

FIRE AND EMERGENCY RESPONSE SERVICES

1. INTRODUCTION / SERVICES

- A. Contractor shall provide fire and emergency response services to the California Department of Veterans Affairs (CalVet) at the Veterans Home of California, Yountville (Home) located at 100 California Drive, Yountville, California 94599, through Contractor Napa County's own contract with the California Department of Forestry and Fire Protection (CalFire). Contractor shall provide all labor, materials, staff, transportation, license, permits, and every other item of expense necessary, unless otherwise stated, to provide fire and emergency response services. Services shall be provided at the Home and in compliance with the terms of this Agreement.
- B. All work shall be coordinated and approved by the CalVet Contract Manager or designated representative. Any and all services performed outside the scope of this Agreement or not approved by the Contract Manager or designee, will be at the sole risk and expense of the Contractor.
- C. Contractor shall provide services in accordance with federal and state laws and regulations and CalVet policies.

2. CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall provide the following services:
 - 1. Hazardous Materials Response Team with equipment (Level A), which shall respond to spills and other hazardous incidents.
 - 2. Fire protection/suppression.
 - 3. Emergency medical services.
 - 4. Technical Rescue Team with required specialized equipment and training for response to such rescues as high and low angle rescues, confined space rescues, swift water rescues, and trench rescues.
 - 5. Emergency dispatch services provided by the county emergency dispatch center.
 - 6. Fire Department administration services, including, but not limited to, equipment and personnel support services, budget management, bill payments, supply purchasing, and Chief Officer Coverage by the County Fire Chief, Deputy Fire Chief, Assistant Fire Chiefs, and/or Battalion Chiefs.
 - 7. Provide the Chief Safety Officer with a quarterly Yountville Fire Station report, prepared for the Home, which includes, among other things, a statistical analysis of all calls responded to by the Yountville Fire Station, and a description of major events, special events, and training occurring at the Home, including the Fire Training Facility located at 7294 Silverado Trail in Napa, California.
 - 8. Work jointly with the Home's Office of Public Safety Officers (e.g. Firefighter/Security Officers) and the California Highway Patrol in an effort to mitigate incidents at the Home.
- B. Contractor shall provide a four (4) person team level, seven (7) days a week, twenty-four (24) hours per day. The staffing to assure the team level and time parameters set forth will be at the discretion of the Contractor.
- C. The Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed. CalVet, through the Home Contract Manager, will monitor the work performed by the Contractor. Any modification of this Agreement shall be void unless such modification is in writing and signed by both parties to the Agreement.
- D. CalVet and the Contractor mutually acknowledge that the level of service to be provided by the Contractor as set forth above is dependent upon the continued participation by both CalVet and the Town of Yountville

in the funding of the operations and maintenance costs of the Yountville Fire Station on the premises of the Home. Upon any reduction in CalVet's and/or the Town of Yountville's contribution, this Agreement shall be renegotiated and amended as to scope of work and compensation.

- E. Contractor shall provide fire protection services as set forth above in this Exhibit A. Because the fire protection services to be performed by the Contractor are of a special, unique, unusual, extraordinary, and time-sensitive nature, involving personnel with special training which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in action of law, CalVet, in addition to any other rights or remedies it may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by the Contractor.
- F. 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 shall be addressed to the other party at the addresses set forth above. 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 (5) days following the date of deposit, whichever is earlier.

3. CONTACT INFORMATION

A. The Contract Managers during the term of this Agreement will be:

1. **CalVet Representative/Contract Manager:**

Veterans Home of California - Yountville
Bernard Sick, Chief Safety Officer
100 California Drive
Yountville, CA 94599
Phone: (707) 944-4770
Bernard.Sick@calvet.ca.gov

2. **Contractor Representative:**

Napa County Fire Department
Becky Craig, Assistant County Executive Officer
1195 Third Street Suite 310
Napa, CA 94559
Phone: (707) 253-4421
becky.craig@countyofnapa.org

B. Contract Representatives, addresses, and phone/fax numbers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Representative including, name, title, mailing address, phone/fax numbers, and email address. All other changes require a formal written amendment to this Agreement.