

**PLACER COUNTY
OFFICE OF EMERGENCY SERVICES**

M E M O R A N D U M

To: Honorable Board of Supervisors

From: David Boesch, County Executive Officer
by: Rui Cunha, Assistant Director of Emergency Services

Date: July 23, 2013

Subject: Approve CEO signature authority for the multi-year Truckee Fire Protection District contract #12399.

ACTION REQUESTED

Approve CEO signature authority for the multi-year Truckee Fire Protection District contract #12399.

BACKGROUND

Since 2001, the Truckee Fire Protection District (District) has provided stationing, staffing and operational management of the Hazardous Materials (Hazmat) Response Team covering the eastern end of Placer County. To date, the District has been paid \$20,000 annually under terms of an agreement signed each year by the County Executive Officer.

The administrative elements of this latest agreement have been modified to lengthen the period of time for which the agreement is valid. All staffing, stationing and operational elements remain unchanged, and as now written, it sets a term of five years in which the District will provide the agreed services at a rate of \$20,000 per year and an overall contract amount of \$100,000 requiring Board delegation of signing authority.

Contract #12399 was signed by the CEO on April 1, 2013. In coordination with the County Auditor's office this action is necessary to make payments for services this past and future fiscal years.

FISCAL IMPACT

None

Attachment:

Signed Agreement between Placer County and the Truckee Fire Protection District

12399-A

**AGREEMENT
BETWEEN
THE COUNTY OF PLACER
AND
THE TRUCKEE FIRE PROTECTION DISTRICT**

**Amendment No. 1
Contract No. 12399**

WHEREAS, Placer County (COUNTY) and Truckee Fire Protection District (DISTRICT) entered into a contract dated July 1, 2007, whereby operational management of the Eastern Division Interagency Hazardous Materials Response Team, hereinafter referred to as "TEAM;" would be provide by DISTRICT; and

WHEREAS, DISTRICT is qualified and willing to perform such services; and

WHEREAS, the activities and operations covered by this agreement are under the principal guidance of the Hazardous Materials Response Annex to the Placer County Emergency Operations Plan, a document to which DISTRICT has already indicated agreement; and

WHEREAS, the parties now desire to amend said contract.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

- A. That paragraph 4.0 of the original contract, entitled *Date of Completion*, is hereby amended to increase the original term limit of the agreement to June 30, 2017.**
- B. That section 1.0 paragraph C of the original contract is herby amended to read, "Members should attend 75% of all scheduled meetings, training, drills and exercises to retain membership on the TEAM."**

Except as specifically modified above, all of the remaining terms and conditions of the Agreement shall remain and continue in full force and effect.

1.0 OPERATIONAL MANAGEMENT SERVICES

DISTRICT agrees to provide operational management of and contribute personnel to the Eastern Division Hazmat Team (TEAM) in accordance with the following information and direction:

- a) The TEAM, comprising personnel from multiple entities, operates as a Placer County Interagency Hazardous Materials Response Team to provide technical services at the scene of hazardous materials incidents within a specified area of eastern Placer County. This coverage is also extended to the response areas of those participating entities that cover certain areas outside of Placer County.
- b) DISTRICT will assure that personnel assigned to the TEAM are trained to the "Hazardous Materials Technician" or "Hazardous Materials Specialist" level

pursuant to State of California statutes and regulations. Furthermore, DISTRICT will be responsible for verifying completeness of the training, certification, and physical examination of any applicant to the TEAM. DISTRICT request approval of COUNTY Office of Emergency Services (OES) prior to any qualified and certified applicant's accession to TEAM.

- c) TEAM members must complete 24 hours of annual training in accordance with State of California statues and regulations, and it shall be the responsibility of the respective employers of TEAM members to ensure compliance and provide proof of training to OES if requested. Members must attend 75% of all scheduled meetings, training, drills and exercises to retain membership on the TEAM.
- d) The Placer County Emergency Operations Plan (PLAN) establishes the policies and responsibilities, regardless of jurisdiction, required for the protection of the health and safety of the population, public and private property, and the environment from the effects of the hazardous materials incident.
- e) The PLAN establishes the hazardous materials incident response organization and operational concepts/incident management procedures for the COUNTY, and TEAM agrees to abide by the same organization and management procedures.
- f) The geographic response area of the TEAM is, per the PLAN, that area of the COUNTY from Cisco Grove east to the Nevada State Line. This coverage is also extended to the response areas of those participating entities that cover certain areas outside of Placer County. The TEAM hazmat vehicle, for which DISTRICT will be responsible for storing, maintaining and providing other logistical equipment for it and any associated equipment, will be based at the Truckee-Tahoe Airport.
- g) Daily operations and general oversight of hazardous materials responses within its geographic response area is the responsibility of the DISTRICT.

2.0 ADMINISTRATION

- a.) Hazardous materials program administration and oversight of TEAM, its equipment, and the efficacy of its responses to hazardous materials incidents is the responsibility of COUNTY.
- b.) COUNTY agrees to reimburse DISTRICT an annual amount of \$20,000 for operational management of the TEAM, the hazmat vehicle and any ancillary hazmat equipment. Payment by COUNTY will be in two installments of \$10,000 each in December and May of each year, commencing in May, 2007 upon receipt of DISTRICT invoice. Additional stipulations are as follows:
 - TEAM hazmat vehicle is provided by COUNTY. Maintenance, logistics and replacement of all expendable equipment used in any hazardous materials incident are the responsibility of DISTRICT.
 - Grant applications related to hazardous materials response and equipment funding will be coordinated with established COUNTY grant applications processes.

- DISTRICT will maintain all required local hazardous materials records pertaining to personnel, drills, incident response, physical examinations, training and exercise participation as required by applicable State and Federal law. Records are to be forwarded to COUNTY OES, as requested.
- DISTRICT is responsible for preparing, processing, submitting and tracking all bills and invoices for those incidents in which a responsible party was billed. Copies of all bills will be forwarded to COUNTY OES, and upon payment by the responsible party, DISTRICT will disburse payment to all responding agencies in accordance with established COUNTY disbursement procedures.

3.0 AMENDMENT

Said agreement may be amended only upon receipt of written concurrence of both COUNTY and DISTRICT.

4.0 DATE OF COMPLETION

This agreement commenced on July 1st 2007 and shall remain in effect until June 30th, 2012 or until cancelled by either party consistent with section 10.0.

5.0 AMOUNT OF PAYMENT

COUNTY will pay a sum of **\$20,000** to DISTRICT as full payment for all services set forth herein.

6.0 PAYMENT SCHEDULE

Payment shall be made to DISTRICT in the amount of **\$10,000** in both May and December of each year for services provided during that calendar year.

7.0 RECORDS

DISTRICT shall maintain detailed records of those activities listed above, and COUNTY shall have the right to inspect such records after any reasonable notice of intent to inspect.

8.0 NON-ASSIGNABILITY

This Agreement and the rights and duties herein shall not be assigned in whole or in part without the express written consent of COUNTY, although DISTRICT may assign specific tasks on specific incidents to landowners and other responsible persons or entities.

9.0 LOCATION OF WORK

All services performed by DISTRICT are to be performed within the geographic boundary set out in paragraph 1f) above.

10.0 CANCELLATION

This Agreement may be canceled by COUNTY or DISTRICT upon the giving of sixty (60) days advance written notice. Such notice shall be personally served or given by United States Mail. DISTRICT shall not be required to refund any payment in the event of COUNTY cancellation of this agreement. DISTRICT shall refund prorated full payment in the event of its cancellation of this agreement.

11.0 INSURANCE

DISTRICT shall file with COUNTY a Certificate of Insurance, with companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing the following coverage:

- A. **Workers' Compensation and Employers' Liability Insurance**
- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - 2) If there is an exposure of injury to DISTRICT'S employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - 3) Each Worker's Compensation policy shall be endorsed with the following specific language:
"Cancellation Notice: This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to COUNTY."
 - 4) DISTRICT shall require all sub-Contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.
- B. **General Liability Insurance**
- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of DISTRICT, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by DISTRICT in this Agreement.
 - 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).
 - 3) If DISTRICT carries a *Comprehensive General Liability* policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a) One million dollars (\$1,000,000) each occurrence;
 - b) One million dollars (\$1,000,000) aggregate.
 - 4) If DISTRICT carries a *Commercial General Liability (Occurrence)* policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
 - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
 - 5) *Special Claims Made Policy Form Provisions:*

DISTRICT shall not provide a *Commercial General Liability (Claims Made)* policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by DISTRICT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a *claims made* policy.

C. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"The County, its officers, agents, employees and volunteers, and the County of Placer, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."

"The Insurance provided by DISTRICT, including any excess liability or umbrella form coverage, is primary coverage to the COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY, and no insurance held or owned by COUNTY shall be called upon to contribute to a loss."

"This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to COUNTY."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors and Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than \$1,000,000 dollars (\$2,000,000 in aggregate). (This coverage is not required unless an amount is indicated.)
- 2) The insurance coverage provided by DISTRICT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a *claims made* policy.

12. **INDEMNITY**

DISTRICT hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by DISTRICT arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of DISTRICT) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or

agreement. DISTRICT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of DISTRICT. DISTRICT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against DISTRICT or COUNTY or to enlarge, in any way, DISTRICT'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from DISTRICT'S performance pursuant to this contract or agreement. As used above, the term "COUNTY" means Placer County or its officers, agents, employees and volunteers.

13. **CONTRACTOR NOT AGENT**

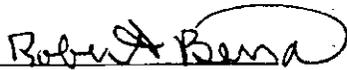
Except as COUNTY may specify in writing, DISTRICT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. DISTRICT shall have no authority, express or implied pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

14. **ASSIGNMENT PROHIBITED**

DISTRICT may assign its rights and obligations under this Agreement only.

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

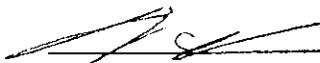
**TRUCKEE FIRE PROTECTION
DISTRICT**


Robert W. Bena
Fire Chief

PLACER COUNTY


David Boesch
County Executive Officer

Approved as to form:

 County Counsel

