

NAPA COUNTY AGREEMENT NO. A-8687

**MEMORANDUM OF AGREEMENT BETWEEN NAPA COUNTY
AND THE NAPA VALLEY TRANSPORTATION AUTHORITY
FOR MUTUAL AID**

This Memorandum of Understanding (“MOU”) for mutual aid is entered into by and between NAPA COUNTY, a political subdivision of the State of California, by and through its Executive Officer/Director of Emergency Services, hereinafter referred to as “COUNTY,” and the NAPA VALLEY TRANSPORTATION AUTHORITY (“NVTA”) or individually a “Party,” or together, the “Parties.” This MOU shall set forth the types and terms of collaborative services between COUNTY and NVTA.

RECITALS

WHEREAS, Napa County is susceptible to serious local and major regional emergencies, including earthquakes, fires, and floods that could interrupt normal public transit services; and

WHEREAS, COUNTY, through the Napa County Office of Emergency Services, is responsible for the mitigation, recovery, and response to all natural and man-made disasters; and

WHEREAS, it is desirable that the parties hereto should voluntarily aid and assist each other in the event that a disaster or emergency should occur, by the interchange of services and facilities, including, but not limited to transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, pursuant to the local, state, and federal Emergency Services Codes and Acts, COUNTY, through the Napa County Executive Officer and the Sheriff/Director of Emergency Services as designee will enter into an agreement for transportation to be provided during any request for service deemed within the events set forth in Emergency Operations Plans; and

WHEREAS, COUNTY through the County of Napa Office of Emergency Services maintains the County’s Emergency Operations Plan which identifies the transportation during mass evacuations as the Napa Valley Transportation Authority; and

WHEREAS, Napa County Office of Emergency Services and the Director of Emergency Services have the authority to activate the Emergency Operations Center; and

WHEREAS, the Emergency Management Mutual Aid Plan delineates the current state policy concerning Emergency Management Mutual Aid; and

WHEREAS, the Emergency Management Mutual Aid Plan describes the standard procedures used to acquire emergency management mutual aid resources and the method to ensure coordination of emergency management mutual aid planning and readiness; and

WHEREAS, the Napa County Office of Emergency Services is the Operational Area Emergency Management Mutual Aid Coordinator; and

WHEREAS, in the case of an emergency and when requested by the Napa County Director of Emergency Services, the Board of Directors of NVTA and COUNTY desire to work together as appropriate to provide emergency assistance in the situations mentioned above.

TERMS

NOW, THEREFORE, COUNTY AND NVTA hereby agree to the following MOU:

- 1) **PURPOSE.** This Memorandum of Understanding (“MOU”) is intended to memorialize the intention of the parties to work together, on a continuing and lasting basis, toward maximum cooperation and mutual assistance in the areas of transportation emergency management. To the maximum extent possible, as outlined below, the parties will develop joint programs for coordination, communication, planning, training, conducting exercises, and responding to disasters impacting the parties to this MOU. It is hereby understood that this MOU shall not supplant pre-existing mutual aid agreements nor deny the right of any agency hereto to negotiate other mutual aid agreements. This MOU is for the benefit of the signatory agencies only and no other person or entity shall have any rights whatsoever under this MOU as a third party beneficiary.
- 2) **DEFINITION.**
Emergency. For purposes of this MOU, "Emergency" means a condition of disaster, calamity, or catastrophe (both natural and man-made) arising in a portion or entire area of operations of one or more of the Parties to this MOU which is, or is likely, to be beyond the control and response capabilities of the services, personnel, equipment, and facilities of the affected Parties. Examples include but are not limited to floods, urban and wild fires, earthquakes, and acts of terrorism.
- 3) **TERM.** The MOU is effective as of July 23, 2024, and shall remain in effect until modified or terminated by any one of the Parties.
- 4) **SERVICES BY NVTA.** During an Emergency, NVTA, to the extent NVTA resources and equipment are available and not otherwise committed or obligated, agrees to provide services, and equipment, including but not limited to VINE transit services at the request of the Director of Emergency Services. Such includes services provided by NVTA’s contractor Transdev, which operates the VINE transit services on behalf of NVTA.
- 5) **ASSIGNMENTS.** All work assignments due to an Emergency will be given to NVTA, or Contractor, by COUNTY’s Director of Emergency Services or designee.

- 6) **AMENDMENTS.** Any provision of this Agreement may only be modified, altered or rescinded only by written amendment to this Agreement executed by all of the Parties; however, the Agreement as a whole may only be rescinded in compliance with Section 8, Termination, below.
- 7) **NOTICES:** All notices, claims, correspondence, reports, and/or statements authorized or required by this MOU shall be addressed as follows:

COUNTY County of Napa-Office of Emergency Services
 1535 Airport Blvd
 Napa, CA 94558
 Email:
 emergencieservices@count
 yofnapa.org
 Phone: (707) 299-1592

NVTA Kate Miller
 Executive Director
 625 Burnell Street,
 Napa, CA 94559
 Email: kmiller@nvta.ca.gov
 Phone: 707-259-8634

- 8) **TERMINATION:** This MOU 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 thirty (30) 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 MOU on behalf of COUNTY for the convenience of COUNTY.
- 9) **LIABILITY AND HOLD HARMLESS.** Pursuant to Government Code section 895.4 and federal and state requirements, whenever mutual aid assistance is provided – except for liabilities arising from gross negligence or intentional conduct on the part of mutual aid partners, the Borrowing Organization shall assume the defense of, fully indemnify and hold harmless the Lending Organization, including its directors, supervisors, officers, and employees from all claims, losses, damages, injuries, and liabilities of every kind, nature and description directly or indirectly arising from the negligent or wrongful acts of the Borrowing Organization in connection with work rendered hereunder, including but not limited to negligent or wrongful use of Loaned Items, or faulty workmanship or other negligent acts, errors or omissions by the Borrowing Organization, or by loaned personnel.

Each Party to this MOU shall give to the others prompt and timely written notice of any claim made, or any suit instituted, coming to its knowledge which in any way, directly, or indirectly, contingently or otherwise, affects or might affect one or more of the other Parties. Each Party shall have the right to participate in the defense of the same to the extent of its own interest.

NVTA, its officers and employees, and Contractor, and its officers and employees, rendering aid due to the Emergency shall be considered as acting on behalf of the County for the purpose of those immunities set forth in Government Code sections 8655 et. seq.

10) **INDEPENDENT CONTRACTOR:** NVTA is an independent contractor, with its employees working under their own supervision and direction, and they are not representatives or employees of COUNTY. NVTA agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this MOU.

11) **INSURANCE:** Each party shall be responsible for its own actions or omissions and those of its employees. Each party shall be individually responsible for providing insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in safe and operational condition.

12) **SPECIAL TERMS:**

- a) NVTA shall comply with those requirements set forth in the FEMA Contract Provisions (https://www.fema.gov/sites/default/files/documents/fema_contract-provisions-guide_6-14-2021.pdf) or other applicable requirements, should the Federal Provisions apply, and any other applicable federal, state, or local requirements subsequently deemed applicable to the work completed in connection with this MOU.
- b) In the case of deployment due to an Emergency, NVTA shall document all work done in connection with this MOU and utilize FEMA project identification codes as directed by the Napa County Auditor and/or the Director of Public Works.
- c) COUNTY shall reimburse all reasonable costs associated with the NVTA for mutual aid assistance during a declared Emergency.
- d) COUNTY will not reimburse any costs if NVTA self-deploys without receiving prior authorization to activate by the Director of Emergency Services.
- e) This MOU in no way restricts either Party from participating in any activity with other public or private agencies during an Emergency.
- f) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

“COUNTY”

NAPA VALLEY TRANSPORTATION
AUTHORITY

By  _____
Mark Joseph (Sep 24, 2024 15:04 PDT)
MARK JOSEPH, Chair of the Board of Directors

“NVTA”

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Date: <u>June 11, 2024</u> PL Doc No: 111872.5	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------







NVTA MOU111872_5 AATF

Final Audit Report

2024-09-24

Created:	2024-09-24
By:	Laura Sanderlin (lsanderlin@nvta.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqsR4MvpQA2zxUljRdOVXwVtTWAyvcmDG

"NVTA MOU111872_5 AATF" History

-  Document created by Laura Sanderlin (lsanderlin@nvta.ca.gov)
2024-09-24 - 8:50:34 PM GMT
-  Document emailed to mjoseph@americancanyon.gov for signature
2024-09-24 - 8:50:53 PM GMT
-  Email viewed by mjoseph@americancanyon.gov
2024-09-24 - 9:01:58 PM GMT
-  Signer mjoseph@americancanyon.gov entered name at signing as Mark Joseph
2024-09-24 - 10:04:26 PM GMT
-  Document e-signed by Mark Joseph (mjoseph@americancanyon.gov)
Signature Date: 2024-09-24 - 10:04:28 PM GMT - Time Source: server
-  Agreement completed.
2024-09-24 - 10:04:28 PM GMT