

~~NAPA COUNTY AGREEMENT NO. 6379~~  
~~CITY OF CALISTOGA AGREEMENT NO. 0092~~

**AGREEMENT FOR EMERGENCY MEDICAL,  
 FIRE PROTECTION AND RELATED SERVICES**

**THIS AGREEMENT** is made and entered into as of January 4, 2005 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF CALISTOGA, a municipal corporation, hereinafter referred to as "CALISTOGA";

**RECITALS**

**WHEREAS**, COUNTY is a general law county with authority to provide for prevention and suppression of fires and emergency medical response within those areas of COUNTY not located within the boundaries of municipalities or fire protection districts and to that end contracts with the California State Department of Forestry and Fire Protection, hereinafter referred to as "CDF", to provide first response emergency medical service, rescue, and fire suppression and protection services to such areas of COUNTY; and

**WHEREAS**, CALISTOGA is a general law city with authority to provide for prevention and suppression of fires and emergency medical response within the city and to that end maintains a fire department to provide emergency medical, rescue, education, prevention and fire suppression and protection services within the city limits of CALISTOGA; and

**WHEREAS**, COUNTY contracts with CDF to provide Fire and Emergency Medical Dispatch services for CDF and municipalities and fire protection districts within the County of Napa; and

**WHEREAS**, CDF also provides major apparatus maintenance services for CDF and the fire vehicles of other public agencies, including COUNTY; and

**WHEREAS**, in the unincorporated area (hereinafter referred to as "ZONE") outside the city limits of CALISTOGA, as described and shown on the map entitled "Calistoga City Fire Department - Napa County Contract Zone" attached hereto as Exhibit "A" and made a part hereof, there are a number of inhabitants who live and work in residential, industrial, commercial, and other structures for whom COUNTY desires to enhance the provision of emergency medical service, rescue, and fire suppression and protection services; and


**WHEREAS**, to provide such enhanced services, COUNTY desires CALISTOGA, pursuant to Government Code Section 55632, to provide emergency medical, rescue, and fire suppression and protection services within the ZONE on the terms and conditions set forth herein, and in exchange CALISTOGA desires COUNTY, pursuant to Government Code Section 55632, to provide fire dispatch and major apparatus maintenance services to CALISTOGA on the terms and conditions set forth herein;

**TERMS**

NOW, THEREFORE, COUNTY and CALISTOGA agree as follows:

1. **Term of the Agreement and Effective Date of Services.**

(a) **Term.** The term of this Agreement shall commence on January 4, 2005 and shall expire five and one-half (5 1/2) years from that date on ~~June 30, 2010~~, unless terminated earlier in accordance with Paragraphs 8 (Termination for Cause) or 9 (Termination for Convenience); except that the obligations of each party to the other party under Paragraphs 6 (Insurance) and 7 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of each party to the other party shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 14 (Confidentiality), 19 (Taxes), and 20 (Access to Records/Retention).

 (b) **Extension.** Upon expiration of the term of this Agreement, the Agreement shall be automatically extended for a twelve (12) month period, unless the Agreement has been amended and the term extended for a different period of time by mutual agreement.

2. **Scope of Services.** Each party shall provide the other with those services set forth in Exhibit "B", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) **Emergency Medical, Rescue, and Fire Suppression and Protection Services.** As partial consideration for CALISTOGA's provision of the services to COUNTY described in Exhibit "B", COUNTY shall pay CALISTOGA a fee as follows, which is calculated based upon the costs for services and numbers of calls for services as described in Exhibit "C", attached hereto and incorporated by reference herein:

<u>Period</u>	<u>Fee</u>
January 4, 2005 through June 30, 2005	\$34,625
July 1, 2005 through June 30, 2006	\$75,760
Fiscal Years (FY) 2006-2007 through 2009-2010	\$75,760 per FY, adjusted as set forth in (d)

(b) **Fire Dispatch Services.** COUNTY 's provision to CALISTOGA of the services described in Exhibit "B" shall be provided to CALISTOGA at no cost as the remainder of the consideration for the services provided by CALISTOGA to COUNTY.

(c) **Major Apparatus Maintenance Services.** COUNTY shall bill, and CALISTOGA shall reimburse COUNTY for the cost of COUNTY providing to CALISTOGA the major apparatus maintenance services described in Exhibit "B", except where the direct cost of parts for routine maintenance is billed directly to CALISTOGA and shall be paid by CALISTOGA directly to the vendor, as described in Exhibit "D".

(d) **Fee Adjustment.** Beginning with FY 2006-2007, the annual fee for services provided by CALISTOGA to COUNTY set forth in (a) shall be adjusted annually by the percent change in the Consumer Price Index All Urban for San Francisco, Oakland and San

Jose published by the US Department of Labor for the 12-month period ending in April of the preceding fiscal year, with a minimum increase per fiscal year of 3% and a maximum increase per fiscal year of 5%. If the percent change is greater than 3%, then CALISTOGA shall notify the COUNTY of the percent change, up to the maximum increase of 5%, and the resulting adjustment to the annual fee no later than May 30<sup>th</sup> of the preceding fiscal year.

**4. Method of Payment.**

(a) By COUNTY to CALISTOGA. All payments for compensation by COUNTY to CALISTOGA shall be made only upon presentation by CALISTOGA to COUNTY of a semi-annual invoice, payable in arrears, as follows. Invoices for services provided from July 1 through December 31 shall be submitted on or before December 31 of the same year. Invoices for services provided from January 4 through June 30 shall be submitted on or before May 31. All such invoices shall be submitted to the Napa County Fire Department which, after review and approval as to form and content which shall not be unreasonably withheld, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. COUNTY shall pay such approved invoices within 45 days following receipt.

(b) By CALISTOGA to COUNTY. Except as otherwise provided in Exhibit "D" in relation to parts directly billed by and paid to COUNTY-selected vendors, COUNTY shall submit invoices no more frequently than monthly to CALISTOGA to reimburse COUNTY for the cost of major apparatus maintenance services provided by COUNTY. After review and approval as to form and content, which shall not be unreasonably withheld, CALISTOGA shall pay the approved invoices within 30 days following receipt.

**5. Independent Contractors.** CALISTOGA and COUNTY shall perform the services required of each under this Agreement as independent contractors. Neither party and its officers, agents and employees are or shall be deemed to be employees or agents of the other party for any purpose, including workers' compensation and employee benefits. Each party shall, at its own risk and expense, determine the method and manner by which duties imposed on that party by this Agreement shall be performed; provided, however, that the other party may monitor the work performed. Neither party shall not deduct or withhold any amounts whatsoever from the compensation or reimbursement paid to the other party, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, the party providing the services shall be solely responsible for all such payments.

**6. Insurance.** Each party shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage or equivalent self-insurance acceptable to the other party, which in the case of COUNTY shall mean acceptable to COUNTY's Risk Manager:

(a) Workers' Compensation Insurance. Each party shall provide, to the extent required by law, workers' compensation insurance in the performance of any of that party's duties under this Agreement; including but not limited to, workers' compensation and disability, and shall provide the other party with certification of all such coverages upon request by that party.

(b) Liability insurance.

(1) General Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000)

combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party or any officer, agent, or employee of that party under this Agreement.

(2) Professional Liability. [Reserved]

(3) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement, a policy of comprehensive automobile liability insurance (Bodily Injury and Property Damage) of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence on owned, hired, leased and non-owned vehicles used in conjunction with that party's business under this Agreement.

(c) Proof of Coverage. All insurance coverages referenced in 6(b), above, shall be evidenced by one or more certificates of coverage, or proof of equivalent self-insurance satisfactory to the other party, which in the case of COUNTY shall mean satisfactory to COUNTY's Risk Manager, which shall be filed with the CALISTOGA City Clerk where the other party is CALISTOGA and with COUNTY's Risk Manager, where the other party is COUNTY, prior to commencement of performance of any of the party's duties; shall indicate that if the same policy applies to activities of the party not covered by this Agreement then the limits in the certificate or self-insurance relating to the additional insured coverage of the other party shall pertain only to liability for activities of the party under this Agreement; shall name the other party, its officers, employees, agents, volunteers, as additional insureds; shall be kept current during the term of this Agreement; shall provide that the other party shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change; shall provide that the insurance provided is primary coverage to the other party with respect to any insurance or self-insurance programs maintained by the other party; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. Upon request of the other party or, where COUNTY is the other party, upon request by COUNTY's Risk Manager, the party shall provide or arrange for the insurer to provide, within thirty (30) days of the request, certified copies of the actual insurance policies or the relevant portions thereof.

(d) Deductibles and Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by the other party or its Risk Manager, which approval shall not be unreasonably withheld. At the option of and upon request by the other party or its Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the other party, its officers, employees, agents and volunteers or the party shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

7. Hold Harmless/Defense/Indemnification. Each party shall defend, indemnify and hold harmless the other party and the officers, agents, employees and volunteers of the other party from any claim, loss or liability including, without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of the party or its officers, agents, or employees when performing any activities or obligations required of the party under this Agreement.

8. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days written notice to the defaulting party in the manner set forth in Paragraph 12 (Notices).

9. **Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than one hundred eighty (180) days prior written notice of such termination and the effective date thereof to the other party in the manner set forth in Paragraph 12 (Notices); provided, that no such termination may be effected by either party unless an opportunity for consultation is provided prior to the effective date of the termination.

10. **Disposition of and Payment for Work upon Termination.** In the event of expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, pertaining to this Agreement shall become the property of the other party, at that party's option. In addition, both parties shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that each party shall not be relieved of liability to the other party for damages sustained by the other party by virtue of any breach of the Agreement by the party whether or not the Agreement was terminated for convenience or cause, and the other party may withhold any payments not yet made to the party for purpose of setoff until such time as the exact amount of damages due to the other party is determined.

11. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

12. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Napa County Fire Department  
1199 Big Tree Road  
St. Helena, CA 94574

CALISTOGA

Fire Chief  
City of Calistoga  
1232 Washington Street  
Calistoga, CA 94515

13. **Compliance with Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** To comply with state and federal laws, each party has adopted various policies pertaining to workplace procedures and conditions. Each party hereby agrees to comply, and to require their employees and subcontractors to comply, with the following COUNTY policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein or, for CALISTOGA, with the equivalent policies adopted by CALISTOGA for its own employees and contractors. Each party also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by the employees or contractors of the other party.

(a) **Waste Source Reduction and Recycled Product Content Procurement Policy** adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) **County of Napa "Policy for Maintaining a Harassment Free Work Environment"** revised effective December 12, 2000.

(c) **County of Napa Drug and Alcohol Policy** adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) **Napa County Information Technology Use and Security Policy** adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CALISTOGA whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall, prior to receiving such access, sign and file with COUNTY's ITS Department the certification attached to said Policy.

14. **Confidentiality.**

(a) **By CALISTOGA.** Except where otherwise authorized in writing by COUNTY's Fire Chief or his designee, CALISTOGA shall maintain in confidence, to the extent permitted under applicable law, any information obtained or records created by CALISTOGA in the course of providing the services required of CALISTOGA under this Agreement and shall promptly notify COUNTY's Fire Chief in the event CALISTOGA receives any request for such information or records under the Public Records Act or pursuant to subpoena or court order.

(b) **By COUNTY.** Except where otherwise authorized in writing by CALISTOGA's Fire Chief or his designee, COUNTY shall maintain in confidence, to the extent permitted under applicable law, any information obtained or records created by COUNTY in the course of providing the services required of COUNTY under this Agreement and shall promptly notify CALISTOGA's Fire Chief in the event COUNTY receives any request for such information or records under the Public Records Act or pursuant to subpoena or court order.

15. **No Assignments or Subcontracts.** A consideration of this Agreement is the organizational reputation, experience, and proximity of each party to the areas where their respective services are needed; therefore, neither party shall assign any interest in this Agreement or subcontract any of the services that party is to perform hereunder without the prior written consent of the other party, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by the party, or to perform in an equally timely manner the services required under this Agreement shall be deemed to be reasonable grounds for the other party to withhold its consent to assignment.

16. **Amendment/Modification.** Except as specifically provided herein in relation to administrative amendment by the parties' respective Fire Chiefs of the Operating Plan attached hereto as Exhibit "D" and incorporated by reference herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only an amendment of this Agreement signed by both parties, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "B". Failure of a party to secure such amendment in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights of that party to adjustment in the contract price or contract time and no compensation or reimbursement shall be paid for such extra work.

17. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

18. **Compliance with Laws.** Each party shall observe and comply with all applicable Federal, State and local laws, ordinances, and Codes while performing its obligations under this Agreement. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, each party and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. Each party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, each party shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to a party services or works required of that party by the State of California

pursuant to agreement between that party and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and the party and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. Each party agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of that party performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Each party shall make the required documentation available to the other party for inspection upon request by the other party.

(c) Inclusion in Subcontracts. To the extent any of the services required of a party under this Agreement are subcontracted to a third party, the party shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the third party subcontractor.

19. **Taxes.** Each party agrees to comply with all applicable federal and state tax withholding requirements for its employees providing services required of that party under this Agreement. Each party further agrees to indemnify and hold the other party harmless from any liability the other party may incur to the United States or the State of California as a consequence of the party's failure to pay or withhold, when due, all such taxes and obligations. In the event that the other party is audited for compliance regarding any withholding or other applicable taxes or amounts, the party agrees to furnish the other party with proof of payment of such taxes or withholdings on those earnings.

20. **Access to Records/Retention.** Each party, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of the other party which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, each party shall maintain all required records for at least five (5) years after the other party makes final payment for the services required of the party under this Agreement and all pending matters are closed, whichever is later.

21. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. Each party hereby covenants that it presently has no interest not disclosed to the other party and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as the other party may consent to in writing prior to the acquisition by the party of such conflict. Each party hereby covenants that it presently has no interest not disclosed to the other party and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as the other party may



consent to in writing prior to the acquisition by the party of such conflict.

(b) **Statements of Economic Interest.** Each party acknowledges and understands that the other party has developed and approved a Conflict of Interest Code as required by state law which may require key employees of the other party involved with the provision of services under this Agreement to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant" as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the other party has determined in writing that the party's assigned employees are performing a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. It is the understanding of each party that such key employees will comply with such disclosure obligations through filing expanded Statements of Economic Interest when fulfilling their disclosure obligations for their employing agency.

22. **Non-Solicitation of Employees.** Except where otherwise prohibited by law, each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall apply to job announcements published by either party in a manner directed to the public generally or a category thereof.

23. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties, including persons residing or owning land within the ZONE, and the parties do not intend to create such rights.

24. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

25. **Authority to Contract.** Each party warrants hereby that it is legally permitted and otherwise has the authority to enter into and perform this Agreement.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

ATTEST: SUSAN L. SNEDDON,  
Clerk of the City of Calistoga

By *Susan L. Sneddon*

CITY OF CALISTOGA, a municipal corporation

By *Andrew Alexander*  
DR. ANDREW ALEXANDER, Mayor

"CALISTOGA"

APPROVED AS TO FORM:  
Calistoga City Attorney

By *Michael Berkley*

COUNTY OF NAPA, a political subdivision of  
the State of California

By *Diane Dillon*  
DIANE DILLON, Chair of the Board of  
Supervisors

"COUNTY"


ATTEST: PAMELA A. MILLER  
Clerk of the Board of Supervisors

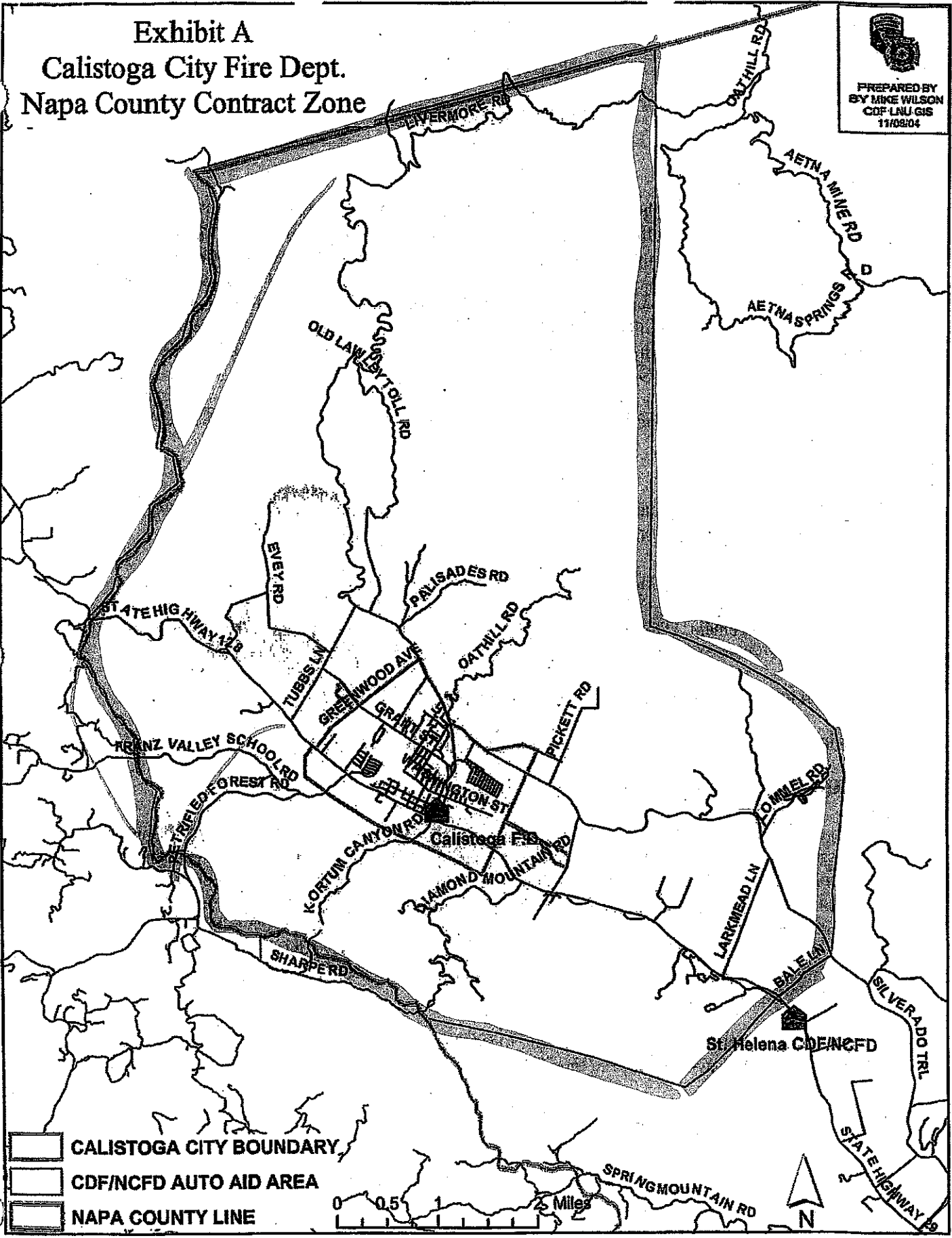
By: *Pamela A. Miller*




APPROVED AS TO FORM  
Office of County Counsel  
By: *Margaret Woodbury*  
Date: *December 3, 2004*

APPROVED BY THE NAPA COUNTY  
BOARD OF SUPERVISORS  
Date: *1-4-05*  
Processed by: *Cherry Valverde*  
Deputy Clerk of the Board

**Exhibit A**  
**Calistoga City Fire Dept.**  
**Napa County Contract Zone**

  
 PREPARED BY  
 BY MIKE WILSON  
 CDF/LAU GIS  
 11/02/04




**CALISTOGA CITY BOUNDARY**  

**CDF/NCFD AUTO AID AREA**  

**NAPA COUNTY LINE**

## **EXHIBIT "B"**

### **SCOPE OF SERVICE**

#### **I. CALISTOGA shall:**

- A. Furnish within the ZONE the same level of emergency medical, rescue, and fire protection services as are provided within the city limits of CALISTOGA, responding to all such calls within the ZONE in the same manner and under the same circumstances as those from within the city limits of CALISTOGA, except that equipment and personnel engaged in major responses within the city limits of CALISTOGA shall not be required to respond to calls in the ZONE while so engaged. In the event of conflict in the need for emergency medical service, rescue, or fire protection service within the city limits of CALISTOGA and within the ZONE, the needs within the city limits of CALISTOGA shall be given first priority.**
- B. Retain legal jurisdiction for all incidents that occur within the city limits of CALISTOGA.**

#### **II. COUNTY shall:**

- A. Provide CALISTOGA with all services customarily necessary for fire dispatching through COUNTY'S Emergency Command Center at its St. Helena Headquarters.**
- B. Provide CALISTOGA with preventive fleet maintenance service for the equipment used or available to be used by CALISTOGA when providing the services required of CALISTOGA under this Agreement. This shall include regular service and emergency repairs on an as-needed basis in accordance with the ZONE Operating Plan attached to this Agreement as Exhibit "D".**
- C. Respond to any structural fire within the city limits of CALISTOGA.**
- D. Retain legal jurisdiction for all incidents that occur within the ZONE.**

#### **III. COUNTY and CALISTOGA shall:**

- A. Have their respective Fire Chiefs jointly prepare and amend from time to time they determine necessary a ZONE Operating Plan that shall be deemed, when signed by such Fire Chiefs, to become a part of this Agreement as Exhibit "D". The Operating Plan shall detail policy and procedures for implementation of the requirements of this Agreement relating to response, dispatch, vehicle maintenance, and mutual aid resources. In the event the Operating Plan is amended by the Fire Chiefs, such amendment shall become effective only when a fully signed and dated duplicate originals of the amended Exhibit D has been filed with the Clerk of COUNTY's Board of Supervisors.**
- B. Have their respective Fire Chiefs cooperate to produce and provide to each party such reports as either Fire Chief may from time to time request.**

**EXHIBIT "C"**

**COST CALCULATION AND ADJUSTMENT  
IN SUBSEQUENT YEARS**

**I. ANNUAL CALISTOGA CHARGE FOR FY 04-05 AND FY 05-06.** The parties agree that the fees required under this Agreement are based upon the following cost calculations and assumptions:

- A. The cost to CALISTOGA to provide services to COUNTY under this Agreement is calculated as that necessary to provide the same level of service in the ZONE as provided within the city limits of CALISTOGA without decreasing the current level of services within the city limits.
- B. Specifically, the costs used for FY 04-05 and 05-06 are based upon the adopted Two (2) Year Operating Budget of current and projected costs of full time staff and part time paid call staff, services and supplies for annual operations of CALISTOGA's Fire Department, plus the cost of added labor, services and supplies to provide services within the ZONE, based upon an increase in the part-time paid call staff hours and corresponding increases in services and supplies, but not including additional costs for dispatch services which COUNTY will be providing as part of the consideration for the Agreement, in addition to the monetary fee.
- C. Based upon (A) and (B), for FY 04-05, the additional annual cost to CALISTOGA to provide services within the ZONE is calculated at \$69,250. Because the term of the Agreement begins midway through this Fiscal Year, the actual fee to be paid by COUNTY is calculated as 50% of this cost, or \$34,625.
- D. Based upon (A) and (B), the additional annual cost to CALISTOGA to provide services within the ZONE for FY 05-06 is calculated as \$75,760, which is the amount of the actual fee to be paid by COUNTY for this period.

**II. ANNUAL COUNTY VEHICLE MAINTENANCE CHARGE FOR FY 04-05 AND FY 05-06**

- A. COUNTY costs to provide Vehicle Maintenance services to CALISTOGA under this Agreement are calculated based upon the estimate of the time and materials needed to service two (2) Wildland type engines and an estimate of the hourly rates charged to COUNTY to obtain major repair services.
- B. Based upon (A), for FY 04-05 the charge is \$3,000 for servicing both engines, with the hourly rate for major repairs being \$95.00 per hour, plus the direct cost of parts.
- C. Based upon (A), for FY 05-06, the charge is \$3,300 for servicing both engines, with the hourly rate for major repairs being \$104.00 per hour, plus the direct cost of parts.

### **III. ADJUSTMENTS TO COSTS**

For subsequent fiscal years, the annual fee, vehicle maintenance charge and hourly rate shall be increased by a minimum of 3% to a maximum of 5% from the prior fiscal year fee, based on the Consumer Price Index All Urban for San Francisco, Oakland and San Jose published by the US Department of Labor from April to April starting in 2006.

## **EXHIBIT "D"**

### **OPERATING PLAN** **(as of January 4, 2005)**

*Pursuant to Exhibit A, Section III A of the Agreement, this Operating Plan provides the operating procedures mutually developed and maintained by the parties' respective Fire Chiefs for proper implementation of the obligations of the parties under the Agreement.*

#### **I. By CALISTOGA:**

##### **A. CALISTOGA shall provide Emergency Response, which shall include:**

1. Providing one staffed Type I Engine with two personnel, Monday through Friday, 07:30-17:30, from CALISTOGA's City Fire Station;
2. Providing additional apparatus and equipment as necessary, staffed by off-duty and/or paid-call firefighters on a 24-hour basis, available for response into the ZONE from CALISTOGA's City Fire Station; and
3. Responding to all reported incidents within the ZONE with appropriate equipment, as available, to mitigate the emergencies.

##### **B. CALISTOGA shall respond to mutual aid requests with appropriate equipment, as available.**

#### **II. By COUNTY:**

##### **A. COUNTY shall provide Dispatch Services for fire department resources to CALISTOGA, including:**

1. Proper operation of the 911 emergency notification telephone systems for all received emergency calls within CALISTOGA's city limits as well as the area within the ZONE;
2. Maintenance of accurate and real-time resource status to expedite proper resource utilization;
3. Maintenance of emergency response records for all actions instituted through the dispatch system, with copies of these records made available to CALISTOGA upon request to the Emergency Command Center (ECC) Chief in St. Helena; and
4. Maintenance of the viable COUNTY-Controlled Radio Communications System, which is available to CALISTOGA for emergency use within the city limits of CALISTOGA, with COUNTY providing technical information to CALISTOGA

if and when system modifications are necessary.

**B. COUNTY shall provide vehicle maintenance services for two Type III 4X4 CALISTOGA engines as follows:**

1. Record all work performed upon CALISTOGA fire equipment upon a CDF form ME 107 for each individual performance. This record shall capture all work hours and parts used. A copy of these records shall be provided to CALISTOGA.
2. Perform routine preventative fleet maintenance, including mandated annual DOT Safety Compliance inspection services and annual maintenance inspection/service as accomplished on COUNTY equipment [i.e.: oil/filter changes, air/fuel filters change, wheel bearings packed with new seals, brake system wear check, transmission/differential fluid change, engine(s) tune-up as needed, cooling system check, pumps case(s) checked, check of fire plumbing, smog certification, safety checks of suspension/steering and electrical components]. Incidental parts required by the routine maintenance, such as fluids and filters, shall be included in the set routine maintenance rate per vehicle. The cost of all other parts required as a result of the routine maintenance shall be procured by COUNTY from COUNTY-selected vendors and charged out by the vendor directly to CALISTOGA.
3. Provide emergency or major repairs needed to return the two Type III 4X4 CALISTOGA engines to service. All labor, parts and fluids costs for such repairs shall be paid by CALISTOGA, except that the first three (3) hours of labor shall be included at no additional cost to CALISTOGA. Any labor costs for cumulative repair time exceeding three (3) hours shall be invoiced at the hourly rate set forth in Exhibit "C".

**C. COUNTY shall provide CALISTOGA with emergency Response/Station Coverage as follows:**

1. Provide one Type I engine staffed with two personnel, 24/7 at the CDF Station located on Hwy. 29 at Big Tree Road and respond to the following types of incidents within the city limits of CALISTOGA:
  - Reported structure fires; and
  - Reported vegetation fires.
2. Provide station coverage as requested, with available resources, at such times as requested by CALISTOGA or the Incident Commander, due to commitment of CALISTOGA's resources at any incident within the ZONE or mutual aid.
3. Provide Chief Officer coverage to CALISTOGA when requested, if available.
4. Respond to all reported incidents within the ZONE, with a minimum of one



apparatus staffed with two personnel, if available.

D. COUNTY shall respond to mutual aid requests with appropriate equipment, as available.

**III. Both CALISTOGA and COUNTY:**

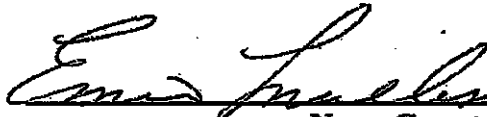
CALISTOGA and COUNTY shall provide emergency response otherwise required by this Agreement in accordance with the following procedures:

- A. Initial command shall be established by the first arriving unit at an incident regardless of legal jurisdiction. Flexibility for the transfer of command to the agency having legal jurisdiction shall be at the discretion of the agency having legal jurisdiction.
- B. Upon arrival, based upon the conditions present the Incident Commander shall have full authority to commit resources as appropriate from both agencies.
- C. Identify the Incident Commander to the Emergency Command Center (ECC) in St. Helena, who will provide sufficient information to the ECC concerning the status of the incident.
- D. Every effort shall be made to ensure a minimum coverage of one apparatus staffed with two personnel at the City Fire Station when an extended duration incident occurs either within the city limits of CALISTOGA or within the ZONE.


**IV. SIGNATURES AND EFFECTIVE DATE:**

The foregoing Operating Plan developed and approved by the undersigned Fire Chiefs shall be effective as of January 4, 2005.

Date: 1/26/05

  
Ernie Loveless, Napa County Fire Chief

Date: 1/21/05

  
Gary Kraus, City of Calistoga Fire Chief

