



**NAPA COUNTY GRAND JURY  
2014-2015**

**APRIL 24, 2015**

**FINAL REPORT**

**NAPA COUNTY FIRE DEPARTMENT  
CAREER AND VOLUNTEER  
FIREFIGHTERS WORKING TOGETHER  
TO PROTECT NAPA COUNTY**

1           **CAREER AND VOLUNTEER FIREFIGHTERS WORKING**  
2           **TOGETHER TO PROTECT NAPA COUNTY**

3   **SUMMARY**

4   A review of the Napa County Fire Department was conducted to determine the  
5   overall organization of the firefighting units within Napa County as well as to  
6   evaluate the training of the volunteer fire personnel. The 2014-2015 Grand Jury  
7   had the opportunity to interview several of the top staff employees of the Napa  
8   County Fire Department. The Grand Jury also interviewed several Napa County  
9   staff employees who regularly interface with Napa County Fire Department staff as  
10  well as with the Napa County volunteer firefighters. The Grand Jury also  
11  conducted tours of several volunteer fire stations and interviewed volunteer  
12  firefighters associated with the stations.

13  The Fire Service Advisory Committee (FSAC) is a committee that was formed by  
14  the Napa County Board of Supervisors (BOS) to focus on concerns within Napa  
15  County Fire Department. The FSAC was formed on June 11, 2013 by the BOS  
16  with Resolution 2013-67. Several of the interviews that the Grand Jury conducted  
17  were to help determine the effectiveness of the Fire Service Advisory Committee.  
18  We found that the FSAC did not meet often enough in 2014 to be effective. Our  
19  investigation discovered that the Site Use Agreements for all nine of the volunteer  
20  fire stations had not been signed and there are some unresolved issues that needed  
21  to be worked out.

22  Training of the Napa County volunteer firefighters has been an ongoing struggle  
23  for the Napa County Fire Department. There is a constant increase in educational  
24  requirements for all firefighters to maintain certification. All of the people  
25  interviewed acknowledged the need for improvement in access to available  
26  training classes.

27  Occasionally, Napa County Fire asks volunteer firefighters if they would be able to  
28  work at one of Napa County's full-time career fire stations to fill in for firefighters  
29  that are called away to fight fires out of the area. These assignments are called  
30  cover assignments and the volunteers are to receive wages for hours worked while  
31  on a cover assignment. Several of the people that we interviewed made mention of  
32  the difficulty and lack of timeliness in receiving payment for hours worked while  
33  on cover assignments.

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The Grand Jury urges:

- the FSAC to establish regular meetings, properly post notice of meeting dates and times, and distribute agendas and minutes.
- the FSAC to request training issues from volunteer firefighters and to develop a plan to address them.
- Napa County to implement procedures to ensure payment of volunteer firefighters for cover assignments within 30 days.

42 **BACKGROUND**

43 **California Department of Forestry and Fire Protection (CAL FIRE or CDF)**

44 CAL FIRE is the State of California’s agency responsible for fire protection in the  
45 31 million acre State Responsibility Areas of California, the area of the state where  
46 the State of California is financially responsible for the prevention and suppression  
47 of wildfires. This agency is also responsible for the administration of the state’s  
48 private and public forests.

49 The County of Napa contracts with CAL FIRE for fire protection service as the  
50 Napa County Fire Department at a cost of \$8,923,013 for fiscal year 2015. CAL  
51 FIRE supplies the necessary career firefighter staff to man the Napa County Fire  
52 Stations.

53 The County also contracts with CAL FIRE to supply an employee who accepts the  
54 title of Napa County Fire Chief and is appointed to this position by the Board of  
55 Supervisors. The Napa County Fire Chief oversees all Napa County career  
56 firefighters, fire stations, and Napa County volunteer fire companies.

57 There are nine volunteer fire companies, some of which have satellite stations  
58 which provide additional coverage with the staging of assets in multiple areas.  
59 Approximately 200 volunteer firefighters are associated with the volunteer  
60 companies:

|    |             |                  |               |
|----|-------------|------------------|---------------|
| 61 | Angwin      | Capell Valley    | Carneros      |
| 62 | Deer Park   | Dry Creek Lakoya | Gordon Valley |
| 63 | Pope Valley | Rutherford       | Soda Canyon   |

64 **Fire Service Advisory Committee (FSAC)**

65 FSAC was formed to help work on organizational issues, improve communication,  
66 and provide a format for the Napa County fire fighting community to voice

67 concerns and provide opportunities for improvement. The FSAC has 11 members:  
68 three are from the Napa County volunteer fire ranks and three are from CAL  
69 FIRE/Napa County Fire. The remaining five members are Napa County staff  
70 employees and an appointed citizen of Napa County. The FSAC is to meet on a  
71 regular basis. The meetings are to be announced publicly and be open to the public  
72 and all firefighter personnel.

73 The FSAC is to provide input on operational policies and procedures such as  
74 training plans, budgets, equipment replacements and fleet management as well as  
75 long term goals and objectives. The FSAC can also be asked by the BOS to act in  
76 an advisory capacity to all matters related to the fire department.

## 77 **METHODOLOGY**

### 78 A. Interviews conducted

- 79 - Several Napa County Fire Department employees
- 80 - Napa County Executive Office staff member
- 81 - Two Napa County staff employees
- 82 - Two Napa County Volunteer Fire Chiefs
- 83 - Nine Napa County Volunteer Firefighters

### 84 B. Documents reviewed

- 85 - Copy of Site Use Agreement
- 86 - Copy of Memorandum of Agreement
- 87 - Letter from volunteer fire chiefs addressed to Napa County Board of  
88 Supervisors (dated 2014).
- 89 - Email responses listing steps involved for wages/payment for hours  
90 worked on Cover Assignments at a career fire station.

### 91 Internet searches

- 92 - Fire Service Advisory Committee:  
93 [www.countyofnapa.org/Pages/DepartmentContent.aspx?id=4294980866](http://www.countyofnapa.org/Pages/DepartmentContent.aspx?id=4294980866)

94 - Napa County Fire Department:  
95 [www.countyofnapa.org/Pages/DepartmentDocuments.aspx?id=4294967423](http://www.countyofnapa.org/Pages/DepartmentDocuments.aspx?id=4294967423)

96 C. Facilities visited or inspected

- 97 - CAL FIRE office 1199 Big Tree Lane Rd. St. Helena, CA
- 98 - CAL FIRE Dispatch Center 1199 Big Tree Lane Rd. St. Helena, CA.
- 99 - Rutherford Fire Station, HWY 29, Rutherford, CA.
- 100 - Rutherford Fire Satellite Station 8140 Silverado Trail, Rutherford, CA.
- 101 - Carneros Fire Station 1598 Milton Rd. Napa, CA.
- 102 - Carneros Fire Satellite Station 4301 Old Sonoma HWY Napa, CA.
- 103 - Napa County Administration office 1195 Third Street Napa, CA.

104 **DISCUSSION**

105 Napa County Fire staff employees told the Grand Jury that the Napa County Fire  
106 Department and the Napa County Administration are in favor of keeping a viable  
107 County volunteer firefighting force and the nine volunteer fire companies. The  
108 Napa County Fire staff is aware of the many issues that have been involved with  
109 the Napa County Fire Department and the volunteer companies. Some of the  
110 outstanding issues are as follows:

111 **A. Volunteer Firefighter Training:**

112 One of the main ongoing issues involves training and certification for the  
113 approximately 200 volunteer firefighters. All the people that were interviewed  
114 acknowledged that ongoing training was the biggest issue for all the volunteers.  
115 The volunteers find it difficult to receive the required training due to the  
116 following reasons:

- 117 - Training classes are often at dates, times, and locations that are not  
118 convenient for volunteers with full-time jobs.
- 119 - Qualified Trainers from CAL FIRE are sometimes unavailable because  
120 they are on assignment fighting fires elsewhere.
- 121 - There are not enough qualified trainers to conduct classes.

122 All of the people that were interviewed said that the new Napa County Fire  
123 Chief needs to consider the following:

- 124 - Focus on training new trainers within the Napa County volunteer ranks.
- 125 - Restrict trainers from being called to perform assignments that leave no  
126 trainers available for training.
- 127 - Schedule and conduct training during days and times convenient for  
128 volunteers that work full-time jobs.

129 **B. Fire Service Advisory Committee (FSAC):**

130 The FSAC was formed to help deal with issues within the Napa County Fire  
131 Department and the volunteer fire organization. In a review of the function of  
132 the FSAC it was discovered that the organization and its sub-committees are  
133 not meeting on a regular enough basis to provide for continuous improvement.  
134 It was difficult to determine how many meetings were conducted in 2014. The  
135 Grand Jury interviewed at least nine people who are members of the FSAC and  
136 none of them could recall how many meetings that the committee had held in  
137 2014.

138 In a review of the Napa County website page dedicated to the FSAC, the  
139 webpage indicated that only four meetings had taken place during all of 2014.  
140 The Grand Jury had confirmed through interviews and emails that the FSAC  
141 had actually conducted additional meetings that are not noted on the website.  
142 The FSAC is conducting some meetings without making the required public  
143 announcements or posting public notice of meeting dates, times, and agendas  
144 in the Napa County information window box located at 1195 Third Street in  
145 Napa.

146 The FSAC members will need to focus their attention on creating an  
147 atmosphere that is positive and that will lead to change and improvement. The  
148 Grand Jury recommends that the FSAC not only publish and announce meeting  
149 dates, topics, and agendas, but also circulate the minutes from committee  
150 meetings to all Napa County volunteer firefighters via email. The new Napa  
151 County Fire Chief can make huge improvements if an effort is made towards  
152 using the FSAC as a tool to help implement the changes that Napa County Fire  
153 needs.

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**C. Memorandum Of Agreement and Site Use Agreement:**

156 The 2014-2015 Napa County Grand Jury found that several documents that are  
157 used to help define the business relationships with Napa County and the nine  
158 volunteer fire companies and their volunteer ranks are a source of irritation for  
159 several reasons. Two of the documents, the Memorandum of Agreement and  
160 the Site Use Agreement (see Appendix), are examples of documents with  
161 which some of the volunteer companies are not in complete agreement. It does  
162 not appear that the disagreements are of such a magnitude that they cannot be  
163 resolved.

164 A letter sent from the nine volunteer fire chiefs to the Napa County Board of  
165 Supervisors indicates that there are unresolved issues. The Grand Jury was also  
166 informed that several of the volunteer fire companies had not signed and  
167 returned the Site Use Agreement document.

168 If the FSAC were functioning as it was envisioned or intended, it would  
169 provide a working platform for the volunteer fire companies and members to  
170 communicate their exact issue with each document.

171 **D. Volunteer Pay for Cover Assignments**

172 The Grand Jury interviewed several volunteer firefighters who worked at some  
173 of the Napa County Career fire stations on cover assignments. A cover  
174 assignment is when a volunteer firefighter agrees to work at a career fire  
175 station and receives payment for hours worked. Cover Assignments are a way  
176 to help integrate the volunteer firefighter ranks with the career Napa County/  
177 CAL FIRE staff. These assignments help the firefighters bond with each other  
178 as a working unit to provide better service countywide. The experience that a  
179 volunteer obtains while working with career firefighters on a cover assignment  
180 would provide the best possible training environment by allowing exposure to  
181 a wide variety of calls.

182 While conducting our interviews we discovered a major problem within Napa  
183 County Fire with regard to wages paid to volunteers that work on cover  
184 assignments. Volunteer firefighters normally only receive a small monthly  
185 stipend for their services. However, when a volunteer accepts an assignment to  
186 work on a cover assignment at a career fire station the firefighter is offered  
187 County pay for hours worked. The volunteers that we spoke with that had  
188 recently worked on cover assignments all related stories about the difficulty of  
189 actually receiving pay for hours worked. According to the volunteers and the

190 Napa County Fire Department staff that we interviewed, it was confirmed that  
191 it takes anywhere from three months to as long as nine months to receive pay  
192 for hours worked while on cover assignments. There could be as many as nine  
193 steps that have to be accomplished prior to receiving pay.

194 All those we interviewed from Napa County Staff, Napa County Fire and the  
195 Napa County volunteer firefighters made it clear that they all want to retain a  
196 viable volunteer firefighting organization within Napa County Fire. The 2014-  
197 2015 Grand Jury feels that Napa County staff and the Napa County Board of  
198 Supervisors and Napa County Fire Chief should re-examine the issue with  
199 regard to volunteer firefighters receiving pay in a timely manner for cover  
200 assignments.

## 201 **FINDINGS**

202 F1. The FSAC and its sub-committees are not holding regular meetings as  
203 required, and the FSAC meetings and agendas are not being published on the  
204 County of Napa website for public viewing or access.

205 F2. The Napa County volunteer fire companies continue to have concerns with the  
206 documents such as the Memorandum of Agreement and the Site Use  
207 Agreement (see Appendix).

208 F3. Training and Certification continues to be a challenge for Napa County Fire  
209 volunteer members. In order for Napa County Fire to maintain and possibly  
210 grow the volunteer firefighter ranks, there needs to be greater attention  
211 applied to a comprehensive training program that provides ample opportunity  
212 for volunteer firefighters to receive the required training.

213 F4. Payroll for volunteer firefighters that work on cover assignments at Napa  
214 County Fire career fire stations or on other fire assignments is not paid in a  
215 timely fashion. Receipt of payroll takes anywhere from three to nine months  
216 after an assignment has ended. This is a hardship for volunteers that take time  
217 off from regular jobs to work on cover assignments.

## 218 **RECOMMENDATIONS**

219 R1. By September 1, 2015, the Fire Service Advisory Committee to establish a  
220 regular meeting schedule, circulate the meeting minutes, and update the FSAC  
221 webpage within 10 days of every meeting, in order to inform the community  
222 and firefighter ranks of scheduled meetings and agendas. In addition, the



223 minutes for each FSAC meeting are to be circulated within 10 days of each  
224 meeting to all the members of the Napa County Fire and volunteer ranks to  
225 keep them informed of the issues and the efforts to address them.

226 R2. By September 1, 2015, the nine Napa County Volunteer Fire Chiefs to re-  
227 address their issues with the Memorandum of Agreement and the Site Use  
228 Agreement documents by sharing with the FSAC a detailed letter that lists and  
229 highlights each concern

230 R3. By September 1, 2015, The Fire Service Advisory Committee to ask for input  
231 from all the Napa County Fire volunteer firefighters with regard to training  
232 issues and by December 31, 2015, to present a plan to resolve the identified  
233 training issues.

234 R4. By December 31, 2015, Napa County Administration staff to implement  
235 procedures to pay volunteer firefighters for wages that were earned while on  
236 cover assignments within 30 days of their assignments.

## 237 **REQUEST FOR RESPONSES**

238 Pursuant to Penal Code section 933.05, the grand jury requests responses as  
239 follows:

240 From the following individuals:

- 241 ■ Napa County Fire Chief: R1
- 242 ■ Nine Volunteer Fire Chiefs: R1, R2, R3
- 243 ■ Napa County Executive Office: R1, R4

244 From the following governing bodies:

- 245 ■ Napa County Board of Supervisors: R1, R3
- 246 ■ Napa County Treasurer Office: R4

## 247 **APPENDIX**

248 Exhibit 1: Memo of Agreement for Fire and Emergency Services

249 Exhibit 2: Site Use Agreement

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Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

**SITE AND USE AGREEMENT BETWEEN NAPA COUNTY AND GORDON VALLEY VOLUNTEER FIRE DEPARTMENT FOR USE OF A FIRE STATION BY THE VOLUNTEER FIRE COMPANY IN GORDON VALLEY**

This Agreement is made between GORDON VALLEY VOLUNTEER FIRE DEPARTMENT hereinafter referred to as "GORDON VALLEY", and NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**RECITALS**

This Agreement is made with reference to the following facts and objectives:

- (a) COUNTY has entered into a Memorandum of Agreement with the volunteer fire company in Gordon Valley for the provision of volunteer firefighting services.
- (b) COUNTY desires to enter into Site Use Agreement with Gordon Valley Volunteer Fire Department for use of a volunteer fire station facility.

**Section 1. DEFINITIONS**

**GORDON VALLEY:** This refers to the non-profit corporation, Gordon Valley Volunteer Fire Department. This corporation is an independent non-profit public benefit organization that collects monies through donations, fundraising, grants, etc., for the purpose of supporting the volunteer fire company in Gordon Valley. This corporation and its activities have no direct affiliation with Napa County Fire Department or the COUNTY.

**COMPANY:** This refers to a Volunteer Fire Company operating within the Napa County Fire Department per a Memorandum of Agreement. The volunteer fire company in Gordon Valley is one (1) of nine (9) such companies and is operating under Napa County Agreement No. 8066.

**COUNTY:** This refers to Napa County, which administers the Napa County Fire Department.

**PREMISES:** This refers to the property located at 1345 Wooden Valley Cross Road Napa, CA (APN # 033-140-010; legal address 6485 Gordon Valley Road).

**Section 2. PREMISES**

GORDON VALLEY owns and hereby agrees to allow the COUNTY to utilize the PREMISES, in the Napa County for the purpose of a Volunteer Fire Station for COMPANY. These PREMISES consist of one fire station containing a three (3) bay garage, a conference room and a community room.

**Section 3. TERM**

**3.1 Term.** The term of this Agreement shall coincide with the term of Napa County Agreement No. 8066 with COMPANY. If Napa County Agreement No. 8066 is terminated by either party, this

Agreement shall also terminate at the same time as the effective date Agreement No. 8066 is terminated.

3.2 Termination without Cause. COUNTY or GORDON VALLEY may terminate this Agreement without cause with ninety (90) days written notice to the other party.

#### **Section 4. COUNTY'S PAYMENT OBLIGATIONS**

4.1 GORDON VALLEY shall not charge COUNTY rental fees for the PREMISES for the term of this Agreement.

4.2 The following will be paid by COUNTY for the term of this Agreement:

- (a) All charges for electricity at the PREMISES.
- (b) All charges for propane at the PREMISES
- (c) All charges for water at the PREMISES
- (d) Monthly charges for telephone/fax line.
- (e) Monthly charges for internet service. All COUNTY internet use policies shall be followed.
- (f) All charges for fire extinguisher service, repair, and replacement at the PREMISES.
- (g) Property and liability insurance under COUNTY insurance plan at the PREMISES.
- (h) All bills for the COUNTY sent from the vendor directly to the Napa County Fire Department at 1125 3rd St. Napa, CA. 94558, Attn: County Finance.

#### **Section 5. USE OF PREMISES**

5.1 COUNTY may use and occupy the PREMISES for the purpose of operating a Volunteer Fire Station for use by COMPANY, storing COUNTY owned and issued fire apparatus and equipment, conducting Napa County Fire Department business and related incidental uses

5.2 The PREMISES shall be used for no other purpose by COUNTY without the written consent of GORDON VALLEY. Other COUNTY business may be conducted at the discretion of GORDON VALLEY and shall be requested in writing three (3) days in advance.

5.3 COUNTY shall have access to the PREMISES with a standard key or lock box with keys in it. COUNTY shall make a reasonable attempt to provide a (1) day courtesy notice prior to entering PREMISES in non-emergency situations. COUNTY shall have immediate access to the PREMISES in emergency situations.

#### **Section 6. MAINTENANCE AND REPAIRS**

6.1 GORDON VALLEY's Obligations.

GORDON VALLEY SHALL:

- (a) During the term of this Agreement or any extension of the term, provide and maintain in good repair and tenantable condition, at GORDON VALLEY's sole cost

and expense, the interior and exterior of the PREMISES, including but not limited to the following; building structural integrity, paving, parking lots, fencing, irrigation systems, sidewalks, roof, exterior walls, doors, windows, and other outside elements of the PREMISES.

- (b) Be responsible for facilitating and paying the costs of ordinary and routine building maintenance. Maintenance of building shall include but is not limited to plumbing, heating, electrical systems, lighting, and ventilation.
- (c) Be responsible for compliance with the American with Disabilities Act (42 USC sec 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. GORDON VALLEY may request COUNTY assistance in completing repairs and maintenance required for compliance as defined in Section 7: Alterations to Premises.

## 6.2 COUNTY's Obligations.

COUNTY SHALL:

- (a) Give GORDON VALLEY prompt notice of any damages to or defective conditions located in any part of the PREMISES.
- (b) Not be allowed to re-key any locks serving the PREMISES.
- (c) Ensure that the COMPANY operating under COUNTY keeps the PREMISES clean, safe and shall be responsible for normal wear and tear.

## Section 7. ALTERATIONS TO PREMISES

7.1 COUNTY, with GORDON VALLEY's written consent, may make alterations to the PREMISES as the COUNTY deems appropriate and necessary or as reasonably requested by GORDON VALLEY and approved by the COUNTY through the budgeting process. The party responsible for regular maintenance costs associated with alterations made to the PREMISES shall be agreed upon by COUNTY and GORDON VALLEY and documented in writing signed by both parties prior to the alterations being made. All improvements made by COUNTY which are attached to the PREMISES shall become property of GORDON VALLEY upon termination of this Agreement. COUNTY shall be responsible to repair all damages resulting from the installation of funded improvements.

7.2 GORDON VALLEY agrees to allow COUNTY to install signage, an exterior 911 phone and an active station exterior light on the PREMISES at COUNTY's expense. The signage will identify COUNTY and COMPANY as the occupants of the PREMISES.

## **Section 8. ASSIGNMENT AND SUBLETTING**

**8.1 GORDON VALLEY's Consent Required.** COUNTY shall not assign this Agreement, or any interest therein, and shall not lease or sublet said PREMISES, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of GORDON VALLEY with the exception of use of the station by COMPANY. GORDON VALLEY'S consent shall not be unreasonably withheld, conditioned or delayed. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this Agreement, or of any interest therein, or subletting, either by voluntary or involuntary act of COUNTY, or by operation of law or otherwise, shall, at the option of GORDON VALLEY, terminate this Agreement. Any such purported assignment, transfer or subletting without such consent shall be null and void.

**8.2 Release of COUNTY.** In the event of an assignment of this Agreement, which is approved by GORDON VALLEY, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of the agreement, COUNTY shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

## **Section 9. INDEMNIFICATION**

**9.1** GORDON VALLEY shall indemnify and hold COUNTY harmless from and defend COUNTY against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the PREMISES when such injury, death or damage is caused in part or in whole by the neglect, fault or omission of any duty with respect to the same by GORDON VALLEY, its agents, contractors or volunteers. GORDON VALLEY shall further indemnify and hold COUNTY harmless from and against any and all claims arising from any breach or default in the performance of any obligation on GORDON VALLEY's part to be performed under the terms of this Agreement, or arising from any negligence or wrongdoing of GORDON VALLEY, or any of its agents, contractors or and from and against all costs, attorney's fees (including fees of County Counsel), expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against COUNTY by reason of any such claim, GORDON VALLEY, upon notice from COUNTY, shall defend the same at GORDON VALLEY's expense provided, however, that GORDON VALLEY shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of COUNTY or its agents, contractors, volunteers or employees. COUNTY shall be required to provide notice to GORDON VALLEY within ten (10) days of receipt or notice of any claim.

**9.2** COUNTY shall indemnify and hold GORDON VALLEY harmless from and defend GORDON VALLEY against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the PREMISES when such injury, death or damage is caused in part or in whole by the neglect, fault or omission of any duty with respect to the same by COUNTY, its agents, contractors, volunteers or employees. COUNTY shall further indemnify and hold GORDON VALLEY harmless from and against any and all claims arising from any breach or default in the performance of any obligation on COUNTY'S part to be performed under the terms of this Agreement, or arising from any negligence or wrongdoing of COUNTY or any of its agents, contractors, volunteers or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against GORDON VALLEY by reason of any such claim,

COUNTY, upon notice from GORDON VALLEY, shall defend the same at COUNTY'S expense provided, however, that COUNTY shall not be required to defend nor be liable for damage, injury or death occasioned by the active or passive negligence or intentional acts of GORDON VALLEY or its agents, contractors, volunteers or employees. GORDON VALLEY shall provide notice to COUNTY within ten (10) days of receipt or notice of any claim.

#### **Section 10. INSURANCE COVERAGE**

10.1 COUNTY shall obtain and maintain "all risk" property coverage and casualty and excess liability policies to cover any first-party or third-party claims for damages by or against the COUNTY resulting from the operation of the PREMISES as a Volunteer Fire Station including use by COMPANY for COUNTY fire department operations. This liability insurance will also cover COUNTY sponsored non-fire related activities. Any deductibles associated with COUNTY provided coverage will be paid by the COUNTY. At GORDON VALLEY's discretion, the PREMISES may be used by individuals or organizations for GORDON VALLEY, non-COUNTY related COMPANY events, and for public gatherings where notification has been made in writing to the Napa County Fire Chief. All notifications will be forwarded to the Napa County Risk Manager for review and evaluation. GORDON VALLEY, other organizations or individuals requesting use of the building shall provide any general liability policy deemed necessary by the Napa County Risk Manager prior to holding any such event or gathering. Said certificate must name the Napa County, its officers, agents, and employees as additional insured.

10.2 COMPANY or GORDON VALLEY fundraisers and events not directly related to the operation of the PREMISES as a Volunteer Fire Station or third parties using the facility as described in Section 5.1 shall obtain liability insurance with a minimum of one million dollars (\$1,000,000) of liability coverage to cover such events. Such coverage shall be subject to the reasonable approval of COUNTY's Risk Manager and verified by certificates of coverage. The COUNTY shall be named as an additional insured for any such insurance coverage.

10.3 Vehicles owned by COUNTY for Napa County Fire Department operations will be insured and maintained by COUNTY.

10.4 COUNTY will provide all maintenance and repairs needed to all fire/rescue equipment owned and insured by the COUNTY for fire/rescue use.

#### **Section 11. DAMAGE OR DESTRUCTION**

11.1 In the event of any damage to or destruction of the PREMISES not caused by COUNTY or COMPANY, GORDON VALLEY shall make good faith and diligent efforts to repair or replace facilities on the original site, provided that GORDON VALLEY has sufficient funds for repair or replacement from insurance proceeds or other funding sources. If GORDON VALLEY does not have sufficient funds for the repair or replacement of the PREMISES, then GORDON VALLEY shall not be obligated to repair or replace PREMISES and this Agreement shall terminate.

11.2 Within one hundred twenty days (120) days following the damage or destruction of PREMISES, GORDON VALLEY shall notify COUNTY as to whether it will replace the facility, or whether it lacks sufficient funds for the repair or replacement thereof.

**Section 12. DEFAULT**

If either GORDON VALLEY or COUNTY fails to comply with any of the material provisions of this Agreement, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 13 and the defaulting party shall have fifteen (15) days from deposit in the mail of the notice to cure said breach. In the event the default is not cured within the fifteen (15) day period, the noticing party may terminate the Agreement.

**Section 13. NOTICES**

All notices required by law or by this Agreement to be given to either party shall be in writing and may be given personally or by certified mail, postage prepaid, and addressed to either party as set forth below.

County:

Napa County Fire  
1125 Third Street, Second Floor  
Napa, CA 94559

Gordon Valley:

Gordon Valley Volunteer Fire Department  
6485 Gordon Valley Road  
Napa, CA

**Section 14. GOVERNING LAW**

All questions with respect to construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the Napa County.

**Section 15. INUREMENT**

Subject to the restrictions on assignments as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, and heirs of the respective parties hereto.

**Section 16. ENTIRE AGREEMENT**

This instrument along with any exhibits or attachments hereto constitutes the entire Agreement between GORDON VALLEY and COUNTY relative to the PREMISES. This Agreement and any exhibits or attachments may be altered, amended or revoked only by an instrument in writing signed



by both GORDON VALLEY and COUNTY. GORDON VALLEY and COUNTY agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the agreement of the PREMISES are written into or revoked by this Agreement. If any provision contained in an exhibit or attachment to this Agreement is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

**Section 17. ATTORNEY'S FEES**

If any legal action is brought by either party for the enforcement or interpretation of this Agreement, for remedy due to its breach, for recovery of the PREMISES, or in any other way arising from the terms of this Agreement, the prevailing party shall be entitled to recovery reasonable attorney fees (including fees of County Counsel), costs and other litigation expenses which shall become a part of any judgment in the action.

**IN WITNESS WHEREOF**, COUNTY and GORDON VALLEY have executed this Agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

COUNTY:  
Dated: \_\_\_\_\_

By: NAPA COUNTY  
Mark Luce  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Gordon Valley Volunteer Fire Department

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Reviewed as to Substance  
by County Fire Chief:

Scott Upton (e-signature)  
County Fire Chief / Department Director

Approved as to Form  
County Counsel:

Laura J. Anderson (e-signature)  
Deputy County Counsel

## MEMORANDUM OF AGREEMENT FOR FIRE AND EMERGENCY SERVICES

This Memorandum of Agreement ("Agreement") is made by and between NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the DRY CREEK-LOKOYA VOLUNTEER FIRE COMPANY, (hereinafter "VFC"), who mutually agree as follows:

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:
  - a) COUNTY desires to promote maximum utilization of fire and emergency service resources within Napa County.
  - b) COUNTY desires to enter into a memorandum of agreement with VFC for the performance of Fire and Emergency services within the County Fire Jurisdictional Area.
  - c) VFC has COUNTY assigned volunteers and equipment required to provide such services to the County Fire Jurisdictional Area to the extent that resources are available and VFC is willing and able to render such services as directed by the County Fire Chief on the terms and conditions set forth herein, and in accordance with the terms and conditions of the California Master Mutual Aid Agreement and the California Fire Assistance Agreement incorporated by reference herein.
  - d) VFC is a volunteer fire company organized pursuant to the laws of the State of California Health & Safety Code Section 14825, with a Certificate of Compliance filed annually with the Napa County Fire Chief or designee and will perform Fire and Emergency services.
2. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the meanings respectively ascribed to them by this subparagraph unless it is apparent from the context that a different meaning is intended:
  - a) "Dispatch" means the Cal Fire Emergency Command Center (ECC) in St. Helena, contracted by COUNTY as the dispatch service provider of the Napa County Fire Department in accordance with applicable SOGs.
  - b) "Napa County Fire Department" means all of the fire and emergency services provided throughout the County Fire Jurisdictional Area by career personnel and all of its Volunteer Fire Companies.
  - c) "County Fire Chief" means the Department Head of the Napa County Fire Department as appointed by the Board of Supervisors, or his or her authorized representative, responsible and accountable for the supervision and management of the County Fire Department.
  - d) "County Fire Jurisdictional Area" means the unincorporated area of the COUNTY under the jurisdiction of the Napa County Fire Department as shown in the map attached hereto as Exhibit "A" and incorporated herein by this reference.
  - e) "Fire and Emergency services" means the services to be provided by VFC under this Agreement as specified in Exhibit "B" attached hereto and incorporated herein by reference.
  - f) "Volunteer Fire Companies" are comprised of Volunteer Firefighters including the Volunteer Fire Chief, Volunteer Fire Company Officers and Emergency Medical Services Responders as defined in the SOGs.
  - g) "Volunteer Fire Chief" means the Fire Chief of VFC or his or her authorized representative in support of the community based Volunteer Fire Company and responsible and accountable for the day to day supervision and management of VFC under the guidelines and policies of the Napa County Fire Department and the direction of the County Fire Chief or designee

- h) "Volunteer Firefighters" or "volunteers" means the individuals listed on the VFC Certificate of Organization and/or listed on the active volunteer roster maintained and updated regularly by the Volunteer Fire Chief of each Volunteer Fire Company.
- i) "Volunteer Liaison Officer" means the individual designated by the County Executive Officer responsible for communicating items of mutual interest between the County Fire Chief and the Volunteer Fire Chiefs and assisting with the resolution of issues at the lowest level possible. The COUNTY shall provide a Volunteer Liaison Officer throughout the term of this MOA.
- j) "Fire Services Advisory Committee" means the committee formed by the Board of Supervisors to act in an advisory capacity to the County Fire Chief and the Board of Supervisors on fire department issues. The Volunteer Firefighters shall have three representatives appointed by the Board of Supervisors to represent the interest of the volunteer firefighters and Volunteer Fire Companies. The COUNTY shall maintain a Fire Services Advisory Committee throughout the term of this MOA.
- k) "Incident " means any call for service that VFC is dispatched to, or has called into Dispatch as an event directly reported to VFC or its member(s), including but not limited to, any type of fire, medical emergency, rescue, hazardous condition, public assistance, or investigation requiring specialized personnel or equipment. See Exhibit B.
- l) "SOGs" means County Fire Department Standard Operating Guidelines as currently written or as may be amended from time to time. All of the SOGs referred to in this Agreement are incorporated herein by reference.

### 3. SERVICES TO BE PROVIDED BY VFC

- a) VFC agrees to provide Fire and Emergency services within the County Fire Jurisdiction Area. The rendition of such services, the standard of performance and other matters incidental to the performance thereof in accordance with applicable County Fire Standard Operating Guidelines.
- b) VFC agrees to require all that all Volunteer Firefighters meet the policies, training, safety guidelines and procedures as established in the SOGs, Napa County Fire Policies and Procedures and Napa County Policies and Procedures.
- c) VFC agrees to immediately notify the Emergency Command Center, upon the occurrence of any Incident and agrees to control and preserve the scene of any type of reportable fire until the arrival of a County Fire Investigator.
- d) VFC agrees to comply with all of the requirements of the Basic Fire and Emergency Services listed in Exhibit "B" attached and incorporated herein by reference.
- e) VFC agrees to follow the Napa County Fire Department organizational structure that integrates career staff and volunteers. The VFC Volunteer Fire Chief will collaborate with the designated career Battalion Chief to facilitate professional communication. In the event that the designated career Battalion Chief is unavailable or non-responsive, the Volunteer Fire Chief shall contact the Volunteer Liaison Officer or the Napa County Fire Chief. Other volunteers should communicate through the chain of command as defined in the SOGs.
- f) VFC agrees that the office of the Napa County Counsel will provide legal services paid for by COUNTY concerning operations activities as set forth in the conditions and terms of this Agreement when VFC is providing Fire and Emergency services as a County Fire Department agent.

4. **TERM.** The initial term of this Agreement shall be for eighteen (18) months, commencing on January 1, 2014 and expiring on June 30, 2015 and shall be automatically renewed from year to year thereafter, unless a party to this Agreement gives written notice to the other party by January 31<sup>st</sup> of any year of its intention to seek amendments or not to renew this Agreement.
5. **STIPEND.** The COUNTY shall provide a stipend to volunteers to offset expenses related to the cost of serving as a Volunteer Firefighter. Actual stipend amounts shall be defined in a policy in the Napa County Fire Department SOGs incorporated by reference herein.
6. **ADMINISTRATION OF VOLUNTEERS.** The COUNTY shall be responsible for the administration of volunteers, including but not limited to administrative processing of new volunteers, management and stipend payments in accordance with the County Fire Departments' Standard Operating Guidelines and Napa County policies and procedures.
  - a) Volunteers serve at the pleasure of Napa County.
  - b) The Napa County Fire Chief shall be ultimately responsible for ensuring all volunteers of the Napa County Fire Department adhere to all applicable regulations governing conduct and behavior.
  - c) A volunteer may be separated from service based upon the decision of the Napa County Fire Chief and the County Executive Officer or her/his designee pursuant to the process outlined in Section 6e. Actions taken by a Volunteer Fire Chief with regard to a volunteer's service are not subject to this MOA and will be handled in accordance with the individual company's bylaws (rules). A Volunteer Fire Chief is required to notify the Napa County Fire Chief when taking any action that impacts a volunteer's service.
  - d) Given the significant investment that volunteer firefighters make, separation from service will not be taken lightly and will be the result of a serious infraction or a physical or medical condition that precludes a volunteer from performing the essential functions of their position.
  - e) Prior to separation from service, a volunteer and the Volunteer Fire Chief will be provided an opportunity to refute the charges to the Napa County Fire Chief and the County Executive Officer or her/his designee either in writing or in person. Following a thorough investigation, the volunteer will be provided the reason for the proposed separation ten (10) business days prior to the scheduled meeting with the Napa County Fire Chief and the County Executive Officer or her/his designee. A volunteer may be accompanied by a representative of their choice in the meeting. All information pertaining to the proposed separation will be treated confidentially.
  - f) The decision of the Napa County Fire Chief and the County Executive Officer or her/his designee following the meeting will be final.

## 7. LIABILITY

- a) COUNTY shall not be liable for the direct payment of any salaries, wages, or other compensation to any volunteers performing services hereunder for VFC or any liability other than that specifically provided for in this Agreement
- b) Except as herein otherwise specified, COUNTY shall not be liable for compensation or indemnity to any VFC volunteer for injury or sickness or other claims arising out of his or her services under this Agreement.

## 8. TRAINING.

- a) COUNTY shall make available training to the assigned VFC volunteers up to six-hours of instruction per month. VFC shall be responsible for all other training requirements in accordance with the County Fire Training SOGs.
- b) A training plan shall be maintained by the County Fire Chief that includes State and Federal mandated training requirements. This plan, including but not limited to, the training administration shall be developed by the County Fire Chief.

**9. EQUIPMENT.**

- a) Apparatus - COUNTY shall provide all fire fighting apparatus including a maintenance and replacement program. Donations or purchases of additional vehicles or apparatus to VFC must be approved by the County Fire Chief prior to acceptance. For insurance purposes, Napa County must be the registered owner of all vehicles and apparatus. The ownership of any donated vehicles or apparatus shall be transferred back to VFC at the end of their useful life.
- b) Personal Protective Equipment (PPE). COUNTY shall provide each Volunteer Firefighter firefighting protective clothing which meets State of California (Cal OSHA) standards for structural and wildland firefighting for each firefighter, in accordance with the County Fire Equipment SOGs.
- c) Self-Contained Breathing Apparatus (SCBA). COUNTY shall provide SCBA and spare air cylinders. COUNTY shall also provide a system for VFC to refill SCBAs as needed. COUNTY will provide annual regulator maintenance and hydrotesting for COUNTY owned equipment as required by law and in accordance with applicable County Fire Equipment SOGs.
- d) Communications Equipment. COUNTY shall provide radio communication devices to VFC including a maintenance and replacement program for such in accordance with the County Fire Communications SOGs.
- e) Medical Equipment. COUNTY shall provide necessary medical equipment to VFC to execute Fire and Emergency Services. Donated or purchased equipment shall be approved by the County Fire Chief prior to placement on apparatus and use in the field.

**10. FUNDING.** The COUNTY shall provide, on an annual basis, (subject to budget limitations and part of the annual budget preparation process), funding toward supplies or equipment related to the operation of VFC. This funding is subject to the guidelines and procedures as established by the County Fire Chief on an annual basis. Available funding may vary from year to year and no set amount is guaranteed.

**11. INSURANCE.** With respect to the performance of Fire and Emergency services hereunder, COUNTY agrees to maintain insurance, in accordance with the County Fire Insurance SOGs, as follows:

- a) COUNTY shall maintain workers' compensation insurance with statutory limits as required by the Labor Code for all volunteers, with respect to services rendered by them for Fire and Emergency services pursuant to this Agreement and pursuant to Labor Code Section 3361. Volunteer Fire Company Officers listed on the Certificate of Organization shall be covered when acting in their official capacity as a Volunteer Fire Company Officer.
- b) COUNTY shall maintain a policy of insurance to protect against any liability for bodily injury or property damage arising out of or in connection with the activities of VFC, its officers, agents, and volunteers, pursuant to this Agreement. The liability under such policy of insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit for each occurrence. Such liability coverage shall extend to and

cover the operation and use of all inventoried equipment and buildings owned or leased by COUNTY or VFC used in the rendition of services under this Agreement.

- c) COUNTY shall provide comprehensive auto and collision insurance on all vehicles which are owned or leased by COUNTY and used to provide Fire and Emergency services pursuant to this Agreement, however, VFC shall obtain COUNTY prior approval for the addition or replacement of any vehicle or apparatus.
- d) COUNTY shall provide fire and contents insurance, on buildings or areas of buildings owned or leased by VFC in connection with providing services pursuant to this Agreement provided, however, VFC shall obtain COUNTY prior approval for the addition or replacement of any facility.

12. **RECORDKEEPING.** VFC agrees to maintain and make available to the COUNTY, records pertaining to Fire and Emergency services performed pursuant to this Agreement in accordance with COUNTY Fire Record Keeping SOGs, including but not limited to, event reporting, volunteer response reports, daily apparatus and equipment maintenance reports and inventory records.

13. **TERMINATION.**

- a) At any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving ninety (90) days written notice to the other party.
- b) If VFC should fail to perform any of VFC's obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, COUNTY shall have the right, in its sole discretion, to order a cessation of actives and services provided by VFC until the situation is remedied to the COUNTY's satisfaction, or the contract is terminated in accordance with Section 13(a) above.
- c) In the event of termination of this Agreement, any vehicles, apparatus and equipment owned by the COUNTY, which are in the possession of VFC shall be returned to COUNTY within ten (10) days from the termination effective date.
- d) In the event of termination of this Agreement, VFC agrees that it cannot and will not operate as a volunteer fire company of Napa County Fire, and cannot and will not provide any fire and emergency services within the boundaries of county jurisdiction.

14. **METHOD AND PLACE OF GIVING NOTICE.** All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

COUNTY:

County Fire Chief  
Napa County Fire  
1125 Third Street, Second Floor  
Napa, CA 94559

DRY CREEK-LOKOYA : Ken Van Oeveren  
Dry Creek-Lokoya Volunteer Fire Company  
5900 Dry Creek Road  
Napa, CA 94558

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, invoices, and payments are to be given by giving notice pursuant to this paragraph.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

COUNTY:

NAPA COUNTY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Mark Luce  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
County Clerk and ex-officio  
Clerk of the Board of Supervisors

Dry Creek-Lokoya Volunteer Fire Company

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ken Van Oeveren, Foreperson

Reviewed as to Substance  
by County Fire Chief:

Scott Upton (e-signature)  
County Fire Chief / Department Director

Approved as to Form  
County Counsel:

Laura J. Anderson (e-signature)  
Deputy County Counsel

EXHIBIT "A"

Napa County Fire Jurisdictional Area map