



RODEO-HERCULES FIRE PROTECTION DISTRICT
1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547
(510) 799-4561 FAX: (510) 799-0395

REGULAR BOARD MEETING MINUTES
SEPTEMBER 13, 2023

6:30 p.m.: Closed Session

7:00 p.m.: Open Session

1. **CALL TO ORDER/ROLL CALL** (6:32) Directors Marie Bowman, Steve Hill, Robyn Mikel and Charles Davidson present.
2. **PLEDGE OF ALLEGIANCE** (0:10)
3. **PUBLIC COMMUNICATION-CLOSED SESSION ITEM** (cancelled)
4. **ADJOURN TO CLOSED SESSION, GENERAL COUNSEL**
5. **RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT** (1:11) No closed session, nothing to report out.
6. **ANNOUNCEMENTS OF DISTRICT EVENTS** (1:20) Open House will be Saturday, October 21 from 11-2.
7. **CONFIRMATION OF THE AGENDA** (2:22) Motion by Director Mikel to confirm the agenda. Seconded by Director Davidson. Motion passed.

ROLL CALL VOTE (4-0)

Bowman: Yes

Hill: Yes

Davidson: Yes

Mikel: Yes

8. **REVIEW OF CORRESPONDENCE TO THE BOARD** (2:55) None.
9. **PUBLIC COMMUNICATIONS ON ITEMS NOT ON THIS AGENDA** (3:05) None.
10. **CONSENT CALENDAR** (3:37) Motion made by Director Mikel to approve the consent calendar. Seconded by Director Davidson. Motion passed.

ROLL CALL VOTE (4-0)

Bowman: Yes

Hill: Yes

Davidson: Yes

Mikel: Yes

11. PRELIMINARY BUDGET UPDATES (4:25) Chief Ramirez presented the updates to the 2023-24 budget.

Public Comment

Vince Wells

12. PUBLIC HEARING (22:37) Chief Ramirez gave a budget presentation. Motion made by Director Davidson to adopt Resolution No. 2023-11, adopting the final operating budget for 2023-24. Seconded by Director Mikel. Motion passed.

ROLL CALL VOTE (4-0)

Bowman: Yes

Hill: Yes

Davidson: Yes

Mikel: Yes

Public Comment

Robert Baum

Tanya Little

13. APPROPRIATIONS LIMIT (44:21) Motion made by Director Davidson to adopt Resolution No. 2023-12, adopting an 2023-24 appropriations limit. Seconded by Director Mikel. Motion passed.

ROLL CALL VOTE (4-0)

Bowman: Yes

Hill: Yes

Davidson: Yes

Mikel: Yes

14. STRATEGIC PLAN UPDATE (46:27) Mike Despain presented a slide show summarizing accomplishments and next steps regarding the strategic plan.

Public Comment

Robert Baum

Tanya Little

Maureen Brennan

15. CHANGE OF DATE FOR OCTOBER REGULAR MEETING (1:18:27) October's board meeting will take place on the 18th.

16. FIRE CHIEF'S REPORT (1:18:44) Chief Ramirez gave the board an update on Measure O exemptions error. A letter was mailed out to affected applicants.

17. STAFF REPORTS (1:21:40) None

18. BOARD MEMBER REPORTS (1:21:50) Productive discussions on budget committee noted. Strategic plan will be updated on the website. Accessibility and other features procured for website. Chair Bowman attended chili cookoff in Rodeo.

19. MEASURE O OVERSIGHT COMMITTEE (1:24:20) None

20. LOCAL 1230 COMMENT (1:25:03) Brief comments by President Vince Wells.

21. REQUEST FOR FUTURE AGENDA ITEMS (1:26:07)

October

- Various contracts for facility improvements to be reviewed
- public hearing on benefit assessment's protest
- 1st quarterly budget review
- Update on procedural amendments to the CA Public Records Act
- Update on possible Measure O waiver for zero-value common area parcels
- Discussion on the management of the agenda items
- Two closed sessions

November

- District process on onboarding board members
- The role of general counsel and board management of interactions with counsel
- Presentation on how other fire jurisdictions are managing sustainability issues
- Presentation of transcription services for the minutes
- Possible revenue from assessing unit dwelling fee
- Strategic plan workshop. 11/29 and 12/13 possible special meeting dates.

22. ADJOURNMENT Meeting adjourned at 8:30.

Board Vice Chair

7800| General Fund Rodeo Hercules Fire District
Transmittal Report
September 2023

9:16 AM

10/11/2023

Date	Num	Name	Memo	Account	Amount
Sep 23					
09/01/2023	W4102379XI	American Messaging	September 2023	2110 · Communications	-38.18
09/01/2023	October 2023	American River Benefit Administrators	October 2023	1060 · Group Insurance	-774.18
09/01/2023	24299	IEDA INC	September 2023	2310 · Professional/Specialized Servic	-1,820.02
09/01/2023	234	Super 8 Motels	Strike Team Room Charge	2303 · Travel Expenses-Other	-109.76
09/01/2023	227	Super 8 Motels	Strike Team Room Charge	2303 · Travel Expenses-Other	-134.40
09/01/2023	127	Super 8 Motels	Strike Team Room Charge	2303 · Travel Expenses-Other	-134.40
09/01/2023	090123	DocuSign	DocuSign Annual Charge	2100 · Office Expenses	-300.00
09/01/2023		Stamps.com	stamps.com	2250 · Rents & Leases	-19.99
09/01/2023	20817857	Bay Alarm	75-10/1/23-12/31/23	2120 · Utilities	-180.75
09/02/2023	025409	CA EMS Authority	Solidum-Paramedic Renewal	2477 · Educational Supplies & Courses	-250.00
09/02/2023	090223	Fastrak	FasTrak	2303 · Travel Expenses-Other	-200.00
09/02/2023	20835640	Bay Alarm	76-10/1/23-12/31/23	2120 · Utilities	-120.00
09/05/2023	250271	All Star Fire Equipment	SCBA Bottles (2)	2270 · Repairs & Services of Equipment	-3,174.26
09/05/2023	090523	CCCERA	GASB68 Actuarial	2310 · Professional/Specialized Servic	-101.00
09/06/2023	6770	I-505 Truck and Trailer Repair	Q76-Mobile Mechanic repairs	2271 · Central Garage Maintenance	-731.57
09/06/2023	6763	I-505 Truck and Trailer Repair	Q76-Turbo Replacement	2271 · Central Garage Maintenance	-15,841.93
09/07/2023	337		22-23 Housing Authority	9580 · Other In Lieu of Taxes	181.97
09/07/2023	0081927	Rodeo Autotech	7500-Oil and filter change	2271 · Central Garage Maintenance	-142.78
09/08/2023	250597674	Orkin	76-Quarterly Service	2281 · Maintenance of Buildings	-155.99
09/08/2023	21082495	McKesson Medical	Medical Supplies	2140 · Medical Supplies	-253.87
09/10/2023	9944165516	Verizon Wireless	08/11-09/10/23	2110 · Communications	-19.08
09/11/2023	76-4017223667-SEPT.	P.G.&E.	76-08/09-09/7/23	2120 · Utilities	-250.12
09/12/2023	75-5183799518-SEP	P.G.&E.	75-08/10-09/10/23	2120 · Utilities	-293.44
09/13/2023	336		2223 UNS SPT	9011 · Property Tax-Supplemental	0.14
09/13/2023	336		1920 SEC SPTADV	9011 · Property Tax-Supplemental	37.62
09/13/2023	336		2122 SEC SPT ADV	9011 · Property Tax-Supplemental	2,675.86
09/13/2023	336		2021 SEC SPT ADV	9011 · Property Tax-Supplemental	209.83
09/13/2023	336		2223 SEC SPT ADV	9011 · Property Tax-Supplemental	17,812.77
09/13/2023	0082034	Rodeo Autotech	Break Pad Replacement	2271 · Central Garage Maintenance	-790.58

09/15/2023	53171	CSG Consultants	07/29/23-08/25/23	2310 · Professional/Specialized Servic	-270.00
09/15/2023	75-1888920682-OCT	P.G.&E.	75-08/11-09/11/23	2120 · Utilities	-31.19
09/16/2023	0081917	Rodeo Autotech	7501-Oil Change and Checkup	2271 · Central Garage Maintenance	-121.04
09/20/2023	209138	Meyers Nave	August 2023-Fees	2310 · Professional/Specialized Servic	-11,606.50
09/20/2023	209138	Meyers Nave	August 2023-Costs	2310 · Professional/Specialized Servic	-773.01
09/21/2023		FASIS	4850 Reimbursement	1011 · Permanent Salaries	2,313.08
09/21/2023		9741	Plan Review	9741 · Fire Prevention Plan Review	975.00
09/21/2023		9980	Reimbursement	9980 · Miscellaneous Revenue	366.00
09/21/2023		9980	Cal Card Rebate	9980 · Miscellaneous Revenue	236.61
09/21/2023		9741	Fire Report	9980 · Miscellaneous Revenue	5.00
09/21/2023		9980	Fire Report	9980 · Miscellaneous Revenue	5.00
09/21/2023	253484	JW Enterprises	October 2023	2310 · Professional/Specialized Servic	-359.00
09/21/2023	9944975257	Verizon Wireless	08/22-09/21/23	2110 · Communications	-668.41
09/22/2023	340		Reverse SUI Charges	1063 · Unemployment Insurance	815.34
09/22/2023	75-25344-SEPT	EBMUD	75-07/25/23-09/20/23	2120 · Utilities	-264.97
09/22/2023	IN1938492	Municipal Emergency Services	SCBA voice amp Repair	2270 · Repairs & Services of Equipment	-668.11
09/22/2023	75-917337309-OCT	P.G.&E.	75-08/23-09/21/23	2120 · Utilities	-58.56
09/26/2023	341		23-24 Benefit Assessment	9066 · Benefit Assessment	1,363,968.00
09/26/2023	75-538431-SEPT	EBMUD	75-07/25/23-09/20/23	2120 · Utilities	-340.56
09/26/2023	2833-152621	O'Reilly	Wash mop & Soap	2170 · Household Expenses	-246.75
09/26/2023	965664324-241	Sprint	08/23-09/22/23	2110 · Communications	-125.13
09/27/2023	OCT2023	Health Care Dental	October 2023	1060 · Group Insurance	-2,098.56
09/29/2023	342		23/24 Liability Charges	2360 · Insurance	-31,239.00
09/29/2023	343		1st Quarter Auditor Fee	2310 · Professional/Specialized Servic	-2,546.25
09/30/2023	IN1943379	Municipal Emergency Services	SCBA Flow Test	2270 · Repairs & Services of Equipment	-1,156.03

Sep 23

RODEO HERCULES FIRE PROTECTION DISTRICT
MEMORANDUM

Date: October 18, 2023
To: BOARD OF DIRECTORS
From: Rebecca Ramirez, Interim Fire Chief
Subject: Reconfirming levying and collection of Benefit Assessments

BACKGROUND:

- Citizens wishing to appeal the current Benefit Assessments Ordinances, established in 1987 at \$53.00 and 1993 at \$59.00, totaling \$111.00 per risk unit may appear before the Rodeo Hercules Fire Protection District Board of Directors and show cause.
- Two public notices were published during the month of October notifying residents of Rodeo and Hercules of the appeals process.

RECOMMENDATION:

It is staff's recommendation that if no majority protests occur that the Board re-confirm levying and collection for the Fire District Benefit Assessment Ordinances.

RODEO-HERCULES FIRE PROTECTION DISTRICT

MEMORANDUM

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: October 18, 2023

SUBJECT: Fire Stations 76 and 75 Emergency Repairs and Renovation Work

BACKGROUND:

Fire Stations 75 and 76 bathrooms have flexing shower walls, and/or discolored tiles and grout in the showers (indicating moisture and mold, including fungal and/or black mold, in and/or behind the walls). The projects have been identified as a hazard to employee health and safety. Funding to rectify the issues and repair and remodel the bathrooms was requested and approved during the final adopted capital budget. Staff have secured estimates for each project (Attachment 1 & 2) at fair market value from a qualified licensed contractor (BMT Construction Inc.) who has the availability and willingness to perform the work in a timely manner. The contract and associated materials are presented here for Board consideration.

PROPOSED AGREEMENT

Station 76 Bathroom

Staff have secured a BMT Construction Inc. estimate (Attachment 1) and proposed contract (Attachment 3) for the remodel of Station 76 dorm area bathroom in the amount of \$30,450.

Station 75 Bathrooms

Staff have secured a BMT Construction Inc. estimate (Attachment 2) and proposed contract (Attachment 3) for the remodel of two (2) bathrooms at Station 75 in the amount of \$41,850.

Remediation for significant underlying mold or other unforeseen adverse conditions is not included in the initial estimate or contract.

The conditions pose a risk to the health and safety of the employees and should be remedied without delay warranting an emergency procurement under Cal. Pub. Cont. Code Sec. 22050.

The total estimated amount for both projects is \$72,300 and includes one (1) bathroom at station 76 and two (2) bathrooms at station 75. Staff is requesting an additional \$15,000 of spending authority to utilize for overages including but not limited to permits, materials, change orders, or remediation of mold.

RECOMMENDATION:

Staff respectfully requests the Board of Directors adopt the attached resolution (Attachment 4) making a finding under Cal. Pub. Cont. Code Sec. 22050 that the health and safety emergency to employees will not permit a delay resulting from a competitive solicitation for bids, and that action is necessary to respond to the emergency, and authorizing the Fire Chief to enter into contract for the repair and remodeling of one (1) bathroom at station 76 and two (2) bathrooms at station 75 with BMT Construction Inc. under an emergency procurement using approved capital funds not to exceed \$72,300 with an additional \$15,000 for additional spending authority not to exceed \$87,300.

Attachments:

1. BMT Construction Inc Estimate Station 76
2. BMT Construction Inc. Estimate Station 75
3. BMT Construction Contract
4. Resolution No. 2023-13

BMT Construction & Maintenance INC

4307 Arleda Ln
Concord, CA 94521
Ca License # 1048390

Estimate

Date	Estimate #
9/26/2023	200

Name / Address
CC Fire Dept Station 076 John Bischoff

			Project
			Fire House 076; 168...
Description	Qty	Cost	Total
Station 76 1 Bathroom Demo: -remove existing floor and wall tile -grind the floor clean -remove vanity and counter-top, sinks -remove toilet and urinal -remove existing tiled shower walls, -remove drywall, framing and existing materials as needed -remove existing shower-pan(s) and shower doors(s) -cut shower-pan floor for curb less shower and chip away concrete if needed -remove partition between partition and toilet -haul away trash -replace urinal partition (1/2) between urinal and toilet Wall Framing: replace and repair framing as needed Concrete: - concrete new shower-pan and patch the floor Provide polished/finished bathroom floor in concrete		5,250.00 2,500.00 9,500.00	5,250.00 2,500.00 9,500.00
		Total	

Customer Signature

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
9/26/2023	200

Name / Address
CC Fire Dept Station 076 John Bischoff

Project
Fire House 076; 168...

Description	Qty	Cost	Total
Electrical & Lighting: Electrical Rough: -Replace and or relocate electrical for vanity lights -wire LED recessed can lights -wire and install new switches and outlets -wire or relocate/center bathroom fan Electrical Finish: -install vanity lights -Provide and install LED can-less trims -install new switches and outlets -provide and install bathroom fan,		2,500.00	2,500.00
Tile: -level the walls -mesh tape joints -waterproof the walls before tile -tile shower walls and floor -mud the pan and slope to drain -grout tilework with regular cement base grout		5,500.00	5,500.00
Plumbing: Vanity, Sinks, Counters: -replace 60" double basin vanity and quartz countertop sinks and faucets -replace replumb showers, sink, urinals, toilet -replace shower mixers and fixtures -replace shower doors -install in-wall waste/paper towel combo unit		2,500.00	2,500.00
		Total	

Customer Signature

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
9/26/2023	200

Name / Address
CC Fire Dept Station 076 John Bischoff

Project
Fire House 076; 168...

Description	Qty	Cost	Total
Painting: -finish caulk, prime, and paint bathroom walls and ceiling		1,050.00	1,050.00
Cleanup: Continues jobsite clean up		1,650.00	1,650.00
Plans and Permits - TBD		0.00	0.00
NOTES: -Owner to provide finish material selection as well as select tile. Cost to vary accordingly -Change orders. Services and/or materials not listed in the above scope/proposal will be considered as a change order/additional work order, and will be billed separately from this proposal/scope and paid right upon billing.			
		Total	\$30,450.00

Customer Signature _____

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
9/27/2023	299

Name / Address
CC fire dept Station 075 John Bischoff

Project
Fire House 075

Description	Qty	Cost	Total
Station 75 2 Bathrooms Demo: -remove existing floor and wall tile -grind the floor clean -remove vanity and counter-top, sinks -remove toilet and urinal -remove existing tiled shower walls, -remove drywall, framing and existing materials as needed -remove existing shower-pan(s) and shower doors(s) -cut shower-pan floor for curb less shower and chip away concrete if needed -remove partition between partition and toilet -haul away trash Wall Framing: replace and repair framing as needed Doors & Trim: -remove and replace door frames/jamb, repurpose existing doors x2 Concrete: - concrete new shower-pan and patch the floor Provide polished/finished bathroom floor in concrete		5,500.00 3,500.00 3,300.00 11,500.00	5,500.00 3,500.00 3,300.00 11,500.00
		Total	

Customer Signature

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
9/27/2023	299

Name / Address
CC fire dept Station 075 John Bischoff

Project
Fire House 075

Description	Qty	Cost	Total
Electrical & Lighting: Electrical Rough: -Replace and or relocate electrical for vanity lights -wire LED recessed can lights -wire and install new switches and outlets -wire or relocate/center bathroom fan Electrical Finish: -install vanity lights -Provide and install LED can-less trims -install new switches and outlets -provide and install bathroom fan,		3,500.00	3,500.00
Refinish linen closet with updated melamine finish - Supply and install new melamine laminate		1,550.00	1,550.00
Tile: -level the walls -mesh tape joints -waterproof the walls before tile -tile shower walls and floor -mud the pan and slope to drain -grout tilework with regular cement base grout		6,500.00	6,500.00
		Total	

Customer Signature

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
9/27/2023	299

Name / Address
CC fire dept Station 075 John Bischoff

Project
Fire House 075

Description	Qty	Cost	Total
Plumbing: Vanity, Sinks, Counters: -Replace 36" countertop sink combinations with 36" vanity and quartz countertop, sink and faucet -replace replumb showers, sink, urinals, toilet -replace shower mixers and fixtures -install in-wall waste/paper towel combo unit		3,500.00	3,500.00
Painting: -finish caulk, prime, and paint bathroom walls and ceiling		1,250.00	1,250.00
Cleanup: Continues jobsite clean up		1,750.00	1,750.00
Plans and Permits - TBD		0.00	0.00
NOTES: -Owner to provide finish material selection as well as select tile. Cost to vary accordingly -Change orders. Services and/or materials not listed in the above scope/proposal will be considered as a change order/additional work order, and will be billed separately from this proposal/scope and paid right upon billing.			
		Total	\$41,850.00

Customer Signature _____

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE RODEO-HERCULES FIRE PROTECTION DISTRICT AND
BMT Construction & Maintenance Inc.
FOR
Fire Stations 76 and 75 Emergency Repairs and Renovation Work**

THIS AGREEMENT for emergency facility repairs and renovation services is made by and between the Rodeo-Hercules Fire Protection District (“District”) and BMT Construction & Maintenance Inc. (“Contractor”) (together sometimes referred to as the “Parties”) as of October 18, 2023 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District 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 March 1, 2024 or upon satisfactory completion and District acceptance of the work specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the District’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor 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 Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from District of such desire, reassign such person or persons.
- 1.4 **Time.** Contractor 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 Subsection 1.2 above and to satisfy Contractor’s obligations hereunder.
- 1.5 **Reserved.**
- 1.6 **Public Works Contractor Registration.** Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work,

as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. District hereby agrees to pay Contractor a sum not to exceed \$72,300.00, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. Of the total not to exceed amount, \$41,850 for phase two (Station 75) of the work is contingent upon District's acceptance of the first phase (Station 76) of the work valued at a total not to exceed amount of \$30,450.00. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. District shall pay Contractor 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 District to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District in writing, Contractor shall not bill District for duplicate services performed by more than one person. All change orders must be approved in writing by the Contract Administrator, and may be subject to budget approval by the Board of Directors. No change order is approved or effective without express written approval of the Contract Administrator.

Contractor and District acknowledge and agree that compensation paid by District to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Compensation for services rendered shall be paid on a time and expenses basis as stated in Contractor's proposal, attached hereto as Attachment B, and shall not exceed the maximum total payment amount under this Agreement listed above. Contractor shall submit invoices or pay applications, not more often than once a month during the term of this Agreement, based on the cost for time and expense billable within a given month.
- 2.2 **Monthly Payment.** District shall make monthly payments, based on invoices or pay applications received, for services satisfactorily performed, and for authorized

reimbursable costs incurred. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

- 2.3 Final Payment.** District shall pay the last 5% of the total sum due pursuant to this Agreement within 30 days after District acceptance of each project and submittal to District of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** District shall pay for the services to be rendered by Contractor pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Contractor 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 Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** There are no reimbursable expenses. Should reimbursable expenses occur, the total amount of reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Contractor 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 District or Contractor terminates this Agreement pursuant to Section 8, the District shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work accepted by District as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Contractor 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.
- 2.10 Liquidated Damages.** Failure of Contractor to respond to problems referred to it by District within the time limits established in Subsection 1.2 of this Agreement, or to complete the Agreement by March 1, 2024 shall result in liquidated damages of \$250 per day.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services

required by this Agreement. District shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to District to use facilities or equipment not otherwise listed herein.

- 3.1 Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the District and regulatory agencies that may be on or about the work.

The services of the District in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on District property could be hazardous. Contractor shall carefully instruct all personnel working on District property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other District requirements contained in any specifications, special conditions or manuals, which shall be made available by District upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the District to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT DISTRICT'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED

SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the District, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the District's existing sanitary facilities, unless previously authorized by the District.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

District reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then District may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to District that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor 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 Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these 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 California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 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 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). 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.
- b. District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 RESERVED.

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, Contractor shall furnish District with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the District.

4.4.6 Subcontractors. Contractor 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.

4.5 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted..

4.6 Remedies. In addition to any other remedies District may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Contractor’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 Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of District.

Contractor shall also indemnify, defend and hold harmless the District from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the District or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Contractor's services under this Agreement, however, the cost to defend charged to Contractor shall not exceed Contractor's proportionate percentage fault.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

If this Agreement involved construction or maintenance then all provisions of this Agreement pursuant to which Contractor agrees to indemnify the District against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, shall not apply to damages caused by or resulting from the active or sole negligence or willful misconduct of the District. The indemnifications provided herein shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts, or other employees' benefit acts.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise District shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor 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 District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS), or Contra Costa County Employees' Retirement Association as an

employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS or CCCERA benefits.

- 6.2 **Contractor Not an Agent.** Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District 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.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to District that Contractor 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, including a valid Contractor's State License Board license. Contractor represents and warrants to District that Contractor 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, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from the applicable city or county, respectively.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor 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 Contractor under this Agreement. Contractor 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 Contractor thereby.

Contractor 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.** District may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Contractor delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the District in connection with this Agreement.

- 8.2 Extension.** District 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 require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if District grants such an extension, District shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor 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 Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
- 8.6.4 Charge Contractor 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 District would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor'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 Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Contractor hereby agrees to deliver those documents to the District 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 District and are not necessarily suitable for any future or other use. District and Contractor agree that, until final approval by District, 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 **Contractor's Books and Records.** Contractor 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 District under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor 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 District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of 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 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 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the District. If Contractor was an employee, agent, appointee, or official of the District in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Contract Administration.** This Agreement shall be administered by the Fire Chief ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.9 Notices.** Any written notice to Contractor shall be sent to:

BMT Construction & Maintenance Inc.
4307 Arleda Lane
Concord, CA 94521
Ph: _____
Email: _____

Any written notice to District shall be sent to:
Fire Chief Rebecca Ramirez
Rodeo-Hercules Fire Protection District

1680 Refugio Valley Road
Hercules, CA 94547
ramirez@rhfd.org

With a copy to:
Captain John Bischoff
Rodeo-Hercules Fire Protection District
1680 Refugio Valley Road
Hercules, CA 94547
bischoff@rhfd.org

- 10. 10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A & B represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services, Compensation Schedule & Reimbursable Expenses
<u>Exhibit B</u>	Prevailing Wage Requirements

- 10.11 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.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

RODEO-HERCULES FIRE
PROTECTION DISTRICT

BMT CONSTRUCTION & MAINTENANCE INC

Rebecca Ramirez, Interim Fire Chief

Its: _____

Attest:

Contractor's DIR Registration Number

Kimberly Corcoran, District Secretary

Contractors CSLB #

Approved as to Form:

Richard D. Pio Roda, District Counsel

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION STATION 76 AND 75

[Insert Estimates here]

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
9/26/2023	200

Name / Address
CC Fire Dept Station 076 John Bischoff

Project
Fire House 076; 168...

Description	Qty	Cost	Total
Electrical & Lighting: Electrical Rough: -Replace and or relocate electrical for vanity lights -wire LED recessed can lights -wire and install new switches and outlets -wire or relocate/center bathroom fan Electrical Finish: -install vanity lights -Provide and install LED can-less trims -install new switches and outlets -provide and install bathroom fan,		2,500.00	2,500.00
Tile: -level the walls -mesh tape joints -waterproof the walls before tile -tile shower walls and floor -mud the pan and slope to drain -grout tilework with regular cement base grout		5,500.00	5,500.00
Plumbing: Vanity, Sinks, Counters: -replace 60" double basin vanity and quartz countertop sinks and faucets -replace replumb showers, sink, urinals, toilet -replace shower mixers and fixtures -replace shower doors -install in-wall waste/paper towel combo unit		2,500.00	2,500.00
		Total	

Customer Signature

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
9/26/2023	200

Name / Address
CC Fire Dept Station 076 John Bischoff

Project
Fire House 076; 168...

Description	Qty	Cost	Total
Painting: -finish caulk, prime, and paint bathroom walls and ceiling		1,050.00	1,050.00
Cleanup: Continues jobsite clean up		1,650.00	1,650.00
Plans and Permits - TBD		0.00	0.00
NOTES: -Owner to provide finish material selection as well as select tile. Cost to vary accordingly -Change orders. Services and/or materials not listed in the above scope/proposal will be considered as a change order/additional work order, and will be billed separately from this proposal/scope and paid right upon billing.			
		Total	\$30,450.00

Customer Signature _____

4307Arleda Ln
Concord, CA 94521
Ca License # 1048390

Estimate

Date	Estimate #
9/27/2023	299

Name / Address
CC fire dept Station 075 John Bischoff

Project
Fire House 075

Description	Qty	Cost	Total
Station 75 2 Bathrooms Demo: -remove existing floor and wall tile -grind the floor clean -remove vanity and counter-top, sinks -remove toilet and urinal -remove existing tiled shower walls, -remove drywall, framing and existing materials as needed -remove existing shower-pan(s) and shower doors(s) -cut shower-pan floor for curb less shower and chip away concrete if needed -remove partition between partition and toilet -haul away trash Wall Framing: replace and repair framing as needed Doors & Trim: -remove and replace door frames/jamb, repurpose existing doors x2 Concrete: - concrete new shower-pan and patch the floor Provide polished/finished bathroom floor in concrete		5,500.00	5,500.00
		3,500.00	3,500.00
		3,300.00	3,300.00
		11,500.00	11,500.00
		Total	

Customer Signature

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
9/27/2023	299

Name / Address
CC fire dept Station 075 John Bischoff

Project
Fire House 075

Description	Qty	Cost	Total
Electrical & Lighting: Electrical Rough: -Replace and or relocate electrical for vanity lights -wire LED recessed can lights -wire and install new switches and outlets -wire or relocate/center bathroom fan Electrical Finish: -install vanity lights -Provide and install LED can-less trims -install new switches and outlets -provide and install bathroom fan,		3,500.00	3,500.00
Refinish linen closet with updated melamine finish - Supply and install new melamine laminate		1,550.00	1,550.00
Tile: -level the walls -mesh tape joints -waterproof the walls before tile -tile shower walls and floor -mud the pan and slope to drain -grout tilework with regular cement base grout		6,500.00	6,500.00
		Total	

Customer Signature

4307 Arleda Ln
 Concord, CA 94521
 Ca License # 1048390

Estimate

Date	Estimate #
9/27/2023	299

Name / Address
CC fire dept Station 075 John Bischoff

Project
Fire House 075

Description	Qty	Cost	Total
Plumbing: Vanity, Sinks, Counters: -Replace 36" countertop sink combinations with 36" vanity and quartz countertop, sink and faucet -replace replumb showers, sink, urinals, toilet -replace shower mixers and fixtures -install in-wall waste/paper towel combo unit		3,500.00	3,500.00
Painting: -finish caulk, prime, and paint bathroom walls and ceiling		1,250.00	1,250.00
Cleanup: Continues jobsite clean up		1,750.00	1,750.00
Plans and Permits - TBD		0.00	0.00
NOTES: -Owner to provide finish material selection as well as select tile. Cost to vary accordingly -Change orders. Services and/or materials not listed in the above scope/proposal will be considered as a change order/additional work order, and will be billed separately from this proposal/scope and paid right upon billing.			
		Total	\$41,850.00

Customer Signature _____

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the District \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the District has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the District's Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of

Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

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RESOLUTION 2023-13

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES
FIRE PROTECTION DISTRICT APPROVING EMERGENCY REPAIRS AND
RENOVATIONS AT FIRE STATIONS 75 AND 76**

WHEREAS, the Rodeo-Hercules Fire Protection District (RHFD) desires to begin emergency repairs in the bathrooms at Station 75 and Station 76.

WHEREAS, in the interest of the health and safety of employees, the Fire Chief recommends that the Board of Directors authorize the Fire Chief to execute an agreement with BMT Construction, Inc, with an estimated amount for both projects is \$72,300 and includes one (1) bathroom at station 76 and two (2) bathrooms at station 75. The Fire Chief also recommends an additional \$15,000 of spending authority to utilize for overages including but not limited to permits, materials, change orders, or remediation of mold.

NOW, THEREFORE, the Board of Directors of the Rodeo-Hercules Fire Protection District does **RESOLVE** that it approves and authorizes the Fire Chief to execute a contract with BMT Construction, Inc, to provide emergency repairs to both stations for a total price not to exceed \$72,300 and further approves and authorizes the Fire Chief an additional \$15,000 spending authority overages including but not limited to permits, materials, change orders, or remediation of mold for a total projected maximum of \$87,300.

IF ANY PART OF THE RESOLUTION OR ANY ATTACHMENTS TO IT are for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution or its attachments, and the Board hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause, and phrase hereof, irrespective of any one or more sections, subsections, sentences, clauses or phrases being declared invalid or unconstitutional. The foregoing Resolution was duly and regularly adopted at a regular meeting of the Rodeo-Hercules Fire Protection District Board of Directors meeting held on the 18th day of October 2023, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie Bowman, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO-HERCULES FIRE PROTECTION DISTRICT

MEMORANDUM

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: October 18, 2023

SUBJECT: Emergency Medical Care Quality Assurance and Support Services Contract

BACKGROUND:

The Rodeo Hercules Fire Protection District maintains an active Interagency Agreement with Contra Costa County (attachment 1) to provide pre-hospital emergency medical first responder services within the districts primary service area for which it is compensated by the County. To provide high quality basic life support (BLS) and advanced life support (ALS) emergency medical services to its citizens and ensure the contract obligation are met, line personnel at the District are required to maintain a current Emergency Medical Technician (EMT) or EMT Paramedic (EMTP) certificate and/or license. As part of the agreement and to ensure competent, well-trained personnel, continuing quality improvement and training must be delivered on a regular and reoccurring basis. Such training has been delivered for several years by Greg Kennedy, a registered nurse (as required) and accomplished instructor.

Additionally, the department must have an exposure control program part of which requires an Infectious Control Officer to ensure the District is compliant with all laws, regulations, mandates and best practices (National Fire Protection Agency standard on Fire Department Infection Control, Bloodborne Pathogens standard 29 CFR 1910.1030) related to bloodborne pathogens and infectious disease control including training, polices, records management, workplace practices, post exposure management including on call response and reporting.

These standards and mandates provide the minimum requirements for a fire department infection control program to identify and limit the potential of an infectious exposure to fire department members during the performance of their assigned duties and within the fire department working and living environment. Mr. Kennedy has been acting as the Infection Control Officer, cooperatively with department personnel, for several years.

Though services as described above have been rendered for several years along with regular and reoccurring payment to Mr. Kennedy for services rendered, no current formal contract presently exists with Mr. Kennedy. In an effort to formalize and memorialize the services already being delivered by Mr. Kennedy, staff presents the agreement for services to the Board for consideration.

PROPOSED AGREEMENT

Under the proposed contract (Attachment 2), Greg Kennedy RN will work cooperatively with RHFD to provide emergency medical care quality assurance and support services as outlined.

The fees are based on actual services rendered and do not require a monthly or annual minimum usage. The contract can be canceled at any time by the District with 30-day notice. The proposed contract provides the District with the option to extend the contract for additional one-year periods. Staff would seek further Board authority before either extending or terminating services.

RECOMMENDATION:

Staff respectfully requests the Board of Directors adopt the attached resolution (Attachment 3) authorizing the Fire Chief to enter into a one-year agreement with Greg Kennedy RN for emergency medical care quality assurance and support services in an amount not to exceed \$42,000.00, for one year.

Attachments:

1. Interagency Agreement Contra Costa County
2. Emergency Medical Care Quality Assurance and Support Services Contract
3. Resolution No. 2023-14

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number 23-392-11
Fund/Org # 7406
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Emergency Medical Services
Subject: Interagency Agreement between Contra Costa County and Agency named below for prehospital emergency medical first responder services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: **RODEO-HERCULES FIRE PROTECTION DISTRICT (“FIRE DISTRICT” OR “AGENCY”)**
Capacity: A Public Agency
Address: 1680 Refugio Valley Road, Hercules, California 94547

3. **Term.** The effective date of this Agreement is July 1, 2022, and it terminates on June 30, 2025 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Agency under this Agreement shall not exceed \$ 268,524.

5. **County’s Obligations.** County shall pay Agency for its provision of the services as set forth in the Payment Provisions incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency’s Obligations.** Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: Health and Safety Code Sections 1797 et seq., California Government Code §§ 26227 and 31000.

10. **Signatures.** These signatures attest the parties’ agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: By <u>Marshall Bennett</u> 693E5BF69B714CC... Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p>
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AGENCY

<p>DocuSigned by: By <u>Damon Covington</u> 7A6305BDA6784E7... (Signature of authorized Agency Representative)</p> <p>Damon Covington Board Director (Print name and title A)</p>	<p>DocuSigned by: <u>Damon Covington</u> DocuSigned by: <u>Darren Johnson</u> 4889533FC3F846B... 4889533FC3F846B... (Signature of authorized Agency Representative)</p> <p>Darren Johnson Board Director XXXXXXXXXXXXXXXXXXXXXXXXXXXX (Print name and title B)</p>
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ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date), before me, _____ (Name and Title of the Officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

DocuSigned by:
Marshall Bennett
By: _____
603E6BF69D744CC...
Designee

By: _____
[Signature]
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

DocuSigned by:
Enid Mendez
By: _____
CC0655F77300434...
Designee

1. **Payment Amounts.** Subject to the **Payment Limit** of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
 - a. \$_____ monthly,
 - b. \$_____ per unit, as defined in the Service Plan,
 - c. \$_____ after completion of all obligations and conditions herein, *or*
 - d. Subject to an annual payment limit of **\$89,508**, County will pay Contractor in an amount not to exceed **\$268,524** under this Contract; and

In addition, the Fire District shall allow the EMS Agency to deduct from its Measure H annual distributions any costs associated with the EMS Agency's acquisition or contracting for equipment, services or technology that directly benefits Fire District. Any deductions performed will have written approvals from the EMS Agency Director and District Fire Chief.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County District for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1 (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2 (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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I. SERVICE ACTIVITIES.

- A. **Scope of Service.** Fire District shall provide prehospital emergency medical first responder services, within Fire District's primary service area, until patient care is assumed by County's emergency ambulance contractor or by the County's Emergency Medical Services Agency ("CCCEMSA") designated ambulance receiving facility personnel, or until the patient has refused medical care or ambulance transportation. Such services shall be provided in accordance with requirements of Health and Safety Code Section 1797 et seq., and all relevant regulations promulgated thereunder (The "Act"), the County's Emergency Medical Service and Ambulance Ordinance Code, and CCCEMSA's medical treatment protocols and policies, which are incorporated herein by reference, and in accordance with any amendments or revisions thereof. In performing services hereunder, Fire District shall work cooperatively with the CCCEMSA. The words and phrases used in this Contract shall have the same meaning as defined in the Act, unless otherwise specified.
- B. **Basic Services for Advanced Life Support (ALS) Districts.** Fire District shall perform the following services to the complete satisfaction of the County and CCCEMSA:
1. Fire District shall provide paramedic (ALS) prehospital emergency medical first responder services 24 hours per day, 7 days per week.
 - a. In the event Fire District increases its service level from Basic Life Support (BLS) to ALS, or decreases District service level from ALS to BLS, this contract shall govern until such time as the Fire District and CCCEMSA enter into a new contract or mutually agree to amend this contract for the provision of the new service level provided by Fire District.
 2. Fire District shall assure that all personnel are oriented to CCCEMSA policies, medical treatment guidelines; Multi-casualty Incident Plan; medical radio communications (ambulances, base hospitals, County); medical equipment utilization and maintenance; and Paramedic and EMT local and statewide scope of practice.
 3. Fire District shall submit training curriculum to CCCEMSA for approval within 1 month of executed contract and provide approved training to prepare non-paramedic responders to assist a first responder paramedic in providing patient care.
 - a. The training must be provided prior to non-paramedic responder personnel assignment to responding apparatus.
 - b. In the event training curriculum is updated by Fire District, updated curriculum must be submitted to CCCEMSA within 1 month of change.
 4. Fire District agrees that the performance of services under this Contract shall conform to high professional standards and shall comply with all CCCEMSA policies, medical treatment guidelines, and state and federal laws and regulations applicable to prehospital Emergency Medical Services (EMS) responders.
 5. Fire District shall designate one staff person with overall responsibility for EMS program coordination. Fire District shall notify CCCEMSA in writing within 10 days of a change in the designation of the staff person.
- C. **Basic Services for Basic Life Support (BLS) Districts.** Fire District shall perform the following services to the complete satisfaction of the County and CCCEMSA:
1. Fire District shall provide EMT (BLS) prehospital emergency medical first responder services 24 hours per day, 7 days per week.

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2. Fire District shall assure that all personnel are oriented to CCCEMSA policies, medical treatment guidelines; Multi-casualty Incident Plan; medical radio communications (ambulances, base hospitals, County); medical equipment utilization and maintenance; and Paramedic and EMT local and statewide scope of practice.
3. Fire District shall submit training curriculum to CCCEMSA for approval within 1 month of executed contract and provide approved training to prepare non-paramedic responders to assist a first responder paramedic in providing patient care.
 - a. The training must be provided prior to non-paramedic responder personnel assignment to responding apparatus.
 - b. In the event training curriculum is updated by Fire District, updated curriculum must be submitted to CCCEMSA within 1 month of change.
4. Fire District agrees that the performance of services under this Contract shall conform to high professional standards and shall comply with all CCCEMSA policies, medical treatment guidelines, and state and federal laws and regulations applicable to prehospital EMS responders.
5. Fire District shall designate one staff person with overall responsibility for EMS program coordination. Fire District shall notify CCCEMSA in writing within 10 days of a change in the designation of the staff person.

II. PERFORMANCE STANDARDS.

- A. **Response Time Performance Standards.** Fire District's governing body shall establish EMS response time standards within one year of executed contract and those standards shall be submitted to CCCEMS within one month of adoption by Fire District's governing body. Fire District's response times on requests for emergency medical services originating from within Fire District's primary service area shall be reported to CCCEMS according to Paragraph III, below ("Reporting Requirements") and by the following performance standards.
 1. **Basic Life Support (BLS) First Response.** Fire District shall assure that a fire response vehicle equipped as required by Paragraphs II.C and II.L, (each, "First Responder Unit") responds to every call for service as indicated by CCCEMS response policy.
 2. **Advanced Life Support (ALS) First Response.** Fire District shall assure that a fire response vehicle equipped as required by Paragraphs II.C and II.L, (each, "First Responder Unit") responds to every call for service as indicated by CCCEMS response policy.
- B. **EMS Response Data Collection and Monitoring.** Fire District shall document and maintain data on all EMS responses.
 1. **Documentation of Response Data.** For each medical emergency response, Fire District shall document and report the following:
 - a. EMS incident number (if available);
 - b. Fire District's incident number;
 - c. Time call received;
 - d. Location of call (address, city and map coordinates);

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- e. Nature of call (EMD code/determinant);
- f. Time of initial dispatch;
- g. Time and unit # of first fire unit on scene;
- h. Service level of first fire unit on scene (ALS Paramedic or BLS EMT-I); and
- i. Time ambulance provider notified IF ambulance provider is dispatched by a different communications center than Fire District.

C. Staffing Standards and Personnel Preparation for ALS Districts.

1. Advanced Life Support First Responder Units. Fire District shall staff each First Responder Unit with a minimum of one (1) CCCEMSA accredited paramedic.
2. Credentials. Fire District shall assure that personnel normally assigned to respond to emergency medical requests must be EMT currently certified in California, or paramedics currently licensed in California and accredited in Contra Costa County. This requirement shall not apply to volunteer or paid on-call staff, however, all volunteer or paid on-call staff shall have first responder training to include first aid, CPR, and first responder defibrillation.
3. Required Advanced Cardiac Life Support Training. Fire District’s paramedic personnel assigned to provide paramedic service under this Contract must be currently certified in Advanced Cardiac Life Support (ACLS) according to American Heart Association standards, or have successfully completed similar training as approved by the CCCEMSA Medical Director.
4. Required Trauma Training. Fire District’s paramedic personnel assigned to provide paramedic service under this Agreement must have successfully completed a Basic Trauma Life Support (BTLS) course approved by the American College of Emergency Physicians, or a Prehospital Trauma Life Support (PHTLS) course approved by the American College of Surgeons.
5. Required Pediatrics Training. Fire District’s paramedic personnel assigned to provide paramedic service under this Agreement must be currently certified in one of the following: Pediatric Education for Prehospital Professionals (PEPP) or Pediatric Advanced Life Support (PALS).

D. Staffing Standards and Personnel Preparation for BLS Districts

1. BLS First Responder Units. Fire District shall staff each First Responder Unit with staff possessing a valid California EMT certification.
2. Credentials. District shall assure that prehospital personnel assigned to respond to requests for emergency medical services must, at a minimum, hold a valid and unrestricted California EMT certificate and have attended an CCCEMA system orientation. This requirement shall not apply to volunteer or paid on-call staff.

- E. **Provisional Assignment.** Fire District shall provide a (“provisional assignment”) program within 1 month of executed Contract to be approved by CCCEMSA for first responder paramedics with less than two years full-time experience as a paramedic.

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F. **Medical Control.** Fire District acknowledges and agrees to the following:

1. CCCEMSA Medical Director shall have overall responsibility for medical control of Fire District;
2. Medical control is exercised prospectively through policies, medical treatment guidelines, and training established and/or approved by the CCCEMSA Medical Director;
3. The Base Hospital designated by CCCEMSA provides on-line medical direction and consultation on medical and patient related issues;
4. Retrospective medical control includes monitoring, quality improvement, incident review, and disciplinary processes conducted by the Fire District, base hospital, CCCEMSA, and the State EMS Authority in accordance with applicable CCCEMSA policy (found at <https://cchealth.org/ems/policies-tg.php>), and state laws and regulations;
5. Fire District's EMT and paramedic personnel shall comply with all requirements as established by the State of California and with all applicable provisions of CCCEMSA policy and medical treatment guidelines; and
6. The CCCEMSA Medical Director has the sole and exclusive authority to approve training, training curriculum, and the methods of training, or to modify the training requirements established by CCCEMSA policy and medical treatment guidelines.

G. **EMS System Training.**

1. Fire District's training on the "Contra Costa County Multi-Casualty Incident Plan" shall be conducted during training academies and shall be provided to all prehospital personnel semi-annually. The annual and semi-annual training shall include, at a minimum, the following:
 - a. Basic orientation to the Multi-Casualty Incident (MCI) Plan, notification levels, communications, roles and responsibilities and patient triage and distribution;
 - b. Initiating an MCI with communications center and CCCEMSA early in the response and according to county MCI Plan;
 - c. Participation in interagency functional or field exercises; and
 - d. Fire District will collaborate with the CCCEMSA to continuously evaluate and improve Multi-Casualty Incident Plan training and performance;
2. Fire District will submit an annual report on training of personnel including:
 - a. Number and percentage of personnel trained on MCI plan.

H. **Quality Improvement Program.**

1. Fire District shall maintain a comprehensive continuous Quality Improvement (QI) Program which has been designed to interface with CCCEMSA's countywide QI program, and which has been approved by the CCCEMSA Medical Director. Any amendments to Fire District's QI program are subject to approval by CCCEMSA Medical Director.

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2. Fire District shall provide a physician, or a Registered Nurse or EMT-P experienced in prehospital, quality improvement to implement and oversee this ongoing QI program. This individual shall be responsible for the prehospital quality improvement program for all emergency medical services provided pursuant to the Agreement.
 3. Fire District's QI program shall establish an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care.
 4. Fire District shall regularly participate in CCCEMSA system related QI meetings, activities and QI project teams.
 5. Personnel participating in the oversight of Fire District's prehospital quality improvement program shall complete an Institute of Healthcare Improvement (IHI) Certificate for Patient Safety, Quality and Leadership or equivalent as approved by CCCEMSA within the first 12 months of hire by the Fire District, or within six months of being designated as the person responsible for overseeing the QI program or QI activities.
 6. Fire District shall review their prehospital performance indicators from their QI plan quarterly. Fire District shall develop and provide training, at least annually, to its personnel based on its quarterly evaluations.
 7. Fire District shall have a program to evaluate patient satisfaction as part of their quality program.
- I. **Assaultive Behavior Management Training.** Annually, Fire District shall provide all first responder personnel with the training, knowledge, and skills to effectively manage patients with psychiatric, drug/alcohol, excited delirium, and other behavioral or stress related problems as well as management of violent or potentially violent patients. Fire District shall provide its training curriculum together with a report with the names, certification numbers and date each of its personnel were trained.
- J. **Infection Control.** Fire District shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure in accordance with existing Federal and State laws and regulations. Fire District shall designate an infection control officer and provide notification to CCCEMSA of said designation. The infection control officer shall successfully complete an infection control officer course that meets the requirements of "National Fire Protection Association 1581" or as may be required by law.
- K. **Joint Training.** When requested by CCCEMSA, Fire District will participate in joint training activities with Contra Costa County ambulance service providers, hospital personnel, and dispatch centers.
- L. **General Equipment.** Each Fire District apparatus shall carry all emergency supplies and equipment appropriate for the level of service provided (ALS or BLS) as identified in CCCEMSA "Master Equipment List" posted on the CCCEMSA website. Fire District shall ensure that all new and upgrades to existing technology is interoperative between other first responder agencies, ambulance providers, hospitals and CCCEMSA.

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M. **Equipment Replacement and Exchange.** Fire District is responsible for maintaining a system for the replacement of expendable equipment and supplies.

N. **Safely Surrender Baby Program.**

1. Fire District agrees to be designated as a “safe surrender site” as defined by Health and Safety Code section 1255.7(a)(1)(A). If Fire District is not already designated as a “safe surrender site” Fire District will undertake necessary action to become a “safe surrender site,” within 90 days of the effective date of this Contract.
2. Fire District personnel will be trained in the requirements of California’s safely surrendered baby program as set forth in Health and Safety Code section 1255.7, et seq.
3. Fire Stations designated as Safe Surrender Sites will have appropriate signage and will have at all times at least two (2) of the following: coded confidential ankle bracelet and medical questionnaire.

O. **Communications Equipment and Dispatch.**

1. Fire District shall equip each First Responder Unit with emergency portable radios on EBRC (East Bay Regional Communication System), programmed with fleet mapping identified for use in the EMS System and a cellular telephone for prehospital to base hospital communications.
2. Fire District’s dispatch will utilize the medical priority dispatch system for all calls requesting emergency medical services.
3. Fire District will assure that its designated dispatch assigns response level based on MPDS (medical priority dispatch system) determinant and corresponding response modality pursuant to CCCEMSA policy.

P. **Cooperation With Evolving EMS System.** Fire District agrees to participate and assist in the development of EMS system improvements, which includes but is not limited to equipment upgrades, and to bear the costs of such changes subject to a mutually agreed upon implementation schedule.

Q. **Observation by EMS Agency Staff.** A CCCEMSA representative may, at any time coordinate with District (Fire Chief or EMS Division), to directly observe Fire District’s equipment stock and EMS related operations or inspect Fire District apparatus for required EMS equipment.

R. **Records And Reporting Requirements.** Fire District shall comply with the following record keeping and reporting requirements and shall provide reports to CCCEMSA, as established in Paragraph III (“Reporting Requirements”), all records, information and reports requested by CCCEMSA to evaluate the emergency medical services provided by Fire District under this Contract, including, but not limited to, the following:

1. **Out of Service Reporting.** For each First Responder Unit, Fire District shall report to Contract Manager on a monthly basis the number of occurrences in which a First Responder Unit was out of service for any periods of time exceeding six consecutive hours or was not staffed to provide the District’s provider level of emergency services (EMT or paramedic).

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2. Patient Care Data Collection and Reporting.

- a. Fire District shall assure that all District prehospital personnel receive orientation and training on the District's designated electronic health care record software program. Training shall include information on documentation quality and current state and federal patient privacy laws and health care provider responsibilities
- b. Fire District shall assure that all of its prehospital personnel provide appropriate patient care documentation for every patient contact.
- c. Fire District shall ensure that a CCCEMSA approved Electronic Healthcare Record (EHR), is accurately completed by the EMT or paramedic who has primary responsibility for patient care.
 - 1) Fire District shall transmit completed EHR to the EHR server in accordance with CCCEMSA policy.
 - 2) Fire District shall generate monthly EHR compliance reports to CCCEMSA.
- d. Fire District shall provide a copy of any EHR to CCCEMSA promptly upon request.
- e. Fire District shall provide CCCEMSA reliable access to its EHR platform. CCCEMSA shall have access to all EHRs within 24 hours of patient contact.
- f. Fire District shall provide CCCEMSA with patient care data for all patient responses in a computer readable format that is suitable for statistical analysis.
 - 1) Patient care data collected and provided shall be consistent with the comprehensive data file at CCCEMSA. Such data shall include number of patients treated on scene, number of patients transported, and number of patients who refused transport.
 - 2) Patient care data collected and available shall comply with the National EMS Information System (NEMIS) specifications and the comprehensive data specifications approved by the CCCEMSA.

3. Response Time Statistical Data and Reporting. Within 20 working days following the last day of each month, Fire District shall provide CCCEMSA with first responder response time in a single, computer readable format suitable for statistical analysis. Records shall include the elements identified in Sections II.B.1 above.

- a. This reporting requirement may be satisfied by a FirstWatch connection or to an CCCEMSA approved data depository. Records shall include the elements identified in Sections (II.B.1) in this Contract.

4. Personnel. Fire District shall:

- a. Provide an initial roster of currently credentialed paramedic and EMT personnel to CCCEMSA within 1 month of executed contract.
- b. Notify CCCEMSA in writing within three (3) days when any prehospital personnel are no longer employed by Fire District, or when any prehospital providers' required credentials have lapsed.
- c. Maintain on file at all times, copies of current and valid credentials, certifications, or licenses for all emergency medical personnel performing services under this Contract.

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d. Fire District shall notify CCCEMSA in writing within three (3) days of any actual or alleged violation of Health and Safety Code section 1798.200(a)(1) through (a)(13) by any prehospital personnel.

5. Other Reports. Fire District shall provide such other reports and records as may be reasonably required by CCCEMSA.

S. County Obligations. In consideration of Fire District providing the services and meeting its commitments as described in this Contract, County shall pay Fire District the amounts specified in Paragraph 1.d. of the Payment Provisions of this Contract.

III. REPORTING REQUIREMENTS.

Contract Section	Report	Frequency of Report
I.B.3/I.C.3	ALS/BLS submit training curriculum for non-paramedic First Responders	(One Time) within 1 month of executed contract
II.A	Submit District's EMS response time standards. ***Absence of District standard does not negate R.3 reporting	(One Time) within one year of executed contract
II.B.1	EMS Response Data	As requested
R.3	Response Time Data (First Responder response time data)	Monthly
II.E ALS ONLY	Provisional Assignment	(One Time) within 1 month of contract
G.2	Number and Percentage of Employees Trained on MCI Plan and EMS Annual Update	Annually
I	Assaultive Behavior Training (names, certification numbers, and dates First Responder's were trained)	Annually
R.1	In-Service Report (number of occurrences in which a First Responder Unit was not in service for more than six consecutive hours)	Monthly
R.1	Out of Service Report AND/OR number of occurrences in which an ALS First Responder Unit was not staffed with a paramedic	Monthly
R.2.c	Patient Care Data Collection (compliance report for EHR)	Monthly

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R.4.a	Provide an initial roster of currently credentialed paramedic and EMT personnel	Within 1 month of executed contract
R.4.b/d	Notify CCCEMSA of separation of employment or Section 1798.200 violation	Within 3 days of separation OR actual or alleged violation
R.6	Other Reports as Required	As requested

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1. **Retention of Records.** Paragraph 3. (Records), Subparagraph a. (Retention of Records) of the General Conditions is hereby deleted in its entirety and replaced with the following:

“a. **Retention of Records.** Fire District shall retain all documents pertaining to this Contract for five (5) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this contract’s funding period. Upon request, and except as otherwise restricted by law, Fire District shall make these records available to authorized representatives of the County, the State of California, and the United States Government.”

2. **Termination.** Paragraph 5. (Termination and Cancellation), Subparagraph a. (Written Notice) of the General Conditions is hereby deleted in its entirety.

3. **Indemnification.** Paragraph 18. (Indemnification) is hereby deleted and replaced in its entirety by the following paragraph:

“18. **Indemnification.**
a. Fire District shall defend, save harmless and indemnify the County and its officers, agents and employees for the Fire District’s share of all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of Fire District hereunder, resulting from the conduct, negligent or otherwise, of Fire District, its agents or employees.
b. The County shall defend, save harmless and indemnify Fire District and its officers, agents and employees for the County’s share of all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the County, resulting from the conduct, negligent or otherwise, of the County or its employees.”

4. **Insurance.** Paragraph 19. (Insurance) of the General Conditions is hereby deleted and replaced in its entirety by the following paragraph:

“19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Fire District shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in these Conditions:

a. **Liability Insurance.** Fire District shall provide incidental medical malpractice insurance and comprehensive liability insurance, including coverage for owned and non-owned vehicles, each with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each act, omission, or occurrence. Such insurance shall be endorsed to

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include the County of Contra Costa and their respective officers and employees as additional named insured as to all services performed by Fire District under this agreement.

- b. Workers' Compensation. Fire District shall provide workers' compensation insurance coverage for its employees.
 - c. Certificate of Insurance. Fire District shall provide the County with a certificate(s) of insurance evidencing liability, incidental medical malpractice and workers' compensation insurance as required herein no later than the effective date of this Contract. If Fire District should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then Fire District shall provide (a) current certificate(s) of insurance.
 - d. Additional Insurance Provisions. The insurance policies provided by the Fire District shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance as to the County, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Fire District's insurance policy or policies."
5. All occurrences of the term "Contractor" in the General Conditions shall be replaced by the term "Fire District".

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1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

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5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

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10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

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d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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AGREEMENT FOR EMERGENCY MEDICAL CARE QUALITY ASSURANCE AND SUPPORT SERVICES

This Agreement is made and entered into effective on October 18, 2023, by and between the Rodeo-Hercules Fire Protection District, a California special district, (hereinafter referred to as “District”) and Greg Kennedy, R.N. (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, District desires to enter into an agreement for emergency medical care quality assurance and support services where the consultant will perform quality assurance services and other supportive duties as requested for emergency medical care support within the District; and

WHEREAS, CONSULTANT warrants that they are specially trained, experienced, expert, and competent to perform such services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement.

AGREEMENT

Rodeo Hercules Fire District and CONSULTANT each desire to enter into an Agreement where CONSULTANT will perform quality assurance and support services for emergency medical care personnel within the District.

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services

- a. Review of all Patient Care Reports (PCR’s), submit required documentation, and manage records of the same.
- b. Develop curriculum and provide weekly training for Emergency Medical Technicians (EMT)/EMT Paramedics to ensure compliance with mandates and certifications as well as ensure the highest level of safety and competency of personnel.
- c. Assessment of EMT/EMT Paramedic skills to ensure compliancy with mandates and certification as well as ensure the highest level of safety and competency of personnel.
- d. Field evaluations as needed via “ride alongs” to ensure delivery of high-quality patient care.
- e. Ensure timely and complete renewal of all EMT/EMT Paramedic certification and re-certification.
- f. Act as the Designated Infectious Control Officer and be on call for such services (typical response within 2 hours but no greater than 24 hours); ensure the District is compliant with all laws, regulations, and mandates related to bloodborne pathogens and infectious disease control including training, policies, records management, workplace practices, post exposure management and reporting.
- g. Serve as primary contact for EMS Event Reporting and advise as District CQI RN
- h. Provide public education at least quarterly.

- i. Records management and compliance reporting as required by the local EMS agency (LEMSA) and State of California EMS agency.
- j. Provide other EMS support services as agreed upon.

2. Term of Agreement.

- a. This Agreement shall be effective for a period of 12 months beginning from October 18, 2023, to October 18, 2024, subject to any earlier termination in accordance with this Agreement. Thereafter, this agreement may be extended annually by mutual agreement of District and CONSULTANT pursuant to annual program budget as approved by the District's Board of Directors.
- b. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the District upon written notice to the CONSULTANT upon thirty (30) day's written notice. CONSULTANT may terminate this Agreement upon sixty (60) days' written notice.

3. Compensation. The District agrees to pay CONSULTANT as full compensation, including but not limited to all fees and expenses, for all services and duties performed (40 hours per month), except otherwise agreed upon, the sum of \$80.00 per hour throughout the contract period. The compensation to be paid under this Agreement shall not exceed \$42,000 per fiscal year.

4. Reimbursement. The District agrees to reimburse CONSULTANT for pre-approved expenses. Except as pre-approved, travel time and expenses will be at the CONSULTANT's own expense and not reimbursable. A departmental vehicle will not be provided.

5. Billing and Invoicing. The CONSULTANT shall render a detailed monthly invoice to Rodeo Hercules Fire District for services or hours performed during the month. The Rodeo Hercules Fire District shall remit payment within thirty (30) days upon its approval.

6. Workspace. Rodeo Hercules Fire District agrees to provide classroom space, supplies, equipment, and support services required to maintain all records and correspondence connected with the quality assurance and EMS support services. The CONSULTANT may also provide their own supplies as needed. While in person attendance is expected for teaching and public education, some remote work is expected as agreed upon with the Fire Chief or designee.

7. Independent Consultant. CONSULTANT is an independent CONSULTANT and not an agent, subagent, or employee of the Rodeo Hercules Fire District.

8. Insurance. CONSULTANT shall have and hold automobile and Professional Liability Insurance in the amount of at least \$300,000 per occurrence, throughout the term of this Agreement. A department vehicle will not be provided.

9. Professional License. CONSULTANT shall maintain his Registered Nurse License for the term of this Agreement.

10. Indemnification. Rodeo Hercule Fire District shall defend, indemnify, and hold harmless, the CONSULTANT from and against any and all claims, damage, injury and liability for damages arising in the performance of services provided under this Agreement. The Rodeo Hercules Fire District shall not be responsible for claims, damage, injury or liability for damages resulting from CONSULTANT's sole negligence or willful misconduct.

Consultant shall defend, indemnify, and hold harmless, the District from and against any and all claims, damages, injuries and liabilities for damages arising in the performance of services provided under this Agreement. Consultant shall not be responsible for claims, damage, injury or liability for damages resulting from District's sole negligence or willful misconduct.

11. Entire Agreement. Except as otherwise stated herein, all obligations of the District and CONSULTANT are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation, which shall be mutually agreed upon by and between Rodeo Hercules Fire District and CONSULTANT shall be set forth in written amendments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this date: October 18, 2023, By Rodeo Hercules Fire District Fire Chief or Fire Chief's designee, and by CONSULTANT Greg Kennedy.

Rodeo Hercules Fire District:

CONSULTANT:

By: _____ Date _____

_____ Date _____

Fire Chief / Designee

Greg Kennedy

APPROVED AS TO FORM: _____

District Counsel

RESOLUTION 2023-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO HERCULES
FIRE PROTECTION DISTRICT APPROVING EMERGENCY MEDICAL CARE
QUALITY ASSURANCE AND SUPPORT SERVICES CONTRACT**

WHEREAS, the Rodeo-Hercules Fire Protection District (RHFD) desires to engage in an agreement with Greg Kennedy for emergency medical care quality assurance and support services for emergency medical care personnel within the District.

WHEREAS, District desires to enter into an agreement for emergency medical care quality assurance and support services where the consultant will perform quality assurance services and other supportive duties as requested for emergency medical care support within the District; and

NOW, THEREFORE, the Board of Directors of the Rodeo-Hercules Fire Protection District does **RESOLVE** that it approves and authorizes the Fire Chief to execute a contract with Greg Kennedy, to provide emergency medical care quality assurance and support services for emergency medical care personnel within the District, for a term of one year, for a total price not to exceed \$42,000 per fiscal year.

IF ANY PART OF THE RESOLUTION OR ANY ATTACHMENTS TO IT are for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity of the remaining portions of this Resolution or its attachments, and the Board hereby declares that it would have adopted this Resolution, and each section, subsection, sentence, clause, and phrase hereof, irrespective of any one or more sections, subsections, sentences, clauses or phrases being declared invalid or unconstitutional. The foregoing Resolution was duly and regularly adopted at a regular meeting of the Rodeo-Hercules Fire Protection District Board of Directors meeting held on the 18th day of October 2023, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Marie Bowman, Board Chair

ATTEST:

Kimberly Corcoran, Clerk of the Board

RODEO-HERCULES FIRE PROTECTION DISTRICT

MEMORANDUM

TO: Board of Directors, RODEO - HERCULES FIRE DISTRICT

FROM: Rebecca Ramirez, INTERIM FIRE CHIEF

DATE: October 18, 2023

SUBJECT: California Public Records Act Updated Request Policy and Procedure

BACKGROUND:

Under the California Public Records Act (PRA), every person has a right to inspect any public records, with some exceptions. The Rodeo Hercules Fire Protection District currently has a policy in place for handling PRA requests. The policy outlines procedures for requesting and receiving records under the PRA, however, requires updates due to changes in the California Public Records Act, including an updated request form.

During the August 9th regular meeting, the Board received a presentation on the Rodeo Hercules Fire Protection District Public Records Request Policy which they approved with some requested changes to clarify waiting periods and the addition of a procedure for the public to easily follow. The Board requested the modified policy along with procedure come back to the board as an informational item.

RECOMMENDATION:

The revised policy and procedure will ensure compliance with the PRA and establish fees to cover the District costs for providing document copies to requestors. Staff recommends the Board receive the amended Rodeo Hercules Protection District Public Records Request Policy.

Attachments:

1. Redline version of originally presented policy.
2. Final corrected policy with procedure included.
3. [Resolution No. 2023-09 \(adopted\)](#)

Public Records Request Policy of Rodeo-Hercules Fire Protection District

I. Purpose

To establish Rodeo-Hercules Fire Protection District (the “District”) policy and guidelines concerning accessibility of District records under the California Public Records Act (“PRA”).

II. Background

Section 7922.525 of the Government Code provides that every person has a right to inspect any public record except those specifically exempted by law.

"Public record" is defined by law to include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the District regardless of physical form or characteristics.¹

A "writing" for purposes of public access is defined as “any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or any combination thereof, and record thereby created, regardless of the manner in which the record has been stored.”²

III. Policy

Records of Rodeo-Hercules Fire Protection District are open to inspection at all times during normal office hours at District's headquarters located at 1680 Refugio Valley Road, Hercules, California. Every person has the right to inspect any District record except those records exempted by statute from public disclosure. Nothing in this policy is intended to conflict with, or shall be interpreted to conflict with, the PRA.

IV. Procedure

A. The attached Public Records Request form should be completed by the requestor for all requests to view or photocopy District records other than typical billing and account information. This form must be submitted to the District's Executive Assistant for processing and consideration.

B. Requests must be for records in the District's possession. Requests must reasonably describe identifiable records or else processing may be delayed for further clarification. District staff may assist you in identifying records and information that are responsive to your request or to the purpose of your request.

¹ California Government Code Section 7920.530, subd. (a) (formerly California Government Code Section 6252, subd. (e)).

² California Government Code Section 7920.545 (formerly California Government Code Section 6252, subd. (e)).

C. When a member of the public requests the inspection of a public record, or requests a copy of a public record, and to the extent such records are not exempt, the Administrative staff shall, to the extent reasonable, assist the individual in identifying records that are responsive, describe the information technology in which the record exists, and provide suggestions for overcoming any practical basis for denying access to the record.

D. Administrative staff will respond to a records request promptly, but no later than 10 calendar days from receipt of the request, to notify the requester whether the District has records and an estimate of when they will be disclosed.³The ten day response period starts on the first calendar day after the date of receipt.⁴ If the tenth day falls on a weekend or holiday, the next business day is considered the deadline for responding to the request.⁵ In accordance with California law, Administrative staff may extend the ten day response period for copies of public records for up to fourteen calendar days.⁶ If staff exercises this right, they must do so in writing, stating the reason for the extension and anticipated date of response.⁷

DE. To the extent identifiable public records exist in electronic format, and access to which is not otherwise restricted by law, and to the extent the information is not exempt from disclosure, the information shall be made available to the public in such format, but only if the production will not jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained. The person requesting the information shall bear the cost of producing the record, including the cost to construct the record, and the cost of programming and computer service to produce the record when the District is requested to produce a copy of an electronic record that is produced only at otherwise regularly scheduled intervals or that request requires data compilation, extraction, or programming to produce.

EF. Upon receipt of a completed Record Request Form and identifying the responsive records, the District will, when appropriate:

- (1) Indicate the place within which the inspection must be made and the time limitation, if any, for return of the documents.
- (2) Supervise and assist the requestor in reviewing the records.
- (3) Provide copies upon request and after payment of the appropriate fees.

EG. The District may temporarily deny or restrict inspection of public records under the following circumstances:

³ Gov. Code, § 7922.535, subd. (a) (formerly Gov. Code, § 6253, subd. (c)).

⁴ Civ. Code, § 10.

⁵ Civ. Code, § 11.

⁶ Gov. Code, § 7922.535 (formerly Gov. Code, § 6253, subds. (c)(1)-(4)).

⁷ Gov. Code, § 7922.535 (formerly Gov. Code, § 6253, subd. (c)).

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- (1) At the time of the request the records are required by District staff in performing their duties.
- (2) Other persons are inspecting or are waiting to inspect the records.
- (3) The records need to be retrieved from storage.
- (4) At the time of the request, supervision of inspection of the records is not possible because of the unavailability of appropriate District personnel.
- (5) A question exists as to the possible exemption of the record from disclosure and the matter must be referred to legal counsel for advice.

GH. Any notification of denial of any request for records shall set forth the name and title or position of the District personnel responsible for the denial, and reason for the denial.

V. Fees

A request for a copy of an identifiable public record, for information produced from such a record, or for a certified copy of such a record, must be accompanied by payment of the appropriate fee as determined by District staff based on cost to the District. Any fee established may be modified from time to time by resolution of the District to reflect actual chargeable costs, and any fee schedule developed shall be made available by the District's Administrative staff. Where the State Legislature has established a statutory fee for any given record, the statutory fee shall be charged.

Fees for copies are in accordance with Board Resolution No. **XXX** as follows:

Copy charge:

- | | |
|--|-----------------|
| 1. Document Copies (8.5 x 11) | \$0.20/per page |
| 2. Document Copies (8.5 x 14) and larger | \$0.25/per page |

Commented [VJ1]: Kimberly- Under California Government Code Section 7922.530, the District may only charge the "direct costs of duplication", I have provided an estimate but please amend the charges if they are inaccurate.

VI. Records Not Open for Inspection

The following records are not open for public inspection:

- A. Preliminary drafts, notes or interagency or intra-agency memoranda which are not retained by the District in the ordinary course of business, provided that the public interest in withholding those records clearly outweighs the public interest in disclosure.
- B. Records pertaining to pending litigation to which the District is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, until such litigation or claim has been finally adjudicated or otherwise settled.
- C. Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.

D. Geological and geophysical data, plant production data, and similar information, relating to utility systems development, or market or crop reports, which are obtained in confidence from any person.

E. Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination.

F. The contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the District relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained.

G. Records the disclosure of which is exempted or prohibited pursuant to provisions of federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.

H. Statements of personal worth or personal financial data required by the District acting in the capacity of a licensing agency and filed by an applicant with the District to establish his personal qualifications for the license, certificate, or permit he seeks.

I. Memoranda, correspondence, and writings submitted to the District or its Board of Directors by District's legal counsel pursuant to the attorney-client privilege.

J. The District is prohibited from allowing public access to "trade secrets." "Trade secrets" as used in this context may include, but is not limited to, any formula, plan, pattern, process, tool mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

K. Records pertaining to a utility customer, except to an agent or authorized family member of the customer in question, governmental or law enforcement agencies when appropriate, or unless disclosure is specifically required by law.

L. Documents related to Vulnerability Assessment.

M. The District also possesses the discretion to claim an exemption in those instances where the public interest served by not making the record public clearly outweighs the public interest served by disclosure.

RODEO-HERCULES FIRE PROTECTION DISTRICT

1680 Refugio Valley Road, Hercules, CA 94547
510-799-4561 [fax and email]

PUBLIC RECORDS REQUEST FORM

The California Public Records Act (the "PRA") was enacted to ensure public access to public records. You may request copies of specific records and the District will provide this information, or an explanation as to why the records sought cannot be disclosed, as soon as possible consistent with deadlines set forth in the PRA.

When submitting your request, please be as specific as possible (i.e., provide dates of reports or actions, resolution or ordinance numbers, etc.)

Copy charge:

- | | |
|--|-----------------|
| 1. Document Copies (8.5 x 11) | \$0.20/per page |
| 2. Document Copies (8.5 x 14) and larger | \$0.25/per page |

Commented [VJ2]: same comment as above

Name:

Address:

Phone:

NAME/DATE OR DESCRIPTION OF DOCUMENT	TYPE OF DOCUMENT (ordinance, resolution, report, etc.)
--------------------------------------	--

Signature of Requestor:	Date:
AREA BELOW FOR OFFICE USE ONLY	
Date received: Estimated cost:	Date of response:

5472698.2

POLICY AND PROCEDURE

SUBJECT: PUBLIC RECORDS REQUESTS

I. PURPOSE

To establish Rodeo-Hercules Fire Protection District (the “District”) policy and guidelines concerning accessibility of District records under the California Public Records Act (“PRA”).

II. BACKGROUND

§79255.525 of the Government Code provides that every person has a right to inspect any public record except those specifically exempted by law.

“Public record” is defined by law to include any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained b the District regardless of physical form or characteristics.¹

A “writing” for purposes of public access is defined as “any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or any combination thereof, and record thereby created, regardless of the manner in which the record has been stored.”²

III. POLICY

Records of Rodeo-Hercules Fire Protection District are open to inspection at all times during normal office hours at District headquarters located at 1680 Refugio Valley Road, Hercules, California. Every person has the right to inspect any District record except those records exempted by statute from public disclosure. Nothing in this policy is intended to conflict with or shall be intended to conflict with, the PRA.

¹ California Government Code §7920.530,subd.(a) (formerly California Government Code §6252,subd. (e)).

² California Government Code §7920.545 (formerly California Government Code §6252, subd (e)).

IV. PROCEDURE

- A. The attached Public Records Request form should be completed by the requestor for all requests to view or photocopy District records other than typical billing and account information. This form must be submitted to the District's Executive Assistant for processing and consideration.
- B. Requests must be for records in the District's possession. Requests must reasonably describe identifiable records or else processing may be delayed for further clarification. District staff may assist you in identifying records and information that are responsive to your request or to the purpose of your request.
- C. When a member of the public requests the inspection of a public record, or requests a copy of a public record, and to the extent such records are not exempt, the Administrative staff shall, to the extent reasonable, assist the individual in identifying records that are responsive, describe the information technology in which the record exists, and provide suggestions for overcoming any practical basis for denying access to the record.
- D. Administrative staff will respond to a records request promptly, but no later than 10 calendar days from receipt of the request, to notify the requestor whether the District has records and an estimate of when they will be disclosed.³ The ten day response period starts on the first calendar day after the date of receipt.⁴ If the tenth day falls on a weekend or holiday, the next business day is considered the deadline for responding to the request.⁵ In accordance with California law, administrative staff may extend the ten day response period for up to fourteen calendar days.⁶ If staff exercises this right, they must do so in writing, stating the reason for the extension and anticipated date of response.⁷
- E. To the extent identifiable public records exist in electronic format, and access to which is not otherwise restricted by law, and to the extent the information is not exempt from disclosure the information shall be made available to the public in such a format, but only if production will not jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained. The person requesting the information shall bear the cost of programming and computer service to produce the record when the District is requested to produce a copy of an electronic record that is produced only at otherwise regularly scheduled intervals or that request requires data compilation, extraction, or programming to produce.
- F. Upon receipt of a completed Record Request Form and identifying the responsive records, the District will, when appropriate:
 - (1) Indicate the place within which the inspection must be made and the time limitation, if any, for return of the documents.
 - (2) Supervise and assist the requestor in reviewing the records.
 - (3) Provide copies upon request and after payment of appropriate fees.

³ Government Code §7922535, subd(a) formerly Government Code §6253, subd. (c)).

⁴ Civil Code §10.

⁵ Civil Code §11.

⁶ Gov. Code, § 7922.535 (formerly Gov. Code, § 6253, subds. (c)(1)-(4))

⁷ Gov. Code, § 7922.535 (formerly Gov. Code, § 6253, subd. (c)).

G. The District may temporarily deny or restrict inspection of public records under the following circumstances:

- (1) At the time of the request the records are required by District Staff in performing their duties.
- (2) Other persons are inspecting or waiting to inspect the records.
- (3) The records need to be retrieved from storage.
- (4) At the time of the request, supervision of inspection of the records is not possible because of the unavailability of appropriate District personnel.
- (5) A question exists as to the possible exemption of the record from disclosure and the matter must be referred to legal counsel for advice.

H. Any notification of denial of any request for records shall set forth the name and title or position of the District personnel responsible for the denial, and reason for the denial.

V. FEES

A request for a copy of an identifiable public record, for information produced from such a record, or for a certified copy of such a record, must be accompanied by payment of the appropriate fee as determined by District staff based on cost to the District. Any fee established may be modified from time to time by resolution of the District to reflect actual chargeable costs, and any fee schedule developed shall be made available by the District's Administrative staff. Where the State Legislature has established a statutory fee for any given record, the statutory fee shall be charged.

Fees for copies are in accordance with Board Ordinance No. 2022-02 as follows:

Copy Charge:

1. Document copies (8.5 x 11) \$0.20/per page
2. Document copies (8.5 x 14) and larger \$0.20/per page

VI. RECORDS NOT OPEN FOR INSPECTION

The following records are not open for public inspection:

- A. Preliminary drafts, notes or interagency or intra-agency memoranda which are not retained by the District in the ordinary course of business, provided that the public interest in withholding those records clearly outweighs the public interest in disclosure.
- B. Records pertaining to pending litigation to which the District is a party, or to claims made pursuant to Division 3.6 (commencing with §810) of Title 1 of the Government Code, until such litigation or claim has been finally adjudicated or otherwise settled.
- C. Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.
- D. Geological and geophysical data, plant production data, and similar information, relating to utility systems development, or market or crop reports, which are obtained in

confidence from any person.

- E. Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination.
- F. The contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the District relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained.
- G. Records the disclosure of which is exempted or prohibited pursuant to provisions of federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.
- H. Statements of personal worth or personal financial data required by the District acting in the capacity of a licensing agency and filed by an applicant with the District to establish his personal qualifications for the license, certificate, or permit he seeks.
- I. Memoranda, correspondence, and writings submitted to the District or its Board of Directors by District's legal counsel pursuant to the attorney-client privilege.
- J. The District is prohibited from allowing public access to "trade secrets." "Trade secrets" as used in this context may include, but is not limited to, any formula, plan, pattern, process, tool mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
- K. Records pertaining to a utility customer, except to an agent or authorized family member of the customer in question, governmental or law enforcement agencies when appropriate, or unless disclosure is specifically required by law.
- L. Documents related to Vulnerability Assessment.

The District also possesses the discretion to claim an exemption in those instances where the public interest served by not making the record public clearly outweighs the public interest served by disclosure.

Public Records Request Form

Public records are provided in accordance with the California Public Records Act (Statutes of 1968, Chapter 1473; currently codified as California Government Code §§6250 through 6276.48[1])

Click or tap to enter a date.

Date of Request

NOTE: Same Day Service Not Available for all records

Click or tap here to enter text.

Requestor Name

Click or tap here to enter text.

e-mail

Click or tap here to enter text.

Address

Click or tap here to enter text.

City/State/Zip

Click or tap here to enter text.

Telephone

Records Requested:

- Incident Report
- Property Records (Viewable only onsite)
- Fire Investigation Report
- Other (Specify below)

Click or tap here to enter text.

Date of Incident

Click or tap here to enter text.

Time of Incident

Click or tap here to enter text.

Incident Number

Click or tap here to enter text.

Incident Location

Other Identifying information or details (be specific):

Click or tap here to enter text.

Method of Delivery: (please check the requested method of delivery)

- I would like to inspect the records. Please advise me when the records are available for inspection at the administration office.
- I would like to pick up copies of the records from the RHFD administration office. Please advise me when the records are ready. I understand that I may be required to pay any applicable fees before the District will release the copies to me.
- Please mail the records to the address listed above. I understand that I may be required to pay any applicable fees before the District will release the copies to me.
- Please email me the records. I understand that not all records are available via email.

Public Records Request Procedure

For the complete Rodeo-Hercules Fire Protection District Public Records Request Policy, please visit rhfd.org/policylinkhere.

Please complete the attached Public Records Request Form, and submit by mail. The Form can also be emailed to info@rhfd.org.

You will receive a response no later than 10 calendar days from the receipt of your request notifying you whether the requested records exist and an estimate of when they will be disclosed. In accordance with California law, we may extend the ten-day response period for up to fourteen calendar days. This shall be done in writing, and will state the reason for the extension and the anticipated date of response.

FEES

A request for a copy of an identifiable public record, for information produced from such a record, or for a certified copy of such a record, must be accompanied by payment of the appropriate fee as determined by District staff based on cost to the District. Any fee established may be modified from time to time by resolution of the District to reflect actual chargeable costs, and any fee schedule developed shall be made available by the District's Administrative staff. Where the State Legislature has established a statutory fee for any given record, the statutory fee shall be charged.

Fees for copies are in accordance with Board Ordinance 2022-02 as follows:

Copy Charge:

1. Document copies (8.5 x 11) \$0.20/per page
2. Document copies (8.5 x 14) and larger \$0.20/per page

RESOLUTION NO. 2023-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RODEO-HERCULES
FIRE PROTECTION DISTRICT AMENDING THE RODEO HERCULES FIRE
PROTECTION DISTRICT PUBLIC RECORDS REQUEST POLICY**

WHEREAS, local government agencies establish policies from the response to public request for documents that are considered public records consistent with State law; and

WHEREAS, Rodeo Hercules Fire Protection District has not updated the public records policy in some time; and

WHEREAS, the Rodeo Hercules Fire Protection District Board of Directors (“Board”) desires to amend the Rodeo Hercules Fire Protection District Public Records Request Policy; and

WHEREAS, the Board also desires to establish fees for copies to reflect the current direct cost of duplication, as authorized by California Government Code Section 7922.530.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, amend the Rodeo Hercules Fire Protection District Public Records Request Policy, attached hereto and incorporated as Exhibit A.

BE IT FURTHER RESOLVED, the Board, hereby, approves the fees for record copies as described in the Rodeo Hercules Fire Protection District Public Records Request Policy, attached hereto and incorporated as Exhibit A.

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 9th day of August, 2023.

Kimberly Corcoran
Secretary to the Board

DRAFT FORMAT FOR DISCUSSION AND POSSIBLE ACTION (AGENDA ITEM 16, PAGE 1) -- LIST OF FUTURE RHFD AGENDA ITEMS

Meeting Date	Agenda Item Description	Priority (Legal or RHFD Required, Board Priority, Closed Session, Board Other, Staff Other)	Responsible Party (Board, Staff, Counsel, etc.)	Report (R), Presentation (P), Resolution (RES), Contract (C), RFP	Item Type (Action, Discussion, Receipt of Report, Information, Public Hearing, etc.)	Comments (Requested by, Updates, etc.)
Oct. 18	Chief's Performance Evaluation	Closed Session	Board, Counsel	N/A	N/A	
	Prevention Fees	Legal	Staff	N/A	Discussion	No report, information and discussion only.
	Benefit Assessment Protest	Legal	Staff	R	Public Hearing, Action	Assessment rates approved in May: RES NO. 2023-03
	CPRA Minor Procedure Updates	Legal	Staff	R	Information	Procedure updates per Aug. Board meeting
	Emergency Bathroom & Renovations Stations 76 & 75 and Emergency Care Quality Assurance & Support Services Agreement	Board Priority & Legal	Staff, Counsel	R, RES, C	Action	Station 76 & 75 bathroom emergency repairs & renovations, EMS medical care quality assurance and support services.
	Management of Agenda Items and 2024 Annual Calendar	Board Priority	Bowman	P	Discussion & Action	Future agenda items format (Possible Action) and 2024 annual admin. calendar (Info.)
Nov. 8	Update on Possible Meas O Waiver of Zero Value Parcels	Legal	Staff, Counsel	R, P, RES	Action	Moved from Oct. to Nov. because data needed from County. Resolution only if needed to support changes to Meas O. Follow-up from Aug. Board meeting.
	Review of Strategic Plan & Business Implementation Plan	Board Priority	Board	P	Action	Possible approval of brochures for distribution
	District EMS Responsibilities	Legal	Staff	P	Information	Board seeking clarification of District Responsibilities
	District Process for Onboarding Directors & Meas. O Committee Members	Board Priority	Staff	R	Information	Onboarding of Directors & Meas O so that legal requirements are met, individuals and Board are aware of when their term ends.
	Role of General Counsel & Board Management of Interactions with Counsel	Board Other	Counsel	R	Information	Director's request.
	Transcription of RHFD Minutes	Board Other	Davidson	R	Discussion & Action	Info. on transcription of Board Mins. Software. Director Davidson to coordinate with Chief. Review with Mr. Pio Roda for legal compliance.
	Measure O Fire Service Parcel Tax for Bayfront High-Rise Apartments Re: "Leland Traiman v. Alameda Unified"	Board Other	Davidson	R	Discussion & Action	Mr. Pio Roda is reviewing the Courts ruling on Leland Traiman v. Alameda Unified and its possible applicability to Meas. O.
	First Quarter Budget Review	Board Priority	Staff	R & P	Information	Supporting documents available Oct. 16 as payroll info. not available till Oct. 12. Moved to Nov.
Nov. 29	Special Meeting: Strategic Plan Workshop	Board Priority	Consultant Mike Despain	P	Discussion & Action	Hold date and time. Despain will led workshop from 6PM-8PM. SP brochures will also be presented for approval.
Dec. 13	Special Meeting: Strategic Plan Workshop	Board Priority	Consultant Mike Despain	P	Discussion & Action	Hold date and time. Despain will led workshop from 6PM-8PM.
Jan. 11	Procurement of Station Alerting Systems	Board Priority, Legal	Staff, Counsel	R,RES,RFP, C	Action	
	Financial Stability Considerations for Special Districts	Board Priority	CSDA	P	Informational	Coordinating w/ State & National Chapters & Business Affiliates
	District Reorganization	Legal & Board Priority	Board		Action	Selection of Chair and Vice-Chair
	Annual Calendar	Board Priority	Board		Informational	Annual Calendar prepared in coordination with Chief

Director Bowman, 10/6/23 draft

RHFD ADMINISTRATIVE AND BOARD CALENDAR 2024 (AGENDA ITEM #16, PAGE 2)

Meeting Date	Agenda Item
January 10, 2024	DISTRICT REORGANIZATION (BOARD CHAIR AND VICE-CHAIR) ANNUAL CALENDAR OATH OF OFFICE (POST ELECTION YEARS)
February 14, 2024	RECEIVE FISCAL YEAR 2022-2023 ANNUAL AUDIT REPORT RECEIVE FISCAL YEAR 2022-2023 MEASURE O AUDIT REPORT FROM CHIEF RECEIVE MIDYEAR BUDGET REPORT LAIF SIGNATURES (IF NEEDED)
March 13, 2024	SELECTION OF 2024-25 BUDGET AD HOC COMMITTEE WEED ABATEMENT PROCESS
April 10, 2024	PUBLIC HEARING MEASURE O CPI INCREASE WEED ABATEMENT PUBLIC HEARING CONFERENCE WITH LABOR NEGOTIATOR
May 8, 2024	DECLARATION OF INTENT TO CONTINUE TO LEVY A FIRE SUPPRESSION ASSESSMENT AND SUPPLEMENTAL FIRE SUPPRESSION ASSESSMENT ON ALL PARCELS OF REAL PROPERTY FOR FISCAL YEAR 2024-25 CONFERENCE WITH LABOR NEGOTIATOR THIRD QUARTER BUDGET REPORT ORDERING EVEN-YEAR AND SPECIFICATIONS OF THE BOARD OF DIRECTORS ELECTION (EVEN YEARS)
June 12, 2024	PUBLIC HEARING PRELIMINARY OPERATING BUDET APPROVAL FOR FISCAL YEAR 2024-2025 BUDGET 101 PRESENTATION CONFERENCE WITH LABOR NEGOTIATOR RECEIVE MEASURE O COMMITTEE REPORT FOR FY 2023-2024
July 10, 2024	
August 14, 2024	END OF YEAR BUDGET UPDATE
September 11, 2024	PUBLIC HEARING ON FINAL OPERATING BUDGET FOR FISCAL YEAR 2024-2025 ADOPTION OF APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025
October 23, 2024	PUBLIC HEARING-BENEFIT ASSESSMENT APPEALS FOR FISCAL YEAR 2024-2025 FIRST QUARTER BUDGET UPDATE FIRE CODE ADOPTION (TRIANNUALLY) CONFLICT OF INTEREST CODE (BIANNUALLY IF NEEDED)
November 13, 2024	
December	NO REGULAR MEETING

Director Bowman, 10/6/23

Rodeo-Hercules Fire Protection District
MEMORANDUM

To: Board of Directors, Rodeo-Hercules Fire District
From: Rebecca Ramirez, Interim Fire Chief
Subject: Fire Chief's Report
Date: October 18, 2023

Labor Relations /Personnel

Three personnel hit milestones, Engineers Jesus Garcia, Matt Greiner, and Carlo Granzella have completed their task books and probationary period for the position of Engineer. Firefighter Anthony Guzman completed the Engineer task book and is now eligible to act as an Engineer.

Reporting: Chief Ramirez

Operations

- Fatal Structure fire in Crockett at 1514 Lillian St. on 9/30. Quint 76 performed ventilation, Engine 75 performed primary search and overhaul.
- Rescue off Highway 4, two people were trapped down an embankment and severely injured.
- Vegetation fire 10/1 Willow onramp to W/B I-80. Engine 375 and Quint 76 along with Engine 378, Engine 374, and Crew 12.
- Vegetation Fire 10/5 San Pablo Ave/ John Muir parkway. 2 acres. Engine 375, Eng 75 with assistance from 374, 378, WT 278, Crew 12
- Vehicle Fire 9/26 On I-80. Engine 75 extinguished and Quint 76 assisted and blocked traffic.
- Vehicle Fire 9/25 On I-80 WB at Willow. Quint 76 extinguished fire. Engine 75 assisted and provided water supply and personnel.
- CPR for a two-year-old child.
- Mutal Aid Vegetation Fire on McEwan Rd. 4 acres. Eng 375 assisted with hose lay and ensuring extinguishment.
- Exterior structure fire at Phillips 66. 10/6. Eng 75 and Eng 78 extinguished and overhauled turnout storage shed. Estimated at \$300,000 loss.

Reporting: Captain Johnson

Training

Completed multiple acting engineer and acting captain tasks. Cooperative regional partner training with Richmond FD on search. FF Survival in-house training.

Reporting: Captain Johnson

Facilities/Equipment

Received estimates on station 76 and 75 Bathroom, contract pending approval of board. Received estimates for alerting system. Awaiting Measure X notification.

Reporting: Chief Ramirez

Fleet Management

Quint76A returned from the shop after 3 weeks for a new turbo. Engine 376 has been in the shop for the past 3 weeks, intermittent power loss due to possible injector and/or turbo issues, possibly. 7501 SUV went in for new brakes and rotors. The new BC command vehicle left to begin the build. Apparatus committee met with potential apparatus builders for pricing on a new Quint and type 1 Engine.

Reporting: Captain Johnson

Grants/Reimbursements

FEMA has officially denied the grant request for radios. Measure X application support letter submitted by all partner agencies including a letter endorsed by Chair Bowman and Vice Chair Doss to include radios and alerting system.

Reporting: Chief Ramirez

Community Risk Reduction

We are scheduling school visits and station visits. Q76 visited Ohlone Kindergarten classes last month and we are coordinating with Lupine Hills for TK/Kindergarten visits soon. A Hercules high school special ed class is on the calendar for a visit and we are waiting for confirmation from another high school class. Firefighter Guzman is assisting with coordination of outreach to 3rd grade classes at all 5 elementary schools in the district.

Reporting: Chief Ramirez

Prevention

Recent increase in solar project submissions. Fire Marshal Lellis has been taking classes to familiarize himself with the hazard of thermal runaway. Crews will do a walk-thru of the AT&T building on Sycamore to familiarize themselves with the layout. New software platform with "First Due" for tracking and billing of inspections.

Reporting: Chief Ramirez

Fiscal Stabilization – Annual audit underway. Quarterly budget presentation in November.

Reporting: Chief Ramirez

Community Activities/Meetings – Open House October 21, 11-2 at station 76. Staff attended Cap 66 meeting, RMAC, 3rd grade visits beginning in October.

Reporting: Chief Ramirez

Commendations/Awards/Notables – Recognize Hercules PD for assisting on two calls which required quick action.

- 33-year-old female not breathing, PD administered Narcan and began CPR.
- A 36-year-old male who suffered a sudden cardiac arrest; PD began CPR.

In both cases officers arrived within 2 minutes. They began the lifesaving efforts which made a significant and positive effect on outcome. Both patients discharged without deficit.

Reporting: Chief Ramirez

Incident Type Count Report

Date Range: From 9/1/2023 To 9/30/2023

Selected Station(s): All

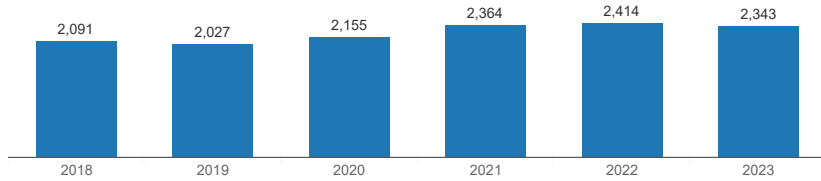
<u>Incident Type</u>	<u>Description</u>	<u>Count</u>	
Station:			
	Incident Type is blanks	57	22.71%
	Total - incident type left blank	57	100.00%
	Total for Station	57	22.71%
Station: 75			
	132 - Road freight or transport vehicle fire	1	0.40%
	143 - Grass fire	1	0.40%
	150 - Outside rubbish fire, other	2	0.80%
	1609 - Special outside fire, Unhoused Individual(s)	1	0.40%
	Total - Fires	5	5.81%
	321 - EMS call, excluding vehicle accident with injury	51	20.32%
	322 - Vehicle accident with injuries	7	2.79%
	324 - Motor vehicle accident with no injuries	2	0.80%
	Total - Rescue & Emergency Medical Service Incidents	60	69.77%
	5410 - Snake problem	1	0.40%
	550 - Public service assistance, other	3	1.20%
	553 - Public service	3	1.20%
	Total - Service Call	7	8.14%
	611 - Dispatched & cancelled en route	10	3.98%
	622 - No incident found on arrival at dispatch address	1	0.40%
	651 - Smoke scare, odor of smoke	1	0.40%
	Total - Good Intent Call	12	13.95%
	736 - CO detector activation due to malfunction	1	0.40%
	740 - Unintentional transmission of alarm, other	1	0.40%
	Total - Fals Alarm & False Call	2	2.33%
	Total for Station	86	34.26%
Station: 76			
	111 - Building fire	1	0.40%
	131 - Passenger vehicle fire	2	0.80%
	Total - Fires	3	2.80%
	321 - EMS call, excluding vehicle accident with injury	56	22.31%
	322 - Vehicle accident with injuries	5	1.99%
	324 - Motor vehicle accident with no injuries	4	1.59%
	Total - Rescue & Emergency Medical Service Incidents	65	60.75%
	400 - Hazardous condition, other	1	0.40%
	4630 - Vehicle accident, Non Injury	1	0.40%
	Total - Hazardous Conditions (No fire)	2	1.87%
	550 - Public service assistance, other	3	1.20%
	553 - Public service	2	0.80%
	554 - Assist invalid	2	0.80%

Incident

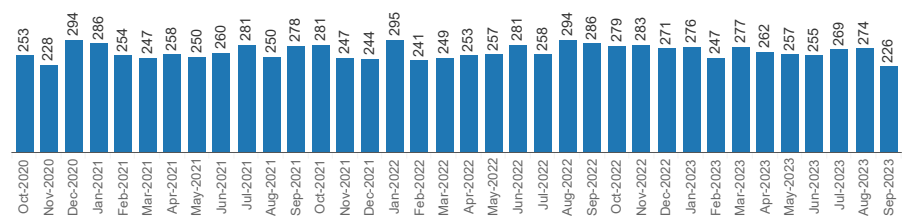
<u>Type</u>	<u>Description</u>	<u>Count</u>	
Station: 76 - (Continued)			
Total - Service Call		7	6.54%
600 - Good intent call, other		1	0.40%
611 - Dispatched & cancelled en route		16	6.37%
622 - No incident found on arrival at dispatch address		1	0.40%
651 - Smoke scare, odor of smoke		2	0.80%
Total - Good Intent Call		20	18.69%
733 - Smoke detector activation due to malfunction		1	0.40%
736 - CO detector activation due to malfunction		2	0.80%
740 - Unintentional transmission of alarm, other		2	0.80%
743 - Smoke detector activation, no fire - unintentional		1	0.40%
745 - Alarm system sounded, no fire - unintentional		4	1.59%
Total - Fals Alarm & False Call		10	9.35%
Total for Station		107	42.63%
Station: MA			
611 - Dispatched & cancelled en route		1	0.40%
Total - Good Intent Call		1	100.00%
Total for Station		1	0.40%
		251	100.00%

Rodeo Hercules - September 2023 - Incident Snapshot

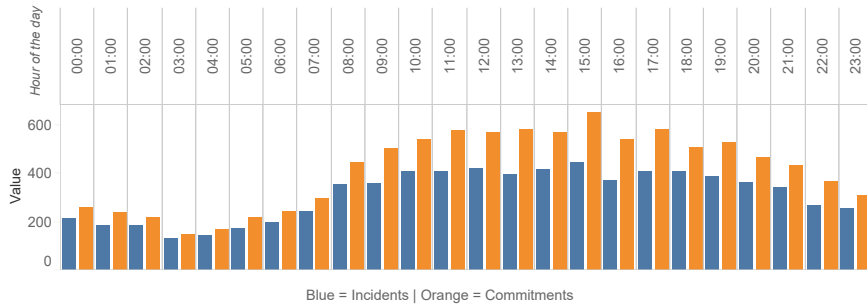
Number of Incidents Year to Date Year-Over-Year - January to September



Number of Incidents by Month (Last 36 Months)

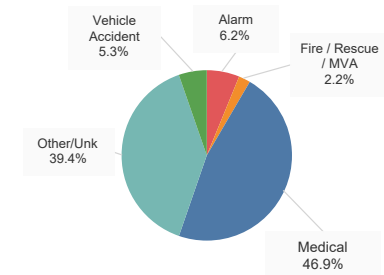


Number of Incidents and Number of Engine and Truck Commitments by Hour of Day Over 36 Months



Number of Incidents by Type - September 2023

Type	Incidents	% of Total
Alarm	14	6.2%
Fire / Rescue / MVA	5	2.2%
Medical	106	46.9%
Other/Unk	89	39.4%
Vehicle Accident	12	5.3%
Grand Total	226	100.0%



Average Times for Engines and Trucks Responding to Fire Emergencies in Rodeo Hercules When First On Scene – Last 12 Months Including September 2023

Duration	Benchmark	Compliance	Average	Count
Call Processing	00:01:30	54.8%	00:01:33	115
Turnout	00:01:50	49.5%	00:01:50	103
Travel			00:05:06	113
Total Response			00:08:19	115
Response	00:06:00	43.9%	00:06:49	114

Average Times for Engines and Trucks Responding to EMS Emergencies in Rodeo Hercules When First On Scene – Last 12 Months Including September 2023

Duration	Benchmark	Compliance	Average	Count
Call Processing	00:01:00	29.98%	00:01:37	1,084
Turnout	00:01:30	39.03%	00:01:45	1,007
Travel			00:04:22	1,083
Total Response			00:07:39	1,084
Response	00:05:40	42.07%	00:06:06	1,084

Mutual and Auto Aid for the Last 12 Months
Total Amount of Time Committed by Engines and Trucks from Rodeo Hercules to Other Agencies and From Those Agencies to Rodeo Hercules

Jurisdiction	Given	Received
CCCFPD	131:23:31	125:36:00
Crockett	38:31:06	48:15:53
El Cerrito	00:30:36	01:14:37
Richmond	04:52:41	00:31:38
Other	00:00:00	05:59:10
Grand Total	175:17:54	181:37:18



RODEO-HERCULES FIRE PROTECTION DISTRICT

1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547

(510) 799-4561 www.rhfd.org

October 2, 2023

Contra Costa County Board of Supervisors
1025 Escobar Street
Martinez, California 94553-1229

Re: Board of Supervisors Meeting of November __, 2023: Support of Measure X Funding Request from the Contra Costa County Fire Protection District

Dear Board of Supervisors:

The Rodeo-Hercules Fire Protection District is an all-risk fire agency, serving the communities of Rodeo and Hercules. Moreover, the Rodeo-Hercules Fire Protection District provides regional support in the form of automatic mutual aid agreements with the Contra Costa County Fire Protection District, the Crockett-Carquinez Fire Protection District, the Richmond Fire Department and El Cerrito Fire Department, in addition to providing fire and emergency assistance throughout the State of California through mutual aid. As the Chair and Vice-Chair of the Rodeo-Hercules Fire Protection District's Board of Directors, we strongly urge your support of the Fire Service proposal for Measure X funding. The projects for which the CCCFPD is seeking Measure X funding stand to benefit all of Contra Costa County:

- The request related to EBRCS radio infrastructure and station alerting is vital for public safety throughout the County. Effective, consistent, reliable communication is critical for firefighter safety and emergency response.
- The San Ramon Valley Communications/Emergency Operations Center will have the ability to back up all fire agencies in the County; having a seamless, fully redundant backup, support, and dispatch system is critical in the event of a disruption in the Con Fire dispatch system.
- The Con Fire training campus is beyond its capacity and can no longer support the training needs of other agencies; a South County Regional Training Center (SCRTC) would alleviate the pressure on the Con Fire facility and provide opportunities joint training of all neighboring agencies and joint fire academies, while keeping first responders in the County in the event of an emergency.

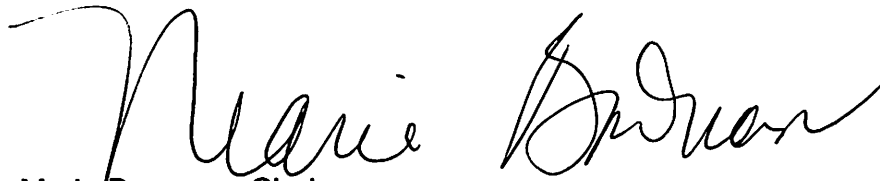
The ballot measure language stated that the intent of Measure X is "to keep Contra Costa's regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable

populations; and for other essential county services.” We strongly believe the use of Measure X funds for the projects/services listed above fulfills the intent of Measure X by enhancing the effectiveness and reliability of public safety services throughout the County, including the provision of emergency medical services to vulnerable populations that may not have other medical care options in times of need.

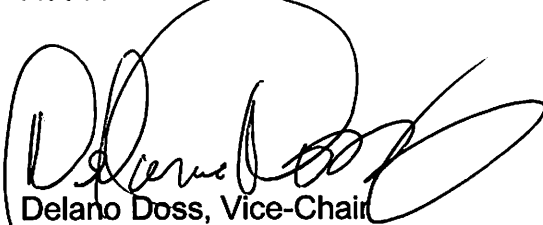
Again, on behalf of the Rodeo-Hercules Fire Protection District, we ask you to please support the CCCFPD proposal and our efforts to make Contra Costa County a safer place for all.

Thank you in advance for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Marie Bowman". The signature is fluid and cursive, with a large initial "M" and "B".

Marie Bowman, Chair
Rodeo-Hercules Fire Protection District Board of Directors

A handwritten signature in black ink, appearing to read "Delano Doss". The signature is cursive and somewhat stylized, with a large initial "D".

Delano Doss, Vice-Chair
Rodeo-Hercules Fire Protection District Board of Directors