

NAPA COUNTY AGREEMENT NO. 240322B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of this 1st day of September, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Schell-Vista Fire Protection District, whose business address is 22950 Broadway, Sonoma, CA, 95476, hereinafter referred to as “DISTRICT.” COUNTY and DISTRICT may be referred to hereinafter individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, DISTRICT owns fire suppression equipment, has paid and volunteer personnel for fire suppression, and maintains a fire department for the prevention and suppression of fires within the boundaries of DISTRICT; and

WHEREAS, COUNTY is a general law county with the authority to provide for the prevention and suppression of fires within those areas of the County of Napa not located within the boundaries of municipalities for fire protection districts; and

WHEREAS, in the unincorporated area around the perimeter of DISTRICT (hereafter referred to as “ZONE”) as shown on the map entitled: “Lovall Valley Fire Protection Zone,” attached hereto and made a part hereof, there are a number of residential, industrial, commercial, and other structures for which COUNTY desires to provide additional fire protection; and

WHEREAS, effective on or about July 1, 1986, COUNTY and DISTRICT entered into Napa County Agreement No. 2497 for the provision of such additional fire protection services by DISTRICT, but the latest of the renewals of such agreement expired as of June 30, 2005; and:

WHEREAS, effective on or about July 1, 2005, COUNTY and DISTRICT entered into a renewal Napa County Agreement No. 2497 for the provision of such additional fire protection services by DISTRICT; and

WHEREAS, effective on July 1, 2011, COUNTY and DISTRICT entered into Amendment No. 1 to Napa County Agreement No. 2497 for the extended term of July 1, 2011, through June 30, 2015, with an automatic roll over clause; and

WHEREAS COUNTY and DISTRICT desire to enter into this new agreement to provide for the continued provision of such fire protection services by DISTRICT beginning on September 1, 2023, under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of DISTRICT, and DISTRICT 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, 2024, 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 DISTRICT 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 thirty (30) 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.** DISTRICT shall provide COUNTY those services set forth in Exhibit “A” within the ZONE, as depicted on the Map in Exhibit “B,” attached hereto, incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of DISTRICT's fulfillment of the promised work, COUNTY shall pay DISTRICT at the rate of (\$15,002) developed parcel per fiscal year within the Zone, based on number of parcels in existence on July 1st of each year. For purposes of this subparagraph, “parcel” shall mean a parcel as shown on the Napa County Assessor's maps in effect on such date and “fiscal year” means the period commencing on July 1 and ending on June 30.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of (\$30,000) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(d) Price Adjustments. After the first contract year, COUNTY may increase the unit prices or hourly rates in Exhibit “B” upon COUNTY's approval of DISTRICT's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U

when calculating the unit prices for later years. DISTRICT's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting DISTRICT, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. DISTRICT must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. COUNTY may only approve DISTRICT's request in writing. This paragraph does not apply where compensation is based on fixed prices or lump sums.

4. **Method of Payment.** On or about July 1 of each fiscal year during the term of this Agreement, or any automatic extension thereof, DISTRICT shall calculate, based upon the Napa County Assessor's Maps then in effect, the number of developed parcels within the ZONE and multiply that number by the rate per parcel set forth in Paragraph 3(a) to determine the amount due from COUNTY to DISTRICT for the services to be provided by DISTRICT during that fiscal year. Such invoices shall identify the developed parcels by their Assessor's Parcel Numbers. DISTRICT shall invoice COUNTY for one-half of that amount on or before December 31 and the remaining one-half on or before May 31 of that fiscal year, up to the maximum amount set forth in Paragraph 3(c). Such invoices shall be submitted by DISTRICT to COUNTY's Napa County Fire Department 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 for payment by the Napa County Auditor on the next available claims payment date.

5. **Independent Contractor.** DISTRICT shall perform this Agreement as an independent contractor. DISTRICT and the officers, agents, and employees of DISTRICT are not, and shall not be deemed, DISTRICT employees for any purpose, including workers' compensation and employee benefits. DISTRICT shall, at DISTRICT's own risk and expense, determine the method and manner by which duties imposed on DISTRICT by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by DISTRICT. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to DISTRICT, 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, DISTRICT shall be solely responsible for all such payments.

6. **Specific Performance.** [RESERVED]

7. **Insurance.** DISTRICT 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, DISTRICT shall provide workers' compensation insurance for the performance of any of DISTRICT'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. DISTRICT 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. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) 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 DISTRICT or any officer, agent, or employee of DISTRICT under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. [RESERVED]

(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 DISTRICT'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 DISTRICT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If DISTRICT or DISTRICT's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, DISTRICT shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All 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 DISTRICT with the Napa County Fire Department prior to commencement of performance of any of DISTRICT'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, DISTRICT 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, DISTRICT shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of DISTRICT 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 DISTRICT 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, DISTRICT 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, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY'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 DISTRICT by this Agreement. At the option of and upon request by COUNTY'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 COUNTY, its officers, employees, agents, and volunteers or DISTRICT shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

(e) Inclusion in Subcontracts. DISTRICT 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, DISTRICT shall defend at its own expense, indemnify, and hold harmless COUNTY and its 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 from all acts or omissions of DISTRICT or its officers, agents, employees, volunteers, contractors, and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages, or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. 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. DISTRICT accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of DISTRICT 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, DISTRICT 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 DISTRICT '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 forty-five (45) 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 forty-five (45) 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. **Termination for Convenience or Dissolution of DISTRICT.**

(a) Convenience. 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 one hundred and eighty (180) 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.

(b) Dissolution of DISTRICT. This Agreement shall automatically terminate if DISTRICT is dissolved or otherwise ceases to exist as a public agency authorized to provide the type of services required under this Agreement.

11. **Payment for Work upon Early Termination.** If either party terminates this Agreement effective prior to December in any fiscal year, and such termination is not for failure of DISTRICT to perform its obligations to COUNTY under this Agreement, COUNTY shall pay DISTRICT the full amount of the semi-annual payment required by Paragraph 4 to be invoice in December, but shall not be obligated to pay the second semi-annual payment for that termination was not for failure of DISTRICT to perform its obligations to COUNTY under this Agreement, COUNTY shall pay DISTRICT the full amount of the second semi-annual payment which would have otherwise been due for that fiscal year.

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 St, Ste 310
Napa, CA 94559

DISTRICT

Schell-Vista Fire Protection District
22950 Broadway
Sonoma, CA 95476

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** DISTRICT 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. DISTRICT 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 adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) Napa County "Policy for Maintaining a Harassment and Discrimination Free Work Environment" as stated in Napa County Policy Manual Part I, Section 37K.

(c) Napa County Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991, and subsequently revised effective May 1, 2009.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of DISTRICT 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, as stated in the Napa County Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to DISTRICT which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. DISTRICT shall hold all such information as DISTRICT may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its County Fire Chief. Upon cancellation or expiration of this Agreement, DISTRICT shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that DISTRICT may retain for its files a copy of DISTRICT'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 DISTRICT 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”), DISTRICT shall adhere to all federal, state, and local laws, rules, and regulations protecting the privacy of such information. DISTRICT 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, DISTRICT. Additionally, DISTRICT 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 DISTRICT or County employees) who do not have a County approved business reason to obtain the information.

(2) DISTRICT 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, DISTRICT shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

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

(4) DISTRICT will be responsible for all costs associated with DISTRICT’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.

(c) Protection of County Data. If DISTRICT will be processing and storing the COUNTY’s data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, DISTRICT shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by DISTRICT shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by DISTRICT shall be encrypted using the same encryption algorithm described above. All data in

transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, DISTRICT shall purge all COUNTY data from all DISTRICT systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

DISTRICT shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. **No Assignments or Subcontracts.** A consideration of this Agreement is the public agency status and the local expertise of DISTRICT in regard to the fire protection needs of the ZONE; therefore, DISTRICT shall not assign any interest in this Agreement or subcontract any of the service DISTRICT 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 DISTRICT, or to perform any of the remaining services required under this Agreement within the same time frame required of DISTRICT shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by COUNTY's Fire Chief.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A." Failure of DISTRICT 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 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.** DISTRICT shall observe and comply with all applicable Federal, State, and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, DISTRICT and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. DISTRICT shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, DISTRICT shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5), and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to DISTRICT services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and DISTRICT and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. DISTRICT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of DISTRICT performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. DISTRICT shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of DISTRICT under this Agreement are subcontracted to a third party, DISTRICT shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages. [RESERVED]

20. **Taxes.** DISTRICT 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. DISTRICT 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

DISTRICT'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, DISTRICT 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 DISTRICT 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, DISTRICT 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.** DISTRICT 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. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. DISTRICT 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 DISTRICT of such conflict. DISTRICT further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. DISTRICT 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 DISTRICT under this Agreement.

24. **Third Party Beneficiaries.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period six (6) months after termination of this Agreement except with written permission of the other party, except that nothing in this Paragraph shall preclude either parties from publishing or otherwise distributing applications and information regarding COUNTY job openings where such publication or distribution is directed to the general public.

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

SCHELL-VISTA FIRE PROTECTION DISTRICT

By 
KEN FINN, Chair of Board of Directors

By 
RAY MULAS, Fire Chief

"DISTRICT"

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>February 1, 2024</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ 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 WORK

DISTRICT shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

DISTRICT SHALL:

1. Furnish to the ZONE the same level of fire protection services as the provided within DISTRICT, responding to all such calls within the ZONE in the same manner and under the same circumstances as those from within DISTRICT; provided, that equipment and personnel engaged in fighting fires within DISTRICT shall not be required to respond to calls in the ZONE while so engaged. In the event of conflict in the need for firefighting service as between DISTRICT and ZONE, the needs of DISTRICT shall be given first priority.
2. Cooperate with the Napa County Fire Chief and render annual reports as they may direct.

COUNTY SHALL:

1. Provide DISTRICT with all services customarily necessary for the operation of a fire dispatching and communications system through COUNTY's Emergency Command Center at its St. Helena Headquarters.
2. Provide DISTRICT with resources requested by DISTRICT as necessary to assist DISTRICT in suppression, investigation, and overhaul on all fires within the ZONE.
3. Provide DISTRICT with Knox keys for all DISTRICT equipment.
4. Provide DISTRICT with a list of the addresses in the ZONE.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by DISTRICT 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 “B”

MAP OF LOVALL VALLEY FIRE PROTECTION ZONE

(see attached)

Exhibit "B"

LEGEND

- Addressed structure locations
- Parcels with structures
- Other parcels



Schell-Vista Napa County | Lovall Rd Agreement

DATE PUBLISHED: 2/15/2024 DATE REVISED: AUTHOR: MSL MAP SCALE: 1:18,000

PLANNING, BUILDING, & ENVIRONMENTAL SERVICES
1195 THIRD STREET, SUITE 210
NAPA, CA 94559
(707) 253-4417



Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated herein.