

NAPA COUNTY AGREEMENT NO. 270027B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and TOWN OF YOUNTVILLE, a municipal cooperation, hereinafter referred to as “Town.” Collectively, County and Town may be referred to as “Parties” and individually, as “Party.”

RECITALS

- A. County has equipment and personnel and is willing to provide fire protection services within the jurisdictional boundaries of Town; and
- B. Town has need of such services and desires to contract with the County for provision of such fire protection services under the terms and conditions set forth herein, as authorized by Government Code section 55632.

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. County shall provide professional services to Town as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits.

1.2 Schedule. County shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A.

1.3 Standard of Care. County represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California.

1.4 Government Code Section 7550. Every document or report prepared by County for or under the direction of Town pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by non-employees of Town exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2028, unless terminated earlier in accordance with this Article.

2.2 Termination for Cause. A Party may terminate this Agreement for default if the other Party fails to satisfactorily perform any material obligation required by this Agreement. Default includes a Party's failure to timely provide services in accordance with the schedule. If the defaulting Party fails to satisfactorily cure a default within 10 days of receiving written notice from the other Party specifying the nature of the default, the noticing Party may immediately terminate this Agreement, and terminate each and every right of defaulting Party, and any person claiming any rights by or through defaulting Party under this Agreement. The rights and remedies of each Party's enumerated in this paragraph are in addition to and independent of each Party's rights under any other provision of this Agreement and any right or remedy available to each Party at law or in equity.

2.3 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. Town shall pay County for operations, maintenance, and equipment replacement costs incurred by County when providing the services described in Exhibit A in the amounts set forth in Exhibit B, attached hereto and incorporated by reference herein.

3.1.1 Maximum Amount. The maximum payments under this Agreement shall not exceed a total of FOUR MILLION TWO HUNDRED ELEVEN THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS (\$4,211,454); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. County may submit an invoice biannually in arrears for services provided.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, County 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 insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. County shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, County and Town shall each defend at its own expense, indemnify, and hold harmless each other and its officers, agents, employees, volunteers, and 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 from all acts or omissions of that Party or its officers, agents, employees, volunteers, contractors, and subcontractors in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of that Party. 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.

5.2 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Each Party shall reimburse any and all costs the other Party incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.4 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. County shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. County shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. County shall comply immediately with all directives issued by Town or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. County acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. County hereby covenants that it presently has no interest not disclosed to Town and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. County further warrants that it is unaware of any financial or economic interest of any public officer or employee of Town relating to this Agreement. Violation of this paragraph by County is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. County shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. County shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. County shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if County fails to pay or withhold, when due, all such taxes and obligations. If Town is audited for compliance regarding any withholding or other applicable taxes or amounts, County shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Town.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the Parties. To initiate mediation, the initiating Party shall send

written notice of its request for mediation to the opposing Party. Mediation is mandatory before either Party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The Parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by County and Town. If the Parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The Parties may agree to exchange any information they deem necessary. Both Parties shall have a representative attend the mediation who is authorized to settle the dispute, though Town's recommendation of settlement may be subject to the approval of the Town Council. Either Party may have attorney(s), witnesses, or expert(s) present. Either Party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both Parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. County shall provide Town with access to County's records which are reasonably necessary for Town to review or audit County's compliance with the provisions of this Agreement. County shall provide such access within 10 business days after written request by Town, either by providing copies of the requested records to Town or allowing Town to inspect and photocopy the records at County's place of business where the records are kept. County shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 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
Chief Executive Officer
County of Napa
1195 3rd Street – Ste. 310
Napa, CA 94559

TOWN
Town Manager
Town of Yountville
6550 Yount Street
Yountville, CA 94599

9.3 Independent Contractors. County and its subcontractors, if any, are independent contractors and not agents of Town. Any provisions of this Agreement that may appear to give Town any right to direct County concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that County shall follow the direction of Town concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by Town.
- 9.4.4 County’s proposal or statement of qualifications.

9.5 Drafting Ambiguities. The Parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than Town and County shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either Party's performance is delayed due to causes which are outside the control of both Parties and their subcontractors, 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. Neither Party will be entitled to compensation from the other for force majeure events. The Party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other Party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by County and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by County, are for the sole use of Town. Neither the documents nor their contents shall be released by County or any subcontractors to any third party without the prior written consent of Town. County shall not disclose records or other information provided by Town under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to County, at the time it was disclosed to County by Town; (2) subsequently become publicly known through no act or omission of County; or (3) otherwise become known to County other than through disclosure by Town.

9.9 Insolvency. Each Party shall notify the other Party if it enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of the Parties' contract numbers and contracting offices for all Party contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If 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. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. 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. 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 shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both Parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both Parties. Failure of each Party to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either Party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. 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.

9.18 No Assignments. County may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without Town's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at Town's sole discretion. In no event shall any putative assignment create a contractual relationship between Town and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

9.20 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.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Town through its duly authorized officer.

TOWN OF YOUNTVILLE

By Ken MacNab 6/3/2026 | 12:08 PM PDT
KEN MACNAB, Interim Town Manager

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>May 27, 2026</u></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 SCOPE OF SERVICES

A.1 Fire Protection Services

- A.** County shall provide fire protection services to Town and keep the Yountville Fire Station open and operational. "Fire protection services" shall include fire suppression, fire prevention, rescue, emergency medical service, and all life safety hazards.
- B.** Staffing will be assigned at the discretion of County's Fire Chief, so as to ensure a seven-person response, seven days a week, 24 hours a day.
- C.** County shall provide "move up and cover" with County resources if regularly assigned resources are unavailable or committed to another incident for an extended duration.
- D.** County's annual Cooperative Fire Services Agreement with the California Department of Forestry and Fire Protection, including but not limited to, the provisions relating to identification of Yountville Station staffing and the costs related thereto, is hereby incorporated by reference herein.

A.2 Additional Services. County shall provide the following additional services, at no additional cost, to Town, as needed:

- Hazardous Materials Response Team with equipment (Level A) ·
- Technical Rescue Team
- Emergency Dispatch Service

A.3 Fire Prevention Services

Public Education Programs: County shall assist Town in providing public education programs and materials for fire prevention education and other public safety awareness programs.

Fire Marshal Services: County shall provide plan review and inspection services to Town. All fees for plan review and inspection services shall be paid to County Fire by the project applicant or the property owner at the rate set in the County's Fee Policy. State-mandated business inspections shall be completed annually by the County. All fees for inspections services shall be paid by the business or property owner at the rate set in the County's Fee Policy.

County shall assist the Town by providing recommendations for the triennial adoption of the model building and fire codes.

At the request of Town, additional Fire Marshal services can be provided at the hourly rate set annually by County.

IV. Adjustments in the Level of Service. Town and County acknowledge that the level of service to be provided by County, as outlined above, is dependent upon the continued participation by both Town and the Veterans Home of the State of California in the funding of the Operations and Maintenance costs of the Yountville Fire Station. Upon any reduction in

Town and/or the Veterans Home's contribution, this Agreement shall be subject to renegotiation as to scope of services or compensation or both.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

B.1 Compensation for Operation and Maintenance

Town shall pay County the following annual fees to cover the cost to County of operations and maintenance required to provide the services required of County under this Agreement:

FISCAL YEAR	OPERATIONS AND MAINTENANCE
FY 2026/2027	\$2,058,005
FY 2027/2028	\$2,153,449

For FY 2026/2027, the payment for services will be TWO MILLION FIFTY-EIGHT THOUSAND FIVE DOLLARS (\$2,058,005).

For FY 2027/2028, the payment for services will be TWO MILLION ONE HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED FOURTY-NINE DOLLARS (\$2,153,449).

B.2 Payments and Credits

Town shall pay the annual fees on a semi-annual basis, in arrears, upon presentation of invoices to Town by County. In preparing the invoice for the second semi-annual payment each fiscal year, County shall credit against the sum due the amount of structural fire tax collected or to be collected by County from within the Town limits during the then-current fiscal year, as determined by the Napa County Auditor-Controller and Napa County Treasurer-Tax Collector.

EXHIBIT B-1 ANNUAL BUDGET SHEET

YOUNTVILLE STATION FISCAL YEAR 2026-2027 & 2027-2028

PERSONNEL SALARIES

NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	BENEFITS 93.92%	SUB TOTAL
1	BC	7/1-6/30	12	8,930	107,160.00	100,644.67	207,804.67
6	FC	7/1-6/30	72	7,694	553,968.00	520,286.75	1,074,254.75
12	FAE	7/1-6/30	144	6,856	987,264.00	927,238.35	1,914,502.35

SAFETY SALARIES 3,196,561.77

PLANNED OVERTIME (edwc)

NO	CLASS	PERIOD	MON	RATE	TOTAL POT	RETIRE 57.67%	SUB TOTAL
1	BC	7/1-6/30	12	3,639	43,668.00	25,139.67	68,807.67
6	FC	7/1-6/30	72	3,143	226,296.00	130,278.61	356,574.61
12	FAE	7/1-6/30	144	2,807	404,208.00	232,702.55	636,910.55

PLANNED OT 1,062,292.82

UNPLANNED OVERTIME

NO	CLASS	PERIOD	MON	RATE	TOTAL POT	RETIRE 57.67%	SUB TOTAL
					420,000.00	6,090.00	426,090.00

UNPLANNED OVERTIME 426,090.00

EDUCATIONAL BENEFIT

NO	CLASS	PERIOD	MON	RATE	TOTAL ED BENF	BENEFITS 93.92%	SUB TOTAL
1	BC	7/1-6/30	12	150	1,800.00	1,690.56	3,490.56
6	FC	7/1-6/30	72	150	10,800.00	10,143.36	20,943.36
12	FAE	7/1-6/30	144	150	21,600.00	20,286.72	41,886.72

EDUCATIONAL BENEFIT 66,320.64

LONGEVITY PAY

NO	CLASS	PERIOD	MON	RATE	TOTAL SALARY	DIFFERENTIAL 3%	BENEFITS 93.92%	SUB TOTAL
1	BC	7/1-6/30	12	107,160	9,644.40	9,058.02	18,702.42	
6	FC	7/1-6/30	72	553,968	49,857.12	46,825.81	96,682.93	
12	FAE	7/1-6/30	144	987,264	29,617.92	27,817.15	57,435.07	

LONGEVITY PAY 172,820.42

HAZMAT DIFFERENTIAL

NO	CLASS	PERIOD	MON	RATE	TOTAL HAZM BENS	BENEFITS 93.92%	SUB TOTAL
6	FC	7/1-6/30	72	150	10,800.00	10,143.36	20,943.36
12	FAE	7/1-6/30	144	150	21,600.00	20,286.72	41,886.72

HAZMAT BENEFIT 62,830.08

SUBTOTAL 4,986,915.72

CALFIRE CONTRACT FEE 537,090.82

	FY 26/27	FY 27/28
TOTAL PERSONNEL SERVICES	5,800,206.88	6,090,217.22

5% increase annual over 25/26 #s

OPERATING EXPENSE

MISCELLANEOUS STATION EXPENSE

	MONTHS	RATE	AMOUNT
Station Maintenance			24,026.00
Insurance			67,508.00
Station Fire Suppression Sys			1,500.00
Office Supplies			1,000.00
Photocopier			750.00
Household			1,750.00
Janitorial			1,750.00
Landscape/Ag			2,000.00
Equipment Maintenance			5,000.00
Data Processing			1,083.00
Target Solutions Training Software			1,425.00
Capital Improvement/Repairs			Billed Actuals

STATION EXPENSE 107,792.00

UTILITIES

TYPE	MONTHS	RATE	AMOUNT
Gas & Electricity	12	2,900.00	34,800.00
Water & Sewer	12	1,700.00	20,400.00
Garbage	12	590.00	7,080.00
Phone/Internet	12	775.00	9,300.00

UTILITIES 71,580.00

SAFETY CLOTHING

NO	TYPE	RATE	AMOUNT	FY SCHEDULE
19	Employees	9,500.00	180,500.00	18,050.00

SAFETY GEAR 18,050.00

UNIFORMS

NO	TYPE	MONTHS	RATE	AMOUNT	REQUIREMENT
19	Permanent Safety	228	178.00	40,584.00	588.47

UNIFORMS 41,172.47

TRAVEL AND TRAINING

County Business 100,300.00

TRAVEL AND TRAINING 100,300.00

VEHICLES

NO	OWNER	TYPE	AMOUNT
1	County	Engine	264,907.00
		Truck	\$243,314.09

VEHICLES 508,221.09

CALFIRE O&E CONTRACT FEE 13,286.00

	FY 26/27	FY 27/28
TOTAL OPERATING EXPENSES	903,421.64	948,592.72

5% increase annual over 25/26 #s

COUNTY OF NAPA ADMINISTRATIVE CHARGE

FY 26/27 FY 27/28

	FY 26/27	FY 27/28
ADMIN CHARGE	783,654.17	822,836.88

	FY 26/27	FY 27/28
GRAND TOTAL	7,487,282.68	7,861,646.82

Three Equal Shares 2,495,760.89 2,620,548.94

	Prev Fiscal Yr	5%	Apparatus	Total	Savings
Town Proposal - 26/27	\$ 1,817,975	\$ 90,899	\$ 149,131	\$ 2,058,005	\$ 437,756
Town Proposal - 27/28	\$ 1,908,874	\$ 95,444	\$ 149,131	\$ 2,153,449	\$ 467,100

Note: Billed on actuals

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, County shall provide workers compensation insurance for the performance of any of County's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. County shall provide Town with certification of all such coverages upon request by Town's Risk Manager.

C.2 Liability Insurance. County shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based 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:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims 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 County or any officer, agent, or employee of County under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. RESERVED.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with County's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If County owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If County or County's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, County shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of Town's Risk Manager, demonstrated by other evidence of coverage acceptable to Town's Risk Manager, which shall be filed by County with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its Town number or title and department; shall be kept current during the term of this Agreement; shall provide that Town 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.

C.3.2 Multiple Insureds. The certificate(s) 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.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, County shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa Town, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, County shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of County not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Town shall pertain only to liability for activities of County under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by Town. 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.

C.4 Copies of Policies. Upon request by Town's Risk Manager, County 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.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by Town's Risk Manager, which approval shall not be denied unless the Town's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of County by this Agreement. At the option of and upon request by Town's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects Town, its officers, employees, agents, and volunteers or

County shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.