

## **NAPA COUNTY AGREEMENT NO. 260109B**

**THIS AGREEMENT** is made and entered into as of this 11th day of August, 2025, by and between the NAPA COUNTY OFFICE OF EDUCATION, a public educational agency, whose business address is 2121 Imola Avenue, Napa, California 94559, hereinafter referred to as “NCOE”, and NAPA COUNTY, a political subdivision of the State of California, whose business address is 1195 Third Street, Room 310, Napa, California 94559, hereinafter referred to as “COUNTY”;

### **RECITALS**

**WHEREAS**, This Agreement is entered into by and between the "NCOE" and the COUNTY for the purpose of NCOE providing a Career Technical Education (CTE) teacher at the COUNTY’s Juvenile Hall camp facility, Skyline Academy; and

**WHEREAS**, NCOE is willing to provide services to COUNTY under the terms and conditions set forth herein.

### **TERMS**

**NOW, THEREFORE**, the parties agree as follows:

**1. TERM:**

The term of this Agreement shall commence on the date first above written and shall end on June 30, 2026. The term of this Agreement shall be automatically renewed for an additional year at the end of the fiscal year, under the terms and conditions then in effect, not to exceed one (1) additional year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term.

**2. COUNTY OBLIGATIONS:**

- (a) During the term of this Agreement, COUNTY shall:
  - (1) Provide access to the camp facility for instructional purposes, including a designated classroom space, necessary equipment, and safety protocols.
  - (2) Collaborate with NCOE to support the educational needs and behavior management of youth during instructional time.
  - (3) Pay the agreed-upon share of costs as described below in Section 4.
  - (4) Comply with all applicable federal, state and local laws prohibiting discrimination.

**3. NCOE OBLIGATIONS:**

- (a) During the term of this Agreement, CONTRACTOR shall:
  - (1) Employ a qualified CTE teacher credentialed in the relevant subject area.
  - (2) Provide supervision, professional development, and instructional resources as necessary to ensure quality instruction.
  - (3) Ensure all instructional services comply with state education laws and applicable CTE program standards.
  - (4) Maintain records of services provided and expenses incurred.

- (5) Submit invoices to COUNTY Probation Department for its agreed-upon share of the total cost.
- (6) Comply with all applicable federal, state and local laws prohibiting discrimination.

**4. FISCAL AGREEMENT:**

- (a) During the term of this Agreement the total cost of providing CTE instruction for the Fiscal Year 2025–2026 school year is estimated at \$149,969.82:
  - (1) NCOE shall contribute \$99,969.82 toward the total cost of the CTE teacher.
  - (2) COUNTY shall contribute \$50,000 toward the cost of the CTE teacher.
  - (3) NCOE shall invoice COUNTY Probation Department on a quarterly basis for its share of the costs.
  - (4) COUNTY shall process payments within 30 days of receipt of invoice, unless otherwise agreed upon in writing.
  - (5) Any amendments to this Agreement shall be made in writing and signed by COUNTY and NCOE.

**5. RELATIONSHIP OF THE PARTIES:**

This Agreement shall not constitute, nor shall it be interpreted as constituting, an agreement for hire of the CTE by COUNTY and any CTE providing services under this Agreement is, and shall continue to be, an employee of NCOE under the supervision, management, and control of NCOE.

**6. INDEMNIFICATION; INSURANCE:**

(a) Indemnification. To the full extent permitted by law, COUNTY and NCOE shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for 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 other 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) Insurance.

(1) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, COUNTY and NCOE shall provide workers' compensation and employer's liability and waiver of subrogation for their respective employees.

(2) 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), or equivalent self-insurance or combination thereof, of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, 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 to any

officer, agent, or employee 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. The parties acknowledge that COUNTY is self-insured for general liability and NCOE accepts such self-insurance as complying with this requirement.

(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 Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence.

(c) Certificates of Coverage. When the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this Agreement; shall name the other party, its officers, employees, and agents as additional insureds; shall be kept current during the term of this Agreement; and shall provide that the other party shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

**7. FUTURE RELATIONSHIP:**

Prior to the commencement of COUNTY Fiscal Year 2026-2027, the parties shall meet to discuss the continuance of the services provided under this Agreement.

**8. TERMINATION; NOTICES:**

Either party may terminate this Agreement for any reason by giving the other party no less than 90 working days' advance written notice of the intent to do so. In the event of termination, both COUNTY and NCOE agree to work in good faith to ensure the transition of services with minimal disruption to students.

To COUNTY:

Amanda Gibbs  
Chief Probation Officer  
Napa County Probation Department  
212 Walnut Street  
Napa, California 94559

To NCOE

Joshua Schultz  
Interim Superintendent  
Napa County Office of Education  
2121 Imola Avenue  
Napa, California 94559

**9. 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.

**10. 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.

**11. ENTIRETY OF CONTRACT:**

This Agreement 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.

**12. ELECTRONIC SIGNATURES:**

This Agreement may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of the Agreement and shall have the same force and effect as a manually executed original

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

NAPA COUNTY OFFICE OF EDUCATION

By: \_\_\_\_\_

  
JOSHUA SCHULTZ

County Superintendent of Schools

"NCOE"

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_

JOELLE GALLEGHER, Chair

Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel  By: <u>Douglas Parker (via e-sign)</u>  Deputy Counsel  Date: <u>August 14, 2025</u>	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: _____
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