

# CONTRA COSTA COUNTY

Administration Building | 1025 Escobar St., Martinez, CA



## AGENDA

**Tuesday, March 17, 2026**

**1:00 PM**

### **FIRE PROTECTION DISTRICT**

*Board of Directors*

*DIANE BURGIS, CHAIR*

*JOHN GIOIA*

*CANDACE ANDERSEN*

*KEN CARLSON, VICE CHAIR*

*SHANELLE SCALES-PRESTON*

*LEWIS BROSCHARD, FIRE CHIEF, (925) 941-3300*

*MONICA NINO, COUNTY ADMINISTRATOR AND CLERK OF THE  
BOARD OF SUPERVISORS, (925) 655-2075*

The public may attend the Board meeting in person and remotely via call-in or Zoom. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at [www.contracosta.ca.gov](http://www.contracosta.ca.gov). Meetings of the Board are closed-captioned in real time. For real time translation of the Board of Supervisors meeting, please go to the Wordly website: <https://attend.wordly.ai/join/UPPW-1508>.

Persons who wish to address the Board during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing 1 855-758-1310 access code: 81863939331. A caller should indicate they wish to speak on an agenda item by pushing "#2" on their phone. Persons who wish to address the Board in person should complete the form provided for that purpose. Access via Zoom is also available using the following link: <https://ccccounty-us.zoom.us/j/81863939331>. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. To provide contact information, please contact Clerk of the Board at [clerkoftheboard@cob.cccounty.us](mailto:clerkoftheboard@cob.cccounty.us) or call 925-655-2000. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the Board will continue the meeting in person without remote access.

Public comments generally will be limited to two minutes per speaker. In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items is 10 minutes. Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair. Staff reports related to open session items on the agenda are also accessible online at [www.contracosta.ca.gov](http://www.contracosta.ca.gov).

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

- 1. CONSIDER CONSENT ITEMS (Items listed as C.1 through C.13 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Director. Items removed from the Consent Calendar will be considered with the Discussion Items.**
  - 2. PRESENTATIONS**
    - PR.1 PRESENTATION honoring Chief Lewis Broschard on the occasion of his retirement. (Chair Burgis)
  - 3. DISCUSSION ITEMS**
    - D.1. CONSIDER terminating the Pension Obligation Bond Stabilization Fund and transferring the balance to the Contra Costa County Employee Retirement Association and the Fire District's Capital Construction Fund. (Lewis Broschard, Fire Chief)** **[26-1112](#)**
- Attachments:** [POB Stabilization Fund Presentation 3-17-26](#)

- D.2.** CONSIDER adopting Ordinance No. 2026-06, an ordinance authorizing the Contra Costa County Fire Protection District to increase its emergency ambulance service fees effective May 1, 2026. (Lewis Broschard, Fire Chief) [26-972](#)
- Attachments:** [CCCFPD Ambulance Services Fee Ordinance Effective 5.1.2026](#)
- D.3.** CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Lewis Broschard, Fire Chief) [26-1107](#)
- Attachments:** [Girls Empowerment Camp 2026 Flyer](#)  
[APOT Report March 2026](#)  
[Fire Chief Report - March 17, 2026](#)
- D.4 PUBLIC COMMENT (2 Minutes)
- 4. CONSENT ITEMS**
- C.1.** ADOPT Resolution No. 2026-79 approving a Side Letter with IAFF, Local 1230 and Contra Costa County Fire Protection District regarding the newly established classifications of Supervising Fire District Dispatchers (REHA and REHB). [RES 2026-79](#)
- Attachments:** [2026\\_0213\\_Supervising Fire District Dispatchers Side Letter 1230](#)
- C.2.** ADOPT FPD Resolution No. 2026-02 recognizing Fire Chief Lewis Broschard on his upcoming retirement from the Contra Costa County Fire Protection District, as recommended by Supervisor Burgis. [FPD-RES 2026-02](#)
- C.3.** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with US Digital Designs by Honeywell, for an amount not to exceed \$200,000 to purchase and upgrade fire station alerting systems hardware and software.(100% CCCFPD EMS Transport Fund) [26-965](#)
- C.4.** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with DroneSense, Inc., in an amount not to exceed \$25,000 to manage all maintenance records and provide video download capabilities for Unmanned Aerial Systems (UAS), for the period March 29, 2026 through March 28, 2027. (100% CCCFPD General Operating Fund) [26-966](#)
- C.5.** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a cooperative agreement with Dominican University of California to allow Sport Performance graduate students to complete internship hours with the Contra Costa County Fire Protection District in support of the Operations Division’s Mental Performance Program, for the period April 1, 2026 through March 31, 2031. (No fiscal impact) [26-967](#)
- C.6.** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with A&P Helicopters, in an amount not to exceed \$2,945,000 for aerial firefighting services during an approximately 180-day period commencing on or about May 1, 2026. (100% CCCFPD General Operating Fund) [26-1104](#)

- C.7.** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a purchase order with Apex Rents, Inc., in an amount not to exceed \$95,000, for the rental of one Cat 140M3 motor grader to maintain and resurface fire roads throughout the county for the period April 1, 2026 through March 31, 2027. (100% CCCFPD General Operating Fund)

[26-968](#)
- C.8.** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Master Software-as-a-Service (SaaS) Agreement with Fire Aside, Inc. in an amount not to exceed \$25,000 for a defensible space inspection and wildfire mitigation management platform, for an initial three-year term. (100% CCCFPD General Fund)

[26-969](#)
- C.9.** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with the Moraga-Orinda Fire Protection District, in an amount not to exceed \$500,000 for fuel mitigation and hazard abatement, effective March 1, 2026 through July 31, 2028. (100% Moraga-Orinda Funds)

[26-1105](#)
- C.10.** ACCEPT the 2025 Occupancy Inspection Compliance Report and adopting FPD Resolution No. 2026-04 acknowledging receipt of the report, pursuant California Health and Safety codes.

[FPD-RES  
2026-04](#)
- C.11.** ESTABLISH the Measure O Committee and APPROVE Measure O Committee composition, Bylaws, and Ethics Policy. (No Fiscal Impact)

**Attachments:** [Attachment A RHFPD Ordinance 2016-1](#)  
[Attachment B Measure O Committee Bylaws](#)  
[Attachment C Measure O Committee Ethics Policy](#)

[26-970](#)
- C.12.** DENY claim filed by Emalee McNally for Decedent Roin Flynn.

[26-971](#)
- C.13.** DECLARE as surplus, and AUTHORIZE the Fire Chief, or designee, to dispose of a Type 1 fire engine and APPROVE the donation of the fire engine to the Suisun City Department in Solano County. (No fiscal impact)

[26-1106](#)

**ADVISORY COMMISSION**

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, April 13, 2026 at 7:00 p.m. at their Administrative Office, 4005 Port Chicago Highway, Suite 250, Concord, CA 94520.

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

**GENERAL INFORMATION**

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Directors less than 96 hours prior to that meeting are available for public inspection at 1025 Escobar Street, First Floor, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board before the Board votes on the motion to adopt. Each member of the public will be allowed two minutes to comment on the entire consent agenda.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for public testimony. Each speaker during public testimony will be limited to two minutes. After public testimony, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Directors, 1025 Escobar Street, First Floor, Martinez, CA 94553 or to [clerkoftheboard@cob.cccounty.us](mailto:clerkoftheboard@cob.cccounty.us).

Time limits for public speakers may be adjusted at the discretion of the Chair.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 655-2000.

Anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda may contact the Office of the County Administrator or Office of the Clerk of the Board, 1025 Escobar Street, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 655-2000 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed: <https://contra-costa.legistar.com/Calendar.aspx>

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

Pursuant to Government Code section 84308 (the Levine Act), members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (except for contracts exempt from the Levine Act under Government Code section 84308(a)), franchises, discretionary land use permits and other entitlements, if the Board member received, within the previous 12 months, more than \$500 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$500 to a Board

member within the previous 12 months are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member, and may be made either in writing to the Clerk of the Board of Supervisors before the subject hearing or by verbal disclosure at the time of the hearing.

#### Glossary of Acronyms, Abbreviations, and other Terms

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. For a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings, please visit <https://www.contracosta.ca.gov/8464/Glossary-of-Agenda-Acronyms>.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

**File #:** 26-1112

**Agenda Date:** 3/17/2026

**Agenda #:** D.1.

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Termination of Pension Obligation Stabilization Fund

Recommendation of the County Administrator  Recommendation of Board Committee

### RECOMMENDATIONS:

CONSIDER terminating the Pension Obligation Stabilization Fund and transferring the balance to the Contra Costa County Employee Retirement Association and the Fire District's Capital Construction Fund.

DIRECT the County Treasurer and Auditor-Controller to take the necessary steps to terminate the Fire District Pension Obligation Bond Stabilization Fund (Fund 202400); transfer \$17,000,000 to the Contra Costa County Employee Retirement Association as excess contributions prior to July 31, 2026; and transfer the remaining balance of \$10,381,809.94 to the Fire District's Capital Construction Fund (Fund 202500).

### FISCAL IMPACT:

This action will terminate a reserve fund of \$27.4 million that is no longer required to be maintained and transfer the balance to support the construction of new fire stations and to provide additional funds to the CCCERA pension system. Net interest accrued on the excess contributions in the District's CCCERA account will be positive for the Fire District. The fund was originally established from Fire District operational funds in 2005. (General Fund)

### BACKGROUND:

The District's Pension Obligation Bonds were fully paid off in 2024. A Pension Obligation Bond Stabilization Fund (POB Stabilization Fund) was required to be maintained while the bonds were active. As a result of the bonds being paid off, the retention of a dedicated POB Stabilization Fund is no longer necessary. There is a balance of \$27,381,809.94 in the POB Stabilization Fund. As the POB Stabilization Fund is no longer required, the funds in that fund can be directed for other uses as approved by this Board.

The District can contribute funds into its CCCERA pension account in the form of excess normal contributions that will act as an internal reserve fund within the District's pension account and earn interest at CCCERA's guaranteed, annualized fixed rate of return of 6.75%. These excess contributions must be transferred to CCCERA prior to July 31, 2026 in order to qualify for the interest credit. The funds can be used for any pension related expense within the District's CCCERA account, but cannot be moved out of the CCCERA pension system, and therefore would be restricted to assist the District in pension related expenses only. These

funds can be used to offset any unanticipated increase in pension costs that may occur in the future, transferred within CCCERA to pay down unfunded liability at future date, and act as an internal stabilization or reserve fund for the District's pension account.

The District is in the process of planning and constructing several new fire stations to support our communities with expanded service or to replace aging infrastructure. The costs of construction have increased over the past few years and additional funds to support the current, and future, projects will help to ensure the District's ability to complete these projects with dedicated capital construction funds.

The Fire Chief recommends the termination of the POB Stabilization Fund (Fund 202400) and the transfer of \$17,000,000 as excess normal contributions to the Fire District's CCCERA pension account and the transfer of the remaining POB Stabilization Fund balance of \$10,381,809.94 to the Fire District's Capital Construction Fund (Fund 202500). It is important to note the funds must be transferred to CCCERA prior to July 31, 2026 in order to be eligible for the annual interest credit of 6.75%.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the Board chooses not to terminate the POB Stabilization Fund and transfer the balance, that fund will remain in place and the District will not be in a position to strengthen its CCCERA pension funding or increase funding support for new fire station construction using the available POB Stabilization funds.



CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT  
FIRE • RESCUE • EMS

# Pension Obligation Bond Stabilization Fund Termination

## Overview and History of the Fund

### Pension Obligation Bonds issued in 2005 and paid off in 2024

#### The POB Stabilization Fund was established to:

- Pay principal and interest when insufficient funds are on deposit with the trustee
- Pay increased pension funding costs
- Pay reserve replenishment costs
- Pay for any other lawful purpose upon unanimous vote of the board of directors

#### The District funded the POB Stabilization Fund annually with a transfer of \$2.6M from the General Operating Fund\*

- \*There was a period of time, during the great recession, where these transfers were paused

#### The Fund is no longer needed as the underlying bonds have been paid off

## **Current Balance and Proposed Use of Funds**

**Current balance \$27,381,809.94 (no interest accrues on this fund)**

### **RECOMMENDATIONS**

- 1. Direct the Treasurer and Auditor-Controller to take the necessary steps to terminate the fund and transfer the balance**
- 2. Transfer \$17,000,000 as excess contributions to the Contra Costa County Employee Retirement Association (CCCERA)**
- 3. Transfer \$10,381,809.94 to the District's Capital Construction Fund**

## Rationale for the Termination and Transfer of Funds

The POB Stabilization Fund no longer serves its intended purpose

### Transfer to CCCERA Account

- The funds held at CCCERA would accrue interest beginning July 1, 2026 (6.75%)
- Provides internal pension stabilization fund for future CCCERA payment needs
- Funds may be used for any future CCCERA related payment
- Funds may not be withdrawn from CCCERA and the transfer is irrevocable

## Rationale for the Termination and Transfer of Funds

### Transfer to District Capital Construction Fund

- Funds are used to pay for fire station design and construction
- Opportunity to use POB Stabilization Funds that are no longer needed to support current fire station construction costs
  - Fire Station 90 (Brentwood)
  - Fire Station 9 replacement (Pacheco)
- Future funds will need to be contemplated from the District's General Fund balance to support other projects
  - Fire Station 17 replacement (Lafayette)
  - Fire Station 1 replacement (Walnut Creek)
  - Fire Station 6 replacement (Concord)

# **QUESTIONS**



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** 26-972

**Agenda Date:** 3/17/2026

**Agenda #:** D.2.

---

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Public Hearing - Emergency ambulance service fees

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

- A. OPEN the public hearing on Ordinance No. 2026-06, an ordinance authorizing the Contra Costa County Fire Protection District to increase its emergency ambulance service fees effective May 1, 2026.
- B. RECEIVE testimony and CLOSE the public hearing.
- C. ADOPT Ordinance No. 2026-06.

### FISCAL IMPACT:

This ordinance will allow the Contra Costa County Fire Protection District to recover the increased costs associated with the provision of emergency ambulance services in Emergency Response Areas (ERAs) 1, 2, and 5 within Contra Costa County beginning May 1, 2026.

### BACKGROUND:

The Emergency Ambulance Services contract between Contra Costa County and the Contra Costa County Fire Protection District (“District”) establishes the rates the District is authorized to charge for providing emergency ambulance services (the “Ambulance Contract”).

The District currently charges Emergency Ambulance Services patients the following amounts: Emergency Ambulance Response Base Rate of \$3,202.30; a Mileage Rate of \$77.40 for each mile traveled with a loaded patient; an Oxygen Administration Charge of \$268.43; and \$686.66 for Treat and Refused Transport. The District is not authorized to charge more or less than the rates specified in the Ambulance Contract. The current rates became effective May 1, 2025.

Ambulance system costs include, but are not limited to, payments to the District’s subcontractor American Medical Response West (“AMR”), billing service provider payments, acquisition of ambulance vehicles and equipment, dispatcher wages and benefits, administrative wages and benefits, system software and hardware upgrades, consulting fees, banking fees, and other costs. The largest cost driver in the ambulance system is payments to AMR. These payments to AMR account for over 80% of system costs.

The Emergency Ambulance Services contract between the District and AMR (the “Ambulance Subcontract”) establishes the hourly ambulance unit rates the District pays AMR for providing emergency ambulance services. The Ambulance Subcontract requires the hourly rates paid by the District to AMR to increase annually. Beginning May 1, 2021, and on each May 1 thereafter, the unit hours rates will increase will by the greater of (i) the percentage increase in CPI, or (ii) three percent (3%).

Factors that impact transport collections include transport volume, services provided (e.g., mileage and oxygen), payer mix, payment caps, and potential changes to the Affordable Care Act and other relevant legislation. Commercial payers will mainly pay the increased rates, while factors such as payment caps for Medicare and Medi-Cal will limit the transport collection for those payers. Therefore, in order for the AMR ambulance unit hour rate increase to be cost neutral, the rates charged by the District for ambulance service must increase by an amount greater than the CPI.

The Ambulance Contract requires the Contra Costa County EMS Agency to approve annual increases to the Service Rate Schedule when requested by the District. Effective May 12, 2020, the Ambulance Contract allows for the preceding year’s rates to be increased annually by the greater of five percent (5%), or the average CPI for the most recent and available three-year period, divided by the following: the average dollar amount received by the District from non-public payers for the most recent three-year billing period (excluding billings that are less than six months old) divided by the average dollar amount received by the District from all payers for the most recent three-year billing period (excluding billings that are less than six months old), provided that no such increase shall exceed nine percent (9%). Based on these provisions, the requested increase for 2026 is 4.80%.

Applying a four point eight zero percent (4.80%) increase to the Service Rate Schedule results in the following rates: Emergency Ambulance Response Base Rate of \$3,356.01; Mileage Rate of \$81.12 for each mile traveled with a loaded patient; Oxygen Administration Charge of \$281.31; and, a Treat and Refused Transport fee of \$719.62.

If approved by the District Board of Directors, these rates will go into effect on May 1, 2026.

**CONSEQUENCE OF NEGATIVE ACTION:**

If Ordinance No. 2026-06 is not adopted, the District will not be able to recover the increased costs of providing emergency ambulance services under its contract with the County and AMR.

**ORDINANCE NO. 2026-06**  
(Uncodified)

COST RECOVERY ORDINANCE FOR EMERGENCY AMBULANCE SERVICES

The Contra Costa County Board of Supervisors, as and constituting the Board of Directors of the Contra Costa County Fire Protection District, ordains as follows:

**SECTION I. Authority.** This ordinance is enacted pursuant to Health and Safety Code sections 13910 through 13919.

**SECTION II. Findings and Purpose.**

- A. Effective January 1, 2016, the Contra Costa County Fire Protection District (the “District”) began providing Emergency Ambulance Services in Emergency Response Areas 1, 2 and 5 of Contra Costa County (the “Service Area”) pursuant to the Emergency Ambulance Services contract (the “Ambulance Contract”), between Contra Costa County (the “County”) and the District.
- B. Under the Ambulance Contract, the District is required to employ all resources necessary to continuously provide Emergency Ambulance Services to persons in the Service Area 24 hours a day, every day, when requested by an emergency medical dispatch center.
- C. The District does not possess the infrastructure or personnel necessary to directly perform the Emergency Ambulance Services required under the Ambulance Contract. American Medical Response West (the “Ambulance Services Subcontractor”) provides Emergency Ambulance Services in the Service Area on the District’s behalf under a subcontract with the District (the “Ambulance Subcontract”).
- D. The District responds to a high volume of calls for Emergency Ambulance Services through its Ambulance Services Subcontractor, which deploys personnel to incidents and provides Emergency Ambulance Services treatment and transport to persons at those incidents.
- E. The Ambulance Contract sets the rates the District is authorized to charge for providing Emergency Ambulance Services. The District currently charges Emergency Ambulance Services patients the following amounts: (1) an Emergency Ambulance Response base rate of \$3,202.30; (2) a mileage rate (for each mile traveled with a loaded patient) of \$77.40 per mile; (3) an oxygen administration charge of \$268.43; and (4) a treat and refused transport charge (if applicable) of \$686.66.
- F. The Ambulance Contract requires the County, when requested by the District, to increase the previous rates by the greater of (i) and (ii):
  - (i) A percentage calculated as follows: The average Consumer Price Index, All Urban Consumers for Medical Care (U.S. city average) (1982-84=100) (“Medical CPI”) for the most recent and available three-year period, divided by the following: the average dollar amount received by the District from non-public payers for the most recent three-year billing period (excluding billings that are less than six (6) months old) divided by the

average dollar amount received by the District from all payers for the most recent three-year billing period (excluding billings that are less than six (6) months old). For example purposes only, if the average CPI for the most recent three-year period is 3%, and the average amount the District received from non-public payers for the most recent three-year period (excluding billings that are less than six (6) months old) is \$27,000,00, and the average dollar amount received by the District from all payers for the most recent three-year period (excluding billings that are less than six (6) months old) is \$47,000,000, then the percentage would be 5.22%, calculated as follows:  $.03/(\$27,000,000/\$47,000,000)$ .

- (ii) Five percent (5%),

Notwithstanding the foregoing, in no event shall the maximum increase exceed nine percent (9%).

- G. The Ambulance Subcontract requires the hourly rates paid by the District to the Ambulance Services Subcontractor to increase annually by the greater of (i) the percentage increase in CPI, and (ii) three percent (3%).
- H. Based on the provisions set forth in Sections F and G above, the requested increase for 2026 is 4.80%, and the new rates will be: Emergency Ambulance Response Base Rate of \$3,356.01; Mileage Rate of \$81.12 for each mile traveled with a loaded patient; Oxygen Administration Charge of \$281.31; and, a Treat and Refused Transport fee of \$719.62
- I. The District has reasonably calculated its costs of providing Emergency Ambulance Services to persons at an incident. These costs include the District's costs of its Ambulance Services Subcontractor, the costs of its billing and collections subcontractor, and the cost of District staff to provide Emergency Ambulance Services on a per-patient basis. The Emergency Ambulance Services fees established by this ordinance are calculated based on the District's actual costs of providing Emergency Ambulance Services on a per-patient basis.

**SECTION III. Definitions.** For purposes of this ordinance, the following terms have the following meanings:

- (a) "ALS" means advanced life support emergency medical services designed to provide definitive prehospital emergency medical care that are administered by authorized personnel (i) under the direct supervision of a facility designated by Contra Costa County Emergency Medical Services Agency ("CCCEMSA") pursuant to Health and Safety Code section 1798.100, or (ii) by utilizing approved prehospital treatment protocols or standing orders as part of the County EMS system, and which are administered at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital. ALS may include, without limitation, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures.

- (b) “BLS” means basic life support emergency medical services including, but not limited to, emergency first aid and cardiopulmonary resuscitation medical care procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting proper application of cardiopulmonary resuscitation to maintain life without invasive techniques, unless authorized by state law or regulation, until the victim may be transported or until ALS medical care is available.
- (c) “Emergency Ambulance Services” means emergency ambulance services involving the administration of ALS, BLS, or critical care transport, provided in response to 911 calls and/or requests for emergency medical services through a public safety agency where 911 calls are first received for a particular jurisdiction, or prehospital emergency calls received directly by the District.

#### **SECTION IV. Emergency Ambulance Services Fees.**

- (a) The Emergency Ambulance Services fees to recover the District’s actual costs of providing Emergency Ambulance Services to each patient are established in the amount specified in Exhibit A attached hereto and incorporated herein.
- (b) The Emergency Ambulance Services fees shall be charged to each person who receives District Emergency Ambulance Services during a single incident.
- (c) The District Board of Directors (the “Board”) may adjust the amount of the Emergency Ambulance Services fees established by this ordinance pursuant to Health and Safety Code section 13916.

#### **SECTION V. Fee Collection.**

- (a) If the District provides Emergency Ambulance Services to a person through its Ambulance Services Subcontractor, the Fire Chief, or designee, including the District’s Emergency Ambulance Services billing subcontractor, will send an invoice seeking payment of the Emergency Ambulance Services fees to the person, and to the insurance company that provides medical insurance coverage for the person (the “Insurer”) if the person or his or her representative has identified to the District or to its Ambulance Services Subcontractor the Insurer to which the invoice should be sent.
- (b) The Fire Chief, or designee, has approved and adopted policies and procedures for invoicing, billing, and receiving payments for each Emergency Ambulance Services fee charged under this ordinance. The policies and procedures include a process to discharge from accountability accounts that are not collectible.

**SECTION VI. No Effect on Emergency Ambulance Services.** This ordinance neither expands nor limits Emergency Ambulance Services. Nothing in this ordinance relieves the District from providing Emergency Ambulance Services. Emergency Ambulance Services will continue to be provided without regard to whether a person is insured by an Insurer, and without regard to whether a person has the ability to pay the Emergency Ambulance Services fees.

**SECTION VII. No Waiver of Other Means of Cost Recovery.** This ordinance does not preclude the District from recovering its Emergency Ambulance Services costs in any other manner authorized by law.

**SECTION VIII. Severability.** If any fee or provision of this ordinance is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each remaining part of this ordinance irrespective of any such invalidity.

**SECTION IX. Effective Date.** This ordinance becomes effective on May 1, 2026. Within 15 days after its passage, this ordinance shall be published once with the names of the directors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: MONICA NINO,  
Clerk of the Board of Supervisors  
and County Administrator

\_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
Deputy

[SEAL]

Exhibit A

**Emergency Ambulance Services Fee Calculation**

For each Emergency Ambulance Service call, District shall charge the patient the Emergency Ambulance Response Base Rate, plus mileage costs at the Mileage Rate. If oxygen is administered to a patient, District shall charge the patient the Oxygen Administration Charge, whether transported or not. If a patient is treated and refuses transport, District shall charge the Treat and Refused Transport rate.

- 1. Emergency Ambulance Response Base Rate..... \$3,356.01
- 2. Mileage Rate (for each mile traveled with a loaded patient) ..... \$81.12
- 3. Oxygen Administration Charge ..... \$281.31
- 4. Treat and Refused Transport ..... \$719.62



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** 26-1107

**Agenda Date:** 3/17/2026

**Agenda #:** D.3.

---

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Fire Chief's Report - March 17, 2026

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

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

### FISCAL IMPACT:

No fiscal impact.

### BACKGROUND:

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

### CONSEQUENCE OF NEGATIVE ACTION:

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

# GIRLS EMPOWERMENT CAMP

MAY 2-3, 2026



CONTRA COSTA COUNTY FIRE  
PROTECTION DISTRICT

TRAINING DIVISION  
2945 TREAT BLVD. CONCORD



- HANDS-ON TRAINING WITH FIREFIGHTING TOOLS AND EQUIPMENT



- 360-DEGREE EXPOSURE TO PUBLIC SAFETY CAREER OPTIONS
- CPR/AED TRAINING



- TEENAGERS BETWEEN THE AGES OF 14-18 YEARS OLD
- FREE 2 DAY CAMP!

In Partnership  
With



INDUSTRIAL EMERGENCY COUNCIL  
Emergency Response Training



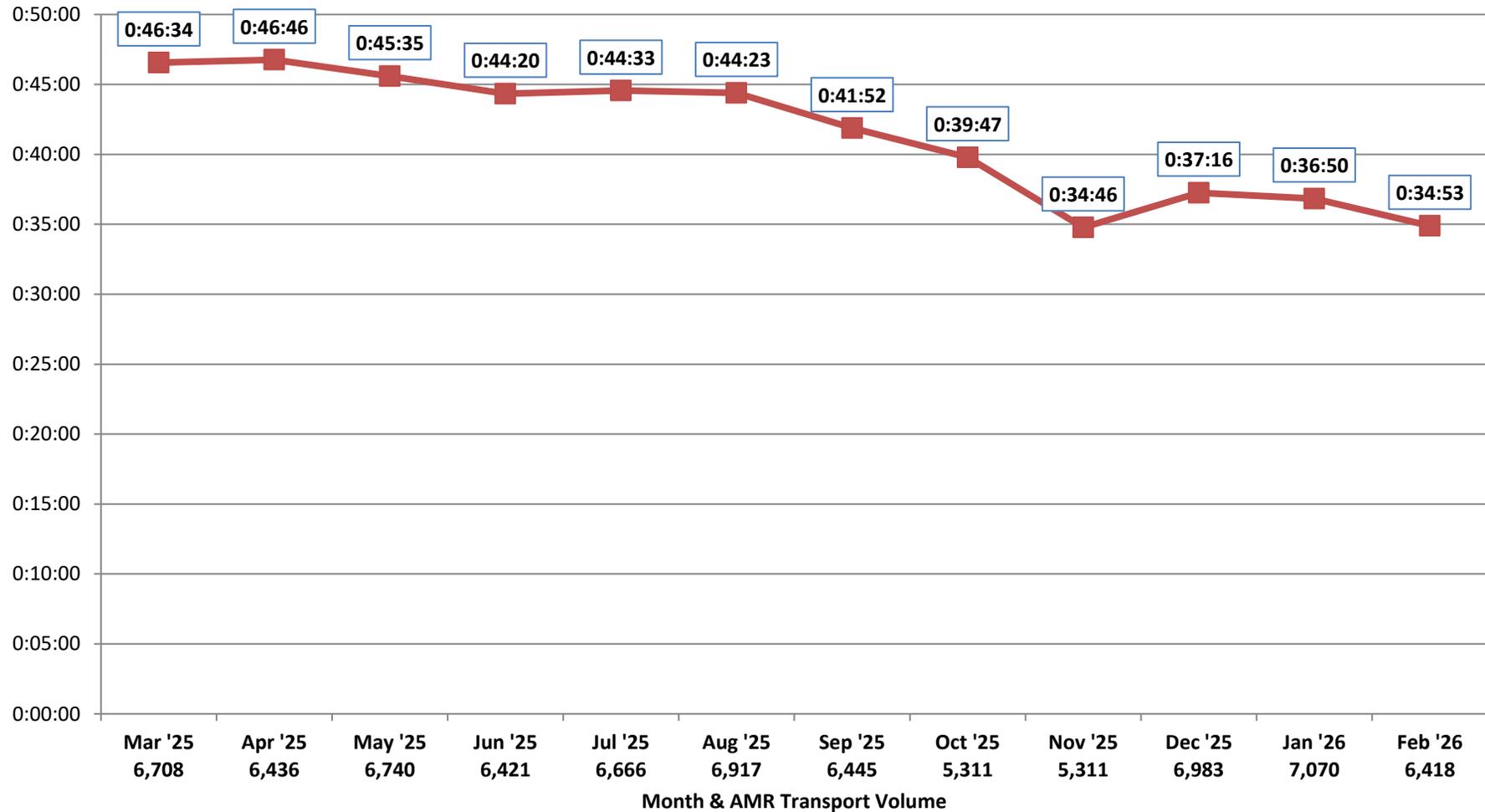
CLICK HERE  
FOR MORE INFO.  
OR SCAN THE  
QR CODE





## Patient Transfer of Care Times by Facility 90th PERCENTILE OF ALL FACILITIES

March 2025 - February 2026  
78,677 Transports (6,556 per Month)  
Source: AMR MEDS (ePCR Database)



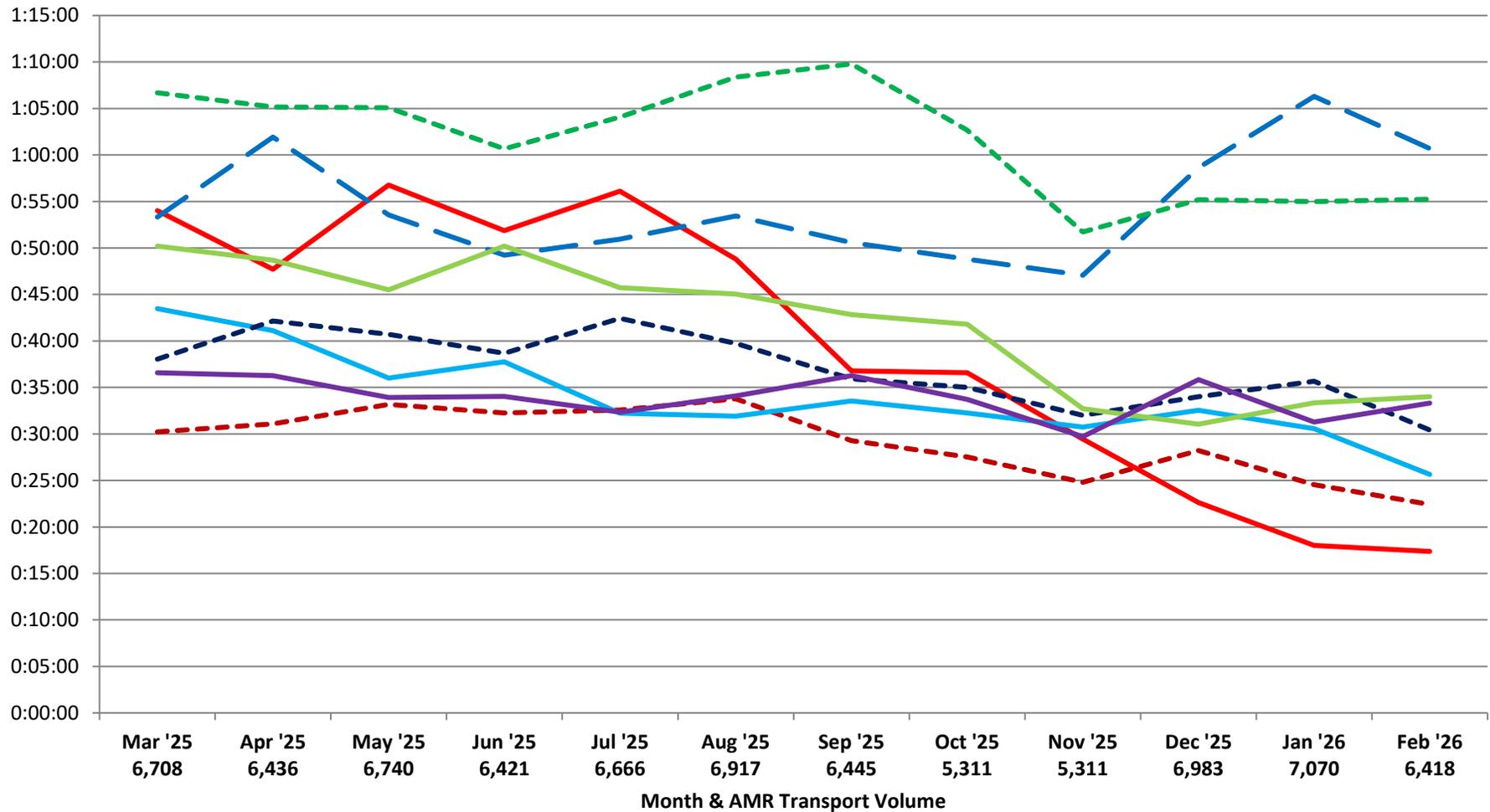


# Patient Transfer of Care Times by Facility (90th Percentile)

March 2025 - February 2026

Source: AMR MEDS (ePCR Database)

- - - John Muir - Concord
- John Muir - Walnut Creek
- Kaiser Hospital - Antioch
- Kaiser Hospital - Richmond
- - - Kaiser Hospital - Walnut Creek
- Contra Costa Regional Medical Center
- Sutter Delta Medical Center
- - - PES - Contra Costa Regional Medical Center





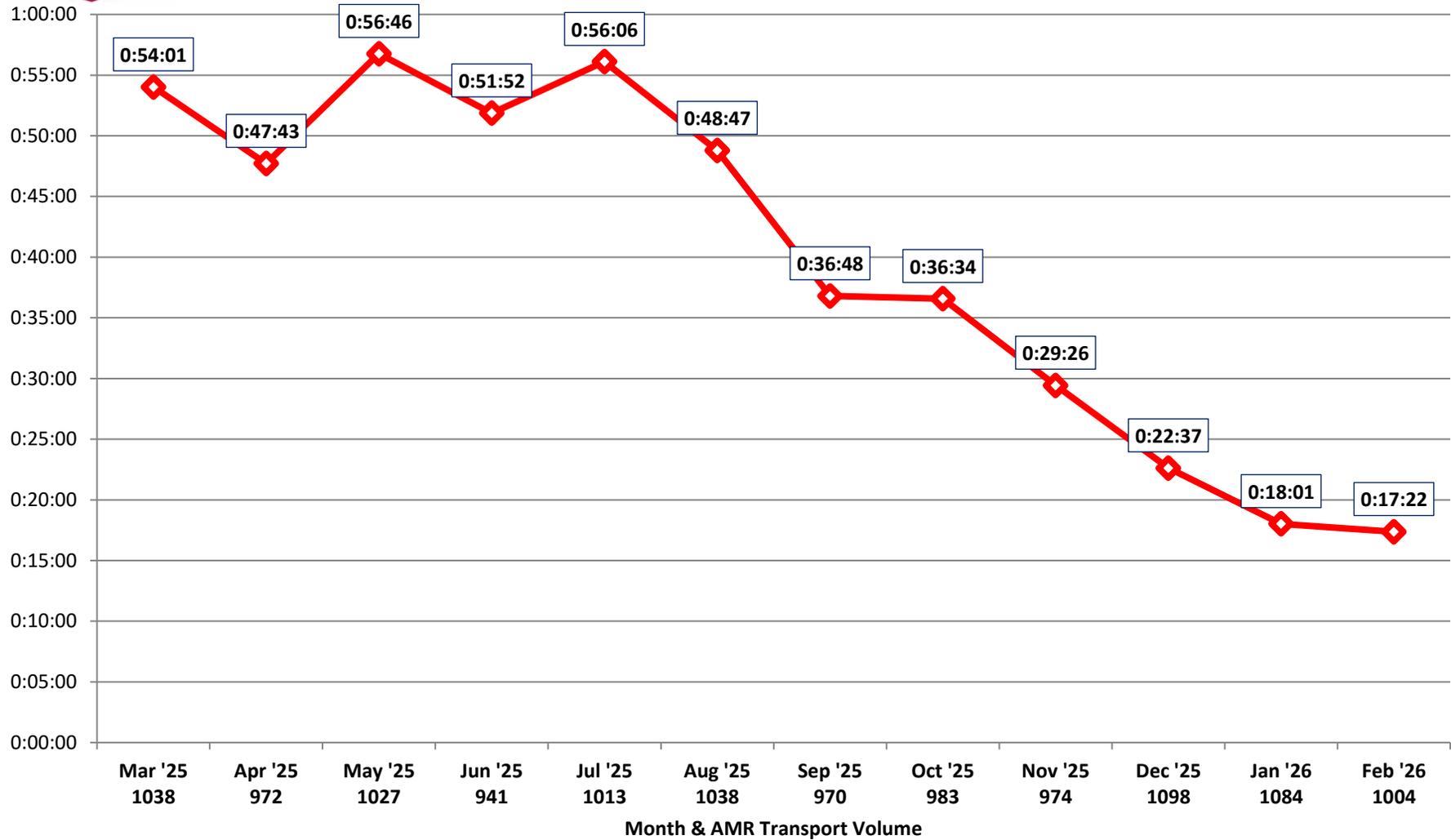
## Patient Transfer of Care Times by Facility (90th Percentile)

### John Muir - Walnut Creek

March 2025 - February 2026

12,142 Total Transports (1012 per Month)

Source: AMR MEDS (ePCR Database)





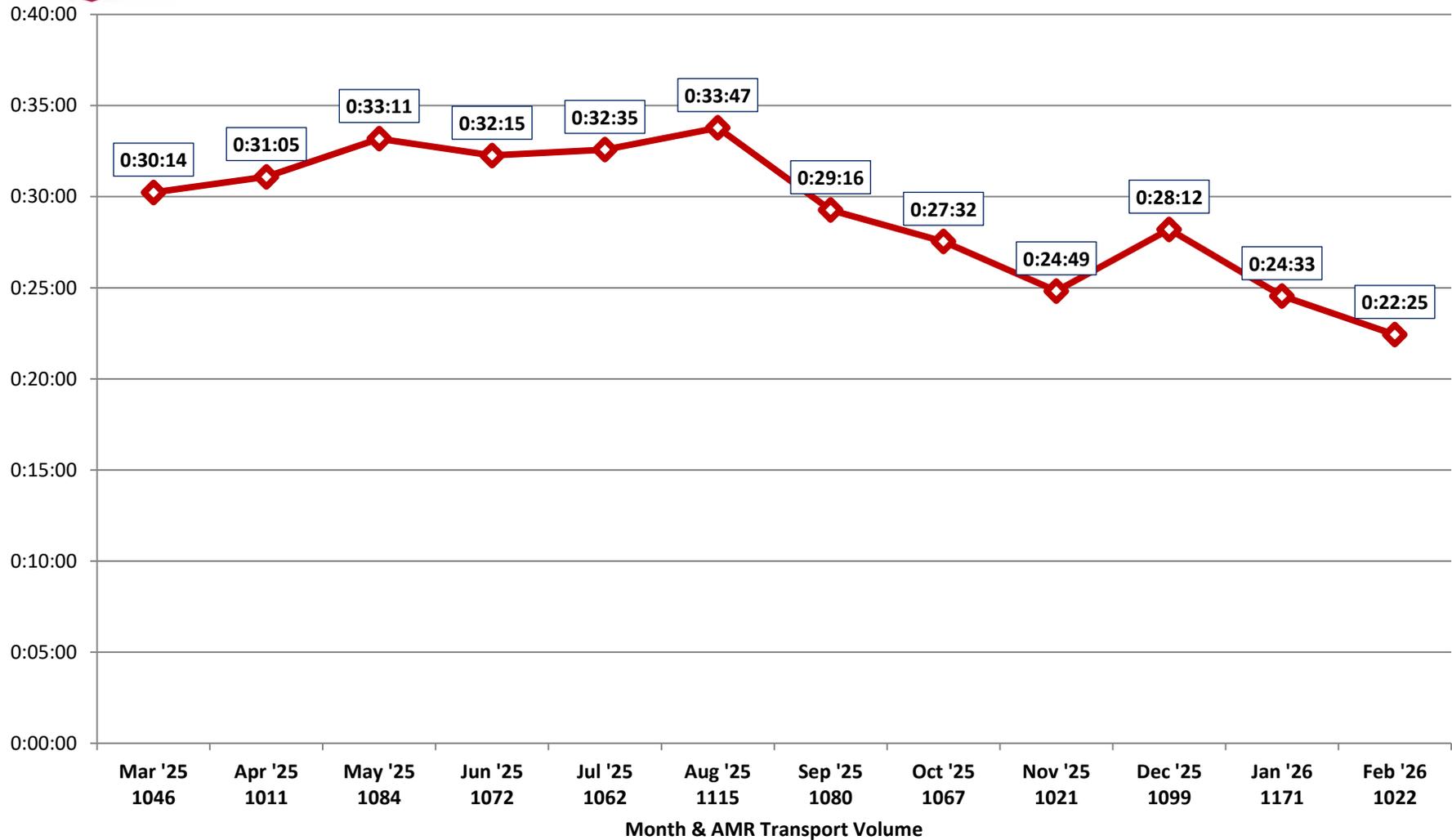
## Patient Transfer of Care Times by Facility (90th Percentile)

### John Muir - Concord

March 2025 - February 2026

12,850 Total Transports (1071 per Month)

Source: AMR MEDS (ePCR Database)





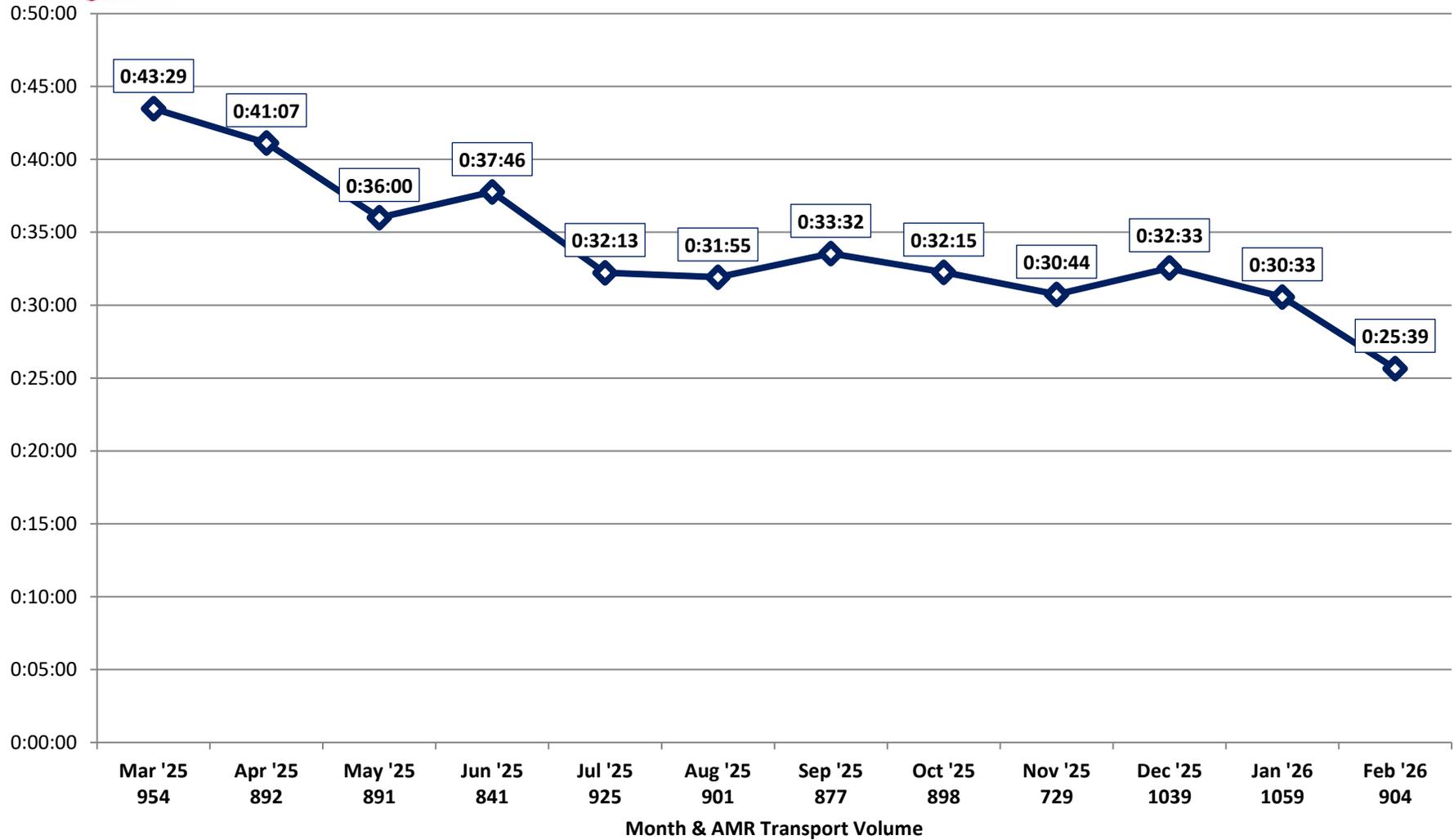
# Patient Transfer of Care Times by Facility (90th Percentile)

## Kaiser - Antioch

March 2025 - February 2026

10,910 Total Transports (909 per Month)

Source: AMR MEDS (ePCR Database)





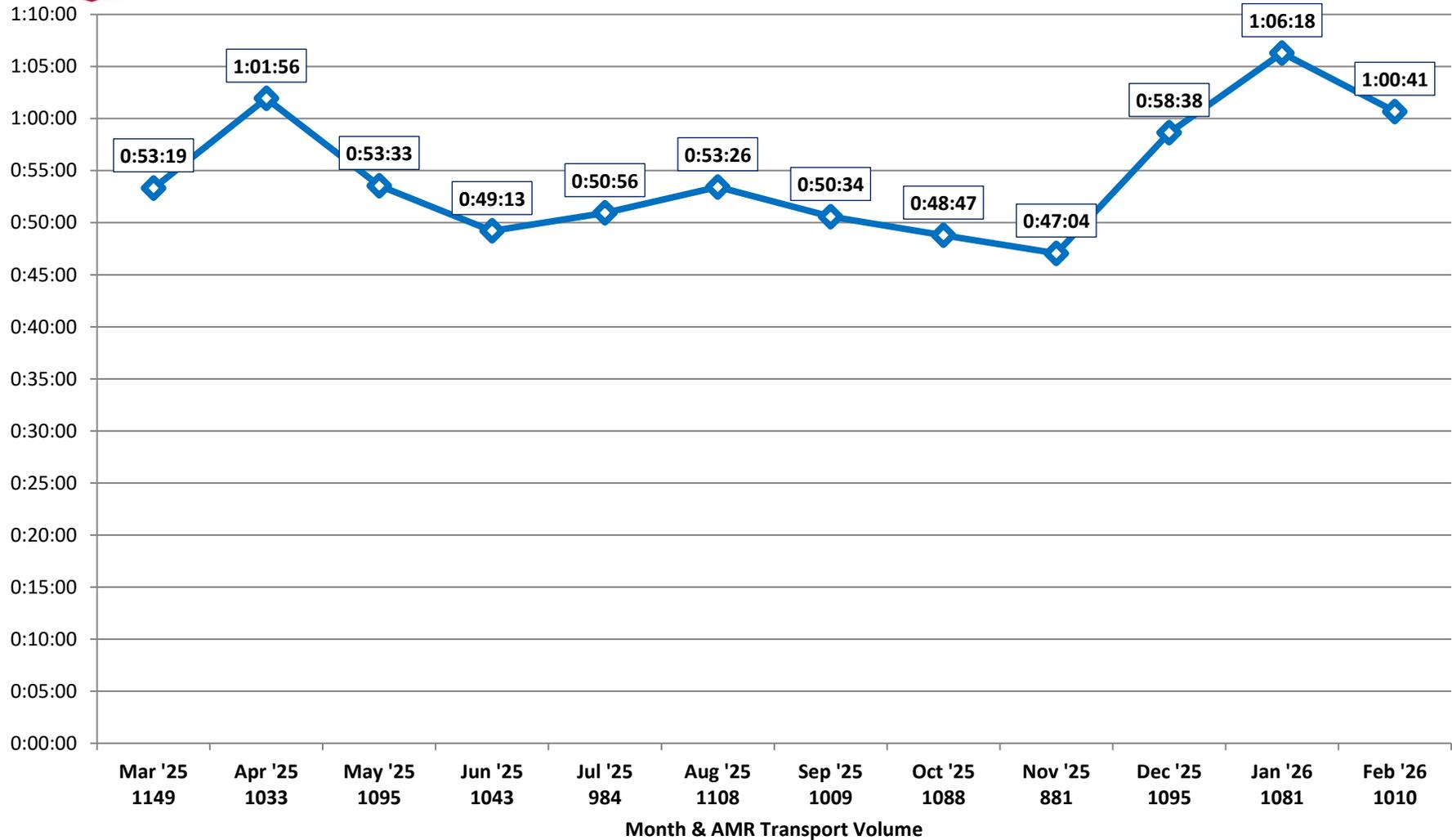
## Patient Transfer of Care Times by Facility (90th Percentile)

### Kaiser - Richmond

March 2025 - February 2026

12,576 Total Transports (1,048 per Month)

Source: AMR MEDS (ePCR Database)





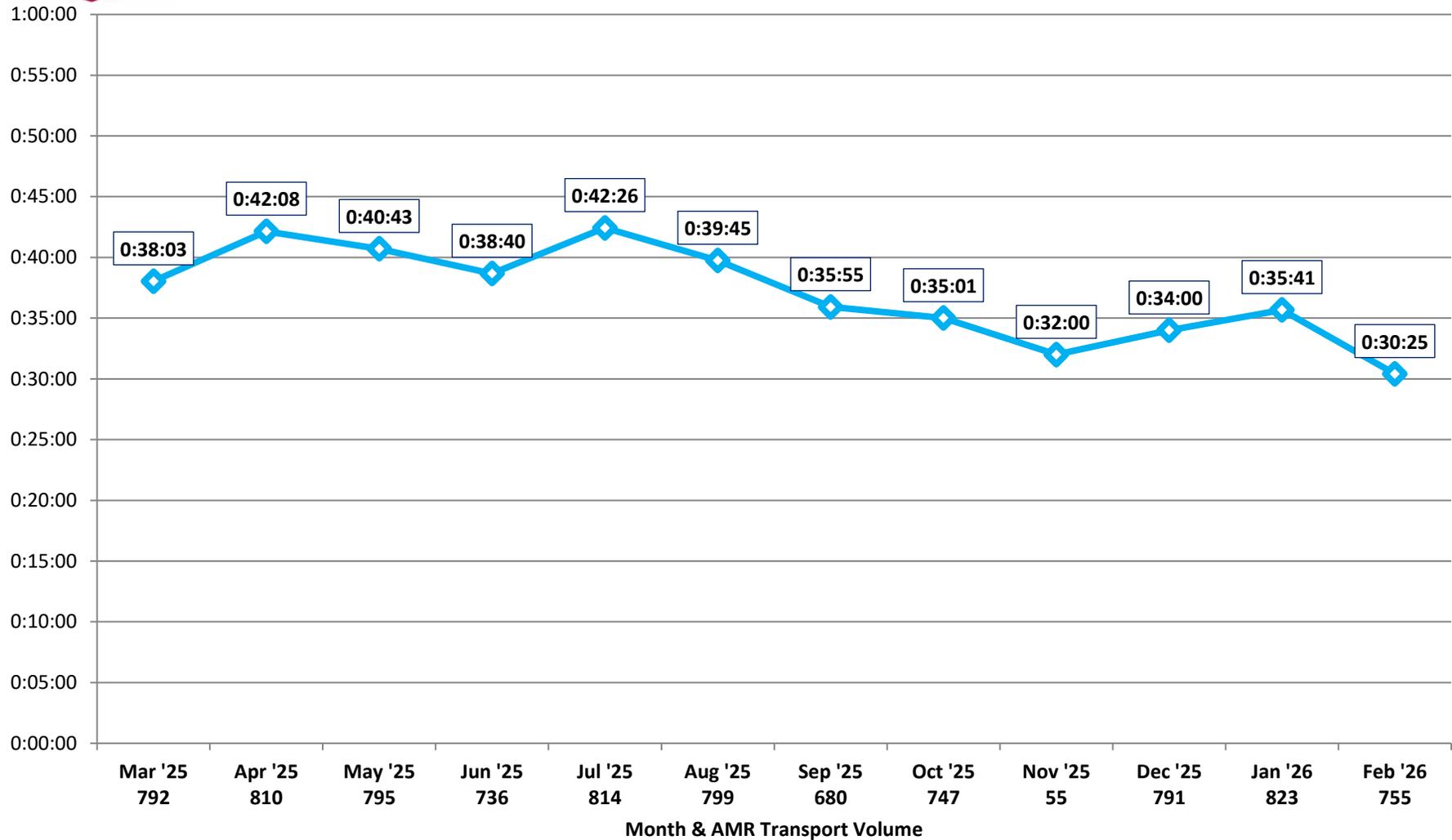
## Patient Transfer of Care Times by Facility (90th Percentile)

### Kaiser - Walnut Creek

March 2025 - February 2026

8,597 Total Transports (716 per Month)

Source: AMR MEDS (ePCR Database)





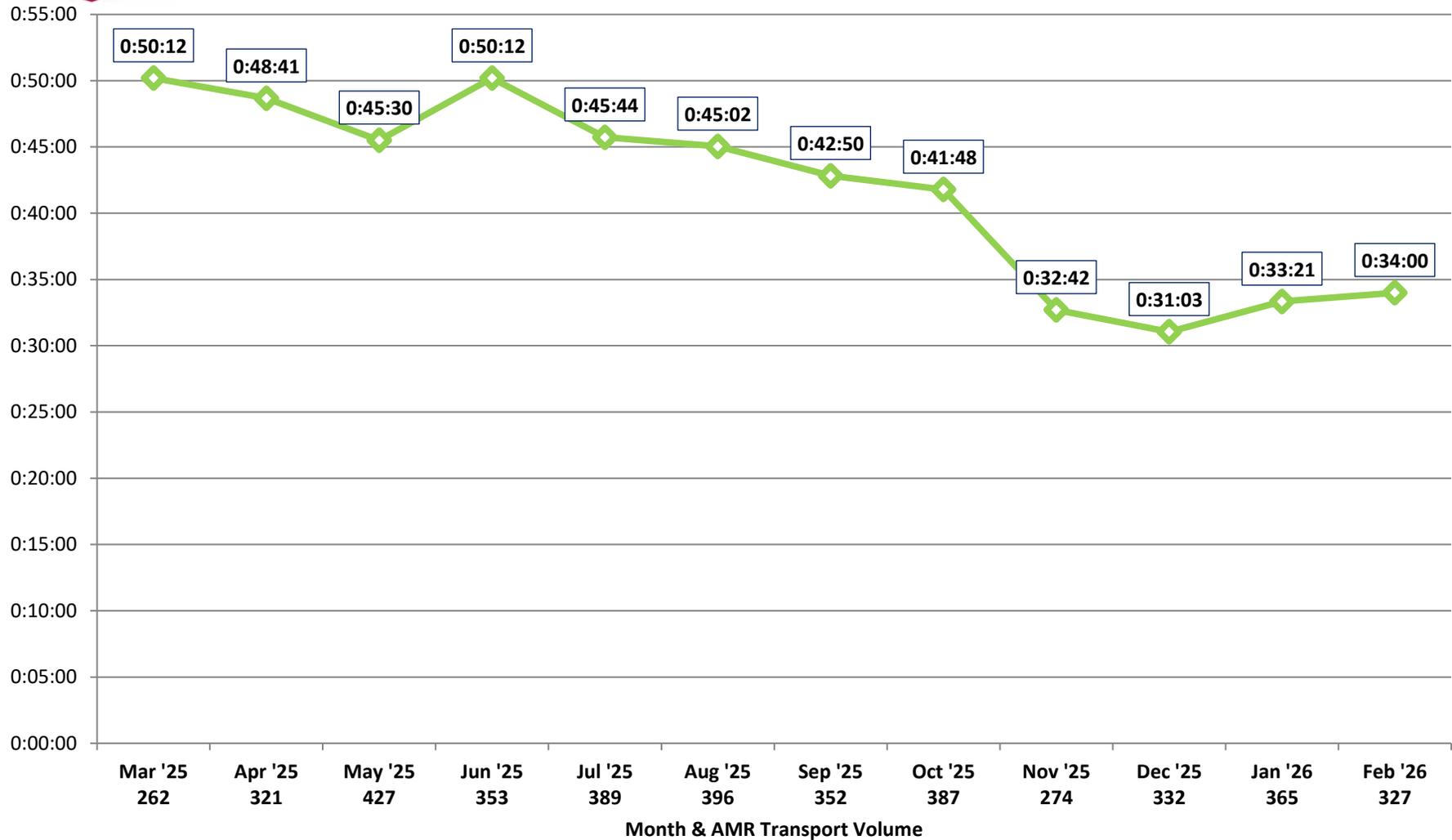
## Patient Transfer of Care Times by Facility (90th Percentile)

### Contra Costa Regional Medical Center

March 2025 - February 2026

4,185 Total Transports (349 per Month)

Source: AMR MEDS (ePCR Database)





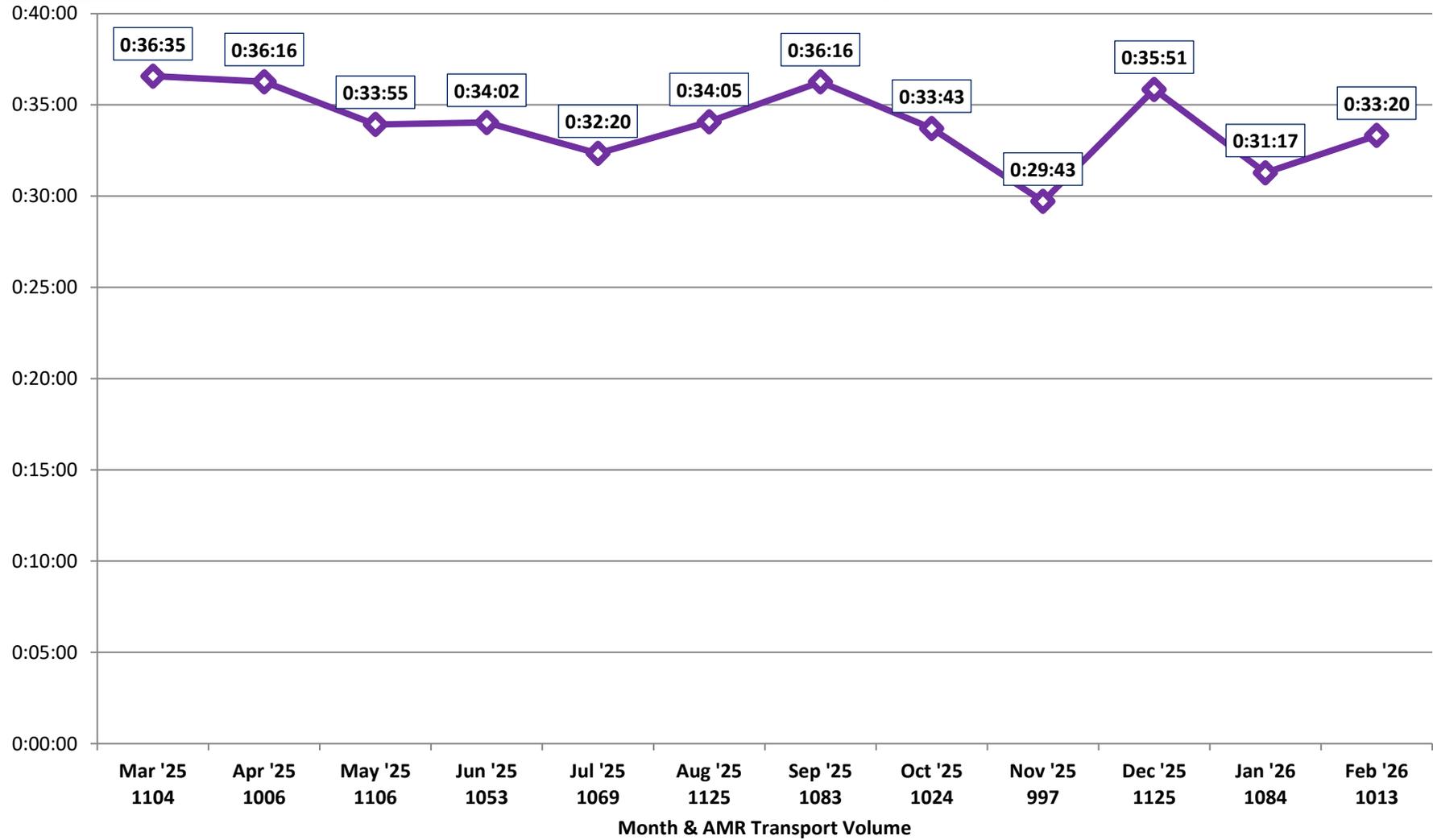
## Patient Transfer of Care Times by Facility (90th Percentile)

### Sutter Delta Medical Center

March 2025 - February 2026

12,789 Total Transports (1066 per Month)

Source: AMR MEDS (ePCR Database)





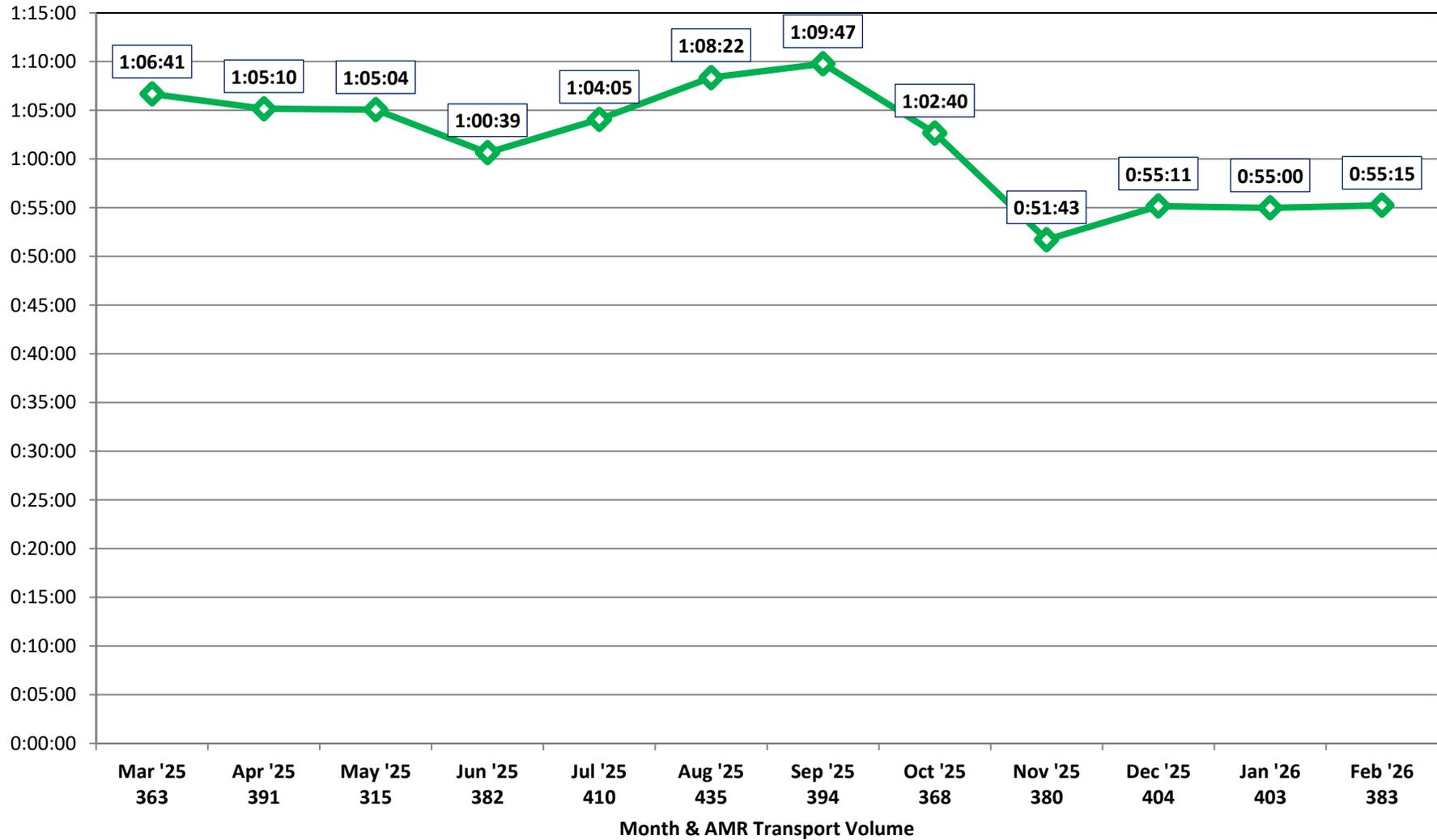
## Patient Transfer of Care Times by Facility (90th Percentile)

### CCRMC - PES

March 2025 - February 2026

4,628 Total Transports (386 per Month)

Source: AMR MEDS (ePCR Database)





# CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

March 17, 2026

TO: Board of Directors

FROM: Lewis Broschard, Fire Chief

RE: Fire Chief's Report

## Operations Section Update

- Traffic Safety Units. The District's dedicated apparatus shop staff recently completed the retrofit and outfitting of two additional traffic safety units. With three units, two will be placed into service with a goal to provide coverage in the I-680/Hwy 242 area and the Hwy 4 corridor. The third unit will be reserved as a spare unit. The feedback from the initial deployment of our first unit has been positive with the large overhead electronic signage playing a significant role in managing traffic at emergency scenes.



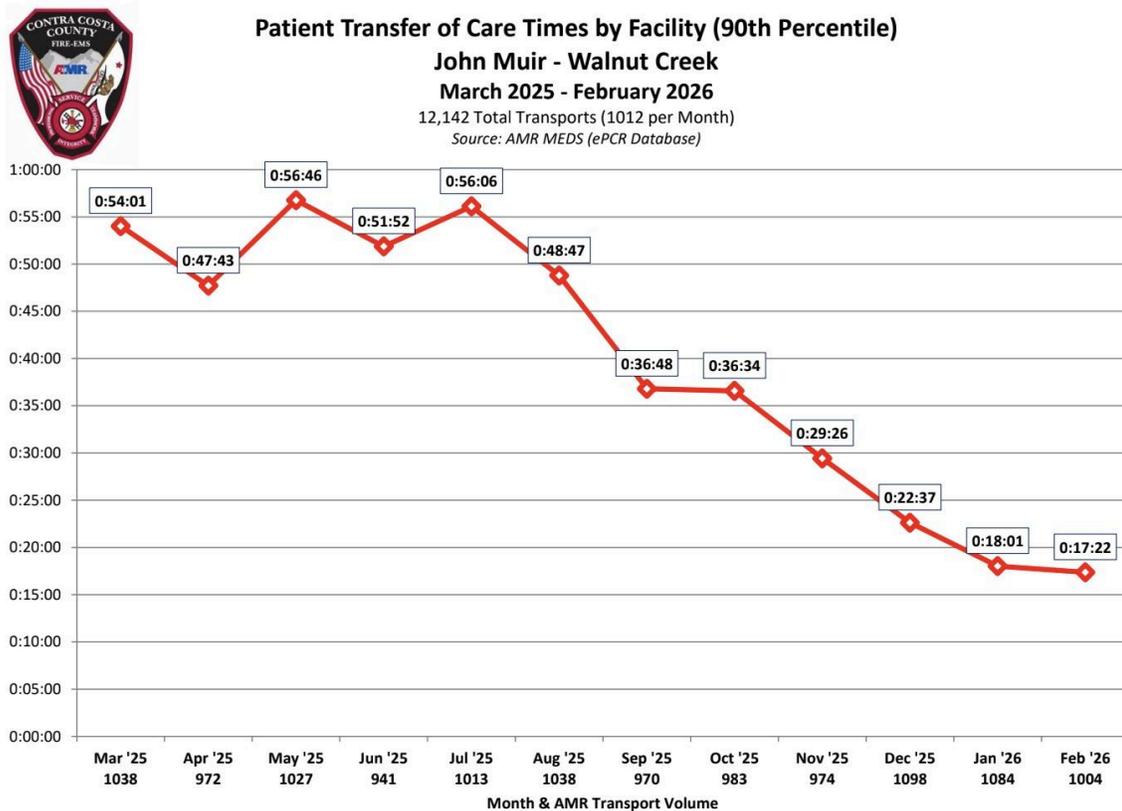
Emergency Medical Services (EMS) Division

- Ambulance Patient Offload Times.** APOT times are trending down. John Muir Walnut Creek (JMWC) is now meeting the 20-minute County standard for the second month in a row. It is having a big effect on system performance. As an example, February 27th our system was just three transports short of a record day with 299 transports to emergency departments (EDs). Central County experienced the most transports. Our system achieved 92% response time compliance in Central County on that date. For reference, on 2/5/25, our system transported 302 patients on a record day and only achieved 78% response time compliance in Central County. JMWC APOT in February, 2025 exceeded 55 minutes, 90% of the time.

Our EMS Division staff participated in the presentation of APOT improvements to the East Bay Hospital Council in collaboration with JMWC staff.

Other receiving facilities need to keep working to close the gap on their APOT performance. Kaiser Richmond and County PES are still seeing excessive offload times that negatively impact the system.

The February APOT report is attached. JMWC APOT data is below:



### Training & Safety

- Academy 62. Academy 62 with 15 lateral firefighters graduated on February 27th at a ceremony at the Leshner Center in Walnut Creek.
- Shipboard Firefighting Awareness Training. Nearing completion of shipboard firefighting awareness training. We have 14 docks and port facilities in our response area. This training will help to familiarize our members with the unique hazards and challenges associated with shipboard firefighting. Fires that occur on ships docked at facilities in our district are the responsibility of the Fire District.
- Cessation of UASI Funding. We received a notice from Bay Area UASI that they are not scheduling any classes after May 31st of this year due to federal government funding uncertainties. This change and proposed cessation of federal support for local disaster and large incident command training will negatively impact our ability to provide access to training while increasing costs to our District.

### Special Operations

- Super Bowl 60 Deployment. Fourteen fire hazmat team members and 5 County Health hazmat team members deployed to this event in support of the mutual aid system.



- Philips 66 Training. Extensive training continues with Philips 66 on issues of coordination and familiarization on their firefighting foam systems as well as high-angle technical rope rescue scenarios.

## **Community Risk Reduction Section**

### **Fire Prevention Bureau**

- **Pilot Ambassador Program.** The District is embarking on an “Ambassador Program” which will train residents to perform defensible space and home hardening evaluations in their neighborhoods to educate the community where improvements should be made. The recommendations are not strictly enforceable by the Fire District as they are not required by code or regulation, but are considered best practices. These evaluations will be performed in the high and moderate fire severity zones within the local responsibility areas (LRA) as pilot projects within Brentwood and Lafayette communities. To support the program launch, the District will be contracting with XyloPlan to map the highest risk areas for potential flow paths of a wildland fire into the community. Additionally, the District will be contracting with Fire Aside to track and analyze the completed assessments.

All of this work is being done to expand wildfire mitigation and community resilience beyond the limited existing code and regulatory framework.

- **Wildfire Mitigation Work.** The highlight is the completion of the Lafayette/Walnut Creek Shaded Fuel Break which occurred on March 13, 2026. The closeout reports and final submission for reimbursement of grant funds will be completed prior to the deadline of April 14, 2026. This \$3M project consisted of performing fuel reduction and mitigation work of over 190 acres in a continuous shaded fuel break stretching 13 miles through Walnut Creek and Lafayette.

### **Legislation & Grants**

- **Federal Earmark.** The District was successful in obtaining \$1.95M in an earmark supported by Congressman Mark Desaulnier for critically needed emergency power infrastructure for the East Bay Regional Communications System (EBRCS) radio tower sites. This earmark request will provide new and replacement emergency power generators and automatic transfer switch gear for all the EBRCS tower sites within Contra Costa County. This will ensure increased reliability to the emergency radio communications system for fire, EMS, and law enforcement in the event of power outages, PSPS events, or other disruptions to the main electrical power system. The earmark request was funded as part of the recently approved federal budget.
- **Urban Area Security Initiative.** The District was awarded almost \$160,000 for two hazardous materials team related equipment grants. The grants will provide new personal radiation detection equipment and a mass spectrometer

to enable on-scene identification of unknown solid and liquid substances, reduce reliance on external laboratories, while supporting HazMat, suspicious substance, and CBRNE incidents.

- Zone 0 and Home Hardening Regulations. (no significant update) The State Board of Forestry continues to hold committee meetings on this subject, with the next committee meeting scheduled for April, 2026.

## **Administration Section Update**

### **Support Services Division**

- Fire Station Inspections. Station inspections have been completed as part of our Building and Grounds Maintenance and Inspection Program. Conducted by Battalion Chiefs three times per year, these inspections ensure routine maintenance is performed, identify repairs for our facilities team that are beyond the capability of station personnel, and help identify capital projects for future budget cycles.
- Fleet Replacement Program. The District held a pre-construction meeting with Golden State Fire Apparatus for our next order of four Type 1 fire engines and one Tractor-Drawn Aerial, with delivery scheduled for 2027.

### **New Fire Stations / Major Facilities Construction**

- Fire Station 90 (Brentwood) Fire Station 90 has completed all of the required environmental studies in partnership with the County and the Youth Center. Some modifications were made to the station in response to the community and City Council input received earlier this year. We anticipate a board item at the next meeting that will allow the project to obtain CEQA approval. Following that approval the Fire District will file a planning application for the Fire Station with the City of Brentwood. The planning process is expected to take several months. The Fire District completed early season weed abatement on the entire five acre site in February.
- Fire Station 9 (Pacheco) The District received seven responses to the Request for Qualifications (RFQ) for the Design-Build of Fire Station 9 in Pacheco. After review, the top three teams have been notified to advance to the Request for Proposals (RFP) phase. We are also scheduling a kickoff meeting in the coming weeks with the architect for the temporary Fire Station 9 project, to be located at Buchanan Field, as the crew will be relocated during the two year construction of the replacement station.
- Contra Costa County Regional Fire Communication Center (CCRFCC) (Pleasant Hill) The final details are coming together. The emergency generator was delivered and set in place this month. Some delays have been encountered with Nextgen911 installation, unforeseen conditions, electrical switch gear, emergency generator and permanent power. During the

construction process a gas line was damaged and PG&E is scheduling those repairs. Final internet technology hardware installation continues. The project is currently on track for a May completion and move in date. When the move in date confidence increases, a ribbon cutting date will be identified.



- Fire Station 94 (Downtown Brentwood) The Station 94 project reached a major milestone during the first week of March with the slab-on-grade pour for the apparatus bays and the first floor. Once cured, the slab will improve site logistics. Additionally, the District and County Public Works met with the Brentwood Veterans group to coordinate requirements for the storage building and ADA parking stalls included in the project.



### **Contra Costa County Hazardous Materials Programs Transition**

- The District welcomed the County Health Hazardous Materials Programs as our neighbors into the District's administration building at 4005 Port Chicago Hwy in Concord in mid-February. The entire staff is now situated in what will become the Fire District's Hazardous Materials Division in July, 2026.
- Drafts of job descriptions are being finalized with input from labor organizations, County Labor Relations and Human Resources.
- The draft Cal EPA CUPA programs application package was submitted to Cal EPA for their initial review in mid-February.
- Weekly planning meetings with staff from the District and County HazMat are continuing.

### **Special Recognition**

- The deployment of all our Traffic Safety Units would not have been possible without the dedication and skills of our very own Rod Bumanlag. Rod is a fire mechanic with special fabrication skills and an eye for engineering detail. His work transformed aging surplus fire engines into these specialized resources that will increase safety during freeway incidents for our firefighters and the public. THANK YOU ROD!!



## **Upcoming Events**

- **Girls Empowerment Camp.** In partnership with the Contra Costa Fire Foundation, our 2nd annual camp is scheduled for May 2-3, 2026.

The Girls Empowerment Camp (GEC) is a free 2-day camp for teens ages 14-18. GEC introduces them to the fire service and provides campers with a realistic, hands-on overview of firefighting and exposure to all aspects of public safety career opportunities in the fire service. Additionally, the program empowers campers with life skills and professional guidance that encourages them to pursue a career in public safety. The camp is held at the Contra Costa Fire Training Center in Concord.

REGISTRATION OPENS ON APRIL 1 AT 9:00AM.

For additional information, contact [ContraCostaGEC@cccfd.org](mailto:ContraCostaGEC@cccfd.org)

To register: <https://contracostafirefoundation.org/girls-empowerment-camp/>





# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

**File #:** RES 2026-79

**Agenda Date:** 3/17/2026

**Agenda #:** C.1.

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** ADOPT a Resolution approving the Side Letter of agreement between IAFF, Local 1230 and Contra Costa County adding the newly established classification of Supervising Fire District Dispatcher (REHB) to Subsections 5.18 - Temporary Staff Assignment Differential and 9.1.B. - Holidays Observed, and establishing a new Wage Adjustment for Holiday Reduction for Supervising Fire District Dispatchers differential for the Supervising Fire District Dispatchers (REHA) placed into those Temporary Staff Assignments.

Recommendation of the County Administrator  Recommendation of Board Committee

### RECOMMENDATIONS:

ADOPT a Resolution approving the side letter between Contra Costa County and IAFF, Local 1230 adding the newly established classifications of Supervising Fire District Dispatchers (REHA and REHB) to the Memorandum of Understanding between the parties.

### FISCAL IMPACT:

The fiscal impact of this action will be approximately \$9,000 for the remainder of fiscal year 25/26 and will be \$36,000 for fiscal year 26/27. The fiscal impact will only occur once these positions are filled. These positions will be 100% funded by the Contra Costa County Fire Protection District EMS Transportation Fund.

### BACKGROUND:

The Contra Costa County Fire Protection District (District) operates the Contra Costa County Regional Fire Communications Center (CCRFCC). The CCRFCC has continued to see significant increases in both call volume and dispatched emergency incidents. The increased complexities of daily operations, workloads, and training needs and the technical nature of fire and emergency medical service (EMS) dispatching all necessitated the need for a Supervising Fire District Dispatcher classification, which was established in April of 2025. The District plans of filling three 56-hour Supervising Fire District Dispatcher (REHB) and one 40-hour Supervising Fire District Dispatcher (REHA). The 56-hour Supervising Fire District Dispatchers will be providing direct supervision to the Fire District Dispatchers (REWA) and the Senior Fire District Dispatchers (RETA). The 40-hour Supervising Fire District Dispatcher will focus on training and program development but will also provide supervision and coverage when needed. The District plans to rotate the four positions through the 40-hour assignment so that they can maintain their dispatching skills but also participate in program development and training. To allow them to rotate the Supervising Dispatchers to the 40-hour assignment, this side letter of agreement adds the 56-hour Supervising Fire District Dispatchers (REHB) to subsection 5.18 - Temporary Staff Assignment Differential of the MOU. Historically, 40-hour positions in the District have been difficult to fill for various reasons, including the fact that they result in a reduction in pay. To account for this

reduction in pay, the District has established a new subsection 5.20 - Wage Adjustment for Holiday Reduction for Supervising Fire District Dispatchers. Additionally, this side letter of agreement adds the 56-hour Supervising Fire District Dispatchers (REHB) to the Holiday Pay section of the MOU.

**CONSEQUENCE OF NEGATIVE ACTION:**

The District and CCRFCC will continue to struggle with daily operations, increased call volumes, policy and program development, supervision of employees, and training and development. Additionally, eligible 56-hour employees working on holidays would not receive the holiday pay they are entitled to, and the District will continue to struggle to fill their 40-hour positions due to the loss in pay the incumbents experience.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

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

IN THE MATTER OF the Side Letter between the Contra Costa County Fire Protection District and IAFF, Local 1230 adding the newly established classifications of Supervising Fire District Dispatchers (REHA and REHB) to the MOU between the parties and establishing a new pay differential.

The Contra Costa County Board of Supervisors acting in its capacity as the governing board of the Contra Costa County Fire Protection District RESOLVES THAT:

The attached Side Letter of Agreement, dated February 17, 2026, be ADOPTED.

**SIDE LETTER  
BETWEEN  
THE CONTRA COSTA COUNTY  
FIRE PROTECTION DISTRICT  
AND IAFF, LOCAL 1230**

This Side Letter is by and between the International Association of Firefighters (IAFF), Local 1230 ("Local 1230" or "Association") and the Contra Costa County Fire Protection District ("District"). This side letter is effective on the first day of the month in which the Board of Supervisors approves it.

This side letter amends the Memorandum of Understanding ("MOU") between the District and Local 1230 (July 1, 2023 – June 30, 2027) to add the newly established classification of Supervising Fire District Dispatcher 56-Hour (REHB) to Subsection 9.1 – Holidays Observed and Subsection 5.18 – Temporary Staff Assignment Differential, and adding a new Subsection 5.20 – Wage Adjustment Differential for Supervising Fire District Dispatchers differential and add the newly established classification of Supervising Fire District Dispatcher 40-Hour (REHA) as the sole classification eligible for the newly established differential.

The MOU shall be amended as follows:

**SECTION 5 – SALARIES**

***[Subsections 5.1-5.17 remain unchanged.]***

**5.18 Temporary Staff Assignment Differential.**

- A. Employees in the following 56-hour classifications: Firefighter (RPWA), Firefighter-Paramedic (RPWB), Fire Engineer (RPVC), Fire Captain (RPTA), Fire Engineer Paramedic (RPVF), ~~or Fire Captain Paramedic (RPTH)~~, or Supervising Fire District Dispatcher (REHB) who are placed in a corresponding 40-hour work week Temporary Staff Assignment, shall receive a pay differential in the amount of fifteen percent (15%) of base pay (excluding differentials) and will last for the duration of the 40-hour work week assignment.
- B. The District shall only utilize the 40-hour work week Temporary Staff Assignment differentials with employees who are serving the District in a Firefighter Training Academy assignment, in a Crew 12 supervisor assignment, or in an administrative program-based assignment approved by the Fire Chief. No more than ~~nine~~ eight (8) such assignments shall exist at any one time. Assignment to and removal from these Temporary Staff Assignments are at the discretion of the District.
- C. The Temporary Staff Assignment differential excludes: those employees who do not meet the aforementioned criteria; the classification of Firefighter Recruit, Firefighter - Paramedic Recruit; employees regularly working a 40-hour work week; USAR and FEMA deployments; and those employees regularly working a 56-hour assignment who are working a light-duty schedule or are otherwise already

temporarily working a 40-hour schedule.

**[Subsection 5.19 remains unchanged.]**

**5.20 Wage Adjustment for Holiday Reduction for Supervising Fire District Dispatchers.** Employees who are placed in the Temporary Staff Assignment in Subsection 5.18 for the Supervising Fire District Dispatcher assignment and are placed in the classification of Supervising Fire District Dispatcher – 40-Hour (REHA) shall receive a monthly differential in the amount of five percent (5%) of the base rate of pay for the Supervising Fire District Dispatcher – 40-Hour (REHA) classification, excluding differentials, for the duration of the 40-hour work week assignment. This differential is in recognition of the loss in compensation the Supervising Fire District Dispatchers working in this assignment experience due to the loss of Holiday Pay, the unique schedule and compensation structure for the 56-Hour Supervising Dispatchers, and the classifications' ineligibility for the 7k FLSA exemption.

## **SECTION 9 - HOLIDAYS**

**9.1 Holidays Observed.** The District will observe the following holidays:

- A. January 1st, known as New Years Day  
Third Monday in January, known as Dr. M. L. King Jr. Day  
Third Monday in February, known as Presidents Day  
February 12th, known as Lincoln's Day  
The last Monday in May, known as Memorial Day  
July 4th, known as Independence Day  
First Monday in September, known as Labor Day  
September 9th, known as Admission Day  
Second Monday in October, known as Columbus Day  
November 11th, known as Veteran's Day  
Fourth Thursday in November, known as Thanksgiving Day  
The Friday after Thanksgiving Day  
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

- B. Employees in the classifications of Fire Captain-56 Hour (RPTA), Fire Captain-Paramedic-56 Hour (RPTH), Fire Engineer-56 Hour (RPVC), Fire Engineer-Paramedic-56 Hour (RPVF), Firefighter-56 Hour (RPWA), Firefighter-Paramedic-56 Hour (RPWB), Fire Investigator-56 Hour (RJWH), Fire District Dispatcher (REWA), ~~and~~ Senior Fire District Dispatcher-56 Hour (RETA), and Supervising Fire District Dispatcher – 56-Hour (REHB), will receive twelve (12) hours of holiday pay for each holiday listed in Section 9.1.A above. Employees on a regular 40-hour weekly schedule will observe (day off work) each holiday listed in Section 9.1.A, above, with no reduction in pay.

**[The remainder of Section 9 remains unchanged.]**

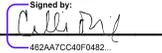
This Side Letter will remain in effect for the term of the current MOU between the Parties. The terms of the side letter will be incorporated into the successor MOU unless otherwise negotiated by the Parties. All other terms and conditions of the current MOU between the District and Local 1230 (July 1, 2023-June 30, 2027) remain unchanged by this Side Letter.

**Date:** 2/17/2026

**Contra Costa County Fire District:**  
(Signature / Printed Name)

	/	Aaron McAlister
	/	Rebecca Cox
_____	/	_____
_____	/	_____

**IAFF, Local 1230:**  
(Signature / Printed Name)

	/	vince wells
	/	collin o'neil
_____	/	_____
_____	/	_____



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** FPD-RES 2026-02

**Agenda Date:** 3/17/2026

**Agenda #:** C.2.

---

**To:** Board of Supervisors

**From:** Diane Burgis, District III Supervisor

**Report Title:** Resolution recognizing Fire Chief Lewis Broschard on his upcoming retirement from the Contra Costa County Fire Protection District

Recommendation of the County Administrator  Recommendation of Board Committee

---

### **RECOMMENDATIONS:**

ADOPT resolution recognizing Fire Chief Lewis Broschard on his upcoming retirement from the Contra Costa County Fire Protection District.

### **FISCAL IMPACT:**

No fiscal impact.

### **BACKGROUND:**

Please see Resolution.

### **CONSEQUENCE OF NEGATIVE ACTION:**

## The Board of Supervisors of Contra Costa County, California

**IN THE MATTER OF** recognizing Fire Chief Lewis Broschard on his upcoming retirement from the Contra Costa County Fire Protection District.

**WHEREAS**, Fire Chief Lewis Broschard has dedicated over 18 years of distinguished service to the Contra Costa County Fire Protection District, and over 30 years to the fire service, exemplifying exceptional leadership, integrity, and an unwavering commitment to public safety; and

**WHEREAS**, under Chief Broschard's distinguished leadership, the Fire District has experienced significant organizational growth and operational advancements, including the annexation of the East Contra Costa Fire Protection District and the Rodeo-Hercules Fire Protection District, as well as entering into a contract for service with the City of Pinole; and

**WHEREAS**, Chief Broschard has expertly led the District through complex operational challenges, historic wildfire seasons, and sustained growth, leaving the organization well-positioned for continued success and future generations of service; and

**WHEREAS**, Chief Broschard spearheaded critical improvements to emergency response capabilities, increased staffing across several divisions, prioritized the health and safety of District personnel; and

**WHEREAS**, under Chief Broschard's dedicated leadership, the Fire District has successfully completed significant capital project upgrades and expanded facilities, including the construction of Fire Station 16 in Lafayette, Fire Station 70 in San Pablo, Fire Station 86 in Bay Point, the Byron Wildfire Center, and the Regional Communications Center, as well as launching the replacement project for Fire Station 94 in Brentwood and various property acquisitions, positioning the Fire District for future facility enhancements; and

**WHEREAS**, under Chief Broschard's leadership, the Fire District achieved substantial improvement in its Insurance Services Office rating, advancing it to a uniform Class 2/2Y rating across the District; and

**WHEREAS**, Chief Broschard's dedication, professionalism, and commitment to excellence have left a lasting and meaningful impact on the Contra Costa County Fire Protection District and the communities it serves; and

**WHEREAS**, Fire Chief Lewis Broschard will retire from the Contra Costa County Fire Protection District on March 30, 2026.

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Fire Protection District Board of Directors extends its sincere thank you and honors Lewis Broschard for his dedication and outstanding service to Contra Costa County and wishes him well on his retirement from the Contra Costa County Fire Protection District and in all his future endeavors.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** 26-965

**Agenda Date:** 3/17/2026

**Agenda #:** C.3.

---

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** US Digital Designs - via NPPGov Cooperative

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with US Digital Designs by Honeywell, pursuant to the NPPGov Master Agreement between Honeywell International, Inc., and the League of Oregon Cities, for an amount not to exceed \$200,000 to purchase and upgrade fire station alerting systems, hardware, and software.

### FISCAL IMPACT:

Budgeted. 100% CCCFPD EMS Transport Fund

### BACKGROUND:

The G2 Phoenix Alerting System by US Digital Designs (USDD) is a modern alerting system already in use at several fire stations within the Contra Costa County Fire Protection District. As part of the initiative to enhance operations, the Fire District's plan is to transition this system to all fire stations.

Implementing USDD's G2 Phoenix system supports the goal of standardizing alerting systems across all fire stations. This system integrates seamlessly with existing fire station alerting systems, ensuring compatibility and ease of use.

The Fire District's current computer-aided dispatch system is already configured to integrate with the G2 Phoenix Alerting System, providing a cohesive experience for staff and simplifying technical troubleshooting.

The advantages of USDD's G2 Phoenix Alerting System include its reliability, ease of programming, and overall benefit to the well-being of firefighters. Unlike traditional alerting methods, this system uses a graduated tone that starts at low volume and increases to high. Red lights turn on when notifications are received, helping reduce stress during notifications. Maintaining interoperability with all fire stations and neighboring agencies is crucial for effective emergency response and fire dispatch processing.

The District plans on using NPPGov cooperative agreement #PS20350. Procuring the systems through a competitively awarded cooperative purchasing contract enables the District to obtain this capability efficiently and ensures fiscal responsibility.

### CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the Fire District will need to identify alternate means to alert firefighters to calls

for service.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** 26-966

**Agenda Date:** 3/17/2026

**Agenda #:** C.4.

---

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Contract with DroneSense, Inc.

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with DroneSense, Inc., in an amount not to exceed \$25,000 to manage all maintenance records for Unmanned Aerial Systems (UAS) and to provide live streaming video download capabilities, for the period March 29, 2026 through March 28, 2027.

### FISCAL IMPACT:

Budgeted. 100% CCCFPD General Operating Fund.

### BACKGROUND:

Contra Costa County Fire Protection District (CCCFPD) has been operating Unmanned Aerial Systems (UAS) or drones since 2019. Initially, CCCFPD only operated two drones throughout the District with several pilots. Since then, the UAS program has grown to over 20 pilots operating eight drones throughout the District. The primary pilots are with the Fire Investigation Unit or on the Hazmat Team. Since the team has grown substantially with the number of pilots and UAS platforms utilized, it is necessary to use a UAS software platform to track maintenance, pilot logs and flight records. The proposed software allows the UAS pilot to live stream the drone video to incident command and/or other chief officers at locations outside the incident command post. DroneSense will provide drone specific maintenance equipment including the batteries, remote controls, propellers, camera and software updates.

The DroneSense Terms and Conditions include an indemnification from CCCFPD to DroneSense for claims based upon CCCFPD's use of the platform or data provided, as well as a limitation of liability capping liability at the amount of the fees paid under the agreement.

### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, CCCFPD will not be able to ensure the necessary maintenance procedures and documentation are occurring on all of the operational drones across the District. CCCFPD will also be limited on the ability to stream live UAS footage to incident commanders on the field during emergency incidents.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** 26-967

**Agenda Date:** 3/17/2026

**Agenda #:** C.5.

---

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Authorization of Cooperative Agreement with Dominican University of California for Mental Performance Internship Program

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a cooperative agreement with Dominican University of California to allow Sport Performance graduate students to complete internship hours with the Contra Costa County Fire Protection District in support of the Operations Division's Mental Performance Program, for the period April 1, 2026 through March 31, 2031.

### FISCAL IMPACT:

No fiscal impact.

### BACKGROUND:

The Contra Costa County Fire Protection District (CCCFPD) is expanding its Mental Performance Program within the Operations Division to support the cognitive readiness, resilience, and performance of its personnel. As part of this effort, CCCFPD proposes entering into a cooperative agreement with Dominican University of California to allow graduate students from the University's Sport Performance program to complete required internship hours by working with the District's training academy and personnel.

This cooperative agreement represents one of the first programs of its kind in the country to integrate master's-level sport performance students into a fire service training environment. The collaboration is intended to complement CCCFPD's instructors' operational expertise with professional-level sport performance support, while providing students with real-world, applied experience. The program is designed to enhance training outcomes for District personnel while supporting workforce development and experiential learning opportunities.

This agreement includes indemnification and limitation of liability language.

### CONSEQUENCE OF NEGATIVE ACTION:

If this item is not approved, the Fire District will be unable to implement the proposed Mental Performance Program partnership, limiting access to professional-level sport performance support for personnel.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** 26-1104

**Agenda Date:** 3/17/2026

**Agenda #:** C.6.

---

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Contract for Firefighting Helicopter Services

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with A&P Helicopters, in an amount not to exceed \$2,945,000 for aerial firefighting services during an approximately 180-day period commencing on or about May 1, 2026.

### FISCAL IMPACT:

Budgeted. 100% CCCFPD General Operating Fund. The A&P Contract is valued at \$2,745,000, and the requested authorization includes a \$200,000 contingency to cover extended incidents that could exceed the contract amount. It is anticipated PG&E will be reimbursing the District \$1,000,000 towards the total costs of the contract, which will reduce the net cost to the District.

### BACKGROUND:

The Contra Costa County Fire Protection District (District) provides all-risk emergency response services, including wildland fire suppression and prevention, across a diverse service area that includes urban, suburban, and wildland-urban interface (WUI) environments. During peak fire season, elevated temperatures, dry fuel conditions, and wind-driven events significantly increase the risk of fast-moving vegetation fires that require immediate, aggressive initial attack.

To enhance operational readiness and reduce response times, the District deploys seasonal aerial firefighting resources to supplement ground-based suppression capabilities. Rapid access to a dedicated helicopter equipped for water-dropping operations, reconnaissance, and personnel transport significantly improves the District's ability to contain wildland fires during the critical early stages, thereby reducing risk to life, property, and critical infrastructure.

Following a competitive solicitation process, the District evaluated proposals for Exclusive Use (EU) wet lease helicopter services. A&P Helicopters, Inc., a California corporation specializing in utility and firefighting aviation operations, was determined to offer the best value based on qualifications, operational experience, safety record, aircraft capability, and cost.

The District anticipates entering into an agreement with PG&E that will reimburse the District \$1,000,000 toward the cost of the agreement.

The contract contains limitations of liability and indemnification language.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without this agreement, the District would not have access to a fully staffed, mission-ready helicopter capable of augmenting ground resources, thereby significantly diminishing its ability to conduct rapid, effective initial attack operations during the peak fire season.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

**File #:** 26-968

**Agenda Date:** 3/17/2026

**Agenda #:** C.7.

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Motor Grader Rental for Fire Road Maintenance Operations

Recommendation of the County Administrator  Recommendation of Board Committee

### RECOMMENDATIONS:

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a purchase order with Apex Rents, Inc., in an amount not to exceed \$95,000 for the rental of one Cat 140M3 motor grader to maintain and resurface fire roads throughout Contra Costa County for the period April 1, 2026 through March 31, 2027.

### FISCAL IMPACT:

Budgeted. 100% CCCFPD General Operating Fund.

### BACKGROUND:

The Fire District has maintained fire roads throughout Contra Costa County for more than 40 years. These fire roads are critical infrastructure used by the Fire District in emergencies. Annual maintenance is performed in the spring to repair damage caused by winter rains. As spring arrives, tall grasses grow along roadways, making them impassable and hazardous. When dry, grasses become extremely slippery, and ungraded roads may conceal hazards such as washouts, ruts, and holes.

Motor graders are the appropriate equipment to safely and effectively resurface fire roads. Proper maintenance requires a two-pass grading method in which soil is first moved from the inside of the road to the outside, and then returned from the outside back toward the inside. This process removes vegetation from the driving surface and ensures a consistent, finished roadbed. Motor graders are specifically designed to resurface roads and create a safe, stable travel surface. Additionally, their articulated design allows them to maneuver effectively on narrow, steep, and winding fire roads.

Historically, two motor graders were required to perform this work simultaneously. However, the District now owns one motor grader and therefore only needs to rent one additional grader to complete the two-pass grading process. Motor graders remain essential for this work because they are purpose-built for road construction and maintenance, can cover large distances efficiently, and enable the District to maintain several hundred miles of fire roads within a limited seasonal window. They also allow for necessary repairs to damaged road sections and for adjustment of road camber to properly manage runoff in advance of fall rains. The purchase order includes funds to cover potential costs of damage to the rented grader.

This agreement includes indemnification and limitation-of-liability provisions.

### CONSEQUENCE OF NEGATIVE ACTION:

If this item is not approved, the Fire District will be unable to complete spring maintenance of fire roads in a timely manner. Without an additional rented motor grader to supplement the District-owned grader, critical grading work will be delayed or incomplete. This may result in unsafe or impassable roads, reduced emergency access, increased risk to personnel, and higher future repair costs due to deferred maintenance.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

**File #:** 26-969

**Agenda Date:** 3/17/2026

**Agenda #:** C.8.

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Master Software-as-a-Service (SaaS) Agreement with Fire Aside, Inc. for a defensible space inspection and wildfire mitigation management platform

Recommendation of the County Administrator  Recommendation of Board Committee

### RECOMMENDATIONS:

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a Master Software-as-a-Service (SaaS) Agreement with Fire Aside, Inc. for a defensible space inspection and wildfire mitigation management platform, for an initial three-year term, including setup and annual licensing services, in an amount not to exceed \$25,000 over the initial term.

### FISCAL IMPACT:

The estimated cost of the agreement over the initial three-year term is not to exceed \$25,000, and is 100% budgeted by the CCCFPD General Operating Fund.

Cost components include:

- One-time Setup Fee: \$5,000
- Annual Licensing Fee: \$6,250 per year

Estimated total cost:

- Year 1: \$11,250 (setup + annual license)
- Year 2: \$6,250
- Year 3: \$6,250

The annual licensing fee allows the District to conduct unlimited residential defensible space evaluations within an established boundary area of approximately 2,500 parcels. Optional services, such as automated mail notifications to residents, may be utilized at the District’s discretion and would be billed based on actual usage. Funding for this agreement will be absorbed within the Fire District’s existing wildfire mitigation, defensible space inspection, or community risk reduction program budgets.

### BACKGROUND:

The Contra Costa County Fire Protection District continues to expand its community risk reduction programs, including defensible space inspections, home hardening outreach, and wildfire mitigation compliance programs within the District’s jurisdiction.

Fire Aside, Inc. provides a cloud-based Software-as-a-Service platform designed specifically for wildfire

mitigation programs, including defensible space inspections and community risk reduction initiatives. The platform includes the Defensible Space Inspection (DSI) System, which provides a comprehensive toolset for managing inspection programs and wildfire mitigation data.

These capabilities allow the Fire District to improve the efficiency, transparency, and effectiveness of defensible space inspection programs, while also providing residents with clearer guidance on wildfire risk reduction actions.

The agreement includes an initial three-year term with a Termination for Convenience provision, and provides for automatic one-year renewals unless either party provides written notice of non-renewal at least ninety days prior to expiration of the term.

Fire Aside's Master Agreement includes an indemnity from the Fire District to Fire Aside for claims related to the Fire District's use of the platform, as well as a limitation of liability which caps liability at the amount of fees paid in the 12 months prior to the date the claim arose.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the Fire District will not implement the Fire Aside defensible space inspection management platform, which may limit the District's ability to efficiently manage wildfire mitigation inspections, track compliance data, and engage residents in wildfire risk reduction programs.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** 26-1105

**Agenda Date:** 3/17/2026

**Agenda #:** C.9.

---

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Moraga-Orinda Fire District Fuel Mitigation and Hazard Abatement Agreement

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

APPROVE and AUTHORIZE the Fire Chief, or designee, to execute an Agreement, with Moraga-Orinda Fire District, in an amount not to exceed \$500,000 in reimbursement for fuel mitigation and hazard abatement, effective March 1, 2026 through July 31, 2028.

### FISCAL IMPACT:

Moraga-Orinda Fire District (MOFD) will pay Contra Costa County Fire Protection District (CCCFPD) based on each property's needs. This action will be cost neutral since MOFD will reimburse CCCFPD for the labor and equipment costs associated with each assignment.

### BACKGROUND:

This agreement is part of the much larger ongoing fuel mitigation and external hazard abatement work conducted by CCCFPD that includes roadway clearance for evacuation routes, brush removal, prescribed burns, and other related fuel mitigation work during non-peak fire season (fall/winter). MOFD will use the resources of the CCCFPD to complete mitigation work within their jurisdiction and compensate the CCCFPD for the cost of those resources.

### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, CCCFPD will not be able to assist MOFD with fuel mitigation and external hazard abatement work. It is critical to assist MOFD in these efforts, especially pile burning, to finalize the cleanup for the designated projects that have already completed fuel mitigation.





# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** FPD-RES 2026-04  
C.10.

**Agenda Date:** 3/17/2026

**Agenda #:**

---

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Accepting the 2025 Occupancy Inspection Compliance Report

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

ACCEPT the 2025 Occupancy Inspection Compliance Report from the Fire Chief pursuant to California Health and Safety Code Section 13146.2 and 13146.3; and ADOPT a Resolution acknowledging receipt of the report pursuant to Section 13146.4 of the California Health and Safety Code.

### FISCAL IMPACT:

There is no fiscal impact associated with adopting this resolution.

### BACKGROUND:

Section 13146.2 requires the Contra Costa County Fire Protection District (District) to annually inspect all hotels, motels, lodging houses, apartment houses, and dwellings, and associated accessory structures for compliance with building standards and other regulations of the State Fire Marshal. Single-family dwellings, including duplexes, are excluded.

The occupancies covered by this statute are defined in the "Group R" occupancy classifications within the California Fire and Building Codes. Section 13146.3 requires the District to inspect all public or private schools at least once per year. The occupancies covered by this statute are also defined in the "Group E" occupancy classifications within the California Fire and Building Codes. It should be noted that a school is defined as containing grades K-12 and does not include daycare, colleges, or adult learning facilities.

Effective January 1, 2019, Section 13146.4 of the California Health and Safety Code mandates that all city or county fire departments and fire districts responsible for conducting mandated annual occupancy inspections of Group E and Group R occupancies report annually to their governing body regarding their compliance with these two inspection programs. Additionally, the governing body must adopt a resolution acknowledging receipt of the report. For the 2025 reporting period, the District completed 100% of the required annual inspections of both Group E and Group R occupancies within its jurisdiction. The number of inspections increased from 2024 due to the annexation of the Rodeo Hercules Fire District.

### CONSEQUENCE OF NEGATIVE ACTION:

If the Board fails to accept the report and adopt the resolution, the District will be in violation of Section 13146.4 of the California Health and Safety Code until the report is accepted and the resolution is adopted.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

IN THE MATTER OF Acknowledgement of receipt of the Contra Costa County Fire Protection District's 2025 Occupancy Inspection Compliance Report,

**WHEREAS**, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

**WHEREAS**, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the Contra Costa County Fire Protection District, that provide fire protection services to perform annual inspections in every building used as hotels, motels, lodging houses, apartment houses and dwellings, and associated accessory structures for compliance with building standards and other regulations of the State Fire Marshal, as provided; and

**WHEREAS**, California Health & Safety Code Section 13146.2 requires all fire departments that provide fire protection services, including the Contra Costa County Fire Protection District, to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

**WHEREAS**, the Contra Costa County Fire Protection District Board of Directors intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Contra Costa County Fire Protection District's compliance with California Health and Sections 13146.2 and 13146.3;

**NOW, THEREFORE, BE IT RESOLVED** that the Contra Costa County Fire Protection District Board of Directors expressly acknowledges the measure of compliance of the Contra Costa County Fire Protection District with California Health and Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the Contra Costa County Fire Protection District in 2025, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES Educational Group E occupancies are those public and private schools used by more than six persons at any one time for educational purposes, including kindergarten through the 12th grade. Within the Contra Costa County Fire Protection District, there were 242 such Group E occupancies, buildings, structures and/or facilities.

During calendar year 2025, the Contra Costa County Fire Protection District completed 100% of all Group E occupancies, buildings, structures and/or facilities.

B. RESIDENTIAL GROUP R OCCUPANCIES Residential Group R occupancies, for the purposes of this

resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), as well as other residential occupancies (including a number of residential care facilities). Within the Contra Costa County Fire Protection District there were 7,881 Group R (R-1, R-2, R-2.1, and R-4) occupancies, including accessory and secondary structures, of this nature known to the District. Not included within this list are all Group R occupancies in the planning, design, or new construction phase that are not constructed or occupied, as well as duplex residential occupancies which should be classified as Group R-3 (single family) occupancies.

During calendar year 2025, the Contra Costa County Fire Protection District completed 100% of all constructed and occupied Group R occupancies, buildings, structures and/or facilities



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

**File #:** 26-970  
C.11.

**Agenda Date:** 3/17/2026

**Agenda #:**

**To:** Board of Directors

**From:** Internal Operations Committee

**Report Title:** Establishment of the Measure O Committee and Approve committee bylaws and ethics policy

Recommendation of the County Administrator  Recommendation of Board Committee

### RECOMMENDATIONS:

ESTABLISH the Measure O Committee and APPROVE its composition, bylaws, and ethics policy.

### FISCAL IMPACT:

No Fiscal impact.

### BACKGROUND:

In 2016, Measure O, a supplemental revenue initiative for the Rodeo-Hercules Fire Protection District (RHFPD) was successfully passed by the residents of that Fire District, i.e., City of Hercules, unincorporated Town of Rodeo and surrounding unincorporated areas (“RHFPD Area”) (see Attachment A). The supplemental revenue provided approximately \$2.725M in additional funding to the district for FY 24-25.

The ordinance (Attachment A) to establish the supplemental revenues included a requirement that the RHFPD establish a 2016 Special Tax Funding Replacement Measure Independent Oversight Committee (“Measure O Committee”). The Measure O Committee shall actively review and publicly report on the collection and proper expenditure of the taxpayers’ monies within the RHFPD Area alone, in accordance with the stated purposes of the Measure O Parcel Tax as detailed in Section 4 of the Ordinance enacted by Measure O:

The proceeds of the special tax funding replacement measure imposed by this ordinance shall be placed in a special account or fund to be used solely for any lawful purpose permissible to Fire Districts pursuant to California Health and Safety Code §13800 et seq., including but not limited to enhancing the level of fire prevention, emergency fire protection and paramedic response services through increasing staffing levels to operate and maintain the [RHFPD’s] fire stations, maintaining and when necessary replacing fire protection and lifesaving equipment and apparatus to optimal levels of function and performance, and to fund capital improvements.

RHFPD established the Measure O Committee with five members and retained that membership up to the date of its dissolution and annexation with the Contra Costa County Fire Protection District (CCCFPD). RHFPD established bylaws for the Measure O Committee. These bylaws allowed for the committee to be comprised of

no less than three seated members, all of whom must be residents of the RHFPD Area, and one must be a registered voter and resident of Hercules and one must be a registered voter and resident of Rodeo.

The recommended Measure O Committee bylaws (Attachment B) are similar to those enacted by RHFPD, and establish a committee of no less than three members, no more than five members appointed by the Board. The Board may elect to appoint more than five members provided an odd appointments result in an off number of active members serving at any time. All members must be residents or property owners of the RHFPD area and registered to vote. The Committee shall also include at least:

1. One member who is a resident or property owner in Hercules and a registered voter; and
2. One member who is a resident or property owner in Rodeo and a registered voter

The Measure O Committee members do not receive compensation for their service. Committee members are appointed by the Board for a term of two years or three years, with the initial committee membership and subsequent terms outlined in the proposed bylaws.

Committee meetings are convened, at a minimum, twice per year and are planned to be held at Fire Station 76 in Hercules, which is the location used by the former RHFPD.

At its February 17, 2026 meeting, the Internal Operations Committee (IO) (Chair Burgis and Vice Chair Andersen) supported the establishment of the committee, approval of the bylaws and ethics policy, and agreed to screen nominations to the Measure O Committee. However, the IO chose to delegate the recruitment and screening of applicants to the Fire District, which is instructed to send the nominations to the IO for consideration. The IO encourages the Fire District to seek input from the Advisory Fire Commission in recruiting and vetting applicants to fill vacancies.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

The Measure O Committee will not be established, and the Fire District will not be in compliance with the existing ordinance.

ORDINANCE NO. 2016-1

AN ORDINANCE OF THE RODEO HERCULES FIRE PROTECTION DISTRICT TO AUTHORIZE THE LEVY OF A SPECIAL TAX FUNDING REPLACEMENT MEASURE TO FINANCE FIRE PROTECTION AND EMERGENCY SERVICES AND AUTHORIZING AN INCREASE IN THE APPROPRIATIONS LIMIT FOR THE RODEO HERCULES FIRE PROTECTION DISTRICT;

THE PEOPLE OF THE RODEO HERCULES FIRE PROTECTION DISTRICT DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Authority, Purpose and Intent.

Pursuant to the authority of Sections 13911 and 13913 of the California Health and Safety Code, and other applicable law, there is hereby levied and assessed a special tax by the Rodeo Hercules Fire Protection District on all parcels of real property in the Rodeo Hercules Fire Protection District for each fiscal year.

Section 2. Special Tax Imposed.

A special tax funding replacement measure for the purpose specified in Section 4 of this ordinance shall be imposed on all parcels of real property in the Rodeo Hercules Fire Protection District for each fiscal year, commencing with fiscal year 2017-2018. The maximum amount of the special tax for fiscal year 2017-2018 shall be \$216.00 per parcel. Beginning with fiscal year 2017-2018 and for each fiscal year thereafter, the maximum amount of the special tax shall increase by the lesser of (i) three percent or (ii) the percentage by which the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose Area published by the Bureau of Labor Statistics of the United States Department of Labor, or any successor to that index, increased in the twelve months prior to March of the calendar year in which the adjustment is made. In no event shall the special tax for any parcel for any year be less than the amount established for the preceding year. If or when applicable, for parcels divided by Tax Rate Area lines, the amount of the special tax for the portion of the parcel within Contra Costa County shall be calculated the same as set forth above. For properties wholly within Contra Costa County and divided by Tax Rate Area lines into multiple parcels, the property shall be taxed as a single parcel.

The records of the Contra Costa County Assessor as of March 1st of each year shall determine each parcel to be charged and the person or entity financially responsible for the calculation and payment of the special tax applicable to that parcel in the following fiscal year.

For the purposes of this ordinance, the term "parcel" shall mean a parcel of real property having a separate assessor's parcel number as shown on the last equalized assessment roll of Contra Costa County.

### Section 3. Annual levy; Public Hearing.

The Board of Directors shall annually by an affirmative vote of at least a majority of its members establish the amount of the special tax levy, in an amount that does not exceed the maximum amount specified in Section 2 of this ordinance. The special tax funding replacement measure shall not be measured by value of the property.

The Board of Directors shall conduct a public hearing regarding the proposed annual levy of the special tax funding replacement measure during the budget hearing for the applicable year. Notice of the public hearing shall be published in accordance with District procedures at least ten (10) days prior to the hearing.

### Section 4. Special Fund, Use of Tax Proceeds, Annual Report, District Formation of an independent 2016 Special Tax Funding Replacement Measure Oversight Committee

The proceeds of the special tax funding replacement measure imposed by this ordinance shall be placed in a special account or fund to be used solely for any lawful purpose permissible to Fire District's pursuant to California Health and Safety Code section 13800 et seq., including but not limited to enhancing the existing level of fire prevention, emergency fire protection and paramedic response services through increasing staffing levels to operate and maintain the District's fire stations, maintaining and when necessary replacing fire protection and lifesaving equipment and apparatus to optimal levels of function and performance, and to fund capital improvements.

The Fire Chief, or his designee, including but not limited to the District's chief fiscal officer, shall file an annual report with the Board. The annual report shall at a minimum, report upon the

following: (a) The amount of tax proceeds collected and expended; and (b) The status of any project required or authorized to be funded in accordance with this section.

The Board of Directors shall form and appoint members to an independent 2016 Special Tax Funding Replacement Measure Independent Oversight Committee who shall receive, review, and advise the Board upon the Annual Report. At a minimum, members of the Oversight Committee shall be residents or property owners within the District, and registered to vote.

Section 5. Collection.

The special tax replacement funding measure imposed by this ordinance shall be collected in the same manner, on the same dates, and shall be subject to the same penalties and interest as other charges and taxes fixed and collected by the County of Contra Costa on behalf of the Rodeo Hercules Fire Protection District. Said special tax replacement funding measure, together with all penalties and interest thereon, shall constitute a lien upon the parcel upon which it is levied until it has been paid, and said special tax, together with all penalties and interest thereon, shall, until paid, constitute a personal obligation to the Rodeo Hercules Fire Protection District by the persons who own the parcel on the date the tax is due.

Section 6. Amendment.

The Board of Directors shall be empowered to amend this ordinance by an affirmative vote of at least a majority of its members to carry out the general purposes of this ordinance, to conform the provisions of this ordinance to applicable state law, to modify the methods of collection, or to assign the duties of public officials under this ordinance.

In no event shall the Board of Directors amend this ordinance to increase the maximum amount of the special tax established in section 2 of this ordinance, unless approved by two-thirds of the voters voting thereon.

Section 7. Exemptions.

The special tax funding replacement measure shall not be imposed upon any parcel that is exempt from the special tax pursuant to any provision of the Constitution, California State law, or any paramount law. The special tax funding replacement measure shall not be imposed upon

any parcel owned and occupied by a person or persons 65 years of age or older. The special tax funding replacement measure shall not be imposed upon any parcel occupied by a person or persons financially responsible for paying the property tax upon the parcel who is 65 years of age or older. A qualified owner or occupant must file an application for the exemption with the District no later than January 31 annually. The Board of Directors by resolution may adopt exemptions to the special tax imposed by this ordinance.

Section 8. Appropriations Limit.

The appropriations limit of the Rodeo Hercules Fire Protection District established under Article XIII B, Section 6 of the California Constitution shall be increased by the proceeds received from the special tax funding replacement measure imposed by this ordinance.

Section 9. Exemption from CEQA

This Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). The special tax authorized by this Ordinance is a special tax that can only be used to fund the projects, facilities, and services described in the Ordinance but does not approve any specific projects or services. As such, under CEQA Guidelines section 15378(b)(4), the special tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project or service that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have such effect, the District would undertake the required CEQA review for that particular project or service. Therefore, pursuant to CEQA Guidelines Section 15060, review of the Ordinance under CEQA is not required. Prior to commencement of any project or service funded by the special tax, any necessary environmental review required by CEQA shall be completed. The District shall perform CEQA analysis for the project prior to approving the project or service, if the project or service requires analysis under CEQA.

Section 10. Severability.

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or applications, and to this end the provisions of this ordinance are declared to be severable. The Board of Directors, and the

electorate by referendum, do hereby declare that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof, be declared invalid or unconstitutional.

Section 11. Effective Date.

This ordinance shall be adopted and become effective only if approved by two-thirds of the voters voting thereon, at an election to be held on November 8, 2016.

Section 12. Termination.

This Ordinance shall continue unless and until it is rendered null and terminated by a vote of the voters of the District. Notwithstanding the previous sentence, Section 5, relating to collection and enforcement of liens or obligations for the special tax procedures shall continue in full force and effect until all such collections have been completed.

Section 13. Attestation.

The Chairperson of the Board is hereby authorized to attest to the adoption of this ordinance by signing where indicated below.

I hereby certify that the foregoing ordinance was PASSED, APPROVED AND ADOPTED by the people of the Rodeo Hercules Fire Protection District voting on the 8th day of November, 2016.

  
Ernie Wheeler  
Chairperson of the Board

**ATTACHMENT B**

**DRAFT MEASURE O INDEPENDENT OVERSIGHT COMMITTEE BYLAWS**

**SECTION I**

**COMMITTEE ESTABLISHED**

The Rodeo-Hercules Fire Protection District (“RHFPD”) was successful at the election conducted on November 8, 2016, on Measure O, obtaining authorization from the RHFPD’s voters to impose a special tax of \$216 per parcel annually for the continued maintenance of local fire protection and emergency response within the City of Hercules, unincorporated Town of Rodeo and surrounding unincorporated areas (“RHFPD Area”). The RHFPD was annexed into the Contra Costa County Fire Protection District (the “District”) on July 1, 2025. As a result of the annexation, and pursuant to RHFPD Resolution No. 2016-04, the District is obligated to establish a 2016 Special Tax Funding Replacement Measure Independent Oversight Committee (“Measure O Committee” or “Committee”) in order to satisfy the accountability requirements of Measure O. In a resolution to be adopted on March 17, 2026, the Board of Directors of the Contra Costa County Fire Protection District (“Board”) intends to establish the Measure O Committee, which shall have the duties and rights, set forth in these Bylaws.

**SECTION II**

**COMMITTEE’S MISSION**

The mission of the Measure O Citizen’s Oversight Committee is to independently review and inform the public and the Board concerning (1) the collection and expenditure of parcel tax revenues, (2) the assurance that such revenues are expended in accordance with the intention of the voters, including that the revenues are dedicated to service of the RHFPD Area, and (3) status of any project required or authorized to be funded with these revenues.

**SECTION III**

**NAME AND LOCATION**

3.01 The name of the Committee will be the 2016 Special Tax Funding Replacement Measure Independent Oversight Committee (“Measure O Committee” or “Committee”).

3.02 The office of the Measure O Committee shall be located at the Contra Costa County Fire Protection District, located at 4005 Port Chicago Hwy, Suite 250, Concord, CA 94520.

**SECTION IV**

**COMMITTEE ACTIVITIES**

4.01 The Committee shall engage in any of the following activities in furtherance of its purpose:

1. Review the independent auditor's report and the Fire Chief's annual report required by Measure O concerning:

(a) the proper collection of Measure O revenue, including the deposit of such revenue into a separate account created by the District;

(b) the proper expenditure of Measure O revenues within the RHFPD Area, as set forth in Section 4 of the Ordinance enacted by Measure O:

*The proceeds of the special tax funding replacement measure imposed by this ordinance shall be placed in a special account or fund to be used solely for any lawful purpose permissible to Fire Districts pursuant to California Health and Safety Code §13800 et seq., including but not limited to enhancing the level of fire prevention, emergency fire protection and paramedic response services through increasing staffing levels to operate and maintain the [RHFPD's] fire stations, maintaining and when necessary replacing fire protection and lifesaving equipment and apparatus to optimal levels of function and performance, and to fund capital improvements.*

and;

(c) the status of any project required or authorized to be funded in accordance with the Ordinance enacted by Measure O.

2. Advise the Board through an Annual Report, and as otherwise directed by the Board, as to whether the District is in compliance with the requirements of Measure O. The Annual Report shall include, but not be limited to:

(a) a summary of the Committee's proceedings in the preceding fiscal year;

(b) a statement indicating whether the District has properly collected Measure O revenue, including the deposit of such revenue into a separate account created by the District; and

(c) a statement indicating whether the District's Measure O expenditures were in accordance with Measure O's stated purpose; and

(d) a statement concerning the status of any project required or authorized to be funded in accordance with the Ordinance enacted by Measure O.

The Committee's Annual Report shall be presented to the Board within 60 days of the Committee receiving the independent auditor's annual report and the Fire Chief's annual report required by Measure O, whichever report is received later.

3. Conduct all business in accordance with the provisions of the Ralph M. Brown Act (“the Brown Act”), including the posting of notices and agendas of the Committee meetings on the District’s website and a physical location that is available to the public 24-hours a day.
4. Provide communication to and accept communication from the community on Measure O issues.
5. Make available for public viewing on the District’s website all documents received and reports issued by the Committee.

4.02 In furtherance of its purpose, the Committee may engage in any of the following activities:

1. Receive and review copies of the following:

- (a) the District’s required annual, independent financial audits for the relevant fiscal year.
- (b) the District’s annual and interim budget reports and presentations for the relevant fiscal year; and
- (c) any documents related to the expenditure of Measure O proceeds.

2. Inform the public on Committee activities and encourage membership participation.

3. Prepare, approve, and distribute other progress reports of its activities, findings, and recommendations to the Fire Chief, the Board, and the public, that fall within the Committee’s duties and the Committee deems necessary.

4. Make recommendations to the Board in accordance with the Committee’s Mission and Activities, as stated in these bylaws, and Measure O. The Board may act on any recommendations as it deems appropriate.

4.03 The Committee only has those powers provided by the Ordinance concerning Measure O and these bylaws.

## **SECTION V**

### **DISTRICT DUTIES AND SUPPORT**

5.01 The District commits to support the oversight process through cooperation with the Committee, by providing the Committee with access to information and with sufficient logistical support so that the Committee may effectively perform its oversight function. Further, the District will ensure that with regard to the Committee, all District personnel are committed to open communication, the timely sharing of information, and teamwork. Specifically, the District shall provide necessary administrative and technical support to the Committee, including but not limited to:

1. Preparation of and posting of public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the Board.

2. Provision of an ADA compliant publicly accessible meeting location, including any necessary audio/visual equipment.
3. Preparation and copies of any document or meeting materials, such as agendas and reports.
4. Retention of all Committee records.

5.02 The Office of the Fire Chief of the District shall provide the Committee with copies of all public financial documents of the District, as requested by the Committee, including but not limited to annual audits and financial reports.

## **SECTION VI MEMBERSHIP**

6.01 The Committee shall be composed of a minimum of three (3) and a maximum of five (5) members appointed by the Board after an open and public recruitment process. The Board may appoint more than five (5) members provided that any appointments beyond five (5) result in an odd number of active members serving at any one time. Members of the Oversight Committee shall be residents or property owners of the RHFPD Area and registered to vote. To ensure the Committee's independence, employees, officials, vendors, contractors, or consultants of the District are not eligible for voting or active membership on the Committee. Unless a Committee member is removed for cause, Committee members shall serve until their successor is appointed by the Board.

6.02 The Committee shall include at least:

1. One member who is a resident or property owner in Hercules and a registered voter; and
2. One member who is a resident or property owner in Rodeo and a registered voter.

6.03 A Committee member who no longer serves the group s/he was appointed to represent shall be allowed to complete his/her current term. However, that Committee member shall not be entitled to serve a subsequent term as a representative of that group.

6.04 Committee members may not hold any incompatible office or position during their term of membership, as those terms are defined in Article 4.7 of Division 4, of Title I (commencing with section 1125) of the Government Code, and shall abide by the conflict of interest prohibitions contained in the Political Reform Act (commencing with section 81000), Article 4 of Division 4, of Title I (commencing with section 1090) of the Government Code and with the Ethics Policy attached as Appendix I hereto. Any member shall disclose immediately any possible or potential conflict of interest to the Committee. A Committee member's failure to disclose any possible or potential conflict of interest when known will result in the member's removal from the Committee.

6.05 Committee members are not eligible to apply for contracts with the District until two (2) years after the expiration of the member's term.

6.06 Committee members shall receive no compensation for their service on the Committee.

**SECTION VII**  
**TERMS OF OFFICE**

7.01 Committee members are appointed by the Board for a term of two (2) years, except as provided in Section 8.02 or as otherwise provided herein. No member may serve more than three (3) consecutive terms or a maximum of six (6) consecutive years, whichever is less. The terms shall be staggered as set forth in Section 8.02 below. Should a member resign their position before their term matures, the Board will appoint a new member to complete the term. At the discretion of the Board, members serving partial terms may be reappointed to serve three complete terms at the conclusion of the partial term.

7.02 At the Committee's first meeting, members will draw lots in order to stagger the starting initial terms as follows:

1. One or Two of the members will serve an initial two-year (2) term, and,
2. Two or Three of the members will serve an initial three-year (3) term. *\*These numbers are dependent on the total number of Committee members*

7.03 The members serving the initial three (3) year term will be eligible for reappointment to no more than one additional two (2) year term at the discretion of the Board.

7.04 Should the Board increase the number of members on the Committee, the Committee will make the necessary adjustments to terms in order to once again have as close as possible to one-half of the members' terms maturing each year.

7.05 Following an absence of one year, any Committee member whose term has expired due to statutory term limits shall be eligible to serve again.

**SECTION VIII**  
**REMOVAL FROM OFFICE**

8.01 The Board may remove any Committee member, for cause, including but not limited to, failure to attend without reason acceptable to the Committee three (3) consecutive Committee meetings or for failure to meet the Committee's purpose or duties, or for a violation of the Brown Act, or, for failure to comply with the District's or Committee's Ethics Policy which can be found online on the District's website. Upon a member's removal, their seat shall be declared vacant. The Board, in accordance with the established appointment process, shall fill any vacancies on the Committee as soon as practicable.

**SECTION IX**  
**COMMITTEE RULES & PROCEDURES**

9.01 The Committee will meet at least twice per year and as often as it deems necessary to conduct its business, including holding special meetings to fill vacant positions of Chairperson, Vice

Chairperson and Secretary. The date upon which, and the hour and place at which, each such meeting shall be held shall be fixed by the Committee and posted on the District's website. To the extent permitted by the Brown Act, such meetings may be held by teleconference.

9.02 Special meetings and established subcommittee meetings may be called in accordance with the provisions of the Brown Act. To the extent permitted by the Brown Act, such meetings may be held by teleconference.

9.03 All meetings of the Committee shall be called, noticed, held and conducted subject to the provisions of the Brown Act. The Committee shall cause minutes of all meetings to be kept and shall, as soon as possible after the minutes of each meeting are approved by the Committee, but not later than 15 days after their approval, cause a copy of the minutes to be forwarded to District staff for posting on the District's website.

9.04 If meetings are held in person, any person physically appearing at the meeting and wishing to speak during the Public Comments section of the Committee's agenda, shall first complete a speaker request card and submit the card to the Committee Secretary prior to the public comments section of the agenda.

1. Individual speakers before the Committee shall have a three-minute time limit per item. The Chairperson may increase this time limit, taking into consideration the total number of additional speakers, length of meeting agenda and other relevant factors.

2. If a member of the audience has addressed the Committee on matters, which are not on the posted agenda for that meeting, members shall refrain from discussing such matters. If the non-agenda matter raised by a member of the public concerns an issue that is within the subject matter jurisdiction of the Committee, any member may request that the Committee vote to place that matter on a future agenda.

9.05 In the event of disorderly conduct by members of the public, the Committee may order the meeting room cleared pursuant to California Government Code §54957.9 if the members continue the disorderly conduct after a warning to discontinue the conduct.

9.06 A majority of the members of the Committee, but in no case less than three (3) members, shall constitute a quorum for the transaction of business.

9.07 Each member of the Committee shall be entitled to one vote to be entered in person. Members may not vote by absentee or proxy. No action shall be taken by members present and voting, unless a quorum is present.

9.08 Members are expected to attend all meetings.

9.09 Committee members shall complete and submit to the Clerk of the Board a California Fair Political Practices Commission Form 700 upon appointment, and annually thereafter. Committee members shall be held to the District's and Committee's Ethics policy and shall attend AB 1234 Ethics training.

## **SECTION X**

### **COMMITTEE OFFICERS**

10.01 The officers of the Committee shall be a Chairperson, Vice Chairperson, and Secretary.

10.02 The Chairperson and Vice Chairperson must be members of the Committee, and shall be

elected by a majority of the Committee at the organizational meeting, and first meeting of the calendar year each year thereafter. The Chairperson and Vice Chairperson shall serve for no more than four (4) years in their respective offices. The Secretary shall be elected by a majority of the Committee and need not be a member of the Committee.

10.03 In the event a Chairperson position is vacant, the Vice Chairperson shall assume the Chairperson position for the remainder of the unexpired term. In the event a Vice Chairperson is unable or unwilling to serve the remaining term in the Chairperson position, a majority of the Committee members shall elect a new Chairperson at the Committee's next meeting, or at a special meeting called for that purpose. If Vice Chairperson or Secretary positions are vacant, a majority of the Committee members shall elect the new persons for those positions at the Committee's next meeting, or at a special meeting called for that purpose.

10.04 The duties of the Chairperson are to:

1. Preside over Committee meetings.
2. Appear before the Board and other bodies to present and discuss the official actions of the Committee.

10.05 The duties of the Vice Chairperson are to:

1. Preside over Committee meetings in the absence of the Chairperson or if the Chairperson position is vacant.
2. Appear before the Board and other bodies to present and discuss the official actions of the Committee in the absence of the Chairperson or if the Chairperson position is vacant.

10.06 The duties of the Secretary are to:

1. Record and maintain minutes of all meetings of the Committee.
2. Distribute minutes of all meetings of the Committee to all Committee members, to the Board, and to District staff for posting on the District's website.
3. Review Committee meeting notices and agendas with the Chairperson. Distribute Committee meeting notices and agendas to all Committee members, to all other persons requesting copies of the agenda so that provisions of the Brown Act and Public Records Act are followed, and to District staff for posting on the District's website and physical location that is accessible to members of the public 24-hours a day.
4. Distribute Committee reports to Committee members, to the Board and to District staff for posting on the District's website.
5. Keep all documents officially received by the Committee in the course of its business, and forward copies of all such documents to the District staff.
6. Prepare all necessary correspondence of the Committee.
7. Arrange and coordinate meeting locations and teleconferences of the Committee

The Fire Chief may, in his or her discretion, provide an employee of the District to assist the Secretary with these functions, if staffing and budget allow.

## **SECTION XI**

## **AMENDMENTS**

11.01 These Bylaws shall become effective upon approval of the Board of Directors.

11.02 These Bylaws may be amended, changed, added to, or repealed by the Board. Additional or supplemental operational guidelines or procedures may be adopted by the Committee by a majority vote of all the members of the Committee, provided such additional or supplemental operational guidelines or procedures are not in conflict with these Bylaws, any Resolution or Ordinance of the Board, or any state law, including but not limited to the provisions of the Brown Act and the California Health & Safety Code.

## **SECTION XII**

### **TERMINATION**

12.01 The Committee shall initiate procedures to terminate and disband at the earlier of the date:

1. All Measure O proceeds have been expended, or
2. All Measure O revenues have been collected.

12.02 Once the District informs the Committee that either of the conditions described in 13.01 has occurred, the Committee shall prepare a final report of findings and recommendations to be presented and received by the Board at a regularly scheduled Board meeting.

12.03 Once the final report of findings and recommendations is presented to the Board, the Committee shall automatically terminate and disband. In no event shall the final report be presented to the Board more than 90 days after the Committee has been informed of the occurrence of either of the conditions set forth in section 12.01.

## ATTACHMENT C

### CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT MEASURE O INDEPENDENT OVERSIGHT COMMITTEE

#### ETHICS POLICY STATEMENT

This Ethics Policy Statement provides guidelines for committee members to follow in carrying out their roles. Not all ethical issues that committee members face are covered in this statement. However, this statement captures some of the critical areas that help define ethical and professional conduct for committee members. The provisions of this statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy, as well as the District's ethics policy, and any Board Policies and Procedures.

#### POLICY

**CONFLICT OF INTEREST** A committee member shall not attempt to influence a District decision related to: (1) any contract funded by Measure O proceeds or (2) any District project that will benefit the Committee member's outside employment, business, or personal finances or benefit an immediate family member, such as a spouse, child or parent.

**OUTSIDE EMPLOYMENT** A Committee member shall not attempt to influence a District decision related to any District project involving the interests of a person or entity with whom the member has an agreement concerning current or future employment, or remuneration of any kind.

**COMMITMENT TO UPHOLD LAW** A Committee member shall uphold the U.S. and California constitutions, the laws and regulations of the United States and the State of California and all other applicable government entities, and the policies, procedures, rules and regulations of the District.

**COMMITMENT TO DISTRICT** A Committee member shall place the interests of the District above any financial or business interests of the member.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** 26-971  
C.12.

**Agenda Date:** 3/17/2026

**Agenda #:**

---

**To:** Board of Supervisors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** claims

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

DENY claim filed by Emalee McNally for Decedent Roin Flynn.

### FISCAL IMPACT:

No fiscal impact.

### BACKGROUND:

Emalee McNally for decedent Roin Flynn: Personal injury claim for wrongful death of son in an amount to exceed \$25,000.

### CONSEQUENCE OF NEGATIVE ACTION:

Not acting on the claims could extend the claimants' time limits to file actions against the County.



# CONTRA COSTA COUNTY

1025 ESCOBAR STREET  
MARTINEZ, CA 94553

## Staff Report

---

**File #:** 26-1106  
C.13.

**Agenda Date:** 3/17/2026

**Agenda #:**

---

**To:** Board of Directors

**From:** Lewis Broschard, Chief, Contra Costa County Fire Protection District

**Report Title:** Donation of Surplus Equipment

Recommendation of the County Administrator  Recommendation of Board Committee

---

### RECOMMENDATIONS:

DECLARE as surplus, and AUTHORIZE the Fire Chief, or designee, to dispose of a Type 1 fire engine, and APPROVE the donation of the fire engine to the Suisun City Department in Solano County.

### FISCAL IMPACT:

There is no fiscal impact associated with the donation of this equipment, as the equipment has reached the end of its useful life with the District.

### BACKGROUND:

The Contra Costa County Fire Protection District (District) routinely surpluses outdated items that no longer have value. The District has determined unit 506, a 2007 Pierce Saber Type 1 fire engine, is no longer needed in the District. This vehicle was the property of the former East Contra Costa Fire Protection District and has been replaced with a newer Type 1 fire engine.

The Suisun City Fire Department is seeking assistance in securing a used Type I fire engine to serve as a critical backup unit for their fleet. With the addition of a second engine company, the Suisun City Fire Department no longer has a reserve engine available to support routine maintenance or unexpected mechanical failures. The Suisun City Fire Department staff is interested in receiving this engine for use in their Fire Department.

There would be no revenue associated with this transaction. If this vehicle were sold through a public surplus auction, a sale price of \$5,000 could be achieved, but it is not guaranteed. It is in the public interest for the Suisun City Fire Department to operate this fire engine that is no longer needed by the District.

### CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the District would not be able to donate this equipment.

**SIDE LETTER  
BETWEEN  
THE CONTRA COSTA COUNTY  
FIRE PROTECTION DISTRICT  
AND IAFF, LOCAL 1230**

This Side Letter is by and between the International Association of Firefighters (IAFF), Local 1230 ("Local 1230" or "Association") and the Contra Costa County Fire Protection District ("District"). This side letter is effective on the first day of the month in which the Board of Supervisors approves it.

This side letter amends the Memorandum of Understanding ("MOU") between the District and Local 1230 (July 1, 2023 – June 30, 2027) to add the newly established classification of Supervising Fire District Dispatcher 56-Hour (REHB) to Subsection 9.1 – Holidays Observed and Subsection 5.18 – Temporary Staff Assignment Differential, and adding a new Subsection 5.20 – Wage Adjustment Differential for Supervising Fire District Dispatchers differential and add the newly established classification of Supervising Fire District Dispatcher 40-Hour (REHA) as the sole classification eligible for the newly established differential.

The MOU shall be amended as follows:

**SECTION 5 – SALARIES**

***[Subsections 5.1-5.17 remain unchanged.]***

**5.18 Temporary Staff Assignment Differential.**

- A. Employees in the following 56-hour classifications: Firefighter (RPWA), Firefighter-Paramedic (RPWB), Fire Engineer (RPVC), Fire Captain (RPTA), Fire Engineer Paramedic (RPVF), ~~or Fire Captain Paramedic (RPTH)~~, or Supervising Fire District Dispatcher (REHB) who are placed in a corresponding 40-hour work week Temporary Staff Assignment, shall receive a pay differential in the amount of fifteen percent (15%) of base pay (excluding differentials) and will last for the duration of the 40-hour work week assignment.
- B. The District shall only utilize the 40-hour work week Temporary Staff Assignment differentials with employees who are serving the District in a Firefighter Training Academy assignment, in a Crew 12 supervisor assignment, or in an administrative program-based assignment approved by the Fire Chief. No more than ~~nine~~ eight (8) such assignments shall exist at any one time. Assignment to and removal from these Temporary Staff Assignments are at the discretion of the District.
- C. The Temporary Staff Assignment differential excludes: those employees who do not meet the aforementioned criteria; the classification of Firefighter Recruit, Firefighter - Paramedic Recruit; employees regularly working a 40-hour work week; USAR and FEMA deployments; and those employees regularly working a 56-hour assignment who are working a light-duty schedule or are otherwise already

temporarily working a 40-hour schedule.

**[Subsection 5.19 remains unchanged.]**

**5.20 Wage Adjustment for Holiday Reduction for Supervising Fire District Dispatchers.** Employees who are placed in the Temporary Staff Assignment in Subsection 5.18 for the Supervising Fire District Dispatcher assignment and are placed in the classification of Supervising Fire District Dispatcher – 40-Hour (REHA) shall receive a monthly differential in the amount of five percent (5%) of the base rate of pay for the Supervising Fire District Dispatcher – 40-Hour (REHA) classification, excluding differentials, for the duration of the 40-hour work week assignment. This differential is in recognition of the loss in compensation the Supervising Fire District Dispatchers working in this assignment experience due to the loss of Holiday Pay, the unique schedule and compensation structure for the 56-Hour Supervising Dispatchers, and the classifications' ineligibility for the 7k FLSA exemption.

**SECTION 9 - HOLIDAYS**

**9.1 Holidays Observed.** The District will observe the following holidays:

- A. January 1st, known as New Years Day  
Third Monday in January, known as Dr. M. L. King Jr. Day  
Third Monday in February, known as Presidents Day  
February 12th, known as Lincoln's Day  
The last Monday in May, known as Memorial Day  
July 4th, known as Independence Day  
First Monday in September, known as Labor Day  
September 9th, known as Admission Day  
Second Monday in October, known as Columbus Day  
November 11th, known as Veteran's Day  
Fourth Thursday in November, known as Thanksgiving Day  
The Friday after Thanksgiving Day  
December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

- B. Employees in the classifications of Fire Captain-56 Hour (RPTA), Fire Captain-Paramedic-56 Hour (RPTH), Fire Engineer-56 Hour (RPVC), Fire Engineer-Paramedic-56 Hour (RPVF), Firefighter-56 Hour (RPWA), Firefighter-Paramedic-56 Hour (RPWB), Fire Investigator-56 Hour (RJWH), Fire District Dispatcher (REWA), ~~and~~ Senior Fire District Dispatcher-56 Hour (RETA), and Supervising Fire District Dispatcher – 56-Hour (REHB), will receive twelve (12) hours of holiday pay for each holiday listed in Section 9.1.A above. Employees on a regular 40-hour weekly schedule will observe (day off work) each holiday listed in Section 9.1.A, above, with no reduction in pay.

**[The remainder of Section 9 remains unchanged.]**

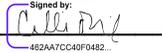
This Side Letter will remain in effect for the term of the current MOU between the Parties. The terms of the side letter will be incorporated into the successor MOU unless otherwise negotiated by the Parties. All other terms and conditions of the current MOU between the District and Local 1230 (July 1, 2023-June 30, 2027) remain unchanged by this Side Letter.

**Date:** 2/17/2026

**Contra Costa County Fire District:**  
(Signature / Printed Name)

	/	Aaron McAlister
	/	Rebecca Cox
	/	

**IAFF, Local 1230:**  
(Signature / Printed Name)

	/	vince wells
	/	collin o'Neil
	/	