

**AMENDMENT NO. 1****NAPA COUNTY AGREEMENT NO. 250257B  
CALISTOGA AGREEMENT NO. 1015****AGREEMENT FOR FIRST RESPONDER SERVICES**

**THIS AMENDMENT NO. 1** ("Amendment No. 1") **TO AGREEMENT NO. 250257B** is made and entered into as of this 1<sup>st</sup> day of November, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF CALISTOGA, a California municipal corporation whose mailing address is 1232 Washington Street, Calistoga, CA 94515, hereinafter referred to as "CITY"

**RECITALS**

**WHEREAS**, as of November 1, 2024, COUNTY and CITY entered into Agreement No. 250257B ("Agreement"), whereby CITY agreed to provide first response emergency medical services, rescue and fire suppression and protection services in unincorporated area outside of the jurisdiction of the CITY under the terms and conditions set forth in the Agreement; and

**WHEREAS**, COUNTY continues to need first responder services and CITY is willing to and able to continue to provide such services; and

**WHEREAS**, COUNTY and CITY now wish to amend the Agreement to clarify the terms of compensation.

**TERMS**

**NOW, THEREFORE**, COUNTY, acting through its Board of Supervisors, and CITY hereby amend Agreement No. 1, as follows:

1. Paragraph 3, of the Agreement is hereby amended to read as follows:

**Compensation.** In consideration of CITY's fulfillment of the promised work, COUNTY shall pay CITY at the rates set forth in Exhibits "C-1" and "D," attached hereto and incorporated by reference herein. All payments for compensation to CITY shall be made only upon presentation to COUNTY by CITY of an itemized billing invoice in a form acceptable to COUNTY. Exhibit "C" is rescinded and replaced in full by Exhibit "C-1."


2. **Electronic Signatures.** This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.

3. This Amendment No. 1 shall be effective as of the date first written above.

4. Except as provided in Paragraphs 1 through 3, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

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

CITY OF CALISTOGA, a California municipal corporation


By   
LAURA SNIDEMAN, City Manager for the  
City of Calistoga

"CITY"

APPROVED AS TO FORM:

  
MICHELLE KENYON, City Attorney

ATTEST:

  
YUDIANA GALVAN, Clerk for the  
City of Calistoga

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair of the  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u></p> <p>Date: <u>January 27, 2025</u></p> <p>PL Doc No: 125264.3</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## **EXHIBIT “C-1”**

### **COMPENSATION AND EXPENSE REIMBURSEMENT**

The following outlines the compensation for services outlined in this Agreement between the CITY and the COUNTY:

#### **COUNTY:**

1. COUNTY shall compensate CITY at the applicable Office of Emergency Services (Cal OES) Rate for each incident response (call) provided by CITY within the Contract Zones, based on the Cal OES rate (EXHIBIT “D”) in effect at the time of each incident response as identified in Item 6 and the Table below. All services rendered under this Agreement shall be billed in minimum increments of one hour. Time spent on any incident response shall be rounded up to the next hour. For example, any response requiring 15 minutes of service will be billed as one hour. Any response requiring more than 60 minutes of service will be charged in hourly increments. This billing policy applies to all services provided by CITY.

2. COUNTY shall compensate CITY for administrative expenses in the same manner as Cal OES compensates for administrative expenses. The administrative rate utilized shall be the same as the Cal OES administrative rate utilized. Administrative rates shall be included on the same invoice as the quarterly response charges and shall apply to all responses within the ZONES.

3. The compensation rates per call and administrative rate will be adjusted annually or at such time CITY presents the COUNTY with an updated rate sheet with revised reimbursement rates per Cal OES agreements for the life of this agreement. Updated compensation rates will take effect upon approval by the COUNTY for these revised reimbursements rates, and the updated rate sheet will be added to this agreement as EXHIBIT “D.”

4. The base agreement shall compensate CITY for responding to 225 calls per year in the ZONES of the contract area, based on 1-hour minimum per call, for a total of ONE HUNDRED SEVENTY-SEVEN THREE HUNDRED FORTY-NINE DOLLARS AND FIFTY CENTS (\$177,349.50) per year. Any calls requiring more than 1-hour commitment from CITY shall be compensated in 1-hour increments for each portion of an hour committed. If the response into the ZONES of the contract area exceeds 225 calls annually, the COUNTY shall compensate CITY at the same applicable Cal OES rates per hour, with 1-hour minimum per incident and 1-hour charge for each partial hour after the first hour.

5. COUNTY shall make payments to CITY on a quarterly basis, in arrears, upon presentation of invoices to the COUNTY from the CITY.

6. The following table represents the compensation rate that the COUNTY will pay the CITY per a one-hour call, regardless of individual positions responding. These rates are reflective of the 2024/2025 Cal OES rates as reflected in the attached agreement in EXHIBIT

“D.” These rates will be adjusted at such time an updated Cal OES agreement with new rates are submitted to the COUNTY for the life of this contract. In addition to the equipment and personnel costs of SIX HUNDRED TWENTY TWO DOLLARS AND SEVENTY CENTS (\$622.70) as identified in the table below, the COUNTY shall compensate the CITY with an administrative charge equal to the Cal OES rate as identified in EXHIBIT “D,” which is 0.26581, for an additional ONE HUNDRED AND SIXTY-FIVE DOLLARS AND FIFTY-TWO CENTS (\$165.52) per one hour call. In total, the COUNTY shall compensate the CITY at a rate of SEVEN HUNDRED EIGHTY EIGHT DOLLARS AND TWENTY TWO CENTS (\$788.22) per hour for each call.

<b>OES Contract Year</b>	<b>Apparatus</b>	<b>Fire Chief</b>	<b>Captain</b>	<b>Engineer</b>	<b>Firefighter</b>	<b>SUB TOTAL</b>	<b>Current Admin Rate</b>	<b>TOTAL</b>
2024/2025	\$173.47	\$206.92	\$105.67	\$74.44	\$62.20	\$622.70	.26581	<b>\$788.22</b>