

Wildfire Preparedness Program

Agreement between

Bay Area Air Quality Management District

and

Napa County

Contract No. 2022.099

I. Parties

The parties to this Agreement ("Agreement") are the Bay Area Air Quality Management District ("Air District") whose address is 375 Beale Street, Suite 600, San Francisco, CA 94105, and the Napa County, through its Office of Emergency Services ("County") whose address is at 1195 Third Street, Suite B-20, Napa, Ca 94559.

II. Purpose

California experienced some of the deadliest and most destructive wildfires in its history over the last several years. Studies show that climate change is not only causing higher temperatures and longer dry periods, but also lengthening the wildfire season and increasing the risk of wildfires throughout the state. The Air District's Wildfire Air Quality Response Program (WAQRP) is a comprehensive program intended to prepare for and respond to catastrophic wildfires and ensure health-protective measures and strategies are in place. Through this program, the Air District will purchase and provide heavy-duty portable air filtration units for regional emergency management authorities throughout the San Francisco Bay Area to help communities prepare for wildfire smoke that has the potential to impact air quality in entire regions for consecutive days.

This Agreement between the Air District and the County is to join resources to protect public health and improve indoor air quality in communities most vulnerable to wildfire smoke. This Agreement between the Air District and the County is to store and deploy air filtration units to sheltering and evacuation centers and congregate facilities beginning in the 2022 wildfire season.

III. Term and Termination

The term of this Agreement is from the date of execution by the parties until July 31, 2024, unless further extended by amendment of this Agreement in writing or terminated earlier. The parties may terminate this Agreement by mutual consent in writing.

IV. Air District Responsibilities

1. Purchase and provide the County with air filtration units with a total monetary value of approximately \$100,000, for use during wildfire smoke events.
2. Solicit bulk pricing for air filtration units via a request for quotation (RFQ) and purchase air filtration units.
3. Provide for delivery of air filtration units to address specified by the County.
4. Designate an Air District liaison in **Attachment A** (Organization Contact Information) to facilitate communications with designated County liaison.

V. County Responsibilities

1. Designate a County liaison and provide that liaison's contact information in **Attachment A**. The liaison is responsible for notifying the Air District at wildfireprogram@baaqmd.gov when air filtration units are deployed and for submitting semi-annual reporting to the Air District as outlined in this Agreement.
2. Take ownership of air filtration units upon receipt of the air filtration units.
3. Safely store air filtration units.
4. Maintain inventory and asset-tag all air filtration units.
5. Train County staff on how to operate and maintain air filtration units per manufacturer specifications and conduct such maintenance pursuant to manufacturer specifications. County shall be responsible for maintenance costs.
6. Deploy air filtration units for wildfire purposes to sheltering and evacuation centers and/or other congregate locations open to the public that are or are reasonably expected to be impacted by wildfire smoke and within the County. Eligible facilities may be operated by the County or any other public entity. Congregate facilities may include but are not limited to schools, libraries, and community centers. In the absence of a wildfire event, air filtration units may be used for incidental purposes, such as the reduction of risk of COVID-19 transmission or urban smoke exposure.
7. Air filtration units may be deployed by the County, at County's option, for mutual aid to other counties, but only within the nine Bay Area counties (San Francisco, San Mateo, Alameda, Santa Clara, Contra Costa, Solano, Sonoma, Marin, Napa). The County must track the air filtration units deployed for mutual aid and report the deployment as part of the annual reporting requirements to the Air District. All units shall be returned for safe storage to the County.
8. Provide semi-annual reports to the Air District at wildfireprogram@baaqmd.gov using **Attachment B** (Reporting Form). Semi-annual reports must be received by the Air District by January 15th (for reporting period from July 1st to December 31st) and July 15th (for reporting period from January 1st to June 30th) of each year, and include the following information for each deployment:
 - a. Name of wildfire (if known and when deployed/used in response to a specific wildfire event)
 - b. Facility name and address of the evacuation center/sheltering facility/congregate facility where air filtration unit(s) were deployed
 - c. Date of air filtration unit deployment
 - d. Number of air filtration unit(s) deployed
 - e. Number of days the air filtration unit(s) were deployed

- f. Indicate whether the evacuation center/sheltering facility/congregate facility had an existing heating, ventilation, and air conditioning (HVAC) system and whether the air filtration unit(s) operated in conjunction with existing HVAC
- g. Size and dimensions of each facility space where air filtration units were used
- h. Report feedback on the operations and maintenance of the air filtration units, including recommendations for their improved use
- i. Other wildfire tracking information, if known

VI. Acknowledgments

The County shall acknowledge Air District support each time the activities funded, in whole or in part, by this Agreement are publicized by the County in any news media, press release, brochures, or other type of promotional material. The acknowledgment of Air District support must state "Funded by a Grant from the Bay Area Air Quality Management District." Initials or abbreviations for Air District shall not be used.

VII. Assignment

No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.

VIII. Indemnification

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by Party shall not be shared pro rata but, instead, County and Air District agree that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold Air District, its officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of County, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this Agreement.

IX. Entire Agreement and Modification

This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to

enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.

X. Miscellaneous

Neither party to this Agreement has the authority to act on behalf of the other party or bind the other party to any obligation. The parties to this Agreement agree to make reasonable attempts to resolve between them any dispute regarding this Agreement before seeking to enforce the Agreement in any court of law or dispute resolution forum. The sole remedy for non-performance under this Agreement, including, but not limited to, any intentional or unintentional loss, theft, or damage to the air filtration units, shall be termination of this Agreement, with no damages or penalty owed by the non-performing party.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

Bay Area Air Quality
Management District

Napa County

Alexander Crockett
Interim Acting Executive
Officer/APCO

Date

Ryan Gregory, Chair of the
Board of Supervisors

Date

Approved as to form:
District Counsel

Adan Schwartz
Acting District Counsel

Date

Approved as to Form: Napa County Counsel
By: S. Darbinian, Deputy
April 13, 2022

ATTACHMENT A – Organization Contact Information**Primary Points of Contact**

The primary points of contact in each organization will be responsible for the implementation of the Agreement in their respective organizations, coordinating activities between organizations, and responding to questions regarding this Agreement. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

NOTE: When any attachment is updated, the revised attachment is inserted in the Agreement. The Agreement **does not** need to be signed again.

Napa County, Office of Emergency Services		Bay Area Air Quality Management District	
Contact Name	Kendra Bowyer	Contact Name	Geraldina Grunbaum
Title	Emergency Services Officer	Title	Senior Air Quality Specialist
Office Phone	707-299-1637	Office Phone	415-749-4956
Mobile	707-346-7763	Mobile	415-930-1794
e-mail	Kendra.bowyer@countyofnapa.org	e-mail	Wildfireprogram@baaqmd.gov

