, the District will need additional revenues to address its OPEB and unfunded pension obligations.

The one station configuration, if implemented, will significantly reduce the District's capacity to respond to emergencies—both fire and medical. It will reduce the available in-District services, and force the District to rely on outside resources to perform even basic firefighting services. Response times for emergency medical services will increase significantly, adding precious minutes to response times; first response by ambulance could help in those areas where fire resources are limited.

In February 2014, the RHFPD received a Federal grant of almost $2.5 million spread over two years to allow the District to reopen its closed station, reestablish Engine 75 and rehire up to nine firefighters.

After working with the community for a number of years, on June 11, 2014, the District adopted a resolution for the purpose of levying a fire services assessment of up to $82 per single-family parcel. The assessment, if successful, would have provided the District with approximately $950,000 per year in additional revenue. The proposed assessment was approved by a majority of the voters, but not by the two-thirds vote required for a special tax. As the result of a legal challenge, it was agreed that this assessment would terminate and would no longer be levied after

FY 2016-17. The District used the grant and assessment district funds to implement the station reopening and add firefighter positions.

In October 2015, the District and the plaintiff reached a settlement that required the District to cease collection of the 2014 fee by July 2017. The District will be allowed to utilize the funds collected until the cessation in 2017. The District has indicated that it will be forced to reduce its workforce and close the reopened station as the Federal SAFER grant and Assessment District funding resources are depleted. The loss of the Assessment District revenue represents a $950,000 annual loss to the District.

The District's operating costs have increased due to the CCCERA's reorganization of its actuarial practices that removed the District from its larger employee pool, and reduced amortization periods. The net effect of this action is discussed in detail below.

Challenges Faced by the RHFPD

Even though the RHFPD has made strides towards managing its expenditures, including long-term reductions in pension obligations as a result of reduced benefits to new hires, the District continues to face significant financial challenges.

1. Low property tax generation.

The District relies on property taxes for the majority of its revenue now that its grant revenues have been expended and its recent benefit assessment terminated. The District's low share of property taxes is compounded by at least two issues noted below.

The RHFPD service area includes the City of Hercules that has extensively utilized redevelopment for reuse of a large portion of its developable properties. The creation of these Redevelopment Areas has reduced the property tax revenues that would otherwise have accrued to the District. The termination of redevelopment programs has not improved the District's revenue stream from the affected properties due to the high bonded debt and other financial obligations undertaken by the Redevelopment Agency that continue to divert property tax revenue. In Fiscal Year 2015-16, RHFPD shifted 29 percent to redevelopment. This condition will persist for the life of the bonded indebtedness that could extend several decades.

A second property tax constraint involves the ConocoPhillips oil refinery property annexed to the District in 1996. The District receives a share of the property taxes generated from the facility, but the County retained the base revenue at the time of the annexation and has only agreed to share a portion of the revenue generated above the 1996 levels. The refinery has also successfully sought to reduce its property tax assessed value, which reduces the District's revenues generated from

the site. At this time, the RHFPD receives some minor operational assistance from the refinery, but the costs of RHFPD service exceed the revenues it receives from the refinery.[116] There is little likelihood that the County will re-negotiate a tax sharing arrangement more favorable to the District.

2. Increased annual expenditures due to the CCCERA's changes in actuarial practices and cost allocations.

Until 2009,[117] the County "pooled" participants in the agency that spread the liabilities of smaller entities to all members of a larger pool. In 2009, CCCERA de-pooled the agencies and districts and established rates for each entity that would fully fund their retirement costs within a reduced period of time. The "de-pooling" reduced amortization periods, and interest earning assumptions effectively increased RHFPD's annual expenditures for retirement obligations.[118]

The District's workforce has fluctuated over the past 10 years, which has had an impact on the District's retirement and post-retirement costs. The full costs of current retirees must still be funded, but by a significantly reduced budget. This has driven the per-employee contribution by the agency to about 90% of salary, which is significantly higher that ConFire's contribution of 74% of salary.[119] This high contribution rate reduces revenues available for non-retirement expenditures.

3. The RHFPD faces increased costs as a result of less than full contributions to the retirement and OPEB accounts.

The RHFPD has not been making the required contributions needed to fully fund its required annual contributions to its CCCERA obligations.[120] While the District's payments have been sufficient to avoid significant growth in its liabilities, its liabilities limit opportunities for changes in governance.

For example, if the District were to consolidate with a neighboring district such as ConFire or a PERS retirement agency such as Pinole, there would be a substantial cost of refinancing RHFPD's unfunded liabilities with CCCERA. To address this issue, a pension obligation bond (POB) would need to be sold to satisfy these obligations, which would add to annual RHFPD (or consolidated agency) expenditures. At this point in time, it is not possible to speculate whether a POB would reduce the District's retirement costs adequately to offset the costs of the

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[116] MRG/BA interview with Chief Hanley, December 9, 2015.

[117] Starting with the December 31, 2009 Actuarial Valuation, the CCCERA Board took action to de-pool CCCERA's assets, liabilities and normal cost by employer when determining employer contribution rates (CCCERA Actuarial valuation and Review as of December 31, 2014, p. 16).

[118] MRG/BA interview with Wrally Dutkiewicz, Compliance Officer, CCCERA, February 26, 2016.

[119] CCCERA Actuarial Valuation and Review as of December 31, 2014; rates are for FY 16-17, and include normal and unfunded liabilities.

[120] MRG/BA interview with Wrally Dutkiewicz, Compliance Officer, CCCERA, February 26, 2016.

debt service on the debt if a lower-cost retirement system was accessed (in the case of consolidation with a city). It is likely that normal retirement costs would be lower under the PERS system; for example, Pinole's and El Cerrito's normal costs range from 12% to 20% of salaries; however, as noted above, the cost of pre-funding existing CCCERA pension obligations is likely a prohibitive prerequisite to leaving a CCCERA plan or to satisfying outstanding liabilities prior to consolidating with another CCCERA agency.

RHFPD Local Accountability and Governance

Local Representation

Table 17, below, lists the current Board of Directors for the RHFPD. Chairperson Bartke resigned in March 2016, and the District is seeking a replacement.

Table 17
Rodeo Hercules FPD (RHFPD) Board of Directors

Position	Name	Term Expires
Chairperson	Beth Bartke*	2016
Secretary	John S. Mills	2016
Director	Ernie Wheeler	2018
Director	Raemona Williams	2018
Director	Bill Prather	2018

Source: RHFPD website (3/3/16)
* Resigned, March 2016

Service Agreements

RHFPD and other local fire agencies have entered into a number of agreements to augment existing services and help to jointly handle hazards that may be beyond the capability of any single agency.[121] The agreements also help to ensure coordinated responses to wildland/interface incidents and to incidents on agency borders.

The RHFPD provides fire and rescue services to ConFire and CAL FIRE along the Highway 4 Corridor, including unincorporated Martinez, through a series of automatic aid and mutual threat zone agreements.

[121] RHFPD 2012 Strategic Plan.

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The RHFPD is dispatched by the Contra Costa County Regional Fire Communications Center; the RHFPD also provides 24-hour battalion coverage along with ConFire and the City of Pinole.

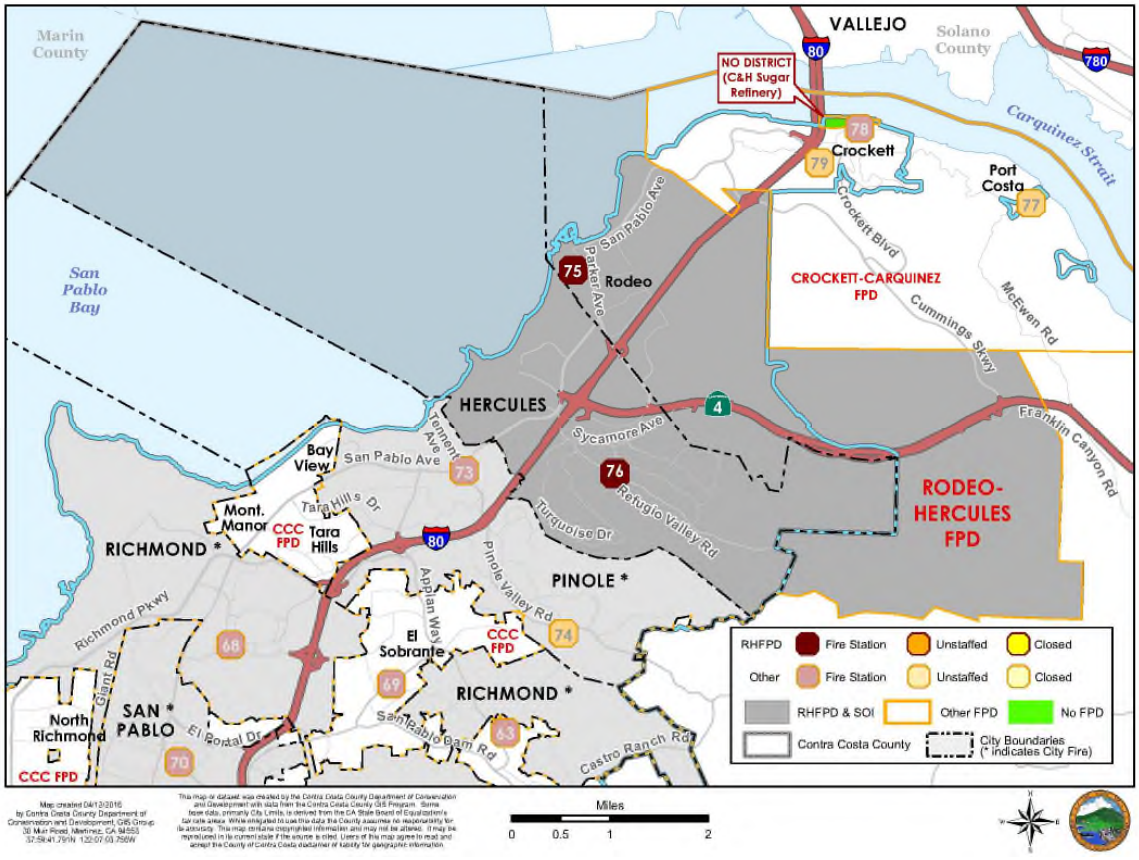
ConFire, Pinole and the RHFPD train together. Station 76 in Hercules serves as the Training Center for Battalion 7.

From February 2011 through June 2013, the RHFPD fire chief served as chief for the City of Pinole, and the District shared certain administrative costs with the City of Pinole.

RHFPD Service Area and Sphere of Influence

Figure 5, below, shows the RHFPD boundary, which is coterminous with its SOI. In 2009, LAFCO deferred the SOI update for RHFPD pending the formation of a West County Ad Hoc Committee to address issues raised in the 2009 MSR; however, no committee was formed. No consolidation study or other efforts occurred subsequent to the 2009 MSR due to lack of interest on the part of the service providers.

Figure 5
RHFPD District Coterminous Boundary and Sphere of Influence



RHFPD Disadvantaged Communities

As described in **Chapter 2**, a disadvantaged community is a community with 12 or more registered voters and an annual median household income that is less than 80% of the statewide annual median income. Median household income in 2014 was $61,489.[122] 80% of that amount equals $49,190.

One community in Rodeo has been identified as a disadvantaged community. The area is within one mile of RHFPD Station 75, and therefore response times for the first-arriving engine company should meet or exceed Best Practice norms. However, if Station 75 closes as a result of revenue shortfalls, the next closest station would be Station 76, over two miles away. Times required for arrival of additional engine companies in the event of a structure fire would increase.

RHFPD Financing

The RHFPD budget, shown in **Table 18**, below, suffered significant reductions compared to FY 2008-09, when the 2009 MSR was prepared. The General Fund budget declined from $6.1 million and $2.9 million in reserves, to $5.3 million and $1.3 million in reserves in FY 2014-15; reduced Phillips refinery assessments contributed to declining revenues.[123]

A SAFER grant helped to bridge budget shortfalls of $1.4 million in FY 2014-15, and reserves were augmented by special benefit assessments, enabling the District to fund a total of 23 employees and continue to operate two stations.

The FY 2015-16 budget benefitted from growth in property tax-related revenues, as real estate values continued their recessionary recovery. The SAFER grant funding was similar to the prior year, however, benefit assessments were lower than the prior year.

As a result of the settlement of a lawsuit brought against the District's voter approved benefit assessment, the District will lose $950,000 annually in FY 2017-18, which begins July 1, 2017. In addition, the SAFER grant will no longer provide funding. These two sources would account for a loss of over $2.6 million annually. A structural deficit is likely to remain even if the District closes one station. The District has been setting aside the proceeds of its 2014-approved benefit assessment; over two years, this assessment reserve totals $1.8 million, as shown below in **Table 20**.

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[122] http://www.census.gov/quickfacts/table/PST045215/06.

[123] RHFPD Fiscal Year 2014-15 Operating Budget Presentation.

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Table 18
Summary of RHFPD Budget

Item	Actual (1) FY14-15	Projected (2) FY15-16
Revenues		
Property Taxes	$2,774,330	$3,010,983
Intergovernmental (3)	261,295	328,545
Charges for Services	118,972	89,500
Benefit Assessments (6)	1,331,556	1,338,993
Grants (SAFER)	1,165,187	1,287,202
Phillips (4)	0	0
Other	233	15,000
Total Revenues	**$5,651,573**	**$6,070,223**
Expenditures		
Personnel Services	$5,767,812	$5,265,829
Supplies and Services	860,169	756,837
Other (5)	8,643	0
Total Expenditures	**$6,636,624**	**$6,022,666**
NET	**-$985,051**	**$47,557**
(less) Transfer to SAFER Reserves	-$50,000	$0
Net after Transfer	**-$1,035,051**	**$47,557**

(1) Fiscal Year 2014-15 Financial Report for Year-end June 30, 2015
Includes expenditure of a portion of SAFER Grant No. 2.

(2) RHFPD 2015/16 GF Budget,6/1/15, SAFER Grant budget.
RHFPD 2015/16 Revenue Projections, July 17, 2015

(3) Includes Home Owners Property Tax Relief (HOPTR)
and RDA pass-through.

(4) Excludes Phillips 66 Capital #3 ($50,000)in FY14-15
and Capital #4 ($65,000) and #5 ($65,000) in FY15-16.

(5) Levy Code Fee.
Capital expenditures not included.

(6) Excludes revenue from 2014 Benefit Assessment, which were
set-aside in reserves.

RHFPD Funding Sources

Relative to other fire service agencies, the RHFPD funds a smaller portion of its budget from property taxes. This is the consequence of the District receiving a very small share of property taxes as a consequence of the Prop. 13 process in 1978, which effectively penalized low-tax districts by memorializing low rates in perpetuity, and the District's offsetting efforts to fund acceptable service levels through the use of non-property tax revenues such as grants and benefit assessments.

Property Tax – Property tax represents about 50% of the FY 2015-16 budget. The District's property tax rate averages about 6% of each property tax dollar paid by property owners, the lowest rate of all fire districts in Contra Costa County; to compensate, the District sought grants and assessments to fill its funding gap. The District's total assessed value has not quite fully recovered to pre-recession levels due to real estate defaults, reduced refinery assessed value, and former redevelopment agency obligations. RHFPD lost 29 percent to redevelopment in Fiscal Year 2015-16. The District anticipates a nearly 10% increase in property tax revenues from FY 2014-15 to FY 2015-16 as a result of real estate market recovery.

Fees and Charges – Charges for services account for a relatively small, 1% to 2% share of the budget. The District is in the process of reviewing its policies fees charged regarding EMS services, and is considering expanding its charges to bill insurance companies of residents who receive transport and other medical emergency services.

Special Taxes and Benefit Assessments – On June 11, 2014, the District adopted a resolution levying a fire services assessment, generating about $940,000, to supplement an existing assessment yielding about $1.3 million annually. The new assessment was challenged by a resident's lawsuit, and the District entered into a settlement allowing collection of the new assessment through FY 2016-17 (ending June 30, 2017), after which the new assessment will expire.[124] The District has been accruing the revenue in a fund separate from the General Fund.

Grants – The District received a SAFER grant that extended over two years. The grant provides about $1.3 million of funding for the FY 2015-16 year (and $1.2 million the prior year), then terminates in future years. The District also received $65,000 in FY 2014-15 from Phillips Refinery for District operations; no operating revenue from Phillips is included in FY 2015-16.

[124] Settlement and Release Agreement, signed by RHFPD Chief Hanley November 2, 2015.

RHFPD Operating Expenditures

The RHFPD has experienced continued growth in expenditures, including labor and pension-related costs. The District has taken a number of steps to control these costs, as noted in the following sections.

Personnel Services

The District's budget funds 12 firefighters, one Battalion Chief, and one Fire Chief. The budget also pays for a reserve firefighter program, and for one part-time administrative services staff person. **Table 19**, below, shows salaries as established by the most recent MOU extension.[125] The salaries do not show the required deduction for OPEB (3.75% for "Other Post-Employment Benefits"). In addition, according to the MOU extension, all employees are responsible for their entire employee retirement contribution.

Table 19
RHFPD Monthly Salaries

	Step 1	Step 2	Step 3	Step 4
Firefighter				
Firefighter I	3,500	4,000	4,500	5,000
Firefighter II	5,268	5,532	5,809	6,099
Firefighter III	6,692	7,027	7,379	7,748
Fire Engineer	7,375	7,743	8,130	8,537
Fire Captain	8,339	8,755	9,193	9,653

Source: Agreement between RHFPD and I.A.F.F. Local 1230, Nov. 6, 2013

RHFPD Firefighter III Step 4 salaries are approximately 5% higher than top step firefighter salaries for ConFire.[126] This comparison does not account for other components of total pay that may include medic certification, longevity, and overtime.

RHFPD Retirement Expenses

Retirement benefits are provided through CCCERA. Employees hired before January 1, 2013 receive benefits based on a formula commonly referred to as

[125] Agreement Between RHFPD and I.A.F.F. Local 1230, November 6, 2013.

[126] ConFire employees also pay 100% of the CCCERA basic employee benefit contributions.

3.0% at 50, based on the single highest year of salary, and a 3% COLA. New employees hired on or after January 1, 2013 receive 2.7% at 57.[127]

RHFPD's average employer contribution for FY 2016-17 is 89.27% of estimated payroll (salaries), or a payment of $1,977,156 annually. The estimated annual payment increased about $200,000 over the prior year, an 11% increase.[128]

CCCERA's overall average employer contribution for FY 2015-16 is 40.06% of payroll, down from 43.58% from the prior year as a result of improved investment returns.[129]

The District asked CCCERA to lower its annual payments on unfunded retirement debt by extending the amortization schedule to 30 years; CCCERA met with the RHFPD and agreed to allow the District to make an annual payment sufficient to prevent additional interest accruals on unfunded balances, but not sufficient to amortize the unfunded balance.

RHFPD Health Insurance Benefits and OPEB

The District provides health insurance to current and retired employees. No dental, vision, or life insurance benefits are provided. The District contracted in 2008 with the California Employers' Retirement Benefit Trust (CERBT). In FY 2011-12, the District implemented a 3.75% employee contribution to the OPEB Trust Fund. Since then, the employee contributions have continued, and the District has been funding its annual benefit costs on a "pay as you go" basis each year.

The last OPEB valuation was prepared in January 2014. The report indicated that the District's Unfunded Accrued Actuarial Liability (UAAL) would total $11.3 million in FY 2013-14, resulting in an Annual Required Contribution (ARC) of $903,000 for FY 2014-15.[130] The report projected the UAAL to grow to $12.1 million by FY 2015-16, assuming no pre-funding payments were made in the interim, increasing the ARC to over $1 million. The District's FY 2015-16 budget shows no payments, in addition to a required 3.75% employee contribution towards the ARC, allowing the UAAL to grow.

The District's "pay as you go" health insurance costs totaled $316,000 for retirees in the FY 2015-16 budget, and $348,000 for active employees; the total, $664,000, is about 38% of salaries.

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[127] Side Letter of Agreement to Extend MOU Between RHFPD and I.A.F.F. Local 1230, November 14, 2012. Employee contributions are those established by AB 340 and AB 197.

[128] CCCERA Actuarial Valuation and Review as of December 31, 2014 (p. v).

[129] December 31, 2014 Actuarial Valuation, Adopted by the Board on July 8, 2015, CCCERA.

[130] RHFPD Retiree Healthcare Plan, June 30, 2013 Actuarial Valuation Final Results, Bartel Associates, LLC, December 13, 2013 (see Results, p. 18).

RHFPD Capital Assets, Capital Funding Sources and Expenditures

The RHFPD has a number of sources available for funding capital improvements; however, it is likely that most of the current fund balances shown in **Table 20**, below, will be needed as reserves for operations to buffer the impact of reduced assessment and grant revenues.

Grants and Contributions – The Phillips 66 Refinery in Rodeo provided capital funding to purchase and equip a new rescue pumper in FY 2013-14.[131] The subsequent two years' budgets show contributions of $50,000 and $65,000 towards purchases totaling $296,000.[132]

Developer Fees – Developer fees are collected by the City of Hercules on behalf of the District. The fee for a single-family residence is $1,029; fees are also collected from multi-family and commercial developments.[133] According to a 2009 RHFPD fee schedule, impact fees in Rodeo are $1,012.[134] Projected impact fee fund balances will total $117,000 by the end of FY 2015-16.

The RHFPD appeared before the County BOS Finance Committee on March 16, 2016 and requested Prop 172 funding; these are funds generated by a statewide sales tax that are distributed to counties for public safety purposes. As a matter of policy, Contra Costa County historically has allocated these funds to the Sheriff-Coroner and the District Attorney, and the County Administrator's response to the request was to recommend against the requested allocation.[135]

RHFPD Reserves and Other Funds

As indicated in **Table 20**, the RHFPD projected FY 2015-16 budget shows a minimal ending General Fund balance of approximately $50,000. However, the 2014 assessment fund is projected at $1.9 million, or about 32% of expenditures. It is likely that a majority of this balance will be required to offset the SAFER grant funds that provided $1.3 million of funding for operations in FY 2015-16, but which

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[131] RHFPD Basic Financial Statements for the Year Ended June 30, 2014, p. 12.

[132] A condition of approval (COA 84) for a project at the Phillips 66 Refinery was originally designated for the purchase of a Hazardous Materials Response Unit. The COA was changed by the BOS at the request of Phillips 66, and the amount was increased - the refinery agreed to pay half the cost of a rescue pumper with a larger capacity pump, foam and rescue capability to better serve the District.

[133] Approved by Resolution 10-088, effective July 1, 2010; downloaded from City of Hercules website January 30, 2016.

[134] Correspondence from RHFPD to MRG/BA (March 29, 2016).

[135] Memorandum from Timothy Ewell, Senior Deputy County Administrator, to the Finance Committee, March 16, 2016. According to the Finance Committee record of action, the BOS Finance Committee did not allocate funds to the RHFPD, noted that there must be a plan for going forward, suggested the RHFPD seek city funding, and requested that the County Administrator meet with the RHFPD Chief to discuss options for city funding similar to the ECCFPD Task Force.

have been fully utilized. The remaining fund balance will be insufficient in FY 2016-17 to fully offset the absence of SAFER grant funds and the pending termination of 2014 benefit assessment revenues, an additional loss of over $900,000 annually beginning July 1, 2017.

Table 20
RHFPD Fund Balances FY 2015-16

Funds	Starting Balance	Revenues or Transfers In	Expenditures and/or Transfers Out	Ending Balance
General Fund				
Total	$66,293	$4,783,021	$4,800,464	$48,850
2014 Fire Assessment				
Total	937,083	947,106	0	1,884,189
SAFER Grant				
Total	32,494	1,287,202	1,287,202	32,494
Capital Projects				
Total (1)	149,973	65,000	137,213	77,760
Developer Fees				
Hercules	1,358	100,000	0	101,358
Rodeo	15,367	0	0	15,367
Total	16,725	100,000	0	116,725
TOTAL	$1,202,568	$7,182,329	$6,224,879	$2,160,018

Source: RHFPD FY2015/2016 Financial Report for Year-End June 30, 2016, (Sept. 3, 2015)
(1) Phillips 66 Capital #5

RHFPD Growth and Population Projections

A number of significant new projects are anticipated to open in the City of Hercules over the next one to two years; however, because of the continued diversion of revenues to repay redevelopment obligations, the City's budget shows minimal

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growth in property tax revenues. Projects expected to open within the next two years include:[136]

Victoria Crescent – 43 residential units;

"Parcel C" – 144 residential units;

Sycamore Crossing – 130,000 sq. ft. of retail and a gas station; and

Market Hall – 90-room hotel, gas station, drug store, and drive-thru restaurant.

These projects will contribute to the residential growth shown in **Table 21**, below, as well as contribute to employment and visitor growth in the RHFPD.

Table 21
Projected Population Growth, RHFPD 2015-2025

	2015	2020	2025
Hercules (1)	26,500	28,900	31,300
Rodeo (2)	6,500	6,628	6,771
TOTAL (3)	33,000	35,528	38,071
Annual Avg. % Change		1.5%	1.4%

Source: ABAG Projections 2013

(1) ABAG forecast is shown for 2015; Cal. Dept. of Finance, E-1 Population Report, 2015 estimates a slightly lower 2015 population for Hercules.
(2) Rodeo 2015 assumed to equal District population estimate less Hercules population. Rodeo projections assume average rates for unincorporated areas Countywide.
(3) RHFPD 2015 estimate is from RFHPD response to LAFCO Request for Information.

According to the RHFPD, the Phillips refinery is planning new projects that would increase the RHFPD's service responsibilities.[137]

[136] Long Range Forecast, Staff Report to the Finance Commission meeting, November 23, 2015.

[137] RHFPD Response to LAFCO Request for Information.

RHFPD Service Demand

Table 22, below, summarizes calls for service for the RHFPD. Call volume is below Countywide averages; however, if one of its two stations closes, the calls per station will effectively double.

Table 22
RHFPD Calls For Service, 2014

Station	2014 Fire (1)	EMS (2)	Other (3)	Total
Station 75	14	164	85	263
Station 76	114	1,081	701	1,896
Total	128	1,245	786	2,159
% of Total	6%	58%	36%	100%

Source: RHFPD Response to LAFCO Request for Information.

(1) Codes 100-151.

(2) EMS include vehicle accident with injuries.

(3) Includes "611: dispatched and cancelled en route".

RHFPD Infrastructure Needs or Deficiencies

The 2009 MSR rated the two RHFPD stations as being in "good" condition. Fire Station 75 was originally designed in 1927 and has had one significant renovation in 1995. Fire Station 76 (owned by the City of Hercules) was dedicated in 1991.

Though functional, the two stations do not meet current "essential services" and "best practices and design" standards, according to the District.[138] The District's Business Plan includes a strategy to construct a new fire station to replace Station 75. The facility would consolidate all Fire District operations on one centralized campus and improve response times.[139]

Attached to Fire Station 76 is a modular training classroom, fitness and storage area. The grounds of Station 76 are utilized to house a mobile training tower, a firefighting live burn trailer, and a fire prevention safety house. Most recently,

[138] RHFPD Strategic Plan 2012.

[139] RHFPD Business Plan 2012-16.

each Fire Station is being upgraded with solar panels and other energy efficient features to reduce power costs.

The District's Business Plan includes implementation of the elements and recommendations of the Fleet Management Study, including Best Practices for apparatus replacement, repair, troubleshooting and preventative maintenance.[140]

RHFPD Service Adequacy

Response Times

The RHFPD currently does not have an adopted response time standard. According to the District, 90% of responses[141] were within 9 minutes and 43 seconds in 2014, which significantly exceeds national standards of five to six minutes. This response time is nearly the longest of all Contra Costa fire service agencies, second only to ECCFPD.

While the total land area served by the two stations is not excessive, the geography of the District imposes additional travel times. Many of the areas served by the District require access via Interstate 80, which can impose additional delays during commute times, as well as less direct routes due to the multiple valleys that cross the District.

ISO Ratings

Prior to 2014, RHFPD's ISO was reported to be 3/9; in 2014, the classification was changed to 2/2X.[142] The second factor of the split classification, a new system adopted by ISO in 2014, applies to properties within five road miles of a fire station, but beyond 1,000 feet from a creditable water supply.

RHFPD MSR Determinations

1. Growth and population projections for the area.

Growth in the RHFPD is expected to increase as the region recovers from the recession. Projections indicate growth of 1.4 to 1.5% annually over the next 10 years, or about 480 new residents annually. This growth will increase calls for service and potentially reduce resources required for responses to other areas when multiple calls occur. Response times, which currently fall below national standards, will worsen, particularly if one of the RHFPD's two stations is closed.

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[140] RHFPD Business Plan 2012-16, Strategy 2013.4.

[141] Response times measured from time of dispatch to "on scene."

[142] RHFPD response to LAFCO Request for Information.

2. The location and characteristics of any disadvantaged communities within or contiguous to the SOI.

One community in Rodeo has been identified as a disadvantaged community. The area is within one mile of RHFPD Station 75, and therefore response times for the first-arriving engine company should meet or exceed Best Practice norms. However, if Station 75 closes as a result of revenue shortfalls, the next closest station would be Station 76, over two miles away. Times required for arrival of additional engine companies in the event of a structure fire would increase as well.

3. Capacity of public facilities, adequacy of public services and infrastructure needs or deficiencies.

Though functional, the two RHFPD stations do not meet current "essential services" and "best practices and design" standards, according to the District.[143] The District's Business Plan includes a strategy to construct a new fire station to replace Station 75; however, current revenues, particularly given pending reductions in assessment and grant revenues, will not be sufficient to construct the new station.

RHFPD response times are among the longest in the County, second to those of ECCFPD. Closure of Station 75, which could occur due to financial constraints, will worsen response times. First responder times will increase, and the RHFPD will become increasingly reliant upon aid from other agencies, increasing the probability that adequate response, e.g., to a structure fire, which requires a minimum of 15 firefighters, will not arrive in time to contain a fire and minimize damage to property and risk of injury to residents.

4. Financial ability of agencies to provide services.

Within the next one to two years, RHFPD revenues will decline by over $2.6 million, or 40% of its revenues, due to its SAFER Grant ending and the elimination of its recently adopted 2014 benefit assessment. These reductions will force the closure of Station 75, resulting in a significant adverse impact on service levels. The District can apply for another SAFER grant, however, the likelihood and timing of receiving another grant is unknown. A subsequent SAFER grant application cannot be submitted for the same activities and the same personnel who were hired under the current grant.

Growth within the District's boundary is occurring in Hercules, particularly its former redevelopment area, as the economy improves. However, because of ongoing debts that survive the elimination of the redevelopment agency, property tax revenues that would otherwise accrue to the RHFPD from assessed value growth will be diverted to continue to pay off redevelopment debts.

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[143] RHFPD Strategic Plan 2012.

5. Status of, and opportunities for, shared facilities/services.

The fire providers in the West County have established informal and effective cooperative agreements to address the fire and emergency medical services needs of their constituent communities. The RHFPD, City of Pinole and ConFire all participate in the Battalion 7 configuration sharing Battalion chiefs who manage and coordinate fire and medical emergency activities.

If all West Contra Costa fire agencies acknowledge and implement improved cooperation, all participating agencies will benefit financially, and their communities will benefit by receiving an improved level of fire and rescue services. For this approach to work, it is essential that all agencies recognize the value of: implementing meaningful shared service agreements; cooperative sharing of scarce resources; and elimination of unnecessary duplication of special services. Agencies should agree to: share training management and delivery; improve dispatch and emergency communication functions; and share senior management and leadership positions, as practical.

6. Accountability for community service needs, including governmental structure and operational efficiencies.

The RHFPD follows generally accepted practices and legal requirements for meeting noticing procedures. Meeting agenda and packets are posted on its website for 2016, including minutes from meetings two months prior. Archival access to meeting minutes from 2011 is available on another section of the website.

The Board requested preparation of summary financial information, a draft of which is included in the January 16, 2016 meeting packet. Financial reports, including a 2014 financial report, are posted on the website, along with prior years' budgets and budget presentation materials, and employee information.

The District prepared a Business Plan and a Strategic Plan in 2012 that provide clear direction and strategies; however, implementation has been stymied by the District's lack of financial resources.

RHFPD Governance Options

The 2009 MSR considered a number of governance options, however, no action has occurred since 2009 related to changes in governance. Following is a review and update of potential options.

a. Annexation of area served by Crockett-Carquinez FPD – While there would be benefit to a unified command structure and some shared internal support services, the cost reductions (net of revenues) to the RHFPD would not be significant enough to overcome RHFPD's financial shortfalls. Increased financial and operational efficiencies, in conjunction with other actions, could improve the long-term financial sustainability of RHFPD; however, this option does not appear

to be an area of interest to either district at this time. Crockett-Carquinez FPD, as an agency relying on volunteers, does not provide a significant increase in access to funding, and a revenue measure would bring limited revenues; the RHFPD and Crockett-Carquinez FPD have held multiple discussions regarding this issue; however, RHFPD does not have the staff to support fire prevention, training or fleet management for Crockett-Carquinez FPD.[144]

b. Consolidation among West County fire providers – Historically, major impediments to implementing this recommendation have included political, financial, operational, employee compensation and training differences as well as an expressed lack of interest. The recent proposal by ConFire for a "shared Chief" position for the City of Pinole, RHFPD and ConFire is a significant indicator that the agencies are currently considering a cost-effective, inter-agency solution to the overhead costs for the three agencies. If implemented, this initial step, followed by the recommendations earlier in this report could decrease operational costs for the agencies significantly and materially improve service. Significant issues remain to be addressed, including pay and benefit differentials, pension costs and unfunded OPEB obligations between RHFPD, ConFire and the City of Pinole are a few of the issues that would need to be addressed before a complete West County consolidation were enacted.

As is the case with ECCFPD, a consolidation of the RHFPD with ConFire, or dissolution of the RHFPD and expansion of ConFire's SOI to include the RHFPD territory, would require the cooperation of the ConFire governing board, which is the Contra Costa County BOS; however, the change potentially could degrade the service levels to the existing ConFire service area, and would not contribute a significant increase in revenues, which would likely be unacceptable to the BOS. The County does not currently subsidize the ConFire activities and does not currently have plans to do so. If the RHFPD requested consolidation, or dissolution occurred, it is likely that new special taxes in the RHFPD area would be needed to fully fund the current two RHFPD stations, as well as fully fund all RHFPD financial obligations, including pension and OPEB obligations.

Although a "grand solution" that includes a consolidation or annexation is unlikely to occur in the near-term, more extensive "functional" consolidation, which does not require governance or boundary changes, could provide a more efficient and expedient application of resources in the West County area. Functional consolidation does not offset the inherent deficiencies of service that exist in the RHFPD as a result of unfunded service demands and closed fire stations. In conjunction with other actions, functional consolidation could improve the long-term financial sustainability of the RHFPD.

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[144] Correspondence from Chief Hanley to MRG, March 23, 2016.

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7. Any other matter related to effective or efficient service delivery.

No additional matters have been identified at this time.

RHFPD MSR RECOMMENDATIONS

Addressing RHFPD's service and financial challenges, and assuring that its two station service configuration remains intact, requires at least two strategies: (1) RHFPD should secure a new funding source to replace its grant revenues and benefit assessments; and (2) new levels of cooperation among West Contra Costa fire agencies can help address individual agency deficiencies and improve services to the region, thereby contributing to RHFPD operational efficiencies, improved service levels, and financial sustainability.

1. Pursue New RHFPD Funding Sources.

The RHFPD should pursue a voter approval of a special tax measure, which would require a two-thirds voter approval. The tax revenues, in addition to potential cost savings from operational efficiencies, could significantly improve the RHFPD's ability to sustain adequate levels of service.

As part of the planning efforts for a tax measure, the RHFPD should participate in an SOC Study for the West County area to identify operational improvements and other measures to ensure efficient and cost-effective use of existing and new financial resources.

2. Create a Battalion 7/West County Fire and Emergency Services Task Force.

It is recommended that a Battalion 7/West County Fire and Emergency Services Task Force be established with representatives from all of the involved jurisdictions. The Task Force would be required to meet regularly to develop, review and implement a regional SOC Study, apply for grants, refine operational practices, and develop cooperative agreements to improve services through collaborative efforts described above in "No. 5. – Status of, and opportunities for, shared facilities/services."

3. Undertake a West County Standards of Cover Study

The study would objectively review the current level of fire and rescue services in the studied communities. The SOC analysis will identify the service area's strengths, deficiencies and areas of overlap. The results of the SOC study could be used to improve the coordinated services in West County and form the basis for implementation of further service efficiencies, as well as to document service standards and improvements that support the RHFPD request for special tax revenue from voters.

RHFPD SOI UPDATE

The existing SOI for the RHFPD extends into the San Francisco Bay; this area in the Bay was considered for detachment as part of the options noted in the 2009 MSR. The 2009 MSR also considered detachment of the refinery area.

LAFCO deferred SOI updates for the RHFPD pending the formation of a West County Ad Hoc Committee to address issues raised in the 2009 MSR; however, no committee was formed. No consolidation study or other efforts occurred subsequent to the 2009 MSR due to lack of interest on the part of the service providers.

Agency Proposal

The RHFPD does not anticipate changes to its SOI in the next five years.[145]

No agencies expressed interest in consolidation with RHFPD, nor in serving as a successor agency to the responsibilities of the RHFPD in the event of its dissolution.

SOI Determinations

1. The present and planned land uses in the area, including agricultural and open-space lands.

Following preparation of the 2009 MSR, many of the planned land uses, including those planned as part of the redevelopment of the Hercules Town Center, the waterfront in Hercules and Rodeo, and other infill development, were stalled by the recession. Renewed development activity is occurring with the improved economy, despite the elimination of redevelopment agencies in California.

Other existing uses within RHFPD, noted in the 2009 MSR, are primarily residential, commercial, industrial, and open space. Residential areas are concentrated in the western portion of the District's land area, with higher densities generally located west of I-80. Commercial areas are located along highways and major roads, but also concentrated in the town centers. Industrial activity is located along the coastline and consists of a large industrial park and the headquarters of a biological research company in Hercules, and the ConocoPhillips San Francisco Oil Refinery in Rodeo. Open space is located in the eastern half of the District's land area.

2. The present and probable need for public facilities and services in the area.

Renewed growth and development within the RHFPD service area will increase the need for adequate RHFPD facilities and services. Closure of one of its two fire

[145] RHFPD Response to LAFCO Request for Information.

stations, which is imminent in the absence of new funding sources, will have a significant adverse impact on service levels.

3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.

With two staffed stations, the RHFPD is generally able to provide adequate services to its service area. However, increased growth and development in Hercules, including potential projects at the ConocoPhillips Refinery, will add to the service demands currently experienced by the District. As noted above, closure of one of its two stations due to inadequate financial resources will have a significant adverse impact on response times and ability to respond to multiple calls simultaneously. The need for aid from adjacent agencies will increase, and the ability to provide aid to other agencies will be diminished.

4. The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.

No significant change in communities of interest has occurred since the 2009 MSR; those communities of interest include the City of Hercules and the unincorporated Rodeo area, along with the surrounding Cities of Pinole and San Pablo, the unincorporated communities of Bayview, Tara Hills, El Sobrante, North Richmond, Crockett, and Port Costa.

5. The present and probable need for those public facilities and services of any disadvantaged communities within the existing SOI.

One community in Rodeo has been identified as a disadvantaged community. The area is within one mile of RHFPD Station 75, and therefore response times for the first-arriving engine company should meet or exceed Best Practice norms. However, if Station 75 closes as a result of revenue shortfalls, the next closest station would be Station 76, over two miles away. Times required for arrival of additional engine companies in the event of a structure fire would increase as well.

6. The nature, location, and extent of any functions or classes of services provided (special districts only).

RHFPD provides fire and emergency medical services including paramedic services. RHFPD contracts with ConFire for dispatch and radio services. AMR, a privately owned ambulance company, provides ambulance transport services.

RHFPD SOI Options and Recommendations

As indicated in the “RHFPD Governance Options” discussion, significant annexations or consolidations among West County agencies are unlikely due to perpetuation of current financial shortfalls, as well as a lack of interest among agencies.

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While the RHFPD currently is providing adequate services, increased demands as well as the impending loss of over $2 million in grant and assessment revenues will force the closure of one of its two stations, significantly lengthening response times, reducing the ability to respond to multiple simultaneous incidents, and reducing the District's ability to provide needed aid to nearby agencies. Affirmation of the current RHFPD SOI would be inconsistent with the near-term risk of significant service inadequacies if only one station is staffed.

However, the District is actively engaged in seeking new sources of revenue in order to staff its second station and retain adequate service levels. Therefore, it is recommended that the current RHFPD SOI be designated as "provisional," requiring that the RHFPD report back to LAFCO on at least an annual basis to inform LAFCO as to RHFPD's progress in implementing the recommendations of this MSR, and in meeting the objectives of adequacy of services and long-term financial sustainability.

Alternatively, LAFCO could consider a "zero SOI" designation, signaling that the District's services will ultimately be provided by another agency. However, there are no current prospects for service by another agency given RHFPD's service deficiencies, financial obligations and impending reductions in funding. Through a successful combination of actions as recommended in this MSR, including support for new taxes and increased collaboration among West County agencies, the District will be in a much better position of financial sustainability, and potential SOI changes will be more viable at that point in time.

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8. REVIEW OF AID AGREEMENTS

MUTUAL AID PLAN

All fire agencies in the County have signed the California State Master Mutual Aid Agreement that is administered by the State Office of Emergency Services. All agencies have also signed the Contra Costa County Fire Chiefs' Mutual Aid Plan, which was last updated in 1997. The County Fire Chiefs are assigned the responsibility to establish and manage the County Mutual Aid Plan that governs day-to-day interagency cooperation when an emergency exceeds the operational capability of any fire agency, by the State Office of Emergency Services, under the State Master Mutual Aid Agreement.

To activate the Mutual Aid Plan, the incident commander will contact the communication center and request additional fire personnel and equipment. The Contra Costa Fire emergency communication center would then be notified of the request, and using the County Mutual Aid Plan, identify which agency has the resources to fulfill the specific request, and contact the agency in accordance with the County Mutual Aid Plan. The agency that is being requested to respond is not required to respond, but voluntarily determines if its resources can be sent to the emergency without compromising that agency's ability to protect the people and communities in its primary service area.

AUTOMATIC AID

Automatic aid agreements are different and distinctive in every case. Each agency enters the discussions with potential automatic aid partners with its interests and needs. Seldom are automatic aid agreements a one-for-one exchange of like services. In some cases an agency has a difficult service area in terms of response times, and its neighboring agency is in a better position to serve that area, and the agency may need additional fire engines or a truck company that its neighbor can provide. These agencies can both be satisfied with the agreement even if it does not appear to be a one-for-one exchange.

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Table 23, below, indicates differences in automatic aid received compared to aid provided. In some instances, the disparity may stretch an agency's resources to the point where it must reduce available services in order to maintain its own service area standards, as exemplified by recent changes in the agreement between ConFire and ECCFPD. Similarly, there are concerns that closure of one of RHFPD's two stations will adversely affect aid responses within West County, as noted below.

Table 23
Summary of Incidents where Aid was Provided vs. Aid Received, 2014

Agency	Aid Provided	Aid Received	NET Aid Provided or (Aid Received)
WEST COUNTY			
City of Richmond	1,862	1,321	541
City of El Cerrito (1)	687	424	263
City of Pinole	322	418	(96)
Kensington FPD (1)	na	na	na
Rodeo-Hercules FPD	230	415	(185)
Crockett-Carquinez FPD	107	39	68
CENTRAL COUNTY			
San Ramon Valley FPD (2)	199	17	182
Moraga-Orinda FD	206	215	(9)
EAST COUNTY			
East Contra Costa FPD	227	588	(361)
COUNTYWIDE/OTHER			
ConFire	1,673	2,175	(502)
CDF	228	na	228
Other (TNT)	12	na	12

Source: ConFire (inside.cccfpd.org/suppression/reports/MutualAidProvided.asp)
1) El Cerrito Fire Dept., 4/11/16. Includes Kensington (not separately reported).
2) SRVFPD, 12/8/16.

In response to an information request for the purpose of this MSR, the City of El Cerrito's fire department provided information for aid to and from Kensington.

Call data is reported monthly to the KFPD Board; however, the individual call data for calls to/from Kensington are not separately totaled for Kensington. The information indicated that the Kensington Engine 65 responded to 306 incidents in Kensington, and to 302 incidents outside of Kensington. A total of 139 units from the Cities of El Cerrito and Richmond responded to 57 incidents in Kensington.[146]

In addition to the County Mutual Aid Agreement, which is a reactive process that occurs while an emergency is in progress, automatic aid agreements have been developed and agreed upon between specific fire agencies that are generally in close proximity to each other. Automatic aid agreements differ from Mutual Aid Agreements in that agencies agree in advance of an emergency occurring to provide assistance upon the report of an incident requiring an appropriate response by a Fire agency.

In Contra Costa County, every fire agency is party to at least one, and often, multiple automatic aid agreements, as illustrated in **Table 24**, below. In some instances, a neighboring agency's fire personnel and apparatus are located closer to the emergency than the agency having jurisdiction for the area in which the emergency is occurring. In other cases, the neighboring fire agency might send one or more resources to supplement the agency having jurisdiction as part of a multi-apparatus response, such as would occur for a report of a working structure fire, vegetation fires, or a multi-vehicle accident, or a hazardous material incident.

In October of 2006, the agencies that contract with the Contra Costa Regional Fire Communications Center (CCRFCC) entered into a "Boundary Drop" agreement. This agreement was approved by the County-wide Fire Operations Committee, a subordinate committee of the Contra Costa County Fire Chief's Association. The agreement was put into effect quickly to align with a CCRFCC CAD upgrade. Presently, there is no written agreement.

The review of the automatic aid agreements signed by the various Fire agencies in the County appear to be monitored and changed on a regular basis as needed.

REFINERY FIRE BRIGADES

In 1980, several refineries signed a cooperative mutual aid agreement, known as the Petro-Chemical Mutual Aid Organization (PMAO). This emergency response cooperative was formed with the purpose of providing materials and equipment during an emergency. Presently, all four refineries, Dow Chemical, the Valero refinery (in Benicia), ConFire, and West Sacramento Fire are participating members. PMAO meets monthly. Emergency services include specially trained personnel, high capacity fire pumps, and large quantities of firefighting foam.

[146] Correspondence from Chief Maples, City of El Cerrito Fire Department, April 19, 2016.

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These resources are also available to municipal fire agencies for large petro-chemical incidents through mutual-aid requests. The PMAO agreement is not integrated into the County Mutual Aid Plan.[147]

Table 24
Overview of Aid Agreements

Boundary	Automatic Aid Provided to	Automatic Aid Received from	Mutual Aid Partners
City of El Cerrito FD (ECR) Participates in the CCRFCC Boundary Drop Agreement	Cities of **Albany**, **Berkeley***, Pinole and **Richmond; ConFire*, MOFD**, RHFPD	Cities of **Albany**, **Berkeley*** and **Richmond**	Cities of Berkeley and Oakland, ConFire, EBRPD, and CAL FIRE
City of Pinole FD (POE) Participates in the CCRFCC Boundary Drop Agreement	**City of El Cerrito, ConFire**, CCFPD RHFPD**	**ConFire**, CCFPD RHFPD**	EBRPD and CAL FIRE
City of Richmond FD	Cities of **El Cerrito** and Pinole, **ConFire***, RHFPD	Cities of **El Cerrito** and Pinole, **ConFire***, RHFPD	ECCFPD, CAL FIRE, CCFPD, EBRPD, MOFD, SRVFPD
Contra Costa County FPD (ConFire, or CON) Participates in the CCRFCC Boundary Drop Agreement	Cities of **Benicia**, **Pinole**** and **Richmond***; **ECCFPD**, **MOFD**, **RHFPD****, **SRVFPD**	Cities of **Richmond*** and **Pinole****, **ECCFPD**, **MOFD**, **RHFPD****, **SRVFPD**	EBRPD, CAL FIRE
Crockett-Carquinez FPD (CCFPD, or CRK) Participates in the CCRFCC Boundary Drop Agreement	City of **Vallejo**, **RHFPD**	**RHFPD**	City of **Vallejo**, EBRPD, CAL FIRE
East Contra Costa FPD (ECCFPD, or CCE) Participates in the CCRFCC Boundary Drop Agreement	**ConFire**	**ConFire**, **CAL FIRE****	Alameda County FD, CAL FIRE**, EBRPD, Stockton (STO), Tracy (TRY)
Moraga-Orinda FD (MOFD, or MOR) Participates in the CCRFCC Boundary Drop Agreement	City of **Oakland, Confire**	Cities of **Oakland** and **El Cerrito, Confire**	Cities of Berkeley* and **Oakland**, CAL FIRE, EBRPD*, Alameda County
Rodeo-Hercules FPD (RHFPD, or RDO) Participates in the CCRFCC Boundary Drop Agreement	City of **Pinole****, **ConFire****, CCFPD*	City of **Pinole****, **ConFire****, CCFPD*	EBRPD, and CAL FIRE
San Ramon Valley FPD (SRVFPD)	**Alameda County**, **ConFire**	**Alameda County**, **ConFire**	Cities of El Cerrito, Richmond, and Pinole, **Alameda County**, ECCFPD, CAL FIRE, CCFPD, MOFD, RHFPD, LAP (Camp Parks ArmyTraining near Dublin)

* Written agreement in place ** Battalion-7 Cooperative Agreement
Agencies in **BOLD** denote frequent responses. "CCRFCC" refers to Contra Costa Regional Fire Communications Center
Source: Fire Chief Stephen Healy, MOFD, Contra Costa County Operational Area mutual aid coordinator.

[147] Source: Fire Chief Stephen Healy, MOFD, Contra Costa County Operational Area mutual aid Coordinator; Lewis Broschard III, Deputy Chief, ConFire. See attached Appendix for additional information about fire brigades.

WEST COUNTY AGREEMENTS

Battalion 7

The Battalion 7 "shared resources agreement" is an operational agreement, which includes the following fire departments: City of Pinole, ConFire (San Pablo and other unincorporated pockets) and RHFPD. Each of the three partner agencies provides an operational Battalion Chief to cover one of the rotating three 24-hour shifts. Each 24-hour Battalion Chief is responsible for the operational activities of the on-duty personnel from all three separate fire agencies.

Although the other West County fire agencies, specifically Crockett-Carquinez FPD, El Cerrito, Kensington FPD and Richmond participate in mutual and automatic aid agreements, they each operate completely independently of each other, and of the Battalion 7 agencies, with the exception of some operational training and the actual emergency response as dictated by separate automatic aid agreements.

The agencies in West Contra Costa County, although they all actively participate in mutual and automatic aid agreements, do not have a single set of unified operational guidelines to govern interagency operations. However, all of the West County fire agencies are aware of each other's basic operating principles and they follow the County Operations agreements and policies including: two in/two out; fire ground communications; rapid intervention crew (RIC); personnel accountability; high-rise structure response; and freeway response.

The City of Pinole – Administered by the Pinole Fire Chief, the City provides fire and rescue services for the Tara Hills, Bayview, Montara Bay Park[148] and the Alhambra Valley corridor (formerly the Pinole Fire District). This is a cooperative agreement with ConFire.

Emergency Dispatch and Communications – Fire agencies are dispatched by two different emergency communications centers, one operated by the City of Richmond Police Department – used by the El Cerrito and Richmond Fire Department – and the other, operated by ConFire, which provides dispatch services for all of the other West County Fire agencies.
A single dedicated fire communication center, responsible for primary dispatch and incident coordination, also referred to as "single point ordering," would provide a needed operational improvement in the West County operations area. The current impediment to creating a desired single point of ordering communications rests with the City of Richmond. If the Richmond Fire Department were to leave the current City public safety dispatch center, which is operated by the Richmond Police Department, the Fire Department would still be required by the City of Richmond to contribute funding towards 18% of the operating costs of the City's

[148] Montara Bay Park is northeast of Point Pinole Regional Shoreline, southwest of Pinole.

dispatch center. The San Ramon Valley Fire Protection District's communication center acts as the back-up communication center to ConFire Communications.

Impact of Closure of RHFPD Station

Based on the RHFPD's prior experience, there will be delayed responses within RHFPD, the Battalion 7 response area, and in the Crockett-Carquinez FPD. In the event of a fire or other significant emergency incident, another West County Fire agency will be called upon to fill the vacancy in the response dispatch call out order. These vacancies result in faster drawdown of the available Fire resources in the Battalion 7 area of West County. Historically there has existed a "quid pro quo" reciprocal service arrangement where the participating agencies in Battalion 7 automatically provide two fire companies and a Battalion Chief to certain types of emergencies, like structure fires. The City of Pinole Fire Department no longer has that response capacity, since the closure of one of its fire stations in 2010. The RHFPD will face the same limitation when its Station 76 is closed.[149]and it returns to a one station configuration.

The Crockett-Carquinez FPD is anticipating an increase in emergency response requests by the RHFPD if one of the two RHFPD fire stations is closed. The increased service level requested by the RHFPD service area could significantly impact the response times to other emergency calls within the Crockett-Carquinez FPD.

One mitigation to the closure of the fire station in RHFPD would be for the Crockett-Carquinez FPD to cease its practice of sending a fire engine to cover the remaining RHFPD fire station when the station is uncovered during an RHFPD emergency response.[150] This was an adjustment to the West County automatic response plan that ConFire and Crockett-Carquinez FPD employed the previous time RHFPD closed one of its two fire stations. The reciprocity basis for the automatic aid services between the Districts would be nullified due to the RHFPD's inability to respond to a neighboring jurisdiction's need for coverage for a vacant station.

This potential lack of staffing at RHFPD's one station during a response will adversely affect response times to other parts of RHFPD, and eliminate the ability for an engine company to provide aid to other agencies from the vacant RHFPD station. In addition to response times increasing, when more than one fire engine is assigned to an emergency response, the strategy and tactics employed at the emergency scene will need to be altered to reflect the reduced number of fire personnel on scene to mitigate the emergency.

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[149] Chief Hanley, RHFPD, correspondence with MRG, March 21, 2016.

[150] Chief Littleton, Crockett-Carquinez FPD correspondence with MRG, March 24, 2016.

The ability of the RHFPD to conduct the multiple firefighting evolutions,[151] including water supply; fire attack, search and rescue, ventilation and other necessary tasks, will be severely compromised, largely due to the lack of on-site Fire personnel due to increased response times when services are provided from distant stations.

CENTRAL COUNTY AGREEMENTS

ConFire and SRVFPD have added portions of ConFire's response area in Walnut Creek as the result of the closure of a ConFire station in 2013.[152]

The Fire Chiefs from the ConFire and SRVFPD support the current automatic aid response plan for the Central Contra Costa area. Should the situation change, both Chiefs and agencies agree to meet and discuss the benefits and challenges related to the current automatic aid plan and to revise their agreement as needed to ensure that the emergency response needs of that area are met to the satisfaction of each of these separate Fire Departments.

Moraga Orinda Fire District (MOFD), in addition to its previous automatic aid agreements with ConFire, CAL FIRE and East Bay Regional Parks, has recently entered into an automatic aid agreement with the City of Berkeley to provide improved emergency response to portions of Tilden Park. Berkeley Fire responds as the closest resource into portions of Tilden park when their (ALS) Engine is available from their fire station on Shasta Road (Berkeley Station-7). MOFD reciprocates with an agreement to cover Berkeley Station-7 in the event of a 2nd-Alarm (or greater) fire in Berkeley if MOFD has sufficient resources available.

EAST COUNTY AGREEMENTS

The ECCFPD has relied on ConFire for mutual aid and assistance, which has been reduced pursuant to a revised automatic aid agreement. According to the agreement revised in 2015, ConFire will no longer respond automatically to non-critical medical emergencies unless ECCFPD resources are unavailable.[153]

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[151] Evolutions are defined as: "Uniform sequence of practiced steps by squad carrying out common tasks such as selection and placement of ladders, stowing hoses, putting hoses and tools into service in particular patterns; intended to result in predictability during emergencies" (Glossary of Firefighting, https://en.wikipedia.org/wiki/Glossary_of_firefighting#E).

[152] ConFire Station #4 was closed in January 2013 (Broschard, April 18, 2016).

[153] Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services between the Contra Costa County Fire Protection District and the East Contra Costs Fire Protection District, June 1, 2015 Agreement, revised August 24, 2015.

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Appendix A

FIRE SERVICE RESPONSE ADEQUACY

Fire Service Response Adequacy

In well-planned and properly funded fire agencies, fire stations are located strategically throughout the community in order to place fire apparatus within acceptable response distances to the areas that the fire resources are expected to serve. If a fire department does not have sufficient fire apparatus and personnel available to respond to a moderate structure fire in time to suppress the fire and keep it from reaching the flashover stage, the fire will spread throughout the structure and could threaten neighboring homes and other structures.

Response time is one of the most important measurements of the fire department performance.

Two commonly referred to criteria used to assess the adequacy of the fire department's response times are:

1. Fire: Fire response focuses on the time that elapses between the moment the fire originates to "flashover" in a structure fire. Flashover is defined as the point where a fire grows beyond the control capability of the first alarm fire department response.

The National Fire Protection Agency (NFPA), an international non-profit organization established to increase fire and electrical safety, administers over 300 applicable codes. NFPA developed NFPA 1710 as an industry standard for the deployment of fire suppression operations to ensure safe and effective fire service operations. That Standard stipulates that the first fire engine should arrive to 90% of emergency calls within a range of 6:15 and 6:45 minutes. It is recognized that the NFPA 1710 Standard is the optimal nationally and is clearly not regularly achieved in Contra Costa County fire agencies.

2. Emergency Medical Service (EMS): EMS focuses on the time from the on-set of a life threatening medical emergency to the point of irreversible brain damage from which point successful resuscitation is greatly reduced – especially for patients that are pulseless and not breathing. Nationally, high performing EMS systems have a generally accepted response time goal of 8:59 minutes from onset to arrival at the scene. Other measures of response consider time from dispatch to arrival at the scene. The "Gold Standard" for cardiac arrest survival, validated by experience in Contra Costa County, is bystander CPR and AED, which relies on community CPR, law enforcement AED and Public Access Defibrillation to improve chances of survival.[154]

[154] Correspondence with Pat Frost, Contra Costa Health Services, April 15, 2016.

Adequacy

Firefighting adequacy is determined by several factors, including the time elapsed between the origin of a fire and the initiation of firefighting activities. To illustrate this concept, the following materials describe the staffing and equipment resources required to successfully suppress and extinguish a fire. The situation describes the response times and equipment for a moderate-risk fire in a two-story 2,000 sq. ft. +/- home to contain the fire to the room or compartment/area of origin.

Well-trained and effective firefighting personnel perform their duties in a manner designed for maximum efficiency, effectiveness and safety. They train on a regular basis on performance of firefighting "evolutions." Evolutions involve the performance of different activities that provide for firefighting activities to be completed in a minimum amount of time. The materials below contain references to a number of these activities.

The tasks and evolutions that are commonly required of firefighting personnel to effectively contain a fire to the room or area of origin may require between 11 and 14 personnel performing a variety of tasks in a coordinated manner. These include:

Within 6 minutes and 45 seconds of notification of an emergency to the dispatch center, the first due fire engine arrives and should be capable of advancing an attack hose line with a fire flow of at least 150 gallons per minute of water from the onboard 500-gallon water tank.

The balance of the required fire apparatus and fire personnel, referred to as the effective response force (ERF), should arrive at the scene within a total of 11 minutes from the incident notification to the dispatch center.

A list of common tasks and required evolutions at a moderate risk structure fire includes:

- Establish command;
- Conduct scene assessment;
- Communicate the plan of action to involved personnel;
- Request additional resources as needed;
- Prepare for rescue operations of occupants as needed;
- Establish an uninterrupted water supply to provide water;
- Establish a scene safety officer;
- Establish the two in two out and rapid intervention crews;
- Provide additional fire attack lines;

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- Establish back up and exposure protection hose lines;
- Assign personnel to ventilate the fire, heat and smoke from the structure;
- Conduct primary and secondary search of the structure;
- Secure and control utilities; and
- Perform salvage operations of personal property and overhaul fire damaged areas to extinguish all fire within the structure.

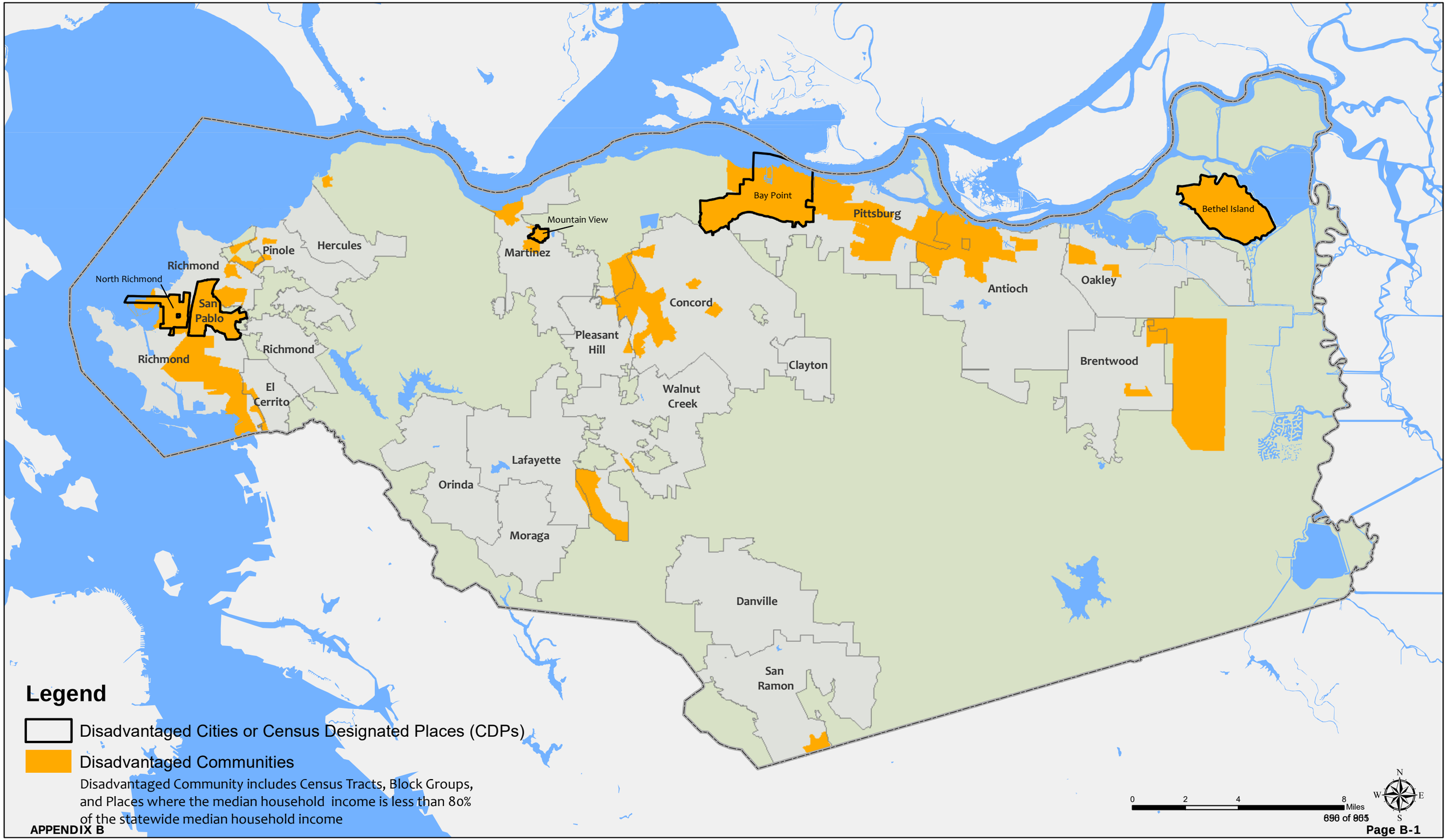
The order of task assignment and deployment of fire personnel is determined by the incident commander, and is dictated by the dynamics related to that particular fire.

Task	Fire Personnel	Company
Command/Size Up	1	Battalion Chief
Fire Attack Lines	2	1st Engine
Pump Operator	1	1st Engine
Primary Search/Rescue	2	2nd Engine
Water Supply	1	2nd Engine
Two Out/Utilities and Safety	3	3rd Engine
Ventilation/Ladders	2	1st Truck company
Forcible Entry/Search/Rescue Support	2	1st truck company
Total Initial Fire Attack Personnel	14	5 fire apparatus

Appendix B

DISADVANTAGED COMMUNITIES

Disadvantaged Communities (DAC) Determination
American Community Survey 5-year Estimates (2009 - 2013)



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Appendix C

2009 EMS/FIRE MSR – STATUS OF SOI UPDATES

2009 EMS/Fire MSR – Status of SOI Updates

AGENCY	SOI UPDATE
County Service Area (CSA) EM-1	Retained existing coterminous SOI
Contra Costa County Fire Protection District (ConFire)	Expanded SOI to include area southeast of Clayton, Roddy Ranch area, eastern boundary areas in the cities of Antioch and Pittsburg already served by ConFire; removed from SOI Bogue Ranch area previously annexed to SRVFPD, and 101 acres in Orinda previously annexed to MOFD; and continued to exclude from SOI the western boundary areas (i.e., City of San Pablo, and unincorporated areas including Bayview, East Richmond Heights, El Sobrante, Montalvin Manor, North Richmond, Tara Hills) in anticipation of a future West County fire consolidation
Crockett-Carquinez Fire Protection District (CCFPD)	Deferred SOI update pending the formation of a West County Ad Hoc Committee to address issues raised in the 2009 MSR report
East Contra Costa Fire Protection District (ECCFPD)	Removed from SOI Roddy Ranch property
Kensington Fire Protection District (KFPD)	Deferred SOI update pending the formation of a West County Ad Hoc Committee to address issues raised in the 2009 MSR report and to complete MSR for Kensington CSD
Moraga Orinda Fire District (MOFD)	Expanded SOI to include 101 acres previously annexed to MOFD
Rodeo Hercules Fire Protection District (RHFPD)	Deferred SOI update pending the formation of a West County Ad Hoc Committee to address issues raised in the 2009 MSR report
San Ramon Valley Fire Protection District (SRVFPD)	Expanded SOI to include previously annexed areas (Tassajara Valley/Morgan Territory, Bogue Ranch)
City of El Cerrito	Retained existing SOI following West County Sub-regional MSR covering city services
City of Pinole	Retained existing SOI following West County Sub-regional MSR covering city services
City of Richmond	Removed from the SOI areas east of Bonita Road and at North Arlington

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Appendix D

FIRE STATIONS AND STAFFING CHANGES RELATIVE TO THE 2009 MSR

Table 3-8 from 2009 MSR, Updated 2015: Fire Station Condition, Staffing and Apparatus

FS	Address	Condition	Staff	Needs	Year
Contra Costa County Fire Protection District (ConFire)					
1	1330 Civic Dr., Walnut Creek CA 94596	Fair	2 Captains, 2 Engineers, ~~2 Firefighters~~ Staffing reduced to 5 Firefighters		1965
2	2012 Geary Rd., Pleasant Hill CA 94523	Fair	1 Captain, 1 Engineer, 1 Firefighter		1966
3	1520 Rossmoor Pkwy., Walnut Creek CA 94595	Good	1 Captain, 1 Engineer, 1 Firefighter		1997
4	700 Hawthorne Dr., Walnut Creek CA 94596	~~Fair~~ Poor	~~1 Captain, 1 Engineer, 1 Firefighter~~ Station currently closed		1956
5	205 Boyd Rd., Pleasant Hill CA 94523	Fair	1 Captain, 1 Engineer, 1 Firefighter		1963
6	2210 Willow Pass Rd., Concord CA 94520	~~Fair~~ Poor	2 Captains, 2 Engineers, ~~2 Firefighters~~ Staffing reduced to 5 Firefighters		1939
7	1050 Walnut Ave., Walnut Creek CA 94598	Good	1 Captain, 1 Engineer, 1 Firefighter		1991
8	4647 Clayton Rd., Concord CA 94521	~~Fair~~ Poor	1 Captain, 1 Engineer, 1 Firefighter		1953
9	209 Center Ave., Pacheco CA 94553	~~Fair~~ Poor	1 Captain, 1 Engineer, 1 Firefighter		1956
10	2955 Treat Blvd., Concord CA 94518	Fair	1 Captain, 1 Engineer, 1 Firefighter		1967
11	6500 Center Ave., Clayton CA 94517	~~Excellent~~ Good	1 Captain, 1 Engineer, 1 Firefighter		2002
12	1240 Shell Ave., Martinez CA 94553	~~Fair~~ Poor	1 Captain, 1 Engineer, 1 Firefighter Station currently closed		1956
13	251 Church St., Martinez CA 94553	Fair	1 Captain, 1 Engineer, 1 Firefighter		1964
14	521 Jones St., Martinez CA 94553	Fair	1 Captain, 1 Engineer, 1 Firefighter		1951
15	3338 Mt. Diablo Blvd., Lafayette CA 94549	~~Good~~ Fair	1 Captain, 1 Engineer, 1 Firefighter		1968
16	4007 Los Arabis Dr., Lafayette CA 94549	Poor	1 Captain, 1 Engineer, 1 Firefighter Currently closed	Replace, relocate (planned)	1958
17	620 St. Mary's Rd., Lafayette CA 94549	Fair	1 Captain, 1 Engineer, 1 Firefighter		1957
18	145 Sussex St., Clyde CA 94520	Fair	~~Unstaffed with 10 on-call~~ No longer in use, being sold	Per ConFire, 4/18/16	1946

Table 3-8 from 2009 MSR, Updated 2015: Fire Station Condition, Staffing and Apparatus

FS	Address	Condition	Staff	Needs	Year
Contra Costa County Fire Protection District (ConFire) *Cont'd*					
19	1019 Garcia Ranch Rd., Martinez CA 94553	~~Fair~~ Poor	Unstaffed with 10 on-call Reserve Station		1973
22	Crystal Ranch Pkwy., Concord CA 94521	~~Excellent~~ Good	1 Captain, 1 Engineer, 1 Firefighter		1998
69	4640 Appian Way, El Sobrante CA 94803	~~Fair~~ Poor	1 Captain, 1 Engineer, 1 Firefighter		1959
70	13928 San Pablo Ave., San Pablo CA 94806	~~Fair~~ Poor	1 Captain, 1 Engineer, 2 Firefighters Staffing increased	Replace or expand	1993
81	315 W. 10th St., Antioch CA 94509	~~Good~~ Fair	1 Captain, 1 Engineer, 1 Firefighter		1957
82	196 Bluerock Dr., Antioch CA 94509	~~Excellent~~ Good	1 Captain, 1 Engineer, 1 Firefighter		2003
83	2717 Gentrytown Dr., Antioch CA 94509	~~Good~~ Fair	1 Captain, 1 Engineer, 1 Firefighter		1973
84	~~200 E. 6th St.,~~ 1903 Railroad AvePittsburg CA 94565	~~Fair~~ Excellent	1 Captain, 1 Engineer, 1 Firefighter	Replace, relocate (planned)	1969
85	~~2555 Harbor St.,~~ 2331 Loveridge Rd.Pittsburg CA 94565	~~Poor~~ Excellent	1 Captain, 1 Engineer, 1 Firefighter	Replace, relocate (planned)	1969
86	3000 Willow Pass Rd., Bay Point CA 94565	~~Fair~~ Poor	1 Captain, 1 Engineer, 1 Firefighter	Replace, relocate (planned)	1946
87	800 W. Leland Dr., Pittsburg CA 94565	~~Excellent~~ Good	1 Captain, 1 Engineer, 1 Firefighter Currently Closed		1999
88	4288 Folsom Dr., Antioch CA 94531	Good	1 Captain, 1 Engineer, 1 Firefighter		1996

Table 3-8 from 2009 MSR, Updated 2015: Fire Station Condition, Staffing and Apparatus

FS	Address	Condition	Staff	Needs	Year
FS	Address	Condition	Staff	Needs	Year
San Ramon Valley FPD					
30	11445 Windemere Pkwy. San Ramon CA 94583	Excellent	1 Captain, 1 Engineer, 1 Firefighter/Paramedic, Training Captain/Safety Officer		2002
31	800 San Ramon Valley Blvd., Danville CA 94526	Good	1 Battalion Chief, 2 Captains, 2 Engineers, 2 Firefighters/Paramedics		1970
32	1101 Stone Valley Rd. Alamo CA 94507	Fair - to be replaced	~~2~~ 1 Captains, 2 ~~—~~ 1 Engineers, 2 Firefighters/Paramedics	Replace, relocate (planned)	1957
33	1051 Diablo Rd. Danville CA 94526	Good	1 Captain, 1 Engineer, 1 Firefighter/Paramedic		1965
34	12599 Alcosta Blvd. San Ramon CA 94583	Good	2 Captains, 2 Engineers, 2 Firefighters/Paramedic		1980
35	505 Silver Oak Ln. Danville CA 94506	Good	2 Captains, 2 Engineers, 2 Firefighters/Paramedics		1985
36	2001 Lusitano St. Blackhawk, CA 94506	Excellent	1 Captain, 1 Engineer, 1 Firefighter/Paramedic		2009
37	10207-A Morgan Territory Rd., Livermore CA 94551	Good	Unstaffed (~~15 on-call firefighters~~ 11 on-call volunteers)		1992
38	1600 Bollinger Canyon Rd., San Ramon CA 94583	Good	1 Captain, 1 Engineer, 1 Firefighter/Paramedic		1989
39	9399 Fircrest Ln. San Ramon CA 94583	Good	1 Captain, 1 Engineer, ~~3~~ Firefighters, 2 Paramedics, 3 Firefighter/Paramedics	~~Relocate farther north~~	1998
40	9017 Double Tree Lane Livermore, CA 94550	Good	Unstaffed (3 on-call ~~firefighters~~ volunteers)		NP
Moraga-Orinda FD					
41	1280 Moraga Way Moraga CA 94556	Fair/Poor	1 Captain, 2 Engineer, 2 Firefighters	~~Replace or rehabilitate~~ Rehabilitation planned 2019	1967
42	555 Moraga Rd. Moraga CA 94556	Excellent	1 Captain, 1 Engineer, 1 Firefighter		2001
43	20 Via Las Cruces Orinda, CA 94563	Fair/Poor	1 Captain, 1 Engineer, 1 Firefighter	~~Replace or rehabilitate.~~ Rebuild in-progress; expected completion 2017	1952
44	295 Orchard Rd. Orinda CA 94563	Excellent	1 Captain, 1 Engineer, 1 Firefighter		2006
45	33 Orinda Way Orinda CA 94563	Good	1 Captain, ~~2~~ 1 Engineers, 2 Firefighters, 1 Battalion Chief; Bd'l risk-based staff as needed	Remove fuel tanks ~~(planned)~~ (completed)	1969

Table 3-8 from 2009 MSR, Updated 2015: Fire Station Condition, Staffing and Apparatus

FS	Address	Condition	Staff	Needs	Year
East Contra Costa FPD					
52	201 John Muir Parkway, Brentwood CA 94513	Excellent	1 Captain, 1 Engineer, 1 Firefighter		2002
54	739 1st St., Brentwood CA 94513	Poor	~~1 Captain, 1 Engineer~~ CLOSED	~~Replace, relocate~~ (planned) CLOSED	Early 1940s
57	3024 1st St., Byron CA 94513	Fair	~~1 Engineer, 1 Firefighter~~ CLOSED		1970s
58	1535 Discovery Bay Blvd., Discovery Bay CA 94514	Poor	~~1 Captain, 1 Firefighter~~ CLOSED	~~Repair or close~~ CLOSED (Sept. 21, 2014)	1970s
59	1801 Bixler Rd., Discovery Bay CA 94513	Excellent	1 Captain, 1 Engineer, 1 Firefighter	Relocate farther south	2003
93	~~215 2nd Street,~~ 530 O'Hara Avenue, Oakley CA 94561	~~Fair~~ Excellent	1 Captain, 1 Engineer, 1 Firefighter	~~Replace, relocate farther~~ south (planned) New station constructed	~~1960s~~ 2012
94	215 A St., Knightsen CA 94548	Fair	~~1 Captain, 1 Firefighter~~ CLOSED	CLOSED (May, 2015)	1960s
95	3045 Ranch Ln., Bethel Island CA 94511	Poor	~~1 Captain, 1 Firefighter~~ CLOSED	Repair	1961
City of Richmond					
61	140 W. Richmond Ave. Richmond CA 94801	Fair	1 Captain, 1 Engineer, 1 Firefighter	~~New roof~~ n/a	1960
62	1065 7th St. Richmond CA 94801	Fair	1 Captain, 1 Engineer, 1 Firefighter	Seismic upgrade	~~Late~~ 70s
63	5201 Valley View Rd. El Sobrante CA 94803	Fair	1 Captain, 1 Engineer, 1 Firefighter	Replace	~~Late~~ 80s
64	4801 Bayview Ave. Richmond CA 94804	Fair	2 Captains, 2 Engineers, 2 Firefighters	Seismic upgrade	~~Late~~ 70s
66	4100 Clinton Ave. Richmond CA 94805	~~Fair~~ Poor	1 Captain, 1 Engineer, 1 Firefighter	Replace	~~Early~~ 1940s
67	1131 Cutting Blvd. Richmond CA 94804	Fair	1 Captain, 1 Engineer, 1 Firefighter	Seismic upgrade	~~1942~~ 1943
68	2904 Hilltop Dr. Richmond CA 94806	Fair	1 Captain, 1 Engineer, 1 Firefighter	Seismic upgrade, ~~renovate~~	~~1984~~ 1982
City of El Cerrito					
71	10900 San Pablo Ave. El Cerrito, CA 94530	Fair	1 Captain, 1 Engineer, 1 Firefighter, Battalion Chief	Expand or replace	1960
72	1520 Arlington Ave. El Cerrito, CA 94530	Excellent	1 Captain, 1 Engineer, 1 Firefighter		~~2001~~ 1997
65	217 Arlington Ave. Kensington CA 94707	~~Good~~ Fair	1 Captain, 1 Engineer, 1 Firefighter		1971

Table 3-8 from 2009 MSR, Updated 2015: Fire Station Condition, Staffing and Apparatus

FS	Address	Condition	Staff	Needs	Year
City of Pinole					
73	880 Tennent Ave Pinole, CA 94564	~~Good~~ Poor	1 Captain, 1 Engineer, 1 Firefighter/Paramedic	~~Replace or relocate~~ south	1984
74	3700 Pinole Valley Rd. Pinole, CA 94564	Good	~~1 Captain, 1 Engineer, 1~~ Firefighter Unstaffed		2003
Rodeo-Hercules FPD					
75	326 Third St. Rodeo, CA 94572	Good	1 Captain, 1 Engineer, 1 Firefighter/Paramedic 24		1995
76	1680 Refugio Valley Rd. Hercules, CA 94547	Good	1 Captain, 1 Engineer, 1 Firefighter/Paramedic		1991
Crockett-Carquinez FPD					
77	49 Canyon Lake Dr. Port Costa, CA 94569	Good	Unstaffed		1990
78	746 Loring Ave. Crockett, CA 94525	Fair	Three (7 p.m. - 7 a.m.) None (7 a.m. - 7 p.m.)	Repair	1957
79	1425 Lillian St. Crockett, CA 94525	Excellent	Unstaffed by CCFPD AMR paramedic housed		2002

Source: 2009 MSR; 2015 LAFCO Request for Information
Notes:
(1) Fire station condition definitions: Excellent—relatively new (less than 10 years old) and requires minimal maintenance. Good—reliable and requires only routine maintenance. Fair—non-routine renovation, upgrading and repairs are needed to ensure continued reliable operation. Poor—replacement or major renovations are required to restore the facility and ensure reliable operation.

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Appendix E

FIRE BRIGADES

FIRE BRIGADES

Private Fire Brigades – Within Contra Costa County, there are four fuel refineries (Chevron, ConocoPhillips, Shell, and Tesoro), one large chemical plant complex (Dow Chemical), and one large sugar processing plant (C&H Sugar).

One refinery, Chevron, has a full-time, paid fire department. The others operate fire brigades, with a manager functioning as the Fire Chief in addition to other duties. Initial attack response capabilities for these six facilities are summarized as follows:

- Chevron (Richmond) – Chevron operates its own, private fire department, which is comprised of 31 full-time personnel, including a full-time Fire Chief, six subordinate Chief Officers, Captains, Lieutenants, and Firefighters. Chevron Fire has an on-duty daily minimum staffing level of four (4) personnel, who are supplemented by 10-15 Operators.
- Chevron Fire employs an Emergency Response Preparedness Coordinator (ERPC), who is a direct report to the Fire Chief.
- Chevron Fire has an operating agreement with the City of Richmond Fire Department.
- ConocoPhillips (Hercules) – Conoco operates a private fire brigade, comprised of Operators who work at the refinery.
- ConocoPhillips has an operating agreement with the Rodeo-Hercules Fire District.
- Shell (Martinez) – Shell operates a private fire brigade, comprised of Operators who work at the refinery.
- Tesoro (Unincorporated Contra Costa County) – Tesoro operates a private fire brigade, comprised of Operators who work at the refinery.
- Dow Chemical (Pittsburgh) – Dow Chemical operates a private fire brigade, comprised of Operators who work at the site.
- C&H Sugar (Crockett) – C&H Sugar operates a private fire brigade, comprised of Operators who work at the site.

All refineries have members that attend biannual or annual refinery training at the Texas A & M Engineering Extension (TEEX) facility in Texas.

Chevron Fire is presently aligned with the California State Fire Training standards for Firefighter-I and II; Hazardous Materials Technician and Specialist; and TEEX. Chevron Fire offers training opportunities for local government firefighters through its training center and free TEEX courses in Texas.

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C&H Sugar and Tesoro lie outside any fire district boundary in unincorporated areas of the County.

Presently, local government fire service agencies are expected to respond to both routine and major emergencies at all these facilities to provide personnel, equipment, ALS first-responder medical care, ALS ambulance transport, and fire investigation. These responses are provided either through automatic-aid, mutual-aid, or as the AHJ.

Mutual Aid from the refineries is infrequent and only Chevron could provide services other than petro-chemical emergency response off-site.

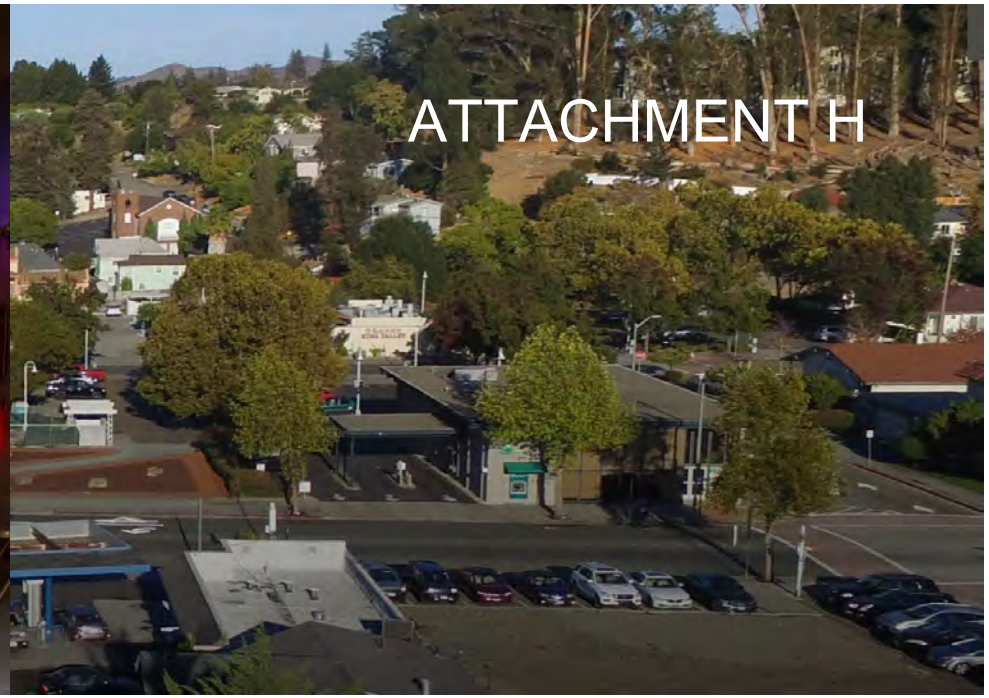
These facilities have the operational and overhead capacity to handle small incidents without mutual aid from local government agencies. Medium and large incidents require support and management from local agencies. Large incidents, particularly those involving off-site releases, require the use of an incident management team (IMT), the activation of emergency operations center(s) (EOCs), and public information functions. These are not presently well defined or exercised.

In 1980, several refineries signed a cooperative mutual aid agreement, known as the Petro-Chemical Mutual Aid Organization (PMAO). This emergency response cooperative was formed with the purpose of providing materials and equipment during an emergency. Presently, all four refineries, Dow Chemical, the Valero refinery (in Benicia), ConFire, and West Sacramento Fire are participating members. PMAO meets monthly. Emergency services include specially trained personnel, high capacity fire pumps, and large quantities of firefighting foam. These resources are also available to municipal fire agencies for large petro-chemical incidents through mutual-aid requests. PMAO mutual-aid response capabilities are organized into four (4) taskforces, which are categorized as follows:

1. Firefighting tactics
2. Foam and water supply tactics
3. Tank fire suppression (tanks <200-ft in diameter)
4. Tank fire suppression (tanks >200-ft in diameter)

The PMAO agreement is not integrated into the County Mutual Aid Plan.

Source: Fire Chief Stephen Healy, MOFD, Contra Costa County Operational Area mutual aid Coordinator; Lewis Broschard III, Deputy Chief, ConFire.



EMC research

Likely Voter Survey

City of Pinole

November 2019

Methodology

EMC research

- Survey of likely November 2020 voters in Pinole, California
- Hybrid phone and email-to-web methodology
- Survey conducted November 4 – 12, 2019
- 426 interviews; overall margin of error ±4.75 percentage points
- Surveys conducted by phone were done by trained, professional interviewers; landlines and mobile phones included
- Respondents were sent an email invitation with a link to take the survey online
- Offered in English and Spanish

Please note that due to rounding, some percentages may not add up to exactly 100%.

Key Findings

EMC research

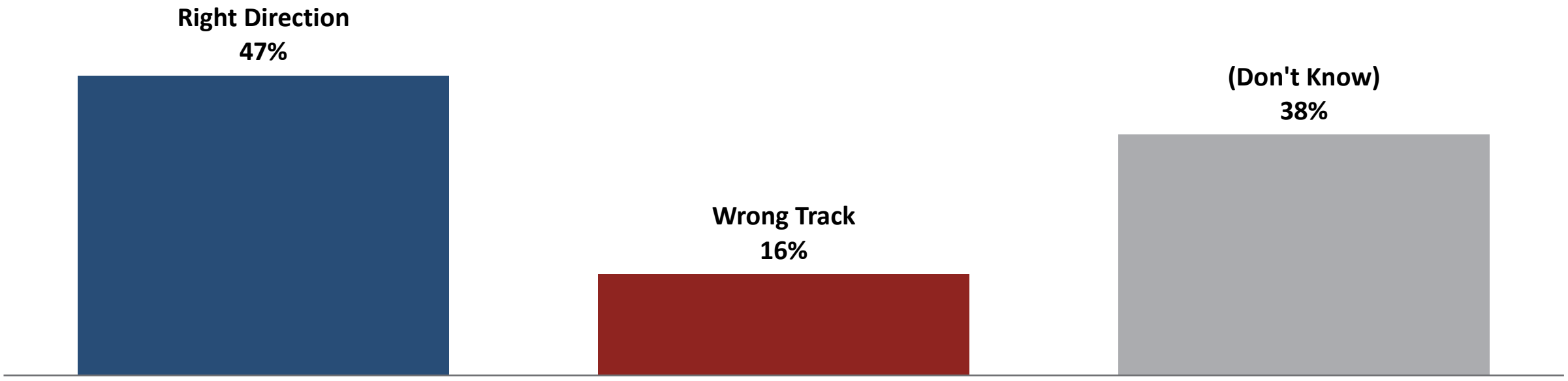
- Voters in Pinole are feeling optimistic about the direction of the City and rate City services very favorably.
- A potential $698 parcel tax to fund enhanced fire services falls short of the two-thirds threshold needed for passage.
- An alternate option of $498 to re-open Fire Station 74 and continue providing services independently also falls short of two-thirds.
- Additional information does not move the needle in terms of support for the measure, but modest opposition messaging does negatively impact support.

EMC research

Issue Environment

Right Direction/Wrong Track

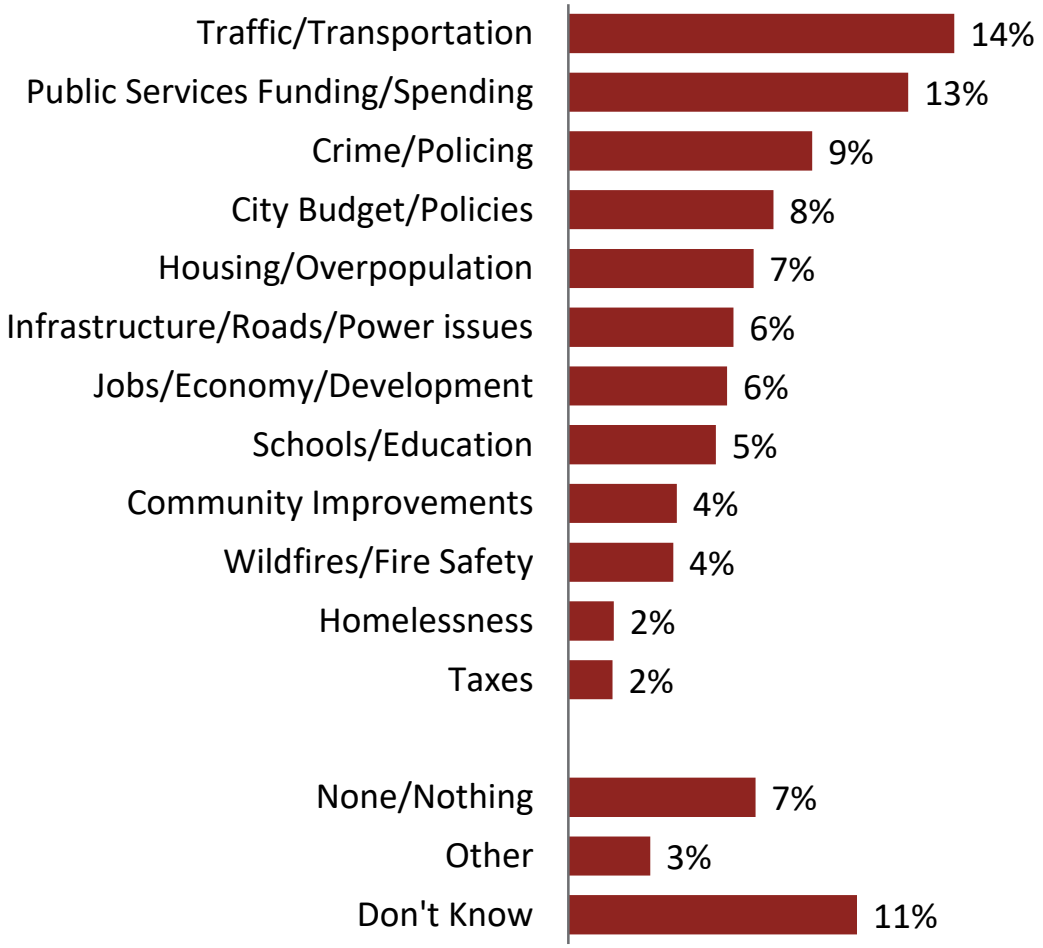
Voters are feeling optimistic about the direction of the City.



Q4. Do you feel that things in the City of Pinole are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?

Most Important Problem

There is not one single top of mind issue for voters, but transportation and public services spending rise to the top.

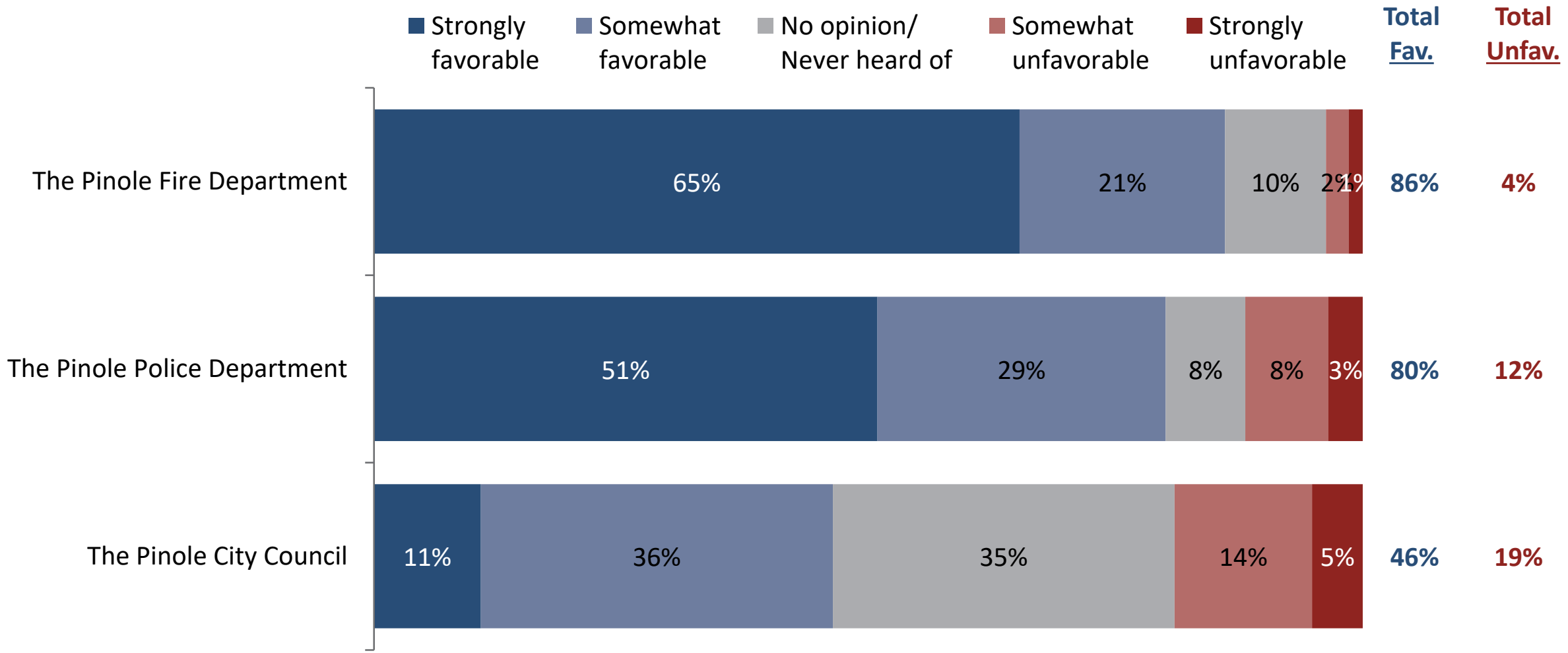


Q5. What do you think is the most important issue facing the City of Pinole today?

Pinole Favorable Ratings

EMC research

Voters have a very favorable opinion of the Pinole Fire Department. The Pinole Police Department is also viewed favorably, albeit with less intensity. One-third of Pinole voters cannot rate the City Council, but it is generally viewed favorably by those with an opinion.

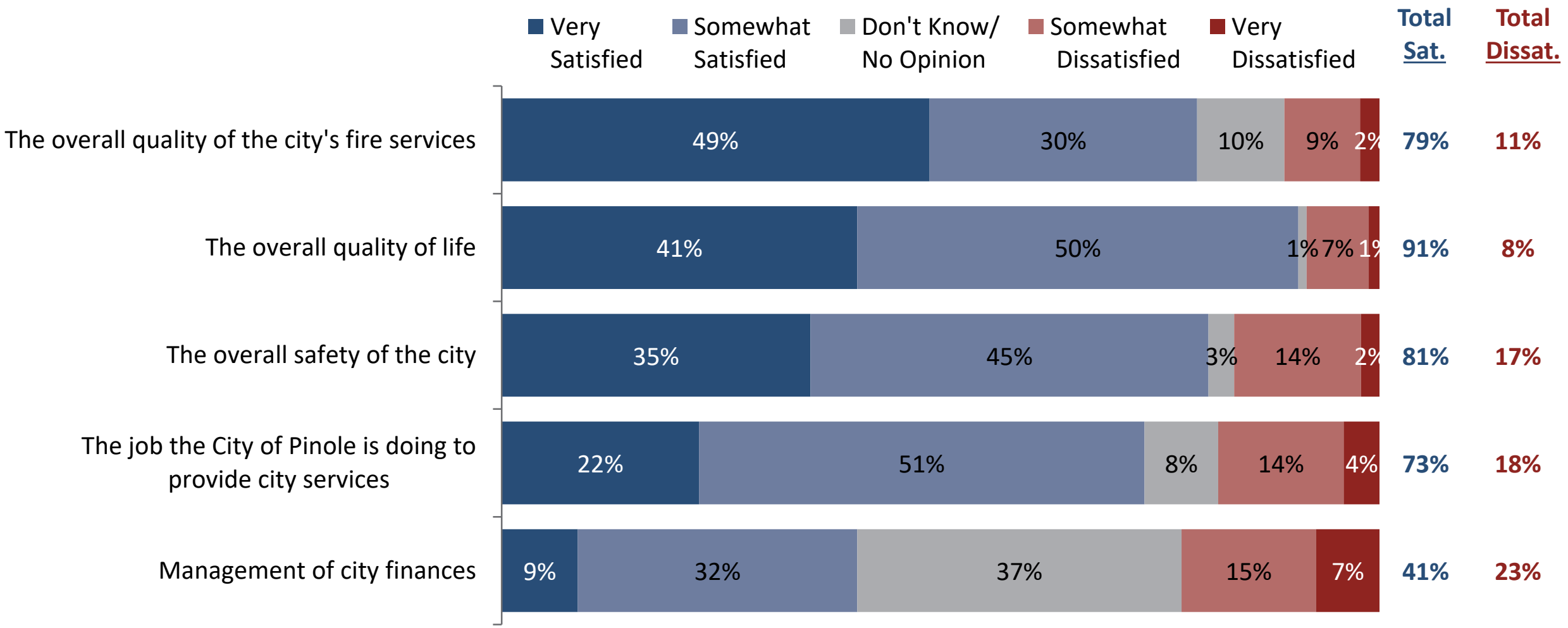


Q6-8. I'm going to read you a list of several people and organizations. Please tell me if you have a strongly favorable, somewhat favorable, somewhat unfavorable or strongly unfavorable opinion of each one. If you have never heard of one, please just say so.

Satisfaction with City Services

EMC research

Voters are satisfied with the overall quality of life in Pinole, and the City's fire services receive a strong satisfaction rating.

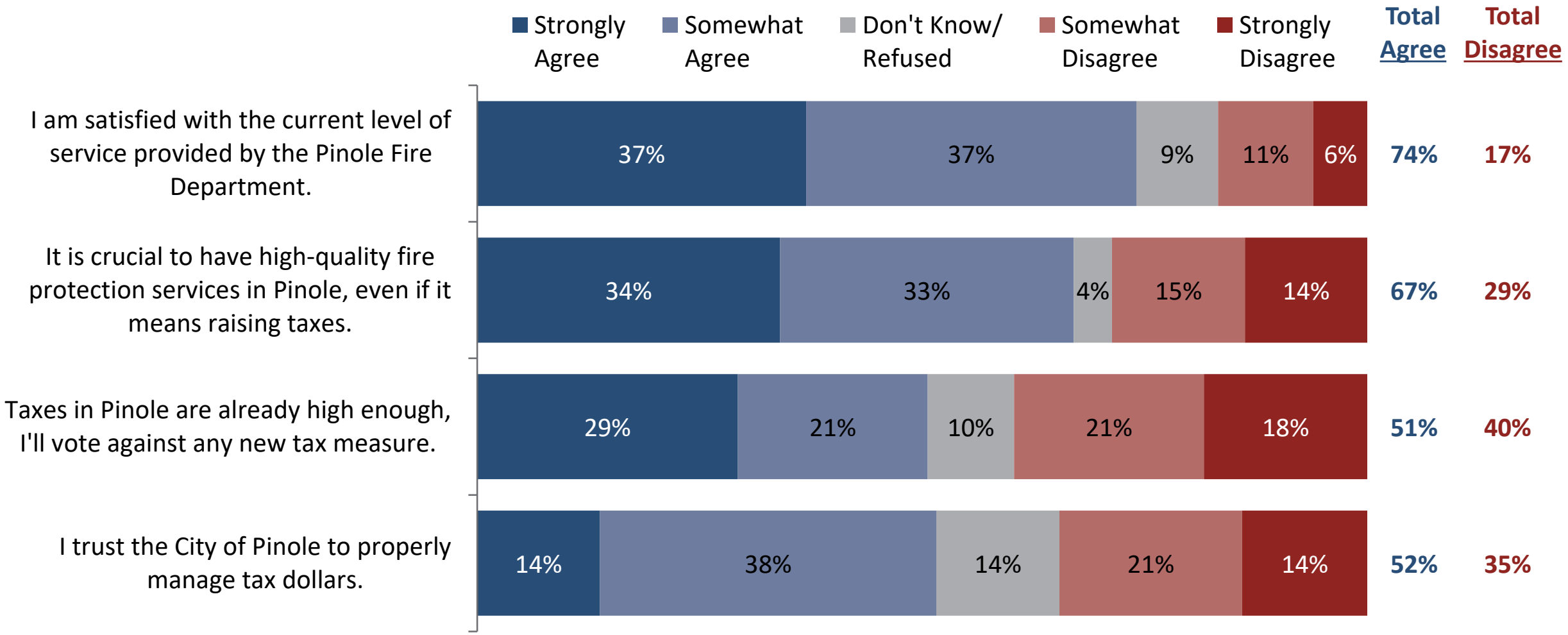


Q9-13. Would you say you are very satisfied, somewhat satisfied, somewhat dissatisfied or very dissatisfied with each of the following in Pinole?

Agree/Disagree Statements

EMC research

There is satisfaction with the current level of service provided by the PFD. While a majority agree it is crucial to have high quality fire services, even if it means raising taxes, a majority also indicate they will vote against any new tax measures.



Q27-30. Please tell me whether you strongly agree, somewhat agree, somewhat disagree or strongly disagree with each of the following statements.

EMC research

Support for a Potential Parcel Tax

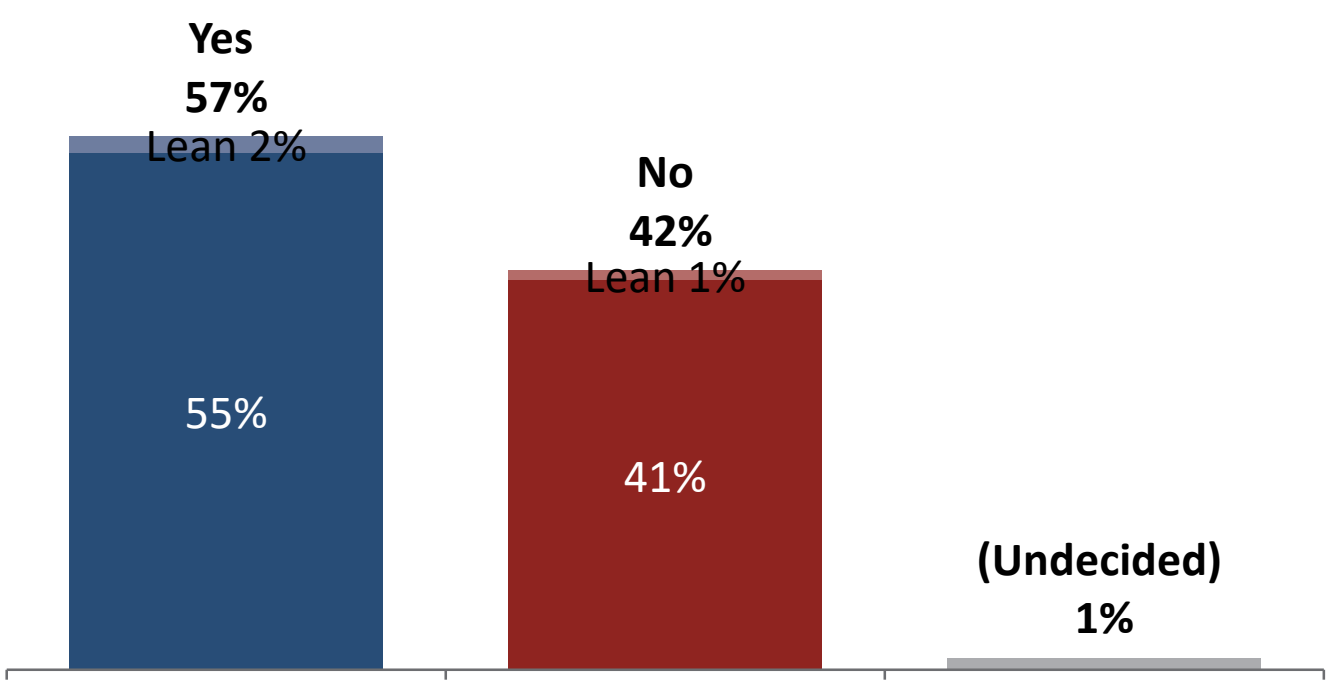
Initial Vote – $698 Parcel Tax

EMC research

A majority of residents initially support a $698 Parcel Tax, but the initial support falls well-short of the two-thirds threshold required for passage.

To re-open Fire Station 74 on Pinole Valley Road to improve 911 response times, increase disaster response capabilities, and enhance fire protection services by contracting with Contra Costa Fire Protection District, shall the City of Pinole adopt a measure to levy $698 per single family parcel, other parcel types at specified rates, until ended by voters, raising $4,500,000 annually, with exemptions for low-income seniors, with all money spent on fire protection services in Pinole?

If the election were held today, would you vote yes to approve or no to reject this measure?



Q14. Next I'm going to read you a measure that may appear on the ballot in the future.

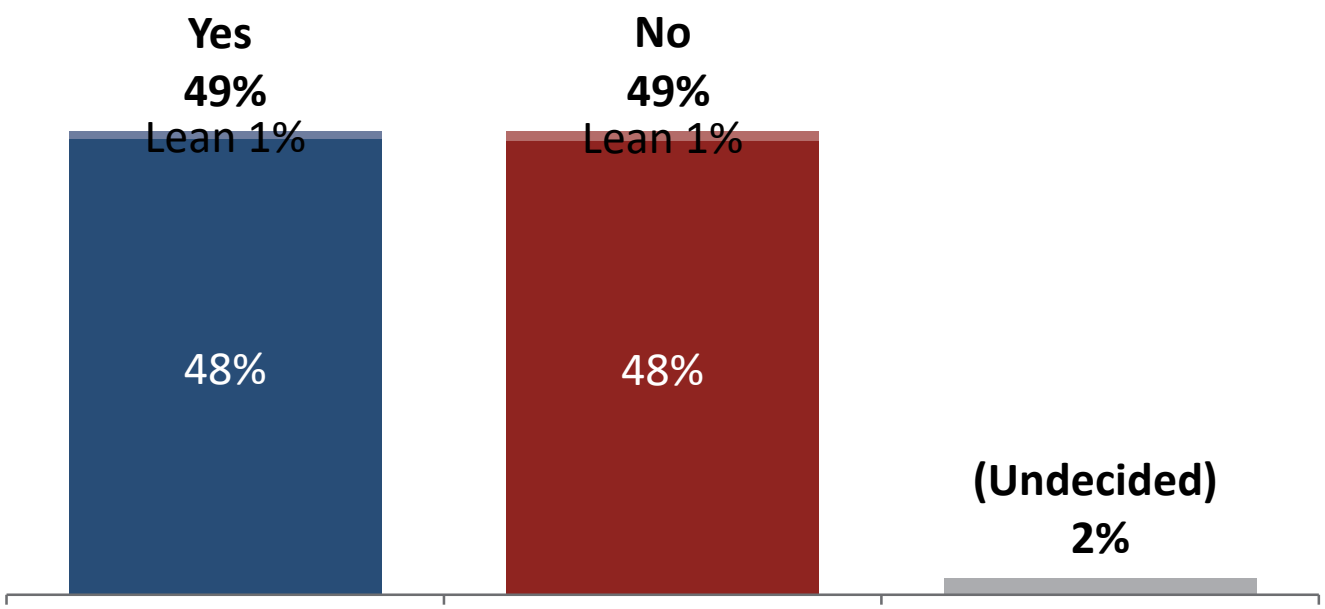
Initial Vote – Alternative Option

EMC research

Opinion is evenly split on the $498 alternative parcel tax option.

*The City of Pinole could consider an alternate option to the measure you just heard. This option would result in the City reopening Fire Station 74 and continuing to provide fire protection services independently. This option would **NOT** include additional service capacity with Contra Costa Fire Protection District, and the annual levy would be $498 per parcel per year, raising approximately $3,000,000 annually.*

Based on what you heard, would you vote yes to approve or no to reject this option?

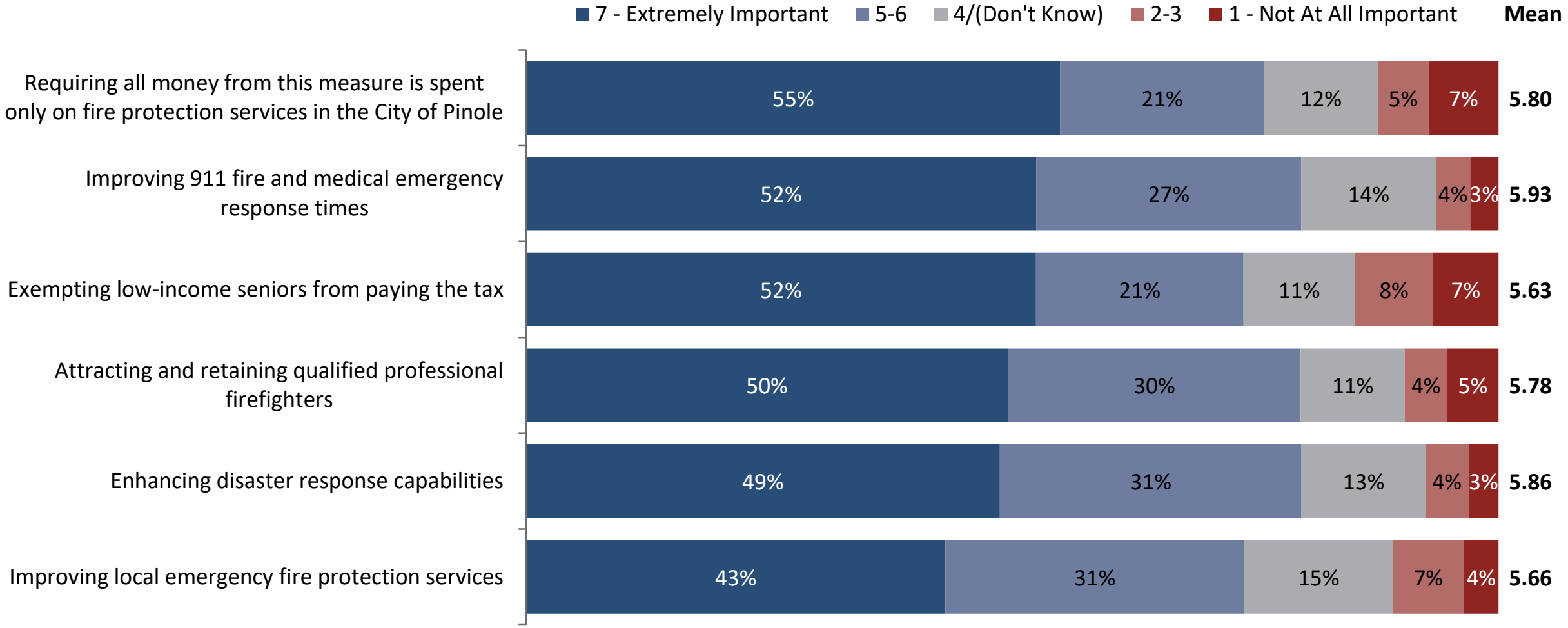


Q15. The City of Pinole could consider an alternate option to the measure you just heard... Based on what you heard, would you vote yes to approve or no to reject this option?

Measure Components Importance

EMC research

Top measure components include the requirement that all funds be spent in Pinole on fire protection, and improving 911 response times. Retaining quality firefighters, and enhancing disaster response are also very important.

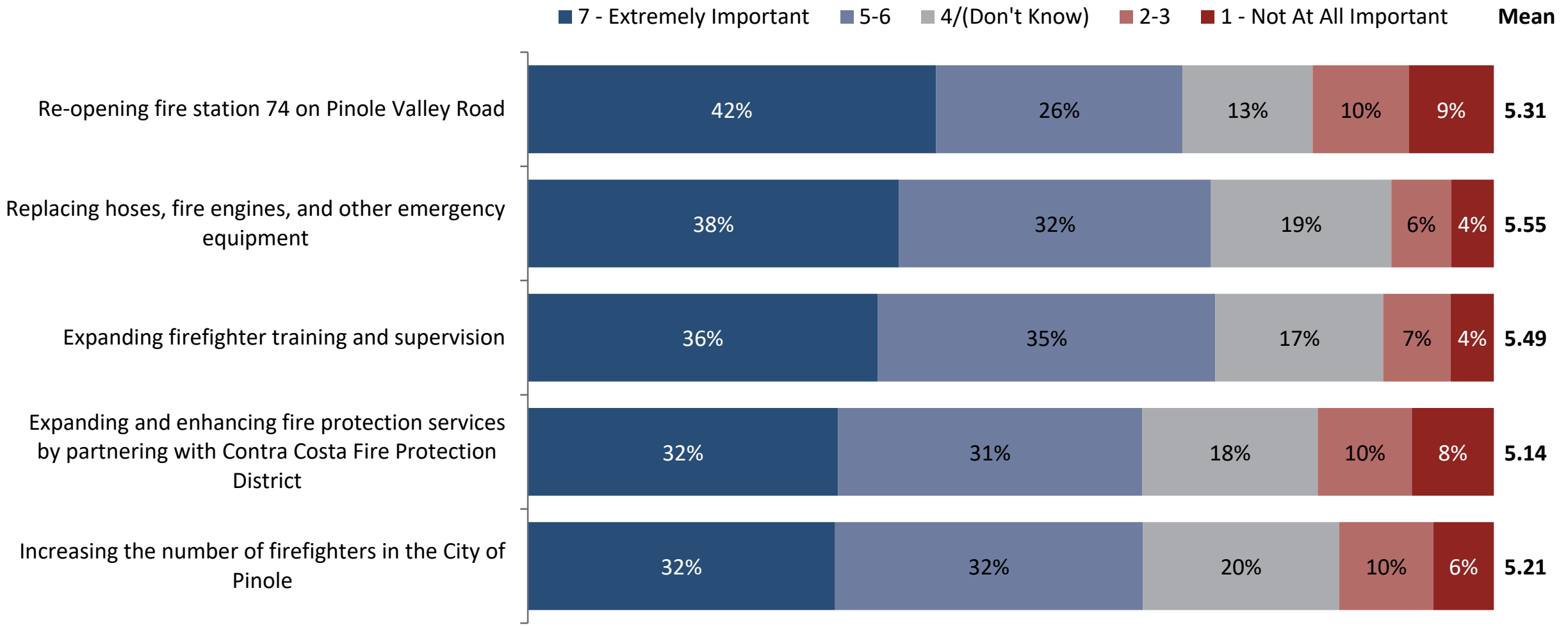


Q16-26. I'm going to read you a list of items that this measure could help pay for. After each one, please rate how important that item is to you, using a scale of 1 to 7, where 1 means not at all important, and 7 means extremely important.

Measure Components Importance (Cont.)

EMC research

Less important to voters (but still important overall) are the expansion of the Contra Costa Fire Protection District partnership, and increasing the number of firefighters in Pinole. Re-opening Station 74 is rated as unimportant to 1-in-5 voters.

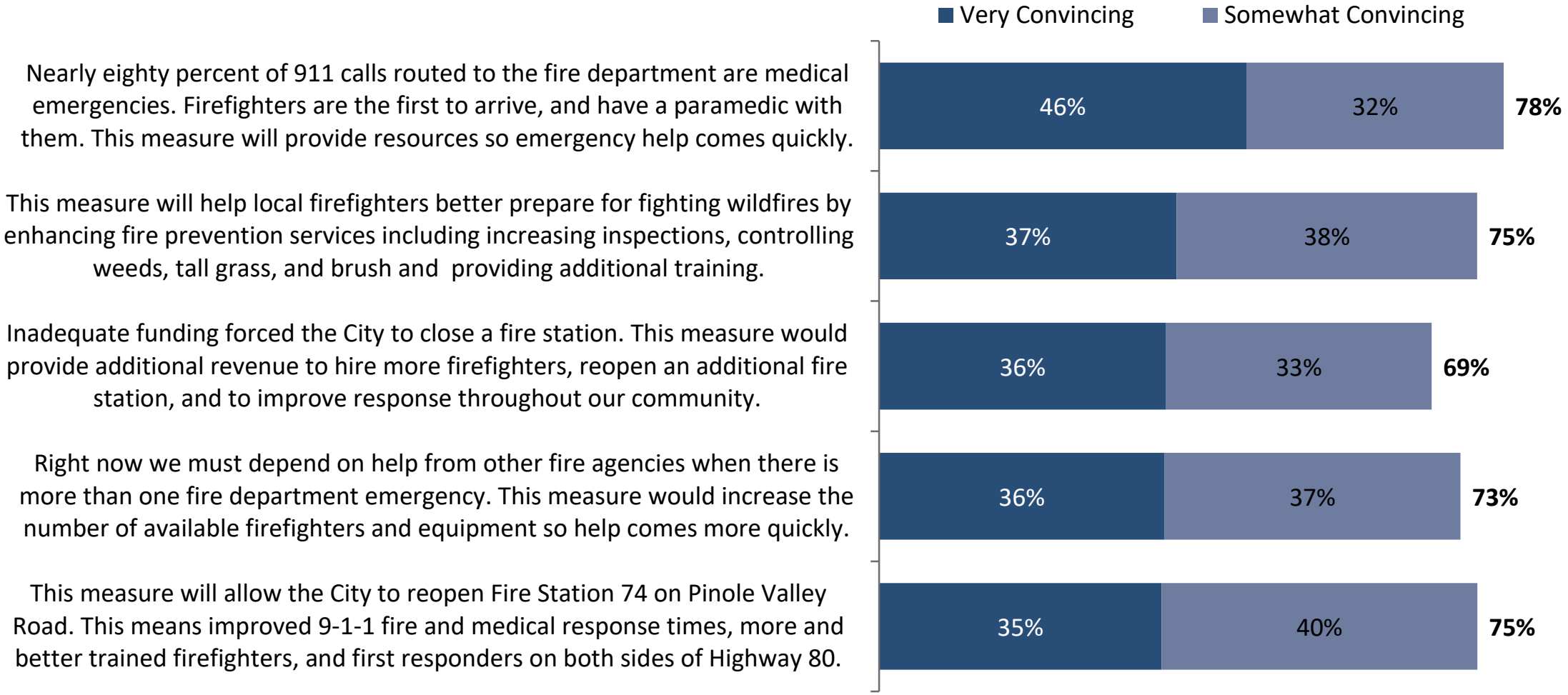


Q16-26. I'm going to read you a list of items that this measure could help pay for. After each one, please rate how important that item is to you, using a scale of 1 to 7, where 1 means not at all important, and 7 means extremely important.

Parcel Tax Support Statements

EMC research

That the great majority of calls routed to the PFD are medical emergencies is the most convincing reason to support a measure that increases fire protection services in the City. Medical response improvements are a compelling theme.

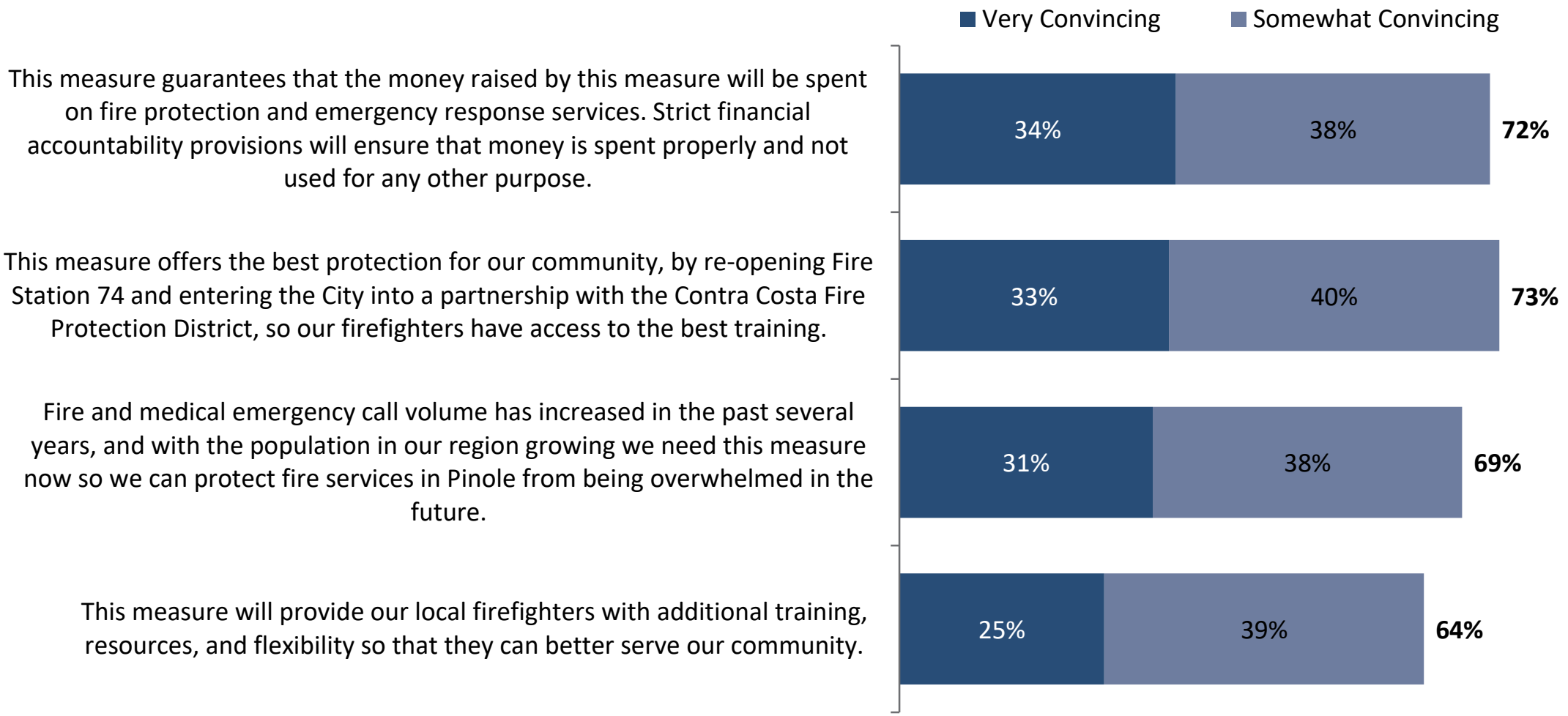


Q31-39. Next, I'd like to read you statements people who support the proposed measure for Pinole might say. After each one, please tell me how convincing that statement is as a reason to vote for the measure.

Parcel Tax Support Statements

EMC research

Voters are less convinced by information focused on population growth and hiring and training of firefighters.

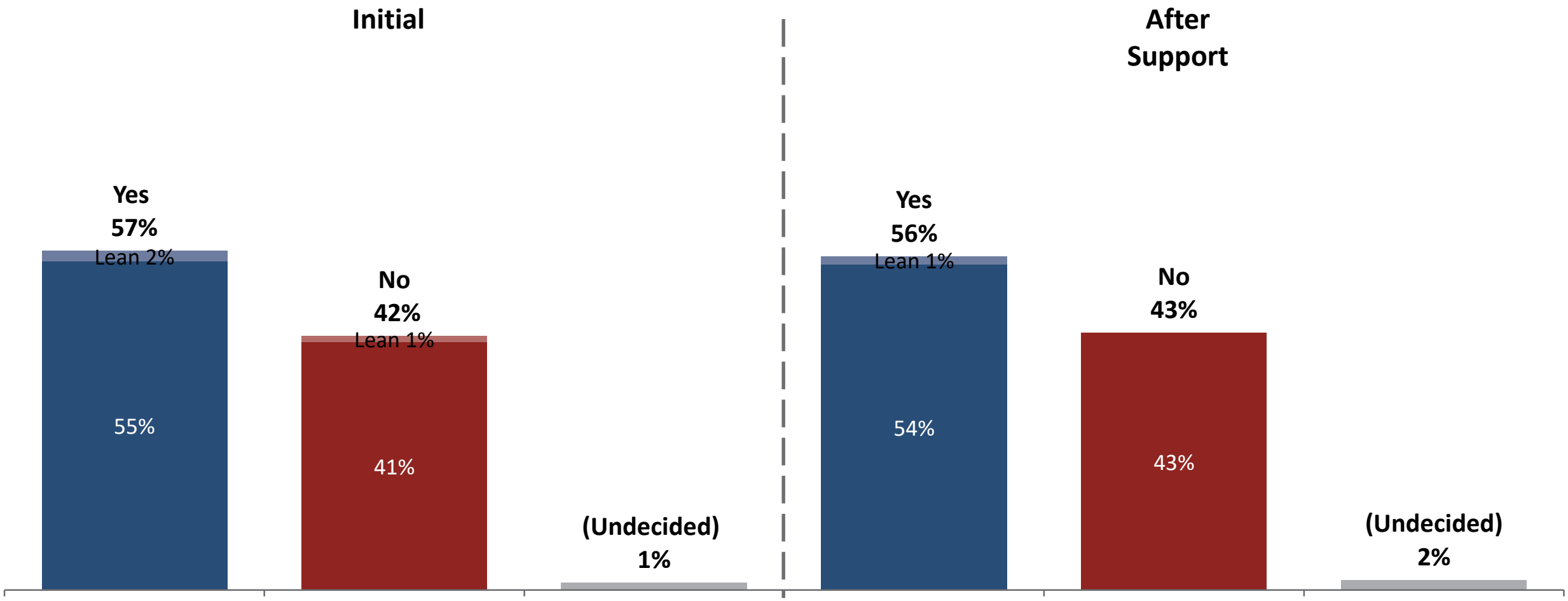


Q31-39. Next, I'd like to read you statements people who support the proposed measure for Pinole might say. After each one, please tell me how convincing that statement is as a reason to vote for the measure.

Vote After Support – $698 Parcel Tax

EMC research

After additional information, there is not a significant change in voters' approval of the measure.

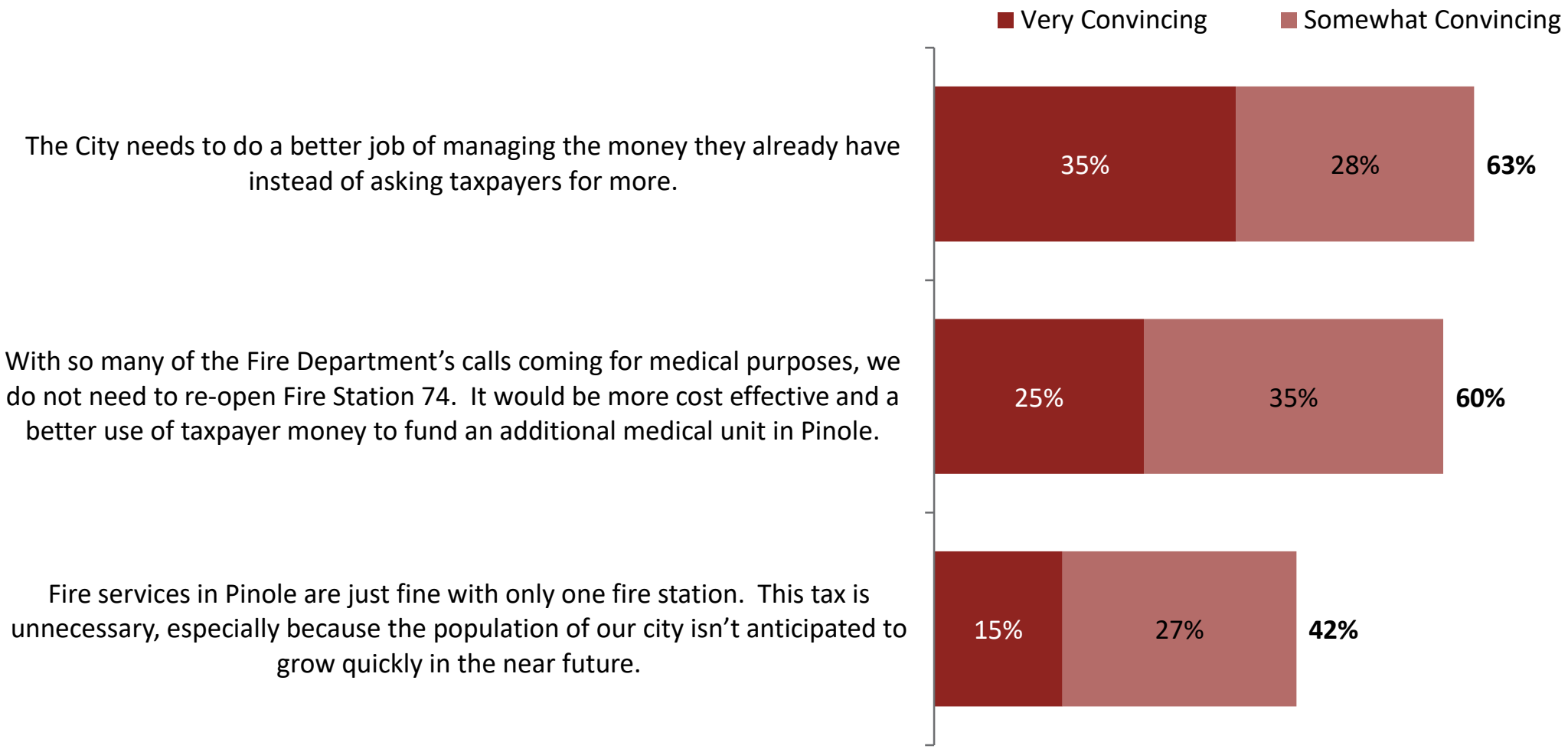


Q40. Given what you've heard, I'd like to ask you about the measure again… If the election were held today, would you vote yes to approve or no to reject this measure?

Parcel Tax Opposition Statements

EMC research

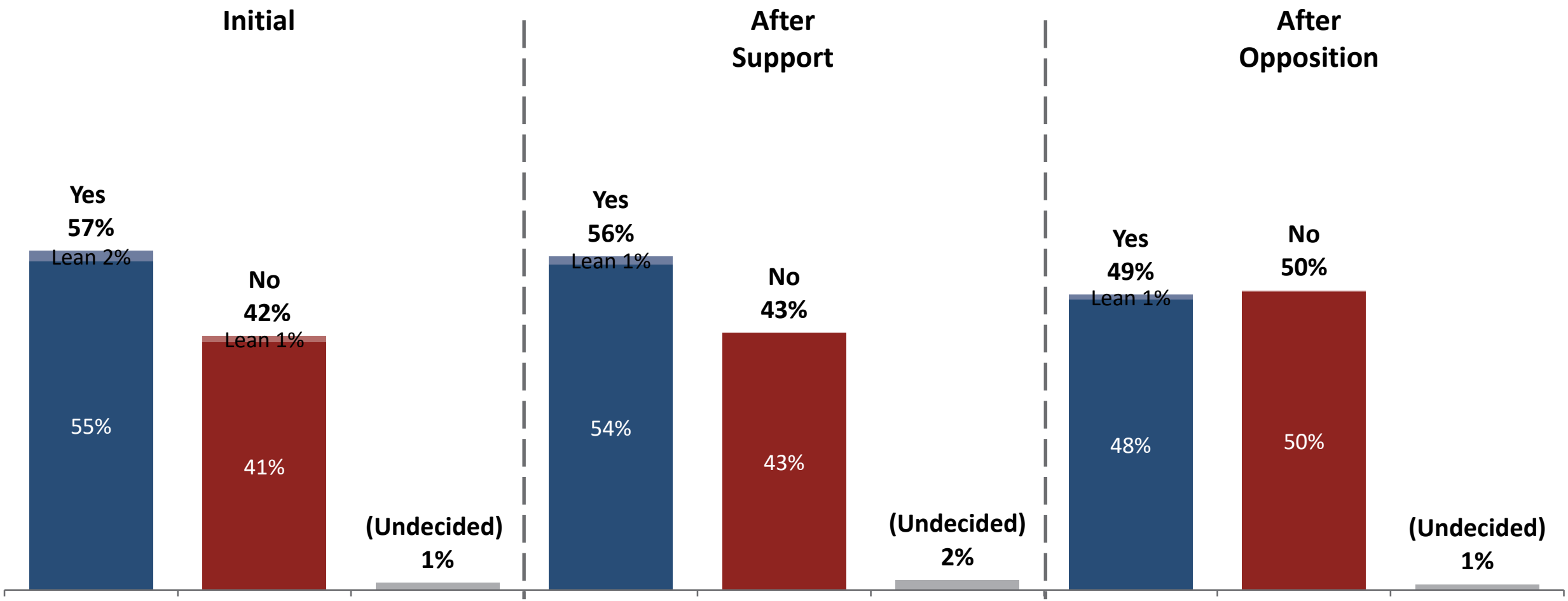
Potential opposition arguments are compelling to voters.



Q41-43. Next, I'd like to read you statements that people who oppose the proposed measure for Pinole might say. After each one, please tell me how convincing that statement is as a reason to vote against the measure.

Vote After Potential Opposition

Even modest opposition messaging erodes support for a potential measure.

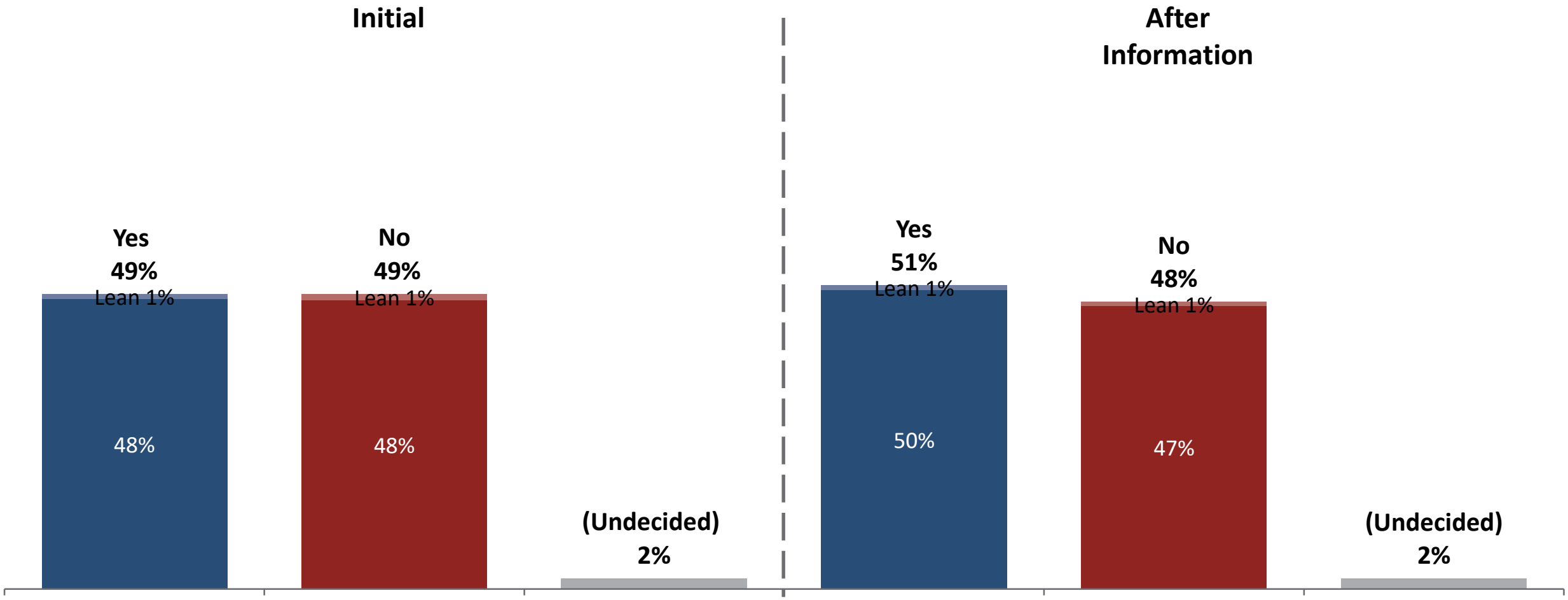


Q44. Now given everything you've heard, if the election were held today would you vote yes to approve or no to reject the proposed $698 per parcel tax in the City of Pinole to fund fire services?

Vote After Information – Alternative Option

EMC research

After messaging, the alternative option that sees a lesser per-parcel levy on residents is not viewed more favorably by a significant margin.



Q45. Lastly, if the election were held today would you vote yes to approve or no to reject the alternate option… with an annual levy of $498 per parcel per year in the City of Pinole to fund fire services?

Conclusions

EMC research

- Voters are satisfied with current service levels and indicate a potential willingness to invest in fire services.
- A potential parcel tax to fund maintained or enhanced fire services in Pinole does may be challenging at this time at the tax amount tested.
- This research could provide opportunities to refine the ballot language, based on known interests of the community, in the event re-testing language next year is of interest to the City.
- Should the City place a measure on a future ballot, a privately funded campaign effort is recommended.

EMC research

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Brendan Kara
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ATTACHMENT I

CITY COUNCIL REPORT

Administrative Fire Captain Duties and Responsibilities

- **Report Management System (RMS) Administration**
  - Our Fire RMS system is not operating optimally. Not all incidents generate reports in the software, and of those generated, some reports are retrievable, while others are not. This represents potential serious liability for the City. The solution is to have a program manager who can audit reports, and work with IT to address these systemic problems, thereby facilitating proper completion and archiving of emergency incident reports. The Administrative Captain would be this program manager.
- **Electronic Daily Staffing Software Administration**
  - Currently, PFD is using an antiquated method for managing daily staffing and accountability – pen and paper in a logbook – for payroll and other purposes. PFD is the only fire agency in the County who still does this. Electronic staffing software like Telestaff and CrewSense interface with payroll software and streamline this and other processes such as leave management and overtime assignment. The Administrative Captain would manage this program as well.
- **Policy/Procedure Implementation and Administration**
  - The Fire Department currently has no cogent, cohesive set of departmental policies and procedures.
    - We have contracted with Lexipol, a program designed to address the issue above. However, Lexipol assumes that there is a program manager dedicated to overseeing and administering this endeavor. The Administrative Captain would fill this role.
- **Emergency Medical Services (EMS) Administration**
  - Narcotics tracking and inventory
    - Management/administration of the County-mandated software for narcotics tracking.
      - PFD is the only agency in the County who does not have an electronic narcotics tracking system. Currently, we conduct a manual daily inventory on a paper log sheet, then email same to County EMS on a weekly basis. The County EMS Medical Director has mandated that PFD adopt a narcotics tracking software system comparable to other County fire and EMS agencies. The Administrative Captain would serve as this program manager.

- EMS Training Program Design
  - Quarterly classroom instruction
  - Continuing Education (CE)
  - Skills Verification
  - Liaison with contracted skills instructor.
  - Liaison with County EMS Agency (LEMSA)
  - Mandatory Standards Compliance (National, State, and LEMSA)
  - Certification/Accreditation
  - Records Keeping

- **Fire Training**
  - Fire Training Program Design
    - Develop, revise, and evaluate departmental company performance standards
    - Secure training sites
    - Schedule single company drills/Multi-company drills
    - Liaison for new recruits in training academies (Berkeley, Confire, or other)
    - Target Solutions training software administration and assignment of online classes
    - Mandatory standards compliance (NFPA, OSFM)
    - Certification/accreditation
    - Maintain awareness of new developments in the field of firefighter safety and incorporate new developments as appropriate into programs
    - Records keeping
- **Vehicle Maintenance**
  - Scheduling
  - Records keeping
- **Cost Recovery**
  - Management/administration of incident cost recovery program (primarily via motor vehicle accidents and associated auto insurance claims)
- **Departmental Projects**
  - Manage the department's Emergency Operations Plan (EOP) and Emergency Operations Center (EOC)
  - Act as liaison with California Office of Emergency Services and Contra Costa County Emergency Management
  - Other projects as needed

- **Other Essential Duties and Functions**
  - Receive and evaluate a variety of documents, reports, and statistical information for the department

- Prepare and maintain special reports, letters, proposals, and records on fire activities
- Review incident reports
- Prepare and present staff reports and other necessary correspondence
- Oversee and control the purchasing, maintenance, and inventory of all fire related equipment and property including communication equipment, vehicles and related equipment, computer equipment, and safety equipment. Identify additional funding requirements
- Coordinate purchasing of departmental supplies
- Provide administrative oversight and coordination support for all annual employee physicals
- Participate in the department's recruitment and promotional selection processes
- May respond to incidents at the request of the Incident Commander
- Represent the Fire Department to other departments, elected officials, and outside agencies; act as liaison to other agencies; serve on a variety of committees and task forces; attend and participate in professional group meetings
- Act as the departmental safety officer
- Ensure fire personnel are developed to prepare for succession planning within the agency
- Assist the Fire Chief in the development and implementation of a comprehensive strategic plan for the Fire Department
- Develop tactical objectives to reach departmental strategic goals
- Assist the Fire Chief in the annual development and administration of the departmental budget
- Monitor expenditures
- Ensure compliance with financial priorities as determined by the Fire Chief
- Recommend budget adjustments as needed
- Research grant opportunities
- Respond to and resolve citizen inquiries and complaints

ATTACHMENT J

CITY COUNCIL REPORT

How Having an Administrative Fire Captain Will Fortify the Fire Department

- **Better Performance**
  - Manage the department's Emergency Operations Plan (EOP) and Emergency Operations Center (EOC).
  - Act as liaison with California Office of Emergency Services and Contra Costa County Emergency Management.
  - Develop, revise, and evaluate departmental company performance standards.
  - Assess, analyze, and determine required skills and capabilities of all departmental personnel to meet requirements of job descriptions.
  - Provide administrative oversight and coordination support for all annual employee physicals.
  - Participate in the department's recruitment and promotional selection processes.
  - Provide oversight to the department's apparatus and equipment maintenance program; ensure all Fire Department vehicles, apparatus, and equipment are maintained at a highly operational level.
  - May respond to incidents at the request of the Incident Commander.
  - Represent the Fire Department to other departments, elected officials, and outside agencies.
  - Act as liaison to other agencies; serve on a variety of committees and task forces; attend and participate in professional group meetings.
  - Coordinate assigned activities with those of other departments, outside agencies, and organizations.
  - Ensure fire personnel are developed to prepare for succession planning within the agency.

- **Better Analytical Ability**
  - Administer report management system (RMS), electronic daily staffing software, policy/procedure implementation, emergency medical services (EMS).
  - Receive and evaluate a variety of documents, reports, and statistical information for the department.
  - Assist the Fire Chief in the development and implementation of a comprehensive strategic plan for the Fire Department.
  - Develop tactical objectives to reach departmental strategic goals.
  - Prepare and maintain special reports, letters, proposals, and records on fire activities.

- Prepare and present staff reports and other necessary correspondence.

- **Better Trained**
  - Supervise all training functions.
  - Develop training budget and compose various departmental reports relative to training functions.
  - Develop, deliver, and monitor basic on-the-job and advanced training programs.
  - Evaluate in-service training classes and drills to include training exercises on public or private property.
  - Attend, and schedule personnel to attend, outside local and state training classes.
  - Prioritize, formulate, and publish an Annual Training Agenda.
  - Schedule and chair Annual Training Meeting to include establishing training goals and objectives.
  - Develop and maintain a Department Training Manual.
  - Supervise shift and crew during training.
  - Determine subject matter to be taught.
  - Provide for and schedule instructors, training aids, and materials.

- **Better Fiscal Accountability**
  - Oversee and control the purchasing, maintenance, and inventory of all fire related equipment and property including communication equipment, vehicles and related equipment, computer equipment, and safety equipment. Identify additional funding requirements.
  - Coordinate purchasing of departmental supplies.
  - Assist the Fire Chief in the annual development and administration of the departmental budget.
  - Monitor expenditures.
  - Manage incident cost recovery program.
  - Ensure compliance with financial priorities as determined by the Fire Chief.
  - Recommend budget adjustments as needed.
  - Research grant opportunities.

- **Decreased Liability**
  - Assist in directing disaster preparedness and other fire protection programs to minimize the loss of life and property within the community.
  - Act as the departmental safety officer.
  - Review incident reports.
  - Respond to and resolve citizen inquiries and complaints.
  - Establish and maintain training records on all personnel.

Re Return to Agenda

- Maintain awareness of new developments in the field of firefighter safety and incorporate new developments as appropriate into programs.
- Ensure that the Fire Department meets accreditation standards.

ATTACHMENT B

CITY COUNCIL REPORT

11A

DATE: APRIL 19, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: CHRIS WYNKOOP, FIRE CHIEF

SUBJECT: FIRE DEPARTMENT UPDATE

RECOMMENDATION

City staff recommends that Council receive the Fire Chief's update regarding departmental improvements and progress toward reopening Pinole Fire Station 74 using County Measure X funds in collaboration with Contra Costa County Fire Protection District (Confire).

INTRODUCTION

In March of 2021, the Pinole Fire Chief addressed Council with recommendations to fortify fire service delivery in response to the study conducted by Emergency Services Consulting International (ESCI) in 2019/20. The Fire Chief recommended three strategies; they were:

1. Adding an Administrative Fire Captain position
2. Transitioning from a contract Fire Inspector to a sworn Fire Prevention Captain
3. Returning to Council in Q3 FY 2021-22 with an update regarding:
   a) Restoring pre-2003 staffing of 15 frontline personnel deployed as an engine-squad model from Station 73 and/or
   b) Contract for service/integration with Confire

BACKGROUND

Regarding the first strategy, the Fire Chief and City staff recommended that the Pinole Fire Department (PFD) add staff to address certain fundamental managerial and administrative functions such as planning, policymaking, training, records management, and evaluation. These functional deficiencies created liability and made it difficult to observe industry best practices and achieve maximum efficiency. The addition of the Administrative Fire Captain assignment supports the City's Strategic Plan initiative of creating and maintaining a "High Performance Pinole" through "optimizing efficiencies" (Goal #4; Strategy #2).

As to the second strategy, the Fire Chief and City staff advised that the PFD should perform a broader set of fire prevention activities. Although fire prevention functions had been well performed through a contract with a private company, the Fire Chief and City

staff determined that it would be more cost effective and productive in the long run to in-house that function by eliminating the contract for service and creating a Fire Prevention Captain position which could also be tasked with restoring the Community Emergency Response Team (CERT) program. This strategy supports the City's Strategic Plan initiative of maintaining a "Safe and Resilient Pinole" by "restoring the (CERT) program" (Goal #1; Strategy #3). The Administrative and Prevention Captains also add a layer of organizational versatility by being available to backfill fire engine personnel when backfill is difficult because of limited staff, as was encountered during COVID staffing shortages.

The third strategy was to return to Council with an update regarding either 1) returning to the staffing configuration prior to the original opening of Station 74 in 2003 (15 frontline staff deployed as an engine-squad model from Station 73); and/or 2) engaging in discussions with Confire about a contract for service/integration through which Station 74 could be reopened. Because some potential opportunities, such as Measure X and consolidation discussions among other agencies, were still unfolding at the time of the Fire Chief's last address, City staff recommended returning to Council in Q3 FY 2021-22 with a clearer picture as to how Confire and PFD could most effectively collaborate. Measure X funds were subsequently allocated to Confire for fire service fortification countywide under their superintendence in November of 2021, thus the picture has indeed become much clearer.

DISCUSSION

The Administrative Fire Captain assignment was filled in February 2022. In the brief two months since then, the appointment has already yielded significant dividends; among them are:

- Implementation of a recognized industry best practice narcotics tracking software (PSTrax). The program is currently enabled in its testing phase among departmental personnel. It is scheduled to go live May 1st.
- Establishment of an electronic daily staffing application (Vector Scheduling) which interfaces with the City's current Tyler Incode payroll software. This program is also enabled in its testing phase and is scheduled to go live May 23rd.
- Initiation of a cost recovery program to capture billable service fees from vehicle accident insurance claims and other insurance claim-related incidents. First bills for service are anticipated to be submitted the week of May 2nd with monthly cost recovery reimbursements expected to start in June.
- Pinole representation at county-level fire operations and EMS meetings.

Additionally, the Administrative Captain oversees the departmental report management system (RMS), policy/procedure implementation, emergency medical services (EMS) administration, fire training, vehicle maintenance, and departmental projects. The PFD is already a more efficient organization because of the addition of the Administrative Captain.

The Fire Prevention Captain was also chosen for assignment in February; however, the prospective Prevention Captain was reassigned to Engine 73 due to operational need, as another PFD Captain accepted a position with a neighboring fire agency. The department is scheduled to conduct a Captain's promotional exam in June 2022, after which a new Prevention Captain will be assigned. In the meantime, fire prevention services continue to be offered through the department's contract Fire Inspector.

Opportunities identified over the past year have brought clarity regarding whether to consider using City funds to restore pre-2003 staffing at Station 73 versus reopening Station 74 using County Measure X funds in collaboration with Confire. Measure X, which passed in the November 2020 election, is a ½ cent sales tax intended to *"keep Contra Costa's regional hospital open and staffed; fund community health centers; provide timely fire and emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services."*

In May of 2021, the Contra Costa County Executive Fire Chiefs presented a request to the County Measure X Advisory Board for funding to:

- Reopen five (5) closed fire stations and add 45 firefighters countywide
- Mitigate extreme wildfire danger
- Address aging facilities and infrastructure
- Improve training facilities
- Update communications/emergency operations centers
- Improve emergency preparedness/planning
- Support diversity and inclusion in the workforce

Among the five fire stations proposed for reopening was Pinole Station 74. Council submitted letters to the Measure X Advisory Board as well as the County Board of Supervisors (Attachments A and B, respectively) supporting the County Chiefs' proposal, and in November of 2021, the Board of Supervisors approved funding to support the County Chiefs' request. $2M annually (plus COLA) of that funding was allocated toward reopening Station 74 under an integrative agreement with Confire.

With Council's approval, the City has initiated discussions with Confire regarding a contract for service whereby the City's budgetary contribution, subsidized by the $2M Measure X allocation, would enable both Station 73 and Station 74 to be fully staffed and operational under Confire's superintendence. It is anticipated that the City's contribution would be comparable to that which it currently budgets to operate one station.

At the time of submission of this staff report, the Pinole City Manager, City Attorney, and Fire Chief will have just met, or be scheduled to meet, with representatives from the County Administrator's Office, County legal counsel, and the Confire Fire Chief, to discuss the finer points of a proposed contract between our respective agencies. Once tentative contract terms are agreed upon, an independent fiscal analysis, service plan, letter of

agreement from the labor group, and resolution of Council support, will need to be submitted with the contract to the Contra Costa County LAFCO for approval. Anticipated timeline for completion of contract and LAFCO submission/approval is fall of 2022, with an estimated implementation, to include the reopening of Station 74, in late winter/early spring of 2023.

FISCAL IMPACT

There is no fiscal impact related to receiving this update. Regarding the fiscal impact of collaborating with Confire through contract for service, it is the City's intent to negotiate a contract with Confire through which Pinole is served by two fully staffed fire stations for a cost comparable to that which is currently being budgeted for a single station.

ATTACHMENTS

Attachment A	Council Letter of Support to the Measure X Advisory Board for Measure X Funding for Fire and Emergency Services
Attachment B	Council Letter of Support to the County Board of Supervisors for Measure X Funding for Fire and Emergency Services

ATTACHMENT A

CITY OF PINOLE

City Hall
2131 Pear Street
Pinole, CA 94564

Phone: (510) 724-9000
FAX: (510) 724-9826
www.ci.pinole.ca.us

Date: July 6, 2021

To: Contra Costa County Measure X Advisory Board

From: Pinole City Council

Subject: Support of the Contra Costa County Executive Fire Chiefs' Request for Measure X Funding to Address Critical Community Fire and Emergency Services Needs

Dear Board Members,

The Pinole City Council submits this letter supporting the Contra Costa County Executive Fire Chiefs' request for $28.85M (and $27.35M annually thereafter) in County Measure X funding to:

- Reopen five (5) closed fire stations and add 45 firefighters countywide
- Mitigate extreme wildfire danger
- Address aging facilities and infrastructure
- Improve training facilities
- Update communications/emergency operations centers
- Improve emergency preparedness/planning
- Support diversity and inclusion in the workforce

Council shares the County Chiefs' confidence that these measures will reduce countywide community risk through:

- Improved response times
- Increased services for underserved communities
- Equitable distribution of services
- Operational and administrative efficiencies

A robust fire service delivery model is a top priority for our citizens in Pinole, especially given the designated Very High Fire Hazard Severity Zone (VHFHSZ) in which many of our residents live. Moreover, the scarcity of West County hospital emergency room services since the closure of Doctor's Medical Centers in Pinole and San Pablo, resulting in reliance on firefighters as first-line medical assistance for many of our underserved citizens, underscores Pinole's local concern within the broader context of the regional risk reduction strategy proposed by the County Chiefs.

In addition to serving our local citizens, the Pinole Fire Department (along with Richmond FD) serves the County's interests by responding to the emergency needs of residents in the unincorporated County areas of Tara Hills, Bay View, and Montalvin Manor. With regard to the Advisory Board's commitment to equity, Montalvin Manor, as defined in SB 1000, is a "Disadvantaged Community" as is Rodeo, which the Pinole FD serves in support of the Rodeo-Hercules Fire Protection District through our County Battalion 7 automatic aid agreement.

Council agrees that this regional approach represents an equitable and sustainable solution to the issue of providing critical life-saving emergency response services countywide, and we urge the Measure X Advisory Board to approve the County Chiefs' proposal as requested.

Sincerely,

Norma Martínez-Rubin
Mayor
City of Pinole

cc. Honorable Members of the Contra Costa County Board of Supervisors
County Administrator Nino
County Finance Director Driscoll
Contra Costa County Executive Fire Chiefs

ATTACHMENT B

CITY OF PINOLE

City Hall
2131 Pear Street
Pinole, CA 94564

Phone: (510) 724-9000
FAX: (510) 724-9826
www.ci.pinole.ca.us

Date: November 8, 2021

To: Honorable Members of the Contra Costa County Board of Supervisors

From: Pinole City Council

Subject: Support of the Contra Costa County Executive Fire Chiefs' Request for Measure X Funding to Address Critical Community Fire and Emergency Services Needs

Dear Board Members,

The Pinole City Council submits this letter supporting the Contra Costa County Executive Fire Chiefs' request for $28.85M (and $27.35M annually thereafter) in County Measure X funding to:

- Reopen five (5) closed fire stations and add 45 firefighters countywide
- Mitigate extreme wildfire danger
- Address aging facilities and infrastructure
- Improve training facilities
- Update communications/emergency operations centers
- Improve emergency preparedness/planning
- Support diversity and inclusion in the workforce

Council shares the County Chiefs' confidence that these measures will reduce countywide community risk through:

- Improved response times
- Increased services for underserved communities
- Equitable distribution of services
- Operational and administrative efficiencies

A robust fire service delivery model is a top priority for our citizens in Pinole, especially given the designated Very High Fire Hazard Severity Zone (VHFHSZ) in which many of our residents live. Moreover, the scarcity of West County hospital emergency room services since the closure of Doctor's Medical Centers in Pinole and San Pablo, resulting in reliance on firefighters as first-line medical assistance for many of our underserved citizens, underscores Pinole's local concern within the broader context of the regional risk reduction strategy proposed by the County Chiefs.

In addition to serving our local citizens, the Pinole Fire Department (along with Richmond FD) serves the County's interests by responding to the emergency needs of residents in the unincorporated County areas of Tara Hills, Bay View, and Montalvin Manor. With regard to the Advisory Board's commitment to equity, Montalvin Manor, as defined in SB 1000, is a "Disadvantaged Community" as is Rodeo, which the Pinole FD serves in support of the Rodeo-Hercules Fire Protection District through our County Battalion 7 automatic aid agreement.

Council agrees that this regional approach represents an equitable and sustainable solution to the issue of providing critical life-saving emergency response services countywide, and we urge the Board to approve the County Chiefs' proposal as requested.

Sincerely,

Norma Martínez-Rubin
Mayor
City of Pinole

cc. County Administrator Nino
County Finance Director Driscoll
Contra Costa County Executive Fire Chiefs

ATTACHMENT C

DRAFT 9.7.22

AGREEMENT
between the
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
and the
CITY OF PINOLE
for Fire Protection Services

THIS FIRE PROTECTION AGREEMENT ("Agreement") is dated January 1, 2023 (the "Effective Date") and is between the CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district formed under the Fire Protection District Law of 1987 (Health and Safety Code Sections 13801 et seq.) and governed by the Board of Supervisors of the County of Contra Costa as its Board of Directors ("District"), and the CITY OF PINOLE ("City"), a municipal corporation, referred to herein collectively as the "Parties."

RECITALS

A. The City desires to expand and supplement the current fire protection services provided within the City. Currently only one of the City's two fire stations (Fire Station 73) is operational. Fire Station 74 has been closed since 2011.

B. The District is willing and able to provide a level of fire protection services within the City that would exceed current service levels. The Parties intend that the District will be paid for all direct and indirect costs incurred in the performance of services under this Agreement.

C. The Parties intend to leverage those Measure X funds that are available for increasing the level of fire protection services in the City to facilitate this partnership for services between the District and the City. The Parties acknowledge that the Contra Costa County Board of Supervisors has allocated from Measure X funds $2,000,000 annually through fiscal year 2023/24 for this purpose. The Parties also acknowledge that the Contra Costa County Board of Supervisors may take additional actions to further allocate or commit Measure X funds that may be utilized by the Parties to offset costs incurred in the provision of fire protection services under this Agreement.

D. Because the City is not within the District service boundary, the Parties propose to enter into this fire protection agreement pursuant to Government Code section 56134. The Parties acknowledge that the services provided for in this Agreement may not commence unless and until this Agreement is approved by the Contra Costa County Local Agency Formation Commission.

E. Simultaneous with the execution of this Agreement, the City and the District are entering into two leases, one for Fire Station 73 and one for Fire Station 74 (each a "Lease" and together, the "Leases") that set forth the terms under which the District will occupy the two stations during the term of this Agreement. The Leases and any amendments thereto are incorporated into this Agreement by reference.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

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Section 1. Recitals.

The foregoing recitals are true and correct.

Section 2. Definitions.

As used in this Agreement:

a. "Board of Directors" means the Contra Costa County Board of Supervisors acting as the Board of Directors of the Contra Costa County Fire Protection District and governing body of the District.

b. "Board of Supervisors" means the Contra Costa County Board of Supervisors acting as the governing body of the County of Contra Costa.

c. "District" means the Contra Costa County Fire Protection District or any successor organization or successor governmental entity.

d. "City" means the City of Pinole.

e. "City Council" means the City Council of the City of Pinole.

f. "City Manager" means the City Manager of the City of Pinole.

g. "County" means the County of Contra Costa.

h. "Fire Chief" means the fire chief of the District.

i. "Fiscal Year" means the annual period commencing on July 1 and ending June 30.

j. Fire specific terminology used in this agreement (e.g. Shift, Company, Quint, Engine, etc.) shall be used in a manner consistent with the definitions published by the National Fire Protection Agency (NFPA) on its website at https://www.nfpa.org/Codes-and-Standards/Resources/Glossary-of-Terms, as revised from time to time.

Section 3. Scope of Services.

Within the boundaries of the City, the District will provide and be fully responsible for the following services.

a. Incident Response.

1. General Service Criteria.

A. Response Area.

The District will provide the services identified below to the areas within the incorporated limits of the City, as shown on Exhibit 1.

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B. Station Location/Staffing.

There are two fire stations located in the City. The stations will be staffed at a minimum as described below.

Response Configuration

Fire Station 73 880 Tennent Avenue Pinole, CA 94564	1 Engine Company	3 Personnel
Fire Station 74 3700 Pinole Valley Road Pinole, CA 94564	1 Engine Company	3 Personnel

Within the City boundaries, the District will maintain a minimum staffing level of six (6) personnel, consisting of two three-person companies per shift. Each company will consist of one Captain, one Engineer, and one Firefighter. Each company will be staffed at a minimum with one paramedic and two EMT-I trained personnel. In the absence of ranked positions, personnel working "out-of-class" (acting) will be used. From June through October, a Type I Fire Engine and a Type VI Wildland Unit shall be located at each of the two fire stations within the City's boundaries, except that a Type III Wildland Unit may be located at one of the fire stations. The Fire Chief may substitute the required apparatus for other apparatus on a limited, temporary basis when necessary for maintenance or other operational needs.

If engine companies stationed in the City leave the City for automatic aid within the District's Battalion 7 area (Pinole, El Sobrante, San Pablo, Hercules, and Rodeo), the District will arrange for appropriate back-up coverage to ensure that the City has adequate response capability. When companies stationed in the City leave the City for any planned (e.g., administrative or training) needs, the District will arrange for appropriate back-up coverage to ensure that the City has adequate response capability, with a minimum of one (1) Advanced Life Support ("ALS") company.

The response configuration above will only be changed upon mutual agreement between the Fire Chief and City Manager.

C. Response Levels.

The District will respond to incidents consistent with the District standard alarm assignments with the same level of response it provides to other areas served by the District and in a manner consistent with approved Contra Costa Operational Area policies.

D. Response Time.

On a single fire unit Priority 1 or Priority 2 emergency medical response, the District will endeavor to arrive at the scene within eight minutes and 30 seconds or less from the time that the company is first dispatched for 90% of all incidents. In multiple unit fire incidents, the District will endeavor to have the first due company arrive at the scene of an emergency incident within eight minutes and 30 seconds or less from the time that the company is first dispatched for 90% of all such incidents. The District will endeavor to have the remaining District first alarm units arrive at the scene of the incident within 18 minutes or less from the time that the first due company is dispatched for 90% of all such incidents.

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In the event that the District is unable to meet the above response times, the Fire Chief and the City Manager will confer regarding the District's ability to meet the above response times. The Fire Chief and the City Manager will discuss strategies to ensure such response times are met in the future.

Data on response times will be provided to the City Manager within 30 days of the end of the calendar quarter in which the responses occur. Data on response times will be reviewed on a quarterly basis as part of the scheduled meetings between the Parties.

E. Chief Officer Coverage.

The District will provide a Battalion Chief response for all first alarm fire and multiple apparatus incidents. For incidents of three alarms or greater, the District will also provide an Assistant Fire Chief (or greater rank) response and sufficient management staff to ensure appropriate management of the emergency.

F. Mutual Aid.

The District will continue to meet the District's pre-existing obligations with respect to mutual aid in accordance with but not limited to the Contra Costa County Fire Mutual Aid Plan, and all appropriate S tate of California interagency service agreements. The parties anticipate that the resulting mutual aid provided within the City will be equivalent to, or greater than, mutual aid provided to the City immediately prior to the Commencement Date. The District will work to develop expanded mutual aid, automatic aid, and mutual response areas with other fire departments adjacent to the City. The Parties acknowledge that the District has no obligation to independently meet the City's mutual aid obligations, if any, while performing services under this Agreement. The City shall notify its mutual aid partners that the City will not directly provide mutual aid during the term of this Agreement.

2. Fire Suppression.

Fire Suppression services will be provided in accordance with Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(2).

3. Emergency Medical Response.

Emergency Medical Response Service will be provided in accordance with Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(3).

The District will fulfill and does hereby assume the City's obligations under the City's First Responder Agreements with the Contra Costa County Emergency Medical Services ("EMS") Agency, with the exception of response times which the District will make every reasonable effort to fulfill, which are hereby assigned to the District. The District's duty to fulfill the City's obligations under the First Responder Agreements with the EMS Agency will not affect any rights the City may have to receive revenues from the EMS Agency due to the City under the above agreements, as they may be amended from time to time, which revenues may be used by the City to pay the District for services performed under this Agreement. However, if the Contra Costa County EMS Agency pays any such revenues directly to the District due to the District's fulfillment of the City's obligations, those revenues paid directly to the District will be credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement.

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4. Hazardous Materials Response.

Response to Hazardous Material incidents will be in accordance with the provisions of Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(4).

The District will provide a Type II (as defined by FIRESCOPE) Hazardous Materials Team level of service to the City.

The District will provide trained personnel to perform hazardous materials operations when required in the City. These positions are staffed and equipped each day. Response time to the City will be the time necessary for notification and travel of the closest available District resource that meets the needs of the emergency incident.

5. Rescue Services.

The District will provide the City with rescue services in accordance with the provisions of Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(5).

The District will provide Type II (as defined by FIRESCOPE) rescue services to the City. This service is available as needed.

The District will provide trained Urban Search and Rescue Team (USAR) personnel to perform confined space and trench rescue operation when required in the City. These positions are staffed and equipped each day. Response time to the City will be the time necessary for notification and travel of the closest available District resource that meets the needs of the emergency incident.

6. Response to Mass Casualty Incidents.

The District will respond to mass casualty incidents in the City with the same level of response it provides to other areas served by the District.

7. Other Calls for Service.

The District will respond to all other calls for services, including, but not limited to fire alarms, hazardous conditions, flooding conditions, smoke investigations, and public service calls, in accordance with the provisions of Section 3(a)(l) above, as applicable and except as otherwise provided in this Section 3(a)(7).

8. Homeland Security.

The District will represent the City, and proactively participate on its behalf, in the planning, coordination, and development of programs to address homeland security threats. The District will maintain a state of awareness and readiness to respond to incidents related to homeland security within the City.

9. Major Disaster Response.

In the event of a major disaster, the District will supplement the fire personnel assigned to the City by providing additional resources for direct response to an incident or move-up coverage from District stations outside of the City provided that supplemental resources are available.

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Upon activation of the City's Emergency Operations Center ("EOC"), the District will provide sufficient staff to operate assigned functions in the EOC. Release of personnel and resources may occur after evaluation of local conditions and upon mutual agreement by the City Manager and the Fire Chief.

The District will work cooperatively with the City to participate in the development and implementation of the Emergency Operations Plan ("EOP") by ensuring that it is reviewed, revised and updated as necessary, and exercised regularly. The District will recommend to the City plan updates to the EOP pertaining to fire, rescue, and emergency medical services issues.

The District will continue to participate in local or regional organizations necessary to ensure the City is represented in disaster preparedness and response.

10. Evacuation Coordination.

The District will coordinate with the Pinole Police Department for all evacuations in a manner consistent with standardized and unified incident command principles and procedures.

b. Dispatch Service.

The District manages the Contra Costa Regional Fire Communication Center which supplies fire and ambulance dispatch services to various areas in the County, including to the City, on a cost reimbursement basis. The City will continue to pay its proportionate share of annual dispatch-related fees and charges, which is billed annually and will be in addition to any payments made pursuant to this Agreement. The City's obligation to pay its proportionate share of annual dispatch-related fees and charges is not co-terminus with this Agreement and survives termination of this Agreement.

c. Community Education.

1. Fire Safety Programs.

To help preserve life and property, the District will coordinate the planning, development, and implementation of fire prevention and safety education training programs, which will be tailored to educate City residents and other members of the Pinole community, such as schools, businesses, community associations, and childcare providers. Fire prevention and safety training programs to be provided by the District will include the following programs, with such changes and adjustments as mutually agreed to by the Fire Chief and the City Manager.

Carbon Monoxide Alarm installations
CERT Fire training
CPR courses, BP checks
Eldercare and safety
Elementary School Fire Safety Programs
Exit Drills in the Home (EDITH)
Fire extinguisher use
Fire safety
Firewise Communities
Injury and fall prevention
Juvenile fire-starter program

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Smoke alarm installations
Wildland fire and evacuation preparedness

2. CPR Training.

The District will provide opportunities for CPR training to members of the Pinole community at no charge to the participant. This training will be provided within the boundaries of the City.

3. Community Emergency Response Team (CERT).

The District will work with City departments to offer fire-based Community Emergency Response Team training to members of the Pinole community. The District and the City will work together to ensure the training complements the City's current disaster preparedness programs.

4. Miscellaneous.

The District will respond to specific requests from the Pinole community including but not limited to fire station tours and ride-alongs.

d. Fire Prevention.

1. General.

The District, through its Fire Prevention Bureau, will provide fire prevention services consistent with the level of prevention services provided to other areas served by the District.

2. Fire Prevention Staffing.

The District will provide Fire Prevention Bureau staff to conduct annual state-mandated occupancy inspections and Fire Code enforcement. Additional staff may be provided as necessary as determined by the District to review plans for new construction and inspect new construction.

3. Pre-development/Preliminary Planning.

The Fire Prevention Bureau will provide pre-development planning services. Pre-development planning will include but not be limited to the following activities:

A. Adherence to the pre-development/preliminary planning project review process established by the City's Community Development Department and as may be modified at the City's discretion.

B. Preparation of written comments based upon development/construction submittals made to the City.

C. Attendance (in person or virtually) at scheduled meetings with applicants as reasonably requested by the City.

D. Participation (in person or virtually) in requested modifications to the City's pre-development/preliminary planning process as reasonably requested by the City.

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E. Attendance (in person or virtually) at development review meetings as reasonably requested by the City.

4. Plan Submittal Review.

The District will review and provide comments on proposed construction plans and fire protection system plans to ensure compliance with the City's adopted codes and applicable standards. Applications and plans shall be submitted by the applicant directly to the Fire District's Fire Prevention Bureau at 4005 Port Chicago Highway, Suite 250, Concord . Written comments, in a format consistent with District policies and procedures, will be attached to approved plans to inform applicants of District requirements. District review of submitted plans will be completed within the timelines established by the City and the District, provided the review can be performed with the staffing levels provided by this Agreement. The District will coordinate with the City to propose and evaluate the feasibility of process modifications, such as the District accepting electronic submission of plans, protocols for information exchange, and the integration of District and City plan review and permitting processes.

The City's current practice is to meet with applicant when plan check process extends beyond three reviews. As reasonably requested by the City, the District will attend (virtually or in person) meetings with applicants to discuss plan check comments when the plan check process extends beyond three revisions.

5. Fire Inspections.

The District will provide inspection and permit issuance services in accordance with the City's adopted Fire Code. All inspections will be conducted by qualified personnel.

A. General Inspections. In accordance with the City's adopted Fire Code, the District personnel will perform fire inspections relating to each of the following:

i. The hazard of fire and explosion arising from the storage, handling, or use of structures, materials, or devices.

ii. Conditions hazardous to life, property, or public welfare in the occupancy of structures or premises.

iii. Fire hazards in the structure or on the premises from occupancy or operation.

iv. Matters related to the construction, extension, repair, alteration, or removal of fire suppression or alarm systems.

B. Fire Protection System Inspections. As part of the City's permitting process, District personnel will inspect fire protection system installations approved for permit by the District to verify compliance with the approved plans and applicable codes and standards.

C. Mandated Inspections. District personnel will conduct inspections of those occupancies mandated by the California Office of the State Fire Marshal.

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D. Construction Permit Inspections. District personnel will perform fire inspections for any required construction permit issued in accordance with the City's adopted Fire Code.

E. Operational Permit Inspections. District personnel will perform fire inspections for any required operational permit prior to initial issuance in accordance with the City's adopted Fire Code. Operational permit inspections will be completed based on the current District inspection schedule for non-State mandated occupancies.

F. Business License Fire Inspection Program. Following a request by the City, the District will conduct business inspections for fire code compliance.

6. Pre-fire Plan Inspections for Target Hazard Occupancies.

The District will perform pre-fire plan inspections for relevant target hazard occupancies. Results of the inspections will be shared with other City departments as requested.

7. Fire Code Administration.

A. The District will administer and enforce City's adopted F ire Code, and applicable ordinances, and applicable state and federal codes and regulations.

B. The District will monitor changes to fire codes and provide the City with recommendations regarding proposed changes. The District's Fire Marshal will work with City Staff to complete the code adoption process.

8. Weed Abatement and Wildfire Management.

A. Weed Abatement Enforcement. The City will continue to provide weed abatement through its Code Enforcement Division. The District will assist in administering fire prevention related aspects of the City's weed abatement program including inspection of those parcels potentially needing abatement. The District will provide the City with information and supporting documentation, as requested and necessary, relating to any parcels that require additional enforcement and abatement. All work and abatement orders will be initiated and completed by the City for weed abatement issues.

B. Wildfire Mitigation Project. The City and the District will coordinate regarding wildfire mitigation projects that are not directly related to weed abatement issues, but the District is not responsible for conducting abatement of hazard parcels. Additionally, when applicable, the City and the District will coordinate in the preparation and submittal of grant funding applications relating to wildfire mitigation and in developing processes to prioritize and initiate wildfire mitigation projects.

9. Fire Investigation Service.

District fire investigators will be assigned to determine the cause of every major fire (2nd or 3rd

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Alarm), or where an injury or fire fatality occurs as a result of a fire incident within the City, and will conduct an investigation of every incident in which there is knowledge or suspicion that the crime of arson may have been committed. The District will attempt to determine the cause of all fires within the City as required by the Fire Code. District fire investigators will work with the Pinole Police Department and any other appropriate law enforcement agencies in the investigation process, as needed.

e. Administration.

1. Contract Administration.

The District designates the Fire Chief, or the Fire Chief's designated representative, to represent the District in all matters pertaining to the administration of this Agreement.

The City designates the City Manager, or the City Manager's designated representative, to represent the City in all matters pertaining to the administration of this Agreement.

The Parties desire to work cooperatively to ensure that the City receives cost effective services. Accordingly, the Parties desire to set forth a process for reaching agreement on mutually acceptable alterations to service delivery standards and material changes to the budget.

The City and the District will formally notify one another prior to a service delivery change. The notification will provide adequate time for the other party to provide comment, express concerns, and to allow for agreement on the aforementioned changes and modifications. Except for temporary changes lasting fewer than ten (10) days, the District will obtain written approval from the City prior to making a service delivery change . Any changes to the staffing levels per company or fire stations identified in Section 3(a)(l)(B) are modifications to the Agreement subject to Section 9(j).

2. Fire Chief Designation.

The Fire Chief is hereby designated by the City as the City of Pinole Fire Chief and will have and possess such authority as the City Municipal Code and general laws provide for the City's Fire Chief, except that the Fire Chief shall not….

3. Liaison to City.

A. The District designates the Fire Chief or designee (at no time below the rank of Assistant Fire Chief) as the direct liaison to the City Manager. Liaison responsibilities will include but are not limited to:

i. Attendance by the Fire Chief or designee at City Council meetings when requested by the City Manager upon reasonable advance notice; and

ii. Meetings with the City Manager as requested by either the Fire Chief or City Manager to discuss budget, operational, or other issues which may arise.

B. The District will promptly notify the City Manager when any of the following significant incidents occur within the City.

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i. Incidents involving deaths or serious injuries to citizens or first responders.

ii. Mass casualty incidents involving more than six patients.

iii. Second-alarm, and better, structure fires.

iv. Structure fires resulting in displacement of multiple residents.

v. Third-alarm wildland fires, or any wildland fires utilizing air support resources.

vi. Hazardous materials incidents requiring entry.

vii. Incidents with significant impacts on residents based on size, scope, or duration.

viii. Any incident that has attracted, or is expected to attract, significant media attention.

4. Community Events.

As reasonably requested by the City Manager, the District will participate in the planning and implementation of community activities, such as local fireworks celebration, tree lighting ceremonies, Chamber of Commerce functions, and similar events, to address fire safety issues.

5. Reports and Records.

A. The District will maintain sufficient records to enable the City to meet its reporting obligations and needs as they relate to the provision of services as provided for in this Agreement, including but not limited to the District's obligation to provide quarterly reports on response times. The records maintained by the District will also include: (i) the total number of calls for service responded to by each of Fire Station 73 and 74; (ii) the number of calls for service responded to by each of Fire Station 73 and 74 for incidents occurring outside of the City; and (iii) the number of calls for service responded to by the District from locations other than Fire Stations 73 or 74 for incidents occurring within the City.

B. The District will maintain financial records related to the performance of services under this contract.

C. The District will provide the City Manager with financial reports reasonably requested by the City Manager.

D. Upon request by the City Manager, the District will make available its records related to services performed under this Agreement for audit and inspection by the City Manager, or the City Manager's designated representative.

E. Upon request, the District shall provide City with copies of any records related to

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this Agreement that are subject to disclosure pursuant to the California Public Records Act.

F. The District will conduct or have conducted a yearly independent audit of the District's overall financial performance. The District will provide the audit reports to the City Manager within 30 days of publication. The District will provide any financial information required by the Governmental Accounting Standards Board for the City's financial reporting that is in the District's possession or control.

6. Fire Complaints and Requests for Service.

A. The District will inform the City Manager of any and all complaints received by the District regarding the services provided to the City by the District.

B. The District will strive to provide a high level of customer service to the City in accordance with the District and the City's customer service philosophies.

7. Fire System Planning.

A. The Fire Chief will assist the City in planning the extension of fire services and facilities as the City grows.

B. If, as a result of annexation of territory, the City requires additional contract services to provide fire and emergency services to areas not currently served by the City through its contract with the District, the Fire Chief and the City Manager may negotiate a mutually acceptable amendment to this Agreement to provide such services. Any amendment to this Agreement will become effective upon its approval by the governing bodies of the District and the City.

C. This paragraph does not apply to those services provided under mutual aid, automatic, and/or other interagency response agreements.

8. Fees.

A. The District will assist the City in the development of an appropriate fee schedule for fire services rendered in the City by the District. The District will provide the documentation necessary to support the imposition of fees by the City.

B. All fees attributable to the services provided by the District under this Agreement shall accrue to and are the property of the District.

C. Any fees collected by the City for services performed by the District will be accounted for by the City and remitted to the District.

9. Miscellaneous Revenue Collection.

A. The District will endeavor to implement a program consistent with District policy for seeking reimbursement for the cost of the District's response to accidents or other events. Any cost reimbursements received by the District for incidents

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occurring within the City will be credited to the City as if payment had been made by the City to the District for the performance of services under this Agreement.

B. The District will use reasonable efforts to obtain grants for one-time and ongoing capital and operational expenditures.

Section 4. Facilities, Apparatus, and Equipment.

a. Buildings and Real Property.

1. Use of Pinole Fire Station Nos. 73 and 74.

The City will provide the District use of the City-owned fire stations described as Fire Station 73, 880 Tennent Avenue, Pinole, CA 94564, and Fire Station 74, 3700 Pinole Valley Road, Pinole, CA 94564, for performance of services under this Agreement. The City will provide the District use of these facilities at no cost to the District. Responsibility for maintenance of the building and grounds are as set forth in the Leases.

To the extent there is a conflict between this Agreement and the Leases concerning the use and maintenance of Fire Stations Nos. 73 and 74, the terms of the Leases shall control. In all other respects, the terms of this Agreement shall control

2. Office Space.

Fire Station 73 includes office space for use by District fire inspectors. In accordance with the Lease for Fire Station 73, the City will provide the District use of these facilities at no cost to the District.

3. Return Upon Termination.

Upon termination of this Agreement, the District will vacate Fire Station Nos. 73 and 74, and will remove any and all materials, equipment, and improvements that are not to remain on the premises as set forth in the Leases.

b. Apparatus/Equipment.

1. Transfer of Apparatus and Equipment.

The City will transfer to the District ownership of the apparatus and equipment identified in Exhibit 2 (City Fire Apparatus/Equipment Inventory) in consideration of the District's performance of services under the terms of this Agreement. The District will be responsible for maintaining registration and licensing of all transferred apparatus and equipment.

2. Maintenance.

The District will be responsible for maintenance and repair of all apparatus and equipment. The City will pay the District a fee, fixed annually and specified in the budget approved pursuant to Section 5 (Cost of Services), for the costs of maintenance and repair of apparatus and equipment utilized in the performance of services under this Agreement.

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3. Reserve Apparatus.

The District will provide a reserve apparatus that will be placed in service as soon as possible if a frontline apparatus is to be out of service for an extended period of time.

4. Apparatus and Equipment Replacement.

The timing of apparatus and equipment replacement shall be determined by the District, consistent with the District's standard equipment and apparatus replacement practices and schedules. The District will submit a proposed apparatus replacement schedule to the City indicating the anticipated dates for replacement of major pieces of apparatus. The District will provide the City with advanced notice regarding the need to replace apparatus and equipment.

The City will pay the District a fee, fixed annually and specified in the budget approved pursuant to Section 5 (Cost of Services), for the costs to replace apparatus and equipment utilized in the performance of services under this Agreement. The District will use reasonable, good faith efforts to submit applications on behalf of the City for grants to defray the replacement cost for apparatus and major equipment utilized in the performance of services under this Agreement.

5. Return Upon Termination.

Upon termination of this Agreement, the District will return to the City the apparatus and equipment identified in Exhibit 2 (City Fire Apparatus/Equipment Inventory) that was transferred to the District pursuant to Section 4(b)(1) if the apparatus and equipment are fit for service. The Parties acknowledge their mutual intent that the District return to the City, if necessary, the same equipment and apparatus that was transferred to the District pursuant to Section 4(b)(1), and that some or all of the equipment or apparatus may no longer be fit for service at the time of return. If some or all of the equipment or apparatus are no longer fit or service or are otherwise not able to be returned to the City, the District will endeavor to lease to the City such apparatus and equipment necessary for the City to conduct fire protection activities within the City, for a reasonable period of time and upon terms agreeable to both parties, until the City has procured replacement apparatus and equipment. The Parties will identify the specific apparatus and equipment to be returned or leased to the City in the transition plan to be developed pursuant to Section 9(b).

6. New Equipment.

The District may purchase new equipment as necessary in order to maintain adequate service levels and to ensure safe working conditions. The City will pay the District a fee, fixed annually and specified in the budget adopted pursuant to Section 5 (Cost of Services), for the costs to purchase new equipment related to the performance of services under this Agreement

Section 5. Cost of Services.

a. Fire Budget.

1. Operating Budget.

For purposes of budgeting and billing for both the direct and indirect cost of services to be provided under this Agreement, the Fire Chief will annually prepare and submit a proposed budget for the succeeding fiscal year to the City Manager by January 15th. Prior to preparation of the proposed budget, the Fire Chief

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and City Manager, or their designees, shall meet to discuss factors potentially affecting the budget necessary to cover costs for the upcoming fiscal year.

Budgeted costs include but are not limited to those costs listed in Exhibit 3. Excluding labor-related costs (for example, employee salaries and benefits), if a proposed budget exceeds the approved budget from the immediately preceding fiscal year by more than 5%, the Fire Chief and City Manager will meet and confer in an attempt to identify potential cost savings and/or increases in revenue. The Fire Chief and City Manager will use their best efforts to, by March 1 of the same year, agree on a recommended budget that will be recommended for approval by their respective governing bodies.

If the City Manager and Fire Chief are unable to reach agreement concerning a recommended budget or the recommended budget is reduced to provide specified cost savings or the City does not approve the budget jointly recommended by the Fire Chief and the City Manager, the Parties acknowledge that services provided under this Agreement may be reduced accordingly.

For the term of this Agreement, the District has provided a 5-year cost projection as shown in Exhibit 4 (5-Year Cost Projection Provided by the District). The City acknowledges that Exhibit 4 contains projected costs, and that while the District will make good faith efforts to provide annual budgets in accordance with these projections, the amounts set forth in the annual budgets will differ from the 5-year cost projection.

The annual fire budget for Fiscal Year 2022/23, the first fiscal year during which services are provided under this Agreement, is attached as Exhibit 5. The Parties approve the attached Fiscal Year 2022/23 budget upon approval of this Agreement. Payments by the City pursuant to the Fiscal Year 2022/23 budget will be appropriately pro-rated based on the Commencement Date.

2. Capital Requirements.

The Fire Chief will recommend any capital needs for Fire Station 73 or 74, as well as modifications to services that the City provides to directly support the provision of the District's contractual services. These recommendations will be submitted along with the annual fire budget and will be reflected in the recommended budget, as necessary.

3. Management of Budget.

A. If during the fiscal year, the Fire Chief believes in good faith that due to unanticipated circumstances the approved fire budget is insufficient in any respect to ensure the provision of service at the service levels required by this Agreement, the Fire Chief will immediately notify the City Manager in writing specifying the budgetary deficiency, along with a request for a budget modification that identifies all reasons for the proposed modification. "Unanticipated circumstances" means circumstances that the Fire Chief was not aware of prior to the District's approval of the fire budget; it does not include cost overruns that could reasonably have been anticipated or planned for.

B. The District will obtain written approval from the City, which will require authorization from the City Council, prior to making a modification to the budget approved by the City. If the budget modification is not approved by City, then the Parties acknowledge that there may be a decrease in service levels commensurate

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with the deficiency identified in the budget modification request.

C. Notwithstanding Sections 5(a)(3)(A) and (B) above, where new labor agreements are approved by the District Board of Directors that result in an increase to labor-related costs under this Agreement, the budget shall be deemed modified to account for such cost increases upon 5 days' written notice from the District to the City of such new labor agreements and associated budget modification, and without further approval by the City.

D. The Fire Chief shall notify the City Manager of matters pertaining to labor relations between the District and its recognized employee organizations, when the matters and the resolution of them will affect the service levels to the City or the City's costs pursuant to this Agreement.

b. Payment for Services.

1. City Payment.

The City will pay to the District the approved budget amount in consideration for the District providing any and all services to the City under this Agreement. Budget modifications are subject to Section€ 5(a)(3).

2. Method of Billing and Payment.

City will pay the District monthly in arrears within 30 calendar days of receipt of the monthly invoice. In the event than an invoice is not paid (partially or in full) by the due date, a late fee of 1% simple interest of the unpaid balance will be assessed for each month or portion thereof that the invoice remains unpaid. The late fee will be assessed on the 1st day of each month following the due date. The monthly invoice amount will be equal to the annual fire budget divided by twelve (12), plus any Budget Modification Prorations. A "Budget Modification Proration" is calculated by dividing a budget modification made pursuant to Section 5(a)(3) by the sum of one and the number of months remaining in a fiscal year. Budget modifications that occur mid-fiscal year will result in post-modification monthly invoice amounts that differ from pre-modification monthly invoice amounts.

c. Costs Associated with New Development.

In the event that the Fire Chief determines new development in the City is likely to require new facilities, apparatus, or equipment, the Fire Chief shall notify the City Manager. The Parties acknowledge that the City, and not the District, should bear the costs of increased fire services necessary due to new development. The Parties will meet and confer as provided for in Sections 3(e)(l) and 5(a)(3) to discuss planned and prospective new development within the City, the associated impacts to the services provided under this Agreement, and the options for funding of any changes to services or the need for new equipment or apparatus.

Section 6. Personnel.

a. The Parties anticipate that as a result of this Agreement and the District's provision of fire protection services to the City, some or all of the persons identified in Exhibit 6 (City of Pinole List of Fire Department Employees) may elect to leave City employment to become District employees.

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b. The City is not responsible for directly paying salaries, wages, or other compensation to District personnel performing services under this Agreement for the City. The City is not directly liable for compensation or indemnity to any District employee for injury or sickness arising out of their employment with the District, except as part of the City's payment of indirect expenditures and Risk Management costs to the District and as otherwise provided in this Agreement. This Section does not negate any of the City's obligations pursuant to Section 5 (Cost of Services) above.

c. The District is not liable for compensation or indemnity to any District employee for injury or sickness arising out of their employment with the City. The District is not liable for any retirement obligation or other post-employment benefit to any District employee arising out of their employment with the City.

Section 7. Indemnification.

a. Indemnification by the City.

The City shall defend, indemnify, and hold harmless the District, its governing body, officers, employees, representative, and agents from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, death, or injury to persons or property from any cause whatsoever arising directly or indirectly from or connected with any act or omission of or purported act or omission of the City, its governing body, officers, employees, representative, or agents in connection with or arising out of the performance by the City, its governing body, officers, employees, representative, or agents of this Agreement, and with regard to any alleged illegality or unconstitutionality of a City ordinance. The City shall reimburse the District for any expenditures, including reasonable attorney's fees and costs, the Distirct may make by reason of such matters and, if requested by the District, shall defend any such suit at the sole cost and expense of the City. The City's obligations under this subsection shall exist regardless of concurrent negligence or willful misconduct on the part of the District or any other person; provided, however, that the City shall not be required to indemnify the District for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the District, its governing body, officers, employees, representative, or agents.

The District agrees to give the City prompt written notice of any claims or other matter as to which the District believes this indemnification provision is applicable. The City will, at its sole cost and expense, provide counsel reasonably acceptable to the District, to contest or defend any such claim. Neither party, nor their successors or assigns, shall admit any liability to any matter for which indemnification is sought, or settle, compromise, pay, or discharge the same without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and the District shall reasonably cooperate with the City in the contest and defense thereof.

b. Indemnification by the District.

The District shall defend, indemnify, and hold harmless the City, its governing body, officers, employees, representative, and agents from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, death, or injury to persons or property from any cause whatsoever arising directly or indirectly from or connected with any act or omission of or purported act or omission of the District, its governing body, officers, employees, representative, or agents in connection with or arising out of the performance by the District, its governing body, officers, employees, representative, or agents of this Agreement. The District shall reimburse the City for any expenditures, including reasonable attorney's fees and costs, the City may make by reason of such matters and, if requested by the City, shall defend any

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such suit at the sole cost and expense of the District. the District's obligations under this subsection shall exist regardless of concurrent negligence or willful misconduct on the part of the City or any other person; provided, however, that the District shall not be required to indemnify the City for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the City, its governing body, officers, employees, representative, or agents.

The City agrees to give the District prompt written notice of any claims or other matter as to which the City believes this indemnification provision is applicable. The District will, at its sole cost and expense, provide counsel reasonably acceptable to the City, to contest or defend any such claim. Neither party, nor their successors or assigns, shall admit any liability to any matter for which indemnification is sought, or settle, compromise, pay, or discharge the same without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and the City shall reasonably cooperate with the District in the contest and defense thereof.

c. Indemnification Obligations Survive Termination.

The obligations created by this Section 7 shall survive the expiration or termination of this Agreement as to activities occurring or being carried out during the term of this Agreement in the performance of this Agreement.

Section 8. Insurance.

a. General and Auto Liability.

The District will maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than $10 million insuring all liability of the District and its authorized representatives arising out of and in connection with the provision of service by the District under this Agreement, including the use and/or occupancy of City-owned real property and premises.

The City will be named as an additional insured and the policy must contain cross liability endorsements. An endorsement must be provided which states that the District coverage is the primary insurance. The District may self-insure to these limits of coverage. The District will furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The District will provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, to the City upon request.

b. Property Insurance.

The District will not maintain any insurance for City-owned real property and buildings, including but not limited to City-owned fire stations, or the contents of the City-owned buildings, except as otherwise specified in this Agreement or in the Leases. The District will maintain a standard All Risk policy to ensure its own personal property.

c. Workers' Compensation Insurance.

The District will maintain Workers' Compensation Insurance as required by the State of California in Employers Liability Insurance. Employers Liability Insurance shall have limits of no less than $1 million per accident for bodily injury or disease. The District may self-insure to the limits of coverage. The District

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will provide the City with a waiver of subrogation against the City, its officers, officials, employees, and volunteers for all claims on or after the Commencement Date arising during the term of this Agreement.

d. Workers' Compensation Claims for Employees in Exhibit 6.

1. The City is fully responsible for all Workers' Compensation claims with date of injury prior to the Commencement Date, with respect to the persons identified in Exhibit 6 (City of Pinole List of Fire Department Employees). The City will administer the claims and is solely liable for all administration and settlement costs. The City is also responsible for claims that are incurred prior to the Commencement Date AND that are:
   A. Reopened;
   B. Incurred but not reported;
   C. Submitted for new and further disability; or
   D. Incurred subsequently and consequently to the original claim

2. The District is responsible for Workers Compensation claims of District employees that are not the responsibility of the City pursuant to paragraph 1 above or another entity. The District will administer the claims and is solely liable for all administration and settlement costs.

3. The District will administer cumulative trauma claims that span the City and the District; however, the District will, immediately upon receipt of a cumulative trauma claim, send a copy of said claim to the City. The Parties will meet and confer prior to the District taking any action on the claim, unless the District is required to take immediate action or circumstances do not allow adequate time to meet and confer, in which case the District will notify the City as soon as possible. The cost of administration and settlement shall be pro-rated between the District and the City based on the length of services for each employer. Should the claim involve prior employers, the City will be responsible for the service time. The City and the District agree to cooperate with each other in the administration of the claims that involve both Parties, including any decisions or determinations regarding industrial disability retirement. This includes, but is not limited to, the sharing of notes, reports, and other documents. The City will have the right to review and contest any determination of a recurrence of a prior injury. In the event that an agreement cannot be reached, the City and the District will accept the Worker's Compensation Appeals Board decision as the final decision and without further appeal rights on this limited issue.

e. Industrial Disability Retirement.

The City will be solely responsible for making the determination of industrial disability retirement for CalPERS retirement application for the employees listed in Exhibit 6.

Section 9. Miscellaneous.

a. Term and Extension by Mutual Agreement; Commencement of Services.

This Agreement will commence at 12:01 a.m. on the Effective Date, and will continue until 11:59 p.m. on June 30, 2028, unless extended as mutually agreed upon in writing by both Parties in accordance with the provisions herein. The District will commence services provided for under this Agreement on a

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date ("Commencement Date") mutually agreed upon and authorized in writing by the Parties, which authorization may be given by the Fire Chief for the District and the City Manager for the City. In order to provide notice to the affected employee organization, the Parties will endeavor to mutually agree upon and authorize a Commencement Date at least 30 days prior to the Commencement Date.

The term of this Agreement and the term of the Leases may be extended for one 5-year term by mutual written agreement of the Parties executed by the Fire Chief and by the City Manager for City. Unless otherwise agreed by the Parties, the extension agreement must be fully executed at least 12 months prior to the then-effective termination date.

The City and the District agree to jointly prepare a review and analysis of services provided to the City by March 31, 2027. The District will prepare an updated 5-year cost projection, for the purpose of inclusion in an extension agreement, if any such extension agreement is agreed to and executed by the Parties.

b. Termination.

Notwithstanding Section 9(a) above, this Agreement may be unilaterally terminated by either party by giving 12 months' written notice of termination to the other party. The contract termination date specified in the notice of termination may be extended by mutual agreement. The Parties acknowledge that the termination of this Agreement would require extensive operational adjustments for both Parties. The Parties further acknowledge that any fire service interruption would result in risks to public welfare. Within 60 days of a notice of termination by either party, the Parties will coordinate to develop a transition plan. The transition plan will include specific implementation deadlines, including any modification to the contract termination date, and will address matters including but not limited to service levels during the transition period and the return or lease of apparatus and equipment by the District to the City.

The Parties will meet and confer in good faith regarding any dispute between the Parties over the implementation of any provisions in this Section 9(b). Any dispute that is not resolved by meeting and conferring will be submitted to non-binding mediation conducted by a JAMS mediator. The Parties agree to meet and confer as soon as practically possible regarding the selection of the mediator and, if possible, agree to mediate the dispute within 45 calendar days. However, nothing in this provision shall be construed so as to delay any of the time periods above, including the development of a transition plan and implementation thereof.

c. Notices.

All notices required or permitted hereunder will be deemed sufficiently given if delivered by hand or mailed, by United States mail, postage prepaid, certified or registered mail, addressed to the Parties at the addresses set forth below or to such other address as may from time to time be designated in writing.

To DISTRICT:
Contra Costa County Fire Protection District
Attn: Fire Chief
4005 Port Chicago Highway, Suite 250,
Concord, CA 94520

With a copy to:
Contra Costa County

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Public Works Department
Attn: Principal Real Property Agent
40 Muir Road
Martinez, CA 94553

To CITY:
City of Pinole
Attn: City Manager
2131 Pear Street
Pinole, CA 94564

d. Further Obligations.

The Parties recognize that this Agreement cannot represent a complete expression of all issues, that may arise during the performance of the Agreement. Accordingly, the District and City agree to meet and confer in good faith over any issue not expressly described herein.

e. No Assignment.

Neither party may assign, delegate, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

f. Exhibits.

All exhibits referred to herein are attached hereto and are, by this reference, incorporated herein. Exhibits to this Agreement include:

Exhibit 1:	Service Area Map
Exhibit 2:	City Fire Apparatus/Equipment Inventory
Exhibit 3:	List of Budgeted Costs
Exhibit 4:	5-Year Cost Projection Provided by the District
Exhibit 5:	Fiscal Year 2022/23 Fire Budget
Exhibit 6:	City of Pinole List of Fire Department Employees

g. Severability.

If any provision of this Agreement (including without limitation any phrase, provision, covenant, or condition) is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

h. Governing Law, Jurisdiction, and Venue.

The interpretation, validity, and enforcement of this Agreement is governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement is to be filed and heard in a court of competent jurisdiction in the County of Contra Costa.

i. Alternative Dispute Resolution.

Except as otherwise provided for in this Agreement, all claims, disputes, and controversies arising

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out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal proceeding. The Parties will jointly select a qualified professional with expertise in the subject matter of the dispute. In order to commence the mediation process, a party must notify the other party in writing of its intent to commence mediation. Each party will propose one or more mediators within 14 days of the date notice is sent. The proposed mediators must be available to conduct the mediation within the following 60 days. The Parties will make a good faith effort to agree to a mediator within 30 days of the date the notice is sent. If the Parties cannot agree to a mediator or the mediation cannot be conducted within these timeframes, then each party's obligation to refer the matter to mediation will be deemed discharged. The cost of mediation shall be divided equally between the Parties.

j. Amendment of Agreement.

This Agreement may be amended or modified only by the mutual agreement of the Parties. No amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

k. Authority.

Each party, or the representative(s) signing this Agreement on behalf of a party, represents and warrants that it has full power and authority to enter into this Agreement and to perform the obligations set forth herein.

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[SIGNATURES ON FOLLOWING PAGE]

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CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

_____
Chair, Board of Directors

Attest:
Clerk of the Board

By: _____
Deputy Clerk

Approved by County Administrator:
MONICA NINO

By: _____
County Administrator/Designee

Approved as to form:
MARY ANN McNETT MASON,
County Counsel

By: _____
County Counsel/Designee

CITY OF PINOLE

_____
Mayor

Attest:

_____
City Clerk

Approved by City Manager:

_____
City Manager

Approved as to form:

_____
City Attorney

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Exhibit 1
Service Area Map

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Exhibit 2
City Fire Apparatus/Equipment Inventory

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Exhibit 3
List of Budgeted Costs

Permanent Salaries – 18 positions
Holiday Pay
Scheduled FLSA Overtime
Uniform Allowance
Retirement
Health Insurance
Workers' Compensation Insurance
FICA
Fuel
Apparatus Replacement
Firefighting and EMS Supplies and Equipment
Apparatus Maintenance and Repair
Overtime and Backfill Compensation
Training and Classes
Misc. Household Expenses
Personal Protective Equipment
Battalion Chief Allocation
Shift Training Captain Allocation
Administration Allocation
Communication Center Allocation

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Exhibit 4
5-Year Cost Projection Provided by the District

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Exhibit 5
Fiscal Year 2022/23 Fire Budget

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Exhibit 6
City of Pinole List of Fire Department Employees

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ATTACHMENT D

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COMPREHENSIVE FISCAL ANALYSIS

City of Pinole, California

Independent fiscal analysis of the proposed cooperative fire service agreement between the City of Pinole, CA, and Contra Costa County Fire Protection District. The purpose of the report is to estimate and compare the cost of service between similar agencies and forecast the expected impact to Pinole. This report is a required diligence item as part of the application to LAFCO and is intended to aide in the local decision-making process.

SMG STONE MUNICIPAL GROUP

September 7, 2022

This Independent Comprehensive Fiscal Analysis ("analysis") was prepared for the City of Pinole, California ("City") as its officials navigate the decision of whether to enter a cooperative shared services fire protection agreement with Contra Costa County Fire Protection District ("CCCFPD"). Per the Contra Costa County Local Agency Formation Commission ("LAFCO"), the initiation process includes a variety of required steps and due diligence items the City of Pinole must complete prior to applying for collaborative fire protection. Specifically, the State of California Government Code Section 56134 requires a submission of an independent fiscal analysis to ascertain whether the financial terms of the service contract are feasible and sustainable. The specific scope of this independent fiscal analysis must review and document all the following:

1. A thorough review of the plan for services submitted by the public agency.
2. Analysis of how the costs of the existing service provider compare to the costs of services provided in service areas with similar populations and of similar geographic size that provide a similar level and range of services and make a reasonable determination of the costs expected to be borne by the public agency providing new or extended fire protection services; and
3. Any other information and analysis needed to support the proposal.
4. Evaluation that the proposed affected territory is expected to receive revenues sufficient to provide public services and facilities and a reasonable reserve during the three fiscal years following the effective date of the contract or agreement between the public agencies to provide the new or extended fire protection services.

Our analysis was completed using budgetary, census, and departmental statistics that were publicly available on the individual units' websites or data portals. We completed a thorough review of the plan for service and supporting documents during the month of June 2022 and communicated with city, county, and fire leadership officials on clarifying questions at that time over multiple worksessions. A list of the comparative agencies was selected with the assistance of city officials on June 15th . Assumptions were used in the estimation of certain direct and indirect costs and are noted within the contents of the report. It is our goal to be conservative in forward looking estimates while also illustrating what the potential fiscal impact may likely be from the proposed cooperative fire service plan. I can be reached at Adam@StoneMunicipal.com or at (317) 476-2826 for questions or additional information as needed.

Sincerely,

Adam D. Stone

Adam D. Stone, CPA

Stone Municipal Group | Municipal Advisor | Principal-in-charge

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Executive Summary

In November, 2021 the County Board of Supervisors approved certain expenditures of Measure X funds. Included in this decision was an intent to provide $2 Million in funding from Measure X to assist in providing full funding, when combined with City of Pinole ("PFD") funds, to reopen Fire Station 74 in Pinole Valley as part of a contract for fire services to be provided by Contra Costa County Fire Protection District ("CCCFPD") for the full operation of fire, rescue, emergency medical, fire prevention, training, and administration to the City of Pinole.

Background information related to the contract for service:

- Fire Station 74 in Pinole Valley was closed in 2012.
- The proposed service plan will provide for the reopening and staffing of Fire Station 74.

Purpose of Report

This report was prepared to assist the City of Pinole with the Contra Costa County Local Agency Formation Commission ("LAFCO") process related to contracting with another unit or agency of local government to provide fire contractual services. An independent fiscal report is required and outlined by the State of California Government Code Section 56134 to ascertain whether the financial terms of the service contract are feasible and sustainable. To comply with the requirements, our firm completed a detailed and thorough review of the proposed service plan, comparable costs, and other documentation that outlines the proposed plan to contract with CCCFPD to provide fire service to City of Pinole residents.

How to Use Navigate & Use Report

This report is prepared for external technical financial review purposes and is not intended to argue one method over another. This report does not make a recommendation or advice regarding negotiation terms, plan for service proposals, or details into day-to-day fire operations. This report is intended to project the most likely budget and financial outcomes of the options available to the City of Pinole and provide stakeholders with information to make an informed decision. As such, readers of this report are encouraged to review the table of contents to select areas of interest. The report is organized into broad sections to comply with California Government Code Section 56134.

Plans and Document Review

This report was prepared using estimates, calculations, and management plans that were made available during June and July 2022. Specifically, we completed a detailed review of the CCCFPD proposed station budgets, proposed Pinole Fire Plan for Services, proposed staffing standards, staffing growth plans, position cost schedules, and operating statistics.

In addition to the plans for service and management reports, we reviewed the City of Pinole's line-item budgetary and financial documents for fiscal years 2018-2022. We also reviewed the most recent CalPERS Annual Valuation Report for Pinole City safety. (i.e. Safety & PEPRA Safety) The FY21 report was not yet published at the time of this report. Therefore, all CalPERS related estimates are dated as of June 30, 2021.

Comparative entity data was sourced through publicly available data on comparable entities which included annual adopted budgets, annual reports, and Census data. For the comparison entities, major assumptions include Fire runs (incidents), staffing levels, and budgetary estimates.

Certain assumptions we made to project future cost of operations under different scenarios. To assist in this forecast, we enlisted the help of the report review team to help create growth plans into our forecast. The core report review team consisted of the following individuals:

- City of Pinole
  - Chief Chris Wynkoop
  - Ms. Markisha Guillory
- Contra Costa County Fire Protection District
  - Chief Lewis Broschard
- Contra Costa County
  - Mr. Adam Nguyen
  - Mr. Paul Reyes

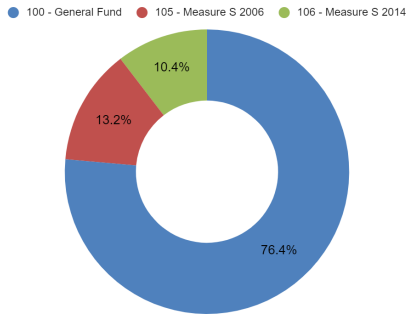
With the help of this group, we were able to prepare a seven-year capital improvement plan for the City of Pinole Fire Department that incorporates apparatus replacement, facility improvements, and necessary equipment needs. While an estimate, this plan will allow us to better compare the scenarios as they more accurately reflect the complete cost of operating the Fire Department long term. Note, the CCCFPD budget scenario assumes an annual programmatic apparatus replacement of $250,000 per year. The City of Pinole Capital Improvement Plan ("CIP") assumes a non-programmatic "pay-as-you-go" apparatus replacement project which results in large swings in the annual capital budget. Comparing the CCCFPD to the average annual capital outlay amount creates a better comparison. The average across all categories is $417,286 per year including building improvements. (i.e. FY 24 - FY 30)

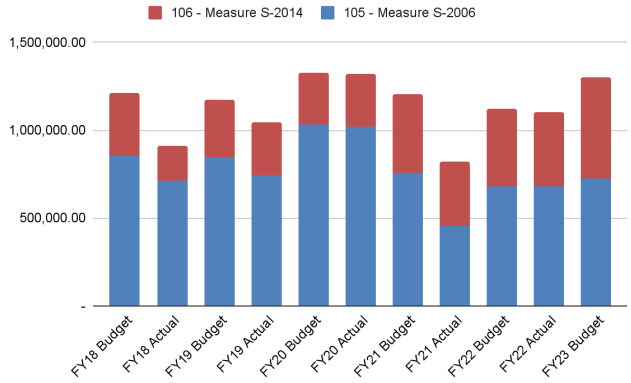
					Plan Year No.								
					0	1	2	3	4	5	6	7	
Project	Description	Funding Source	Budget Line Code	Today's Cost	FY 2023 Current Budget	FY 2024 Estimate	FY 2025 Estimate	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	FY 2030 Estimate	Fire Dept. Total
FF&E-Vehicles	Replace Staff Vehicle (Chief & Battalion)	Budget-Cash	47104	$68,600		$72,000			$83,500				$155,500
FF&E-Equipment	Station 74 Generator	Budget-Cash	47101	$4,000	$4,000								$4,000
FF&E-Improvements/Building	Based on 3-Yr Average	Budget-Cash	47105	$45,000		$47,250	$49,500	$52,000	$54,500	$57,250	$60,000	$63,000	$383,500
FF&E-Equipment	Misc. Equipment	Budget-Cash	47101	$20,000		$21,000	$22,000	$23,000	$24,250	$25,500	$26,750	$28,000	$170,500
FF&E-Computer Equipment	Based on 3-Yr Average	Budget-Cash	47102	$3,000		$3,250	$3,500	$3,750	$4,000	$4,250	$4,500	$4,750	$28,000
FF&E-Furniture	Based on 3-Yr Average	Budget-Cash	47103	$2,500		$2,750	$3,000	$3,250	$3,500	$3,750	$4,000	$4,250	$24,500
FF&E-Equipment	Type VI Grass Rig	Budget-Cash	47101	$275,000				$318,250					$318,250
FF&E-Equipment	Type III Wildland Engine	Budget-Cash	47101	$450,000						$574,250			$574,250
FF&E-Equipment	Type I Front-Line Engine	Budget-Cash	47101	$900,000								$1,266,500	$1,266,500
				$1,625,000	$4,000	$146,250	$78,000	$400,250	$169,750	$665,000	$95,250	$1,366,500	$2,925,000

Analysis of Existing Service Provider Cost

The City of Pinole Fire Department Budget is sourced by multiple governmental funds. The funds reviewed are General Fund, 2006 Measure S Fund, 2014 Measure S Fund, Equipment Reserve, and the Growth Impact Fund. We reviewed combined actual and budgeted results for fiscal years 2018, 2019, 2020, 2021, 2022, and 2023. Below is a categorical summary which shows combining current and historic results for the Fire Department.

Category	2017-2018 Actual	2018-2019 Actual	2019-2020 Actual	2020-2021 Actual	2021-2022 Actual	2022-2023 Total Budget
Category: 32 - INTERGOVERNMENTAL REVENUES	$47,026	$57,026	$47,026	$46,937	$46,937	$47,026
Category: 33 - LICENSES AND PERMITS	$67,307	$101,163	$54,436	$74,600	$273,396	$301,922
Category: 38 - MISCELLANEOUS REVENUE	$0	$1,190	$1,071	$110,484	$139	$1,746
Category: 39 - OTHER FINANCING SOURCES	$10,000	$0	$0	$0	$0	$0
REVENUE TOTAL	$124,333	$159,379	$102,533	$232,022	$320,472	$350,694
Category: 40 - SALARIES AND WAGES	$1,832,416	$1,878,300	$2,182,339	$2,205,603	$2,560,590	$2,663,740
Category: 41 - EMPLOYEE BENEFITS	$604,578	$860,471	$1,038,920	$1,097,045	$1,341,532	$1,602,331
Category: 42 - PROFESSIONAL/ADMINISTRATIVE SERVICES	$637,373	$640,483	$684,184	$857,617	$560,089	$843,700
Category: 43 - OTHER OPERATING EXPENSES	$55,366	$52,691	$61,102	$69,773	$74,494	$53,600
Category: 44 - MATERIALS AND SUPPLIES	$43,413	$26,969	$65,351	$48,148	$84,323	$66,000
Category: 46 - INTERFUND/INTERDEPARTMENTAL CHARGES	$111,353	$61,593	$212,462	$197,543	$215,152	$281,057
Category: 47 - ASSET ACQUISITION, IMPROVEMENT, DISPOSAL	$0	$168,113	$200,019	$954,080	$10,905	$4,000
Category: 48 - DEBT SERVICE	$70,433	$70,433	$70,433	$0	$0	$0
EXPENSE TOTAL	$3,354,931	$3,759,053	$4,514,810	$5,429,808	$4,847,084	$5,514,428
NET TO BE COVERED BY GENERAL REVENUES	-$3,230,598	-$3,599,674	-$4,412,277	-$5,197,786	-$4,526,612	-$5,163,734





Source: City of Pinole financial reports and budget documents provided July 14, 2022. (unaudited)

Comparison of Existing Service Provided to Similar Entities

Entity Selection

Part of the LAFCO process is to conduct comparative cost analysis. For this report, we selected comparison entities that were similar in population and geographic size. (i.e., land area) Additionally, we looked at entities that provide a similar range and level of service. We selected fire runs, number of stations, and staffing level as indicators for range and level of service. Lastly, we selected comparable entities of differing government structure and fire service. As each entity is different, the data for each was normalized to produce as close to an "apples-to-apples" comparison as possible. Therefore, the data was normalized on per capita, per full-time firefighter, and per run incident metrics to help in the comparability. It should be noted that comparing public safety departments on an apples-to-apples basis is extremely challenging as run data can be grossly under or over inflated due to different entities counting runs differently. (e.g. EMS, apparatus dispatched, etc.) For the purposes of this report, we are taking the publicly available data at face value and make no opinion on the type of runs reported.

Entity Comparison

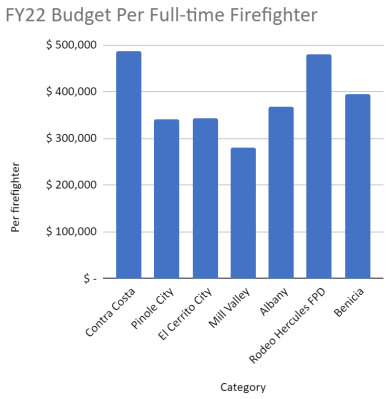
	Agency-Wide		Comparable Entities				
Category	Contra Costa	Pinole City	El Cerrito City	Mill Valley	Albany	Rodeo Hercules FPD	Benicia
Population estimates (1)	625,000	18,821	25,845	14,105	19,488	35,744	26,819
Land Area - Square Miles (2)	304	5.1	3.7	4.8	1.8	10.2	12.8
Fire Runs - Incidents (3) (4)	82,561	1,624	3,010	1,888	1,850	2,888	2,761
Service Level:							
Stations (3) (4)	26	1	2	2	1	2	2
Fulltime Firefighters (3) (4)	355	15	36	26	18	18	30
Fulltime Firefighters per 1,000 residents	0.57	0.80	1.39	1.84	0.92	0.50	1.12
Fire Runs per 100 residents	13.21	8.63	11.65	13.39	9.49	8.08	10.29
Population per square mile	2,056	3,690	7,042	2,951	10,887	3,515	2,094

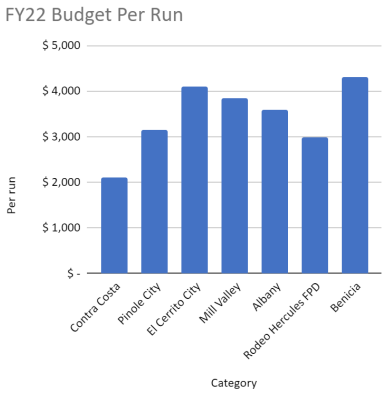
Source:
1.) United States Census - July 1, 2021 (V2021) Population Estimates as collected by the five-year American Community Survey data. (2016-2020)
2.) United States Census - Population per square mile, 2020.
3.) Fire department websites, 2021 annual reports, and operational plans where available.
4.) Contra Costa, El Cerrito, and Rodeo fire incidents provided by CCCFPD dispatch.

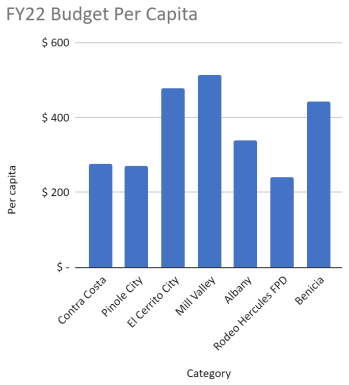
Notes:
Budget Comparison (FY2022 Adopted Budget)
Assumes (2) civilian positions for Mill Valley listing. SMFPD listed 4,720 fire incidents in FY21. Assumes 40% of runs allocated to Mill Valley.
Rodeo Hercules FDP includes Census Designated Place ("CDP") population estimates.

Comparison of Existing Service Provided to Similar Entities (Cont.)

Budget Comparison







Category	Contra Costa	Pinole City	El Cerrito City	Mill Valley	Albany	Rodeo Hercules FPD	Benicia
Salaries & Benefits	127,023,000	$ 3,826,010	$ 11,084,920	$ 6,011,043	$ 5,197,300	$ 7,121,509	$ 9,442,290
Services & Supplies	18,964,000	1,193,632	1,226,382	1,256,970	580,840	1,218,423	1,175,940
Capital Outlay	3,498,000	72,600	37,100	-	-	20,500	810,700
Debt Service	-	-	-	-	-	269,114	-
Other Financing Uses	14,057,000	-	-	-	843,755	-	196,630
Special Items	9,182,000	-	-	-	-	3,420	238,600
Total Adopted Budgets	$ 172,724,000	$ 5,092,242	$ 12,348,402	$ 7,268,013	$ 6,621,895	$ 8,632,966	$ 11,864,160
Normalized Expenditures:							
Per Capita	$ 276	$ 271	$ 478	$ 515	$ 340	$ 242	$ 442
Per Firefighter	$ 486,546	$ 339,483	$ 343,011	$ 279,539	$ 367,883	$ 479,609	$ 395,472
Per Run	$ 2,092	$ 3,136	$ 4,102	$ 3,850	$ 3,579	$ 2,989	$ 4,297

Source:
1.) United States Census - July 1, 2021 (V2021) Population Estimates as collected by the five-year American Community Survey data. (2016-2020)
2.) United States Census - Population per square mile, 2020.
3.) Fire department websites, 2021 annual reports, and operational plans where available.
4.) Contra Costa, El Cerrito, and Rodeo fire incidents provided by CCCFPD dispatch.

Notes:
Budget Comparison (FY2022 Adopted Budget)
Assumes (2) civilian positions for Mill Valley listing. SMFPD listed 4,720 fire incidents in FY21. Assumes 40% of runs allocated to Mill Valley.
Rodeo Hercules FDP includes Census Designated Place ("CDP") population estimates.
Comparable entities selected by City of Pinole.

Scenarios Overview

For the comparison of current service level ("Scenario One") and CCCFPD cooperative agreement ("Scenario Two") we made several significant assumptions. First we calculated the most likely cost projections under the two primary options being considered; 1.) Continuation of "in-house" Pinole Fire Department service to operate one station, and 2.) Contractual Service for Fire Service with CCCFPD to operate two stations. Within each scenario we also calculated the worst case and best case scenarios to illustrate the sensitivity based on different assumptions. (e.g. inflation, Measure X allocations, economic conditions)

Scenario 1 - Continuation of Current Service Level

In this scenario we assumed no transition to CCCFPD and no change in existing level of service. (i.e. stations or staffing) This scenario forecasts operating and capital expenditures for the budget periods FY 2022/23 – 2029/30.

- Budget estimates based on FY 2022-23 Fire Department combined budget of $5,514,428. (General, Measure S 2006, and Measure S 2014 funds.)
- Assumes no growth in existing staffing or funded staffing levels. (17 current FTEs)
- Assumes six percent (6%) annual increase in salary and wages. (e.g., 3% cost of living increase and 3% market equity increase)
- Assumes employee benefits remain constant as a percentage of gross salaries and wages.
- Assumes a stair-stepped inflation of eight percent to five percent (8% - 5%) annual increase in materials, supplies, and services due to rising prices.
- Assumes an initial $146,250 capital outlay expenditures. (e.g., equipment replacement, vehicle replacement, and station improvements)
- Assumes a seven-year capital improvement plan of $2,925,000 average of $417,286 per year including facility and computer equipment. The average vehicle and apparatus replacement need is estimated at $292,875 per year. To help with apples-to-apples comparison we have assumed a level sinking fund replacement to smooth out large budget differences in future years.
- Assumes five percent (5%) annual increase in capital expenditures due to rising prices.

Expected Costs of Current Service Level ("Most Likely")

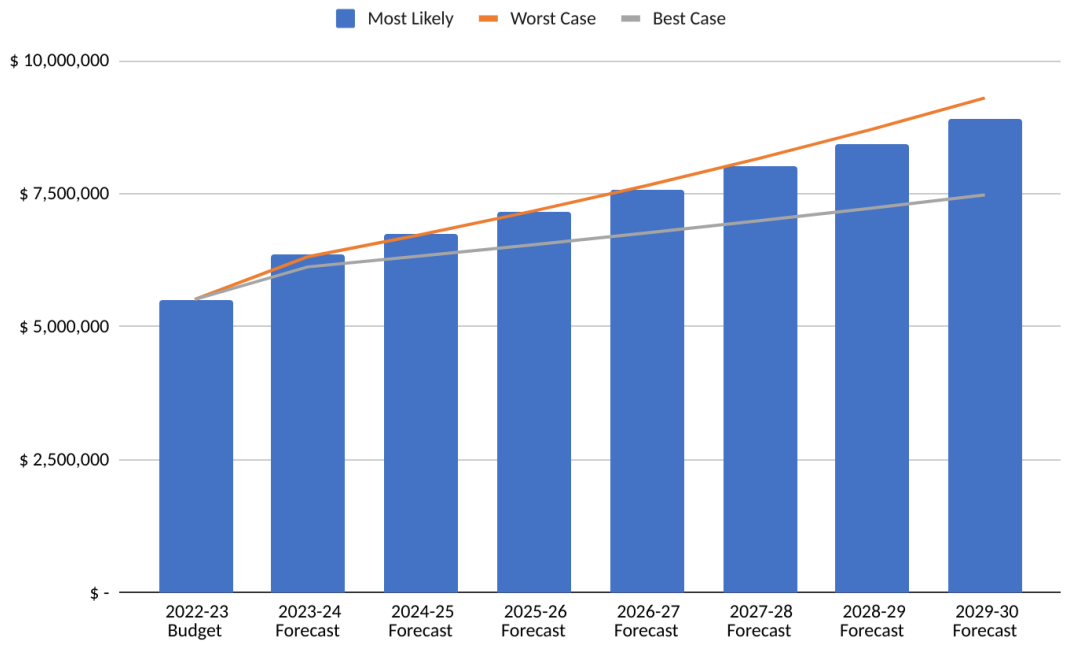
If the City of Pinole chooses to not enter into a cooperative fire agreement with CCCFPD, 100% of current employee salary and employee benefit costs will remain in the City's budget. The current level of service does not include any of the recommendations outlined in the growth plan.

	Year 0	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*	*Year 6*	*Year 7*
	2022-23 Budget	**2023-24 Forecast**	**2024-25 Forecast**	**2025-26 Forecast**	**2026-27 Forecast**	**2027-28 Forecast**	**2028-29 Forecast**	**2029-30 Forecast**
Budget Forcast:								
Personnel Cost (Salaries and Wages)	$ 2,663,740	$ 2,823,564	$ 2,992,978	$ 3,172,557	$ 3,362,910	$ 3,564,685	$ 3,778,566	$ 4,005,280
Employee Benefits:								
PERS Retirement (~40%)	$ 1,105,953	$ 1,129,426	$ 1,197,191	$ 1,269,023	$ 1,345,164	$ 1,425,874	$ 1,511,426	$ 1,602,112
Employee Medical-Active (~15%)	$ 285,646	$ 423,535	$ 448,947	$ 475,884	$ 504,437	$ 534,703	$ 566,785	$ 600,792
Workers Compensation (~5%)	$ 138,122	$ 141,178	$ 149,649	$ 158,628	$ 168,146	$ 178,234	$ 188,928	$ 200,264
Other Employee Benefits (~3%)	$ 72,610	$ 84,707	$ 89,789	$ 95,177	$ 100,887	$ 106,941	$ 113,357	$ 120,158
Other Operating Expenses	$ 1,244,357	$ 1,343,906	$ 1,451,418	$ 1,567,531	$ 1,677,259	$ 1,777,894	$ 1,866,789	$ 1,960,128
Capital Outlays	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Plan	$ -	$ 417,000	$ 417,000	$ 417,000	$ 417,000	$ 417,000	$ 417,000	$ 417,000
Operating Expenses before other costs	$ 5,514,428	$ 6,363,316	$ 6,746,973	$ 7,155,799	$ 7,575,803	$ 8,005,331	$ 8,442,852	$ 8,905,735

Notes:
Per Capital Improvement Plan v3
Based on adopted FY 2023 City of Pinole Fire Department budget.

Current Service Level Sensitivity Analysis

For scenario one we projected future expected costs using the most likely, worst case, and best case assumptions. Across the different potential outcomes, we assumed different sets of future inflation and economic assumptions.



We calculated the future expected budget outcome and annual budget variance between the CCCFPD scenario two and City provided service scenario one cost forecasts. These are intended to provide the City of Pinole a reasonable range of likely future cost of service as well as the favorable (unfavorable) results of each.

Budget Projections

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	$ 5,514,428	$ 6,363,316	$ 6,746,973	$ 7,155,799	$ 7,575,803	$ 8,005,331	$ 8,442,852	$ 8,905,735
Worst Case	$ 5,514,428	$ 6,314,987	$ 6,730,355	$ 7,175,564	$ 7,652,798	$ 8,164,404	$ 8,712,902	$ 9,301,003
Best Case	$ 5,514,428	$ 6,124,787	$ 6,329,670	$ 6,542,382	$ 6,763,241	$ 6,992,581	$ 7,230,749	$ 7,478,107

Budget Impact (Favorable) Unfavorable by Outcome

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Worst Case	$ -	$ (48,328)	$ (16,617)	$ 19,765	$ 76,995	$ 159,073	$ 270,051	$ 395,268
Best Case	$ -	$ (238,528)	$ (417,303)	$ (613,418)	$ (812,562)	$ (1,012,750)	$ (1,212,103)	$ (1,427,628)

Budget (Favorable) Unfavorable Change Compared to Scenario 2

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	$ -	$ 255,870	$ 207,562	$ 111,918	$ 928	$ (122,333)	$ (268,208)	$ (428,030)
Worst Case	$ -	$ 207,542	$ 24,070	$ (2,224,146)	$ (2,497,301)	$ (2,792,347)	$ (3,119,895)	$ (3,483,523)
Best Case	$ -	$ 17,342	$ 19,070	$ (22,120)	$ (63,912)	$ (100,466)	$ (139,293)	$ (180,529)

Scenario 2 – Cooperative Fire Service Agreement with CCCFPD

In this scenario we assumed a complete staffing transition to CCCFPD and that the City would effectively outsource 100% of its going forward costs for fire protection staffing to CCCFPD. This scenario forecasts operating and capital expenditure for the budget periods 2022-23 through 2029-30.

- Budget estimates based on FY 2022-23 Fire Department combined budget of $5,514,428. (General, Measure S 2006, and Measure S 2014 funds.)
- Assumes Contra Costa County will allocate two million dollars ($2,000,000) of Measure X funding annually towards the cooperative fire service agreement throughout the contract term. Note, the current contract language only includes Measure X funding for FY 2022-23 and FY 2023-24.
- Assumes Pinole Fire would transfer all positions, equipment, and apparatus to CCCFPD at no cost.
- Assumes existing (1) active and (1) inactive Fire Stations would remain as a fixed capital asset of the City of Pinole. Facility repairs and maintenance to be the responsibility of City of Pinole
- Assumes (1) inactive station would be activated and staffed by CCCFPD to restore the level of service achieved in the past.
- Assumes Pinole Fire would continue to be responsible for following existing budgetary items moving forward: Fire allocated CalPERS Unfunded Accrued Liability ("UAL"), abatement services, station utilities, station repairs and maintenance, legal charges, and property liability. Total remaining budgetary cost estimated at $753,489 or 13.66% of current budget.
- Assumes CCCFPD staffing of (3) Captains, (3) Engineers, and (3) Firefighters per station. Pass-through and/or of other CCCFPD related expenditures. (e.g. employee benefits, operating expenses, apparatus replacement)
    - Assumes direct station staffing related costs of $3,000,786 per station.
    - Operating cost of $114,436, and equipment replacement of $125,000 per station.
    - Assumes $172,498 in allocated communication center dispatch cost. Assumes the communication center allocated cost grows at 4% per year.
    - Assumes a shared services administrative cost of 10% billed to the City of Pinole. The administrative cost will be charged on all budgeted costs minus the communication center charges. The basis for the 10% administrative cost is the annual adopted budget, of which the City of Pinole will be made known of increases or decreases year to year. A list of indirect costs are included in the additional information section of this report.
- Assumes initial gross annual contract amount of $7,300,987 or $441,749 per month beginning January 1, 2023 net Measure X. Cost to be billed out monthly based on the annual budget less the two million in Measure X allocation. Future budgets are subject to change and appropriation by the fiscal body.
- Future adjustments or escalations of the Measure X allocation are being evaluated. To be conservative, we have assumed the allocation remains a constant $2,000,000.
- One-time budgetary impact to the City of Pinole File Department in the amount of $52,969.63 to cover the payout of accrued vacation.
- Assumes fiscal impact under full budget year scenario. Contract likely to become effective mid-fiscal year (January 1, 2023) and therefore the initial cost will be based on the remaining six fiscal months of budget year 2023.
- Assumes that from the date CCCFPD hires such staff, CCCFPD will be responsible for all salaries, employee benefits, including contributions for retiree-related benefits, and future accruals of unfunded liability for retiree-related benefits.

- Assumes the City of Pinole will be responsible for 100% of retiree-related and other post-employment benefits, including accrued CalPERS unfunded liability for retiree-related benefits, for such staff for the period during which they were employed by the City of Pinole.
- Assumes personnel costs at the top step for each class of employee.
- Assumes a stair-stepped inflation of eight percent to three percent (8% - 3%) annual increase in materials, supplies, services, and personnel services.

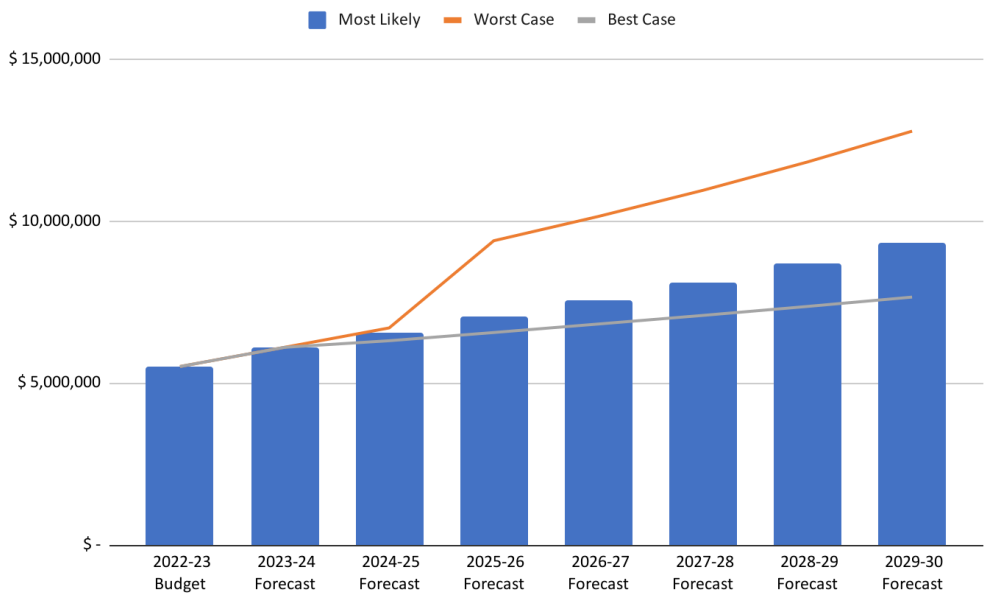
Expected Costs of Cooperative Fire Agreement ("Most Likely")

If the City of Pinole enters into a cooperative fire agreement with CCCFPD, 100% of current employee salary and employee benefit costs will be converted into a contractual service expenditure. The initial contract value is based on the budgeted cost of the positions and it is expected to increase over the contract period as cost-of-living adjustments are approved. To recover indirect administrative costs, CCCFPD is expected to charge an administrative cost of 10%. This administrative cost is included within the initial proposed two-station budget of $7,300,987. Adjusted for the Measure X allocation, the initial budget to be billed to the City of Pinole is anticipated to be $5,300,987, or $441,749 per month. In addition to the personnel costs, the City of Pinole will continue certain services and supplies costs associated with the department.

	Year 0 2022-23 Budget	*Year 1* 2023-24 Forecast	*Year 2* 2024-25 Forecast	*Year 3* 2025-26 Forecast	*Year 4* 2026-27 Forecast	*Year 5* 2027-28 Forecast	*Year 6* 2028-29 Forecast	*Year 7* 2029-30 Forecast
Proposed CCCFPD Contractual Costs:								
Personnel Cost (Pass-Through)	$ -	$ 2,540,000	$ 2,616,200	$ 2,694,686	$ 2,775,527	$ 2,858,792	$ 2,944,556	$ 3,032,893
Employee Benefits (Pass-Through)	$ -	$ 3,461,572	$ 3,738,498	$ 4,037,578	$ 4,360,584	$ 4,709,431	$ 5,086,186	$ 5,493,080
Direct cost allocations (materials and supplies)	$ -	$ 173,872	$ 187,782	$ 202,804	$ 217,001	$ 230,021	$ 241,522	$ 253,598
Direct cost allocations (equipment replacement)	$ -	$ 305,000	$ 320,250	$ 336,263	$ 353,076	$ 370,729	$ 389,266	$ 408,729
Communication Center Allocation	$ -	$ 172,498	$ 179,398	$ 186,574	$ 194,037	$ 201,798	$ 209,870	$ 218,265
Administration Allocation (10%)	$ -	$ 648,044	$ 686,273	$ 727,133	$ 770,619	$ 816,897	$ 866,153	$ 918,830
Operating Expenses before Measure X	$ -	$ 7,300,987	$ 7,728,401	$ 8,185,038	$ 8,670,843	$ 9,187,669	$ 9,737,552	$ 10,325,395
Measure X County Allocation	$0	-$2,000,000	-$2,000,000	-$2,000,000	-$2,000,000	-$2,000,000	-$2,000,000	-$2,000,000
Net Shared CCCFPD Contractual Cost	$0	$5,300,987	$5,728,401	$6,185,038	$6,670,843	$7,187,669	$7,737,552	$8,325,395
Operating Budget Impact:								
Personnel Cost (Salaries and Wages)	$ 2,663,740	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Employee Benefits	$ 1,195,404	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Remaining UAL Payment	$ 406,927	$ 439,100	$ 471,470	$ 492,140	$ 511,660	$ 524,080	$ 536,797	$ 549,824
Other Operating Expenses	$ 1,244,357	$ 314,389	$ 339,540	$ 366,703	$ 392,372	$ 415,915	$ 436,710	$ 458,546
NEW Contractual Service Agreement (From Above)	$ -	$ 5,300,987	$ 5,728,401	$ 6,185,038	$ 6,670,843	$ 7,187,669	$ 7,737,552	$ 8,325,395
Capital Outlays	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Plan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PLUS: One-Time Transition Cost (Vacation Payout)	$ -	$ 52,970	$ -	$ -	$ -	$ -	$ -	$ -
Total Expected Cost of Contractual Fire Service	$ 5,514,428	$ 6,107,445	$ 6,539,411	$ 7,043,881	$ 7,574,875	$ 8,127,664	$ 8,711,060	$ 9,333,765

Cooperative Fire Agreement Sensitivity Analysis

For scenario two we continued with projecting costs using the most likely, worst case, and best case assumptions. In addition to inflation and economic assumptions, we added a worst case scenario where the Measure X income tax allocation expires after the second fiscal year of operations. This change materially affected the future net budget impact to the City of Pinole and is one of the single largest future cost variables. Under the best case scenario, we assumed Measure X would continue for every year services are contracted and would increase annually at a reasonable growth rate.



We calculated the future expected budget outcome and annual budget variance between the CCCFPD scenario two and City provided scenario one cost forecasts. These are intended to provide the City of Pinole a reasonable range of likely future cost of service as well as the favorable (unfavorable) results of each.

Budget Projections

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	$ 5,514,428	$ 6,107,445	$ 6,539,411	$ 7,043,881	$ 7,574,875	$ 8,127,664	$ 8,711,060	$ 9,333,765
Worst Case	$ 5,514,428	$ 6,107,445	$ 6,706,285	$ 9,399,710	$ 10,150,099	$ 10,956,750	$ 11,832,797	$ 12,784,526
Best Case	$ 5,514,428	$ 6,107,445	$ 6,310,600	$ 6,564,502	$ 6,827,153	$ 7,093,047	$ 7,370,042	$ 7,658,636

Budget Impact (Favorable) Unfavorable by Outcome

	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Worst Case	$ -	$ -	$ 166,875	$ 2,355,829	$ 2,575,224	$ 2,829,086	$ 3,121,738	$ 3,450,761
Best Case	$ -	$ -	$ (228,811)	$ (479,379)	$ (747,722)	$ (1,034,617)	$ (1,341,018)	$ (1,675,129)

Budget (Favorable) Unfavorable Change Compared to Scenario 1

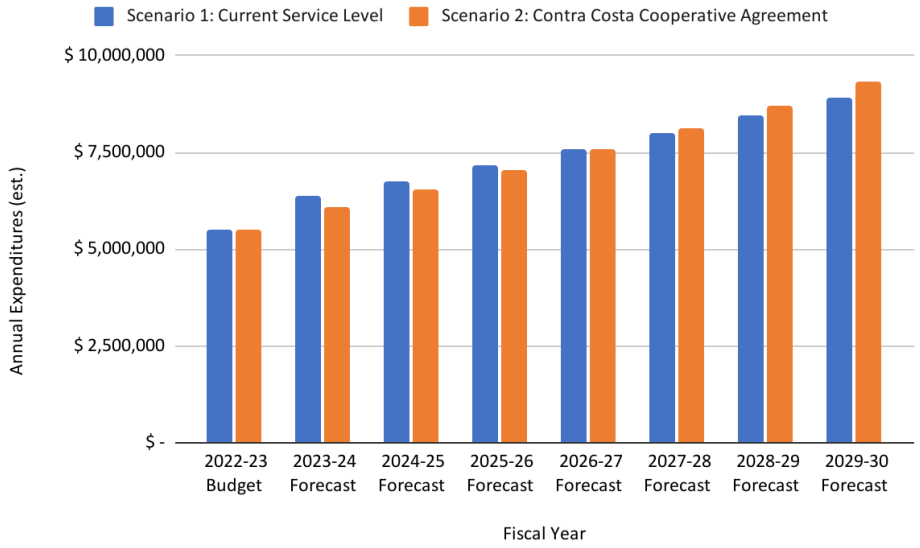
	2022-23 Budget	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast
Most Likely	$ -	$ (255,870)	$ (207,562)	$ (111,918)	$ (928)	$ 122,333	$ 268,208	$ 428,030
Worst Case	$ -	$ (207,542)	$ (24,070)	$ 2,224,146	$ 2,497,301	$ 2,792,347	$ 3,119,895	$ 3,483,523
Best Case	$ -	$ (17,342)	$ (19,070)	$ 22,120	$ 63,912	$ 100,466	$ 139,293	$ 180,529

Additional Information & Analysis

Cost Comparison of Scenarios

	City of Pinole	CCCFPD Contract
Scenario Reference	001	002
Active Stations	1	2
Full Time Firefighters	15	18
Expected Annual Cost - Yr 1 of Contract (Gross)	$6,363,316	$7,300,987
Measure X Allocation	$0	$2,000,000
Expected Annual Cost - Yr 1 of Contract (Net)	$6,363,316	$5,300,987
City Annual Cost (On-going)	$0	$753,489
City Cost (one-time)	$0	$52,970
Total Cost - Yr 1	$6,363,316	$6,107,445
Expected Monthly Cost - Yr 1 of Contract	$530,276	$508,954
Expected Cost - 7-Yr Plan Average	$7,599,401	$7,634,014
Expected Monthly Cost - 7-Yr Plan Average	$633,283	$636,168

Based on the most likely assumptions and the annual sinking fund for capital outlays, the CCCFPD ("scenario two") option provides the lowest net budget impact to the City of Pinole in FY 2023-24 ("Yr 1") . Over time, the CCCFPD is expected to cost slightly more than the current operations by $34,613 per year on average. This amount assumes the Measure X allocation remains constant for all years a contract for service is in place. While the cost is projected to be higher, note the City's current staffing of fifteen full time equivalents (15 firefighters) supplies one station currently, whereas CCCFPD staffs two stations.



Contra Costa County Fire Protection District Administrative Cost

Below is a list of indirect costs that together represent the rationale behind the 10% proposed administrative cost.

- Administration - Fire Chief, Deputy Fire Chief, Fire Marshal
- Public Information Officer
- General and automobile liability
- Information Technology Support and Infrastructure
- Payroll, Accounting, Fire District Human Resources
- Fire Investigation Services
- Training Administration, Vector Solutions
- EMS Training and Quality Improvement
- County General (legal, County Administration, Auditor) Charges

Contra Costa County Fire Protection District Revenue Sufficiency

For this report, we assume year one ("Yr 1") for scenario two is FY 2023-24. Based on the assumptions, the anticipated monthly CCCFPD cost of service incurred and billed to Pinole Fire Department during the first three years would be as follows:

	Yr 1	Yr 2	Yr 3
Estimated Annual Cost of Service, gross	$ 7,300,987	$ 7,728,401	$ 8,185,038
Less: Measure X Allocation	$ (2,000,000)	$ (2,000,000)	$ (2,000,000)
Net Cost of Service Billable to Pinole	$ 5,300,987	$ 5,728,401	$ 6,185,038
Percentage of FY 2023 Budget	96%	104%	112%
Percentage of Scenario One Expected Cost	87%	89%	87%
Percentage of FY 2023 Measure S Sources	108%	117%	126%
Estimated Monthly Charge for Service	$441,749	$477,367	$515,420

City of Pinole Feasibility

The City of Pinole maintains five separate funds which have supported the Fire Department over the past few fiscal years. Two of those funds relate to the City of Pinole's Measure S funds. (i.e. 2006 & 2014) For the 2023 fiscal year budget, the total Measure S funds are estimated at $4,902,000. Historically, the Fire Department has received approximately 25%, or $1,039,873, of the total Measure S funding. The City of Pinole's Measure S funds do not currently have a predetermined sunset or expiration date. As of the FY 2023 budget, there were $4.9M of Measure S funds appropriated, which represented 13% budget growth year over year.

Funding Sources	FY 2021/22 Budget	FY 2022/23 Budget	% Change
General Fund Revenues (all sources)	$21,627,288	$28,111,479	30%
2014 Measure S	$2,173,000	$2,451,000	13%
2006 Measure S	$2,163,746	$2,451,000	13%
	$25,964,034	$33,013,479	27%
Fire Department Expenditure Budget	$5,092,242	$5,514,428	8%
Fire Department Utilization - Measure S (in dollars)	$1,124,737	$1,301,724	16%
Fire Department Utilization - Measure S (in percent)	$0	$0	
Measure S as Percent of General Fund Revenues	20%	17%	-13%
Fire Department Budget as Percent of General Fund Revenues	24%	20%	-17%
Fire Department Funding Sources by Fund:			
General Fund	$3,967,505	$4,212,704	6%
Measure S 2006	$679,488	$727,182	7%
Measure S 2014	$445,249	$574,542	29%

Governmental Reserves	6/30/2020	6/30/2021	% Change
General Fund Balance	$38,763,912	$41,473,658	7%
Cash and investments	$17,713,884	$19,457,868	10%
Unassigned General Fund Balance	$10,828,937	$12,488,562	15%

Source: City of Pinole Budget (FY 2021-22, FY 2022-23, & ACFR 06/30/2020 & 06/30/2021)

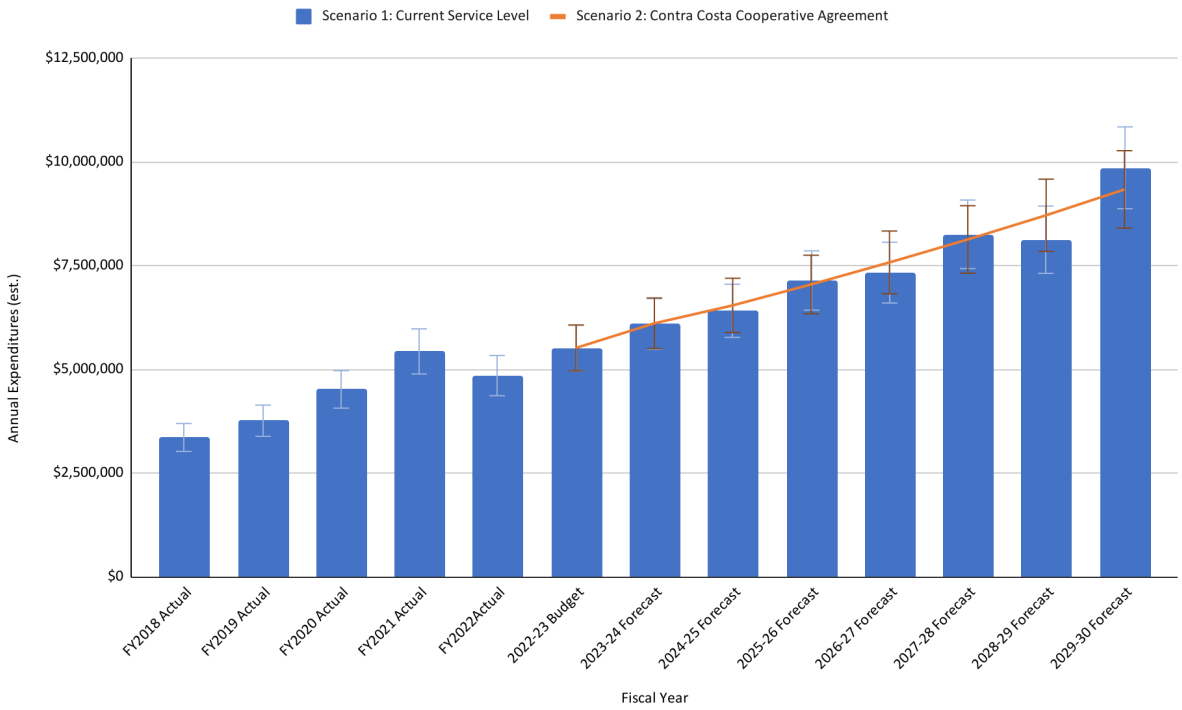
Looking beyond the Measure S funds, the Fire Department has averaged $187,748 in department specific revenues that are expected to remain as a local funding source.

Additionally each year the City Finance Department prepares a detailed budget and annual report that has certain financial policies to drive decisions. One such policy is a general reserve policy of 50%. That reserve level is currently met and the last audited financial statement reflects a General Fund Unassigned balance of $12,488,526. This amount is up 15% year over year and creates an unrestricted funding source to help stabilize operations in a period of budget contraction.

Based on the anticipated lower cost of scenario two, Measure S revenues, Measure X allocation, and the annual appropriation process, it appears that the City of Pinole has the financial means to enter into an agreement if their fiscal body finds that appropriate. However, if the Measure X allocation is not secured during the contract term, the additional $2M to the budget would create a materially unfavorable budget result. We would caution the City to take upon that future unfunded liability.

City of Pinole Feasibility (Cont.)

The City of Pinole Fire Department's actual expenditures have increased an average of 10% per year between FY 2018 and FY 2022. Based on the current assumptions, the annual cost escalation under scenario one is 8.65%. Comparatively, scenario two is expected to grow by 7.81% per year and is projecting an initial cost increase based on the current assumptions. Below is a comparison of actuals versus projected future cost under both scenarios. To be conservative with forward estimates, the forecast for both scenarios include a plus or minus 10% margin of safety.



CalPERS Fire Department Unfunded Accrued Liability

Using the most recent June 30, 2020 valuation report the cumulative unfunded accrued liability (UAL) is $22,253,952 across the PERS-PEPRA Safety Fire and PERS-Safety plan. In order to allocate the amount retained by the City of Pinole, the percentage of full-time Fire Department employees vs total safety related positions could be used. At the time of this report, the pro rata portion of total CalPERS unfunded liability and amortization payments was allocated to the Fire Department was 23%. Therefore, for the 2022-23 budget cycle the remaining UAL budget impact that would remain with the City of Pinole is estimated to be $406,927.

PERS-PEPRA Safety Fire:

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio
06/30/2014	$12,401	$12,927	($526)	104.2%
06/30/2015	70,859	66,043	4,816	93.2%
06/30/2016	95,388	81,870	13,518	85.8%
06/30/2017	95,847	83,023	12,824	86.6%
06/30/2018	113,140	97,740	15,400	86.4%
06/30/2019	194,870	174,467	20,403	89.5%
06/30/2020	241,958	212,197	29,761	87.7%

PERS-Safety:

Valuation Date	Accrued Liability (AL)	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio
06/30/2011	$46,103,119	$36,824,707	$9,278,412	79.9%
06/30/2012	47,888,593	36,109,991	11,778,602	75.4%
06/30/2013	51,681,999	41,436,450	10,245,549	80.2%
06/30/2014	56,111,018	46,686,286	9,424,732	83.2%
06/30/2015	57,996,772	45,575,302	12,421,470	78.6%
06/30/2016	60,809,793	44,325,488	16,484,305	72.9%
06/30/2017	64,072,583	47,307,038	16,765,545	73.8%
06/30/2018	70,371,785	50,957,506	19,414,279	72.4%
06/30/2019	72,486,976	52,024,491	20,462,485	71.8%
06/30/2020	74,783,071	52,558,880	22,224,191	70.3%

UAL Cost Projection:

	Year 0 **2022-23** **Budget**	*Year 1* **2023-24** **Forecast**	*Year 2* **2024-25** **Forecast**	*Year 3* **2025-26** **Forecast**	*Year 4* **2026-27** **Forecast**	*Year 5* **2027-28** **Forecast**	*Year 6* **2028-29** **Forecast**	*Year 7* **2029-30** **Forecast**
Projected UAL Payment (PERS Safety)	$1,762,095	$1,900,000	$2,039,000	$2,128,000	$2,212,000	$2,266,000	$2,321,290	$2,377,930
Future Projected Growth		8%	7%	4%	4%	2%	2%	2%
Fire Department Allocation	23%	23%	23%	23%	23%	23%	23%	23%
Allocated UAL (est.)	$405,282	$437,000	$468,970	$489,440	$508,760	$521,180	$533,897	$546,924
Projected UAL Payment (PERS PEPRA Fire)	$1,645	$2,100	$2,500	$2,700	$2,900	$2,900	$2,900	$2,900
Future Projected Growth		28%	19%	8%	7%	0%	0%	0%
Fire Department Allocation	100%	100%	100%	100%	100%	100%	100%	100%
Allocated UAL (est.)	$1,645	$2,100	$2,500	$2,700	$2,900	$2,900	$2,900	$2,900
Total Remaining UAL	$406,927	$439,100	$471,470	$492,140	$511,660	$524,080	$536,797	$549,824

Budget Impacts - Remaining Items

Below is the current budget itemized by the expenditure account. Certain expenditure amounts would remain the responsibility of the City of Pinole Fire Department and be incurred above and beyond the contractual services agreement cost. The current 2022-23 budget includes an estimate of $1,105,953 for 41004 - Employee Benefits PERS Retirement. This amount includes the CalPERS Unfunded Accrued Liability ("UAL") related to the Fire Department. Under scenario two, a portion of that budget expense would become the future responsibility of Contra Costa County. However, the UAL portion would remain the financial responsibility of the City of Pinole. Therefore, we have estimated the allocation and incorporated the remaining UAL component within the retained budgetary expenditures.

Remains in City of Pinole Budget

Account	2022-2023 Budget Estimate
41004 - Emp Benefits/PERS Retirement ("UAL")	$406,927
42108 - Prof Svcs/Building-Structure Maintenance	$14,370
42512 - Admin Exp/Abatement	$120,000
43101 - Utilities/Telephone	$100
43102 - Utilities/Water	$10,000
43103 - Utilities/Electricity & Power	$40,000
43105 - Utilities/Cable	$500
46126 - Legal Charges	$10,000
46201 - Insurance/General Liability	$151,592
Sub-Total	$753,489

Budget Impacts - Transitioning Items

Below is the current budget itemized by the expenditure account. The expenditure accounts are anticipated to be included within the cost of contractual services agreement cost.

Transitions to Contractual Service

Account	2022-2023 Budget Estimate
40101 - Salary & Wages/Full Time	$2,080,171
40102 - Salary & Wages/Part Time	$0
40103 - Salary & Wages/Vacation Leave	$5,262
40105 - Salary & Wages/Floating Holiday Leave	$123,893
40106 - Salary & Wages/Admin Leave	$0
40201 - Overtime	$250,000
40202 - FLSA Overtime	$59,936
40303 - Other Pay/Acting	$43,861
40305 - Other Pay/Uniform Allowance	$13,200
40306 - Other Pay/Medical In Lieu	$14,400
40307 - Other Pay/Education Incentive	$6,570
40311 - Other Pay/Cell Phone	$0
40314 - Other Pay/Paramedic	$66,447
41001 - Emp Benefits/Medical-Active	$285,646
41002 - Emp Benefits/Dental	$18,893
41003 - Emp Benefits/Vision Care	$3,796
41004 - Emp Benefits/PERS Retirement, net UAL	$699,026
41005 - Emp Benefits/Employee Assistance Prg	$794
41007 - Emp Benefits/Life-ADD	$1,679
41008 - Emp Benefits/Long Term Disability	$5,667
41009 - Emp Benefits/Workers Comp	$138,122
41010 - Emp Benefits/FICA - Medicare	$38,625
41012 - Emp Benefits/Unemployment Insurance	$3,156
42101 - Prof Svcs/Professional Service	$386,110
42104 - Prof Svcs/Paramedic Service	$53,600
42105 - Prof Svcs/Network Maintenance	$0
42106 - Prof Svcs/Software Maintenance	$15,000
42107 - Prof Svcs/Equipment Maintenance	$77,100

Account	2022-2023 Budget Estimate
42201 - Office Expense	$4,000
42202 - Office Exp/Printing & Binding	$0
42203 - Office Exp/Shipping & Mailing	$0
42301 - Travel & Training/Conf-Registration	$98,845
42302 - Travel & Training/Mileage	$500
42303 - Travel & Training/Meal Allowance	$0
42401 - Dues & Pub/Memberships	$1,175
42506 - Admin Exp/Bonds	$0
42508 - Admin Exp/Settlement	$0
42509 - Admin Exp/Misc Expense	$0
42510 - Admin Exp/Software Purch	$15,000
42514 - Admin Exp/Special Depart	$58,000
43201 - Taxes/Property Tax	$3,000
44301 - Other Mat & Sup/Fuel	$25,000
44304 - Other Materials Supp/Permit Fee	$0
44306 - Other Materials Supp/Maintenance Supplies	$0
44410 - Safety Clothing	$41,000
46121 - Admin Credits	$0
46122 - Admin Debits	$0
46124 - IS Charges	$119,465
47101 - FF&E/Equipment	$4,000
47102 - FF&E/Computer Equipment	$0
47103 - FF&E/Furniture	$0
47104 - FF&E/Vehicles	$0
47105 - FF&E/Equipment (not-capitalized)	$0
47106 - FF&E/Computer Equipment (not-capitalized)	$0
47201 - Improvements/Building	$0
48101 - Debt Principal	$0
48102 - Debt Interest	$0

END OF REPORT

ATTACHMENT E

2022

Pinole Fire Department New Station 74 Impact Analysis

STUDY ON THE PREDICTED IMPACT REOPENING STATION 74 ON PINOLE

DECCAN INTERNATIONAL | August 31, 2022

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Analysis Needs

The Pinole Fire Department is analyzing the impact of reopening Station 74 and adding a 3 person ALS Engine and Type 3 engine (cross-staffed) on Station 74's current first due, as well as on the city as a whole.

This report investigates the predicted impact of response performance for First Paramedic Total Response Time on ALS Calls and First Engine Total Response Time on Structure Fires. Each scenario considers the impact of all over Pinole as well as the impact on the first due areas of station 74.

Things to take into consideration with this analysis: the predictive modeling component (ADAM) has been calibrated with the last year of data from Jan. 2022. *Please note that when using ADAM projections these results are projected based off historical performance but are not hard & fast values*.

Explanation of Methodology

Current Deployment

The first part of the analysis is to provide a baseline of where Pinole is currently is regarding call volume and incident distribution **within** Pinole. We will provide the baseline based on January 1, 2021 - December 31, 2021 call volume for all of Pinole, as well as call volume in each of the first due areas for stations: 73 and 74

Comparison of Scenario Results

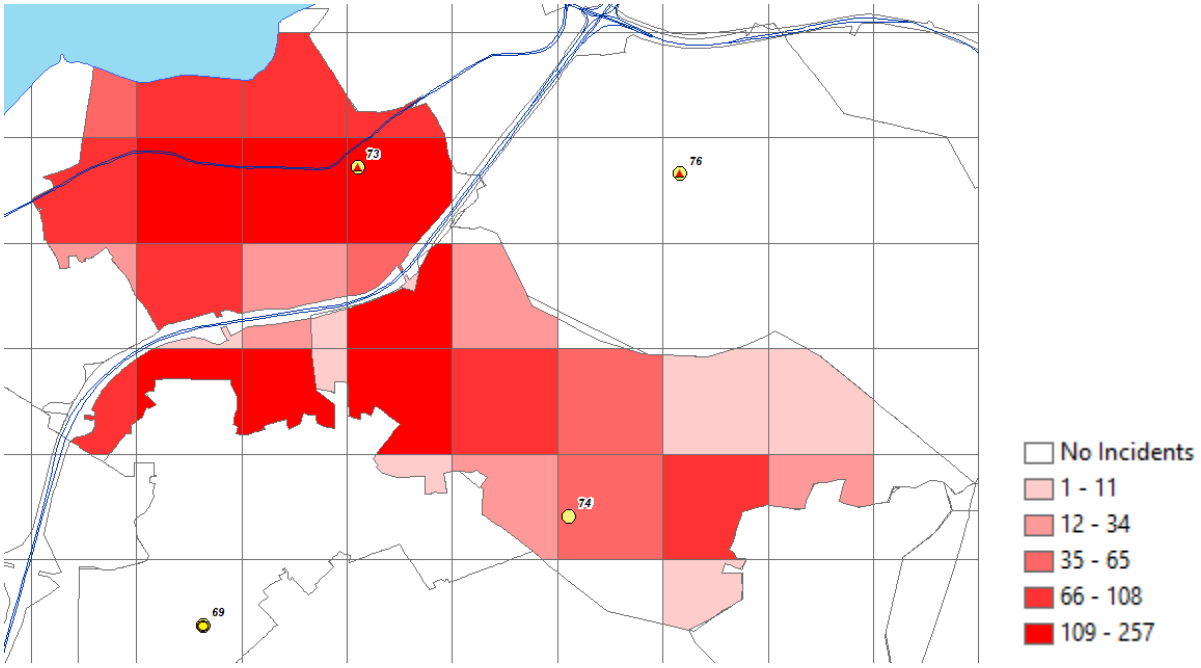
This report creates 2 predictive scenarios modeling the response performance impact of reopening Station 74 on Pinole as well as specifically Station 74's first due.

Using the "Scenario Comparison" tool in ADAM, we will be able to show improvement of performance against the current deployment. This tool allows us to show the delta number improvement/worsening between the current deployment response times versus the new scenarios as well as a visual of the areas most impacted on the map itself.

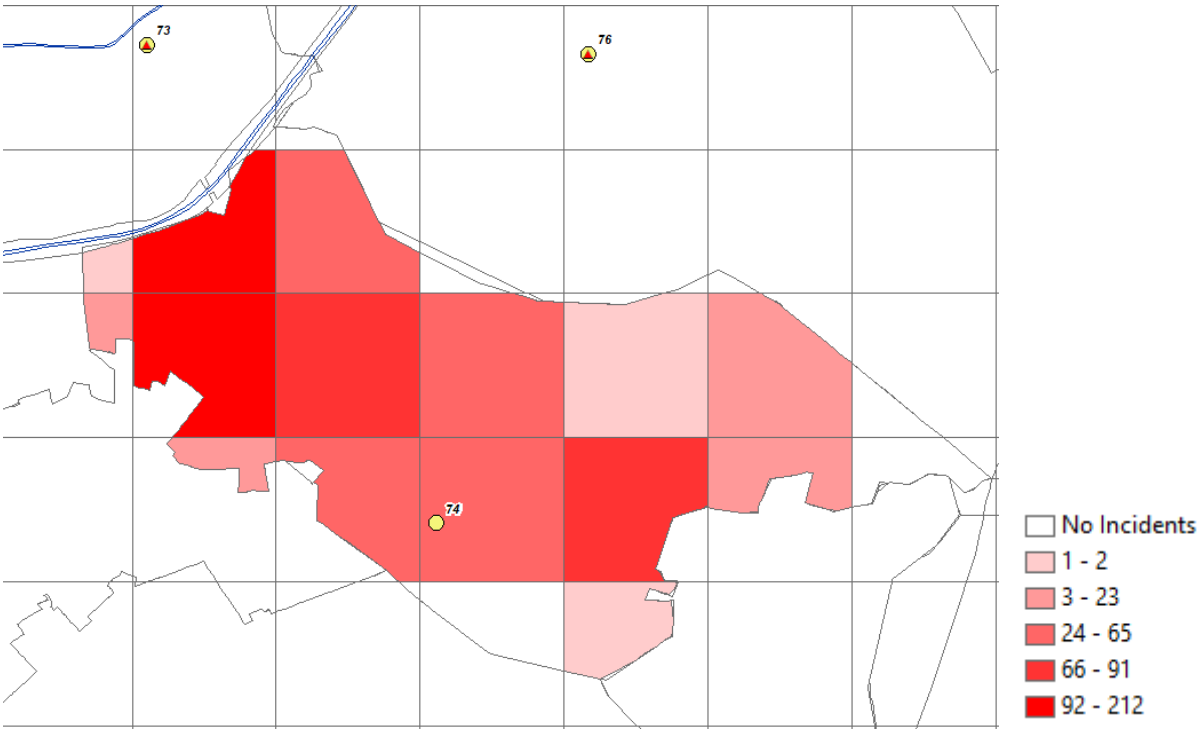
Current Call Volume and Incident Reporting

This represents the baseline of what Pinole currently looks like. Call Volume and Incident Reporting is based on data from January 1, 2021 - December 31, 2021

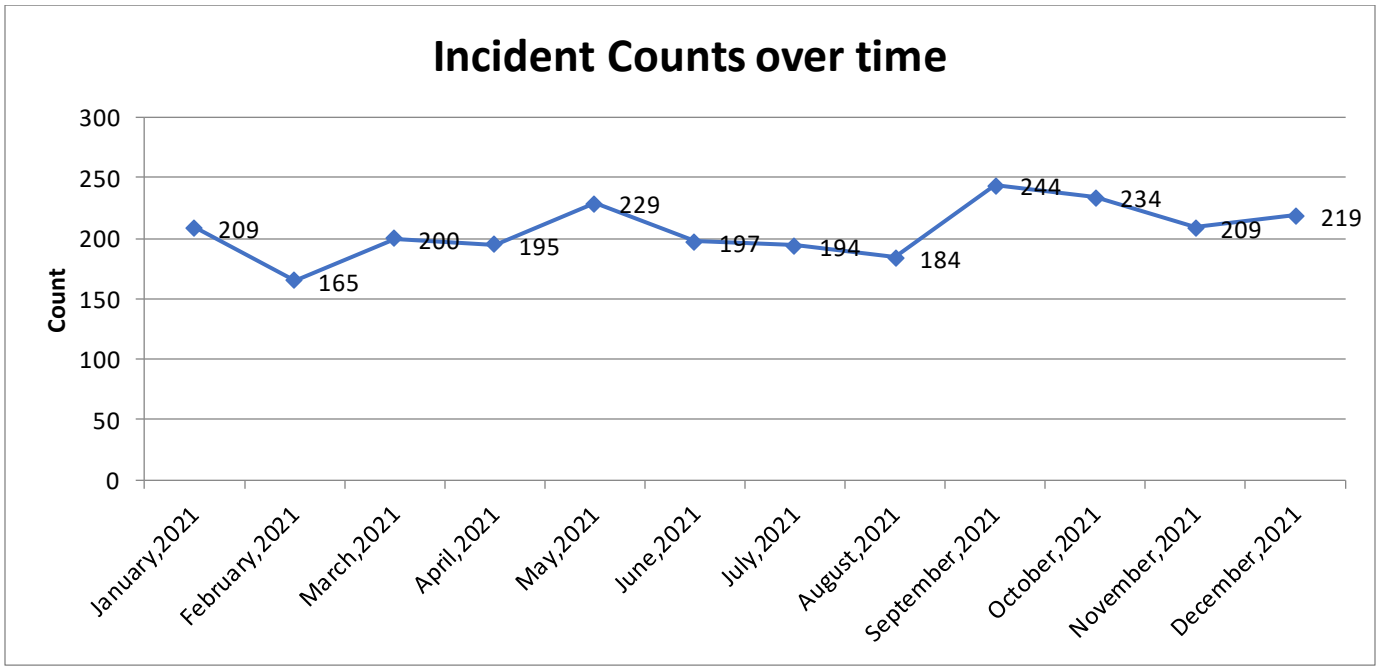
All Pinole: Current Total Call Volume from January 1, 2021 - December 31, 2021

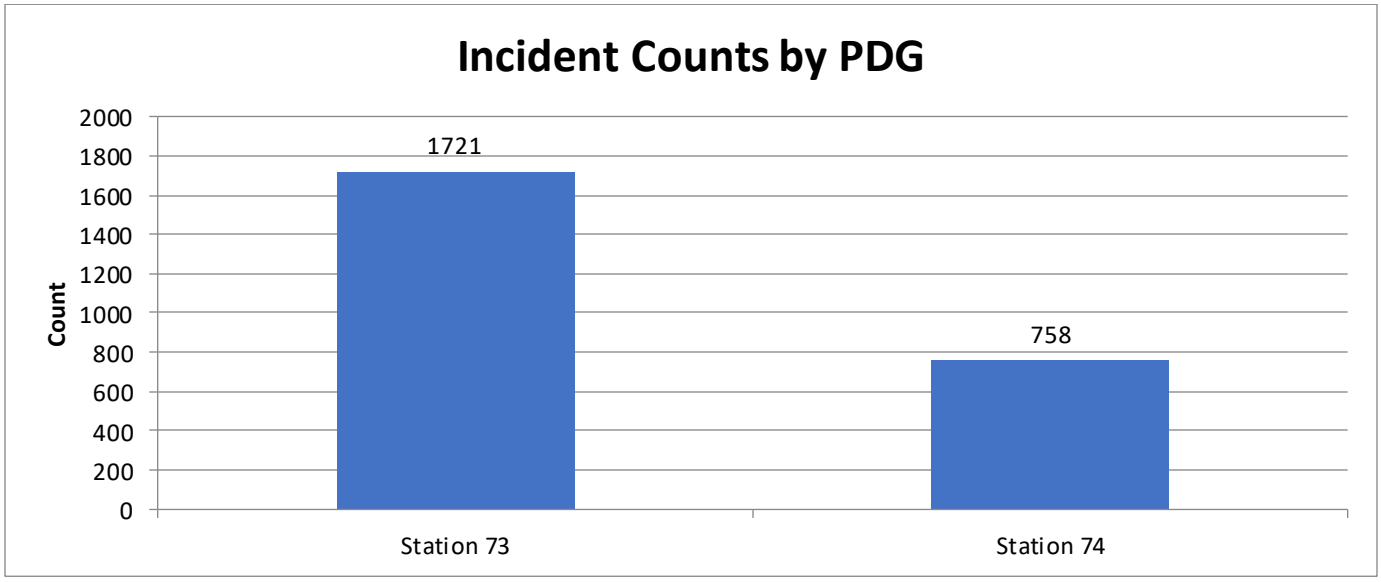


Station 74 First Due: Current Total Call Volume from January 1, 2021 - December 31, 2021



Incident Distribution from January 1, 2021 - December 31, 2021:





Response Performance Based on Current Deployment

Predicted Response performance of base deployment.

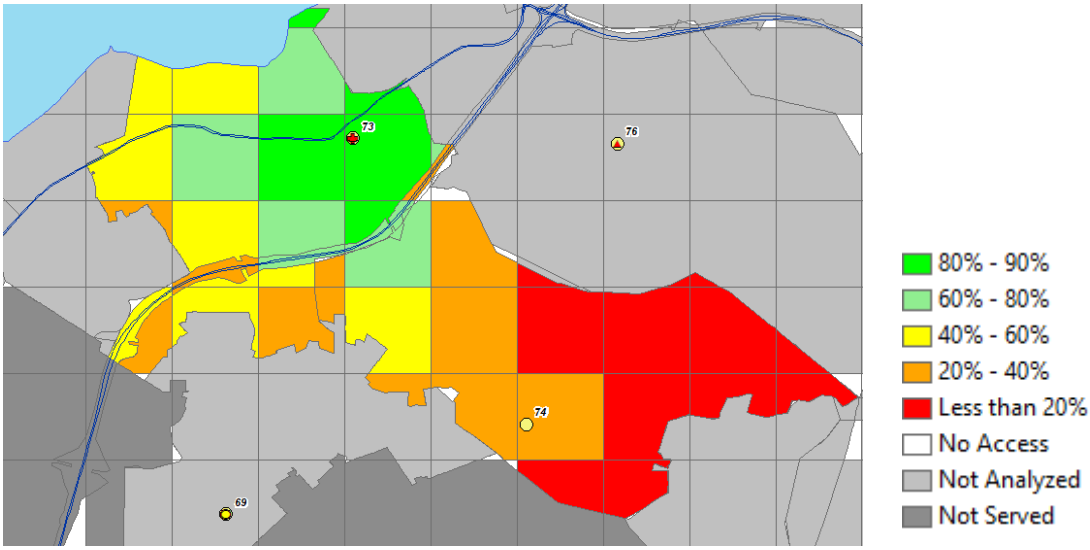
Average Response Time refers to the average predicted time for all responses for any given response criteria

Time Target Compliance represents the percentage of responses predicted to meet the time target for any given response Criteria

First Paramedic Unit Total Response Time for ALS calls Time Target: 05:20):

All Pinole:

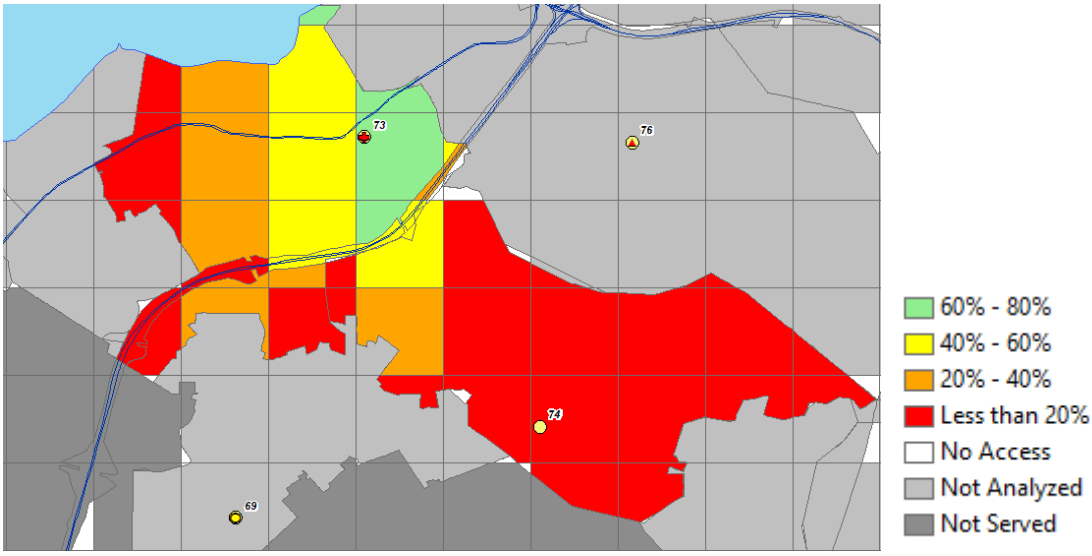
Average Response Time: 05:36 Time Target Compliance: 51%



First Engine Total Response Time on Structure Fire Calls (Time Target: 05:00):

All Pinole:

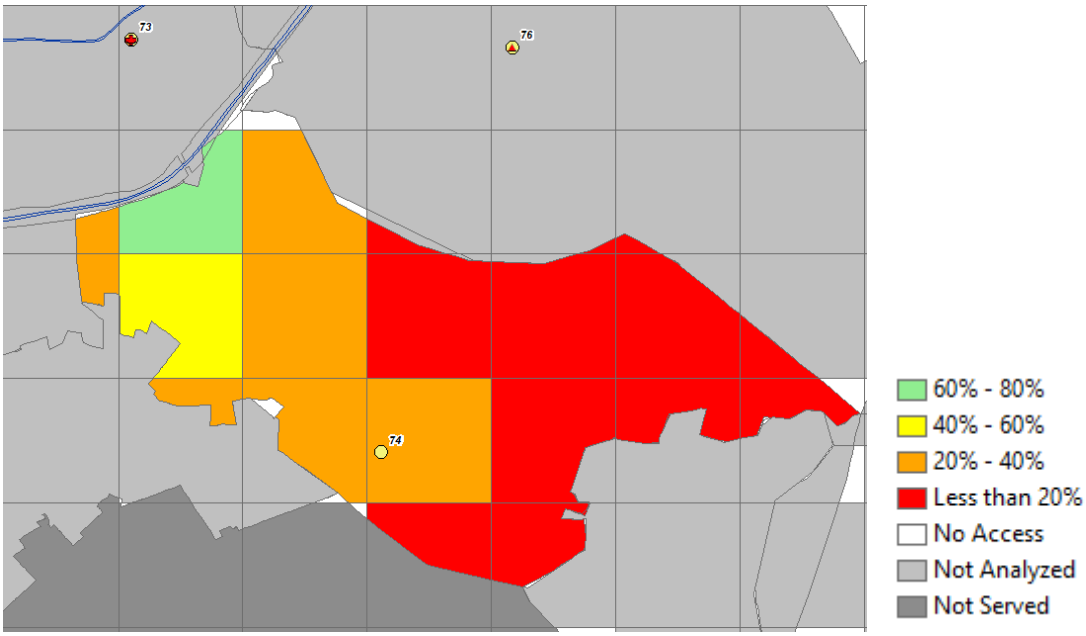
Average Response Time: 05:57 Time Target Compliance: 27%



First Paramedic Unit Total Response Time for ALS calls Time Target: 05:20):

Station 74 First Due:

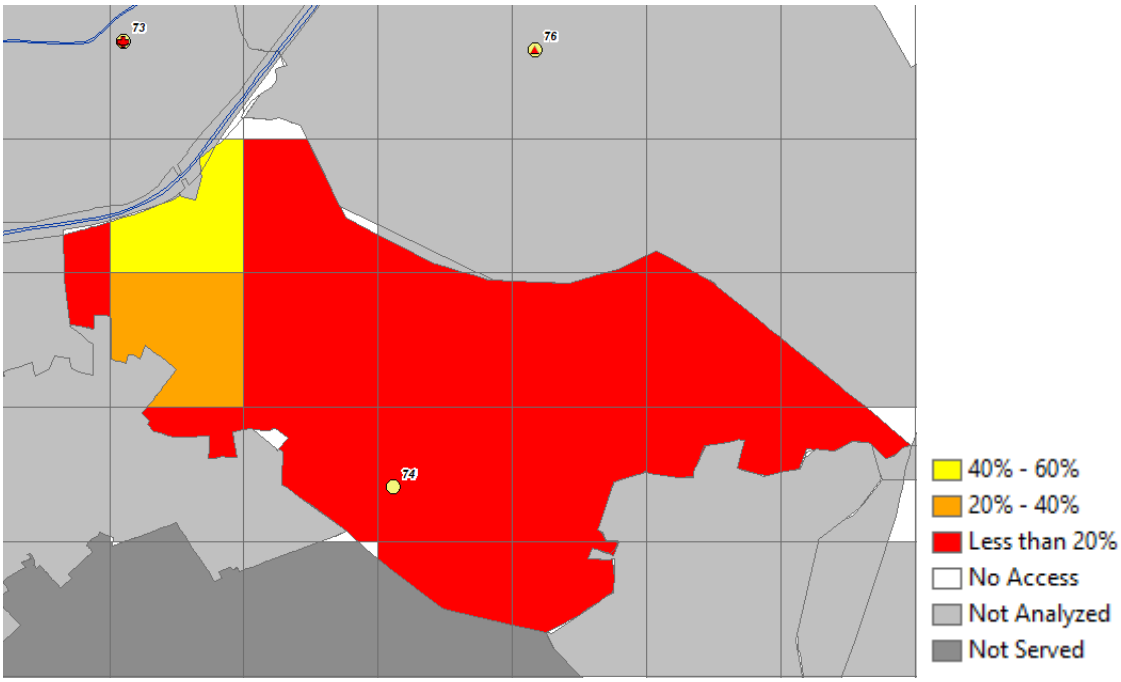
Average Response Time: 06:21 Time Target Compliance: 37%



First Engine Total Response Time on Structure Fire Calls (Time Target: 05:00):

Station 74 First Due:

Average Response Time: 07:16 Time Target Compliance: 12%



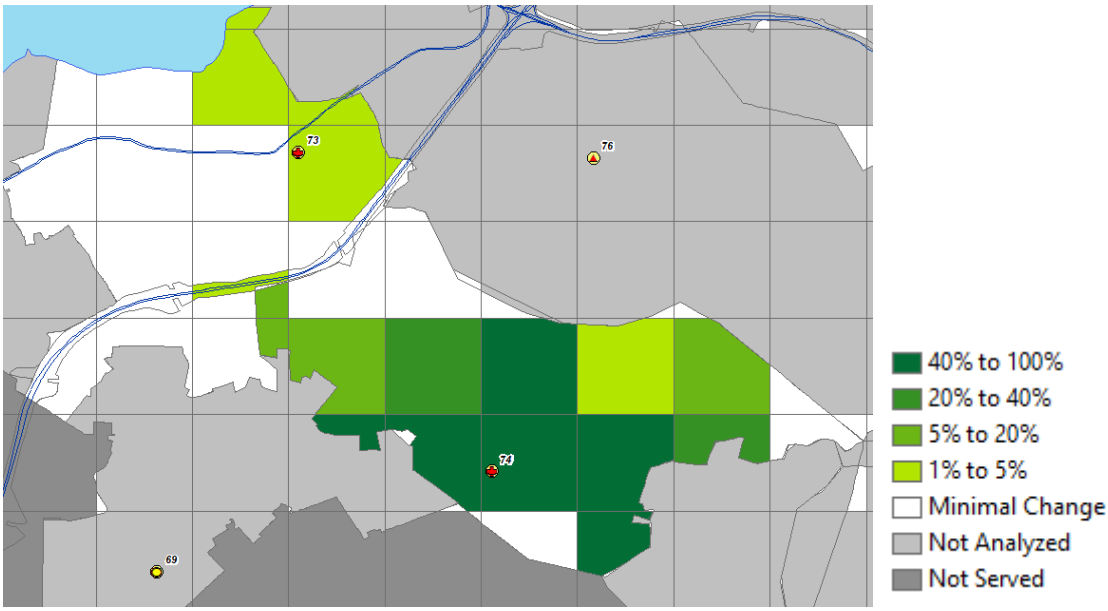
Scenario 1: Response Performance After Reopening Station 74

Impact after reopening Station 74 and adding 3 Person ALS Engine/Type 3 Engine (Cross-Staffed)

First Paramedic Unit Total Response Time for ALS calls Time Target: 05:20):

All Pinole:

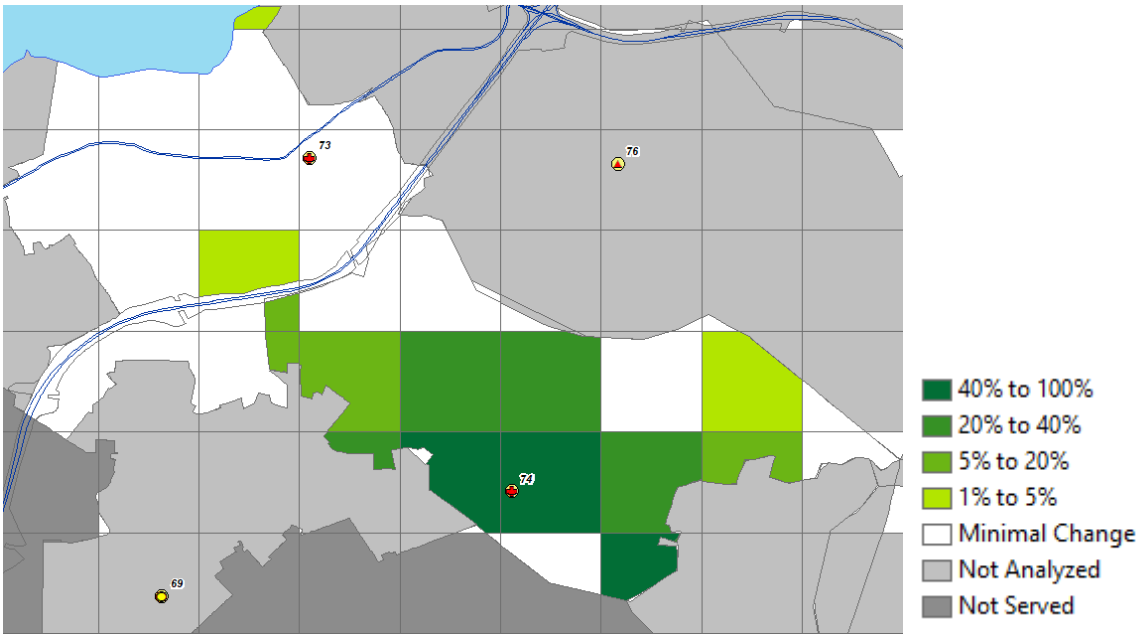
Average Response Time: (-00:27) Time Target Compliance: (+7.87%)



First Engine Total Response Time on Structure Fire Calls (Time Target: 05:00):

All Pinole:

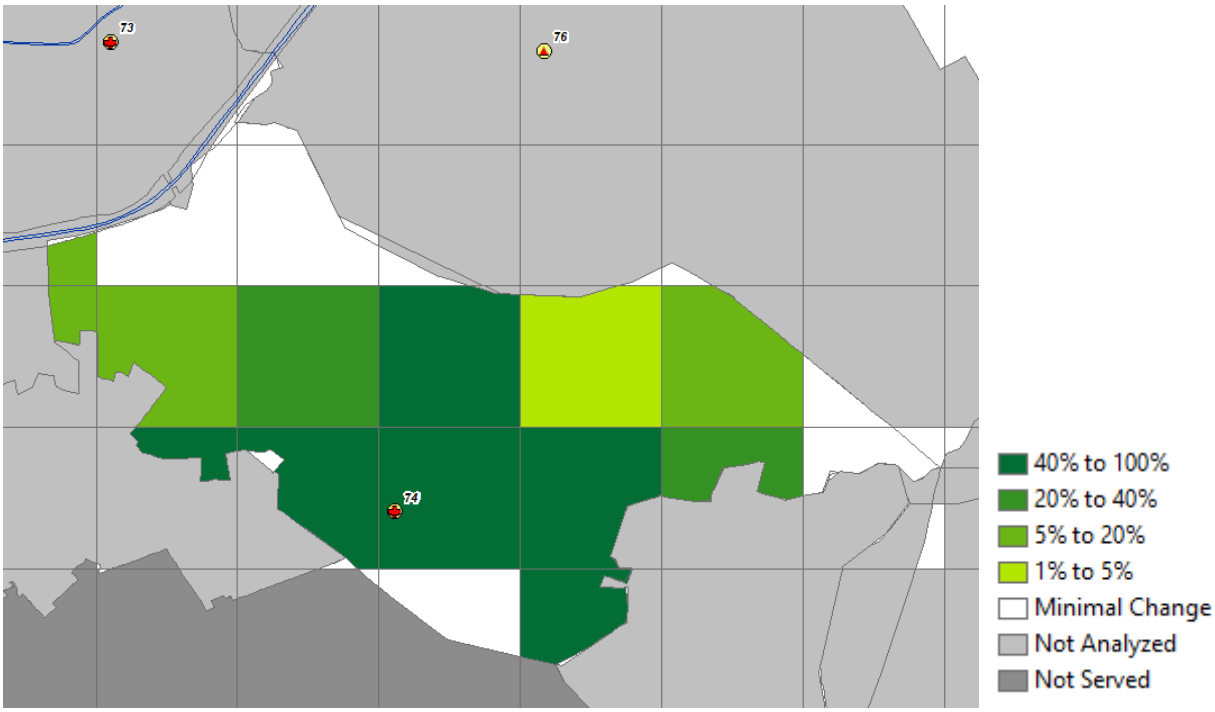
Average Response Time: (-00:22) Time Target Compliance: (+7%)



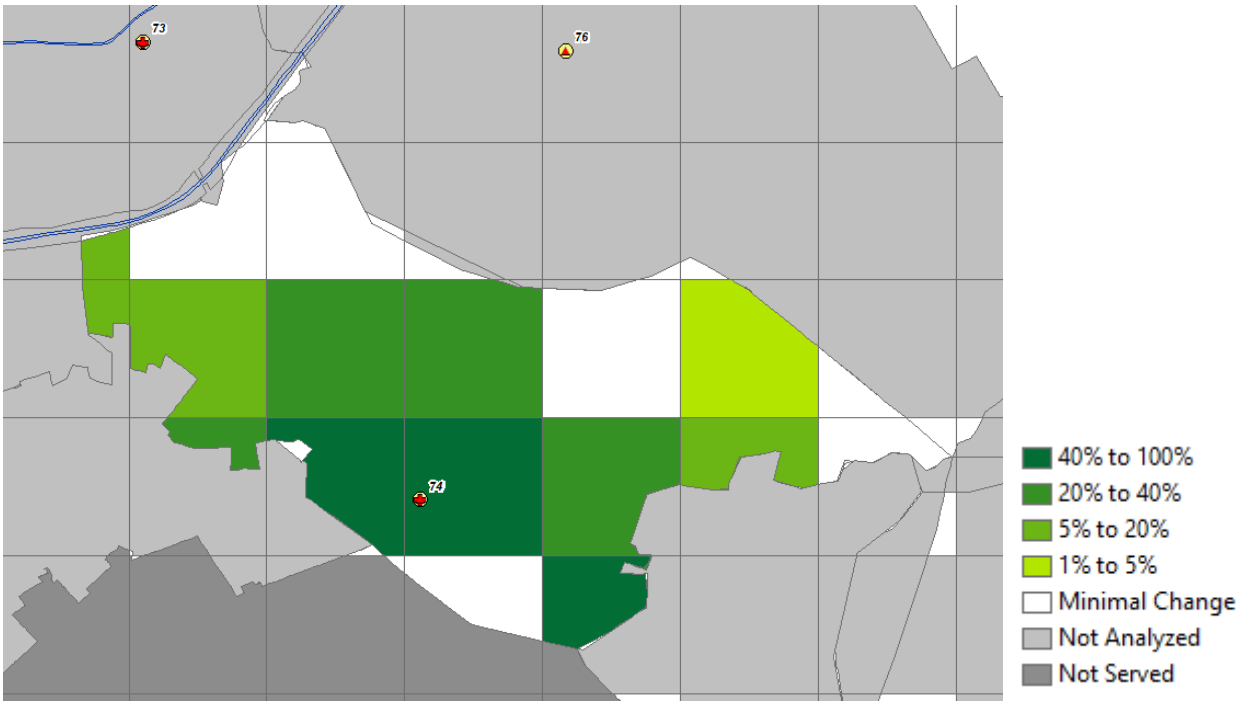
First Paramedic Unit Total Response Time for ALS calls Time Target: 05:20):

Station 74:

Average Response Time: (-01:13) Time Target Compliance: (+21.6%)



First Engine Total Response Time on Structure Fire Calls (Time Target: 05:00):

Station 74:

Average Response Time: (-01:52) Time Target Compliance: (+35%)