

**AMENDMENT NO. 1 OF
NAPA COUNTY AGREEMENT NO. 6379
CITY OF CALISTOGA AGREEMENT NO. 0092**

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

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO 6379, is made effective as of July 1, 2011, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF CALISTOGA, hereinafter referred to as "CALISTOGA";

RECITALS

WHEREAS, on or about January 4, 2005, COUNTY, entered into Agreement No. 6379 (the "Agreement") with CALISTOGA to obtain from CALISTOGA emergency medical, fire protection and related services; and

WHEREAS, COUNTY AND CALISTOGA now wish to extend the Agreement for an additional three years and to modify the provisions relating to maximum payments,

TERMS

NOW, THEREFORE, COUNTY acting through its Board of Supervisors, and CALISTOGA hereby amend the Agreement as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

Term of Agreement. The term of this Agreement shall commence on January 4, 2005, and shall expire on June 30, 2012, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (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 CALISTOGA to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). ~~The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term.~~ Such notice of nonrenewal may be given on behalf of COUNTY by the Napa County Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3 of the Agreement is hereby amended to read in full as follows:

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" to the Agreement and Exhibit "B-1" attached and incorporated here by reference to this Amendment No. 1, 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" to the Agreement and Exhibit "C-1" attached hereto and incorporated by reference herein to this Amendment No. 1:

<u>Period</u>	<u>Fee</u>
July 1, 2010 through June 30, 2011	\$85,682.96
Fiscal Year (FY) 2011 - 2012	\$85,682.96 per FY, adjusted as set forth in (d)

(b) Fire Dispatch Services. COUNTY's provision to CALISTOGA of the services described in Exhibit "B" to the Agreement and Exhibit "B-1" attached to this Amendment No. 1 and incorporated here by reference 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 providing to CALISTOGA the major apparatus maintenance services described in Exhibit "B" to the Agreement and Exhibit "B-1" attached to this Amendment No. 1 and incorporated here by reference, except where the direct costs 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" to the Agreement and Exhibit "D-1" attached to this Amendment No. 1 and incorporated here by reference.

(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 30th of the preceding fiscal year.

Beginning with FY 2011-2012, 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 30th of the preceding fiscal year.

3. Except as provided in (1) through (2), above, the terms and provisions of the Agreement shall remain in full force and effect as previously approved.

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

ATTEST:
Clerk of the City of Calistoga

CITY OF CALISTOGA, a municipal corporation

By: _____

By _____
"CALISTOGA"

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

By _____
Bill Dodd, Chair of the Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
Office of County Counsel
By: Laura J. Anderson, Deputy (e-signature)
Date: February 18, 2011

**APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS**
Date: _____
Processed by: _____
Deputy Clerk of the Board

EXHIBIT "B-1"

SCOPE OF WORK

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 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 the Agreement as Exhibit "D-1" attached and incorporated here by reference. 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-1"

COST CALCULATION

- I. **ANNUAL CALISTOGA CHARGE FOR FY 10-11 through 11-12.** 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 ~~10-11~~ through 11-12 are based upon the 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 ~~10-11~~ through 11-12, the additional annual cost to CALISTOGA to provide services within the ZONE is calculated at \$85,682.96. **This amount shall be increased by a minimum of 3% to a maximum of 5% from the prior 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 2010.**
- II. **ANNUAL COUNTY VEHICLE MAINTENANCE CHARGE FOR FY 10-11 THROUGH 11-12**
- 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 one (1) Wildland Type III engine and an estimate of the hourly rates charged to COUNTY to obtain major repair services.
 - B. Based upon (A), for FY ~~10-11~~ through 11-12 the charge is \$2,000 for servicing this engine, with the hourly rate for major repairs being \$95.00 per hour, plus the direct cost of parts.
- III. **ADJUSTMENTS TO COSTS**

For ~~subsequent fiscal years~~ FY 11-12 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 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 2010.

EXHIBIT "D-1"

OPERATING PLAN (as of January 28, 2010)

Pursuant to Exhibit "D-1", 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, 24 hours per day, seven days per week, 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 one (1) Type III 4x4 CALISTOGA engine as follows:

1. Record all work performed upon CALISTOGA fire equipment upon a CAL FIRE for 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 an 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. Provided emergency or major repairs are needed to return the Type III 4x4 CALISTOGA engine to service, all labor, parts and fluid 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. Provided one Type I engine staffed with two personnel, 24/7 at the CAL FIRE Station located on Hwy. 29 cross of 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 July 1, 2011.

Date: _____

Tim Streblov, Napa County Fire Chief

Date: _____

Exhibit A
Calistoga City Fire Dept.
Napa County Contract Zone



PREPARED BY
 BY MIKE WILSON
 CDF/LNU GIS
 11/08/04



