

SERVICES AGREEMENT (CITY SERVICES)

Napa County Community Corrections Partnership (CCP) Reimbursement – Crime Analyst

Napa County Agreement No.

City Agreement No. C2025-807

City Budget Code: 10121201-43722

This Services Agreement (Limited) for a Crime Analyst ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and County of Napa, a political subdivision of the State of California, ("**County**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

- A. On November 14, 2024, The County's Community Corrections Partnership (CCP) approved \$676,315 over (3) years to fund the cost of a Crime Analyst and to include an annual renewal with a total cost identified on a yearly basis. The Crime Analyst shall provide the scope of services outlined in Exhibit "A." The County's Probation Department serves as a fiduciary for CCP's funding.

NOW, THEREFORE, the City and the County, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. City will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement.

1.2. Independent Contractor. City will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the County.

2. COMPENSATION.

1 Payment. The County will reimburse City for the Services provided, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. County's total compensation for performing the Services may not exceed \$217,124 for FY2025/26, \$225,329 for FY2026/27, and \$233,862 for FY2027/28 for a total of \$676,315, without prior written authorization from the County.

2.1. Invoices. City will submit a monthly itemized invoice to the County's Authorized Representative for the Services provided during the preceding month. The County will pay the City within thirty (30) days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. County hereby assigns the Chief of Probation Officer or designee to serve as the County's authorized representative ("**County's Authorized Representative**"), and to serve as the primary point of contact for all matters pertaining to this Agreement. City hereby assigns Fabio Rodriguez, Acting Chief of Police, to serve as the City's authorized representative ("**City's Authorized Representative**"), and to serve as the primary point of contact for all matters pertaining to this Agreement.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail

ATTACHMENT 2

sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:

Fabio Rodriguez, Acting Chief of Police
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660
frodriguez@cityofnapa.org

TO COUNTY:

Amanda Gibbs, Chief Probation Officer
NAPA COUNTY PROBATION DEPARTMENT
212 Walnut Street
NAPA, CA 94559
amanda.gibbs@countyofnapa.org

2 TERM. The term of this Agreement begins on the Effective Date and renews automatically each July 1 for a one-year period unless terminated earlier by either party. The following provisions will survive expiration or termination of this Agreement: Section 7 (Dispute Resolution), Section 10 (Indemnification), and Section 13 (General Provisions).

3 RIGHT TO TERMINATE. Either party may terminate this Agreement for convenience (with or without cause) by providing to the other Party written notice of termination 180 days prior to the annual renewal date, effective upon the date stated in the notice. If the City terminates the Agreement the County will pay City a pro-rated amount for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

5. DISPUTE RESOLUTION. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

6. INDEMNIFICATION. To the full extent permitted by law, City will indemnify, hold harmless, release, and defend the County (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to City's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, City will not be obligated to indemnify County for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. City indemnification obligations under this Agreement are not limited by any limitations of any insurance held by City, including, but not limited to, workers' compensation insurance.

To the full extent permitted by law, County will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all Liability of any nature, arising out of, pertaining to, or relating to County's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, County will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. County's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by County, including, but not limited to, worker's compensation insurance.

4 COMPLIANCE WITH LAW. City will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. At all times during the term of this Agreement, County will comply with all applicable laws, rules, and regulations prohibiting discrimination in employment

based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

7. GENERAL PROVISIONS.

7.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

7.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this Section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

7.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

7.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses.

7.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

7.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

7.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

7.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

7.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

[Signature page follows.]

8. SIGNATURE PAGE.

8.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

8.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the County and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

COUNTY:
**COUNTY OF NAPA, a political
subdivision the state of California**

By: _____
Fabio Rodriguez, Acting Chief of Police

By: _____
Anne Cottrell, Chair Board of Supervisors
County of Napa

Date: _____
("Effective Date")

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher Diaz, Interim City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. SCOPE OF SERVICES. City will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

City will provide County with a NCRIC Crime Analyst who will:

1. Review local, state and federal law enforcement systems and generate crime bulletins, Intelligence reports, and provide investigative analysis for the following, including, but not limited to:
 - crime trends
 - crime statistics
 - prolific offenders
 - recently issued arrest warrants
 - individuals who pose a public safety threat
 - individuals whose actions threaten our community's safety and quality of life
 - other criteria to be mutually agreed to by County and the City
2. To the extent appropriate and lawfully permissible, distribute information and intelligence from these findings and assessments to:
 - local, state and federal law enforcement
 - criminal justice agencies including, but not limited to, Napa County's Probation Department, District Attorney's Office and Superior Court
 - NCRIC and NCRIC-approved Private Sector partners
 - Northern California High Intensity Drug Trafficking Area (NC HIDTA) Task Forces & Initiatives
 - local government
 - non-government organizations (NGOs)
 - our community
3. Provide case support to our Napa County law enforcement partners through our Napa County Major Crimes Task Force agreement.
4. Be responsible for generating, receiving and vetting Suspicious Activity Reports (SARs) related to activity within Napa County.
5. To maintain the standard level of expertise and skill set, the NCRIC Crime Analyst will participate in trainings, certifications, briefings and conferences as approved by a NCRIC Lead Analyst or NCRIC Management. The training cost and travel expenses associated with the training will be borne by the NCRIC.

EXHIBIT "B"

COMPENSATION RATES AND CHARGES

1. Notwithstanding the requirements of Section 2.2 of the Agreement, the City is not required to identify hourly rates for services performed under this Agreement. Rather, the County shall issue payments to the City on a quarterly basis for the entirety of the Term of this agreement.
2. City will submit quarterly invoices to the County based on completion of the "Performance Tasks" identified below, for which, upon approval of completion by the County's Authorized Representative, the County will pay the City within 30 days after approval of each invoice the corresponding lump sum payment, as set forth below, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

<u>Performance Task:</u>	<u>Quarterly Payment Amounts (4x a Year):</u>	<u>Annual Overtime Maximum:</u>	<u>Maximum Annual Total:</u>
FY25-26	\$17,093.67	\$12,000	\$217,124
FY26-27	\$17,777.42	\$12,000	\$225,329
FY27-28	\$18,488.5	\$12,000	\$233,862
		Total Due No Exceed amount	\$676,315

3.