

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office-Office of Emergency Svcs

BOARD AGENDA # *B-6

Urgent

Routine

AGENDA DATE February 6, 2007

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Adopt the Recommendation of the Stanislaus County Fire Authority to Enter Into a Contract with Salida Fire Protection District to Provide Fire Training Coordinator Services Through the Less Than Countywide Fire Tax

STAFF RECOMMENDATIONS:

Approve the Contract for Fire Training Coordinator with the Salida Fire Protection District.

FISCAL IMPACT:

The Salida Fire Protection District presented a proposal to provide Fire Training Coordinator Management for \$155,745.75 annually for a period of five years, with an annual cost of living increase of no more than 4%. In addition, Salida Fire proposed the purchase of a vehicle for \$30,000. It is estimated that the total cost over the life of the contract will be \$873,565. Funding for this contract will come from the Less Than Countywide Property Tax. The Less Than Countywide Property Tax revenue is estimated at \$1,113,355 for Fiscal Year 2006-2007 and is expected to fund all aspects of the Fire Authority Business Plan, which includes fire prevention services, fire investigation, finance/administration, communications, training and special operations. There will be no increased cost to the General Fund associated with this recommendation.

BOARD ACTION AS FOLLOWS:

No. 2007-91

On motion of Supervisor Grover, Seconded by Supervisor Mayfield

and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, and DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: Chairman O'Brien

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION: THIS ITEM WAS REMOVED FROM CONSENT AND PLACED ON THE NON-CONSENT CALENDAR

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

On October 11, 2005, the Board of Supervisors approved a Joint Powers Agreement to establish the Stanislaus County Fire Authority. The Fire Authority was formed to oversee the regional services provided under the Less-than Countywide Fire Tax contract. The Fire Authority Board, made up of representatives of every fire agency in the County, was given the responsibility of advising the Board of Supervisors on the optimum use of these funds to support the fire service in Stanislaus County.

On May 25, 2006 the Fire Authority formally adopted their 2006-2007 business plan, which identified services to be provided, as well as performance expectations and funding. The business plan focuses on six priority services that will support those fire agencies participating in the Stanislaus County Less Than Countywide Fire Tax program. The Business Plan was presented and approved by the Board of Supervisors on June 27, 2006 (2006-521). The focus of this agenda item is the Fire Training Coordinator service.

For firefighters, adequate training is the most critical component of efficient, effective, and safe emergency response. There is a tremendous need for the coordination of a county-wide training system that brings proficiency, standardization and certification. The Fire Authority recognized this need and identified a training coordinator as a priority in its business plan.

The Fire Authority developed and approved performance expectations for the contracted position. Some examples of duties that this position will fulfill are: Develop a recommended countywide training program, identify mandated training requirements of all regulatory agencies, develop curriculum and delivery methods for identified mandates for all county fire agencies, and assist in tracking agency training, maintain and update training certifications and qualifications records, seek alternative funding sources for training delivery, and serve as fire service liaison to the Regional Training Center.

On November 2, 2006 the Fire Authority reviewed proposals from the Salida Fire Protection District and the Oakdale City Fire Department for the provision of Fire Training Coordinator services. The Salida proposal, which is included with this agenda item, provided a comprehensive plan to encompass the training needs of all districts and departments in the county. Salida Fire Protection District expressed their vision of developing a training platform and strategy that recognizes and supports all of the different levels of service provided within the County. The Salida plan included all of the performance expectations and a curriculum outlined in the Fire Authority Business Plan.

On January 4, 2007 the Fire Authority voted to approve the Salida proposal. Therefore, the Fire Authority recommends that the Stanislaus County Board of Supervisors

Approval to Adopt the Recommendation of the Stanislaus County Fire Authority to Enter Into a Contract with Salida Fire Protection District to Provide Fire Training Coordinator Services Through the Less Than Countywide Fire Tax
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approve the contract for Fire Training Coordinator with the Salida Fire Protection District.

POLICY ISSUE:

The Board is asked to consider whether approval of this request supports the Board's priorities of a safe community, effective partnerships, and efficient delivery of public services.

STAFFING IMPACT:

There is no staffing impact associated with this recommendation.



P.O.Box 1335 Salida, CA 95368 * ph:209.545.0365 * fax:209.545.3840 * www.salidafire.com

January 18, 2007

Mr. Rick Robinson, Chief Executive Officer
County of Stanislaus
1010 10th Street, Suite 6800
Modesto, CA 95354

RE: Fire Authority / Salida Fire District Training Contract

Dear Mr. Robinson,

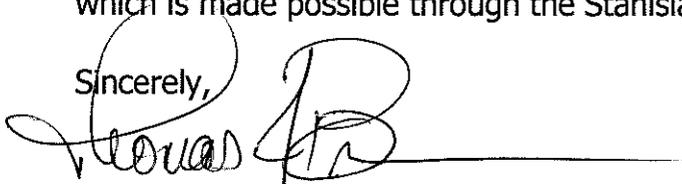
At a properly noticed meeting of the Salida Fire Protection District ("District") the enclosed Agreement, a matter on the agenda, was approved unanimously by the District Board of Directors.

District Counsel advised that the reference in the Agreement to the "County Fire Protection District" is with respect to a local government entity of which neither the County Clerk, the Clerk of the Board of Supervisors, nor the Registration Office of the Secretary of State's office has a record.

Accordingly, the District assumes that the Agreement references to the County Fire Protection District are to the County.

The District looks forward to this opportunity in supporting a regional concept, which is made possible through the Stanislaus County Fire Authority JPA.

Sincerely,



Thomas Burns,
Board Chairperson

AGREEMENT TO PROVIDE CERTAIN LESS THAN COUNTY-WIDE FIRE SERVICES

This Agreement to Provide Certain Less Than County-wide Fire Services (the Agreement) is made and entered into by and between the County of Stanislaus (County) and Salida Fire Protection District (Contractor) on February 1, 2007 (The Agreement Effective Date).

Introduction

A. The County Fire Protection District was established to provide throughout Stanislaus County, except for the Cities of Modesto and Turlock, non-emergency fire protection services including, among other things, organizing fire districts, fire prevention, development and building plan review, arson investigation, administrative support (e.g., SB-90 claims, ICS coordination, policy development), mutual aid coordination, and assistance in training fire district firefighters (hereafter Less Than County-wide Fire Services).

B. By Joint Powers Agreement dated November 1, 2005, the County and fire agencies in Stanislaus County, including the Contractor, established the Stanislaus County Fire Authority (Fire Authority) as an advisory body to the Stanislaus County Board of Supervisors for the purpose of making recommendations on issues of common concern among the fire agencies, including the allocation and use of the Less Than County-wide Fire Tax (Fire Tax), which is used to fund the Less Than County-wide Fire Services.

C. The Fire Authority considered what Less Than County-wide Fire Services should be provided during the current fiscal year, and recommended to the Board of Supervisors that it enter into an agreement with the Contractor to provide specified services in accordance with the spending plan presented by the Contractor, which, by this reference, is made part of this Agreement.

D. The County and Contractor desire to document the terms and conditions for providing Less Than County-wide Fire Services during the current fiscal year as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Under the direction of the Fire Authority, the Contractor shall provide the Fire Training Coordinator services to the Districts and Cities currently contributing to the Fire Tax, in accordance with the Fire Authority Business Plan adopted by the Stanislaus

County Board of Supervisors on June 27, 2006, and the Contractor's proposal for providing services, all of which are incorporated herein by reference, and the Stanislaus County Fire Authority Fire Training Coordinator Performance Expectations attached hereto as Exhibit A. Contractor shall be subject to an annual performance review.

1.2 Services and work provided by the Contractor under this Agreement shall be performed in a timely manner consistent with the requirements, standards and guidelines established by applicable federal, state and local laws, ordinances, regulations and resolutions.

2. Compensation

2.1 The Contractor shall receive total compensation in the amount of \$155,745.75 per year. Additionally, each year on July 1 following the Agreement Effective Date, the amount of total compensation shall be increased by a factor of 4%. However, in any year that the inflation rate, based upon the 12-month change in the U.S. City Average Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W Not Seasonally Adjusted") for the month of March as published by the U.S. Department of Labor, Bureau of Labor Statistics, exceeds 4% the County and the Contractor may reopen the annual adjustment for discussion and or negotiations.

2.2 The Contractor shall be compensated for services provided in accordance with the payment schedule set forth in the Contractor's proposal, or one-twelfth of the total compensation if there is no payment schedule, not to exceed the total amount set forth in the approved proposal for those services and adjusted annually on July 1. Contractor shall provide the County with a monthly statement that generally describes the services performed during the payment period. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. A copy of each invoice shall be provided to the Fire Authority by the County. The County shall pay each invoice within 30-days of receipt.

2.3 The total annual compensation owed to the Contractor will be adjusted to facilitate the purchase of a vehicle during the first year of this agreement, based upon the Contractor's proposal to purchase a \$30,000 vehicle for providing the services defined in this contract.

2.4 The parties understand and agree that the compensation paid to the Contractor for services under this agreement are intended to be paid exclusively or primarily from the Fire Tax, that the County shall not be obligated to make any payment hereunder except out of revenue from the Fire Tax, and that the County is not liable to maintain any funding source out of its General Fund or by tax levies other than the Fire Tax.

2.5 The purchase of capital assets needed or used by the Contractor for providing services under this Agreement shall be paid for by The Contractor at its sole cost and expense, and Contractor shall not be entitled to any additional compensation under this Agreement. The Fire Authority, in accordance with the Joint Powers

Agreement, may consider and recommend to the County, the purchase of capital assets in the name of the County that will be used by the Contractor to provide the Less Than County-wide Fire Services under this Agreement and, if approved, such assets will remain the property of the County. The terms and conditions of the Contractor's use of any capital asset purchased by the County shall be set forth in an addendum to this Agreement.

2.6 Except as otherwise expressly provided in this Agreement or any amendment to this Agreement, Contractor shall not be entitled to nor receive from the County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.

3. Term

3.1 The term of this Agreement shall be for a period of five (5) years from the Agreement Effective Date of February 1, 2007. At the start of the fifth year of the term, the parties will cooperatively work with the Fire Authority to determine if this Agreement will be renewed for an additional five-year term, which determination shall be made at least six months prior to the end of the five-year term. If the determination to renew is not made by that time, this Agreement will continue on a month to month basis on the same terms and conditions for a period of six months after the determination is made by the Fire Authority to not renew this Agreement.

3.2 Either party may terminate this agreement without cause upon six months written notice to the other party. Either party may terminate this agreement for cause after providing the other party with notice of deficiency and a reasonable opportunity to cure any default. Termination of this Agreement shall not affect the County's obligation to reimburse Contractor for all costs or expenses actually and necessarily incurred by Contractor as provided in Section 2 of this Agreement, subject to any applicable setoffs.

3.3 This Agreement shall terminate automatically on the occurrence of the bankruptcy or insolvency of either party.

4. General Terms and Conditions

4.1 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

Stanislaus County: Gary Hinshaw
County Fire Warden
Stanislaus County Fire Warden's Office
3705 Oakdale Road
Modesto, CA 95357

Contractor: Dale Skiles
Fire Chief
Salida Fire Protection District
P.O. Box 1335
Salida, CA 95368

4.2 Indemnity. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, its elected officials, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

4.3 Status of Contractor. All acts of the Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in the Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

4.4 Nondiscrimination. During the performance of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. The Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

4.5 Assignment. This is an agreement for the services of the Contractor. The County has relied upon the skills, knowledge, experience and training of Contractor's employees as an inducement to enter into this Agreement. The Contractor shall not assign or subcontract this Agreement without the express written consent of County.

Further, the Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

4.6 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties herein with respect to the subject matter of this Agreement and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

4.7 Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

4.8 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

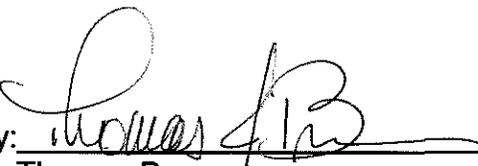
Signatures on Following Page

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

SALIDA FIRE PROTECTION DISTRICT

By: 
Richard Robinson
Chief Executive Officer

By: 
Thomas Burns
Board Chairman

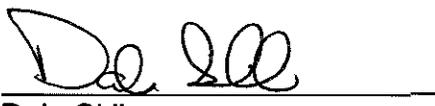
"County"

"Contractor"

APPROVED AS TO FORM:
Stanislaus County Fire Warden's Office

APPROVED AS TO FORM:

By: 
Gary Hinshaw
County Fire Warden

By: 
Dale Skiles
Fire Chief

APPROVED AS TO FORM:
Michael H. Krausnick
County Counsel

APPROVED AS TO FORM:
William D. Ross
District Counsel

By: 
John P. Doering
Assistant County Counsel

By: _____
William D. Ross
Attorney for Contractor



Stanislaus County Fire Authority

FIRE TRAINING COORDINATOR PROPOSAL

November 2, 2006

Executive Summary

The Salida Fire Protection District (SFD) is pleased to present this proposal to provide fire training coordinator services to the fire agencies within Stanislaus County and who are members of the Fire Authority. SFD recognizes that the world of training in the fire service has changed significantly over the last decade. The simple service demands of an organization and its personnel have evolved today into what we classify as complex service demands. Meanwhile, budgets have not increased proportionately to offset the costs of training and call volumes are increasing exponentially throughout the county.

Understanding the challenges is one of the first hurdles in which we at SFD have been working to define internally. Throughout the past several years we have transitioned from defined training hours into focusing on proficiency of skills for personnel. This method has proven to be very successful for the different platforms supported within; full-time, reserves, and volunteers.

SFD believes a similar method within our county must be considered as is being done throughout the state. It is important to recognize that there has been a paradigm shift in training and education and so should be the case in our system to deliver such. One of the state's strategies is to answer four basic questions for planning:

- Where are we now?
- Where do we want to be?
- How do we get there?
- How do we measure our progress?

We feel it is important for us to consider the same questions. In doing so, it will provide for a county-wide training plan that is robust, effective, deliverable, and able to respond effectively to an ever-changing fire service environment.

Project / Service Approach

For years SFD has played an active role in many county-wide training programs. We are confident that we have a broad understanding of the different levels of services being provided as well as service types and platforms offered (paid, combination, and volunteer). Bringing success to a county-wide training program can not be obtained alone through this endeavor; it must be one that is accepted regionally by all agencies involved. SFD is committed to recognizing the need for a plan that identifies, defines, and describes a model and presents it in a way that brings opportunity and success to your department.

Our mission is not only to meet the performance expectations identified and adopted by the Fire Authority, but to exceed them. There is a tremendous need for coordination of a county-wide training system that brings proficiency, standardization and certification. As of today, SFD offers you four (4) state-certified instructors, with two of them regularly instructing at MJC through the RFTC. Our agency's training goal for the past couple of years has been to provide training and certification at a basic level to all personnel. We bring this at a level of two (2) instructors deep for most all of the classes. Listed are some of the classes in which SFD personnel can instruct and certify:

Fire Control 1, 2, &3	S-190 Intro to Wildland Fire Behavior
Auto Extrication	River Flood Rescue
Emergency Care of the Sick and Injured	Confined Space Awareness
First Responder – Medical	Haz Mat First Responder Awareness
EMT	Haz Mat First Responder Operational
ICS 200	Haz Mat First Responder Decon
NIMS / SEMS	Driver Operator 1A
S-130 Firefighter Training	Driver Operator 1B
S-131 Advanced Firefighter Training	Trench Rescue
S-134 LCES	CPR

Aside from the above list, there are a number of other courses in which we currently are instructing. As tools to maintain instruction standardization we have developed a number of training manuals. All of the above is offered today as part of the program from SFD. We intend to continue expanding our ability to offer curriculum and support instruction current with today's demands. There has been significant effort as well as financial support previously from the District to get to where we are. The Fire Training Coordinator service would most certainly enhance our vision.

One of the challenges we see are the different levels of services being provided between agencies, recognizing the services provided by an agency are directly related to what citizens are willing to pay. Therefore we must work within those parameters by developing a strategy and or plan for training that meets that specific level of service. One way to accomplish such a task is not to lower standards or reduce services in each case, but to look at different delivery methodologies. There are options such as video conferencing, DVD distribution, centralized instruction that is broadcast to fire stations, and online training. Another important factor to success is to develop a plan that credits self development as well as experience and agency sponsored training and education. Credit should be given where credit is due. SFD has installed and supports a state of the art system that records, edits and produces media for training. We believe with today's instant communication tools, they can be used to our advantage.

It will be SFD's desire to work in tandem with the Fire Chiefs' Associations sub-committee, Training Officers' Association, to develop and support multi-agency and multi-discipline training. Strong partnerships with EMS, health, law, and other disciplines will go along way in providing the necessary confidence and proficiency required.

One of our training partners is the Regional Fire Training Center in which SFD has been a part of since the beginning. The Training Coordinator would act as a liaison between the fire service and RFTC in areas such as funding, curriculum, instruction, and scheduling. Education and training to personnel can go well beyond fire ground related topics. It is our desire to bring more than just basic training in the future. We feel awareness towards an individual's personal education, elected board and or council training, and administrative education and training are also very important.

It is proposed that the Training Coordinator would be an individual that has an understanding of training and the complexity in which is being offered. As well, demonstrate leadership and performance, and show enthusiasm and commitment to the fire service.

Funding

The Stanislaus County Fire Authority would pay the cost of one full-time training coordinator and supporting costs such as administration, training, travel, equipment and operational costs. A first year, one-time allocation towards the purchase of a vehicle is proposed.

In addition to this contract proposal amount, an annual increase shall be agreed upon to cover increases in employee costs and other items subject to inflation.

Estimated Costs:

Training Coordinator	\$126,971.46
Administrative, Supervisory, Clerical Support	\$11,824.29
Training	\$2,000.00
Travel	\$1,350.00
Equipment / Supplies	\$7,500.00
Vehicle Operations (Fuel, maintenance)	\$6,100.00
TOTAL ANNUAL CONTRACT	<u>\$155,745.75</u>
Vehicle (1 st year allocation only)	\$30,000.00

Contract Issues

A contract effective December 1, 2006 through June 30, 2012 is requested. In addition, the separation clause for this contract is requested to be not less than six months, with a progressive notification of deficiencies process. Assets purchased in support of the service will be the property of SFD. As well, the responsibility for support of such assets will be assumed by SFD.

Conclusion

Salida Fire is committed to bringing the Fire Authority solutions to our fire training challenges. We are committed to delivering an efficient and effective plan. Our personnel will bring experience, knowledge and professionalism to the table. We look forward to serving the Fire Authority and appreciate your consideration of the proposal.

Fire Training Coordinator

Stanislaus County
Fire Authority

November 2, 2006



Consideration Questions:

- Where are we now?
- Where do we want to be?
- How do we get there?
- How do we measure our progress?



Converting Challenges to Solutions:

Challenges

- Time
- Costs
- Call Volumes
- Mandates
- Requirements



Solutions

- Levels of Service
 - Available \$
- Service Platforms :
 - Full-time
 - Reserves
 - Volunteers



Training Plan:

- Successful (Def)
 - Robust
 - Effective
 - Deliverable
 - Flexible
 - Acceptable
 - Standardized



Current SFD Resources:

- Developed plan to meet defined Levels of Service
- Multiple Instructors
 - State-Certified
 - RFTC / MJC Approved
- Multi-Media Equipment (2006 Version Software)
- Proven system tested by both paid and volunteer delivery platforms



Proposed Plan:

- Define Minimum Standards
- Assess Current Needs
- Survey participating agencies' programs
- Develop a comprehensive program(s) that meets the needs of each agency
- Implement strategy to monitor & evaluate program(s)
- Continue to evolve program as needs & requirements change. (Pro-Active vs. Re-Active)



Transition:



Hours



Proficiency




•AB1127 (Jan 1, 2000)
All employees are properly trained for the jobs they perform, including all necessary safety procedures

•California Incident Command Certification System
All applicants **MUST** meet current requirements using the CICCIS adopted January 2000

Future in Training:

•Committed to Research









Partnerships:

California's Specialized Training Institute
Training and Career Program













Costs:

- Training Coordinator 126,971.46
- Administrative Support 11,824.29
- Training 2,000.00
- Travel 1,350.00
- Equipment / Supplies 7,500.00
- Vehicle operations 6,100.00

Total Annual Contract 155,745.75

- Vehicle (1st year allocation only) 30,000.00




Fire Training Coordinator

Questions / Comments