

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office/ Office of Emergency Svcs

BOARD AGENDA # B-8

Urgent

Routine

G. HINSHAW

AGENDA DATE September 19, 2006

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Adopt the Recommendation of the Stanislaus County Fire Authority to Provide Less Than Countywide Fire Investigation Services Through a Contract With the City of Modesto Fire Department

STAFF RECOMMENDATIONS:

Approve the contract for Fire Investigation Services with the City of Modesto.

FISCAL IMPACT:

The City of Modesto Fire Department presented a proposal to provide Fire Investigation Services for \$469,546 annually for five years, with an annual cost of living increase of no less than 4%. It is estimated that the total cost over the life of the contract will be \$2,540,212. Funding for this contract will come from the Less Than Countywide property tax. There will be no increased cost to the General Fund associated with this recommendation.

BOARD ACTION AS FOLLOWS:

No. 2006-751

On motion of Supervisor Mayfield, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Mayfield, Grover, DeMartini, and Chairman Simon

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No. C-6-I-10

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DISCUSSION:

The Board of Supervisors approved a Joint Powers Agreement on October 11, 2005 to establish the Stanislaus County Fire Authority. The Fire Authority was formed to oversee the regional services provided under the Less-than Countywide Fire Tax contract. The Fire Authority Board, made up of representatives of every fire agency in the County, was given the responsibility to advise the Board of Supervisors on the optimum use of these funds to support the fire service in Stanislaus County.

The Joint Powers Agreement called for the termination of an existing contract with Stanislaus Consolidated Fire Protection District, who had been providing regional fire services on behalf of the County. In January 2006, the Board approved a new contract with Consolidated Fire that more clearly defined the services to be provided. The contract, which included Fire Investigation services, expired on June 30, 2006.

On May 25, 2006 the Fire Authority formally adopted their 2006-2007 business plan which identified services to be provided, as well as performance expectations and funding. The business plan focuses on six priority services that will support those fire agencies participating in the Stanislaus County Less Than Countywide Fire Tax program. The focus of this agenda item is the Fire Investigation component.

Fire Investigators are responsible for investigations of all types of fires including but not limited to vehicle, structure and vegetation fires, attempted arson, fire bombings and all other fire related incidents.

The Fire Authority directed staff to prepare a report on the current levels of service being provided, with regard to Fire Investigations. The report outlined the qualifications, standards and guidelines that an agency should meet when providing fire investigations services. The report also provided a workload analysis of fire investigations for 2003 through 2005, opportunities for improvement in the delivery of services, and service level options. On June 15, 2006 the Fire Authority approved the Fire Investigation Report.

On June 22, 2006 the Fire Authority reviewed two proposals for the provision of Fire Investigation Services in the areas served by the Less Than Countywide Contract. The Fire Authority voted to approve the contract proposal presented by Modesto Fire. The Modesto proposal, which is included with this agenda item, provided a higher level of service at a lower cost than the alternative. It was suggested that, by combining the County's investigation services with the City of Modesto, it would foster a higher level of cooperation and coordination throughout the Stanislaus County.

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POLICY ISSUE:

The Board is asked to consider whether approval of this request supports the Board's priorities of a safe community, effective partnerships and efficient delivery of public services.

STAFFING IMPACT:

There is no staffing impact associated with this recommendation.

**Stanislaus Regional Fire Authority
Fire Investigation Proposal**

**Prepared By
The Modesto Fire Department
Jim Miguel, Fire Chief**

Executive Summary

The Modesto Fire Department (MFD) proposes a consolidation of fire investigation services to include the portion of Stanislaus County currently served through the less than countywide fire investigation contract, and the City of Modesto. This service would be administered by the Modesto Fire Department, and include funding from less than countywide fire service fees, and the Modesto Fire Department budget. Twenty-four hour coverage would be provided by three shift investigators, augmented by 2 forty- hour investigators. The total less than county fire service fee allocation requested is \$469,546.

Background

Currently, several separate and distinct fire investigation units are operating in Stanislaus County. These include the Modesto Fire Department, the Stanislaus Consolidated Fire Protection District (SCFPD), and several other jurisdictions, which provide fire investigation within their agency. With few exceptions, there is little coordination or cooperation between these units.

The Stanislaus Consolidated Fire Protection District is currently under contract to provide fire investigation services to all agencies where Less than County-Wide Fire Service Fees (LCWFSF) are collected. The Modesto Fire Department provides fire investigation services in the Modesto city limits.

The MFD and SCFPD each have significant workloads, but neither is large enough to support both twenty-four hour coverage and follow up personnel. The SCFPD provides twenty-four hour investigation coverage, without designated follow-up investigation. In 2003 through 2005, the SCFPD investigated 1137 incendiary fires. During this same time, 34 arson cases were filed with the Stanislaus County District Attorney's Office. The MFD investigation system includes two, forty-hour investigators. This system relies on these investigators, plus part time investigators, to cover investigations during nights and weekends. In the last three years, the MFD has investigated 240 incendiary fires, 49 of which were filed with the District Attorney's Office. Neither of these systems are adequate, but combined they offer opportunity to cover both origin and cause, and follow-up investigations.

Operations

The combining of investigation services fosters a higher level of cooperation and coordination throughout Stanislaus County. Currently, no system exists to coordinate countywide fire investigation efforts. This lack of coordination and cooperation impairs our collective ability to respond to trends and to resolve incendiary fires. Furthermore, the Modesto Fire Department is committed to strengthen the Stanislaus County Arson Taskforce, furthering cooperation, coordination, and credibility countywide.

It is proposed that the two systems be merged, and administered by the Modesto Fire Department. The new system would consist of three 24 hour shift investigators, who would perform origin and cause investigation, with some follow-up. Two additional investigators would be assigned to a forty-hour workweek, and perform follow-up

investigation, in cooperation with the Modesto Police Department and the Stanislaus County Sheriff's Department.

Response Criteria and Training

Currently, the SCFPD fire investigators respond to the vast majority of fires in the county, excluding Modesto. Many of these responses result in no useful fire investigation information. Response criteria would be established, and training provided to all county fire agencies on basic origin and cause investigation, and the criteria warranting an investigator. This training would result in a more manageable investigation workload, more emphasis on viable investigations, and reduce the amount of time county fire agencies are on scene, waiting for an investigator.

Furthermore, to the extent possible, investigation updates would be provided to the fire agencies, and ongoing investigations would be coordinated with the Fire Chief.

Regional Fire Authority Funding

The Regional Fire Authority would pay the cost of three full time investigators, one-half the salary of an administrative assistant, a small portion of the administrative overhead for fire investigation services, overtime for investigations originating in the county service area, and other equipment, training, and vehicle costs to support these three investigators. The following is an itemized list of the estimated costs:

3 Captains @\$124,268 (salary, benefits, incentives)	372,804
Administrative Assistant (50% salary, benefits)	25,944
Division Chief-Fire Marshal (10% salary, benefits)	15,632
Overtime (contract areas)	15,000
Training (\$4000 x 3)	12,000
Equipment (phone, radio, tools) (\$2000 x 3)	6,000
Vehicle** (\$30,000 amortized over 3 years)	10,000
** to be purchased at inception of contract	
Vehicle Maintenance	3,000
Fuel (40,000 miles annually x 12 mpg ÷ \$2.75 per gal)	9,166
Total Annual Contract	469,546

In addition to this contract amount, an annual increase shall be agreed upon at the inception of the contract to cover increases in employee costs and other items subject to inflation.

Supervision

Supervision for this investigation unit would be provided by the Modesto Fire Department Fire Marshal. Policies, procedures, training customer service issues will be managed with consistency and accountability.

Personnel

To accomplish this, three additional full time investigators would need to be added to the Modesto Fire Department staff. The current SCFPD investigators would be asked about their interest in joining the Modesto Fire Department, and upon mutual agreement, and the successful completion of the City of Modesto pre-employment process, would be eligible for employment. Understanding that each of the Stanislaus Consolidated Fire Investigators have "bumping rights" back to their fire suppression division, no employees should be displaced by granting this contract to the Modesto Fire Department.

Contract Issues

Due to the personnel supported by this contract, a contract of no less than 5 years is critical. Furthermore, the separation clause for this contract is requested to be 6 months, with a progressive notification of deficiencies process.

The funding for this service shall be identified and secured at the inception of this contract, and not dependant on an annual general fund allocation from the Stanislaus County Board of Supervisors.

Conclusion

The goal of this proposal is to increase the efficiency and effectiveness of the fire investigation program countywide. A Regional approach to fire investigation will bring a greater level of consistency to this critical service. The Modesto Fire Department is committed to provide a well-trained, professional staff of investigators, and foster an environment of cooperation with all fire and law enforcement agencies.

AGREEMENT TO PROVIDE CERTAIN LESS THAN COUNTY-WIDE FIRE SERVICES

This Agreement to Provide Certain Less Than County-wide Fire Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and City of Modesto ("Contractor") on August 2, 2006.

Introduction

A. The County Fire Protection District was established to provide throughout Stanislaus County, except for the Cities of Modesto and Turlock, non-emergency fire protection services including, among other things, organizing fire districts, fire prevention, development and building plan review, arson investigation, administrative support (e.g., SB-90 claims, ICS coordination, policy development), mutual aid coordination, and assistance in training fire district firefighters (hereafter "Less Than County-wide Fire Services").

B. By Joint Powers Agreement dated November 1, 2005, the County and fire agencies in Stanislaus County, including the Contractor, established the Stanislaus County Fire Authority ("Fire Authority") as an advisory body to the Stanislaus County Board of Supervisors for the purpose of making recommendations on issues of common concern among the fire agencies, including the allocation and use of the Less Than County-wide Fire Tax ("Fire Tax"), which is used to fund the Less Than County-wide Fire Services.

C. The Fire Authority considered what Less Than County-wide Fire Services should be provided during the current fiscal year, and recommended to the Board of Supervisors that it enter into an agreement with the Contractor to provide specified services in accordance with the spending plan presented by the Contractor, which, by this reference, is made part of this Agreement.

D. The County and Contractor desire to document the terms and conditions for providing specified Less Than County-wide Fire Services during the current fiscal year as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Under the direction of the Fire Authority, the Contractor, through the Modesto Fire Department, shall provide the fire investigation services to the Districts and Cities currently contributing to the Fire Tax, in accordance with the Fire Authority Business Plan (adopted by the Stanislaus County Board of Supervisors on June 27,

2006), the Fire Investigation Report (approved by the Fire Authority on June 16, 2005), the Contractor's proposal for providing services, all of which are incorporated herein by reference, and the Stanislaus County Fire Authority Fire Investigation Performance Expectations attached hereto as Exhibit A. Contractor shall be subject to an annual performance review.

1.2 Services and work provided by the Contractor under this Agreement shall be performed in a timely manner consistent with the requirements, standards and guidelines established by applicable federal, state and local laws, ordinances, regulations and resolutions.

2. Term

2.1 The term of this Agreement shall be for a period of five (5) years, effective on July 1, 2006, and continuing through June 30, 2011. At the start of the fifth year of the term, the parties will cooperatively work with the Fire Authority to determine if this Agreement will be renewed for an additional five-year term, which determination shall be made at least six months prior to the end of the five-year term. If the determination to renew is not made by that time, this Agreement will continue on a month-to-month basis on the same terms and conditions for a period of six months after the determination is made by the Fire Authority to not renew this Agreement.

2.2 Either party may terminate this agreement without cause upon six-months written notice to the other party. Either party may terminate this Agreement for cause after providing the other party with notice of deficiency and a reasonable opportunity to cure any default. Termination of this Agreement shall not affect the County's obligation to reimburse Contractor for all costs or expenses actually and necessarily incurred by Contractor as provided in Section 2 of this Agreement, subject to any applicable setoffs.

2.3 This Agreement shall terminate automatically on the occurrence of the bankruptcy or insolvency of either party.

3. Compensation

3.1 (a) The Contractor shall receive total compensation in the amount of \$469,546 per year; provided, however, each year on July 1, the amount of total compensation shall be adjusted for inflation based upon the 12-month change in the U.S. City Average Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W Not Seasonally Adjusted") for the month of March as published by the U.S. Department of Labor, Bureau of Labor Statistics, but in no event shall the annual adjustment be less than four percent.

(b) The Contractor shall be compensated for services provided in accordance with the payment schedule set forth in the Contractor's proposal, or one-twelfth of the annual total compensation if there is no payment schedule, not to exceed the total amount set forth in the approved annual budget for those services and adjusted annually on July 1 for inflation. Contractor shall provide the County with a periodic

statement or invoice that generally describes the services performed during the payment period, and stating the prorated amount owed under this Agreement. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein. A copy of each invoice shall be provided to the Fire Authority by the County. The County shall pay each invoice within 30-days of receipt.

(c) The total annual compensation owed to the Contractor will be adjusted to facilitate purchase of a vehicle during the first year of this Agreement, based upon the Contractor's proposal to purchase a \$30,000 vehicle amortized over a 3-year period. During the first year of the term, the Contractor will receive an additional \$20,000 to be applied toward purchase of a vehicle. During the second and third years of the term, the County will deduct \$10,000 from the compensation otherwise owed to the Contractor. During the fourth year of the term, the Contractor will receive an additional \$20,000, less the residual value of the vehicle purchased in the first year of the term, to be applied toward the purchase of a new vehicle. During the fifth year of the term, the County will deduct \$10,000 from the compensation otherwise owed to the Contractor. Upon termination of the Agreement, the Contractor agrees to transfer title to the vehicle to a new contractor providing fire investigation services.

3.2 Any fees, fines, or reimbursements collected by the Contractor or the County for activities related to the services provided under this Agreement shall be deposited to the County Fire Service Fund (1725), Account 36470, Other Service Charges.

3.3 The parties understand and agree that compensation paid to the Contractor for services under this Agreement are intended to be paid exclusively or primarily from the Fire Tax, that the County shall not be obligated to make any payment hereunder except out of revenue from the Fire Tax, and that the County is not liable to maintain any funding sources out of its General Fund or by tax levies other than the Fire Tax.

3.4 The purchase of capital assets needed or used by the Contractor for providing services under this Agreement shall be paid for by the Contractor at its sole cost and expense, and Contractor shall not be entitled to any additional compensation under this Agreement. The Fire Authority, in accordance with the Joint Powers Agreement, may consider and recommend to the County, the purchase of capital assets in the name of the County that will be used by the Contractor to provide the Less Than County-wide Fire Services under this Agreement and, if approved, such assets will remain the property of the County. The terms and conditions of the Contractor's use of any capital asset purchased by the County shall be set forth in an addendum to this Agreement.

3.5 Except as otherwise expressly provided in this Agreement or any amendment to this Agreement, Contractor shall not be entitled to nor receive from the County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.

4. General Terms and Conditions

4.1 Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

County: Gary Hinshaw
County Fire Warden
Stanislaus County Fire Warden's Office
3705 Oakdale Road
Modesto, CA 95357

Contractor: James Miguel, Chief
Modesto Fire Department
600 Eleventh Street
Modesto, CA 95354

4.2 Indemnity. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

4.3 Status of Contractor. All acts of the Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in the Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

4.4 Nondiscrimination. During the performance of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status,

age, political affiliation or sex. The Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

4.5 Assignment. This is an agreement for the services of the Contractor. The County has relied upon the skills, knowledge, experience and training of Contractor's employees as an inducement to enter into this Agreement. The Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, the Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

4.6 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties herein with respect to the subject matter of this Agreement and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

4.7 Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

4.8 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

— Signatures on Following Page —

Stanislaus County Fire Authority Fire Investigation Performance Expectations

Not to Exceed: \$469,546

Length of contract: 5 years with an option to renew for 5 years
With an annual performance review

Agency submitting a proposal must meet the following criteria:

- Management structure sufficient to support a Fire Investigation Unit
- Demonstrated leadership
- Financial stability

Fire Investigation responsibilities to include:

Scene Investigations

- Determination of origin and cause of all fires following NFPA 921 guidelines and other professionally recognized standards and guidelines
- Conduct the scene investigation of serial, spree, significant dollar loss, injury or death fire incidents
- Management of significant fire scene investigations

Documentation

- Documentation of the fire scene, which includes, scene investigation reports, follow up investigative reports and forms, photographs and sketches
- Provide assistance and documentation to the fire agency having jurisdiction, which includes, scene investigation reports, follow up investigative reports, photographs and sketches
- Provide documentation and assistance to private fire investigators and insurance industry representatives regarding civil fire investigations
- Evidence collection and chain of custody, which includes, an evidence storage facility that follows the standards and guidelines of the law enforcement agency having jurisdiction. Book and maintain evidence, evidence booking forms, DOJ forms and providing all investigative documentation to the law enforcement agency having jurisdiction and the District Attorney's Office within 48 hours of the completion of processing a fire scene
- When a fire is determined to be incendiary, provide documentation and assistance to law enforcement agencies for follow up of criminal fire investigations following the policies and procedures of the law enforcement authority having jurisdiction, which includes, all scene investigation reports, follow up investigative reports, photographs

- sketches, evidence booking forms, DOJ request forms, within 48 hours of the completion of processing a fire scene
- When a criminal suspect has been arrested and is in custody, provide documentation and assistance to the District Attorney's Office regarding criminal fire investigations which includes, all scene investigation reports, follow up investigative reports, photographs sketches, evidence booking forms, DOJ forms, within 48 hours of the completion of processing a fire scene
 - Develop, implement, validate and maintain records management of investigation documentation and activities which includes, maintaining the documentation at the completion of processing a fire scene, follow up investigation documentation, providing investigation case files to the fire and law enforcement agencies having jurisdiction and the District Attorney's Office. Holding the responsibilities as the Keeper of Records. Maintaining the documentation of the number, type and determination of all investigations. Documentation of the number of investigative hours, which includes, processing a fire scene, follow-up investigations, report writing, case preparation and clerical assistance. On a monthly basis, provide an electronic report to all fire and law enforcement agencies having jurisdiction, the District Attorney's Office and the Stanislaus County Fire Warden's Office, reporting the number, type, determination and status of all fire investigations, by the 10th day of each month.
 - Develop, implement and maintain a records retention policy based on the policies and procedures of the service provider, the law enforcement agency having jurisdiction and the District Attorney's Office
 - Clerical support for the fire investigation unit which includes, typing and filing reports, organizing sketches and photographs, establishing case files, maintaining correspondence, providing investigative documentation to the fire and law enforcement agencies having jurisdiction and the District Attorney's Office

Interview and Interrogation

- Contacting and interviewing witnesses
- Contacting and interrogation of suspects

Case Management

- Conduct follow up investigation of fires determined to be accidental, undetermined or natural
- Provide expert opinion testimony in civil trials when a subpoena compels the testimony and deposit checks have been properly received by the Fire Investigation Unit
- Conduct follow up investigation of incendiary fires and provide documentation to the law enforcement agencies having jurisdiction and the District Attorney's Office
- Provide expert opinion testimony in criminal trials

- Develop, implement and maintain, case management of investigations which includes, designating a case manager to oversee all fire scenes to ensure that appropriate resource needs are determined and received, and that follow-up investigative activities which include, search warrants, surveillance, risk assessments, incident action plans are consistent with the procedures of the service provider, the law enforcement agency having jurisdiction and the District Attorney's Office

Administrative

- Develop, implement, validate and maintain policies and procedures, which encompasses the NFPA Guidelines and POST Standards for processing a fire scene, investigation documentation, follow-up investigations, evidence collection, packaging, booking and maintaining. Records management and case management. Defensive driving, weaponless defense, escalation of force, use of lethal force, firearms qualification, firearms re-qualification, tactical and interpersonal communications,
- Develop, implement and maintain policies and procedures for receiving and investigating public complaints and investigation of inter and intra departmental complaints, as defined by the service provider and following the procedures of the law enforcement agency having jurisdiction
- Establish and maintain effective partnerships with the fire and law enforcement agencies in Stanislaus County, County Probation, California State Parole, District Attorney's Office, the California Department of Forestry and the Stanislaus County Arson Task Force, through participation at the partner agency's regularly scheduled briefings and meetings
- Administrative oversight of the investigation unit which includes, supervision of investigation and clerical staff, implementation of investigative policies and procedures of the service providers agency, the law enforcement agencies having jurisdiction and the District Attorney's Office
- Develop, implement a uniform standard that clearly identifies the fire investigator as a peace officer, based on the policies and procedures of the law enforcement agencies having jurisdiction, within 90 days of the initiation of the contract to provide investigation services

Training

- Develop, implement and provide effective training program for chief and company officers to conduct preliminary fire investigations for initial origin and cause determinations following NFPA 921 within 90 days of the initiation of the contract to provide investigation services
- Establish, validate and maintain the certifications, qualifications and continued training of participating fire investigators specific to NFPA 1033, NFPA 921, Fire Investigation 1A, Fire Investigation 1B, Fire Investigation 2A and Fire Investigation 2B

- Establish, validate and maintain the certifications, qualifications and continued training of participating fire investigators specific to Government Code 1031, Penal Code 830.37. Penal Code 832 Arrests, Penal Code 832 Firearms, and POST Perishable Skills, all as defined by and following the procedures of the law enforcement agency having jurisdiction
- Desirable certifications and qualifications to achieve, CA State Fire Marshal Certified Fire Investigator I, CA State Fire Marshal Certified Fire Investigator II, California Conference of Arson Investigators, International Association of Arson Investigators, NWCG 210

Standards and guidelines:

- NFPA 1033 Professional Qualifications for Fire Investigators
- NFPA 921 Guide for Fire and Explosion Investigations
- Penal Code 830.37 Authority of a Fire Investigator
- Penal Code 832 Arrest Class
- Penal Code 832 Firearms
- Government Code 1031 Minimum Standards for Peace Officers
- POST Standards and Guidelines for Firearms Qualification and Perishable Skills