

**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: John McEldowney, Program Manager, Office of Emergency Services

Date: June 2, 2015

Subject: Fire Protection Agreement with the City of Colfax and Placer County

ACTION REQUESTED

1. Approve a three year Fire Protection Agreement between Placer County and the City of Colfax for FY 2015-18 in the amount not to exceed \$91,440 over three years, or \$30,480 in any one year, for Fire Protection services to the City of Colfax.
2. Authorize the Board Chairman to execute the Agreement on behalf of the County.

BACKGROUND

This agreement will provide fire protection services to the City of Colfax in the form of safety and training, management and administration, stability of command and control, readiness to respond, and Fire Marshall Service. The main purpose of this agreement is to provide management and oversight of the City of Colfax Fire Department and its operations.

Although this agreement has historically been executed on an annual basis, this agreement covers a three year term given that the terms and scope of services remain the same year over year.

FISCAL IMPACT

There is no fiscal impact to the County.

Attachment

Resolution No: 15-2015, City of Colfax City Council
Fire Protection Agreement - County of Placer and City of Colfax

City of Colfax
City Council

Resolution № 15-2015

**AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRE PROTECTION AGREEMENT
WITH THE COUNTY OF PLACER FOR FIRE MANAGEMENT AND OVERSIGHT SERVICES
FROM JULY 1, 2015 TO JUNE 30, 2018**

WHEREAS, the City previously contracted for Fire Management and Oversight Services for the Colfax Fire Department with the County of Placer through CalFire; and,

WHEREAS, the City Council also contracted for Fire Marshal Services with the County of Placer through CalFire; and,

WHEREAS, the City has had outstanding services provided by the County of Placer and appreciates the interagency support; and,

WHEREAS, the County of Placer has indicated its willingness to continue to contract said services,

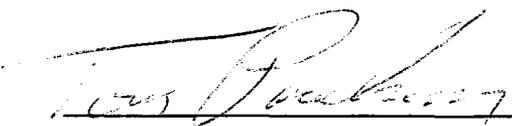
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax as follows:

The Mayor and City Manager are hereby authorized to:

1. Execute on behalf of the City, the Fire Protection Agreement between the County of Placer for fiscal years 2015-2018 in the form attached to this Resolution,
2. Appropriate, encumber and expend all funds required of it under said Agreement,
3. Execute all other documents necessary to implement that Agreement.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the day 13th Day of May, 2015 by the following roll call vote of the Council:

AYES:	Delfino, Harvey, Hesch, Parnham
NOES:	None
ABSTAIN:	None
ABSENT:	Douglass


Tom Parnham, Mayor Pro Tem

ATTEST:



Lorraine Cassidy, City Clerk

**FIRE PROTECTION AGREEMENT
2015-2018
County of Placer and City of Colfax**

I. PARTIES TO THIS AGREEMENT:

County of Placer and the City of Colfax

II. BACKGROUND AND PURPOSE:

By its unanimous action on February 27, 2001 the Colfax City Council indicated its desire to have the County of Placer, through its fire protection provider the California Department of Forestry and Fire Protection (CAL FIRE) provide management and operational oversight of the City of Colfax Fire Department. The purpose of this document is to continue the Agreement between the Parties for the County of Placer to provide contractual management and oversight of the City of Colfax Fire Department and its operations.

III. TERM:

The term of this contract is July 1, 2015 through June 30, 2018.

IV. COSTS:

The County of Placer, through its contract with CAL FIRE, will provide certain fire protection services described herein to the City of Colfax. The services indicated in Section V, paragraphs A-D below in the areas of fire protection management and oversight will be provided at an annual cost not to exceed \$21,500. In addition, CAL FIRE will provide Fire Marshal services (Section V, paragraph E), up to 12 hours/month, to be billed at the current hourly rate at the time of service, the annual total cost not to exceed \$8,980. Fire Marshal services will be billed quarterly based on actual services performed. (Fire Marshal billing information, itemized by project, is to be provided to City of Colfax on a monthly basis.)

For the services specified within this Agreement, the City of Colfax will reimburse the County of Placer \$30,480 per year or \$91,440 over the course of the three year contract. The parties understand that these services will be billed on an hourly basis up to the maximum annual amount set out in this Agreement.

V. SCOPE OF SERVICES:

A. Safety and Training

Training will be provided to the City of Colfax Volunteer Firefighters utilizing the CAL FIRE/Placer County Fire Colfax Battalion Chief and other instructors. Training will be conducted to assure attainment of the minimum basic skill level and meet state and federal legal requirements for firefighting operations.

The City's fire facilities, vehicles, and equipment will be maintained and upgraded as resources allow.

B. Management and Administration

The Colfax City Council will retain local governance of the Fire Department.

The Fire Chief for the City of Colfax will be the CAL FIRE/Placer County Fire Colfax Battalion Chief for the duration of the contract, shall be considered the City Fire Chief, and will report directly to the Colfax City Manager. If the currently assigned individual departs for any reason, CAL FIRE/Placer County Fire will consult with the City of Colfax on his replacement. No individual will be assigned as Fire Chief without consultation with the Colfax City Manager.

Volunteers serving as firefighters for the City of Colfax Fire Department shall be retained as City volunteers.

The contracted Fire Chief will take direction from the City Manager and implement the policies of the Colfax City Council.

The contracted Fire Chief will make recommendations on fire department organizational structure and personnel issues to the City Manager and City Council.

The contracted Fire Chief will pursue funding opportunities to help purchase equipment for the benefit of the Colfax Fire Department in providing public safety services.

The contracted Fire Chief will oversee and evaluate the spending practices of the fire department and make recommendations to the City Council.

C. Stability of Command and Control

As previously noted, for the duration of this contract, the City of Colfax Fire Chief shall be the CAL FIRE/Placer County Fire Colfax Battalion Chief.

The contracted Fire Chief shall have the authority to exercise those fire department management and operational duties and responsibilities commensurate with overall command of the department and its operations, as authorized by unanimous action of the Colfax City Council on February 27, 2001.

The contracted Fire Chief will assume command of those fire-related emergency incidents occurring within the City of Colfax.

D. Readiness to Respond

The contracted Fire Chief will continually evaluate the response protocols of the Fire Department and make recommendations to the City for implementation of the changes necessary to provide effective emergency services to the public.

E. Fire Marshal Services

CAL FIRE/Placer County Fire will provide fire protection planning services to the City of Colfax, as requested. The services include, but are not limited to:

- Plans Review.
This involves the analysis and approval of plans, specifications, and construction documents for buildings, processes, operations, and fire protection systems and equipment to ensure they meet the intent of applicable codes and standards currently in effect in the City of Colfax.
- Fire Inspection.
Given a performance-based design, evaluate compliance of life safety systems and building services equipment with construction documents to ensure they are installed, inspected, and tested to perform as described in accompanying engineering documents and operations and maintenance manuals. Ensure all deficiencies are identified, documented, and reported in accordance with the policies of the City of Colfax.

VI: INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CITY OF COLFAX hereby agrees to protect, defend, indemnify, and hold PLACER 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 PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) 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, the contract or agreement. CITY OF COLFAX agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CITY OF COLFAX. CITY OF COLFAX 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 CITY OF COLFAX or the COUNTY or to enlarge in any way the CITY OF COLFAX'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY OF COLFAX'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. INSURANCE:

CITY OF COLFAX shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

1. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's 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.

If there is an exposure of injury to CITY OF COLFAX'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CITY OF COLFAX.

CITY OF COLFAX shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2. GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CITY OF COLFAX, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CITY OF COLFAX in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CITY OF COLFAX 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:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CITY OF COLFAX carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

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

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CITY OF COLFAX shall contain language providing coverage up to one (1) year 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.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

3. ENDORSEMENTS:

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

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CITY OF COLFAX, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

4. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

5. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CITY OF COLFAX shall be responsible for all deductibles in all of the CITY OF COLFAX's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CITY OF COLFAX's Obligations - CITY OF COLFAX's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CITY OF COLFAX shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY OF COLFAX's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CITY OF COLFAX to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Executed as of the day first above stated:

Chair	Date
Board of Supervisors	
<i>Kim A. Douglass</i>	<i>5/15/2015</i>
Kim A. Douglass	Date
Mayor	

APPROVED AS TO FORM:

County Counsel	Date

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