



A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY GRAND JURY

2011-2012

April 26, 2012

Final Report on

REORGANIZATION OF THE NAPA COUNTY FIRE DEPARTMENT

TABLE OF CONTENTS

Letter to Presiding Judge	
Letter to the Citizens of Napa County	
REORGANIZATION of the NAPA COUNTY FIRE DEPARTMENT	
Summary	1
Background	2
Discussion	3
Napa County/Cal Fire Agreement	4
Administrative Charge/Fee	5
Cost Benefit Analysis	6
Volunteer Culture in Napa County	8
Cal Fire/Volunteer Fire Department Interface	9
Organization	11
Cal Fire 6 County Unit Chief	11
Napa County Fire Chief	12
Napa County Fire Chief Access to Board of Directors	12
Dispatch Services	12
Transition Cal Fire Services to Napa County Fire Department	13
Value to Community Concept of Service Expectations: Want vs. Afford	16
Findings	17
Recommendations	18
Request for Responses	19
Glossary	19
Methodology	20
Appendix	22
I. 2011-2012 Napa County Fire Protection Budget	

- II. LNU Unit Breakdown--Acres, Sq. Miles
- III. 2011-2012 Napa County/Cal Fire Agreement
- IV. BOS--Board Agenda Letter 6/21/11
- V. 2007-08 Grand Jury Report Responses BOS, FIRE
- VI. Fire Station Deployment Analysis and Master Plan Implementation for Napa County Fire Department--Volumes 1, 2, and 3, Citygate Associates, LLC 2007
- VII. Fire Management Plan 2005--LNU Unit
- VIII. 2011-2012 Sonoma County Fire Protection Budget
- IX. Administrative Charge Description
- X. Napa County Fire Department Organization Chart Feb 2012
- XI. Sonoma County Organization Chart 2011
- XII. 6 County Unit Chief Job Description
- XIII. Dispatch Costs 2006-2011



A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY GRAND JURY
P.O. BOX 5397
NAPA, CALIFORNIA 94581

April 18, 2012

The Honorable Mark S. Boessenecker
Presiding Judge
Superior Court of the State of California
County of Napa
825 Brown Street
Napa, CA 94559

Re: 2011-2012 Grand Jury Final Report on the Napa County Fire Department

Dear Judge Boessenecker:

Pursuant of Section 933 (a) of the California Penal Code, the 2011-2012 Napa County Grand Jury submits to you its final report on the Napa County Fire Department. Our investigation of this subject was conducted in a manner consistent with the California Penal Code, this Court's Charge, and the historic role of the Grand Jury, to protect the interests of the residents of Napa County.

This is the first in a series of final reports we will be issuing before the term ends. I would like to acknowledge the hard work and dedication of the Grand Jurors, which our report reflects. It is a privilege and a pleasure to work with them.

Respectfully submitted,

A handwritten signature in blue ink that reads "David B. Gilbreth".

David B. Gilbreth
Foreman
2011-2012 Napa County Grand Jury



A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY GRAND JURY

P.O. BOX 5397

NAPA, CALIFORNIA 94581

To the Residents of Napa County:

In order to fulfill the Grand Jury's mandate to investigate local government agencies, to assure they are being administered efficiently, honestly, and in the best interest of Napa County residents, the 2011-2012 Grand Jury investigated the Napa County Fire Department.

The Grand Jury has carefully investigated this matter and developed a set of findings and recommendations with the objective of representing the public interest.

The Grand Jury has made seven recommendations. The first recommends that Napa County write a job description and employ a Napa County Fire Chief who will be independent and separate from CAL FIRE employment, before contracting CAL FIRE services for the agreement year 2013-2014. The second recommends that the Napa County Fire Chief immediately and actively support the local Volunteer Fire Department Chiefs, their Advisory Board, and governing boards. The third recommends the Napa County Fire Chief immediately and actively support the recruitment of new firefighter volunteers. The fourth recommends The Napa County Fire Chief immediately and actively assure the volunteer fire departments governing Boards include at least 1/3 representation of community (non-firefighter) members on their Boards. The fifth recommends replacing CAL FIRE Dispatch services for Napa County Fire/EMS with the existing Napa Central Dispatch services which will not alter CAL FIRE Dispatch of CAL FIRE units. The sixth recommends Napa County complete a Cost Benefit Analysis, by and independent firm, of all the fire protection services provided by CAL FIRE and Napa County Fire Department before contracting CAL FIRE services for the agreement year 2014-2015. The seventh recommends that within three years, or on the schedule outlined by the Cost Benefit Analysis, implement the Cost Benefit Analysis recommendations regarding the CAL FIRE Agreement.

The Napa County Office of County Counsel has reviewed this final report. The Napa County Superior Court Presiding Judge, pursuant to California Penal Code Section 933 (a), has found that this report complies with California Penal Code Part 2 Title 4. This report has been accepted and filed as a public document by the County Clerk.

Copies of this report are available for review in the Napa City-County Library and online at www.napa.courts.ca.gov. Follow the link to Grand Jury.

We hope you find this report informative.

It is an honor and privilege to serve on the 2011-2012 Grand Jury.

The 2011-2012 Napa County Grand Jury

REORGANIZATION OF THE NAPA COUNTY FIRE DEPARTMENT

SUMMARY

Napa County's Board of Supervisors (BOS) approved an FY 2011-2012 annual budget of \$8,267,184 for fire protection services provided by California Department of Forestry and Fire Protection (CAL FIRE) (See Appendix I). Importantly, all or part of this expenditure may not be necessary because CAL FIRE is mandated to provide fire protection services statewide. Examples of limited, or no CAL FIRE budgeted services can be found in other counties like Sonoma, Colusa, Yolo and Lake.

In the opinion of this Grand Jury, because millions of dollars are involved, Napa County should do a Cost Benefit Analysis (CBA) to determine the appropriateness of its budget for \$8,267,184 for fire protection services provided by CAL FIRE. County staff stated to the best of their knowledge a CBA or critical financial analysis of Napa County fire protection expenses has not been done in the past.

In the opinion of this Grand Jury, the recommended CBA expense is justified because of the potential substantial savings of taxpayer moneys. Napa and Sonoma counties have greatly differing cost comparisons that can be understood through a CBA which should be used to help Napa County evaluate its fire protection expenses.

Currently, in Napa County the science and manpower necessary to stop and minimize fire damage is largely in the hands of CAL FIRE, and local volunteers. The cost, manpower, and structure of the Napa County fire protection program is the focus of this Grand Jury report.

Routine annual approval of previous CAL FIRE Agreements has resulted in Napa County having a fire protection organization structure and cost out-of-character with other compared counties in the State of California. As a result, Napa County has not developed a standalone Fire Chief or Fire Department.

This Grand Jury strongly recommends that Napa County complete a CBA with the intent to replace most, or all, of the CAL FIRE contracted services. By hiring an independent NAPA COUNTY FIRE CHIEF (NCFC) who would build the Napa County Fire Department (NCFD), and support the nine Volunteer Fire Departments, the CAL FIRE Agreement could be substantially limited or eliminated.

Within this report funds are identified for transition, volunteer departments and CAL FIRE relations are discussed, and specific expenses are reviewed.

BACKGROUND

A wild land fire is one of the most destructive and feared events in nature. Wildfires are one of nature's oldest phenomena. Evidence of free-burning fires has been found in petrified wood and coal deposits formed as early as the Paleozoic Era, about 350 million years ago. Wild land fire is any fire burning in wild lands, including wildfires and all prescribed (controlled or managed) fires.

Wildfires are a powerful force of nature, and as natural as rain, wind, snow, or lightning. In fact, lightning is the spark that sets many natural wildfires. Summer tends to be the high season for wildfires, as heat and drought make vegetation dry and easier to ignite. The recent large fires of 1964, 1981 and 2008, as well as the February 23rd, 2012 "Soda Fire" that consumed 200 acres in the heart of winter, remind us of the rural risks of devastating wild land fires.

CAL FIRE is responsible for all the unincorporated State Responsibility Areas (SRA) in California of which Napa has 364,761 acres and 7,063 estimated housing units (See Appendix II). By State mandate, CAL FIRE is responsible for protecting all California watersheds from fire in all the SRA areas in California. The CAL FIRE mission is to protect the people of California from fires, respond to emergencies, and protect and enhance forest, range, and watershed values at no charge to counties for mandated services. CAL FIRE's mandated services are independent from Napa County contracted services.

Around 1930 Napa County began contracting with CAL FIRE to provide additional firefighters to the normal CAL FIRE services that exist throughout the year. These additional firefighters are contracted by the 2011-2012 Napa County/CAL FIRE Agreement (See Appendix III) that is renewed annually. Each year the Agreement is written by CAL FIRE, and then the Agreement is reviewed by the Napa County Chief Executive Officer (CEO), who presents the Agreement to the BOS for approval. Annually, this Agreement is approved with little analysis of the cost to the Napa County taxpayer compared to the benefit (See Appendix IV).

The cooperative effort of the NCFD, the Volunteer Fire Departments, and the services provided by CAL FIRE, have supplied sufficient fire protection service which has protected the rural areas of Napa County. Over a century ago the forested areas were decimated by unchecked fires and the landscape was more barren and fires resulted in erosion. These events resulted in the formation of our local Volunteer Fire Departments, CAL FIRE, and Napa County's creation of the NCFD.

During this Grand Jury's investigation, it reviewed the Grand Jury reports of 2001-02 and the 2007-08 concerning the fire protection services to Napa County. In the 2007-08 Grand Jury Report titled, NAPA COUNTY FIRE DEPARTMENT, the Grand Jury asked the NCFD and the BOS to respond to various Recommendations (See Appendix V). A number of their responses were similar to the following answer by the NCFD to that report's Recommendation 1 (See Appendix V):

The County Fire Department has invested in two recent studies - the Strategic Plan in 2005 and the Deployment Analysis in 2007. Both studies contain many of the same recommendations as the 2007-2008 Grand Jury Report. There would be no added value to additional review that would preclude or delay the Napa County Fire Department from implementing a number of necessary changes. Therefore, the recommendation will not be implemented because it is not warranted.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief.

This Recommendation was to "establish a central Napa County Fire Department." Neither of these two studies, nor the Grand Jury Recommendation, were "implemented" to create a central NCFD. The NCFC and BOS rejected the 2007-2008 Grand Jury Recommendation by stating they were following the two prior studies recommending similar actions.

The Fire Station Deployment Analysis and Master Plan Implementation for the Napa County Fire Department, Citygate report of 2007 (See Appendix VI), referred to as the "Deployment Analysis in 2007," is described by a principal of Citygate Associates, LLC, as follows:

The study we produced was a master plan and station location analysis for the organization as of 2006/07 and in of itself, **was not a cost analysis of CAL FIRE's contract versus other options.** (Emphasis Added)

Likewise this Grand Jury found that the CAL FIRE study titled FIRE MANAGEMENT PLAN 2005 (See Appendix VII) described by the NCFC as the "Strategic Plan" is basically a description of the Lake Napa Unit (LNU) various fire department operations, vegetation, assets at risk, historical fires, fire causes and fuel loads for the counties of Lake, Napa, Sonoma, Colusa, Yolo, and Solano.

These Responses do not answer the 2007-2008 Grand Jury Recommendations. These issues were brought to the attention of this Grand Jury which chose to investigate the Napa County Agreement with CAL FIRE and associated issues.

DISCUSSION

This report addresses the Napa County/CAL FIRE Agreement, "Administration Charges/Fees," Cost Benefit Analysis (CBA), Volunteer Culture and CAL FIRE/Volunteer Interface. This Grand Jury report continues with Organization aspects of the CAL FIRE 6 County Unit Chief, NCFC, Access to the BOS, Dispatch Services, Transition of Services, and expectations. This report concludes with a suggested four step procedure to solving the issues this Grand Jury discovered.

NAPA COUNTY/CAL FIRE AGREEMENT

Napa County has contracted supplemental fire protection services through CAL FIRE since circa 1930. Currently, that Agreement is titled Cooperative Fire Programs Fire Protection Reimbursement Agreement (See Appendix III). Through the decades, the County has continued this agreement which is renewed by both parties each ensuing year. No one in the County, who was interviewed by this Grand Jury, has any knowledge of an analytical review of this Agreement in the past.

All counties in the State, including Napa County, are provided State mandated fire protection services for all watershed lands by CAL FIRE. This service, to date, is provided at no charge to the counties. This fire protection service is independent and separate from any contracted services.

Through interviews and investigations, this Grand Jury reviewed the supplemental Napa County/CAL FIRE Agreement as well as similar agreements from a variety of other counties. Specifically, the investigation focused on the local CAL FIRE LNU Unit which includes Sonoma, Lake, Napa, Colusa, Yolo, and Solano Counties. Of these Counties, the investigation discovered that three of these Counties--Colusa, Yolo, and Solano--do not have any supplemental agreements with CAL FIRE at all, and the other two Counties--Sonoma and Lake--have specific location supplemental agreements that are very limited and are focused on areas that specifically need additional services to cover their County Fire and Emergency Medical Services (Fire/EMS) protection needs.

During the Fiscal Year 2011-12, Napa County approved a total fire protection budget of \$11,461,359 (See Appendix I) including the CAL FIRE supplemental Agreement for \$8,267,184, which leaves the NCFD with \$3,194,175 (See Appendix III). This Napa County/CAL FIRE Agreement includes labor and benefits and numerous specific expense categories that make up the total.

A significant contrast is shown in the total Sonoma County Fire Protection Budget (See Appendix VIII) of \$7,595,149 which includes \$1,033,954 that goes to CAL FIRE (See Figure 1).

Total Fire Protection budgets for the specific areas of Yolo County and Colusa County are \$3,755,011 and \$1,529,629 respectively as shown in Figure 1. Neither of these counties have a CAL FIRE Agreement, so their entire fire budgets are dedicated to their local fire departments. The following chart shows total budget and CAL FIRE contract costs in four counties of the LNU CAL FIRE Unit.

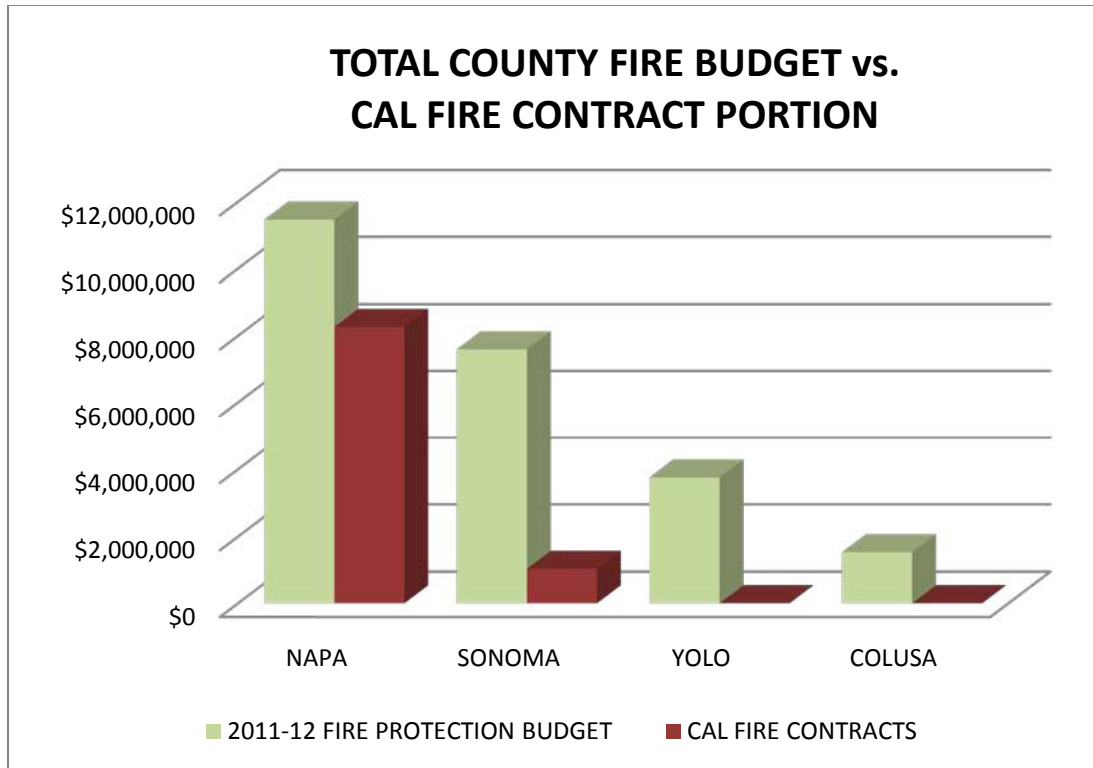


Figure 1

ADMINISTRATIVE CHARGE/FEE

In most contracts with the State of California, including the Napa County/CAL FIRE Agreement, the State charges a fee for expenses incurred for administering the agreement and subsequent operations. This fee has increased over the years. In the FY 2010-11 the Administrative Charge was 11.06% of gross expenditures, and in the FY 2011-12 the charge increased to 11.96% of gross expenditures (See Table 1).

These Administrative Charges only apply when a State contract is in place. When CAL FIRE only provides the mandated statewide wildland fire protection services, no charges are incurred and thereby no Administrative Charge. CAL FIRE is mandated by the State to protect all State watersheds from fire at no cost to the County. Only when the State is charging for services under a supplemental agreement, such as the services provided by the Napa County/CAL FIRE Agreement, do these charges apply.

The Administrative Charge of 11.96% applies to all contracts in which the State engages, including the Napa County/CAL FIRE Agreement. Napa County understands these Administrative Charges for the Napa County/CAL FIRE Agreement are comprised of two components, Statewide Pro Rata and Indirect Rate, as follows:

ADMINISTRATIVE CHARGE PERCENTAGES OF BUDGET

<u>Year</u>	<u>Statewide Pro Rata</u>	<u>Indirect Rate</u>	<u>Total</u>
2006-07	8.60	1.32	9.92
2007-08	7.07	3.58	10.65
2008-09	6.28	3.40	9.68
2009-10	6.50	4.50	11.00
2010-11	7.43	3.63	11.06
2011-12	7.43	4.53	11.96

Table 1

For detail of the Administrative Charge methodologies and components see Appendix IX.

With a budget amount of \$8,267,184, the CAL FIRE Administrative Charge in the Napa County contract is \$988,755. If all, or most, of the CAL FIRE Agreement was transferred to the NCFD, these savings could be retained by Napa County and allocated to the administration of the NCFD.

Some volunteer departments and Napa County Administrative Departments may have to add personnel to provide the support for an expanded NCFD that would assume the services now provided through the CAL FIRE Agreement. Furthermore, under this scenario, the \$988,755 would probably result in a significant amount of savings after the one time expansion costs were realized.

COST BENEFIT ANALYSIS

A CBA is generally done to compare benefits to costs over a period of time. Although a CBA can be used for almost anything, it is often used by governments and businesses to evaluate the options within a given program or policy. After completion of a CBA, changing a program by choosing the best cost benefit ratio can improve efficiency by changing one aspect without altering another. Generally, an accurate CBA identifies choices that increase efficiency.

The contract with CAL FIRE has never been analyzed in a way to evaluate its cost and benefit. Expert testimony given to this Grand Jury stated that a professional firm specializing in fire protection organizations would need to be contracted to perform the recommended CBA for Napa County.

Analysis by this 2011-2012 Napa County Grand Jury found that during the fiscal year (FY) 2011-2012 the Napa County BOS approved the Fire Protection Budget (See Appendix I) of \$11,461,359, which includes \$8,267,184 to CAL FIRE by agreement and \$3,194,175 to the NCFD. This Agreement has been approved by the BOS every year since circa 1930 except for minor line item changes (See Appendix IV). The costs of providing services have steadily increased in accordance with the CAL FIRE 6 County Unit Chief/NCFD's agreement as submitted with some inquiry and minor modifications

by the County CEO's office. A CBA has never been done to determine if the taxpayers' benefits justify their costs.

The 2007-2008 Grand Jury Recommendations were deflected by reference to a study titled, Fire Station Deployment Analysis and Master Plan Implementation for the Napa County Fire Department (See Appendix VI), Citygate Associates, LLC in 2007, also referred to as the "2007 Deployment Analysis." However, Citygate said their report is "...not a cost benefit analysis of CAL FIRE's contract versus other options." This report merely addressed the organization of Napa County's fire protection. Costs versus benefits were not considered.

Sonoma County performed a cost benefit analysis in 2009, the County Service Area 40 Analytical Review, June 2009, and used the results to evaluate the participation of CAL FIRE in Sonoma County. In the FY 2011-12 Sonoma County's Fire Protection Budget is 66% of the Napa County's total Fire Protection Budget despite Sonoma County having 189% times the fire protection acreage and 460% times the unincorporated housing units of Napa County.

SONOMA COUNTY STATISTICS AS PERCENT OF NAPA COUNTY

County	Budget	Acreage	Estimated SRA Housing Units
Napa	\$11,461,359	432,102	7,063
Sonoma	\$ 7,595,149	818,258	32,520
Comparison	66%	189%	460%

Table 2

Figure 2 shows the considerable disparity between Napa and Sonoma County costs in the SRA only. The cost per acre for Sonoma County is \$9.28 and Napa per acre is \$26.52. Also, the cost per housing unit for Sonoma County is \$234 compared to the cost per housing unit for Napa County is \$1,623. Napa housing unit cost is 693.59% higher than Sonoma cost. This comparison begs the question, why are costs so high in Napa County?

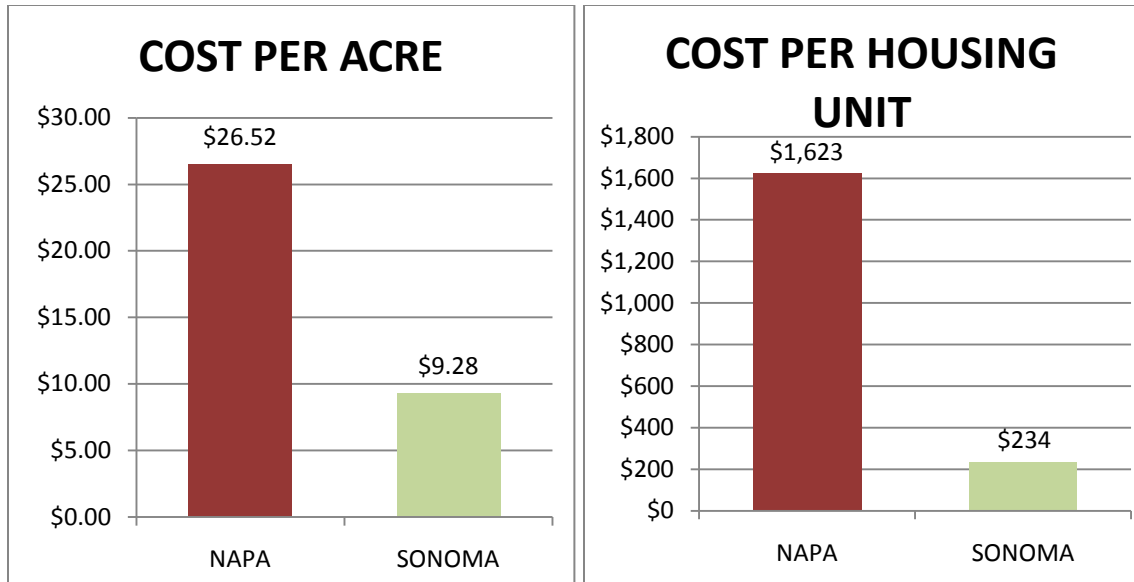


Figure 2

Obviously, Napa County’s fire protection costs are high compared to Sonoma County. Considering the demography and topography of Napa and Sonoma Counties, the comparison of the two counties are more similar than not, both have mountains, valleys, urban areas, suburban areas, rural areas, tourist traffic, wineries, vineyards, forested areas, industrial areas, lakes, colleges, etc.

In conclusion, a CBA would open the door and bring full transparency to what Napa County residents are receiving for the very costly contract with CAL FIRE.

VOLUNTEER CULTURE IN NAPA COUNTY

The nine (9) Volunteer Fire Departments of Napa County are the core of the NCFD. As an official of CAL FIRE stated, "Napa County cannot survive without Volunteers."

Volunteers provide a cost effective function and are often the first on the scene in rural areas. To provide such an extensive Fire/EMS protection network with only career staff, the County taxpayer cost would be prohibitive.

The hard work, dedication and loyalty exhibited by the Volunteer Fire Department Chiefs and all their personnel is remarkable--calls in the middle of the night are responded to without delay; risky fire environments are entered without hesitation; copious hours of training take valuable time away from families. And the compensation is nonexistent or meager at best.

A serious concern nationwide, as well as locally, is that the volunteer numbers are declining. As the old guard is retiring, it is harder and harder to replace them. As safety and training mandates in California require more time for certification, fewer volunteers complete the training and become certified. The commitment is to complete 80 to 120

hours of training each year. Years ago, those training requirements were minimal so becoming a volunteer firefighter was easier. Today, fewer people are motivated or able to join due to these requirements.

The demography of our residents has changed as well. In the 1960s one Napa County Volunteer Department consisted primarily of the women because they were available to answer a fire call. Now some volunteer fire departments are struggling to keep their firefighters and some Volunteer Fire Chiefs are resigning.

A Volunteer Fire Department with insufficient community involvement or County support loses its lifeblood. How well or long it can operate becomes a serious question. A few Volunteer Fire Departments have substantial community support and are thriving. Others are in decline.

Fundraising is the basic source for the local volunteer department operating expenses. Some funds come from the County for building support and essentials, but the routine cash flow for operations comes from the fundraisers. If the community does not support the fundraiser, that lack of support reduces resources that protect the community.

Sometimes a volunteer fire department community may have a well-oiled fund raising machine and still lacks sufficient involvement due to a disconnect between the local volunteer fire department and the community. Community involvement on the governing board and local events provide the ingredients for a vibrant fire department. One Volunteer Fire Department that is struggling to survive has a governing board made up of only firefighters without community involvement, and until recently, went many years without a community event to bring together residents interested in the success of the fire department and the fire department personnel.

Not having a dedicated NCFC to support the volunteer chiefs, firefighters, and boards, exacerbates the volunteer fire department difficulties. If a dedicated NCFC existed in Napa County whose focus was to support and build the volunteer departments, the roster of the volunteer departments should begin to rebuild. Some volunteer departments may not need this support, but others do. One Volunteer Fire Chief stated, "Napa County needs to take care of Napa County." This statement demonstrates the current need of change in the NCFD.

CAL FIRE/VOLUNTEER FIRE DEPARTMENT INTERFACE

The Memorandum of Understanding, between Napa County and the nine (9) Volunteer Fire Departments establishes the Volunteer Departments, the Volunteer Chiefs and the Chiefs Advisory Board. The NAPA COUNTY FIRE DEPARTMENT's Organization Chart outlines the chain-of-command with the NCFC and the CAL FIRE 6 County Unit Chief filling the same position (See Appendix X).

CAL FIRE career personnel, specifically middle management, often perceive Volunteer Fire Department Chiefs and firefighters as marginally trained at best, when in fact, they

train and work side by side in many cases. It is true the career teams have daily activities that build their experience base, but many veteran volunteers have a superb history in firefighting, education and training. Also, volunteers know topography, local winds, weather patterns, access roads, and where structures are located. Besides having local knowledge, some volunteer chiefs are fire technology trainers and/or have diverse education backgrounds that exceed career personnel in various Fire/EMS procedures.

Among the volunteer fire community there is a perception their contributions as concerned citizens who volunteer for the fire protection service are not sufficiently acknowledged or recognized. This creates a strained relationship. Often volunteers are treated with a lack of respect (which may be subtle) that impairs the effectiveness of a fire or EMS response where both career and volunteer personnel are present. A volunteer chief who is the first at a Fire/EMS emergency becomes the Incident Commander (IC). Occasionally, that volunteer IC is summarily replaced by career personnel irrespective of that IC's service, education and performance.

All the Volunteer Chiefs belong to a Chiefs Advisory Board where issues between the CAL FIRE organization and the Volunteer Departments are supposed to be discussed. Some Volunteer Chiefs have indicated that communications are often one-way from CAL FIRE to the Volunteer Chiefs. An incident was described where the Chiefs Advisory Board unanimously agreed that a proposed new \$250,000 item of equipment was not needed by Napa County because the existing equipment was fully satisfactory. Yet, CAL FIRE spent \$250,000 of Napa County funds for the new equipment against the advice of the Advisory Board without explanation or justification. A Volunteer Chief stated:

The Volunteer Advisory Board makes a decision on Tuesday and CAL FIRE makes a different decision on Wednesday.

Another stated,

The impression one gets when attempting to work with CAL FIRE on these issues is one of patronizing disregard to the impact of the issues at hand.

Another stated,

Volunteers are not employees. The Chiefs serve the communities and serve as the leaders and representatives of the volunteers. Napa County Fire deserves leadership and administration that recognizes and respects volunteers, not an administration that wants (paid) employees.

Another stated,

NAPA COUNTY FIRE DEPARTMENT needs to be cost effective and it needs to maintain the asset of a large professional organization of (trained) volunteers.

And a national Fire Consultant stated,

The more CAL FIRE is involved, the faster you run off volunteers. The attitude about volunteers starts at the top.

And a CAL FIRE employee stated,

The Unit Chief has too much to do to have responsibility for each Volunteer Chief.

In the opinion of this Grand Jury the position of NCFC and the position of LNU Chief, who supervises six counties, should be separated. Thereby a dedicated NCFC would have his/her primary allegiance to the taxpayers of Napa County, would support local volunteers and create an atmosphere of respect between CAL FIRE and the volunteer personnel. In Sonoma County the two positions are separate (See Appendix XI) and a similar organization structure should be considered by Napa County.

ORGANIZATION

CAL FIRE 6 COUNTY UNIT CHIEF

The CAL FIRE organizations in the State of California are divided into Northern and Southern Regions that provide year around State mandated fire protection services to all watershed lands at no cost to the counties. Those Regions combined are divided into 21 units. The LNU is one of those units which includes Lake, Napa, Sonoma, Colusa, Yolo and Solano Counties. Each Unit has a Unit Chief who manages the Unit's operations and personnel. The LNU 6 County Unit Chief has a job description from the State of California titled, Position Essential Functions Duties Statement (See Appendix XII). The LNU Unit headquarters is located at 1199 Big Tree Road, St. Helena, California. Year around CAL FIRE stations providing mandated services by the State in Napa County include Greenwood Ranch, Napa, Spanish Flat, St. Helena and Yountville. The Las Posadas and Gordon Valley stations operate only during fire season. These stations are financed and operated under the CAL FIRE agency of the State of California.

Historically, the Napa County/CAL FIRE Agreement originates with CAL FIRE. The billing to Napa County is authorized by the 6 County Unit Chief. It is then reviewed by the Napa County CEO's office and presented to the Napa County Auditor-Controller for payment.

NAPA COUNTY FIRE CHIEF

The ultimate authority and responsibility for Fire/EMS protection in Napa County lies with the Napa County BOS. The BOS has assigned the CAL FIRE 6 County Unit Chief concurrently the position of NCFC.

The NCFC position has no job description and is filled by the CAL FIRE LNU 6 County Unit Chief who operates under a job description written by the State of California (See Appendix XII), not Napa County. The 6 County Unit Chief is a State employee. This organizational structure creates a less than full time commitment and attention to the fire protection needs of the Napa County taxpayers.

The nine (9) Napa County independent Volunteer Fire Departments, with their Chiefs and governing boards, operate under the chain of command of the CAL FIRE 6 County Unit Chief/NCFC. Under this arrangement the Volunteer Fire Department Chiefs and firefighters are treated as "second class" providers and are not respected by the management of CAL FIRE or the Battalion Chiefs. There is a strained relationship between the volunteers and CAL FIRE. Nationally, volunteer firefighters are decreasing in numbers and this strained relationship accelerates that volunteer decrease. A full time dedicated NCFC whose commitment and attention to the preservation and support of the Volunteer Fire Departments would reverse that decrease and shift commitment and attention back to the taxpayers of Napa County.

It is the opinion of this Grand Jury that the interests of the taxpayers of Napa County are best served by a dedicated NCFC, whether or not a CBA is undertaken, or whether there is efficiency in having one person hold the position of CAL FIRE 6 County Unit Chief and the NCFC at the same time.

NAPA COUNTY FIRE CHIEF ACCESS TO BOARD OF SUPERVISORS

This Grand Jury urges the BOS to authorize and direct the Napa County CEO to create a job description and hire an individual to be independent from the CAL FIRE organization, as the NCFC. This person would answer to the CEO, the BOS, and ultimately to the taxpayers of Napa County.

To the knowledge of this Grand Jury there is no written policy or procedure for appeals of decisions made by the CAL FIRE 6 County Unit Chief/NCFC, or by the Volunteer Fire Department Chiefs or their governing boards to the Napa County BOS except as concerned citizens.

DISPATCH SERVICES

Napa Central Dispatch Center (located in the city of Napa) is the Primary Safety Answering Point for 911 emergency calls for the city of Napa, American Canyon, Town of Yountville and all unincorporated areas of Napa County, however, some 911 calls in

the northern part of Napa County are routed through the California Highway Patrol (CHP) in Benicia which redirects applicable calls to Napa Central Dispatch.

Currently, all these 911 calls go through the Napa Central Dispatch which dispatches all law enforcement, ambulance, and calls for fire/EMS, but redirects the Fire/EMS calls to CAL FIRE. Currently, CAL FIRE then dispatches the Fire/EMS calls to the Volunteer Fire Departments and the CAL FIRE units. If Napa Central Dispatch dispatched the Napa County volunteer Fire/EMS calls directly, instead of redirecting the call to CAL FIRE, the response time and costs should be reduced. CAL FIRE would continue to receive applicable calls and dispatch their own CAL FIRE units.

As part of the ongoing CAL FIRE Agreement, and cost to Napa County, CAL FIRE has provided dispatch services for the CAL FIRE units as well as the Volunteer Fire Department personnel and equipment. The dispatch calls are about 95% for EMS medical calls, not fire, for the volunteer units. Unfortunately, on one occasion, CAL FIRE Dispatch did not call out a Volunteer Department for a fire that was fully within the boundaries of that Volunteer Department. And other times, due to lack of familiarity by CAL FIRE Dispatch, the calls went to one Volunteer Department instead of another that was closer and/or better equipped to respond to the needs described in the call.

As Napa Central Dispatch currently dispatches law enforcement, ambulance, etc. calls throughout the County, Napa Central Dispatch has an excellent understanding of Napa County territory and would provide Fire /EMS dispatch efficiently.

For the FY 2010-11 the Napa County CAL FIRE Dispatch Budget was \$230,000 (See Appendix XIII). In the opinion of this Grand Jury, that service could be reassigned to the existing Napa Central Dispatch which would reduce costs and reduce response times. Napa Central Dispatch management indicates, "...Napa Central Dispatch could provide direct call taking and dispatching services for Fire/EMS calls in the County areas." Due to limited space they would need to expand their facilities and add some personnel, but in time this change would result in long term savings.

TRANSITION CAL FIRE SERVICES TO NAPA COUNTY FIRE DEPARTMENT

Some of the five counties in the LNU Unit, other than Napa, have already made a transition of Fire/EMS services to a dedicated county fire department. Others have not contracted with CAL FIRE at all. The counties of Colusa, Yolo and Solano do not have any contracts with CAL FIRE. Lake County contracts with CAL FIRE for one area, the South Lake County District which is budgeted for \$2,443,705. Sonoma County discontinued its county wide CAL FIRE coverage in the mid 1990s and has its own fire departments now. However, Sonoma County has a few specialized areas covered with CAL FIRE agreements utilized to supplement County services, such as The Sea Ranch (\$749,181), Monte Rio (\$124,055), Wilmar (\$129,302), and Cloverdale (\$31,416) totaling \$1,033,954 for all Sonoma County CAL FIRE agreements.

Within the LNU Unit, the Napa County Approved Budget (See Appendix I) for CAL FIRE is \$8,267,184 which is in contrast to the other five counties having a combined total CAL FIRE budget of \$3,477,659. This voices the question, why should Napa County pay \$4,789,525 more for CAL FIRE services than the combined total of all other five counties? A published CBA comparing costs would provide Napa County valuable information for future reductions in fire protection costs.

When Sonoma County discontinued the full county coverage with CAL FIRE, which was similar to Napa County's current full county coverage, their fire protection budget was reduced substantially. Now Sonoma County's 15 volunteer fire companies provide Fire/EMS protection for the residents throughout the county, except for the specialized areas listed above.

The CAL FIRE Mission Statement states, "...the protection of the State's grass, brush, and tree covered watersheds in SRA from wildland fire." This includes Napa County. In the event of a wildland fire in Napa County, CAL FIRE will respond as it responds in all the other counties of the State. A transition from the CAL FIRE Agreement services to the NCFD would not change how CAL FIRE responds to wildland fires in Napa County under the State mandate.

A transition of services from CAL FIRE to the NCFD will have unexpected costs. The Napa County Fire Protection Fund (account #52232700), which has accumulated over the years with budgeted funds that were not used, has a balance of \$10,231,461 at the end of the 2010-11 FY. If the current fiscal year required more funds, then that fund balance will decrease, and if less funds are used, that fund balance will increase. Nevertheless, there is a significant amount of money available for a transition from CAL FIRE to the NCFD.

The existing Memorandum of Understanding (MOU) between the COUNTY OF NAPA and VOLUNTEER FIRE DEPARTMENTS, states,

The purpose of this Agreement is to provide within the COUNTY OF NAPA, the highest level of fire suppression, fire prevention, emergency medical, specialized rescue and hazardous materials response in the most cost efficient manner for reduction of life or property loss and damage due to fires, illness, accidents and other disasters.

That purpose can be fulfilled under the NCFD without the expense of the CAL FIRE Agreement.

If the NCFD replaced the services, now provided by CAL FIRE at \$8,267,184, it would have to expand services throughout the year (similar to Sonoma County) that would work in tandem with the established nine Volunteer Fire Departments currently in Napa County. The next steps in that direction would be:

- do a cost benefit analysis,
- write a NCFD job description,

- hire a NCFC based on the job description, and then,
- the new Fire Chief would build the NCFD staff and operations to a level necessary to provide adequate fire protection for the residents of Napa County while reducing CAL FIRE services.

The Sonoma County Organization Chart (See Appendix XI) illustrates an operation independent of CAL FIRE, with minor exceptions. In that kind of organization the strained relationship between the volunteers and CAL FIRE is minimized. Also, the support of the Volunteer Departments is directly connected to the community and the County. In the opinion of this Grand Jury, the CAL FIRE Agreement with Napa County is not only very expensive, but also detrimental to the Volunteer Fire Chiefs and the Volunteer Fire Departments. These issues can be resolved by transitioning the existing CAL FIRE services to the NCFD, minimizing the County's dependence on CAL FIRE.

A recent CAL FIRE correspondence to the LNU 6 County Unit Chief states:

It is our belief that this ancient model (the current MOU) is being perpetuated by the Volunteer Chiefs themselves simply to maintain their own independent power base and control of their private "kingdoms".

And,

It is our opinion that the current proposal to have all nine Volunteer Chiefs report directly to you (Unit Chief) personally, and for you (Unit Chief) to supervise them is unrealistic and unworkable.

And,

While recognizing the value and necessity of a volunteer firefighting component within NCFD, and the fact that this MOU is an agreement between Napa County and the nine Volunteer Departments, it seems incredible that the future organization of NCFD hangs on decision made by individuals who work as a gardener, vintner, school teacher, fire extinguisher serviceman, etc.

The September 11, 2007 Agenda Letter from the County Fire Chief regarding the NAPA COUNTY FIRE DEPARTMENT/Citygate Associates states,

The Napa County Fire Department must continue to evolve with the changing demands for service...and a support organization adequate for the Department.

As stated above by some of the middle management at CAL FIRE, the existing model is not working, Volunteer Chiefs reporting to the LNU 6 County Unit Chief is unrealistic and unworkable, and the future of the NCFD depends on a dedicated leader. These statements, plus a statement by a national fire consultant that, "The more CAL FIRE is involved, the faster you run off volunteers," demonstrate the current system is not functional. A management model similar to Sonoma County is necessary for the future of the NCFD.

In the opinion of this Grand Jury, most or all the services now provided through the CAL FIRE Agreement should be reassigned to the NCFD with a dedicated NCFC.

VALUE TO COMMUNITY CONCEPT OF SERVICE: EXPECTATIONS: WANT vs. AFFORD

The dilemma in Fire/EMS protection is cultural. Everyone expects an immediate, massive response when they dial 911--fire trucks, paramedics, ambulances, planes overhead, bulldozers, etc. The level of service in a community is linked to its financial ability and desire to provide resources. An analysis called the County Service Area 40 Analytical Review of Sonoma County states,

The decision to set a level of service is a policy choice. Often it is based on the consideration of two or more options. If a community chooses to have a major fire station, state-of-the-art apparatus, and a full complement of full-time paid personnel, the community has to be prepared to fund it accordingly. If the choice is to seek alternatives and options that are variations upon all of those attributes, then policy choices must be made to set a level of service that is consistent with the community's ability to pay.

And,

The cost of running individual volunteer fire stations is a variable that is going to increase, if for no other reason than inflation. The number of fire stations that are going to be required is a function of time, distance and growth. The number of staff assigned to those stations will be a function of the entity's ability to pay.

Volunteer fire fighters are usually the first responders in rural areas, particularly for medical aid. The tax payers of Napa County are paying for a lot of fire protection services through CAL FIRE but our volunteer fire fighters do a significant part of the work. Napa County could not provide the service the community expects without its volunteers. It is in the best interest of the County to maintain a good working relationship with its volunteer fire departments as it is the most cost effective way of delivering services to a rural area with low population densities.

It is the opinion of this Grand Jury, in light of the unprecedented high cost of CAL FIRE to Napa County taxpayers compared to other counties in the LNU Unit, that Napa County:

- needs a CBA to determine the efficiency of the CAL FIRE Agreement,
- needs a dedicated NCFC whose commitment and attention is focused on the issues of Napa County EMS and Fire Protection,
- local Volunteer Fire Departments need to be supported and rebuilt, and
- CAL FIRE services need to be transitioned to the NCFD as outlined by a CBA.

FINDINGS

The 2011-2012 Grand Jury finds that:

- F1. The Fire Station Deployment Analysis and Master Plan Implementation for Napa County Fire Department, Citygate Report was not a cost benefit analysis.
- F2. Presently, there is no job description for the NCFC. The NCFC operates under the State CAL FIRE 6 County Unit Chief job description.
- F3. Having the CAL FIRE 6 County Unit Chief who, at the same time, is also the NCFC creates a less than full time commitment and attention to Fire and Emergency services for Napa County and its taxpayers.
- F4. An assessment of CAL FIRE services vs. cost of a full service NCFD as a result of a Cost Benefit Analysis has not been completed.
- F5. If Napa County had a standalone Fire Department, without the CAL FIRE Agreement, Napa County residents could experience similar services as to what is now provided, at a significant savings to the County as demonstrated in Sonoma County.
- F6. There is a reasonable probability of saving a major part of the \$8,267,184 CAL FIRE contract budget if Napa County transitions CAL FIRE services to the NCFD.
- F7. The transition from CAL FIRE to an independent Sonoma County Fire Department has resulted in reduced fire protection expenses in Sonoma County.
- F8. Currently dispatch of Fire/EMS is provided by CAL FIRE at \$230,000 annually. The existing Napa Central Dispatch could provide these fire dispatch services at a savings to the County.
- F9. The very complex economics and multifaceted fire protection services of Napa County need to be better understood by the Napa County residents.
- F10. The very complex economics and multi faceted fire protection services of Napa County need to be clearly understood by the leadership of the County.
- F11. The current CAL FIRE agreement with Napa County is \$8,267,184 which includes an "Administrative Charge" of 11.96% equaling \$988,755 in the 2011-12 FY. This \$988,755 savings could be allocated for administration of a NCFD.
- F12. CAL FIRE has made decisions which are self serving to CAL FIRE and not in the best interest of Napa County.

- F13. Substantial accumulated County Fire Protection funds, of approximately \$10,000,000, are available that could be used for transition from CAL FIRE services to a full service volunteer and career NCFD.
- F14. The Volunteer Departments in Napa County are very cost effective providers of Fire/EMS services.
- F15. In Napa County, CAL FIRE has discouraged the use of volunteers.
- F16. CAL FIRE has ignored volunteer chiefs' recommendations.
- F17. The NCFC does not sufficiently encourage volunteer recruitment.
- F18. Some volunteer fire departments need outreach to their community, and their community needs to be directly involved with the Volunteer Fire Department boards and operations.
- F19. A balanced volunteer fire department governing Board of Directors should require a significant community representation.

RECOMMENDATIONS

The 2011-2012 Grand Jury recommends that:

- R1. Napa County write a job description and employ a NCFC who will be independent and separate from CAL FIRE employment, before contracting CAL FIRE services for the agreement year 2013-2014.
- R2. The NCFC immediately and actively support the local Volunteer Fire Department Chiefs, their Advisory Board, and governing boards.
- R3. The NCFC immediately and actively support recruitment of new firefighter volunteers.
- R4. The NCFC immediately and actively assure the volunteer fire departments governing Boards include at least 1/3 representation of community (non-firefighter) members on their Boards.
- R5. Replace CAL FIRE Dispatch services for Napa County Fire/EMS with the existing Napa Central Dispatch services which will not alter CAL FIRE dispatch of CAL FIRE units.
- R6. Napa County complete a CBA, by an independent firm, of all the fire protection services provided by CAL FIRE and NCFD before contracting CAL FIRE services for the agreement year 2014-2015.

R7. Within three years, or on the schedule outlined by the CBA, implement the CBA recommendations regarding the CAL FIRE Agreement.

REQUEST FOR RESPONSES

Pursuant the California Penal Code section 933-05, this Grand Jury requests responses as follows:

From the following individuals:

- Napa County Chief Executive Officer: F1, F2, F3, F4, F5, F6, F8, F11, F13, F14, R1, R5, R6, R7
- NAPA COUNTY FIRE CHIEF: F1, F2, F3, F4, F5, F6, F7, F8, F11, F14, F15, F16, F17, F18, R1, R2, R3, R4, R5, R6, R7
- Public Safety Administrative Service Manager: F8, R5
- Napa County Auditor-Controller: F4, F6, F11, F13, F14, R6

From the following governing bodies:

- Napa County Board of Supervisors: F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F13, F14, R1, R2, R3, R4, R5, R6, R7

From the following administrative bodies:

- Napa County Fire Chief Advisory Board: F3, F5, F6, F12, F14, F15, F16, F17, F18, F19, R1, R2, R3

GLOSSARY

BOS - Napa County Board of Supervisors

CEO - Napa County Chief Executive Officer

CAL FIRE - the California Department of Forestry and Fire Protection

CDF - California Department of Forestry and Fire Protection

CBA - Cost Benefit Analysis

DPA - Direct Protection Area

EMS - Emergency Medical Services

FRA - Federal Responsibility Area

FY - Fiscal Year

IC - Incident Commander

LRA - Local Responsibility Area, usually incorporated cities

NCFC - NAPA COUNTY FIRE CHIEF

NCFD - NAPA COUNTY FIRE DEPARTMENT

LNU Unit - also referred to as the Lake Napa CAL FIRE Unit which also includes Sonoma, Colusa, Yolo, and Solano Counties.

SRA - State Responsibility Area

Unit Chief - CAL FIRE 6 County Unit Chief

Units - refer to the fire truck and fire vehicles deployed to an emergency

Volunteers - about 200 positions held by volunteer fire fighters in Napa County

Wildland fire - any non-structure fire that occurs in the wildland

METHODOLOGY

Information for this investigation was compiled through numerous interviews, document analysis, Internet research and a field trip.

Interviews conducted included:

- CAL FIRE Personnel
- State Fire Marshall Personnel
- Napa County Auditor-Controller Office personnel
- Napa County Board of Supervisors
- Napa County Volunteer Fire Chiefs
- Sonoma County Volunteer Fire Chief
- National Fire Consultant

Field trip taken to:

Napa Central Dispatch – the primary answer point for all 911 calls for the Cities of Napa, American Canyon, Town of Yountville, and all unincorporated areas of Napa County.

Documents and websites reviewed:

- California Public Resources Code Sections 4475-4490; 4740-4741; 55640-55642
- CAL FIRE Billing Documents for FY 2010/11
- Department of Forestry and Fire Protection, Sonoma-Lake-Napa Unit, Fire Management Plan, 2005
- County of Napa, Financing Sources and Financing Uses by Budget Unit by Object, FY2010/11
- County of Riverside, Detail of Financing Sources and Financing Uses, Governmental Funds, FY 2010/11
- County of Napa, Cooperative Fire Programs, Fire Protection Reimbursement Agreement for FY 2010/11, 2011/12
- County of Napa, Organizational Chart
- County of Sonoma, Cooperative Fire Programs, Fire Protection Reimbursement, CSA #40, FY 2010/11
- County of Sonoma, Cooperative Fire Programs, Fire Protection Reimbursement, Monte Rio Fire Protection District, FY 2011/12
- County of Sonoma, Adopted Budget, FY 2010/11
- County of Sonoma Fire and Emergency Services Organizational Chart
- County Service Area #40, Analytical Review, June 2009, by Emergency Services Consulting, Inc.
- Fire Station Deployment Analysis and Master Plan Implementation for the Napa County Fire Department by Citigate Associates, LLC, 2007
- Memorandum of Understanding, County of Napa and the Volunteer Fire Departments, February, 200
- Napa County Fire Department Organizational Chart
- Napa County Fire Department Policy and Procedure Manual
- Napa County Fire Department Training Requirements
- Napa County Statement of Revenues and Expenses, Budget vs. Actual
- Napa County Grand Jury Report, 2001/2002 Final Report, Municipal Fire
- Napa County Grand Jury 2007/2008 Final Report, Napa County Municipal Fire Departments including Responses

www.co.lake.ca.us

www.countyofnapa.org

www.fire.ca.gov

www.sonoma-county.org

www.uscensusbureau.countyofcolusa

www.uscensusbureau.countyofyolo
www.yolocounty.org

also websites for the counties of Mariposa, Riverside, Marin, Amador, Tulare, Nevada, Placer, Eldorado, Shasta, Mendocino, Tehama, Butte, Merced, Monterey, San Benito, San Luis Obispo, and Santa Barbara.

APPENDIX

- I. 2011-2012 Napa County Fire Protection Budget
- II. LNU Unit breakdown--Acres, Sq. Miles
- III. 2011-2012 Napa County/CAL FIRE Agreement
- IV. BOS --Board Agenda Letter 6/21/11
- V. 2007-08 Grand Jury Report Responses BOS, FIRE
- VI. Fire Station Deployment Analysis and Master Plan Implementation for Napa County Fire Department--Volumes 1, 2 and 3, Citygate Associates, LLC, 2007
Summary- <http://services.countyofnapa.org/agendanetdocs/agendas/bos/9-11-2007/7134/cdfexecutivesummary.pdf>
Part 1- <http://services.countyofnapa.org/agendanetdocs/agendas/bos/9-11-2007/7134/volume1napacountyreport.pdf>
Part 2- <http://services.countyofnapa.org/agendanetdocs/agendas/bos/9-11-2007/7134/volume2napacountymapatlas3.pdf>
Part 3- <http://services.countyofnapa.org/agendanetdocs/agendas/bos/9-11-2007/7134/volume3napacountystatsappendix.pdf>
- VII. Fire Management Plan 2005--LNU Unit--go to
<http://cdfdata.fire.ca.gov/pub/fireplan/fpupload/fpppdf107.pdf>
- VIII. 2011-2012 Sonoma County Fire Protection Budget
- IX. Administrative Charge Description
- X. Napa County Fire Department Organization Chart Feb 2012
- XI. Sonoma County Organization Chart 2011
- XII. 6 County Unit Chief Job Description
- XIII. Dispatch Costs 2006-2011

State Controller Schedules
 County Budget Act
 January 2010

County Of Napa
 Financing Sources and Uses by Budget Unit by Object
 Fiscal Year 2011-2012

Schedule 9

MAIN EXPENDITURE OBJECTS:
 SALARIES & EMPLOYEE BENEFITS
 SERVICES & SUPPLIES
 OTHER CHARGES
 EXPENDITURE TRANSFERS & REIMBURSEMENTS
 FIXED ASSETS

BUDGET # 25800
 BUDGET UNIT: FIRE PROTECTION
 FUNCTION: Public Protection
 ACTIVITY: Fire Protection

Account No.	Expenditure Classification	Actual 2009-2010	Estimated 2010-2011	Proposed By The Board of Supervisors 2011-2012	Final Budget Approved by Supervisors 2011-2012	Fund No.
Services & Supplies						
52060000	CLOTHING/PERSNAL SUPL	146,417.45	71,835.88	146,000.00	146,000.00	1080
52070000	COMMUNICATIONS	32,570.86	35,664.80	32,350.00	32,350.00	1080
52080000	CLIENT MEAL EXPENSES	1,827.12	934.07	5,000.00	5,000.00	1080
52090000	HOUSEHOLD EXPENSE	20,258.14	14,789.00	17,000.00	17,000.00	1080
52100000	INSURANCE - PREMIUMS	0.00	0.00	60,000.00	60,000.00	1080
52100300	INSURANCE:LIABILITY	58,523.00	50,072.00	35,239.00	35,239.00	1080
52100400	INSURANCE:DISABILITY	5,921.00	5,628.00	5,921.00	5,921.00	1080
52120000	MAINTENANCE:EQUIP	180,158.87	189,360.62	227,000.00	227,000.00	1080
52130000	MAINT:BLDG & IMP	22,323.50	24,591.62	24,000.00	24,000.00	1080
52140000	LABORATORY SUPPLIES	33,486.13	26,997.64	28,500.00	28,500.00	1080
52150000	MEMBERSHIPS	1,893.85	1,785.00	16,500.00	16,500.00	1080
52170000	OFFICE EXPENSE	41,345.18	33,634.35	46,450.00	46,450.00	1080
52170050	OFFICE SUPPLIES:FURNIT	0.00	0.00	1,000.00	1,000.00	1080
52170125	BOOKS/MEDIA/PERIODICAL	0.00	0.00	500.00	500.00	1080
52171200	OE:POSTAGE	0.00	0.00	500.00	500.00	1080
52180100	PSS:DOCTORS	32,545.44	23,896.56	37,500.00	37,500.00	1080
52180200	PSS:MGMT INFO SVCS	45,012.00	58,358.04	66,397.00	66,397.00	1080
52183500	PSS:SALES TAX REVIEW	0.00	0.00	38,322.00	38,322.00	1080
52183510	PSS:PROP TAX ADMIN FE	97,667.30	104,224.24	34,863.00	34,863.00	1080
52185000	PSS:OTHER	52,628.28	81,237.59	252,000.00	252,000.00	1080
52200000	RENTS/LEASES-EQUIP	12,442.49	12,184.72	11,600.00	11,600.00	1080
52210000	RENTS/LEASES:B/I	5,494.56	5,659.52	5,700.00	5,700.00	1080
52220000	SM TOOLS/INSTRUMENTS	4,596.03	1,966.96	8,000.00	8,000.00	1080
52232100	SDE:SPEC FIRE SUPL	346,326.75	461,531.34	497,000.00	497,000.00	1080

State Controller Schedules
 County Budget Act
 January 2010
 County Of Napa
 Financing Sources and Uses by Budget Unit by Object
 Fiscal Year 2011-2012
 Schedule 9

MAIN EXPENDITURE OBJECTS:
 SALARIES & EMPLOYEE BENEFITS
 SERVICES & SUPPLIES
 OTHER CHARGES
 EXPENDITURE TRANSFERS & REIMBURSEMENTS
 FIXED ASSETS

BUDGET # 25800
 BUDGET UNIT: FIRE PROTECTION
 FUNCTION: Public Protection
 ACTIVITY: Fire Protection

Account No.	Expenditure Classification	Actual 2009-2010	Estimated 2010-2011	Proposed By The Board of Supervisors 2011-2012	Final Budget Approved by Supervisors 2011-2012	Fund No.
52232500	SDE:FIRE CONTR CALIST	85,682.96	88,253.46	89,000.00	89,000.00	1080
52232600	SDE:FIRE CONTR ST HEL	66,529.48	67,514.88	69,000.00	69,000.00	1080
52232700	SDE:FIRE CONTR STATE	7,592,136.07	7,117,985.01	8,267,184.00	8,267,184.00	1080
52232800	SDE:FIRE CONTR SCHELL	5,390.00	5,390.00	5,400.00	5,400.00	1080
52235000	SDE:OTHER	62,801.91	57,365.64	81,500.00	81,500.00	1080
52235060	SDE:COMPT/PERIPHERAL	0.00	0.00	3,000.00	3,000.00	1080
52235080	COMPUTER SOFTWARE/LICE	0.00	0.00	108,000.00	108,000.00	1080
52235110	SDE:EMERGENCY REIMBURS	136,519.92	2,596.12	100,000.00	100,000.00	1080
52236500	SDE:EDU TRAINING PROG	29,847.34	22,020.68	53,000.00	53,000.00	1080
52243000	SDE:FIRE VOLUNTEER STI	152,150.00	174,450.00	400,000.00	400,000.00	1080
52245600	SDE: A 87 COST	127,493.00	232,649.00	254,151.00	254,151.00	1080
52250000	TRANSPORTATION & TRAV	15,484.02	11,288.69	73,500.00	73,500.00	1080
52250400	T/T:MILEAGE	24,412.54	30,440.42	0.00	0.00	1080
52260000	UTILITIES-PG&E	81,361.64	87,366.05	92,089.00	92,089.00	1080
Total Services & Supplies		\$ 9,521,246.83	\$ 9,101,671.90	\$ 11,193,166.00	\$ 11,193,166.00	
Equipment						
56600010	EQUIPMENT	778,560.60	1,251,414.99	107,324.00	107,324.00	1080
Total Equipment		\$ 778,560.60	\$ 1,251,414.99	\$ 107,324.00	\$ 107,324.00	
Other Financing Uses						
58005000	OPR TR OUT	40,484.40	20,175.00	0.00	0.00	1080
Total Other Financing Uses		\$ 40,484.40	\$ 20,175.00	\$ 0.00	\$ 0.00	
*** TOTAL EXPENSES - FUND 1080 DEPT 25800:		\$ 10,416,285.83	\$ 10,492,678.46	\$ 11,461,359.00	\$ 11,461,359.00	



SONOMA-LAKE-NAPA UNIT

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UNIT TOTALS

SONOMA-LAKE-NAPA				
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	ACRES	SQUARE MILES	PERCENTAGE
TOTAL AREA:	4,358,812	6,810	
SRA:	2,079,103	3,248	47.60%
LRA:	1,641,468	2,564	37.60%
FRA:	638,052	997	14.60%
STATE DPA:	2,319,663	3,624	53%
FEDERAL DPA:	403,632	630	9%
LOCAL DPA:	1,557,134	2,433	36%
STATE LANDS IN FEDERAL DPA:	44,972	70	11%
FEDERAL LANDS IN STATE DPA:	287,775	449	12%
ESTIMATED HOUSING UNITS IN THE SRA:	60,315		

COLUSA COUNTY

	ACRES	SQUARE MILES	PERCENTAGE
TOTAL AREA:	739,862	1,156	
SRA:	254,434	397	34%
LRA:	361,247	564	49%
FRA:	124,180	194	17%
STATE DPA:	292,250	456	40%
FEDERAL DPA:	73,181	114	9%
LOCAL DPA:	361,613	565	49%
STATE LANDS IN FEDERAL DPA:	5,396	8	7%
FEDERAL LANDS IN STATE DPA:	43,512	68	15%
ESTIMATED HOUSING UNITS IN THE SRA:	528		

LAKE COUNTY

	ACRES	SQUARE MILES	PERCENTAGE
TOTAL AREA:	850,443	1,329	
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SRA:	394,414	616	46%
LRA:	76,599	119	9%
FRA:	379,430	593	45%
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STATE DPA:	481,760	752	57%
FEDERAL DPA:	291,867	456	34%
LOCAL DPA:	76,813	120	9%
<hr/>			
STATE LANDS IN FEDERAL DPA:	39,576	62	14%
FEDERAL LANDS IN STATE DPA:	126,904	198	26%
<hr/>			
ESTIMATED HOUSING UNITS IN THE SRA:	17,074		

NAPA COUNTY

	ACRES	SQUARE MILES	PERCENTAGE
TOTAL AREA:	505,857	790	
SRA:	364,761	570	72%
LRA:	78,303	122	15%
FRA:	62,792	98	12%
STATE DPA:	432,102	675	85%
FEDERAL DPA:	28	0.004	< 1%
LOCAL DPA:	73,120	114	14%
STATE LANDS IN FEDERAL DPA:	0	0	0%
FEDERAL LANDS IN STATE DPA:	62,792	98	14%
ESTIMATED HOUSING UNITS IN THE SRA:	7,063		

SOLANO COUNTY

	ACRES	SQUARE MILES	PERCENTAGE
TOTAL AREA:	580,315	908	
<hr/>			
SRA:	87,123	136	15%
LRA:	480,335	750	83%
FRA:	14,416	23	2%
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STATE DPA:	89,229	139	15%
FEDERAL DPA:	15,765	24	3%
LOCAL DPA:	475,390	743	82%
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STATE LANDS IN FEDERAL DPA:	0	0	0
FEDERAL LANDS IN STATE DPA:	2,110	3	2%
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ESTIMATED HOUSING UNITS IN THE SRA:	2,359		

SONOMA COUNTY

	ACRES	SQUARE MILES	PERCENTAGE
TOTAL AREA:	1,025,703	1,602	
SRA:	797,188	1,245	78%
LRA:	200,957	314	20%
FRA:	27,557	43	3%
STATE DPA:	818,258	1,278	80%
FEDERAL DPA:	9,786	15	1%
LOCAL DPA:	197,659	309	19%
STATE LANDS IN FEDERAL DPA:	0	0	0
FEDERAL LANDS IN STATE DPA:	23,018	36	3%
ESTIMATED HOUSING UNITS IN THE SRA:	32,520		

YOLO COUNTY

	ACRES	SQUARE MILES	PERCENTAGE
TOTAL AREA:	653,165	1,020	
SRA:	179,236	280	27%
LRA:	443,266	692	68%
FRA:	30,662	48	5%
STATE DPA:	204,525	320	32%
FEDERAL DPA:	0	0	0%
LOCAL DPA:	448,639	701	68%
STATE LANDS IN FEDERAL DPA:	0	0	0
FEDERAL LANDS IN STATE DPA:	29,439	46	14%
ESTIMATED HOUSING UNITS IN THE SRA:	771		

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 03/2011

Napa County Agreement No. 1049

Appendix III

AGREEMENT NUMBER **1CA01567**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

County of Napa

2. The term of this Agreement is: **July 1, 2011** through **June 30, 2012**

3. The maximum amount of this Agreement is: **\$ 8,267,183.66**
Eight Million Two Hundred Sixty Seven Thousand One Hundred Eighty Three Dollars and Sixty-six Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	5	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	5	pages
Exhibit D – Additional Provisions	18	pages
Exhibit E – Description of Other Services	0	pages

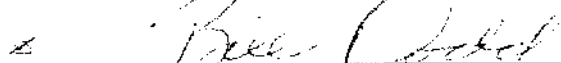
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

County of Napa

BY (Authorized Signature)



DATE SIGNED (Do not type)

6-30-11

PRINTED NAME AND TITLE OF PERSON SIGNING

Bill Dodd

ADDRESS

1195 Third Street, Napa, CA 94559

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246 Sacramento, CA 94244-2460

*California Department of General
Services Use Only*

Contractor Name: County of Napa

Contract No: ICA01567

- 2 -

**EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:		Local Agency:	County of Napa
Name:	Tim Streblow	Name:	Bill Dodd
Phone:	707-967-1400	Phone:	707-253-4386
Fax:	707-967-1473	Fax:	707-253-4176

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Tim Streblow	Local Agency:	County of Napa
Section/Unit:	Sonoma-Lake-Napa	Section/Unit:	Board of Supervisors
Attention:	Stacie McCambridge	Attention:	Bill Dodd
Address:	1199 Big Tree Road St. Helena, CA 94574	Address:	1195 Third Street Napa, CA 94559
Phone:	707-967-1417	Phone:	707-253-4421
Fax:	707-967-1473	Fax:	707-253-4176

Send an additional copy of all correspondence to:

**CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460**

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

Contractor Name: County of Napa

Contract No: ICA 0196-7

- 3 -

EXHIBIT A **SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

- 1) Emergency fire protection, emergency response and basic life support: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); Emergency Medical Technician (EMT) level emergency medical and rescue response; public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.
- 2) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.
- 3) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is

Contractor Name: County of Napa

Contract No: ICA 01567

- 4 -

staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

- 4) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.
- 5) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.
- 6) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)
- 7) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)
- 8) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

Contractor Name: County of Napa

Contract No: ICA01967

- 5 -

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

Contractor Name: County of Napa

Contract No: ~~ICA 01567~~

- 6 -

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

Contractor Name: County of Napa

Contract No: 1CA 01567

- 7 -

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary

Contractor Name: County of Napa

Contract No: ICA01967

- 8 -

plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-Post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

Contractor Name: County of Napa

Contract No: 1CA 015671

- 9 -

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within thirty (30) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY intends to extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.
 - C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in

Contractor Name: County of Napa

Contract No: 1CA 0156-1

- 10 -

which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:** If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party.

Contractor Name: County of Napa

Contract No: ICA015671

- 11 -

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **TIMELINESS**: Time is of the essence in the performance of this agreement.
11. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
12. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
13. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
14. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
15. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**
- The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", "business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.
16. **LIABILITY INSURANCE**
- The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE

Contractor Name: County of Napa

Contract No: ICA 01567

- 12 -

shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services -- Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
17. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.
 - B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
 - C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
18. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Contractor Name: County of Napa

Contract No: ICA 01567

- 13 -

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

19. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
20. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
21. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
22. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
23. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
24. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

Contractor Name: County of Napa

Contract No: 1CA 0156-7

- 14 -

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

Contractor Name: County of Napa

Contract No: ICA 01567

- 15 -

LOCAL AGENCY employees who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Self Insurance** - (Provider Insurance Certification addressed under additional documentation below) and/or proof of Self-insurance for:

Workers' Compensation Benefits (State and Local Government Employees)

Tort Liability

Vehicle Liability

Contractor: **County of Napa**

Contract No.: **1CA01567**

Page No.: 16

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142 and 4144

NAME OF LOCAL AGENCY: County of Napa

CONTRACT NUMBER: 1CA01567

Index: 1400

PCA: 17300

Fiscal Year: 2011/2012

This is Schedule A of Cooperative Agreement originally dated July 1, 2011, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

**EXHIBIT D, SCHEDULE A
FISCAL DISPLAY
PRC 4142**

NAME OF LOCAL AGENCY: COUNTY OF NAPA

INDEX 1400 PCA 17300 FISCAL YEAR 11/12

This is Schedule A of the Cooperative Agreement, originally dated July 1, 2011,
by and between the California Department of Forestry and Fire Protection
of the State of California and the County of Napa.

PERSONNEL SALARIES

	NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	BENEFITS 61.34%	SUB TOTAL
Non Sup B1407	1	BC	7/1-12/31	6	5,643	33,858.00	20,768.50	54,626.50
Battalion 16	1	FC	7/1-12/31	6	4,432	26,592.00	16,311.53	42,903.53
Battalion 14	1	FC	7/1-12/31	6	4,432	26,592.00	16,311.53	42,903.53
GWR	2	FC	7/1-12/31	12	4,582	54,984.00	33,727.19	88,711.19
Training	2	FC	7/1-12/31	12	4,423	53,076.00	32,556.82	85,632.82
ECC	1	FC	7/1-12/31	6	4,432	26,592.00	16,311.53	42,903.53
	19	FAE	7/1-12/31	114	3,849	438,786.00	269,151.33	707,937.33
Non Sup B1407	1	BC	1/01-6/30	6	5,756	34,536.00	21,184.38	55,720.38
Battalion 16	1	FC	1/01-6/30	6	4,521	27,126.00	16,639.09	43,765.09
Battalion 14	1	FC	1/01-6/30	6	4,521	27,126.00	16,639.09	43,765.09
GWR	2	FC	1/01-6/30	12	4,521	54,252.00	33,278.18	87,530.18
Training	2	FC	1/01-6/30	12	4,521	54,252.00	33,278.18	87,530.18
ECC	1	FC	1/01-6/30	6	4,521	27,126.00	16,639.09	43,765.09
	19	FAE	1/01-6/30	114	3,926	447,564.00	274,535.76	722,099.76
	12	FF I	11/1-5/31	84	3,061	257,124.00	157,719.86	414,843.86
						1,589,586.00	975,052.05	2,564,638.05

SAFETY SALARIES 2,564,638.05

	NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	BENEFITS 60.14%	SUB TOTAL
	2.5	OA	7/1-6/30	30	2,826	84,780.00	50,986.69	135,766.69
	1	OT	7/1-6/30	12	3,264	39,168.00	23,555.64	62,723.64
	1	SSA	7/1-6/30	12	3,841	46,092.00	27,719.73	73,811.73
	1	AO 1	7/1-6/30	12	4,622	55,464.00	33,356.05	88,820.05
	1	WW	7/1-6/30	12	3,505	42,060.00	25,294.88	67,354.88
						267,564.00	160,912.99	428,476.99

NON-SAFETY SALARIES 428,476.99

	NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	BENEFITS 50.53%	SUB TOTAL
	3.25	Comm Op	7/1-6/30	39	4,033	157,287.00	79,477.12	236,764.12
	3	HEM	7/1-6/30	36	4,209	151,524.00	76,565.08	228,089.08
						308,811.00	156,042.20	464,853.20

NON-SAFETY SALARIES 464,853.20

EXTENDED DUTY WEEK COMPENSATION

	NO	CLASS	PERIOD	MON	RATE	TOTAL POT	RETIRE 33.95%	SUB TOTAL
72 hr	1	BC	7/1-6/30	13	2,280	29,640.00	10,062.78	39,702.78
	7	FC	7/1-6/30	91	2,310	210,210.00	71,366.30	281,576.30
	19	FAE	7/1-6/30	247	2,010	496,470.00	168,551.57	665,021.57
	12	FF I	11/1-5/31	84	1,119	93,996.00	31,911.64	125,907.64
						830,316.00	281,892.28	1,112,208.28

EXTENDED DUTY WEEK COM 1,112,208.28

UNPLANNED OVERTIME

	NO	CLASS	PERIOD	MON	RATE	ANMOUNT	BENEFITS 1.45%	SUB TOTAL
						350,000.00	5,075.00	355,075.00

UNPLANNED OT 355,075.00

UNEMPLOYMENT			MON	RATE	TOTAL POT	UNEMPL 17.51%	SUB TOTAL
NO	CLASS	PERIOD					
12	FF I	11/1-5/31	84	3,061	257,124.00	45,022.41	
UNEMPLOYMENT							45,022.41

EDUCATIONAL BENEFIT			MON	RATE	TOTAL ED. BENE	BENEFITS 61.34%	SUB TOTAL
NO	CLASS	PERIOD					
27	PERM SAFETY	7/1 - 6/30	324	75	24,300.00	14,905.62	39,205.62
EDUCATIONAL BENEFIT							39,205.62

NIGHT SHIFT DIFFERENTIAL			MON	RATE		50.53%	TOTAL
NO	CLASS	PERIOD					
3.25	Comm Op	7/1 - 6/30	39	86	3,354.00	1,694.78	5,048.78
NIGHT SHIFT DIFFERENTIAL							5,048.78

COMMERICAL DRIVERS LICENSE			MON	RATE		0.00%	TOTAL
NO	CLASS	PERIOD					
3.00	HEM	7/1 - 6/30	36	205	7,380.00	-	7,380.00
LICENSE DIFFERENTIAL							7,380.00

FIRE MISSION DIFFERENTIAL			MON	RATE		50.53%	TOTAL
NO	CLASS	PERIOD					
3.00	HEM	6/1 - 11/31	36	398	14,328.00	7,239.94	21,567.94
FIRE MISSION DIFFERENTIAL							21,567.94

LONGEVITY PAY			AMOUNT				
			36,000.00				
LONGEVITY PAY							36,000.00

HAZARDOUS MATERIAL RESPONSE PAY			AMOUNT				
11 Members			20,000.00				
HAZMAT PAY							20,000.00

TOTAL PERSONNEL SERVICES	5,099,476.27
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OPERATING EXPENSE

UTILITIES		MONTHS	RATE	AMOUNT
Napa Station	TYPE			
	1/2 ALL STATION UTILITIES	12	1200	14,400.00
UTILITIES				14,400.00

UNIFORMS			MONTHS	RATE	AMOUNT	BENEFITS 33.95%	AMOUNT
NO	CLASS	PERIOD					
27	PERM SAFETY		324	69.17	22,411.08	7,608.56	30,019.64
10	SEASONAL		70	70.00	4,900.00	1,663.55	6,563.55
3	HEM		36	37.50	1,350.00	-	1,350.00
3.25	COMM OP		39	37.50	1,462.50	-	1,462.50
					30,123.58	9,272.11	39,395.69
UNIFORMS							39,395.69

PERSONAL CARE			MONTHS	RATE	AMOUNT	RETIREMENT		
NO								
3	HEM COVERALLS		36	9.00	324.00	-	324.00	
							PERSONAL CARE	324.00
TRAVEL AND TRAINING								
	COUNTY BUSINESS						5,000.00	
							TRAVEL AND TRAINING	5,000.00
VEHICLES								
NO	OWNER	TYPE		RATE			AMOUNT	
5	County	Command Vehicle		0.51	5,000 miles each		12,750.00	
3	County	3-B-2 Engine		607.00	per month		21,852.00	
							VEHICLES	34,602.00
MANDATORY DRUG TESTING								
	3 Heavy Equipment Mechanic			RATE			AMOUNT	
				368.00			1,104.00	
							MISCELLANEOUS	1,104.00
							TOTAL OPERATING EXPENSES	94,825.69
ADMINISTRATIVE CHARGE								
							11.96% of GROSS EXPENDITURES	
								5,194,301.96
							ADMIN CHARGE	621,238.51
							GRAND TOTAL - SCHEDULE A	5,815,540.48

Last Year = \$5,684,904.15

This Year = \$5,815,540.48

CHANGES:

Benefit increase

61.32% to 61.3%

30.68% to 33.95%

1.45% added to Unplanned OT

Benefit Decrease

60.33% to 60.14%

51.68% to 50.53%

Admin Fee

11.06% to 11.96%

2/28/2011

EXHIBIT D, SCHEDULE A
 FISCAL DISPLAY
 PRC 4142

NAME OF LOCAL AGENCY: COUNTY OF NAPA (AMADOR)
 INDEX 1400 PCA 17310 FISCAL YEAR 11/12

This is Schedule A of the Cooperative Agreement, originally dated July 1, 2011
 by and between the California Department of Forestry and Fire Protection
 of the State of California and the County of Napa.

EMERGENCY RESPONSE BONUS PAY					TOTAL	RETIRE	SUB
NO	CLASS	PERIOD	MON	RATE	POT	33.95%	TOTAL
2	FEM	11/1 - 5/31	14	290	4,060.00	1,378.37	5,438.37
							ERB 5,438.37

UNPLANNED OVERTIME		BENEFITS	SUB
AMOUNT	1.45%	TOTAL	
50,000.00	725.00	50,725.00	
			UNPLANNED OT 50,725.00

TOTAL PERSONNEL SERVICES 56,163.37

OPERATING EXPENSE

					TOTAL	SUB
NO	CLASS	PERIOD	MON	RATE	POT	TOTAL
	4	BC	11/1 - 5/31	28	949	26,572.00
Training	2	FC	11/1 - 5/31	14	787	11,018.00
					37,590.00	-
						26,572.00
						11,018.00
						37,590.00

deleted Napa Training Capl

AMADOR SUPPORT 37,590.00

COMMUNICATIONS

Flat Rate	TYPE	UNITS	MONTHS	RATE/MO.	AMOUNT/YR
	Mobile	9	7	13.70	\$863.10
	Handie Talkies	9	7	7.42	\$467.46
	Siren	7	7	8.29	\$406.21
	Fixed Station	2	7	66.31	\$928.34
					COMMUNICATIONS \$2,665.11

UTILITIES

FACILITY	MONTHS	RATE/MO	AMOUNT
NAPA STATION (1/2 Utilities)	7	\$1,200.00	\$8,400.00
SPANISH FLAT	7	\$975.00	\$6,825.00
EMERGENCY COMMAND CENTER	7	\$90.00	\$630.00
			UTILITIES \$15,855.00

VEHICLES

NO	OWNER	TYPE	RATE	MOS	AMOUNT
6	STATE	COMMAND VEHICLE	2,000 MILES EACH		6,120.00
2	STATE	ENGINE	1,431.00 PER MO	14	20,034.00
					VEHICLES \$26,154.00

B1414 B1415 B1416 T1437 T1438 B1403

TOTAL OPERATING EXPENSES 82,264.11

ADMINISTRATIVE CHARGE

11.96% of GROSS EXPENDITURES \$ 138,427.48

ADMIN CHARGE \$ 16,555.93

GRAND TOTAL - AMADOR SCHEDULE A \$ 154,983.41

Last Year - \$158,769.95
 This Year - \$154,983.41

Changes

Benefit Increase

61.32% to 61.34%
 30.68% to 33.95%
 1.45% added to Unplanned OT

Benefit Decrease

60.33% to 60.74%
 51.08% to 50.50%

Admin Fee

11.06% to 11.96%

2/26/2011

**EXHIBIT D, SCHEDULE A
FISCAL DISPLAY
PRC 4142**

Contractor: County of Napa
Contract No.: 1CA01567
Page No: 23

NAME OF LOCAL AGENCY: COUNTY OF NAPA (CFM)
INDEX 1400 PCA 17320 FISCAL YEAR 11/12

This is Schedule A of the Cooperative Agreement, originally dated July 1, 2011
by and between the California Department of Forestry and Fire Protection
of the State of California and the County of Napa.

PERSONNEL SALARIES

SAFETY

NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	BENEFITS 61.34%	SUB TOTAL
1	BC	7/1 -12/31	6	5,643	33,858.00	20,768.50	54,626.50
1	FC	7/1 -12/31	6	4,432	26,592.00	16,311.53	42,903.53
1	BC	1/01 - 6/30	6	5,756	34,536.00	21,184.38	55,720.38
1	FC	1/01 - 6/30	6	4,521	27,126.00	16,639.09	43,765.09
					<u>122,112.00</u>	<u>74,903.50</u>	<u>197,015.50</u>

SAFETY SALARIES 197,015.50

NON-SAFETY

NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	BENEFITS 60.14%	SUB TOTAL
1	OT	7/1-6/30	12	3,264	39,168.00	23,555.64	62,723.64
2	FPS II	7/1-12/31	12	4,131	49,572.00	29,812.60	79,384.60
2	FPS II	7/1-6/30	12	4,234	50,808.00	30,555.93	81,363.93
					<u>139,548.00</u>	<u>83,924.17</u>	<u>223,472.17</u>

NON-SAFETY SALARIES 223,472.17

EXTENDED DUTY WEEK COMPENSATION

NO	CLASS	PERIOD	MON	RATE	TOTAL POT	RETIRE 33.95%	SUB TOTAL
1	BC	7/1-6/30	13	2,280	29,640.00	10,062.78	39,702.78
1	FC	7/1-6/30	13	2,310	30,030.00	10,195.19	40,225.19
					<u>59,670.00</u>	<u>20,257.97</u>	<u>79,927.97</u>

EDWC 79,927.97

UNPLANNED OVERTIME

RATE	ANMOUNT	BENEFITS 1.45%	SUB TOTAL
	16,000.00	232.00	16,232.00

UNPLANNED OT 16,232.00

EDUCATIONAL BENEFIT

NO	CLASS	PERIOD	MON	RATE	TOTAL ED. BENE	BENEFITS 61.34%	TOTAL
2	Safety	7/1 - 6/30	24	75	1,800.00	1,104.12	2,904.12

EDUCATIONAL BENEFIT 2,904.12

LONGEVITY PAY

NO	CLASS	PERIOD	MON	RATE	TOTAL FF BENE	BENEFITS	SUB TOTAL
							5,800.00

LONGEVITY PAY 5,800.00

TOTAL PERSONNEL SERVICES 525,351.75

OPERATING EXPENSE

UNIFORMS

NO	CLASS	PERIOD	MON	RATE	AMOUNT	RETIRE 33.95%	TOTAL
4/20/2011	2009 17320 CFM		12	69.17	830.04	281.80	1,111.84

1	FC	12	69.17	830.04	281.80	1,111.84
2	FPS II	24	69.17	1,660.08	563.60	2,223.68
				3,320.16	1,127.19	4,447.35

UNIFORMS 4,447.35

TRAVEL AND TRAINING

COUNTY BUSINESS 4,000.00

TRAVEL AND TRAINING 4,000.00

VEHICLES

NO	OWNER	TYPE	RATE		AMOUNT
5	County	Command Vehicle	0.51	15996	79,980 40,789.80

VEHICLES 40,789.80

TOTAL OPERATING EXPENSES 49,237.15

ADMINISTRATIVE CHARGE

11.96% of GROSS EXPENDITURES 574,588.91

ADMIN CHARGE 68,720.83

GRAND TOTAL - SCHEDULE A 643,309.74

Last Year - \$707,631.77
 This Year - \$643,309.74
 Reduction of one FPS II
 Changes

Benefit increase
 61.32% to 61.34%
 30.68% to 33.95%
 1.45% added to Unplanned OT

Benefit Decrease
 60.33% to 60.14%
 51.68% to 50.53%

Admin Fee
 11.06% to 11.96%

2/28/2011

EXHIBIT D, SCHEDULE A
FISCAL DISPLAY
PRC 4142NAME OF LOCAL AGENCY: COUNTY OF NAPA (YV)
INDEX 1400 PCA 17330 FISCAL YEAR 11/12This is Schedule A of the Cooperative Agreement, originally dated July 1, 2011,
by and between the California Department of Forestry and Fire Protection
of the State of California and the County of Napa.

PERSONNEL SALARIES

	NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	BENEFITS 61.34%	SUB TOTAL
Yountville Station	1	FC	7/1-6/30	6	4,432	26,592.00	16,311.53	42,903.53
	11	FAE	7/1-6/30	66	3,849	254,034.00	155,824.46	409,858.46
	1	FC	7/1-6/30	6	4,521	27,126.00	16,639.09	43,765.09
	11	FAE	7/1-6/30	66	3,926	259,116.00	158,941.75	418,057.75
						566,868.00	347,716.83	914,584.83
SAFETY SALARIES								914,584.83

EXTENDED DUTY WEEK COMENSATION

NO	CLASS	PERIOD	MON	RATE	TOTAL POT	RETIRE 33.95%	SUB TOTAL
1	FC	7/1-6/30	13	2,310	30,030.00	10,195.19	40,225.19
11	FAE	7/1-6/30	143	2,010	287,430.00	97,582.49	385,012.49
					317,460.00	107,777.67	425,237.67
EDWC							425,237.67

UNPLANNED OVERTIME

ANMOUNT	BENEFITS 1.45%	SUB TOTAL
75,000.00	1,087.50	76,087.50
UNPLANNED OT		76,087.50

EDUCATIONAL BENEFIT

NO	CLASS	PERIOD	MON	RATE	TOTAL ED. BENE	BENEFITS 61.34%	SUB TOTAL
12	PERM SAFETY	7/1 - 6/30	144	75	10,800.00	6,624.72	17,424.72
EDUCATIONAL BENEFIT							17,424.72

LONGEVITY PAY

AMOUNT
5,000.00**LONGEVITY PAY 5,000.00**

HAZARDOUS MATERIAL RESPONSE PAY

AMOUNT
5,500.00**HAZMAT PAY 5,500.00****TOTAL PERSONNEL SERVICES 1,443,834.72**

OPERATING EXPENSE

UNIFORMS

NO	CLASS	MONTHS	RATE	AMOUNT	BENEFITS 33.95%	SUB TOTAL
12	PERM SAFETY	144	69.17	9,960.48	3,381.58	13,342.06

Contractor: County of Napa
Contract No.: TCA01567

UNIFORMS 18,342.06

TRAVEL AND TRAINING

COUNTY BUSINESS

3,500.00

TRAVEL AND TRAINING 3,500.00

VEHICLES

NO	OWNER	TYPE	RATE		AMOUNT
1	County	4-B-2 Engine	731.00	per month	8,772.00
1	County	3-B-2 Engine	607.00	per month	7,284.00

VEHICLES 16,056.00

TOTAL OPERATING EXPENSES 32,898.06

ADMINISTRATIVE CHARGE

11.96% of GROSS EXPENDITURES

1,476,732.78

ADMIN CHARGE 176,617.24

GRAND TOTAL - SCHEDULE A 1,653,350.03

Last Year = \$1,570,998.69

This Year = \$1,653,350.03

Changes;**Benefit increase**

61.32% to 61.34%

30.68% to 33.95%

1.45% added to Unplanned OT

Benefit Decrease

60.33% to 60.14%

51.68% to 50.53%

Admin Fee

11.06% to 11.96%

2/28/2011

Contractor: **County of Napa**

Contract No.: **1CA01567**

Page No.: 25

EXHIBIT D, SCHEDULE B
STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: County of Napa

This is Schedule B of Cooperative Agreement originally dated July 1, 2011, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2011/2012

(See Attached)

Contractor: County of Napa

Contract No.:1CA01567

Page No: 26

EXHIBIT D, SCHEDULE B**STATE FUNDED RESOURCES****NAME OF LOCAL AGENCY** COUNTY OF NAPA

Fiscal Year 11/12

ADMINISTRATION

1	Unit Chief	1	Forestry Logistics Officer
1	Deputy Chief	4	Fire Captains, ECC Officers
1	Division Chief, Administration	3	Fire Captains, Prevention
4	Division Chiefs, Operations	1	Fire Captain, Pre-Fire Management
1	Division Chief, Pre-Fire Suppression	2	Fire Prevention Specialists
2	Division Chiefs, Resource Management	.5	Office Assistant
10	Battalion Chiefs, Field Operations	3	Office Technicians
1	Battalion Chief, Delta Camp	1.5	Dispatch Clerks
1	Battalion Chief, Air Attack	2	Accounting Technicians
1	Battalion Chief, Prevention	2	Senior Personnel Services Specialists
1	Battalion Chief, Training	3	Heavy Equipment Mechanics
1	Battalion Chief, Emergency Command Ctr	1	Forester I's
2	Forestry Equipment Managers	0	Forestry Assistant

FIELD OPERATIONS (Fire Season)

	Sonoma Air Attack Base	2	Air Tankers, 1 Air Attack
	Boggs Mountain Helitack Base	1	Helicopter
	Healdsburg FFS	2	Engines, 1 Dozer
	St. Helena FFS	2	Engines, 1 Dozer
	Spanish Flat FFS	2	Engines, 1 Dozer
	Middletown FFS	2	Engines, 1 Dozer
	Clearlake Oaks FFS	2	Engines, 1 Dozer
	Glen Ellen FFS	2	Engines, 1 Dozer
	Napa FFS	2	Engines
	Cloverdale FFS	2	Engines
	Hilton FFS	2	Engines
	Occidental FFS	2	Engines
	Kelsey Cobb FFS	2	Engines
	Cazadero FFS	1	Engine
	Petaluma FFS	1	Engine
	Sea Ranch FFS	1	Engine
	Brooks FFS	1	Engine
	Las Posadas FFS	1	Engine
	Gordon Valley FFS	1	Engine
	Wilbur Springs FFS	1	Engine
	Leesville FFS	1	Engine
	Santa Rosa FFS	1	Engine
	Konocti Camp	5	Fire Crew
	Delta Camp	6	Fire Crew

Contractor: **County of Napa**

Contract No.: **1CA01567**

Page No.: 27

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY: County of Napa

This is Schedule C of Cooperative Agreement originally dated July 1, 2011, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2011/2012

(See Attached)

Contractor: County of Napa

Contract No: ICA01567

Page: 25

EXHIBIT D, SCHEDULE CLOCAL FUNDED RESOURCESNAME OF LOCAL AGENCY County of Napa

Fiscal Year _11/12_

51301200	WORKER'S COMP	160,869
52060000	CLOTHING	146,000
52070000	COMMUNICATIONS	32,350
52080000	FOOD	5,000
52090000	HOUSEHOLD	17,000
52100000	INSURANCE	60,000
52100300	LIABILITY INSURANCE	35,239
52100400	DISABILITY INSURANCE	5,921
52120000	EQUIPMENT MAINTENANCE	227,000
52130000	BUILDING MAINTENANCE	24,000
52140000	MEDICAL SUPPLIES	28,500
52150000	MEMBERSHIPS	16,500
52170000	OFFICE EXPENSE	51,450
52180100	PHYSICALS	37,500
52180200	MGT INFO SERVICES	66,397
52183500	PROPERTY TAX ADMIN FEE - 0108	38,322
52183510	PROPERTY TAX ADMIN FEE - 0117	34,863
52185000	PROFESSIONAL SERVICES	252,000
52200000	LEASE OF EQUIPMENT	11,600
52210000	LEASE OF REPEATER SITE	5,700
52220000	SMALL TOOLS	8,000
52232100	SPECIAL FIRE SUPPLIES	455,000
52232500	CONTRACT - CALISTOGA	89,000
52232600	CONTRACT - ST. HELENA	69,000
52232800	CONTRACT - SCHELL VISTA	5,400
52235000	SPECIAL DEPT EXPENSE	81,500
52235080	CAD TO CAD PROJECT AT ECC	150,000
52235110	EMERGENCY REIMBURSEMENT	100,000
52236500	TRAINING/EDUCATION	53,000
52243000	VOLUNTEER STIPEND	400,000
52245600	A 87 CHARGES	254,151
52250000	TRANS/TRAVEL	13,500
52250400	MILEAGE	60,000
52260000	UTILITIES	92,089
54000200	APPROPRIATION FOR CONTINGENCIES	0.00
56600010	FIXED ASSETS	107,324
	TOTAL SCHEDULE C	3,194,175.34

EXHIBIT D, SCHEDULE D (page one)**LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES****NAME OF LOCAL AGENCY:** County of Napa

This is Schedule D of Cooperative Agreement originally dated July 1, 2011, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2011/2012

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)**LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES**

(2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

(3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.

(4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.

(5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
Flat	2005 Pierce	3 B 2	E1208810 - E27
Flat	2000 Pierce	3 B 2	E287198 - E25
Flat	2006 Pierce	3 B 2	E1230134 - E26
Flat	2009 Pierce	3 B 2	E1230134 - E12
Flat	2005 Pierce	3 B 2	E1208811 - T12
Mileage	2010 Ford	Pick up	E1332356 - P1425
Mileage	2003 Chevrolet	Pick up	E1100350 - I1422
Mileage	2010 Ford	Pick up	E1304361 - T1438
Mileage	2008 Chevrolet	Tahoe	E1163844 - B1407
Mileage	2008 Chevrolet	Tahoe	E1163845 - B1421
Mileage	2004 Ford	Pick up	E1163714 - I1423
Mileage	2009 Chevrolet	Pick up	E1291679 - T1439
Mileage	2008 Chevrolet	Pick up	E1219566 - I1428

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2011, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: County of Napa

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insureds for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2011/2012

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 16.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 17.

By: _____
Signature Printed Name

Title Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____
Signature Printed Name

Title Date

Contractor Name: County of Napa

Contract No: **1CA01567**

- 15 -

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

N/A

Board of Supervisors

1195 Third St.
Suite 310
Napa, CA 94559
www.co.napa.ca.us

Main: (707) 253-4421
Fax: (707) 253-4176



A Tradition of Stewardship
A Commitment to Service

CERTIFIED EXCERPTS FROM THE DRAFT SUMMARY OF PROCEEDINGS OF THE
NAPA COUNTY - BOARD OF SUPERVISORS REGULAR MEETING
COUNTY OF NAPA
June 21, 2011

Excerpt #1

- 1. CALL TO ORDER; ROLL CALL

The Board of Supervisors of the County of Napa met in regular session on Tuesday, June 21, 2011 at 9:00 a.m. with the following members present: Chairman Bill Dodd, Supervisors Diane Dillon, Mark Luce, Brad Wagenknecht and Keith Caldwell. Chairperson Bill Dodd called the meeting to order.

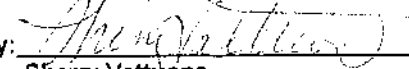
Excerpt #2

- 9L. County Fire Chief requests the following:
1. The Board receive an annual update on the Napa County Fire Department; and
2. Approval of and authorization for the Chairman to sign renewal of Agreement No. 7049 with the California Department of Forestry and Fire Protection for a maximum of \$8,267,184 for the term July 1, 2011 through June 30, 2012 for fire protection services.

**Motion moved by Keith Caldwell, seconded by Mark Luce to approve item 9L
Motion passed 4-0. Brad Wagenknecht was excused.**

The foregoing excerpts are true and correct copies of the original items on file in the draft summary of proceedings in this office.

Date : June 21, 2011

By: 
Sherry Vattione
Deputy Clerk of the Board

BRAD WAGENKNECHT
DISTRICT 1

MARK LUCE
DISTRICT 2

DIANE DILLON
DISTRICT 3

BILL DODD
DISTRICT 4

KEITH CALDWELL
DISTRICT 5



A Tradition of Stewardship
A Commitment to Service

Agenda Date: 6/21/2011
Agenda Placement: 9L
Set Time: 10:45 AM
Estimated Report Time: 15 Minutes

NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

TO: Board of Supervisors
FROM: Stacie McCambridge for Streblow, Tim - Fire Chief
County Fire Department
REPORT BY: Stacie McCambridge, Staff Services Analyst - 707-967-1417
SUBJECT: Cooperative Agreement between the County and the California Department of Forestry and Fire

RECOMMENDATION

County Fire Chief requests the following:

1. The Board receive an annual update on the Napa County Fire Department; and
2. Approval of and authorization for the Chairman to sign renewal of Agreement No. 7049 with the California Department of Forestry and Fire Protection for a maximum of \$8,267,184 for the term July 1, 2011 through June 30, 2012 for fire protection services.

EXECUTIVE SUMMARY

Since 1932, the County of Napa and the California Department of Forestry and Fire Protection (CAL FIRE) have been partners in cooperative fire protection. By Agreement, CAL FIRE provides management of the Napa County Fire Department which includes four paid stations, nine volunteer stations and a Fire Marshal Bureau.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	County Fire Department
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No

Future fiscal impact: Each year staff calculates the amount of the Agreement based upon staffing needs, labor agreements between the State and its firefighter employee groups and equipment needs. The maximum amount for the Fiscal Year 11/12 Agreement is \$144,879 higher than the prior year's contract. This increase primarily reflects an increase in the benefit rates and administrative rate, pursuant to the State's labor agreement with its firefighters. The administrative rate increased from 11.06% to 11.96% per the State rate letter issued in March. Staffing was reduced in the Fire Marshal Office to offset further increased costs. In addition, staff is working with other fire agencies in the county on future consolidation of fire prevention services. It is important to note that the Agreement maximum has not been reached in recent years and actual amounts billed are generally significantly less than the Agreement maximum.

Consequences if not approved: CAL FIRE will not provide fire protection.

Additional Information:

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Napa County Fire Department consists of the California Department of Forestry and Fire Protection (CAL FIRE), under contract with the County for fire protection services, and nine volunteer fire departments. CAL FIRE'S Sonoma-Lake-Napa Unit Chief serves as the County's Fire Chief and is responsible for the direction and coordination of fire protection services on a countywide basis.

The annual Agreement with CAL FIRE includes \$5,815,540 for Schedule A fire protection services. These services include provisions for 39.75 fulltime fire control personnel, principally at the Napa, Greenwood Ranch and St. Helena stations plus ten support staff. The portion of the Agreement allocated to the Yountville station is calculated at \$1,653,350. This is the full cost of service for Yountville although the county is reimbursed for 2/3 of the cost by the Veterans Affairs (Veterans Home) and the Town of Yountville. The Agreement also includes \$643,310 for fire code enforcement by staff assigned to the Fire Marshal's office.

The "Amador" portion of the Agreement provides \$154,983 to keep the stations at Spanish Flat and the second engine at Napa, staffed and operating during the seven-month non-fire season.

The maximum amount for the Fiscal Year 11/12 Agreement is \$144,879 more than the prior year's Agreement. This increase primarily reflects the increases in the benefit rates and administrative rate, per the State rate letter issued in March. The Department is requesting \$107,324 in equipment replacement for this fiscal year as compared to \$1.3 million last fiscal year. Because the Agreement requires that the County only pay for actual services received, it is important to note that the Agreement maximum has not been reached in recent years and actual amounts billed are generally significantly less than the Agreement maximum.

The Agreement includes a "hold-over" clause, which allows for the contract terms to extend beyond the expiration date.

SUPPORTING DOCUMENTS

None

CEO Recommendation: Approve

Reviewed By: Molly Rattigan



COUNTY of NAPA

BOARD OF SUPERVISORS

1195 Third Street, Suite 310, Napa, CA 94559
Office (707) 253-4386 FAX (707) 253-4176

July 22, 2008

The Honorable Raymond Guadagni
Presiding Judge
Superior Court of California, County of Napa
825 Brown Street
Napa, CA 94559

FILED

JUL 30 2008

Clerk of the Napa Superior Court
By: C. B.
Deputy

Dear Judge Guadagni:

As required by Penal Code Section 933(c), enclosed is the response to the 2007-08 Grand Jury Final Report on the Napa County Fire Department. Responses to findings and recommendations affecting local government entities other than the County are not included in the Board's response when those entities are not under the jurisdiction of the County Board of Supervisors.

Since the 1940s, local government entities such as cities, counties and districts have contracted with CAL FIRE to provide many forms of emergency services for their communities. CAL FIRE provides full-service fire protection to Napa County citizens and as such responds to wildland fires, structure fires, floods, hazardous material spills, swift water rescues, civil disturbances, earthquakes, and medical emergencies of all kinds. Assisting with this response are over 100 volunteer firefighters located throughout the County. We would like to take this opportunity to express the Board's gratitude to CAL FIRE and the volunteer firefighters for their tireless commitment to protecting our community. These individuals spend countless hours preparing and responding to events throughout the County.

Grand Jury activity takes place over the course of a number of months. As such, their findings and recommendations often address issues that county departments have already identified as problems and to which solutions are in the process of being developed. We note that a number of the Grand Jury's recommendations have been implemented or are in the process of being implemented at this time.

The Board acknowledges the members of the 2007-08 Grand Jury for the time they have devoted in preparing their report.

Received
Napa Superior Court

JUL 22 2008

Court Executive Office

Enclosure

cc: Foreman, 2007-08 Grand Jury

Sincerely,

Brad Wagenknecht, Chair
Napa County Board of Supervisors

NAPA COUNTY FIRE DEPARTMENT GRAND JURY RESPONSE

Recommendation 1: The County Board of Supervisors establish a commission to review the overall operation of all Napa County fire departments with respect to the establishment of a central Napa County Fire Department.

Response, Napa County Fire Chief: This recommendation appears to be based on Finding 1.b - with which the Napa County Fire Chief disagrees. The County Fire Department has invested in two recent studies - the Strategic Plan in 2005 and the Deployment Analysis in 2007. Both studies contain many of the same recommendations as the 2007-2008 Napa County Grand Jury Report. There would be no added value to additional review that would preclude or delay the Napa County Fire Department from implementing a number of necessary changes. Therefore, the recommendation will not be implemented because it is not warranted.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief. The completed studies demonstrate the need for an integrated fire department combining the expertise of both the paid and volunteer firefighters.

Recommendation 2: The County Board of Supervisors consider the hire of a dedicated Napa County employee whose primary responsibility would be to focus on the coordination and support of the County Volunteer firefighters.

Response, Napa County Fire Chief: The Napa County Fire Department is committed to providing support and coordination for the volunteers and strongly believes it should be provided within the existing organizational framework. As discussed in more detail below, the Department has dedicated a full time position to provide this support and coordination.

The term "Napa County Fire Department" (NCFD) refers to a branch of County government responsible for reduction of life and property loss and damage due to fires, illness, accidents, and other disasters within the County. The Napa County Fire Department includes paid firefighters and volunteer firefighters. The NCFD is made up of:

- 4 Stations staffed 24 hours per day, seven days a week
- 3 additional stations staffed 24 X 7 between November and May
- 54 total paid staff
- 9 community based volunteer companies, authorized for up to 250 volunteer staff
- County Fire Marshal – Fire Prevention and Fire Investigation Services
- Emergency Dispatching Services
- Training Bureau and Fire Training Grounds
- Over 50 Fire Apparatus and Support Units (Fire Engines, Hazmat Unit, Rescue Units, Water Tenders, Utility Vehicles, etc.)

The Napa County volunteer firefighters serve a critical support role in the delivery of emergency services in Napa County, particularly in the rural areas. They are a well-trained and dedicated group of individuals who commit ever-increasing numbers of hours to support their communities.

Within the last year the organization of the Napa County Fire Department has changed to include a dedicated full time Chief Officer to function as the liaison for the volunteer chiefs and to provide support and coordination to them. Two independent analyses of the Napa County Fire Department -- the 2005-2010 Strategic Plan and the 2007 Deployment Analysis -- recommend fully integrating the Napa County Fire Department and the nine volunteer fire departments. According to the 2005 Strategic Plan, there is a vital need to "Create a solid unified identity for the Napa County Fire Department." The 2007 Deployment Analysis recommended: "The volunteer command, control and fiscal support system needs a complete overhaul into one integrated department that makes the volunteers wholly part of the Napa County Fire Department." Adding a position that is a County employee, outside of the NCFD would result in a further lack of coordination.

Based on the foregoing, the recommendation will not be implemented because it is not warranted.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief and supports an integrated department consisting of paid and volunteer firefighters in the existing organizational structure. The Board does not support the addition of a position outside of the existing organizational structure.

Recommendation 3: The MOU between the County of Napa and Volunteer Departments be amended to grant the County Fire Chief clear authority to establish and enforce volunteer department training and operating policies and procedures.

Response, Napa County Fire Chief: The recommendation is being implemented. The present MOU between the Napa County Board of Supervisors and the Volunteer Fire Departments is being revised, and will address these items while ensuring the Volunteer Departments will maintain their strong community identities.

Response, Board of Supervisors: The Board of Supervisors concurs in part with the recommendation and believes that more work should be done to improve operations of NCFD by continuing to work with paid and volunteer firefighters. Without further review, which will occur in the next six months, the Board of Supervisors cannot support the organization of this authority under the County Fire Chief at this time.

Recommendation 4: Recognizing that volunteer firefighters are effectively County employees while engaged in fire department activities, Napa County has a level of training that meets all applicable Federal, State, Cal OSHA, and County requirements. Non-compliance with the law is not a viable option and places the County at risk.

Response, Napa County Fire Chief: First, it is important to note that volunteer firefighters are not "effectively County employees." The Board of Supervisors has by resolution determined that pursuant to State statutes "each person registered as an active firefighting member of a

regular organized volunteer fire department having official recognition and full or partial support of the County.....are expressly designated and considered employees of the County of Napa **for the purposes of workers compensation.**” [Emphasis added] This resolution does not convey any additional employee benefits or status.

Second, the recommendations for training will be implemented and the minimum training requirements will meet all applicable Federal and State standards. In addition as part of the Final FY 08-09 budget, the County Fire Chief has requested and the Board of Supervisors has approved the addition of a fire captain position in the Training Bureau to provide additional support and coordination of volunteer firefighter training.

Title 29 (Code of Federal Regulations) and Title 8 (California Code of Regulations) require 182 hours of initial training for a firefighter to meet the minimum state and federal training requirements. With minor alterations to an “Academy” style format that the Napa County Fire Department Training Bureau is already presenting, volunteers will meet the state and federal minimum training requirements and the curriculum for the State Fire Marshal Volunteer Firefighter certification by the end of this fiscal year. These training standards will result in a minimum of 182 hours of initial training and 29 hours of annual refresher training.

The County Fire Chief, together with the County Risk Manager and County Human Resources Director, are continuing to work with the volunteers to ensure compliance with applicable laws.

Response, Board of Supervisors: The Board of Supervisors, while recognizing that the volunteer firefighters may not currently be in compliance with all training requirements, concurs with the response of the County Fire Chief and his efforts to provide the necessary training – as long as that compliance with applicable laws occurs by the end of the fiscal year.

Recommendation 5: All volunteer firefighters be trained and certified as Firefighter I/EMTs and the training be provided and paid for by the County.

Response, Napa County Fire Chief: The Napa County Fire Department supports the appropriate levels of required training for volunteers as outlined in the Federal and State regulations and the State Fire Marshal (SFM) Volunteer Firefighter Certification, which is a minimum of Public Safety First Aid. In total, meeting these minimum training requirements will require 182 initial hours of training and 29 hours of annual refresher training. This is the basic required training and does not account for more advanced or specialized training that is necessary for continuing education.

The amount of initial and ongoing training required to meet the certification for EMT I (120 hours) and State Fire Marshal Firefighter I (348 hours) is significant and requires far more of a time commitment from the volunteer firefighters than is reasonable to maintain a viable number of volunteer firefighters in the County. The recommendation will not be implemented because it is not reasonable. This level of mandated training would result in the loss of valuable volunteer firefighters.

However, although the Napa County Fire Department recommends a minimum training standard for volunteer firefighters that requires less training than the EMT and SFM Firefighter I certifications, the Napa County Fire Department is committed to supporting and paying for higher levels of training for those volunteers who may want to attend those courses.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief and would like to take this opportunity to express its appreciation for the amount of time and effort that volunteer firefighters contribute to the community.

Recommendation 6: All training of volunteer firefighters be provided by fully qualified instructors meeting all applicable standards.

Response, Napa County Fire Chief: Although this recommendation appears to be based on Finding 2.e, with which the Napa County Fire Chief disagrees, this recommendation has been implemented. Fire service training falls into two broad categories. The first is generally referred to as “drill” and consists of repetitive training to maintain basic skills such as operation of ladders, hoses, pumps and other fundamental tasks common to firefighters. Most volunteer training falls into this category. The second category consists of course work to gain state or nationally recognized certification in any of a number of public safety disciplines. This training is characterized by specific requirements for the number of hours of training required and often involves standardized written or manipulative tests. Fully qualified instructors are used for both categories of training. Drill instruction is presented by members of the Napa County Fire Department Training Bureau, Company Officers from the career Firefighters, or Napa County Fire Department Volunteer Training Officers. All courses presented for the purpose of issuing state or national certification are presented by instructors that meet the standard set by the organization that controls the course. For example, if California Specialized Training Institute (CSTI) certificates will be issued for a class, only CSTI accredited instructors are used to teach the course. Napa County Fire Department strives to ensure high quality training for all of its members.

Response, Board of Supervisors: The Board of Supervisors, while noting some of the volunteer firefighters have provided individualized certification programs, concurs in part with County Fire Chief. However, at the end of the fiscal year, the Board will ask for verification from the County Fire Chief that NCFD is in compliance with all training requirements. If that verification is not provided, the Board will ask the County Fire Chief to provide a corrective action plan that outlines reasons for non-compliance and a timeframe for correction.

Recommendation 7: The upgrading of the Napa County Fire Department Policies and Procedures Manual be addressed as a high priority with specific timeline goals established and monitored. Specific policies which must be implemented immediately are:

- a. A grievance procedure which provides a mechanism for the department personnel to raise and address issues which adversely affect their abilities to perform duties, personnel problems, and accusation of wrongdoing.
- b. Volunteer Firefighter Driver/Operator requirements be formally defined requirements, but not “grandfathered.”
- c. Minimum emergency response driver training standards for AEV drivers be established.
- d. All new AEV drivers be required to complete the training prior to operating their vehicles in a Code 3 response.
- e. Existing AEV drivers be given a reasonable time to complete the requisite training, but not be “grandfathered.”
- f. The County requires that the owners of private vehicles operating as an AEV provide written evidence that they either have an appropriate AEV rider on their vehicle

insurance or written documentation from their insurance company that the vehicle is covered while operating as an AEV.

- g. The County establish a policy that details equal accommodations for Volunteer firefighters who are part of a County deployed strike team to that of their paid counterparts.

Response, Napa County Fire Chief: The recommendation has not been implemented, but will be implemented within the second quarter of FY 08-09. An updated Policy & Procedures Manual will include a computerized system to account for specific recommendations, which will be Internet accessible.

- a. A grievance and complaint process will be a component of the Policy & Procedures System. Specifically this procedure will address work performance and personnel issues. The process will define how to initiate a grievance or complaint, timeframes for response, necessary documentation and the appeal process.
- b. A formalized training program will be developed utilizing the State Fire Marshal 1A/1B curriculum. These classes include emergency fire apparatus driving and pump operations.
- c.d.e. All AEV (authorized emergency vehicle) drivers are required to complete a defensive driving class approved by the State of California, with an emphasis on emergency vehicle operations. This training includes classroom instruction as well as field training. This training will be completed by new drivers prior to operating their vehicles in a code 3 response. All costs associated with this training will be borne by the Napa County Fire Department.
- f. All AEV drivers must show proof of appropriate insurance and meet licensing requirements, including California Vehicle Code requirements and annual CHP vehicle inspections by the California Highway Patrol. Written evidence will be maintained by the County Fire Department and the appropriate individual volunteer departments.
- g. Napa County Fire Department volunteers respond on strike team assignments as part of State agreements known as the "California Fire Assistance Agreement." There is language in this agreement that addresses incident off-shift rest and sleeping accommodations; it states the following: "The responsible Forest Agency will provide, when practical, shaded and/or climatically maintained conditions for off shift sleeping, rest and recuperation for local jurisdiction resources confined to Incident Base. If the Incident Command finds it operationally feasible (i.e. strike team remains available), to place local jurisdiction resources in a commercial sleeping accommodation, it may be provided by the Forest Agency. In this case the cost is borne by that agency. Situations may arise when the Forest Agency will not pay for commercial sleeping accommodations, yet will approve local jurisdiction resources to utilize them under certain conditions and that the local government resources are responsible for payment." The Napa County Fire Department does not have the authority to change the conditions established in this State agreement, but would offer the following: Currently, the Napa County Fire Department volunteers have no mechanism, other than personal funds, to make these payments. The Napa County Fire Department will work with the Auditor-Controller to determine if it is possible to avoid having volunteer firefighters expend

personal funds when participating on a strike team assignment. If that is not possible, then at a minimum, NCFD will develop a process to more quickly reimburse volunteers for expenses incurred, assuming all correct documentation is in order and follows State guidelines and procedures. The County Fire Chief will also draft a policy for Board consideration, no later than the end of the fiscal year, that will include equal accommodations for volunteer and paid firefighters on strike team assignments.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief.

Recommendation 8: The volunteer stipend be based on the number of emergency responses made by the volunteer while retaining the training requirement as an eligibility criteria. In addition, a tiered compensation system, which rewards advanced qualifications, be implemented.

Response, Napa County Fire Chief: The recommendation will be implemented. The stipend program will be based on the volunteer's rank, the number of required training sessions with verified attendance, and the number of responses to emergency incidents.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief.

Recommendation 9: The County fund the required emergency response driver training for volunteer firefighters.

Response, Napa County Fire Chief: Funding to provide the required training has been allocated in the FY 08-09 budget and will be provided. The recommendation will be implemented.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief.

Recommendation 10: The County reimburse individual volunteer firefighters for any additional insurance premium costs incurred for the operation of properly authorized AEVs.

Response, Napa County Fire Chief: The recommendation will not be implemented. The Napa County Fire Department policy requires that volunteers respond to emergency incidents in County owned and properly equipped and maintained emergency response vehicles. The California Vehicle Code, not County policy, allows volunteers to install emergency lighting on their personal vehicles. The County Fire Department does not support nor encourage the use of personal emergency vehicles and therefore will not reimburse for additional insurance premiums.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief.

Recommendation 11: The funds to pay a Volunteer firefighter who was part of a County deployed strike team be made available on a routine basis and in a timely manner to insure that they are promptly compensated for their time.

Response, Napa County Fire Chief: The recommendation will be implemented. County staff is working with staff from the Auditor-Controller's Office to finalize a system that will ensure

volunteer firefighters are paid as soon as possible, but no later than one month from their return from the assignment, if all required paperwork and procedures have been followed.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief.

Recommendation 12: Fire Stations:

- a. Relocate the Station #10 to a combined Napa City/County fire station in Browns Valley.
- b. The County install a road sign and light on the road at the entrance to the Capell Valley Volunteer Fire Station.
- c. The County rectify the restricted access/parking issue at the Soda Canyon Fire Station regarding new neighbor entrance gate.

Response, Board of Supervisors: The County Fire Chief and the Napa City Fire Chief are in the process of exploring options for a new fire station in Browns Valley. While the County supports the addition of a Napa City/County fire station to improve fire service in the western portion of the County, the Board of Supervisors does not agree that the existing Carneros Volunteer Fire Stations should be closed. Therefore, Recommendation 12.a will not be implemented as recommended.

Staff from the Public Works Department will work with the County Fire Chief and volunteers to determine the best course of action for the Capell Valley and Soda Canyon Fire Stations. Unless it is determined that these changes are warranted and reasonable, Recommendations 12.b and 12.c will not be implemented.

Recommendation 13: Apparatus:

- a. The county replace as soon as possible, all firefighting vehicles that predate 1991, with vehicles that are appropriate for the individual service area requirements.
- b. The County provide as soon as possible, a water tender to Gordon Valley Volunteer Fire Department.
- c. The County provide as soon as possible, a Type IV unit and a rescue vehicle with defibrillator that will fit into and be housed at Soda Canyon station.

Response, Napa County Fire Chief: Responses regarding apparatus are as described below:

- a. The Napa County Fire Department has an apparatus replacement schedule that is evaluated annually with the intent of replacing apparatus as fiscally practical, while striving to meet National Fire Protection Association (NFPA) recommendations regarding years of service. While compliance with NFPA standards is not a requirement, it is recognized nationally as best practice. Many of the apparatus that predate 1991 have fewer than 15,000 miles, are safe and in good operational condition with replacement parts still readily available. All of the apparatus are inspected at a minimum annually by the County Fire Department certified fire mechanics at the automotive shop. Most industry experts would agree that the quality and timeliness of maintenance are perhaps the most significant factors in determining how well a fire apparatus agcs. Therefore, this recommendation will not be implemented.

- b. This recommendation appears to be based on Finding no. 12c, with which the Napa County Fire Chief disagrees. Water tenders and/or Type 2 fire engines with 1000+ gallon water tanks are assigned to those stations in rural areas that have the ability to staff and house them. This deployment strategy increases water delivery capability as well as providing apparatus that will carry the necessary firefighting equipment that is not carried on water tenders. Operational decisions on where to locate specific firefighting equipment is based on the operational needs of the community, the County, call volumes and the ability of the volunteer fire companies to staff and respond with the equipment. Based on the number of annual responses requiring a water tender, the average response time for calls in the Gordon Valley area, and the ability to house a water tender at the Gordon Valley station, this recommendation will not be implemented because it is not warranted.
- c. This recommendation appears to be based on Findings nos. 12d and 12e, and will be partially implemented. The recommended FY 08/09 budget includes the purchase of a Type IV unit that will be assigned to Soda Canyon; this unit will be equipped with a defibrillator and appropriate rescue equipment. This vehicle will be designed to fit in the apparatus bay at the Soda Canyon station. An additional rescue vehicle is not warranted and will not be provided.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief.

Recommendation 14: The NCFD continue the policy of consulting the Volunteer Chief or appointed representative from a given volunteer fire department when equipment is being selected for their use.

Response, Napa County Fire Chief: The recommendation has been implemented.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief.

Recommendation 15: All fire departments within Napa County have the same rapid entry system locks with a "universal" Key.

Response, Napa County Fire Chief: The recommendation requires further analysis. The County Fire Chief will explore with other agencies the possibility of utilizing one key. However, it is important to note that this recommendation was part of the Grand Jury Report on Municipal Fire Departments and St. Helena did not concur with the recommendation because of the cost associated in changing the current system. In Napa County there are currently four different keys used throughout the five jurisdictions in the County. Napa County Fire and Calistoga Fire use the same key, and American Canyon, St. Helena and Napa City fire departments each have their own key for access to secured buildings or gates within their own respective jurisdictions. Because fire department equipment frequently responds to calls across jurisdictional boundaries, all of the departments in the County have shared their respective keys with neighboring jurisdictions to ensure that first response equipment will have access to the incident regardless of jurisdiction.

Staff is unaware of any incident in the County in which the current key systems used throughout Napa County created an increased risk factor for citizens or caused a response delay that critically affected the outcome of an incident.

Response, Board of Supervisors: The Board of Supervisors concurs with the response of the Napa County Fire Chief.

Recommendation 16: Volunteer fire departments receive greater support from the County and in return, relinquish some of their long held independence.

Response, Napa County Fire Chief: This recommendation has been partially implemented. The Napa County Fire Department has a dedicated full time Chief Officer who serves as the volunteer liaison and is tasked with providing support and coordination for the volunteer firefighters.

Napa County has a long and proud tradition of a volunteer fire service and volunteer firefighters are an important component of fire protection in Napa County in the past, present and most importantly the future. As evidenced in the adopted FY 08-09 budget, the Napa County Fire Department is committed to improving support of the volunteers in the areas of training, administration, fleet management, facilities and equipment repairs and replacement in order to achieve desired levels of service to the County.

It is equally important that the County Fire Chief have both the authority and responsibility to manage and direct all aspects of the fire department in order to ensure success of this recommendation. The lack of authority of the County Fire Chief has created ten different fire departments within the Napa County Fire Department and made it difficult to unify the department, implement change, develop and adopt policies and procedures and training standards. Assigning responsibility and authority for operations of the Napa County Fire Department to the County Fire Chief is key to implementing recommendations of the Grand Jury Report, the Strategic Plan and the Deployment Analysis.

Response, Board of Supervisors: The Board of Supervisors concurs in part with the response of the Napa County Fire Chief. The Board of Supervisors believes that more work should be done to improve operations of NCFD by continuing to work with paid and volunteer firefighters. The Board acknowledges that two recent studies – the Strategic Plan (2005) and the Deployment Analysis (2007) – concluded that the volunteer program should be under a singular administrative and operational chain of command. Without further review, which will occur in the next six months, the Board of Supervisors cannot support the organization of this authority under the County Fire Chief at this time.

FIRE AND EMERGENCY SERVICES

Mark Aston, Director

FINANCIAL SUMMARY

Budget Division/Fund	FY 10-11 Adopted	FY 11-12 Recommended	% Change
<i>Fire and Emergency Services (General Fund)</i>			
Expenditures	3,185,015	689,968	(78.3)
Revenues & Reimbursements	2,612,638	246,873	(90.6)
Net Cost	572,377	443,095	(22.6)
<i>Hazardous Materials (Special Fund)*</i>			
Expenditures	0	1,326,936	100.0
Revenues & Reimbursements	0	1,326,936	100.0
Net Cost	0	0	0.0
<i>CSA#40 Fire Services</i>			
Expenditures	5,310,417	5,358,445	0.9
Revenues & Reimbursements	4,917,129	5,036,301	2.4
Net Cost	393,288	322,144	(18.1)
<i>CFD#7 Mayacamas</i>			
Expenditures	22,800	22,800	0.0
Revenues & Reimbursements	22,800	22,800	0.0
Net Cost	0	0	0.0
<i>CFD#4 Wilmar</i>			
Expenditures	89,000	89,000	0.0
Revenues & Reimbursements	89,000	89,000	0.0
Net Cost	0	0	0.0
<i>CFD#5 Dry Creek</i>			
Expenditures	108,000	108,000	0.0
Revenues & Reimbursements	108,000	108,000	0.0
Net Cost	0	0	0.0
Total Expenditures	8,715,232	7,595,149	(12.9)
Total Revenues & Reimbursement	7,749,567	6,829,910	(11.9)
Total Net Cost	965,665	765,239	(20.8)

*The FY 11-12 budget reflects moving the fee supported Hazardous Materials budget to a special revenue fund

STAFFING SUMMARY

Staffing	FY 10-11 Adopted	FY 11-12 Recommended	FTE Change	% Change
Permanent Positions	18.00	19.40	1.40	7.8

The department is converting extra-help to 1.6 FTE permanent materials handler positions to support volunteer fire companies. This increase in non-general fund permanent positions is partially offset by a .2 FTE reduction in the general fund supported deputy emergency coordinator allocation.

CAL FIRE Administrative Rate

- **Administrative charge methodologies and components were developed at a statewide level using adopted federal standards.**
 - Ca Government Code – 11010 & 11270
 - Ca State Administrative Manual (SAM)
 - OMB (US Office of Management & Budget) circular A-87
- **CAL FIRE Administrative rate comprised of two components**
 - **Statewide Pro Rata**
 - Apportions the costs of providing central administrative services to all state departments. Uses a 5 year average of statewide pro rate charges, which is intended to remove volatility in the administrative charge and assists in a more constant number from year to year.
 - **Department of Finance**-maintains state accounting and financial reporting systems
 - **State Treasurer**-pays out state funds when spent by controller
 - **State Controller**- issues payroll
 - **State Personnel Board**- advertises state job openings, civil service exams responsible for administration of state employment system
 - **Legislature**- enacts annual spending plan, enacts new and strengthens enforcement of existing laws
 - **Department of Personnel Administration**- administration of civil service employment system, represents governor as in the employer in all labor relations issues, responsible for all issues related to salaries, benefits, classifications, training
 - **Other central service agencies**- PERS, Bureau of State Audits, Office of Administrative Law, Ca State Library, Office of Planning and Research, Governors Office, Legislative Counsel Bureau, Office of State Chief Information Officer.
 - **Indirect Rate**
 - **Includes the costs associated with administrative and operational support provided at the Region and Unit level**

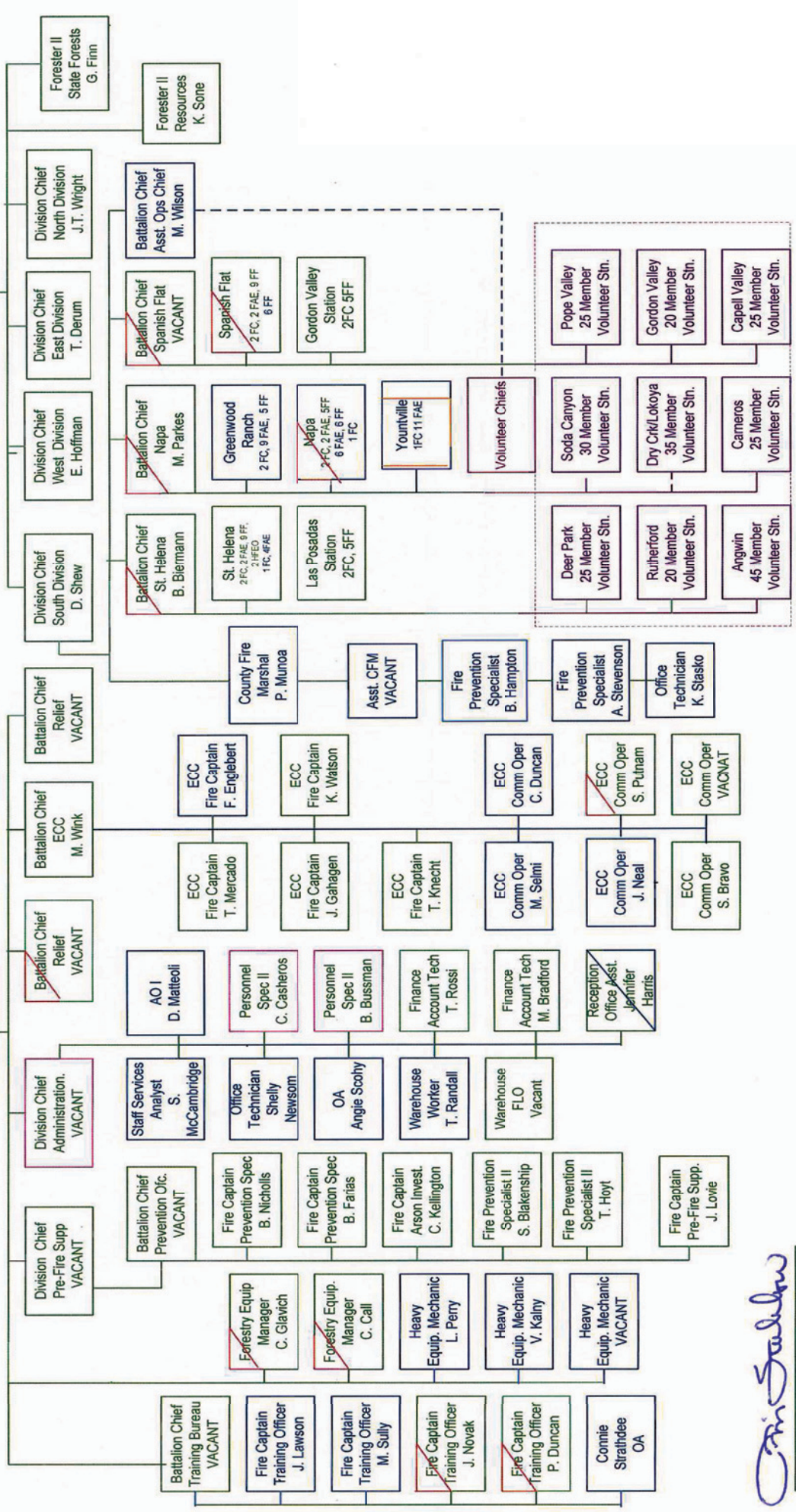
- **Sacramento Headquarters administration** (Coop fire, Command and Control program management, telecommunication systems and includes overhead functions that support multiple programs such as the Office of the Director, Public Education, Public Information, etc)
- **Business Services-** Budgeting, accounting, purchasing functions
- **Information Technology-** program and system development, maintenance and support of the statewide computer network system
- **Human Resources-** includes costs associated with support provided by state funded personnel in HR including employment recruitment, testing, selection, disciplinary actions, time reporting, payroll and benefits, labor relations issues, etc.
- **Training-** indirect costs associated with administration of statewide training programs including curriculum development, administration of JAC program, support of CAL FIRE Academy
- **Legal, law enforcement and Code Development-** costs associated with legal counsel, legislative liaison, fire prevention law enforcement
- **Fleet management-** includes costs associated with fleet management, maintenance and repair.

NAPA COUNTY FIRE DEPARTMENT

February 2012

**Napa County Fire Chief
Unit Chief
Tim Streblov**

Deputy Chief
Gabrielle Avina



- 99200 MONEY
- CONTRACTS
- VOLUNTEER
- AMADOR
- SCHEDULE A
- STATE
- 3-WAY COST SHARING

Tim Streblov

Tim Streblov



COUNTY OF SONOMA FIRE AND EMERGENCY SERVICES DEPARTMENT

2300 County Center Drive, #221A
 Santa Rosa, CA 95403-3010
 707/565-1152
 Fax: 707/565-1172
www.sonoma-county.org/ides

DIRECTOR / FIRE CHIEF
 Mark Aston

Acting Emergency Services Manager
 Christopher Helgren
 EMERGENCY MANAGEMENT DIVISION

Assistant Chief
 Andrew Parsons
 HAZARDOUS MATERIALS DIVISION

Administration Manager
 Terri Bolduc
 ADMINISTRATION DIVISION

Assistant Chief / Fire Marshal
 Robert MacIntyre
 FIRE PREVENTION DIVISION

Assistant Chief
 Wes Kitchel
 FIRE OPERATIONS & TRAINING DIVISION

Zachary Hamill
 Deputy Emergency Services Coord

Vacant
 Deputy Emergency Services Coord

Ken Harrison
 ACS Radio Officer

140 Auxiliary
 Communications Service
 (ACS) Volunteers

Shelley Ticehurst
 Admin Aide

Greg Martin
 Fire / Haz Mat Inspector
 Captain

Bob Borges
 Fire / Haz Mat Inspector
 Captain

James Stettler
 Fire / Haz Mat Inspector

Monica Jackson
 Fire / Haz Mat Inspector

Jessie Taintor
 Fire / Haz Mat Inspector

15 Haz Mat Emergency
 Response Volunteers

Theresa Russo
 Account Clerk II

Vacant
 Secretary

Shawna Chase
 Senior Office Assistant

Donna Kurzhals
 Receptionist

Thora Collard
 Admin Aide

Steve Mosiurcak
 Fire Inspector II
 Captain

Gina Petersen
 Fire Inspector II
 Captain

Corinne Barclay
 Fire Inspector

Caerleon Safford
 Fire Prevention Specialist

2 Extra Help
 Fire Inspectors

OPERATIONS

15 Volunteer Fire Companies
 Boards of Directors

15 Volunteer Fire Companies
 Fire Chief Officers

18 Volunteer Fire Stations
 250 Volunteer Firefighters

SUPPORT SERVICES

4 Extra Help
 Fire Logisticians

TRAINING

Eleanor Ratliff
 Interim Training Officer
 Captain

Ben Gilliam
 Firehouse Assistant

20 Extra Help Instructors

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01)		Working Title of Position Unit Chief	
		Division and/or Subdivision Sonoma-Lake-Napa	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Location of Headquarters 1199 Big Tree Rd., St. Helena 94574	
		Class Title of Position Unit Chief	
		Position Number 542-114-1037-004	
		Effective Date June 1, 2010	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
35	<p>Under the general direction of the Regional Chief, the Unit Chief is responsible for the overall analysis, planning, programming, organization, control and administration of the following functions:</p> <p>* FIRE PROTECTION - Develops plans and procedures for prompt detection and suppression of fires occurring in the unit; develops and maintains a fire fighting force that is trained, equipped and located; ensures appropriate fire defense facilities and improvements are present and functional; maintains a dispatching and communications system; evaluates reports of fires and makes decisions concerning the deployment of personnel and equipment available in the unit as well as the need for assistance from other sources; maintains liaison with other emergency service organizations in the area; makes reports concerning fire losses, revegetation and the effectiveness of fire suppression methods; as provided by contract, provides or supervises fire prevention and fire control services to local jurisdictions; negotiates contracts for fire protection services.</p>		
30	<p>*UNIT MANAGEMENT AND ADMINISTRATION: Establishes and maintains effective relationships with the public, external organizations, political bodies and local news media, both individuals and groups; makes decisions and recommendations concerning selection, assignment, performance, promotion, discipline and grievances of permanent, seasonal and volunteer employees; makes decisions and recommendations concerning the acquisition, use and maintenance of supplies, equipment, structures, land, communication and other facilities; develops budget requirements and expenditures for permanent personnel, temporary help, facilities and operating expenses; fulfills finance responsibility by operating within budgetary constraints; maintains records and prepares reports concerning unit operations; responsible for a safe working environment for both routine and emergency activities; ensures assigned employees well-being is appropriately considered and administered under various programs, including those required because of employee contracts, workers compensation laws and other departmental and regional needs; directs a well-rounded training program that meets departmental and employee needs.</p> <p>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>		
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
Employee Signature _____	Date _____	Supervisor Signature _____	Date _____
Personnel use only <input type="checkbox"/> Posted to Directory		Initials and date _____	

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT
PO-199 (04/01) - **PAGE 2**

Working Title of Position
Unit Chief

Percentage of Time
Required

Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.

15	<p>* FIRE PREVENTION: Analyzes the nature, occurrence and causes of fires and develops a fire prevention program for the unit; promotes public interest and participation in fire prevention efforts through contacts with schools, service clubs, landowners, sportsmen and other groups or individuals; works with governmental agencies, public utilities; railroads, industries and others to encourage the removal or reduction of fire hazards; enforces forest and fire laws; investigates the causes of fires and identifies liability; coordinates planning with local government to ensure that fire safety is included in all planning activities.</p>
10	<p>* RESOURCE MANAGEMENT: Assists and cooperates with landowners and specialists from CDF and other organizations to ensure program effectiveness in forest pest protection, reforestation, wildland, soil and watershed management, vegetation management CFIP and forest land management, forest practice rule enforcement, seed collection and nursery operation and other program assigned to unit level for implementation.</p>
10	<p>* OTHER LOCAL AND STATE EMERGENCIES: Develops and maintains the ability to deploy trained personnel and equipment to meet rescue, flood, civil disturbance, radiological monitoring, war caused fire and other emergencies.</p> <p>The incumbent is required to wear respiratory protection equipment (including self-contained breathing apparatus (SCBA)). The use of such equipment may place a physiological burden on the incumbent that varies with the type of equipment used, the job and workplace conditions in which the equipment is used, and the medical status of the incumbent. As such, Cal/OSHA requires that the incumbent be annually medically cleared to be fit-tested for respiratory protection equipment. This clearance process consists of a comprehensive medical evaluation including a review of the incumbent's medical history, a complete physical examination, and vision, hearing, pyrometer, and exercise treadmill test.</p> <p>The incumbent typically is required to perform psychologically stressful and/or physically demanding duties consistent with firefighting, disaster response, and emergency medical response, including working in isolated areas, walking or running on uneven rough terrain, and remaining on duty 24 hours or longer without a break while performing these duties.</p> <p>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>

Job qualifications and/or conditions of employment:

"We have discussed this document in its entirety and understand the duties of this position."

Employee Signature
Personnel use only

Date

Posted to Directory

Supervisor Signature

Date

Initials and Date

Napa County Fire Department Operations

Fiscal Year	Dispatch Salaries	Dispatch-Benefits	Dispatch Overtime	Dispatch Uniform	Subtotal Dispatch
2006-2007	\$79,218.41	\$37,250.51	\$21,746.98	\$562.50	\$138,778.40
2007-2008	\$105,989.35	\$50,355.54	\$25,623.07	\$1,331.25	\$183,299.21
2008-2009	\$126,490.76	\$60,462.60	\$36,247.45	\$1,350.00	\$224,550.81
2009-2010	\$128,974.02	\$62,320.22	\$37,520.12	\$1,434.33	\$230,248.69
2010-2011	\$132,294.10	\$63,183.66	\$33,471.92	\$1,462.44	\$230,412.12

NAPA COUNTY GRAND JURY, 2011-2012

Final Report on
REORGANIZATION of the NAPA COUNTY FIRE DEPARTMENT, dated April 26, 2012

ERRATA

Page 19, Second line before "GLOSSARY"

DELETE: NAPA COUNTY FIRE CHIEF ADVISORY BOARD

REPLACE: NINE (9) VOLUNTEER FIRE DEPARTMENT CHIEFS