

NAPA COUNTY AGREEMENT NO. 250152B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of August 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF ST. HELENA, a California municipal corporation whose mailing address is ~~1080 College Ave~~, St. Helena, CA 94574, hereinafter referred to as "CITY."

RECITALS

WHEREAS, COUNTY is a general law county with authority to provide for the prevention and suppression of fires and emergency medical response within those areas of Napa County not located within the boundaries of municipalities or fire protection districts and to that end contracts with the California State Department of Forestry and Fire Protection to provide first response emergency medical services, rescue and fire suppression and protection services to such areas of COUNTY; and

WHEREAS, CITY has authority to provide for the prevention and suppression of fires and emergency medical response within the city and to that end maintains a fire department to provide emergency medical, rescue, education, prevention, and fire suppression and protection services within its jurisdiction; and

WHEREAS, in the unincorporated area ("Zones") outside the jurisdiction of CITY, as described and shown on the map entitled "Napa County Fire Zone Map" attached hereto as Exhibit "A" and made a part hereof, there are a number of inhabitants who live and work in residential, industrial, commercial, and other structures for whom COUNTY desires to enhance the provision of emergency medical service, rescue, and fire suppression and protection services; and

WHEREAS, to provide such enhanced services, COUNTY desires CITY, pursuant to Government Code section 55632, to provide emergency medical, rescue, and fire suppression and protection services within the Zones on the terms and conditions set forth herein; and

WHEREAS, CITY has authority under Government Code section 55632 to provide and is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CITY, and CITY agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with

Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CITY to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than ninety (90) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Scope of Services. CITY shall provide COUNTY those services set forth in Exhibit "B" to be performed in the unincorporated Zone area of COUNTY as identified in Exhibit "A." Said Exhibits are attached hereto and incorporated by reference herein.

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

4. Method of Payment.

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CITY to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CITY's name, address, and an itemization of the response to emergencies which will include at a minimum the date and incident number of the emergency.

(b) CITY shall submit invoices not more often than quarterly to the COUNTY Fire Administrator, who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

5. Independent Contractor. CITY shall perform this Agreement as an independent contractor. CITY and the officers, agents, and employees of CITY are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CITY shall, at CITY's own risk and expense, determine the method and manner by which duties imposed on CITY by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CITY. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CITY, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CITY shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CITY, including the agents or employees of CITY, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CITY under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CITY.

7. **Insurance.** CITY shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CITY shall provide workers' compensation insurance for the performance of any of CITY's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability. [RESERVED.]

(3) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates of Coverage. Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CITY with the COUNTY Fire Administrator prior to commencement of performance of any of CITY's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) **Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CITY shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CITY shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CITY not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CITY under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CITY shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.

(e) **Inclusion in Subcontracts.** CITY agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. **Hold Harmless/Defense/Indemnification.**

(a) **In General.** To the full extent permitted by law, CITY and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations

required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CITY accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CITY under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CITY shall hold COUNTY and its officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CITY's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ninety (90) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to, and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CITY has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CITY. In addition, to the extent CITY maintains COUNTY data on those portions of digital software hosted by CITY and not controlled by COUNTY ("County data"), CITY shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CITY's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CITY.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly

returned to COUNTY, although CITY may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CITY under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights, and trade secrets in the products developed or improved under this Agreement, shall remain with CITY or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CITY shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CITY's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CITY shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CITY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CITY whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CITY for purpose of setoff until such time as the exact amount of damages due to COUNTY from CITY is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

NAPA COUNTY FIRE ADMINISTRATOR
1195 Third Street, Suite 310
Napa, CA 94559

CITY

CITY OF ST. HELENA
1088 College Ave.
St. Helena, CA 94574

14. **Compliance With COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CITY hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CITY also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

Which is found in the Napa County Policy Manual Part I, Section 8D.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment," which is found in the Napa County Policy Manual Part I, Section 37K.

(c) County of Napa Drug and Alcohol Policy, which is found in the Napa County Policy Manual Part I, Section 37O.

(d) Napa County Information Technology Use and Security Policy, which is found in the Napa County Policy Manual Part I, Section 31A. To this end, all employees and subcontractors of CITY whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CITY which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CITY shall hold all such information as CITY may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Fire Administrator. Upon cancellation or expiration of this Agreement, CITY shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CITY may retain for its files a copy of CITY's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CITY is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CITY shall adhere to all federal, state, and local laws, rules, and regulations protecting the privacy of such information. CITY shall adhere to all existing and future federal, state, and local laws, rules, and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CITY. Additionally, CITY shall only access, use, or disclose COUNTY Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with COUNTY. Any other access, use or disclosure of COUNTY Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents, or devices containing COUNTY Protected Information from a COUNTY facility; the unauthorized

transmission of COUNTY Protected Information via email, fax, or other means; and the discussion of such information with other individuals (including other CITY or COUNTY employees) who do not have a COUNTY-approved business reason to obtain the information.

(2) CITY shall ensure that its staff and any third-party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological, and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CITY shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CITY agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information of which it becomes aware. This includes instances wherein CITY encounters unsecured Protected Information in areas where CITY employees are performing services.

(4) CITY will be responsible for all costs associated with CITY's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the COUNTY of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules, or regulations applicable at the time of the breach.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CITY; therefore, CITY shall not assign any interest in this Agreement or subcontract any of the services CITY is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CITY, or to perform any of the remaining services required under this Agreement within the same time frame required of CITY shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the Napa County Fire Administrator may give the consent of COUNTY.

(b) Effect of Change in Status. If CITY changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CITY. Failure of CITY to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing with the prior written consent of both parties. Failure of CITY to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CITY shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. CITY shall comply immediately with all directives issued by COUNTY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

20. **Taxes.** CITY agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CITY agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CITY's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CITY agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers, and records of CITY which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Except where longer retention is required by any federal or state law, CITY shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CITY and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. CITY hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior

to the acquisition by CITY of such conflict. CITY further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. CITY agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CITY under this Agreement.

(b) Statements of Economic Interest. In performing the scope of services, one or more individuals of CITY's organization will make, or participate in making, a "governmental decision" as described in the California Code of Regulations, title 2, section 18704, or will perform the same or substantially all the same duties for COUNTY that would otherwise be performed by a COUNTY employee holding a position specified in County's conflict of interest code. CITY shall ensure those individuals identified by COUNTY prepare statements of economic interests on Fair Political Practices Commission Form 700 and file them with COUNTY. Each individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of COUNTY's notification that the individuals are subject to the conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to the conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors, and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be

entitled to an extension in their time for performance equivalent to the length of delay. party will be entitled to compensation from the other for force majeure events.

29. **Special Terms and Conditions.** [RESERVED]

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

CITY OF ST. HELENA, a California municipal corporation

By *Paul Jamison Dohring*
PAUL JAMISON DOHRING, Mayor of the City of St. Helena
"CITY"

APPROVED AS TO FORM:

Ethan Walsh
Ethan Walsh, City Attorney

ATTEST:

Cindy Tzafopoulos
Cindy Tzafopoulos, Clerk for the City of St. Helena

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, 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>July 10, 2024</u></p> <p>PL Doc No: 116780</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 "A"

ST. HELENA CITY FIRE AND NAPA COUNTY FIRE CONTRACT ZONES

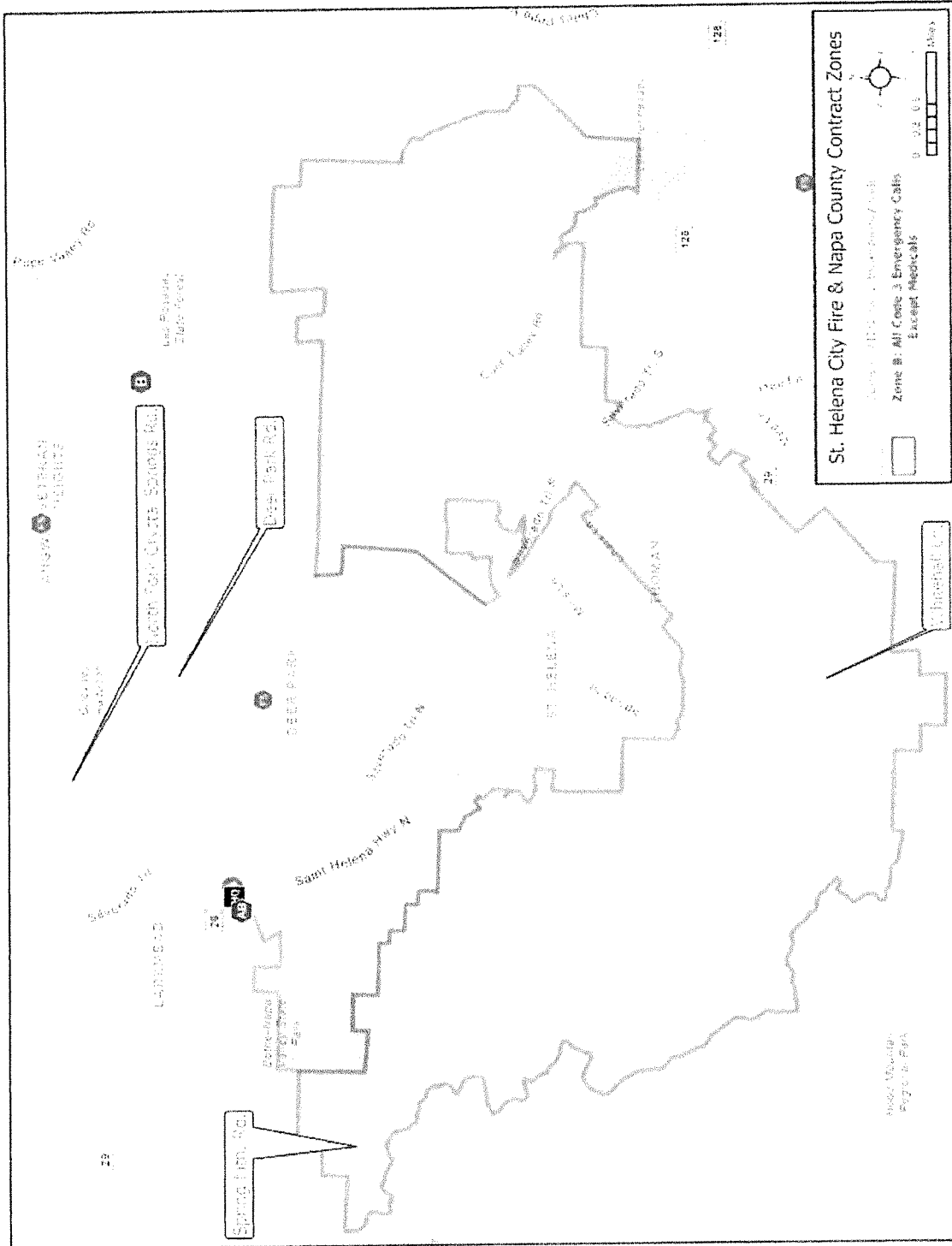


EXHIBIT "B"

SCOPE OF WORK

I. DESCRIPTION OF SERVICES

A. SERVICES TO BE PROVIDED BY CITY:

1. **Staffing:** CITY shall respond with minimum staffing of two persons on one fire apparatus to calls set forth in the ZONES indicated in EXHIBIT "A." Any additional staffing and/or response shall not be part of this Agreement.
2. **Response:** CITY shall provide one fire apparatus vehicle as appropriate for Code 3 call type, to calls within the defined response ZONES as set forth in Exhibit "A". The CITY shall respond to emergency call types as indicated in Exhibit "A," Zone A. In Zone B of Exhibit "A," the CITY shall respond to all Code 3 emergency call types with the exception of medical aids, unless otherwise requested and dispatched by the COUNTY. The CITY shall handle the COUNTY call in its entirety if only one fire apparatus is needed to mitigate the emergency. There will be no "AUTOMATIC AID" response from the CITY for either residential or commercial fire alarms and non-Code 3 call types. In the event of a conflict between the need for emergency medical service, rescue, or fire protection service within the CITY and within the ZONES identified in EXHIBIT "A," the needs within the CITY shall be given first priority.
3. **Mutual Aid:** This Agreement shall not limit either agency from requesting mutual aid from the other agency, as defined in the State of California Master Mutual Aid Agreement.
4. **Jurisdiction:** CITY shall retain legal jurisdiction for all incidents that occur within the city limits of St. Helena.

B. SERVICES TO BE PROVIDED BY THE COUNTY:

1. **Staffing:** COUNTY shall respond with minimum staffing of two persons on one fire apparatus to automatic aid calls within the CITY. Any additional staffing and/or response shall not be part of the Agreement.
2. **Response:** COUNTY shall provide "AUTOMATIC AID" to the CITY as per the following guidelines: One engine shall respond to all residential structure fires; one engine and one aerial ladder truck shall respond to all commercial structure fires. Either of these responses may be modified upon request and dispatched by the COUNTY. There will be no "AUTOMATIC AID" response from the COUNTY for either residential or commercial fire alarms.
3. **Fire Investigations:** The COUNTY may assist with fire investigations when requested by the CITY. The CITY shall provide the lead fire investigator who is ultimately responsible for all written reports and documentation associated with the fire investigation.

C. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CITY for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "C"

COMPENSATION AND EXPENSE REIMBURSEMENT

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

COUNTY:

1. The COUNTY will compensate the CITY at a rate of \$436.28 per call per the table below. These figures are based on current agreement with Cal OES for emergency assignments across the State as identified in EXHIBIT "D."
2. The compensation rates per call will be adjusted annually or at such time the 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 reimbursement rates, and the updated rate sheet will be added to this agreement as EXHIBIT "D."
3. The base contract shall compensate the CITY for responding to 125 calls per year in the contract area for a total of \$54,535.00 per year for the contract, based on one hour per call. If the response into the contract area exceeds 125 calls annually, the COUNTY shall compensate the CITY at a rate of \$436.28 per call for each response.

OES Contract Year	Apparatus	Fire Chief	Captain	Engineer	Firefighter	TOTAL
2024	\$173.47	\$121.95	\$50.69	\$47.02	\$43.15	\$436.28

EXHIBIT "D"

CURRENT RATE SHEET AGREEMENT BETWEEN CITY AND CAL OES

SALARY SURVEY

for

AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO

THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES

(California Fire Assistance Agreement)

Start Date:06/26/2024

End Date:

Status: Reviewed

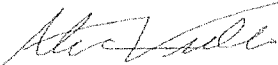
Agency 3-Letter MACS I.D.:	Agency / Department Name:
STH	Saint Helena Fire Department

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement. The chart below reflects the hourly Salary Rate, or Base Rate submitted for each classification used by your agency.

Classification Title	Base Rates	Are you Utilizing the Base Rate?	Are you adding WC/UI?	Salary Rate (ST)
Chief	\$34.59	No	No	\$121.95
Deputy Chief	\$34.59	Yes	No	\$34.59
Division Chief	\$34.59	Yes	No	\$34.59
Assistant Chief	\$34.59	Yes	No	\$34.59
Battalion Chief	\$34.59	Yes	No	\$34.59
Co. Officer/Capt./Lt.	\$27.77	No	No	\$50.69
App. Officer/Eng	\$27.77	No	No	\$47.02
Firefighter/FF-PMedic	\$27.77	No	No	\$43.15

NOTE: These rates are not effective until the date they are received by Cal OES. What is reported on this form constitutes direct salary costs for employees.

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief, and under penalty of perjury that this information is correct. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA. I also agree to comply with all cooperator agency internal accounting and expense reimbursement standards.

Name	Authorized Representative	Date
Alec Vidler		06/26/2024

MARCH 1, 2024

TO: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES

SUBJECT: **Updated 2024 Rate Letter effective March 1, 2024, for any and all California Fire Assistance Agreement (CFAA) orders and requests.**

Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the CFAA for the period beginning March 1, 2024.

Personnel Base Rates: These rates ONLY apply if your agency does NOT have rates on file.

- Overhead at or above Strike Team/Task Force Leader: \$34.59 (ST) \$51.89 (OT) per hour
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): \$27.77 (ST) \$41.66 (OT) per hour

NOTE: Base Rates are required to be shown at straight time (ST) on the annual salary survey; however, agencies will be reimbursed at an overtime rate (OT) of time and one half at invoicing for base rates. Both straight and overtime rates are reflected above.

The following apparatus rates will apply to responses effective at the time of initial dispatch:

There is a 16-hour maximum allowable charge per 24-hour period from the time of initial dispatch:

Emergency Apparatus Rates	
Typing	Hourly
Type I	\$173.47
Type II	\$163.55
Type III	\$156.74
Type IV – VII	\$150.47
Water Tender Tactical I	\$148.07
Water Tender Tactical II	\$127.21

Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment:

Support Equipment Rates	
Government Owned Vehicles	Daily
Sedan	\$226.00
Pickup	\$166.00
Van	\$309.00
SUV	\$279.00
Other (3/4 ton & above)	\$265.00

Privately Owned Vehicle rate will be reimbursed on a per mile basis:

Privately Owned Vehicle Rate
\$0.655

Rental Vehicle rates will be reimbursed using the state rates below based on incident position. Class types in the Rent-A-Truck Rates section will be charged an additional \$.20 per mile for all miles travelled*:

Rent-A-Car Rates		
Class Type	Daily	Weekly
Compact Sedan	\$40.54	\$170.28
Mid-Size/Intermediate	\$40.54	\$170.28
Standard Sedan	\$41.89	\$175.92
Full Size Sedan	\$41.89	\$175.92
Hybrid Electric Vehicle	\$50.48	\$252.39
Plug-In Hybrid/Zero Emission	\$58.00	\$289.98
Compact SUV	\$59.07	\$295.35
Medium SUV	\$80.55	\$402.75
Compact Pickup Truck / 1/2-ton Pickup Truck	\$69.81	\$322.20
Rent-A-Truck Rates*		
¾ Ton Pickup Truck w/Tow	\$91.29	\$547.74
1-Ton Truck	\$107.41	\$644.40
Mini Van	\$59.07	\$295.35
Large Van	\$134.25	\$671.25
Mini-Cargo Van	\$77.46	\$387.28
15' Cutaway Box Van w/Ramp	\$82.15	\$410.76
16' Box Truck	\$99.75	\$498.77
24' Box Truck	\$117.36	\$586.79
26' Box Truck	\$117.36	\$586.79
14' – 16' Stake Bed	\$99.75	\$498.77
20' – 24' Stake Bed	\$117.36	\$586.78

Lodging, Meals, and Incidentals will be reimbursed at the rates below:

Lodging Rate
\$184.00
*Reimbursed up to a ceiling of 150%

Meal and Incidental Rates	
Breakfast	\$17.00
Lunch	\$18.00
Dinner	\$34.00
Incidentals	\$5.00

The de minimis administrative rate will be added to the total of approved reimbursements unless an agency specific rate is submitted:

De minimis Administrative Rate
10.00%

REQUIRED SIGNATURE:

Fire agency's authorized representative **MUST** sign all required rates and forms in MARS, to the best of their knowledge and belief, and **UNDER PENALTY OF PERJURY**, the annual salary survey agreeing to comply with the terms and conditions of the Agreement, as well as the cooperator agency's internal accounting and expense reimbursement standards. Fire agencies will be required to accept either the base rate(s), and/or the fire agency's salary rates through the required signature process.

The CFAA requires each local fire agency to provide a yearly salary survey. If the California Governor's Office of Emergency Services (Cal OES) does not receive a signed 2024 Salary Survey from your agency's authorized representative indicating your agency's rates, Cal OES will have no basis to process an invoice back to your agency for payment for any responses ordered and requested through the CFAA.

REVIEW:

Fire agencies will be required upon request to provide Cal OES supporting documentation used to establish rates and method of pay. Cal OES will request yearly samples from selected agencies for review by Cal OES and the Committee. Upon request, the fire agency will have thirty (30) calendar days to provide Cal OES with required information. The process does not supersede the Examination and Audit process as outlined in this Agreement.

For any questions regarding the updated March 1, 2024 annual Rate Letter or the Instructions for Completing the Cal OES Salary Survey in MARS, please contact the Fire and Rescue Division support staff at (916) 845-8711 or by email at cfaareimbursement@caloes.ca.gov or MARShelpdesk@caloes.ca.gov. If you have questions regarding the management and oversight of the CFAA, please contact Deputy Chief Lori Lopez at lori.lopez@caloes.ca.gov.

Sincerely,



Lori Lopez
Deputy Chief of Administration
California Governor's Office of Emergency Services
Fire and Rescue Division