

Napa County

Board of Supervisors Chambers
1195 Third Street, Third Floor
Napa, CA 94559



Agenda

Tuesday, July 29, 2025

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

Board of Supervisors

Joelle Gallagher, District 1

Liz Alessio, District 2

Anne Cottrell, District 3

Amber Manfree, District 4

Belia Ramos, District 5

** This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.*

www.countyofnapa.org

GENERAL INFORMATION

The Board of Supervisors meets as specified in its adopted annual calendar on Tuesdays at 9:00 A.M. in regular session at 1195 Third Street, Suite 310, Napa, California 94559. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Clerk of the Board of the Napa County Board of Supervisors. Requests for disability related modifications or accommodations, aids or services may be made to the Clerk of the Board's office no less than 72 hours prior to the meeting date by contacting (707) 253-4580.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Levine Act Compliance: The Levine Act (Government Code Section 84308) governs contributions in Board of Supervisor proceedings related to licenses, permits, or entitlements, as defined in the Act. Board members are prohibited from accepting contributions exceeding \$500 from parties, their agents, or participants during such proceedings and for 12 months after a final decision. If a Board member received a contribution exceeding \$500 within the past 12 months, disclosure is required on the record, and the member must not use their position to influence decisions. Parties and participants must disclose applicable contributions exceeding \$500 on the record, providing the following: • Name of the party or participant and any other person making the contribution • The name of the recipient • The amount of the contribution; and • The date the contribution was made. This information does not constitute legal advice. Parties and participants are advised to consult their legal counsel for guidance on compliance.

ON A MATTER ON THE AGENDA

Please proceed to the podium when the matter is called and, after receiving recognition from the Chair, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair or Board, but is generally limited to three minutes.

ON A MATTER NOT ON THE AGENDA

Public comment is an opportunity for members of the public to speak on items that are not on the agenda but are within the subject matter jurisdiction of Napa County and its related districts and agencies. Public comment is limited to three minutes per speaker, subject to the discretion of the Chair. Comments should be brief and focused, and speakers should be respectful of one another who may have different opinions. The Board is here to listen to everyone who wishes to address them, but everyone has the responsibility to act in a civil manner. Please remember this meeting is being recorded and broadcast on live television. The County will not tolerate profanity, hate speech, abusive language, or threats. Also, while public input is appreciated, the Brown Act prohibits the Board from taking any action today on matters raised during public comment.

How to Watch or Listen to the Napa County Board of Supervisors Meetings

The Napa County Board of Supervisors will continue to meet pursuant to the annually adopted meeting calendar available at the following link:

<https://www.countyofnapa.org/1429/Board-of-Supervisors-Special-Districts-C>

The Board realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Remote participation for members of the public is provided for convenience only. In the event that the remote participation options malfunction for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access.

Please watch or listen to the Board of Supervisors meeting in one of the following ways:

1. Attend in-person at the Board of Supervisors Chambers, 1195 Third Street, Napa Suite 305.
2. Watch via YouTube at <https://www.youtube.com/@NapaCounty/streams>.
3. Watch online at <https://napa.legistar.com/Calendar.aspx> (click the "In Progress" link in the "Video" column).
4. Watch on Napa Valley TV Channel 28.
5. Watch on Zoom via www.zoom.us/join (Meeting ID: 842-343-169) or listen on Zoom by calling 1-669-900-6833 (Meeting ID: 842-343-169).
6. To listen or watch in Spanish, please visit <https://www.countyofnapa.org/3723/>

If you are unable to attend the meeting in person and wish to submit a general public comment or a comment on a specific agenda item, please do the following:

1. Call the Board of Supervisors Public Comment Line at 707-299-1776 during the item on which you want to speak. Comments will be limited to three minutes, subject to the discretion of the Chair. If you cannot make the meeting, you may leave a comment by voice mail by calling the Public Comment Line before or after the meeting.
2. Email your comment to publiccomment@countyofnapa.org 24 hours in advance of the meeting to ensure that your comment will be shared with all members of the Board of Supervisors.

In the event of a telephone or email malfunction which prevents a member of the public from submitting or making a public comment remotely, the Board of Supervisors reserves the right to receive only those public comments made in person.

For more information, please contact the Clerk of the Board's office at 707-253-4580 or email clerkoftheboard@countyofnapa.org.

1. CALL TO ORDER; ROLL CALL**2. PLEDGE OF ALLEGIANCE****3. PET OF THE WEEK**

- A. Presentation of the Pet of the Week. (No Fiscal Impact) [25-233](#)

4. CONSENT CALENDAR**Auditor-Controller**

- A. Approve and instruct the Clerk of the Board of Supervisors to file the Internal Audit Plan for Fiscal Year 2025-26 and accept the results of the Fiscal Year 2024-25 Internal Audit Plan. (No Fiscal Impact) [25-1301](#)

Attachments: [Attachment A](#)
[Attachment B](#)

- B. Accept and file the quarterly report of cash and non-cash donations received for the quarter ended June 30, 2025 (Fiscal Impact: Increased Revenues, Discretionary). [25-1350](#)

Attachments: [Report](#)

Clerk of the Board

- C. Approval of minutes from the July 22, 2025 regular meeting. (No Fiscal Impact) [25-93](#)

Attachments: [July 22, 2025](#)

County Executive Office

- D. Adopt a Resolution consolidating the Board of Supervisors' prior delegations of authority to departments to accept donations; and approve an update to the Auditor-Controller's procedure for the acceptance and disbursement of donations intended to reduce staff burden and make more efficient the Board's periodic consideration of donations. (No Fiscal Impact) [25-932](#)

Attachments: [Resolution](#)
[Procedure - Clean](#)
[Procedure - Redline](#)

- E. Approve and authorize Agreement No. 260063B with Allyant not to exceed \$125,000 for a term of August 1, 2025, to June 30, 2026, and \$60,000 annually for years two through five for digital accessibility compliance software. (Fiscal Impact: \$125,000 Expense; General Fund; Budgeted; Discretionary) [25-1275](#)

Attachments: [Agreement](#)

- F. Approve transmittal of the proposed response to the 2024-25 Grand Jury Report titled, “Behind the Curtain: Napa County Use Permit Process,” to the Presiding Judge as prescribed by Section 933 of the Penal Code. (No Fiscal Impact, Mandatory) [25-1341](#)

Attachments: [Report](#)
[Response](#)

County Fire Department

- G. Approve and authorize Amendment No. 3 to Agreement No. 180316B with the Town of Yountville for fire protection services increasing compensation from \$1,789,976 to \$1,847,975. (Fiscal Impact: \$59,999 Revenue; Fire Fund; Budgeted; Discretionary) [25-1332](#)

Attachments: [Agreement](#)

Human Resources – Division of CEO’s Office

- H. Adopt a Resolution to approve a Side Letter Agreement dated June 30, 2025, with the Napa County Probation Professionals Association Supervisory and Non-Supervisory Units to update the definition of Probation Safety/Hazard Premium Pay to continue providing Probation Officers and Juvenile Hall Counselors with a 5% Premium Pay to be counted as pensionable pay, effective January 1, 2020. (No Fiscal Impact) [25-1314](#)

Attachments: [Resolution](#)
[Exhibit A](#)

Information Technology Services – Division of CEO’s Office

- I. Approve and authorize Amendment No. 9 to Agreement No. 200281B with Tyler Technologies, Inc. for the implementation of Tyler’s utility module beginning July 1, 2025. (Fiscal Impact: \$54,740 Expense; Capital Project Fund; Budgeted; Discretionary) [25-905](#)

Attachments: [Agreement](#)

Library

- J. Accept and file a report of annual donations received from Friends of the Library groups for Fiscal Year 2024-25. (Fiscal Impact, \$15,000 Revenue; Napa County Library Fund; Budgeted; Discretionary) [25-1318](#)

Attachments: [Report](#)

Probation

- K.** Approve and authorize Agreement No. 260076B with Sonoma County Probation Department to provide care and housing for court-ordered youth. (Fiscal Impact: \$240,000 Expense; General Fund; Budgeted; Mandatory). [25-1330](#)

Attachments: [Agreement](#)

5. PUBLIC COMMENT

For all matters not listed on the agenda but within the jurisdiction of the Board of Supervisors and Special Districts. (see page 1)

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

7. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

8. ADMINISTRATIVE ITEMS

Assessor-Recorder-County Clerk

- A.** Receive the 2025-26 Property Assessment Roll and discuss. (Fiscal Impact: Increased Revenue; Various Funds; Budgeted; Mandatory) [25-1378](#)

County Executive Office

- B.** Adopt a Resolution approving the Napa County Artificial Intelligence (AI) Policy, which provides a framework for the legal, ethical, and responsible use of AI by County departments, employees, contractors, and vendors. (No Fiscal Impact) [25-1085](#)

Attachments: [Resolution](#)

9. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION** [25-1374](#)
Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (2 matters)

10. ADJOURNMENT**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY,
AUGUST 5, 2025 AT 9:00 A.M.**

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, JULY 25, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-233

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: Pet of the Week

RECOMMENDATION

Presentation of the Pet of the Week. (No Fiscal Impact)



Napa County

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Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1301

TO: Board of Supervisors
FROM: Tracy Schulze, Auditor-Controller
REPORT BY: Christine Hernandez, Deputy Auditor-Controller
SUBJECT: Internal Audit Plan for Fiscal Year 2025-26

RECOMMENDATION

Approve and instruct the Clerk of the Board of Supervisors to file the Internal Audit Plan for Fiscal Year 2025-26 and accept the results of the Fiscal Year 2024-25 Internal Audit Plan. (No Fiscal Impact)

BACKGROUND

In accordance with the International Professional Practices Framework for Internal Auditing, the Chief Audit Executive is required to present the Annual Audit Plan for Board of Supervisors' approval and report on the results of the prior year's audit activities.

Attachment A outlines the Internal Audit Plan for Fiscal Year 2025-26, developed based on input from the Board and Department Heads, as well as requirements for State and County-mandated audits and engagements contracted with special districts.

Attachment B summarizes the audit activities performed under the Internal Audit Plan for Fiscal Year 2024-25, as approved by the Board.

Action requested: Approve and instruct the Clerk of the Board to file the Internal Audit Plan for Fiscal Year 2025-26 and accept the results of the Fiscal Year 2024-25 Internal Audit Plan.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Attachment A

Internal Audit Plan for Fiscal Year 2025-26

Recurring Quarterly Engagements	Target Report Date
Countywide Donations Reporting	Within 15 Days of Quarter-End
Napa Vallejo Waste Management Authority - Third Party Contractor Internal Controls Review	Within 30 Days of Quarter-End
Treasurer's Statement of Assets Review and Cash Reporting (State Mandated)	Within 30 Days of Quarter-End
Napa County Housing Authority - Third Party Contractor Internal Controls Review	Within 45 Days of Quarter-End
Recurring Semi-Annual Engagements	Target Report Date
Countywide Procurement Card Program Compliance Review (7/1/25 - 12/31/25)	Within 45 Days of Period-End
Countywide Procurement Card Program Compliance Review (1/1/26 - 6/30/26)	Within 45 Days of Year-End
Amazon e-Commerce Account Compliance Review (7/1/25 - 12/31/25)	Within 45 Days of Period-End
Amazon e-Commerce Account Compliance Review (1/1/26 - 6/30/26)	Within 45 Days of Year-End
Recurring Annual Engagements	Target Report Date
Countywide Gift Card and Imprest Cash County Compliance Review	Within 15 Days of Year-End
H&CS Worker Proximity Housing Loan Program Compliance Review	August
ARPA Childcare Forgivable Loan Compliance Review	August
Napa Valley Tourism Improvement District Jurisdictional Review	October
Compile and Calculate Indirect Cost Allocation Plan (State Mandated)	November
Single Audit - Compile Schedule of Expenditures of Federal Awards (Federally Mandated)	December
Audit of Countywide Capital Asset Certifications	March
Department-Requested Engagements	Target Report Date
DA Auto Insurance Fraud Grant Program Review (State Deadline 10/31)	October
DA Worker's Comp Insurance Fraud Grant Financial Report (State Deadline 10/31)	October
DA Worker's Rights - Wage Theft Grant Financial Report (State Deadline 10/31)	October
Treasurer-Tax Collector Escheatment Compliance Review	February
Additional Engagements Planned	Target Report Date
Countywide Overtime Pay Review	July
Countywide Review of Payroll Special Pay for Certifications	February
Countywide Non-Operating Revenue Funds Compliance Review	March
Countywide Buildings Audit (extension of Capital Asset Audit)	April
Countywide Contract Process Review	May
Transient Occupancy Tax (TOT) Compliance Audits (15)	Various

This Audit Plan is subject to change based on the receipt and prioritization of new audit requests from the Board, Departments, and/or Special Districts.

Attachment B

Results of the Internal Audit Plan for Fiscal Year 2024-25		
	Completed	In Progress
Recurring Quarterly Engagements		
Countywide Donations Reporting	✓	
Napa Vallejo Waste Management Authority - Third Party Contractor Internal Controls Review	✓	
Treasurer's Statement of Assets Review and Cash Reporting (State Mandated)	✓	
Napa County Housing Authority - Third Party Contractor Internal Controls Review	✓	
Recurring Semi-Annual Engagements		
Countywide Procurement Card Program Compliance Review (7/1/24 - 12/31/24)	✓	
Countywide Procurement Card Program Compliance Review (1/1/25 - 6/30/25)		✓
Recurring Annual Engagements		
Countywide Gift Card and Imprest Cash County Compliance Review	✓	
H&HS Worker Proximity Housing Loan Program Compliance Review (1/1/24 - 6/30/24)	✓	
Napa Valley Tourism Improvement District Jurisdictional Review	✓	
Compile and Calculate Indirect Cost Allocation Plan	✓	
Single Audit - Compile Schedule of Expenditures of Federal Awards	✓	
Audit of Countywide Capital Asset Certifications		✓
Department-Requested Engagements		
HHSa Biennial Cal-Fresh Certification	✓	
DA Auto Insurance Fraud Grant Program Review	✓	
DA Worker's Comp Insurance Fraud Grant Financial Report	✓	
Countywide Overtime Pay Review		✓
Requests for Relief from Accountability (2)	✓	
Napa County Resource Conservation District Incident Report and Process Recommendation Document	✓	
Additional Audits Performed		
Amazon e-Commerce Account Compliance Review (7/1/24 - 3/31/25)	✓	
Transient Occupancy Tax (TOT) Compliance Audits (8)	✓	



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Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1350

TO: Board of Supervisors
FROM: Tracy Schulze, Auditor-Controller
REPORT BY: Susan MacDonald, Internal Audit
SUBJECT: Donations Report for the Quarter Ended June 30, 2025

RECOMMENDATION

Accept and file the quarterly report of cash and non-cash donations received for the quarter ended June 30, 2025 (Fiscal Impact: Increased Revenues, Discretionary).

BACKGROUND

Cash and non-cash donations in the amount of \$76,151 were received for the quarter ended June 30, 2025. A detailed breakdown of all known donations received by Napa County Departments is included in the attached correspondence and Table A.

The cash donations accepted on behalf of the Board of Supervisors were recorded into the Donations revenue account with the County Treasury.

On August 1, 2005, the Board of Supervisors adopted Resolution 05-40 authorizing the Auditor-Controller to accept donations that are equal to or less than \$1,000 on behalf of the Board of Supervisors.

The Resolution of March 2005 does not supersede the following:

1. Board of Supervisors Resolution No. 99-56, revised May 24, 2005, for Napa County Library to accept donations from various donors and the Friends of the Library
2. Board of Supervisors Resolution No. 06-120, adopted on June 20, 2006 for the Health and Human Services Agency (HHSA) to accept donations on behalf of the Homeless Shelter
3. Board of Supervisors Resolution No. 08-171, adopted December 9, 2008, for the Health and Human Services Agency (HHSA) to accept donations on behalf of the Children's Recovery Center (CRC) and Child Welfare Services Division (CWS) (Resolution 08-171)
4. Board of Commissioners Resolution No. 07-05 (NCHA), adopted August 21, 2007 for the Napa County

Housing Authority to accept and disburse donations

Requested Action: Accept and file the report.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Board approval is required to accept donations exceeding limits cited in Resolutions.
Is the general fund affected?	Yes
Future fiscal impact:	Increased Revenue
Consequences if not approved:	Funds will be returned to the donors

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



A Tradition of Stewardship
A Commitment to Service

Auditor-Controller

1195 Third Street · Room B10
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4551
Fax: (707) 226-9065

Tracy A. Schulze
Auditor-Controller

July 17, 2025

Board of Supervisors
1195 Third Street, Room 301
Napa, CA 94559

Table A (attached) provides a listing of donations known to be received by Napa County Departments from April 1, 2025 – June 30, 2025. The information is based on an analysis of the general ledger, Napa County Board of Supervisors (BOS) actions, and notifications sent to the Auditor-Controller's Office.

Cash Donations Reported to Auditor Controller's Office	\$	10,976
Cash Donations Reported to BOS		57,700
Total Quarterly Cash Donations Reported	\$	68,676
Total Non-Cash Donations Reported to Auditor Controller's Office	\$	7,475
Total Quarterly Donations Reported	\$	76,151

Respectfully,

A handwritten signature in blue ink, appearing to read "Tracy Schulze".

Tracy A. Schulze
Auditor-Controller

Table A
Donations Reporting
For the Quarter Ended June 30, 2025

Donations Reported to Auditor-Controller's Office	Amount
Animal Shelter	\$ 5,999
Health & Human Services Agency (HHSA)	346
County Library	4,631
Subtotal	<u>10,976</u>
Donations Reported to BOS by Other Departments ¹	
County Library	
BOS Agenda # 25-477 4/8/2025 Napa County Library Foundation	53,700
BOS Agenda # 25-650 4/22/2025 Streich Family Endowment	4,000
Subtotal	<u>57,700</u>
Total Cash Donations Reported for Quarter Ended June 30, 2025	<u>\$ 68,676</u>
Non-Cash Donations Reported for Quarter Ended June 30, 2025	
Napa County Housing Authority (NCHA)	
Hot Food Steam Table and Garden Supplies for Farmworker Centers	7,475
All Known Donations Reported for Quarter Ended June 30, 2025	<u>\$ 76,151</u>

¹ Amounts exceeded \$1,000 or Departments subject to quarterly reporting to BOS.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-93

TO: Board of Supervisors
FROM: Neha Hoskins, Clerk of the Board
REPORT BY: Anthony Williams, Senior Deputy Clerk of the Board
SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of minutes from the July 22, 2025 regular meeting. (No Fiscal Impact)



Meeting Minutes

Napa County Board of Supervisors

Joelle Gallagher, District 1
Liz Alessio, District 2
Anne Cottrell, District 3
Amber Manfree, District 4
Belia Ramos, District 5

* This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

www.countyofnapa.org

Tuesday, July 22, 2025

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

1. CALL TO ORDER; ROLL CALL

Present: Chair Anne Cottrell, Vice-Chair Amber Manfree, Supervisors Liz Alessio, Joelle Gallagher, and Belia Ramos. The meeting was called to order by Chair Anne Cottrell.

2. PLEDGE OF ALLEGIANCE

Editor and Publisher of the Napa Valley Register Dan Evans led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact)

[25-180](#)

Animal Shelter Supervisor Luis Ambriz presented the Pet of the Week (Belle).

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

Director of Child Support Services Douglas Durward was recognized and made presentation.

5. CONSENT CALENDAR

Motion Text: Approve the Consent Calendar as amended.

Voting Yes: Manfree, Ramos, Alessio, Gallagher, and Cottrell

Voting No: None

Recusals: None

Result: Passed

Agricultural Commissioner

- A. Approve and authorize Agreement Nos. 170908B and 170682B with the California Department of Food & Agriculture for the term July 1, 2025 through June 30, 2026 for reimbursement of expenses associated with the placement and inspection of traps for the detection of the European Grapevine Moth and exotic insect pests. (Fiscal Impact: \$410,676 Revenue; General Fund; Budgeted; Mandatory) [25-1284](#)
- Enactment No: A-170908B; A-170682B**

Clerk of the Board

- B. Approval of minutes from the June 16, 2025, June 17, 2025 and June 24, 2025 regular meetings. (No Fiscal Impact) [25-89](#)
- C. Reappoint Emily Darlington as the Consumer Representative and Amalia Kulczycki as the Public Agency Representative; and appoint Emily Alexander as the At Large Representative to the Napa County Child Care and Development Planning Council with terms of office to commence immediately and expire on June 30, 2028. (No Fiscal Impact) [25-1171](#)
- D. Reappoint Anne Payne and Lynne Baker as Napa County representatives and appoint Michelle Marin, Linda Giglio, and Cathleen Wagner as Napa County representatives and Kristi Morrow as Napa County Alternate 2 to the Napa/Solano Agency on Aging Advisory Council. The terms of office are to commence immediately and expire on June 30, 2027. (No Fiscal Impact) [25-1173](#)
- E. Appoint Dana Garcia representing Provider of IHSS to Family Member or Non-Family Member category to the In-Home Supportive Services Advisory Committee with term of office to commence immediately and expire on September 1, 2027. (No Fiscal Impact) [25-1242](#)

Corrections

- F. Approve and authorize Amendment No. 2 to Agreement No. 200191B with Status Electrical Corporation to provide maintenance and support of the Napa County Department of Corrections' downtown jail security system. (Fiscal Impact: \$100,000 Expense; General Fund; Budgeted; Mandatory) [25-1196](#)
- Enactment No: A-200191B Amend. 2**
- G. Approve and authorize a Memorandum of Understanding No. 8699 with the Napa Valley Unified School District Adult Education to provide educational services to the incarcerated population at the Napa County Jail. (No Fiscal Impact) [25-1291](#)
- Enactment No: A-8699B**

County Counsel

- H. Adopt an Ordinance amending Napa County Code Section 11.28.030 (Authority to execute leases and license agreements) to renew the Airport Manager's authority to execute leases and license agreements at the Napa County Airport. (No Fiscal Impact) [25-1227](#)

Enactment No: O-1509

- I. Adopt an Ordinance adding Chapter 6.02 (Invasive Mussels) to the Napa County Code authorizing inspections of watercraft for invasive mussels at Lake Berryessa. (No Fiscal Impact) [25-1229](#)

Enactment No: O-1510

- J. Approve and authorize Amendment No. 1 to Agreement No. 230123B with Oppenheimer Investigations Group, LLP, extending the term of the agreement an additional three years through June 30, 2028, updating the rate sheet without increasing the contract amount per fiscal year, and amending the indemnification provisions. (No Fiscal Impact) [25-1263](#)

Enactment No: A-230123B Amend. 1

County Executive Office

- K. Approve an increase in Fiscal Year 2024-25 appropriations for General Liability Claims by \$700,000 for current and projected expenses. (Fiscal Impact \$700,000 Expense; General Liability Fund; Not Budgeted; Discretionary) [25-1235](#)
[4/5 vote required]

Item pulled for discussion. See Item 8.

- L. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) [25-1286](#)

Enactment No: R-2025-72

County Fire Department

- M. Approve and authorize Agreement No. 260056B with Napa Communities Firewise Foundation for community outreach, defensible space consulting, wildfire mitigation, fuel reduction and preparation for wildfires. (Fiscal Impact: \$3,500,000 Expense; Fire Fund; Budgeted; Discretionary) [25-1278](#)

Enactment No: A-260056B

District Attorney

- N. Accept a grant for \$28,549 from National Children's Alliance; authorize the purchase of a capital asset for a digital video and audio interview room system at the Napa County Courage Center which is housed at the Monarch Justice Center; and approve the related Budget Amendment. (Fiscal Impact: \$28,549 Expense and Revenue; General Fund; Not Budgeted; Discretionary) [4/5 vote required] [25-1282](#)

Health and Human Services Agency

- O. Adopt a Resolution implementing the Napa County Mental Health Services Act Innovations Round 5 PIVOT Proposal. (No Fiscal Impact) [25-1198](#)
Enactment No: R-2025-73
- P. Approve and authorize Agreement No. 260060B with Kaiser Foundation Health Plan, Inc., for the term upon approval through June 30, 2026, and subsequent automatic renewals, to provide Medi-Cal managed care capitation rates as a result of intergovernmental transfers from Napa County to the California Department of Health Care Services and to maintain the availability of health care services for Napa County beneficiaries. (No Fiscal Impact) [25-1238](#)
Enactment No: A-260060B
- Q. Approve and authorize Agreement No. 260047B with Expressions of Hope for the term July 1, 2025 through June 30, 2026, and subsequent automatic renewals, for a contract maximum of \$46,997 to provide Resource Family Approval pre-approval training to meet State training requirements. (Fiscal Impact: \$46,997 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) [25-1305](#)
Enactment No: A-260047B

Human Resources – Division of CEO's Office

- R. Approve and authorize Amendment No. 4 to Agreement No. 160092B with The Permanente Medical Group Inc., for the term of June 1, 2025, through June 30, 2026, with two additional one-year extensions to provide occupational health and safety medical services including pre-employment physical examinations and annual fitness screenings for County employees. (Fiscal Impact: \$125,000 Expense; Fund dependent upon department usage; Budgeted; Discretionary) [25-1126](#)
Enactment No: A-160092B Amend. 4

- S. Adopt a Resolution directing the Chief Human Resources Officer to initiate a contract amendment to implement the retirement cost sharing contributions for Unrepresented Management Miscellaneous, Unrepresented Confidential Miscellaneous, and Unrepresented Management Safety employees, effective July 22, 2025, for Fiscal Year 2025-2026. (No Fiscal Impact) [25-1201](#)

Enactment No: R-2025-74

- T. Approve and authorize Amendment No. 6 to Agreement No. 170123B with Claremont Behavioral Services Inc., to increase the contract maximum effective July 1, 2025, from \$86,065 to \$125,000 per fiscal year with no termination to continue providing the Employee Assistance Program. (Fiscal Impact: \$38,935 Expense; General Fund; Budgeted; Discretionary) [25-1267](#)

Enactment No: A-170123B Amend. 6

Information Technology Services – Division of CEO’s Office

- U. Approve and authorize Amendment No. 6 to Agreement No. 200378B with TruePoint to extend the term to June 30, 2028 and increase the agreement by \$25,000 per fiscal year for a new maximum of \$157,045. (Fiscal Impact: \$25,000; Annual Expense; Information Technology Services Fund; Budgeted; Discretionary) [25-930](#)

Enactment No: A-200378B Amend. 6

- V. Declare certain items of personal property as surplus and no longer required for public use; and approve and authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms. (No Fiscal Impact) [25-1122](#)

- W. Approve a Budget Amendment and authorize the payment of work completed to repair road on Mount Saint Helena. (Fiscal Impact: \$18,570 Expense; Accumulated Capital Outlay; Not Budgeted; Discretionary) [25-1232](#)
[4/5 vote required]

Item removed from the agenda.

Lake Berryessa Resort Improvement District

- X. Approve and authorize Amendment No. 3 to Agreement No. 230149B (LBRID) with GHD, Inc. to increase the total contract amount from \$468,877 to \$548,805 to provide additional construction management and inspection services for the “Lift Station A - Sewer Collection Tank Replacement Project, LB 22-03R2.” (Fiscal Impact: \$79,928 Expense, Lake Berryessa Resort Improvement District; Budgeted; Discretionary) [25-1270](#)

Enactment No: A-230149B (LBRID) Amend. 3

Library

- Y. Approve and authorize Amendment No. 1 to Agreement No. 250114B with Arts Association Napa Valley to extend the term of the Grant Agreement to December 31, 2025, to allow grantee additional time to complete the project as originally approved by the County. (No Fiscal Impact) [25-1258](#)

Enactment No: A-250114B Amend. 1

Napa Berryessa Resort Improvement District

- Z. Approve and authorize Agreement Nos. 250456B, 250457B and 250458B (NBRID) with Pridmore Brothers Construction, Inc. for maximum compensation totaling \$48,721 to provide urgent maintenance of water and sewer utilities. (Fiscal Impact: \$48,721 Expense; Napa Berryessa Resort Improvement District Fund; Budgeted; Discretionary) [25-1134](#)

Enactment No: A-250456B (NBRID); A-250457B (NBRID); A-250458B (NBRID)

Napa County Housing Authority

- AA. Approve and authorize Agreement No. 260018B (NCHA) with California Human Development Corporation for a maximum amount of \$1,152,577 for the term July 1, 2025, through June 30, 2026, for onsite management of the three Napa County farmworker centers known as the River Ranch Center, Mondavi Center, and Calistoga Center. (Fiscal Impact: \$1,152,577 expense; Napa County Housing Authority Fund, Budgeted, Discretionary) [25-1107](#)

Enactment No: A-260018B (NCHA)

Public Works

- AB. Accept and file a report on Space License and Lease Agreements executed by the Chief Executive Officer during the period January 1, 2025, through June 30, 2025, pursuant to Resolution No. 2018-36. (No Fiscal Impact) [25-1178](#)
- AC. Approve and authorize creation of Capital Improvement Project 25012 for the “Low Voltage AV South Campus HHSA Conference Rooms Project” PW 24-38 and approve a Budget Amendment in the amount of \$189,000 for design, plans specifications, project bidding services, and partial construction costs needed to support the project. (Fiscal Impact: \$189,000 Expense; Health and Human Services Agency; Not Budgeted; Discretionary) [25-1230](#)
[4/5 vote required]

- AD. Approve a report of emergency Public Works actions on two projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact)
[4/5 vote required] [25-1273](#)
- AE. Approve and authorize Agreement No. 260064B with the Napa Sanitation District for the reimbursement of costs associated with adjusting NapaSan utility covers on County road paving projects. (Fiscal Impact: Increased Revenue; Discretionary) [25-1276](#)
- Enactment No: A-260064B**
- AF. Approve and authorize Amendment No. 5 to Agreement No. 230084B with ADKO Engineering, Inc. increasing the maximum compensation from \$588,781 to \$623,781 for additional surveying and biological support services for the Chiles Pope Valley Road MPM 3.63 Project 23006. (\$35,000 Expense; Budgeted; Discretionary) [25-1288](#)
- Enactment No: A-230084B Amend. 5**
- AG. Award a Construction Contract to Argonaut Constructors, Inc., of Santa Rosa, CA in the amount of \$3,391,363 for the “East County Roads Paving Project,” RDS 25-11; and approve a Budget Amendment. (Fiscal Impact: \$3,044,569 Expense; Measure T Special Revenue; Not Budgeted; Discretionary) [25-1292](#)
[4/5 votes required]
- AH. Reject the low bid from Rehak General Engineering, LLC as non-responsive, award a Construction Contract to Maggiora & Ghilotti, Inc. for the Mt. Veeder Road MPM 3.5, RDS 25-18, and approve a Budget Amendment. (Fiscal Impact: \$2,314,313 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [25-1297](#)
[4/5 vote required]
- AI. Award a Construction Contract to Trope Group, Inc. of Santa Rosa CA in the amount of \$173,054 for the “American Canyon Library Remodel, Furniture” PW 25-09B, and approve a Budget Amendment. (Fiscal Impact \$220,000 Expense; Library Fund; Not Budgeted; Discretionary) [25-1299](#)
[4/5 vote required]
- AJ. Adopt a Resolution of intent to conduct a public hearing on August 19, 2025, regarding the abandonment of an approximate 2.5-mile portion of Old Howell Mountain Road, while retaining right of way for a public trail. (No Fiscal Impact) [25-1302](#)
- Enactment No: R-2025-75**

- AK. Award a Construction Contract to W.R. Forde Associates, Inc. for the Ridgecrest Drive Slide Repair Project, RDS 25-26. (\$403,057 Expense, Budgeted, Discretionary) [25-1303](#)

Item pulled for discussion. See Item 8.

- AL. Approve and authorize Amendment No. 3 to Agreement No. 230301B with Napa Jet Center, Inc., doing business as Atlantic Aviation, to extend the term of use of transitional space at the Napa County Airport to the end of the “Pioneering Period” or June 30, 2026. (Fiscal Impact: \$55,752 Revenue; Airport Fund; Budgeted; Discretionary) [25-1308](#)
[4/5 vote required]

Enactment No: A-230301B Amend. 3

- AM. Approve the Plans and Specifications for the “Rossi Bridge Phase 1, RDS 25-25” project and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) [25-1309](#)

Sheriff

- AN. Adopt a Resolution to approve the updated Napa County Emergency Operations Plan as the current official emergency operations plan for Napa County. (No Fiscal Impact) [25-1084](#)

Enactment No: R-2025-76

- AO. Adopt a Resolution accepting the State of California Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division Grant Funding. (Fiscal Impact: \$88,267 Revenue; General Fund; Budgeted; Discretionary) [25-1118](#)

Enactment No: R-2025-77

- AP. Approve and authorize Amendment No. 3 to Agreement No. 170259B with United Forensic Services, P.C. for autopsy and forensic pathology services. (Fiscal Impact: \$80,000 Expense; General Fund; Budgeted; Mandatory) [25-1177](#)

Enactment No: A-170259B Amend. 3

- AQ. Adopt a Resolution reviewing and reaffirming the continued use of certain law enforcement equipment in accordance with California State Assembly Bill 481 and reaffirming Napa County Ordinance No. 1476 relating to the Military Equipment Policy and approving the annual military equipment report. (No Fiscal Impact) [25-1219](#)

Enactment No: R-2025-78

AR. Approve and authorize revenue Agreement No. 170821B with Napa County Office of Education to provide a School Resource Officer at Juvenile Court and Camille Creek Community School. (Fiscal Impact: \$123,552 Revenue; General Fund; Budgeted; Discretionary)

[25-1283](#)

Enactment No: A-170821B

6. PUBLIC COMMENT

Five (5) people spoke during public comment.

Director of Public Works Steven Lederer responded to public comment.

Assessor-Recorder/County Clerk John Tuteur made presentation.

Discussion held.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Joelle Gallagher requested drafting a ban on new and expanded gas stations. She also mentioned the Regional Climate Action and Adaption Plan (RCAAP) draft is making its way through cities and towns to be agendized so that residents can provide comments and review the draft. The Napa County Planning, Building, and Environmental Services (PBES) department has planned two public meetings to review the draft and Supervisor Gallagher would like to request a presentation for the Board.

Supervisor Liz Alessio reported on herself and Vice-Chair Amber Manfree completing the California State Association of Counties (CSAC) New Supervisor Institute. Supervisor Alessio also reported on attending the annual Mt. Veeder Fire Council fundraiser event where they are raising money to help fund underprivileged residents with fire mitigation and fuel abatement. Supervisor Alessio also reported on attending a Napa Valley Transportation Authority (NVTa) meeting where they received a transportation behavioral study presentation that shows similarities to the North Bay Workforce Alliance report. She requested a presentation to the Board that covers the economic forecast as it ties to the wine industry in Napa County.

Vice-Chair Amber Manfree reported on attending the Rock the Ride event in Yountville as well as the Gordon Valley potluck. Board Aide Abigail Flores attended the Circle Oaks picnic on behalf of District 4. Vice Chair Manfree also reported on attending the CSAC New Supervisor Institute and a conference at the Asilomar for transportation that discussed the fuel transition and economy. Vice-Chair Manfree expressed her appreciation for the community and mentioned that the Planning, Building, and Environmental Services department will be taking its first step on the General Plan with public Zoom meetings for the Baseline Data Report over the rest of the month of July. Lastly, Vice-Chair Manfree reported on the Napa Farmers Market hosting their annual Lots of Fun event on July 26, 2025 to celebrate the farmers market.

Chair Anne Cottrell reported on a trip to Modoc County where Rural County Representatives of California (RCRC) met to see some of the economic development. On the legislative front, Supervisor Alessio and Chair Cottrell have been engaged in AB 607/131 and AB 470, where she has been working with RCRC and Legislative and Policy Analyst Andrew Mize. Chair Cottrell thanked the Legislative Analyst and requested a weekly state legislative update appear on the consent calendar for clarity. Lastly, Chair Cottrell attended an NVTa meeting on behalf of Vice-Chair Manfree, and an Agricultural Boosters Fundraiser for Saint Helena High School where she was happy to see the new resources that it provides to the community.

County Executive Officer Ryan J. Alsop reported on the upcoming joint Board of Supervisors - Planning Commission meeting where economics of the wine industry will be discussed.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 5K

Assistant Chief Executive Officer Rebecca Craig made presentation.

Discussion held.

Supervisor Ramos requested staff provide a presentation of the Risk Management program.

Motion Text: Approve the requested action.

Voting Yes: Ramos, Manfree, Alessio, Gallagher, and Cottrell

Voting No: None

Recusals: None

- 5AK

Director of Public Works Steven Lederer made presentation.

Discussion held.

Motion Text: Approve the requested action.

Voting Yes: Manfree, Alessio, Gallagher, Ramos, and Cottrell

Voting No: None

Recusals: None

9. ADMINISTRATIVE ITEMS

County Executive Office

- A. Adopt a Resolution recognizing and reaffirming the importance of the constitutional right to freedom of the press and the vital role of independent journalism in promoting democracy, human rights, and good governance. (No Fiscal Impact)

[25-1223](#)

County Executive Office Management Analyst Andrew Mize made presentation.

Two (2) people spoke during public comment.

Discussion held.

Motion Text: Adopt the Resolution.

Voting Yes: Gallagher, Alessio, Manfree, Ramos, and Cottrell

Voting No: None

Recusals: None

Enactment No: R-2025-79

Sheriff

- B. Receive a presentation of the Sheriff's Office 2024 Annual Report. (No Fiscal Impact)

[25-1086](#)

Napa County Sheriff Oscar Ortiz made presentation.

Discussion held.

10. PUBLIC HEARINGS

None

11. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa

[25-1106](#)

Closed Session held. No reportable action.

- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (3 matters)

[25-1310](#)

Closed Session held. No reportable action.

- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)
Title: Chief Executive Officer

[25-1279](#)

Closed Session held. No reportable action.

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JULY 29, 2025 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-932

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Andrew M. Mize, Legislative & Policy Analyst
SUBJECT: Donations Policy Update

RECOMMENDATION

Adopt a Resolution consolidating the Board of Supervisors' prior delegations of authority to departments to accept donations; and approve an update to the Auditor-Controller's procedure for the acceptance and disbursement of donations intended to reduce staff burden and make more efficient the Board's periodic consideration of donations. (No Fiscal Impact)

BACKGROUND

From time to time, and since at least 1999, the Board of Supervisors has delegated authority to the Auditor-Controller to author and administer a policy on donations made to the County of Napa. The Board has additionally delegated authority for certain departments to accept certain donations below a certain dollar threshold. Currently, thresholds for Board approval vary from \$1,000 for general donations not otherwise subject to any particular delegation of authority to up to \$10,000 for certain donations to the Library.

The purpose of this item is to consolidate those prior delegations into a single, easy-to-understand delegation of authority to department managers to accept donations up to \$1,000 and delegation of authority to department heads to accept donations up to \$10,000. This proposed delegation includes a requirement that the Auditor-Controller provide a quarterly report to the Board of all donations within the scope of this delegation.

The desired effect of this policy change is to reduce staff burden in preparing agenda items for donations and make more efficient the Board's periodic consideration of donations. This policy change will maintain visibility to the Auditor-Controller of accepted cash and in-kind donations, which will continue to be tracked internally by Department, and maintain visibility to the Board of donations over the proposed threshold figure

of \$1,000.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this policy change will reduce staff administrative burden while maintaining appropriate fiscal controls and visibility on donations made to the County.
Is the general fund affected?	No
Future fiscal impact:	None. Donations will continue to be recorded in the same manner. The way in which donations are received and recorded will not change; the only substantive changes are to make the process of accepting donations less time-consuming for staff and the Board.
Consequences if not approved:	Staff will continue to bring all donations above \$1,000 to the Board for approval.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. 2025-

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, CONSOLIDATING, UPDATING AND
SUPERSEDING IN PART NAPA COUNTY RESOLUTIONS 99-56, 05-40,
06-120, AND 08-171**

WHEREAS, the Board of Supervisors has from time-to-time delegated authority to accept donations made to or in favor of the County or the Board pursuant to its statutory authorities to accept donations and delegate that authority to county employees under California Government Code § 25355.

WHEREAS, consolidating these resolutions into a single updated delegation of authority will benefit the Board, County employees, and the public by centralizing all delegations into one document.

NOW, THEREFORE, BE IT RESOLVED, by the Napa County Board of Supervisors that the Board hereby delegates its statutory authority to accept donations made to or in favor of the County or the Board, to the Auditor-Controller with delegated authorities as follows:

Countywide Delegations	Amount
Department Managers	Up to \$1,000
Department Heads	Up to \$10,000

BE IT FURTHER RESOLVED, pursuant to its authority in Cal. Gov. Code § 25355, that the Board authorizes the Auditor-Controller to compile each quarter on its behalf a report using data from each Department that describes the source and value of each donation and that complies with form and reporting procedures set forth by the State Controller. The Board further directs the Auditor-Controller to submit an aggregated report of all donations to the Board no less than quarterly.

BE IT FURTHER RESOLVED, that Department heads shall notify the Auditor-Controller upon receipt of cash donations in excess of \$1,000 and quarterly of all cash and non-cash donations received.

BE IT FURTHER RESOLVED, that the update to the Auditor-Controller's policy on donations is amended as shown in Exhibit "A," attached hereto and hereby incorporated by reference, effective July 1, 2025.

BE IT FURTHER RESOLVED, that the Office of the Auditor-Controller shall incorporate the changes to its "Procedure for the Acceptance and Disbursement of Donations," so that it reads in the manner set forth in Exhibit "A."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board
held on the 29th day of July, 2025, by the following vote:


AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ </p> <p>_____ County Counsel</p> <p>Date: June 17, 2025</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: PROPOSED REVISION TO PROCEDURE FOR THE ACCEPTANCE AND
DISBURSEMENT OF DONATIONS**

NAPA COUNTY
AUDITOR-CONTROLLER'S OFFICE

PROCEDURE FOR THE ACCEPTANCE AND DISBURSEMENT OF DONATIONS

SUBJECT Acceptance and Disbursement of Donations
Resolution No. 25-xx, issued xx/xx/xxxx

REVISION DATE xx/xx/xxxx

EFFECTIVE DATE xx/xx/xxxx

DISTRIBUTION Department Heads
 Department Managers
 Financial Users

AUTHORIZED BY Tracy A. Schulze, Auditor-Controller

OVERVIEW

Donations to Napa County are considered contributions and may be tax deductible in accordance with the *Internal Revenue Code Section 170(c)(1)* and *California Revenue and Taxation Code Section 24359* if they are to be used for a public purpose.

Pursuant to *California Government Code Section 25355*, the Board of Supervisors has delegated the responsibility to accept Donations (gifts, bequests or devises) made by an individual or an organization in the amount of \$10,000 or less per quarter, to Department Heads, and the responsibility to accept Donations made by an individual or organization in the amount of \$1,000 or less per quarter to Department managers.

For donations made by an individual or organization in excess of \$10,000 per quarter, a request for acceptance is required to be filed with the Board of Supervisors describing the source and value of each gift, bequest or devise to be received.

Board Resolution No. 25-xxx consolidates and supersedes the following:

1. Board of Supervisors Resolution No. 99-56, adopted May 24, 1995, authorizing the Napa County Library Director to accept donations up to \$2,000 in general and up to \$5,000 from Friends of the Library;
2. Board of Supervisors Resolution No. 05-40, adopted March 8, 2005, authorizing the Auditor-Controller to accept donations in the amount of \$1,000 or less per occurrence;
3. Board of Supervisors Resolution No. 06-120, adopted on June 20, 2006 for the Health and Human Services Agency (HHSA) to accept donations on behalf of the Homeless Shelter;
4. Board of Supervisors Resolution No. 08-171, adopted December 9, 2008, for the Health and Human Services Agency (HHSA) to accept donations on behalf of the Children's Recovery Center (CRC) and Child Welfare Services Division (CWS) ; and

CONTENTS

A. PRELIMINARY ASSESSMENT	3
B. ACCEPTANCE OF CASH DONATIONS	3
C. RECORDING CASH DONATION(S).....	4
D. ACCEPTANCE OF NON-CASH DONATIONS	4
E. RECORDING NON-CASH DONATION(S).....	5
F. DECLINED DONATIONS.....	5
G. REPORTING TO THE BOARD OF SUPERVISORS	6
H. SAFEGUARDING AND ACCOUNTABILITY	6
I. DISPOSITION OF DONATION	6
J. DECLARED EMERGENCIES.....	7
Exhibit A: Non-Cash, Cash Equivalent Donations Log	8
Exhibit B: Thank-you Letter Example	9

PROCEDURES

All county departments are subject to the following procedural requirements.

A. PRELIMINARY ASSESSMENT

1) Type of Donation

- a) Cash – Cash, Checks and Money Orders
- b) Non-Cash – Merchant Gift Cards, Capital Assets, perishable and non- perishable goods, and equipment.

2) Appropriateness of Donation

Determine if the donation to be received can be utilized in accordance with statutes and County policy. The Department's representative in County Counsel should be consulted if there are any questions regarding the utilization of the donation(s). If the donation has been received as a bequest, then the donation shall be used in accordance with the will of the decedent. Donations are to be used to enhance the well-being of the citizens of Napa County and operations of the County departments serving the citizens of Napa County.

B. ACCEPTANCE OF CASH DONATIONS

1) Departments should send a thank-you letter for donations of \$100 or more within three (3) business days of acceptance.

The letter should include the following:

- a. Name and address of donor
- b. Date of donation (received date)
- c. Amount of cash donation
- d. Purpose of the donation (if declared by donor or if known how it will be used)
- e. Acknowledgement that the donor did not receive any goods or services in return for the donation (i.e., book, dinner, etc.)
- f. County Federal Tax ID Number

Refer to Exhibit B for an example of a thank-you letter. Copies of thank-you letters should be forwarded promptly to the Auditor-Controller's Office at donations@countyofnapa.org. Letters should be sent to any donor who requests one, regardless of the amount of the donation.

2) Department managers may accept cash donations by any individual or organization totaling \$1,000 or less.

- a) No pre-approval is required from the Auditor-Controller's Office for this category of donations.
- b) Record and deposit each donation within three (3) business days of receipt – **Refer to Section C** for instructions on recording cash donations.
- c) If applicable, complete the thank-you letter as outlined in Section (B)(1) and email a copy to donations@countyofnapa.org.

3) Department heads may accept cash donations by any individual or organization of up to \$10,000.

- a) Complete the thank-you letter as outlined in Section (B)(1) and email a copy to

donations@countyofnapa.org.

- b) Upon acceptance by the Department Head, record and deposit the donation within three (3) business days. **Refer to Section C** for instructions on recording cash donations.

4) Acceptance of cash donations by any individual or organization in excess of \$10,000 requires approval by the Board of Supervisors.

- a) Prepare a Board agenda letter in Legistar for the next available Board of Supervisors (BOS) meeting.

The Board agenda letter should include the following:

1. Name of donor
2. Date of donation (received date)
3. Amount of cash donation
4. Purpose of the donation (if declared by donor or if known how it will be used)
5. Acknowledgement that the donor did not receive any goods or services in return for the donation (i.e., book, tape, dinner, etc.)
6. A copy of the thank-you letter

Wait for instructions from the Board of Supervisors on whether to accept or decline the donation – **Refer to Section F** for instruction on declined donations.

Upon acceptance by the Board of Supervisors, forward a copy of the approved board agenda letter to the Auditor-Controller's Office via donations@countyofnapa.org.

- b) Record and deposit the donation within three (3) business days of receiving Board of Supervisor approval – **Refer to Section C** for instructions on recording cash donations.

C. RECORDING CASH DONATION(S)

Cash donation(s) shall be recorded in revenue account 47500 Donations/Contributions within three (3) business days depending on receipt or approval requirements. Include the donation receipt number and/or donor's name, and, if applicable, any particular purpose outlined in the donation, in the deposit description.

D. ACCEPTANCE OF NON-CASH DONATIONS

When accepting non-cash donations such as gift cards, bus passes, dog food, blankets, etc., the same limits for acceptance and acknowledgment as outlined in **Section B (ACCEPTING CASH DONATIONS)** shall apply. Refer to Section E for guidance on how and when to record non-cash donations.

Stock Donations shall be promptly sent to the Treasurer who will arrange for the sale of the stocks and deposit the net proceeds into the appropriate account.

The only exception to the procedures in Section B is in how Non-Cash Donations are recorded (**Section E**), and no cash value is stated in the Thank You Letter. (*Refer to Section (B)(1)(d) and Exhibit B*)

E. RECORDING NON-CASH DONATION(S)

- 1) If non-cash donations are received, the department may consult with the Auditor-Controller's Office (ACO) to determine how the non-cash item should be recorded.
- 2) **Products donated that would normally be purchased with County funds**, shall be recorded in revenue account 47500 donations/contributions within three (3) business days depending on receipt or approval requirements and offset by the appropriate expense account.
 - a) Examples of non-cash donations which would normally be purchased with County funds include pet food for the animal shelter and mattresses for NCHA Farmworker Centers.
 - b) Donations of office furniture or equipment that would be purchased with County funds require an estimated value to be supported by a quoted fair market value, professional appraisal, etc., when recorded in the revenue and expense accounts.
 - c) When the estimated value of donated product(s) exceeds budget allocation, it may be necessary to complete a budget adjustment to offset the expense.
- 3) **Products donated that would not normally be purchased with County funds** are not recorded in revenue account 47500 donations/contributions but rather recorded and tracked outside of the general ledger.

Examples of non-cash donations that would not normally be purchased with County funds include gift cards for food, beverage, clothing, movies, etc.

- 4) Consult the ACO to determine the proper manner of recording donations of tangible assets with a fair market value over the County's capital asset threshold (e.g., artwork, vehicles, or trailers).
- 5) Gift cards/certificates/bus passes shall be recorded and tracked on a log (**refer to Exhibit B**) and the log is to be made available to the Internal Audit section of the Auditor-Controller's Office annually by July 10 reflecting the balances as of fiscal year-end June 30.

F. DECLINED DONATIONS

Upon notification from the Auditor-Controller's Office or based on the actions of the Board of Supervisors that the donation has been declined, the Department must:

- 1) Draft a letter within three (3) business days of receiving notification that the donation has been declined. The letter should express the County's appreciation and include an explanation that the donation was not accepted by the Auditor-Controller or the County's Board of Supervisors and if available, the reasons for declining the donation.
- 2) Return the donated item to the donor through certified-return receipt mail if it can be easily mailed (checks, money orders, or merchant gift cards, etc.) If the donation is cash or not easily mailed, then the decline letter should explain that the donor must retrieve the donation within two (2) weeks from the date of the decline letter. Contact the Auditor-Controller's office if donors do not retrieve declined donations.

G. REPORTING TO THE BOARD OF SUPERVISORS

Departments are required to report all cash and non-cash donations to the Internal Audit section of the Auditor-Controller no later than five (5) business days after quarter-end. Internal Audit will issue a report to the Board of Supervisors of the aggregated donations known to have been received by all Napa County departments. Department quarterly donation report should include the following:

- The total value of the cash donations received;
- The Department receiving and utilizing the donation; and
- Description of any non-cash donations received and estimated value.

H. SAFEGUARDING AND ACCOUNTABILITY

- 1) Cash donations awaiting acceptance approval from the Department Manager, Department Head, or the Board of Supervisors shall be kept in a locked box in a locked drawer or in a locked safe with limited access until deposited.
- 2) Non-cash, cash equivalent, donations such as merchant gift cards and bus passes shall be kept in a locked box in a locked drawer or safe with limited access and accounted for and tracked using a gift card/bus pass log – **Refer to Exhibit B for an example.**

- a) The initial entry should list the certificates, card numbers, or other specific identification of the non-cash items.

- b) Disbursement approval of the non-cash, cash equivalent items (i.e., merchant gift cards) will be provided in writing by a member of the Department staff that has been authorized by the Department Head or their designee.

After the distribution of the donation is approved, the merchant gift card number or identification of the non-cash item shall be logged out.

The written documentation shall be filed with the log indicating issuance.

- c) The dollar value balance on the log as of June 30th shall be reported to the Internal Audit section of the Auditor-Controller's Office within five (5) business days after year-end.
- d) The Internal Audit section of the Auditor-Controller's Office shall have the ability to examine the log, the merchant gift cards, and other non-cash items for safeguarding and accountability purposes.

I. DISPOSITION OF DONATION

- 1) In accordance with California Government Code Section 25355, the Board of Supervisors must approve the disposal of the property and any income derived from the donations for those lawful uses and purposes as are prescribed in the terms of the donation, bequest, or devise.

Board approval of the disposition of donations can occur through resolution or consent item.

- 2) Refer to the County's Capital Asset policy for the disposal of non-cash capital asset items.

J. DECLARED EMERGENCIES

- 1) Donations received during Declared Emergencies shall be coordinated with the Logistics Section Chief. The Auditor-Controller, as the Finance Section Chief, shall receive all cash donations directly and shall be provided all documentation for non-cash donations, including volunteer hours.
 - a) Cash Donations: All checks and back up documentation shall be routed directly to the Auditor-Controller for receipt, tracking and acknowledgement. Back up documentation shall include a donor contact name, business name if applicable, and address if not on the check itself.
 - b) Non-Cash Donations: Donations of goods should include back up documentation: this may include packing slips, zero-based invoices, written communication (including emails) providing any level of information regarding the donation, a donor contact name, business name if applicable, and address.
 1. General emergency donations of goods for countywide use (e.g., water, food, personal protective equipment) should be routed through the Logistics chief.
 2. Donations during declared emergencies of goods for a specific county function (e.g., pet food for the animal shelter) should be coordinated with the Logistics Section Chief to mitigate the potential for duplicative expenditures (e.g., animal shelter personnel should inform the Logistics Section Chief as donations of pet food come in to avoid the Logistics Section ordering unnecessary pet food).
- 2) During a declared emergency, the Auditor-Controller is responsible for depositing all cash received, sending all acknowledgment letters and tracking all donations. The donations will be reported during a public meeting when financial updates of the event are presented, or as part of the quarterly donation report to the Board.

**Exhibit A: Non-Cash, Cash Equivalent
Donations Log**

**Gift Card/Bus Pass Log
(Example)**

USE ONE FORM PER MERCHANT												
MERCHANT'S NAME GIFT CERTIFICATES / GIFT CARDS												
											SIGN OR INITIAL	
DATE IN	CERTIFICATE NUMBERS	QUANTITY RECEIVED	VALUE OF EACH CERTIFICATE	TOTAL VALUE	NUMBER OF CERTS ISSUED	ISSUED CERTIFICATE #S	REMAINING VALUE OF CERTIFICATES	DATE ISSUED	ISSUED TO	REQUESTOR AGENCY	APPROVED BY (SIGNATURE)	ISSUED BY (SIGNATURE)
7/3/2022	201 - 226	25	\$ 25.00	\$ 625.00	3	201-203	\$ 550.00	7/20/2022	T. SMITH	HHSA-MH		
					4	204-207	\$ 450.00	8/3/2022	C. JONES	HHSA-PH		
					5	208-213	\$ 325.00	8/6/2022	C. JONES	HHSA-PH		
					10	213-223	\$ 75.00	8/8/2022	P. CANN	HHSA-IHSS		
					3	224-226	\$ -	8/10/2022	P. CANN	HHSA-IHSS		
8/3/2022	530-560	30	\$ 25.00	\$ 750.00	1	530	\$ 725.00	8/12/2022	C. JONES	HHSA-PH		
					4	531-534	\$ 625.00	8/15/2022	T. SMITH	HHSA-MH		
(YOU MAY ALSO ASSIGN ONE CERTIFICATE # PER LINE)												
9/3/2022	735	4	\$ 250.00	\$ 1,000.00	1	735	\$ 750.00	9/5/2022	C. JONES	HHSA-PH		
	736				1	736	\$ 500.00	9/6/2022	P. CANN	HHSA-IHSS		
	737				1	737	\$ 250.00	9/10/2022	T. SMITH	HHSA-MH		
	738				1	738	\$ -	9/11/2022	C. JONES	HHSA-PH		

Exhibit B: Thank-you Letter Example

(Use Department letterhead)

Date

Name

Address

Dear Name,

Thank you very much for your generous gift of (cash amount or list of goods)* donated to the Department and/or Program on Date. We deeply appreciate your support and are very grateful for your active involvement in our success.

(Optional: Insert program/event information about where donations are/will be used)

Your donation may be tax deductible to the extent allowed by law per Internal Revenue Code Section 170(c)(1) and California Revenue and Taxation Code Section 24359. Napa County's Federal Tax Identification Number is 94-6000525. No goods or services were provided to you in exchange for your donation.

Sincerely,

Name of Department Head, Title

cc: Tracy A. Schulze
Napa County Auditor-Controller

**Do not include estimate value for non-cash donations! This is the responsibility of the donor for IRS purposes*

**EXHIBIT B: REDLINE OF PROPOSED REVISION TO PROCEDURE FOR THE
ACCEPTANCE AND DISBURSEMENT OF DONATIONS**

NAPA COUNTY

AUDITOR-CONTROLLER'S OFFICE

PROCEDURE FOR THE ACCEPTANCE AND DISBURSEMENT OF DONATIONS

SUBJECT Acceptance and Disbursement of Donations
Resolution No. ~~05-40, Issued August 1, 2005~~25-xx,
issued xx/xx/xxxx

REVISION DATE ~~10/01/2022~~xx/xx/xxxx

EFFECTIVE DATE ~~07/01/2023~~xx/xx/xxxx

DISTRIBUTION Department Heads
Department Managers
Financial Users

AUTHORIZED BY Tracy A. Schulze, Auditor-Controller

TS

OVERVIEW

Donations to Napa County are considered contributions and may be tax deductible in accordance with the Internal Revenue Code Section 170(c)(1) and California Revenue and Taxation Code Section 24359 if they are to be used for a public purpose.

Pursuant to California Government Code Section 25355 ~~and in accordance with Resolution No. 05-40,~~ the Board of Supervisors has delegated the responsibility to accept Donations (gifts, bequests or devises) ~~in the aggregate amount of \$1,000 or less, to the Auditor-Controller's Office (ACO) made by an individual or an organization in the amount of \$10,000 or less per quarter, to Department Heads, and the responsibility to accept Donations made by an individual or organization in the amount of \$1,000 or less per quarter to Department managers.~~

For donations made by an individual or organization in excess of ~~the aggregate amount of \$1~~\$10,000 per quarter, a request for acceptance is required to be filed with the Board of Supervisors describing the source and value of each gift, bequest or devise to be received.

Board Resolution No. ~~05-40 does not supersede~~25-xxx consolidates and supersedes the following:

1. Board of Supervisors Resolution No. 99-56, ~~revised~~adopted May 24, ~~2005, for 1995,~~ authorizing the Napa County Library Director to accept donations up to \$2,000 in general and up to \$5,000 from ~~various donors and the~~ Friends of the Library;
2. Board of Supervisors Resolution No. 05-40, adopted March 8, 2005, authorizing the Auditor-Controller to accept donations in the amount of \$1,000 or less per occurrence;
- ~~2.3.~~ Board of Supervisors Resolution No. 06-120, adopted on June 20, 2006 for the Health and Human Services Agency (HHSA) to accept donations on behalf of the Homeless Shelter;

~~3.4.~~ Board of Supervisors Resolution No. 08-171, adopted December 9, 2008, for the Health and Human Services Agency (HHSA) to accept donations on behalf of the Children's Recovery Center (CRC) and Child Welfare Services Division (CWS) ~~(Resolution 08-171); and~~

~~4. Board of Commissioners Resolution No. 07-05 (NCHA), adopted August 21, 2007 for the Napa County Housing Authority to accept and disburse donations.~~

Refer to ~~Exhibit A~~ for Board Resolution Summary.

CONTENTS

A. PRELIMINARY ASSESSMENT.....	3
B. ACCEPTANCE OF CASH DONATIONS.....	3
C. RECORDING CASH DONATION(S).....	8
D. ACCEPTANCE OF NON-CASH DONATIONS.....	8
E. RECORDING NON-CASH DONATION(S).....	8
F. DECLINED DONATIONS.....	9
G. REPORTING TO THE BOARD OF SUPERVISORS.....	10
H. SAFEGUARDING AND ACCOUNTABILITY.....	10
I. DISPOSITION OF DONATION.....	11
J. DECLARED EMERGENCIES.....	11
Exhibit A: Non-Cash, Cash Equivalent Donations Log.....	12
Exhibit B: Thank-you Letter Example.....	15

PROCEDURES

~~These procedures are to be followed by all County Departments unless stated otherwise for those County Departments in the Resolutions identified in 1-4 above for accepting donations.~~

All county departments are subject to the following procedural requirements.

A. PRELIMINARY ASSESSMENT

1) Type of Donation

- a) Cash – Cash, Checks and Money Orders
- b) Non-Cash – Merchant Gift Cards, Capital Assets, perishable and non- perishable goods, and equipment.

2) Appropriateness of Donation

Determine if the donation to be received can be utilized in accordance with statutes and County policy. The Department's representative in County Counsel ~~shall~~should be consulted if there are any questions regarding the utilization of the donation(s). If the donation has been received as a bequest, then the donation shall be used in accordance with the will of the decedent. Donations are to be used to enhance the well-being of the citizens of Napa County and operations of the County departments serving the citizens of Napa County.

B. ACCEPTANCE OF CASH DONATIONS

- ~~1) Acceptance of cash~~ Departments should send a thank-you letter for donations less than of \$100

~~a) No pre-approval required from Auditor-Controller's Office.~~

~~b) Record the donation **or more** within three (3) business days of receipt—Refer to Section 3 for instructions on recording cash donations.~~

~~c) Notify Auditor-Controller's Office via donations@countyofnapa.org by the 10th of the following month.~~

~~The notification should include the following:~~

- ~~1. Name of donor (or "anonymous")~~
- ~~2. Date of donation (received date)~~
- ~~3. Amount of cash donation~~
- ~~4. Purpose of the donation (if declared by donor or if known how it will be used)~~

~~d) The Department receiving individual donations or multiple donations from the same donor with an aggregate value greater than \$25 but less than~~

~~1) \$100, shall prepare a thank you letter to the donor within three (3) business days after acceptance has been obtained.~~

The ~~thank you~~ letter should include the following ~~(refer to Exhibit C):~~

- ~~1.a.~~ Name and address of donor
- ~~2.b.~~ Date of donation (received date)
- ~~3.c.~~ Amount of cash donation
- ~~4.d.~~ Purpose of the donation (if declared by donor or if known how it will be used)
- ~~5.e.~~ Acknowledgement that the donor did not receive any goods or services in return for the donation (i.e., book, dinner, etc.)
- ~~6.f.~~ County Federal Tax ID Number

~~NOTE: Cash donations under \$25 do not require Refer to Exhibit B for an example of a thank-you letter to. Copies of thank-you letters should be forwarded promptly to the Auditor-Controller's Office at donations@countyofnapa.org. Letters should be sent to ~~the~~any donor unless requested by who requests one, regardless of the donor.~~

~~e) Forward a copy amount of the thank you letter to the Auditor-Controller's Office via donations@countyofnapa.org.~~

2) Acceptance of **Department managers may accept cash donations between \$100 to by any individual or organization totaling \$1,000 or less.**

a) ~~Notify~~ No pre-approval is required from the Auditor-Controller's Office via donations@countyofnapa.org on the day cash donation is received and not yet deposited for this category of donations.

The notification should include the following:

- ~~1. Name (or "anonymous")~~
- ~~2. Date of donation (received date)~~
- b) Amount of Record and deposit each donation within three (3) business days of receipt – Refer to Section C for instructions on recording cash donations.
- c) If applicable, complete the thank-you letter as outlined in Section (B)(1) and email a

copy to donations@countyofnapa.org.

3. Department heads may accept cash donation

4. Purpose of the donation (if declared by donor or if known how it will be used)

b) Auditor Controller's Office will provide written feedback within three (3)

~~3) business day(s) on whether the donation may be accepted or declined on behalf of Napa County. Refer to Section F for instruction on declined donations by any individual or organization of up to \$10,000.~~

~~a) Complete the thank-you letter as outlined in Section (B)(1) and email a copy to donations@countyofnapa.org.~~

~~e)b) Upon acceptance by the Auditor-Controller's Office Department Head, record and deposit the donation within three (3) business days after acceptance has been obtained – Refer to Section C for instructions on recording cash donations.~~

~~d) The Department receiving individual donations or multiple donations from the same donor with an aggregate value between \$100 to \$1,000, shall prepare a thank you letter to the donor within three (3) business days after acceptance has been obtained.~~

~~The thank you letter should include the same information as outlined in Section B: 1 d- (refer to Exhibit C)~~

~~e) Forward a copy of the thank you letter to the Auditor-Controller's Office via donations@countyofnapa.org.~~

3)4) Acceptance of cash donations greater than \$1 by any individual or organization in excess of \$10,000 requires approval by the Board of Supervisors.

a) Prepare a ~~board~~**Board** agenda letter in Legistar for the next available Board of Supervisors (BOS) meeting.

The ~~board~~**Board** agenda letter should include the following:

1. Name of donor
2. Date of donation (received date)
3. Amount of cash donation
4. Purpose of the donation (if declared by donor or if known how it will be used)
5. Acknowledgement that the donor did not receive any goods or services in return for the donation (i.e., book, tape, dinner, etc.)

6. A copy of the thank-you letter

Wait for instructions from the Board of Supervisors on whether to accept or decline the donation – **Refer to Section F** for instruction on declined donations.

Upon acceptance by the Board of Supervisors, forward a copy of the approved board agenda letter to the Auditor-Controller's Office via donations@countyofnapa.org.

b) Record and deposit the donation within three (3) business days of receiving Board of Supervisor approval – **Refer to Section C** for instructions on recording cash donations.

- ~~c) The Department receiving individual donations or multiple donations from the same donor with an aggregate value greater than \$1,000, shall prepare a thank you letter to the donor within three (3) business days after acceptance has been obtained.~~

~~The thank you letter should include the same information as outlined in Section B: 1-d (refer to Exhibit C)~~

- ~~d)a) Forward a copy of the thank you letter to the Auditor Controller's Office via donations@countyofnapa.org.~~

C. RECORDING CASH DONATION(S)

Cash donation(s) shall be recorded in revenue account 47500 Donations/Contributions within three (3) business days depending on receipt or approval requirements. Include the customer donation receipt number and/or donor's name, and, if applicable, any particular purpose outlined in the donation, in the deposit description.

D. ACCEPTANCE OF NON-CASH DONATIONS

When accepting non-cash donations such as gift cards, bus passes, dog food, blankets, etc., the same procedures limits for acceptance and acknowledgment as outlined in **Section B (ACCEPTING CASH DONATIONS)** shall ~~be followed~~ apply. Refer to Section E for guidance on how and when to record non-cash donations.

Stock Donations shall be promptly sent to the Treasurer who will arrange for the sale of the stocks and deposit the net proceeds ~~in~~ into the appropriate account.

The only exception to the procedures in Section B is in how Non-Cash Donations are recorded (**Section E**), and no cash value is stated in the Thank You Letter. (~~Refer to Section (B:)(1)-(d)~~ and Exhibit CB)

E. RECORDING NON-CASH DONATION(S)

- 1) If non-cash donations are received, the department ~~shall~~ may consult with ~~its assigned County Executive Office (CEO) Management Analyst and~~ the Auditor-Controller's Office (ACO) to determine how the non-cash item should be recorded.
- 2) **Products donated that would normally be purchased with County funds**, shall be recorded in revenue account 47500 donations/contributions within three (3) business days depending on receipt or approval requirements and offset by the appropriate expense account.

- a) ~~Examples of non-cash donations which would normally be~~
 - a) ~~purchased with County funds include pet food for the animal shelter and mattresses/trailers for NCHA Farmworker Centers.~~
 - b) ~~An~~ Donations of office furniture or equipment that would be purchased with County funds require an estimated value ~~is~~ to be supported by a quoted fair market value, professional appraisal, etc., when recorded in the revenue and expense accounts.
 - c) When the estimated value of donated product(s) exceeds budget allocation, it may be necessary to complete a budget adjustment to offset the expense.
- 3) **Products donated that would not normally be purchased with County funds** are not recorded in revenue account 47500 donations/contributions but rather recorded and tracked outside of the general ledger.

Examples of non-cash donations that would not normally be purchased with County funds include gift cards for food, beverage, clothing, movies, etc.

- 4) Consult the ACO to determine the proper manner of recording donations of tangible assets with a fair market value over the County's capital asset threshold (e.g., artwork, vehicles, or trailers).
- 4)5) Gift cards/certificates/bus passes shall be recorded and tracked on a log (refer to Exhibit B) and the log is to be made available to the Internal Audit section of the Auditor-Controller's Office annually by July 10 reflecting the balances as of fiscal year-end June 30, 20XX.

F. DECLINED DONATIONS

Upon notification from the Auditor-Controller's Office or based on the actions of the Board of Supervisors that the donation has been declined, the Department must:

- 1) Draft a letter within three (3) business days of receiving notification that the donation has been declined. The letter should express the County's appreciation and include an explanation that the donation was not accepted by the Auditor-Controller or the County's Board of Supervisors and if available, the reasons for declining the donation.
- 2) Return the donated item to the donor through certified-return receipt mail if it can be easily mailed (checks, money orders, or merchant gift cards, etc.) If the donation is cash or not easily mailed, then ~~request, within~~ the decline letter, should explain that the donor must retrieve the donation within two (2) weeks from the date of the decline letter. Contact the Auditor-Controller's office if donors do not retrieve declined donations.

G. REPORTING TO THE BOARD OF SUPERVISORS

~~At the end of each quarter, Departments are required to report all cash and non-cash donations to the Internal Audit section of the Auditor-Controller's Office. Controller no later than five (5) business days after quarter-end. Internal Audit will prepare issue a report to the Board of Supervisors on all of the aggregated donations known to have been received by all Napa County Departments.~~

~~The departments. Department~~ quarterly donation report ~~will~~ should include the following:

- ✓● The total value of the cash donations received;
- ✓● The Department receiving and utilizing the donation; and
- Description of any non-cash donations received and estimated value.

H. SAFEGUARDING AND ACCOUNTABILITY

- 1) Cash donations awaiting acceptance approval from the ~~Auditor-Controller's Office~~ Department Manager, Department Head, or the Board of Supervisors shall be kept in a locked box in a locked drawer or in a locked safe with limited access until deposited.
- 2) Non-cash, cash equivalent, donations such as merchant gift cards; and bus passes ~~and other non-cash items~~ shall be kept in a locked box in a locked drawer or safe with limited access and accounted for and tracked using a gift card/bus pass log – **Refer to Exhibit B for an example.**
 - a) The initial entry should list the certificates, card numbers, or other specific identification of the non-cash items.
 - b) Disbursement approval of the non-cash, cash equivalent items (i.e., merchant gift cards ~~and other non-cash items~~) will be provided in writing by a member of the Department staff that has been authorized by the Department Head or their designee.

After the distribution of the donation is approved, the merchant gift card number or identification of the non-cash item shall be logged out.

The written documentation shall be filed with the log indicating issuance.

- c) The dollar value balance on the log as of June 30th shall be reported to the Internal Audit section of the Auditor-Controller's Office within five (5) business days after year-end.
- d) The Internal Audit section of the Auditor-Controller's Office, shall have the ability to examine the log, the merchant gift cards, and other non-cash items for safeguarding and accountability purposes.

I. DISPOSITION OF DONATION

- 1) In accordance with California Government Code Section 25355, the Board of Supervisors must approve the disposal of the property and any income derived from the donations for those lawful uses and purposes as are prescribed in the terms of the donation, bequest, or devise.

Board approval of the disposition of donations can occur through resolution or consent item.

- 2) Refer to the County's Capital Asset policy for the disposal of non-cash capital asset items.

J. DECLARED EMERGENCIES

- 1) Donations received during Declared Emergencies shall ~~go through~~ be coordinated with the Emergency Operations Center protocols Logistics Section Chief. The Auditor-Controller, as the Finance Section Chief, shall receive all cash donations directly and shall be provided all documentation for non-cash donations, including volunteer hours.

- a) Cash Donations: All checks and back up documentation shall be routed directly to the Auditor-Controller for receipt, tracking and acknowledgement. Back up documentation shall include a donor contact name, business name if applicable, and address if not on the check itself.

- b) Non-Cash Donations: ~~All donations~~ Donations of goods ~~are to be routed through Logistics who will receive the goods and obtain all required~~ should include back up documentation. ~~Documentation includes, but is not limited to;~~ this may include packing slips, zero-based invoices, written communication (including emails) providing any level of information regarding the donation, a donor contact name, business name if applicable, and address.

1. The General emergency donations of goods for countywide use (e.g., water, food, personal protective equipment) should be routed through the Logistics chief.

2. Donations during declared emergencies of goods for a specific county function (e.g., pet food for the animal shelter) should be coordinated with the Logistics Section Chief to mitigate the potential for duplicative expenditures (e.g., animal shelter personnel should inform the Logistics Section Chief as donations of pet food come in to avoid the Logistics Section ordering unnecessary pet food).

- ~~2)~~ During a declared emergency, the Auditor-Controller is responsible for depositing all cash received,

- 2) sending all acknowledgment letters and tracking all donations. The donations will be reported during a public meeting when financial updates of the event are presented, or as part of the quarterly donation report to the Board.

Exhibit A

Board Resolution Summary

Gift Card/Bus Pass Log (Example)

USE ONE FORM PER MERCHANT												
MERCHANT'S NAME GIFT CERTIFICATES / GIFT CARDS												
												SIGN OR INITIAL
DATE IN	CERTIFICATE NUMBERS	QUANTITY RECEIVED	VALUE OF EACH CERTIFICATE	TOTAL VALUE	NUMBER OF CERTS ISSUED	ISSUED CERTIFICATE #S	REMAINING VALUE OF CERTIFICATES	DATE ISSUED	ISSUED TO	REQUESTOR AGENCY	APPROVED BY (SIGNATURE)	ISSUED BY (SIGNATURE)
7/3/2022	201 - 226	25	\$ 25.00	\$ 625.00	3	201-203	\$ 550.00	7/20/2022	T. SMITH	HHSA-MH		
					4	204-207	\$ 450.00	8/3/2022	C. JONES	HHSA-PH		
					5	208-213	\$ 325.00	8/6/2022	C. JONES	HHSA-PH		
					10	213-223	\$ 75.00	8/8/2022	P. CANN	HHSA-IHSS		
					3	224-226	\$ -	8/10/2022	P. CANN	HHSA-IHSS		
8/3/2022	530-560	30	\$ 25.00	\$ 750.00	1	530	\$ 725.00	8/12/2022	C. JONES	HHSA-PH		
					4	531-534	\$ 625.00	8/15/2022	T. SMITH	HHSA-MH		
(YOU MAY ALSO ASSIGN ONE CERTIFICATE # PER LINE)												
9/3/2022	735	4	\$ 250.00	\$ 1,000.00	1	735	\$ 750.00	9/5/2022	C. JONES	HHSA-PH		
	736				1	736	\$ 500.00	9/6/2022	P. CANN	HHSA-IHSS		
	737				1	737	\$ 250.00	9/10/2022	T. SMITH	HHSA-MH		
	738				1	738	\$ -	9/11/2022	C. JONES	HHSA-PH		

	ACO- Approval	ACO- Approval	BOS- Approval	HHSA- Director	Library- Director	ACO-to- Report
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Summary of Board Actions by Dept.	Not-Required	Required	I-Required	Approval Required	Approval Required	Quarterly to BOS
Auditor-Controller Resolution 05-40 (All Departments NOT included in Resolutions below)						
•Donations less than \$100	X					*
•Donations \$100—\$1,000		X				X
•Donations more than \$1,000			X			X
HHSA—Children’s Recovery Center and Child Welfare Services-Division Resolution 08-171						
•Donations \$1,000 or less	X			X		X
•Donations more than \$1,000 and up to and including \$10,000 that are not fixed assets	X			X		X
•Donations more than \$10,000 and fixed assets (\$5,000 or more)	X		X			X
HHSA—South Napa Center (Homeless Shelter) Resolution 06-120 (6/20/2006)						
•Donations \$1,000 or less	X			X		X
•Donations over \$1,000 and up to and including \$10,000 that are not fixed assets	X			X		X
•Donations more than \$10,000 and fixed assets (\$5,000 or more)	X		X			X
Library Resolution 99-56						
•Donations \$10,000 or less from Friends of the Library groups	X				X	X
•Donations more than \$10,000 from Friends of the Library groups	X		X			X
•Donation \$2,000 or less from other donors	X				X	X
•Donation more than \$2,000 from other donors	X		X			X
•Fixed Asset Donations \$3,000 or less	X				X	X
•Fixed Asset Donations more than \$3,000	X		X			X
NCHA Resolution 07-05 (Board of Commissioners 8/21/2007)						
•No acceptance limit. Reporting requirements are based on code.	X					X

: Non-Cash, Cash Equivalent Donations
Log

Exhibit B

Gift Card/Bus Pass Log (Example)

USE ONE FORM PER MERCHANT												
MERCHANT'S NAME												
GIFT CERTIFICATES / GIFT CARDS												
SIGN OR INITIAL												
DATE IN	CERTIFICATE NUMBERS	QUANTITY RECEIVED	VALUE OF EACH CERTIFICATE	TOTAL VALUE	NUMBER OF CERTS ISSUED	ISSUE DATE CERTIFICATE #S	REMAINING VALUE OF CERTIFICATES	DATE ISSUED	ISSUED TO	REQUIRE ESTOPE R- AGE NCY	APPROVED BY (SIGNATURE)	ISSUED BY (SIGNATURE)
7/3/2022	201-226	25	\$ 25.00	\$ 625.00	3	201-203	\$ 550.00	7/20/2022	T. SMITH	HHSA-MH		
					4	204-207	\$ 450.00	8/3/2022	C. JONES	HHSA-PH		
					5	208-213	\$ 325.00	8/6/2022	C. JONES	HHSA-PH		
					10	213-223	\$ 75.00	8/8/2022	P. CANN	HHSA-IHSS		
					3	224-226	\$	8/10/2022	P. CANN	HHSA-IHSS		
8/3/2022	530-560	30	\$ 25.00	\$ 750.00	1	530	\$ 725.00	8/12/2022	C. JONES	HHSA-PH		
					4	531-534	\$ 625.00	8/15/2022	T. SMITH	HHSA-MH		

(YOU MAY ALSO ASSIGN ONE CERTIFICATE # PER LINE)

9/3/2022	735	4	\$ —250.0 0	\$— 1,000.00	+	735	\$ —750.0 0	9/5/202 2	C. JONES	HHSA- PH		
	736				+	736	\$ —500.0 0	9/6/202 2	P. CANN	HHSA- HSS		
	737				+	737	\$ —250.0 0	9/10/20 22	T. SMITH	HHSA- MH		
	738				+	738	\$—	9/11/20 22	C. JONES	HHSA- PH		

: Thank ~~You-you~~ Letter (Example)

(Use Department letterhead)

Date

Name-

Address 1

Address 2-

Dear Name,

Thank you very much for your generous gift of (cash amount or list of goods)* donated to the Department and/or Program on Date. We deeply appreciate your support and are very grateful for your active involvement in our success.

(Optional: Insert program/event information about where donations are/will be used)

Your donation may be tax deductible to the extent allowed by law per Internal Revenue Code Section 170(c)(1) and California Revenue and Taxation Code Section 24359. Napa County's Federal Tax Identification Number is 94-6000525. No goods or services were provided to you in exchange for your donation.

Sincerely,

Name of Department Head, Title

cc: Tracy A. Schulze
Napa County Auditor-Controller

**Do not include estimate value for non-cash donations! This is the responsibility of the donor for IRS purposes*



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1275

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Alfredo Larranaga, Risk and Safety Officer
SUBJECT: Digital Accessibility Compliance Software

RECOMMENDATION

Approve and authorize Agreement No. 260063B with Allyant not to exceed \$125,000 for a term of August 1, 2025, to June 30, 2026, and \$60,000 annually for years two through five for digital accessibility compliance software. (Fiscal Impact: \$125,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Two federal regulations are pushing entities to improve digital accessibility for those with disabilities. Both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG) regulate online communication platforms that offer public facing services. Staff with the County Executive's office, County Counsel, Information Technology Services, and Human Resources assessed the County's compliance status and researched options for improvement by the effective date of April 2026.

County Communications include a primary website, ancillary websites, and social media platforms. The third-party providers (CivicPlus, Instagram, etc) assure that their frameworks are compliant; however, county staff prepare all documents, images, and correspondence that are shared with the public on the sites. Compliance primarily requires labeling images, using minimum font sizes, and contrasting colors. Additionally, the County uses about fifty software programs to engage with constituents that are also subject to the regulations. Some program applications are built and maintained by third parties, and some are developed in-house.

Staff recommends the County contract with Allyant for four services for year one. The first service will scan the County's communications platforms and identify instances of non-compliance. Staff will review the instances and request the contractor remediate priority documents, the second service. The third service is to acquire fifty licenses for a remediation tool, CommonLook, that will be assigned to users in the departments. Staff will remediate the non-priority documents in year one and documents going forward. The fourth service is

providing training sessions to application and social media developers. The scope of work for years two through five maintains software and licenses and provides for complex remediation and staff training as needed. The agreement with Allyant is not to exceed \$125,000 from August 1, 2025-June 30, 2026, \$60,000 for year two, and option for three annual extensions not to exceed \$60,000.

Recommended Action: Approve and authorize Agreement No. 260063B with Allyant.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund - Central Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Accessibility for all constituents is a priority. While federal regulations are pushing entities to improve digital accessibility for those with disabilities, the County is making strides to be in compliance before the effective date of April 2026.
Is the general fund affected?	Yes
Future fiscal impact:	Costs will continue to be budgeted and ITS will administer this software in future years.
Consequences if not approved:	Documents and applications may limit accessibility for constituents with disabilities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

**NAPA COUNTY AGREEMENT NO. 260063B
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of August, 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and A360 Enterprises, LLC, doing business as Allyant, whose address is 806 Commerce Park Drive. Ogdensburg, NY 13669, hereinafter referred to as “Consultant.”

RECITALS

A. County wishes to obtain professional services in order to maintain digital accessibility compliance with WCAG 2.2 Level AA and related standards, including live accessibility auditing, expert consulting, document remediation software, detailed reporting, and ongoing support.

B. Consultant was selected to provide these specialized professional services after an informal competitive process.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to County 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, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Standard of Care. Consultant 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. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within 180 days after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. . If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the efficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County provided that Consultant may make unilateral changes in its key personnel in the event of termination of employment, sickness, disability or death.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of County 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 nonemployees of County 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 July 22, 2027, unless terminated earlier in accordance with this Article. The term of this Agreement shall be automatically renewed for an additional year at the end of each calendar year, under the terms and conditions then in effect, not to exceed three (3) 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.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement. Notwithstanding the foregoing, if County terminates pursuant this Section 2.3 County shall not be entitled to any refund of any fees paid for its annual license to the HUB Platform or its annual CommonLook software license subscription and shall pay all remaining unpaid committed fees for the balance of the then current subscription year.

2.4 Termination for Cause. County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement and fails to cure such default. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 30 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. Consultant may terminate this Agreement for default if County fails to satisfactorily perform any material obligation required by this Agreement and fails to cure such within 30 days of receiving written notice from Consultant specifying the nature of the default. The rights and remedies of County and Consultant enumerated in this paragraph are in addition to and independent of County's and Consultant's rights under any other provision of this Agreement and any right or remedy available to County or Consultant at law or in equity.

2.4.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement,

the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.5 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 in accordance with the provisions of this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed one hundred, twenty-five thousand dollars (\$125,000) in the first year, and sixty thousand dollars (\$60,000) in each subsequent year of the contract, with the five (5) year total not to exceed three hundred, sixty-five thousand dollars (\$365,000). 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. Consultant may submit one invoice per year for yearly subscription services, in advance, and one invoice per quarter for Ongoing Accessibility Support and optional services, in arrears for services provided, to the Risk and Safety Officer, who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work

completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors provided County shall not be entitled to any refund of any fees paid for its annual license to the HUB Platform or its annual CommonLook software license subscription and shall pay all remaining unpaid committed fees for the balance of the then current subscription year.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant 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. Consultant shall require its subconsultants 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, Consultant shall defend at its own expense, indemnify, and hold harmless County 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 real or tangible property, arising from all negligent or intentional acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants 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 County. 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 Intellectual Property Indemnification. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against all liability, claims, actions, proceedings, losses, injuries, damages and expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought by or on account of any third-party alleging that the use of software provided by Consultant to County infringes or misappropriates the third party's intellectual property rights, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the County's modification of such software not approved by Consultant or use of software other than as permitted by this Agreement or combination of the software with other materials not provided by Consultant (to the extent such combination is what caused the infringement). County shall promptly provide Consultant with prompt written notice of such claim, tender to Consultant the defense or settlement of such claim at Consultant's expense. County shall cooperate with Consultant in the investigation and disposition of any claim alleging infringement or misappropriation of a third party's intellectual property rights.

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

5.4 Enforcement Costs. Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 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. Consultant shall to the extent applicable comply, and require its employees and subconsultants 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.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. Consultant 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. Consultant 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 the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant 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. Consultant 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. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

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 Consultant and County. 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 County's recommendation of settlement may be subject to the approval of the Board of Supervisors. 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. Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within

10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant 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

Assistant Chief Executive Officer
Napa County Executive Office
1195 Third St, Suite 310.
Napa, CA. 94599.
becky.craig@countyofnapa.org

CONSULTANT

A360 Enterprises, LLC.
DBA Allyant
806 Commerce Park Drive.
Ogdensburg, NY 13669
legal@Allyant.com

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County 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 County.
- 9.4.4 Consultant'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 County and Consultant 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 such party and their subconsultants, 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 Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. For the purpose of this Agreement, "Confidential Information" means non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, or any other information which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party or which is of a confidential nature even though not specifically so designated. Confidential Information will not, however,

include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (iv) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Each of the parties agrees: (a) not to disclose any of the other party's Confidential Information to any third parties except as mandated by law and except to those agents, advisors, or subcontractors who have a reasonable need to access such information, and who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (b) not to use any of the other party's Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (c) to keep the other party's Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. If a party is required by law to disclose the other party's Confidential Information, it will promptly notify the other party (providing notice prior to disclosure if permitted by law), and provide reasonable assistance in seeking protection of such Confidential Information. Upon termination or expiration of this Agreement the receiving party will promptly return or destroy all of the disclosing party's Confidential Information in its possession. This section shall survive termination of this Agreement.

9.9 Insolvency. Consultant shall notify County if Consultant 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 County contract numbers and contracting offices for all County 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 Consultant 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 Limitation of Liability. Except to the extent prohibited by the Constitution or the laws of the State of California and except for a violation by a party of the other party's intellectual property rights or a party's gross negligence or willful misconduct, (a) neither party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential, or exemplary damages, including lost profits and costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages and (b) the total cumulative liability of Consultant to the County for any and all claims and damages under this Agreement, whether arising by statute, contract, tort, or otherwise, will not exceed the policy limits for the liability insurance coverages identified in Exhibit "C" to this Agreement.

9.19 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval except as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.20 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.

9.21 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.

9.22 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

A360 Enterprises, LLC.

By _____
Ariel Kunar, President

By _____
Anthony Carty, CFO

NAPA COUNTY, a political subdivision of
the State of California

By _____
Anne Cottrell, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>July 18, 2025</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 SERVICES

I. Description of Goods and/or Services

Consultant shall provide professional services in order to maintain digital accessibility compliance with WCAG 2.2 Level AA and related standards, including live accessibility auditing, expert consulting, document remediation software, detailed reporting, and ongoing support in accordance with Consultant's proposal dated Revision July 3rd, 2025, which is hereby incorporated into Exhibit A by reference.

II. Schedule

Consultant shall perform the Scope of Services in accordance with the schedule set forth in Consultant's proposal dated Revision July 3rd, 2025, which is hereby incorporated into Exhibit A by reference.



Digital & Document Accessibility

Statement of Work

County of NAPA (County)

Provided by A360 Enterprises, LLC (dba Allyant) (Consultant)

Contact Information:

Elena Deguzman
edeguzman@allyant.com

Rev July 3rd, 2025

This pricing is valid for 30 Days from proposal date.

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Overview

Consultant is providing this proposal to County (“Client”) in order to help you assess, develop/remediate and report on digital accessibility to conform to WCAG 2.2, Level AA guidelines and mitigate risk. This effort will be led by experienced, live accessibility auditors and consultants. This document outlines the steps required to create a full and successful experience for all.

Consultant is in a unique position to help County through this process by providing:

1. **Experienced Accessibility Engineers**, both sighted and native screen reader auditors to fully assess websites, mobile apps, IoT products, kiosks & other digital platforms. This approach is far superior to automated tools which only test for a fraction of the WCAG success criteria, return many false positives and are limited in their ability to accurately test for usability and/or compliance.
2. **Detailed Reporting** via the [Allyant HUB](#), a fully accessible customer portal, to help all members of your team manage your digital accessibility project(s), get training and track progress.
3. The **Allyant HUB Audit & QA Reports** provide accessibility issues, screenshots, severity, an estimated level of effort to fix and most importantly: practical, developer-focused remediation solutions, built-in Help Desk & links to a Knowledge Base for additional learning per issue.
4. A **Customer Success Manager (CSM)** is assigned to every Consultant Client, bringing senior-level staff to help plan, facilitate and consult throughout the remediation effort, keeping the process as smooth and efficient as possible so that your goals are achieved. We also offer a higher level of Design and Development Support, which is leveraged by those organizations tackling the most difficult equitable access problems within complex digital products.
5. Further, **Consultant’s Legal Support Group** pioneered the service of helping clients navigate through any legal notifications like demand letters, and complaints, and filed lawsuits to test claims and support them through defense strategy

Audit Scope

The following scope was created upon review of the digital properties outlined in this Statement of Work. It is intended to capture all unique templates, components, key user flows, and functionality currently deployed on the digital product. These recommendations are based on a thorough review of the digital product by the Consultant’s proposal team, coupled with historic project data, and vast accessibility expertise.

The scope is meant to be a **collaborative effort between County and Consultant** to ensure it includes an accurate representation of your team’s accessibility goals and the overall project plan.

https://www.countyofnapa.org/	URL
Home Page	https://www.countyofnapa.org/
About Us	https://www.countyofnapa.org/897/About-Us
Directory	https://www.countyofnapa.org/directory.aspx
Staff Directory Behavioral Health Services	https://www.countyofnapa.org/Directory.aspx?did=165

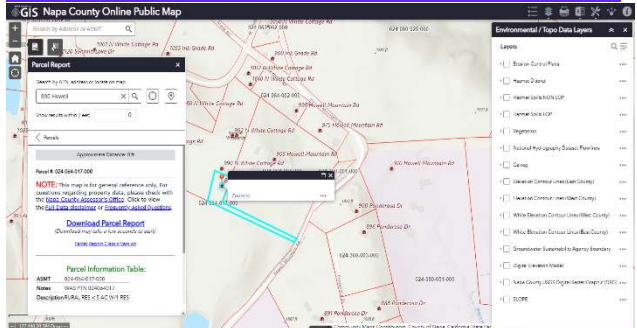
Alcohol and Drug Services	https://www.countyofnapa.org/160/Alcohol-and-Drug-Services-ADS
Board of Supervisors <ul style="list-style-type: none"> ○ Meet The Board ○ Contact My Supervisor ○ How Do I? 	https://www.countyofnapa.org/2116/Board-of-Supervisors
Napa County Fire Department <ul style="list-style-type: none"> ○ Highlights ○ Popular Links 	https://www.countyofnapa.org/3454/Napa-County-Fire-Department
Human Resources	https://www.countyofnapa.org/711/Human-Resources
Victims' Rights	https://www.countyofnapa.org/1150/Victims-Rights
Calendar Month	https://www.countyofnapa.org/calendar.aspx?CID=22&Keywords=&startDate=&endDate=&
Calendar List	https://www.countyofnapa.org/calendar.aspx?CID=22&Keywords=&startDate=&endDate=&
Facilities	https://www.countyofnapa.org/Facilities
Facilities 650 Imperial Way	https://www.countyofnapa.org/Facilities/Facility/Details/650-Imperial-Way-121
Children's Resources	https://www.countyofnapa.org/878/Childrens-Resources
Sitemap	https://www.countyofnapa.org/sitemap
Countywide Communications	https://www.countyofnapa.org/1522/Countywide-Communications
Notify Me	https://www.countyofnapa.org/list.aspx?Mode=Subscribe
Form Center	https://www.countyofnapa.org/FormCenter/Web-Master-10/Contact-the-Webmaster-50
Document Center	https://www.countyofnapa.org/DocumentCenter
Search Results (search query 'county') <ul style="list-style-type: none"> ○ Site Content ○ Municipal Code 	https://www.countyofnapa.org/Search?searchPhrase=county&pageNumber=1&perPage=10&departmentId=-1
Accessibility Statement	https://www.countyofnapa.org/2680/Accessibility


Single-Page domains	URL
Garden Application & Admin Tool	https://services.countyofnapa.org/gardenApplication/Default.aspx
Voter Information (Public)	https://app.countyofnapa.org/VoterInfo

Single-Page domains	URL
FBN Search Search results	https://app.countyofnapa.org/FBNSearch
AgendaNet Search	https://app.countyofnapa.org/AgendaNetSearch
PDF Editor	https://services.countyofnapa.org/PdfEditor
Marriage License	https://services.countyofnapa.org/MarriageLicense
Official Records Search results	https://services.countyofnapa.org/OfficialRecords
Filed Map Search Location Filed Map – Title Filed Map – Book and Page Assessor Map Corner Record	https://services.countyofnapa.org/FiledMapSearch
Job Salary Schedules	https://services.countyofnapa.org/SalarySchedules/
AgendaNet (Public)	https://services.countyofnapa.org/AgendaNet/
AgendaNet Search Meeting Archives	https://services.countyofnapa.org/AgendaNet/MeetingArchive.aspx?TID=11&StartDate=12/31/9999
AgendaNet Search Meeting Document	https://services.countyofnapa.org/AgendaNet/GranicusMeetingDocuments.aspx?id=4006
Accessibility Statement	TBD
https://services.countyofnapa.org/CJNetWeb	URL
CJNet Internet	https://services.countyofnapa.org/CJNetWeb
Online Warrant Search Search results	https://services.countyofnapa.org/CJNetWeb/WarrantSearch
Public Booking Report reCAPTCHA Check	https://services.countyofnapa.org/CJNetWeb/Public/BookingReport
Accessibility Statement	TBD

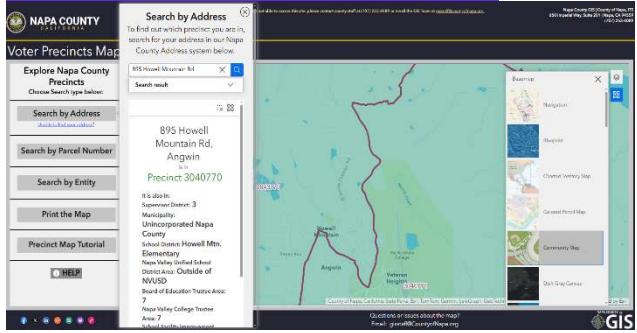
https://app.countyofnapa.org/PetAdoptions/en/PetAdoptions	URL
Pet Adoptions	https://app.countyofnapa.org/PetAdoptions/en/PetAdoptions
Amelia	https://app.countyofnapa.org/PetAdoptions/Animal/48956/Amelia

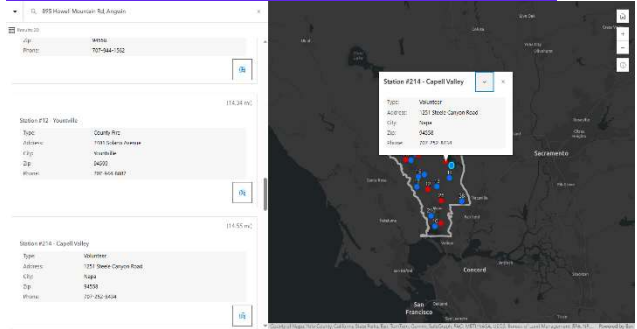
Accessibility Statement	TBD
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Napa County Online Public Map	URL
Landing Page - Search results (search query '895 Howell')	https://gis.countyofnapa.org/portal/apps/webappviewer/index.html?id=0bbafe490c58430da719ff851c78b7fa 
Accessibility Statement	TBD

Parcel Lookup and Parcel Report	URL
Landing Page	https://napacounty.maps.arcgis.com/apps/instant/nearby/index.html?appid=fcbc684ce24f4220b1fa383bdeed2371
Search results (search query '895 Howell', search radius 1,000ft)	https://napacounty.maps.arcgis.com/apps/instant/nearby/index.html?appid=fcbc684ce24f4220b1fa383bdeed2371&findSource=0&find=895%2520Howell&sliderDistance=1000 
Accessibility Statement	TBD

Precinct Explorer	URL
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Landing Page	https://experience.arcgis.com/experience/42bdccccff784d29a1e8a0f7abb05aff
Search results (search query '895 Howell')	https://experience.arcgis.com/experience/42bdccccff784d29a1e8a0f7abb05aff/page/Home-Page#data_s=id%3AdataSource_4-Addresses_Main_All_4549%3A13820516 
Accessibility Statement	TBD

Fire Status Lookup App	URL
Landing Page	https://napacounty.maps.arcgis.com/apps/instant/nearby/index.html?appid=d0c7f34c714b4de49eac1b998d0c9bb8
Search results (search query '895 Howell')	https://napacounty.maps.arcgis.com/apps/instant/nearby/index.html?appid=d0c7f34c714b4de49eac1b998d0c9bb8&findSource=0&find=895%2520Howell%2520Mountain%2520Rd%252C%2520Angwin&level=9 
Accessibility Statement	TBD

The Allyant Process

The Allyant Roadmap is a proven process distilled from thousands of accessibility projects over years of industry-leading services provided to clients across all business verticals around the world. This approach

will lead your organization to become digitally accessible, as quickly as possible, while working with your specific needs, development processes and available resources.

Accessibility Audit

Consultant will conduct a manual disabled-user audit of the digital properties outlined in the [Audit Scope](#). The accessibility audit satisfies requirements for screen readers, visual, hearing and cognitive impairment, and keyboard-only users using standards established in [WCAG 2.2 Level AA](#).

The Audit Reports delivered via the Allyant HUB provide your team with the information necessary to remediate any accessibility concerns and serve as the governance tool for tracking your progress of this business compliance requirement. Consultant will provide the following assistance and deliverables with the audit:

1. Audit Issue Report
 - a. URL, mobile view or component audited
 - b. Specific non-compliant elements on each & the WCAG guideline(s) it violates
 - c. User audience affected by the issue (e.g., screen reader, keyboard-only, hearing impaired, color contrast)
 - d. A detailed recommendation to remediate each issue
 - e. Priority level for fixing the issue
 - f. Link to the related Allyant HUB Knowledge Base articles
 - g. Screenshots where appropriate
2. Audit Summary Report
 - a. A narrative document summarizing the audit and highlighting common issues that were found, steps of the recommended remediation plan and an estimated level of effort
 - b. Global issues and suggestions that would improve ongoing maintenance, Search Engine Optimization, overall usability and more

Allyant HUB Access

The HUB is your personalized customer portal and is provided to authorized users within your organization and partner organizations. In the Allyant HUB your related staff will have access to the project results outlined here, Knowledge Base, Video Training Series and Help Desk staff, (if Ongoing Support hours are purchased).

Allyant HUB Toolkit

The HUB Toolkit is a Chrome Developer Extension downloaded from the Chrome Web Store helping identify and learn about common accessibility issues on your pages. The extension can run on any page your browser can access including local environments, behind firewalls, logins and different page contexts. While there is no substitute for a live user audit, automated testing can identify some of the most common accessibility issues. In conjunction with access to Consultant's accessibility engineers, these automated assessments can help you identify and remediate some issues more quickly.

The toolkit extension includes:

1. Accessibility Tools:

- a. Image Descriptions: View all images on the page in one place grouped by images with descriptions, those marked as decorative and those missing descriptions.
 - b. Heading Levels: View the current page heading level structure to more easily identify where levels may have been skipped or are otherwise incorrect.
 - c. ARIA Usage: ARIA is used to help describe elements on the page to a screen reader. Determining where these attributes are used in your HTML is helpful when identifying problems.
 - d. Components: Quickly identify components used on the page including third-party such as Google Maps or Yotpo, along with other items such as the slick-slider carousel.
 - e. External Links: View a list of links on your page that point to external resources.
2. Automated Accessibility Testing:
 - a. Live accessibility scans of web pages/sites to find common accessibility issues.
 - b. An ever-expanding library of validation rules the extension checks for curated by our experienced live user audits and real-world scenarios
 - c. An unlimited number of scans can be run from the extension on any site.
 - d. The scan uses the current page context including page size and any dynamic elements activated
 - e. Scan results exactly mimic the structure of issues found by our live user audits including fix, categorization, guidelines, affected users and more.
 - f. Links to Knowledge base articles from the rules, results and tools help learn about and accessibility issues more quickly
3. Set up “Scan Templates” such as: “Content Manager” which will only run certain rulesets that can likely be remediated by this profile group. Smart light and dark modes
4. Users of the extension must have an active Allyant HUB account

Knowledge Base

1. Direct links from the Issues found during Audit or QA to this self-paced learning section
2. Checklists, Accessibility Statement Helpers and other accessibility documents
3. Detailed articles are continually added and updated as accessibility guidelines change

Help Desk

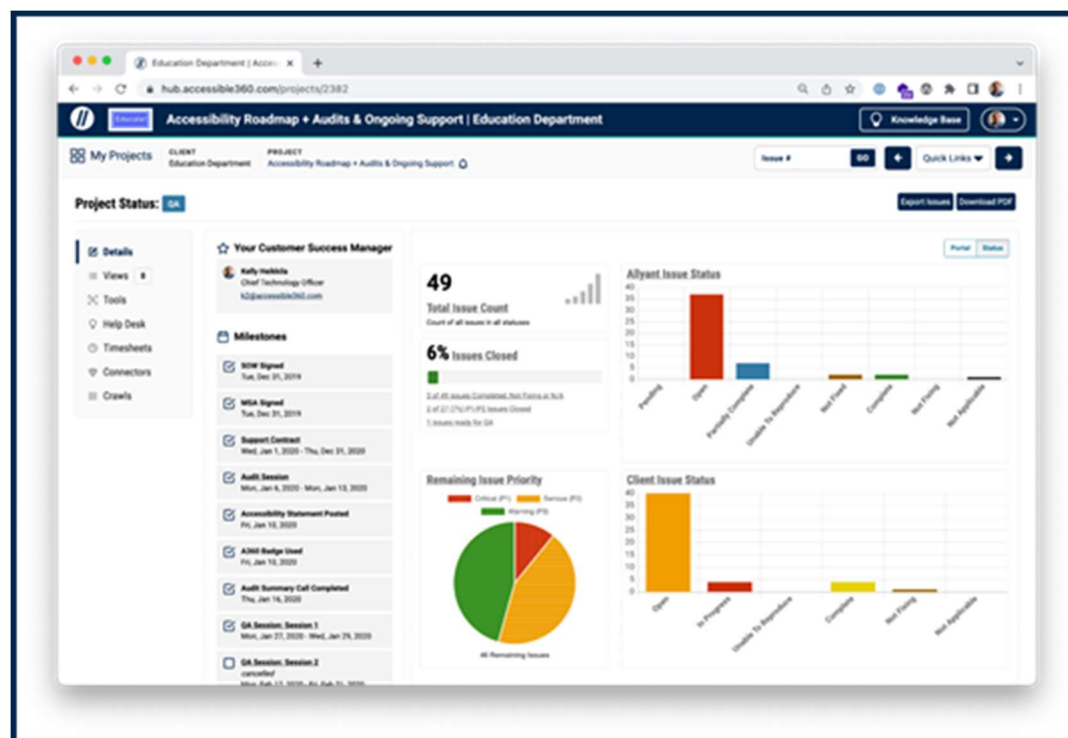
1. Client may submit general inquiries at the project level or directly linked to specific audit results
2. Comments are threaded to ensure clear communication and allow for collaboration
3. Manned by senior-level screen-reader and sighted Accessibility Engineers

Technical Video Training

Access to Consultant’s video training series of technical accessibility design and development topics and best practices, including:

1. Overview looks at the laws and emerging trends pertaining to digital accessibility, crucial topics for development organizations and business. This includes an introduction to WCAG 2.2 Level AA
2. Introduction to accessibility, Design guidelines and Developer know-how to create accessibility within new builds along with best practices for content managers and code examples to leverage during your Remediation effort
3. Additional resources to continue to expand your knowledge of digital accessibility are added often and every client gets immediate access to all video training content

Screenshot of Sample Project Dashboard in HUB



Ongoing Accessibility Support

Once a project has begun, you will get immediate access to the Allyant Accessibility HUB (Allyant HUB), the Knowledge Base, Training Videos and more. You can immediately begin your accessibility initiative.

During this phase, Consultant will also partner with **County** to, first, assist in assessing product fixes through QA testing and technical support, and second, to establish processes for ongoing, long-term digital accessibility compliance.

Allyant Reviewed by Badges



The **Reviewed by Allyant** badge may be used on an Accessibility Statement Page, the footer of your site or other locations as needed for all clients with Ongoing Support services. **Consultant** does not allow our

Badge to be on a digital property where an [Accessibility Overlay](#) is present or any other accessibility vendor badging.

Usage Guidelines:

1. The image should link back to our [Website & Digital Property Auditing webpage](#)
2. The image should have an alt attribute of "Reviewed By Allyant for Accessibility"
3. The aspect ratio of the image should be retained (no stretching to fit)
4. The badge may only be used on the site(s) or mobile apps indicated in this Statement of Work after the desired documents are executed.
5. Continued use is granted as long as Client continues to subscribe to ongoing support services and the account continues to be in good standing.

Support Services

The level of support and specific activities required varies dramatically from client to client based on type of digital properties, testing cadence, developer availability and many other factors. As such, Consultant provides a set of support hours to help you reach your goals. How an organization uses these hours in the activities below is up to the organization and can shift over time. The recommended number of Ongoing Support Hours can be found in the [Assumptions](#) section of this SOW.

Typical support activities and deliverables are listed below:

Development Team Support and Accessibility Roadmap Planning

Following the Consultant audit, the client will schedule and perform internal remediation for the digital properties in scope based on results from the audit. Consultant will support this development effort through as-needed technical support for internal technical teams and/or external vendors of the client.

1. Consultant will provide the following assistance and deliverables during the support services:
2. **Remediation Planning Support:** Your Consultant's Customer Success Manager will partner to create a remediation/project plan. This will outline the Client's approach to resolving issues, highlight dates for subsequent QA testing for Consultant and define the target date by which all issues are remediated.
3. **Help Desk via the Allyant HUB:** Senior Consultant technicians to consult, mentor and collaborate with Client's internal team and/or external vendors on the following:
4. Ask technical questions related to your project via Help Desk integrated into Allyant HUB
5. Pairing with an auditor
6. Sample code
7. Proactive review/QA of new pages and other content
8. Other related activities determined valuable to the success of our engagement
9. **Remediation Support Calls** with your developers to discuss technical issues and solutions
10. **Q&A Workshop:** Once your design and/or development staff has watched the training videos, they are able to work directly with our auditing and help desk staff via a one-hour remote workshop. During this Q & A workshop, training concepts can be discussed more in-depth, specific development/remediation issues can be discussed or other accessibility questions asked.

Note on Expediting Remediation: Because content and design are continually evolving, Consultant strongly encourages our clients to remediate their digital properties as soon as possible after accessibility auditing for it to be as applicable as possible.

Quality Assurance Reassessment

Consultant will work with clients to schedule QA within your development process whether that is in sprints or waterfall or a combination. Once the Client is ready to test, Consultant will reassess the digital properties in scope. QA consists of checking issues found in the initial audit or previous rounds of QA. It is the clients' responsibility to apply fixes globally across your digital properties.

At this step, Consultant will provide the following assistance and deliverables:

1. **QA Testing:** Consultant will provide manual-user Accessibility QA testing to confirm that the fixes have successfully been applied and the site, app or other digital property is usable by affected audiences.
2. **Updated Audit Issue Report:** Updated Accessibility Audit Report in the Allyant HUB which contains any additional fixes and existing issues that are still not complete.
3. **Letter of Accessibility Conformance:** States that as of the review date on the specified server, Consultant found URLs and/or views within scope substantially conform with Level A and Level AA of the Web Content Accessibility Guidelines (WCAG) version 2.2.
4. **Responsive Mobile Web QA:** For responsive sites, where code is shared between desktop and mobile, and there is no additional or unique functionality (e.g., a carousel or different mobile-only menu) Consultant can also provide a walkthrough of the RWD mobile experience (UX).
5. For sites where mobile and desktop templates are different, the appropriate testing methodology should be discussed with your Customer Success Manager. In this case, specific mobile testing will be necessary for the mobile apps to receive Letters of Conformance.

Note on Letter of Conformance: Consultant uses a 1-3 scale for level of priority for each issue. Priority 1 indicates a complete blocker for one or more audiences, Priority 2 indicates a partial blocker that presents significant barriers and challenges for one or more audiences and Priority 3 indicates a WCAG issue that does not significantly impact the ability to use the site. To receive a Letter of Conformance, all Priority 1 and Priority 2 issues must be satisfactorily resolved regardless of when uncovered by Consultant. Additionally, the audit team must be able to successfully complete a walkthrough resulting in no additional P1 or P2 issues. We encourage a plan for Priority 3 items to be in place and documented in Allyant HUB.

Audio Descriptions for pre-recorded videos pose unique and complex accessibility challenges. Consultant recognizes the difficulties for clients to achieve conformance with WCAG requirements (SC 1.2.3, 1.2.5) for Audio Descriptions. As such, Consultant will indicate in the audit results when Audio Descriptions are required by WCAG, but any indications shall be assigned a Warning-level priority and will not be required to receive a Consultant's Letter of Conformance.

Note on QA Testing & Hours Used: In a typical engagement, a significant percentage of the Ongoing Support hours outlined in this Statement of Work will be used within the first 3-6 months after QA activities begin. Despite this, Consultant's pricing model is designed to minimize the financial disruption to your organization by spreading this cost across the duration of the contract.

Post-Conformance Manual Accessibility Maintenance

Through the hours in your ongoing support contract, Consultant can provide comprehensive manual-user maintenance of in-scope views following a successful QA for long-term accessibility compliance. Views for maintenance generally consist of the Home Page & primary user flows within the given digital property. A specific set of views will be chosen by the Consultant's team following a successful QA and approved by the County, prior to performing Maintenance Assessments and other services.

At this step Consultant can provide the following assistance and deliverables:

1. Accessibility Assessments: Manual-user re-assessments.
2. Accessibility Issue Report if new issues have been introduced.

Compliance Support

1. In addition to ongoing support and manual-user maintenance, Consultant will help County stay accessible and support in mitigating risk through additional compliance support including:
2. **Compliance Reporting:** Consultant can help your organization report on your progress toward accessibility for any legal requirements that may arise. This includes:
3. **Affidavit of Accessibility Activities** outlining the activities and milestones within your project with Consultant as you work toward accessibility. When required, this is generally provided prior to a successful QA.
4. **Expert Rebuttal Report:** Through our Accessibility Claims Team, Consultant can provide disabled auditor reviews of accessibility legal claims and provide an expert rebuttal of any claims made against your digital property if needed following a successful QA.
5. **Updated Letter of Conformance** provided the digital property continues to be in good standing with no Priority 1 or 2 issues based on testing based on scope and your Post Conformance maintenance activities.

Assumptions

1. Scope and pricing outlined in this SOW are based in part on information provided by the client. This includes information shared by the client in digital and verbal communications or obtained via a scoping call or testing credentials provided to Consultant. Any facts contrary to the information provided by client and/or the Scope agreed to herein, by way of signature, may result in future Change Orders (CO) and may impact timeline, pricing and/or hours
2. Third-party content and services will not be audited unless specified in the audit scope. This includes iFrames, external links, pop-ups, chat, blogs, and other references. When appropriate, Consultant will list any third-party content found in the audit report. For any third-party software or vendors leveraged on the client's domain(s) or applications, Consultant can review these with our no-cost ProcureEnsure Service.
3. The client acknowledges that 3rd party components in the Core User Path can prevent Consultant from issuing a Letter of Conformance for the digital property and steps should be taken now to interact with those vendors, so they comply as well.
4. Core User Path is defined as a mutually agreed upon ordered list of URLs for the main or primary use case for the site/application and will be fully outlined following audit delivery
5. County will be responsible for providing Consultant with any test data required for an audit and QA prior to beginning work. This could include user credentials, dummy credit cards, transaction history and other data. Delays of this information or readiness of test environments will result in delays & time deducted for rescheduling from support hours

6. Desktop website audits use the page content displayed in a browser at 1280px wide
7. Responsive Web Design (RWD) allows for the same core code from a desktop site to be leveraged in a mobile view.
8. If a site is mobile responsive, and there is no additional or unique functionality (i.e., carousel, mobile-only menu), Consultant will provide a walkthrough of the site and the RWD mobile experience
9. If additional or unique functionality is present: Additional scoping is required
10. Users of the Allyant HUB must be directly related to the project scope of this SOW. Logins are based on email addresses and cannot be shared between Client staff
11. Total hours of work performed by Consultant during the audit based upon scope is not to exceed **182 hours**:
 - a. <https://www.countyofnapa.org> **72 hours**
 - b. Single-page domains **36 hours**
 - c. <https://services.countyofnapa.org/CJNetWeb> **10 hours**
 - d. <https://app.countyofnapa.org/PetAdoptions/en/PetAdoptions> **10 hours**
 - e. Napa County Online Public Map **12 hours**
 - f. Parcel Lookup and Parcel Report **14 hours**
 - g. Precinct Explorer **14 hours**
 - h. Fire Status Lookup App **14 hours**
12. Total hours of work performed by Consultant during the entire Ongoing Support services contract is not to exceed **180 hours**.
13. Ongoing Support Hours purchased separately of this SOW or via Time & Materials invoicing will be billed at \$225/hour
14. Consultant will provide County with a monthly report detailing Ongoing Support hours consumed
15. Client may use hours for any digital accessibility review work under contract with Consultant
16. If additional Ongoing Support hours are needed, your Consultant CSM will collaborate with you on a Change Order (CO). If a client does not execute a CO, additional hours will be billed at a rate of \$225/hour
17. Early termination by County will result in Consultant issuing a final invoice for any unbilled hours for services provided up until date of termination
18. No refunds are granted for Annual Allyant HUB Subscriptions

Out-of-Scope

All of the following are out-of-scope services:

1. All services not explicitly defined in this proposal
2. Travel, lodging and per diem costs affiliated with this project
3. Any out-of-pocket costs associated with the effort (e.g. printing, binding, displays, etc.)
4. Review or Remediation of any digital materials such as emails, pdf's, statements or marketing content not listed in Pricing.
5. Consultant is not a law firm; we do not provide legal advice. Consultant encourages Client to work with experienced legal counsel to understand and apply the law to Client's situation

Consultant's reports and recommendations reflect Consultant's experience and understanding in the field of accessible technology. County is responsible for the operation of its own business, and County is always free to adopt Consultant's recommendations, in whole, in part, or not at all, as County sees fit in its legal and business judgment.

CommonLook Software Overview

Allyant's CommonLook Software Suite is a web-based software designed to empower County's employees to create and remediate PDF documents to ensure full compliance to WCAG 2.1 AA or other standards such as WCAG 2.2 AA and PDF/UA. The software provides a simplified and advanced editor so users of all skill levels can successfully remediate documents and produce a fully compliant accessible document to their desired standard. The software is a cloud-based software which is provisioned by user via email and each license is valid for one year. Documents, and all data, are encrypted and stored in Microsoft Azure cloud, physically located in USA. During "transfer" - encrypted protocols such as HTTPS are used and "At rest" - all disks are encrypted with server-side encryption and Azure managed keys. All remediation projects are unique to each user so users can save their work and come back to it when ready. All documents are stored for up to 6 months, and organizations may request longer periods of storage if needed. Documents can be deleted immediately by the user.

Each subscriber will get licenses to both the web-based application AND the traditional desktop software (plug-in to Adobe Acrobat Pro) if need be.

Annual License per User for Napa County	Cost per user
CommonLook PDF (Web and Desktop Application) 12-month License – Including Training Modules – Per User	\$740
Renewal Cost	\$740
Add-On Licensing for New Users	\$740
2025 Napa County CommonLook Software Purchase	Annual Cost
50 Licenses of CommonLook PDF (Web and Desktop Application) 12-month License – Including Training Modules – Per User	\$37,000

CommonLook Software Provisioning Process

For your initial licensing purchase, we will collaborate with the lead point of contact from your team to ensure we have a list of all users, as well as their pertinent information to receive a license: Name, Email, and Phone Number. The client also must specify which users are new and need to be enrolled in training modules.

Once your team provides a list of users, each user will receive an email from no_reply@allyant.com with login credentials and instructions. For first-time users, they will need to select the “Reset Password” option to create their own unique password. We require a phone number so that we can help troubleshoot issues quickly should any arise.

User licenses are provisioned for a fixed term and are generally not transferable and cannot be shared between users. User licenses may only be assigned to a single, named user. However, licenses may be reassigned in the event of employee turnover or when a user’s role changes such that they no longer require access to the software. Any such reassignment must be in good faith and may not be used to circumvent license restrictions. For the avoidance of doubt, you are responsible for the purchased licenses even if not utilized.

Consultant’s Customer Success team will work with our team to provision additional software licenses as requested. It is vital that we work through a point of contact on the client side to ensure we are provisioning the licenses to the appropriate individuals. To acquire additional licenses, you may reach out to Document_CSM@allyant.com to request additional licenses or get support on renewals. Each user must provide their name, email address, phone number, and their training requirements if any. From there, our team will ensure each user receives log-in information to the software. New users should be enrolled in training modules and the client must specify when training is required. This can be done by communicating with our Customer Success team when requesting additional licenses. If you have returning users that do not need to be enrolled in training, please specify. Renewal licenses will not automatically be enrolled into training modules, so in the event you’ll be transferring a renewed license to a new user, please specify their training requirements.

CommonLook License Terms/Restrictions

Subject to and conditional on your strict compliance with all terms and conditions set forth in this Agreement, Consultant grants to County a non-exclusive, non-sublicensable, and non-transferable limited license to use the CommonLook Software (in object code form only) during the term of this Agreement solely to: (i) install in accordance with the Consultant documentation one copy of the CommonLook Software on one computer that County owns, leases, or controls; (ii) use and make one archival copy of the CommonLook Software solely for back-up, disaster recovery, and testing purposes, provided that County: (A) affixes to such copy, all copyright, confidentiality, and proprietary notices that appear on the original; and (B) does not allow any person to install or use any such copy, unless an installed copy of the CommonLook Software is inoperable and that County uninstalls and otherwise deletes such inoperable copy; and (iii) use and run the CommonLook Software, as properly installed in accordance with this Agreement, solely: (A) in accordance with the Documentation; (B) for County's internal business purposes; (C) on the computer on which the CommonLook Software is installed, at the physical location thereof, and not via any remote access or other network; and (D) in accordance with any additional licensing requirements applicable to County's use of the CommonLook Software as set forth herein.

County shall not and shall not allow any third party to (i) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software or any portion thereof, or otherwise derive its source code; (ii) modify, translate, or create derivative works of the CommonLook Software; (iii) sell, lease, license, sublicense, copy (except as permitted above), market, or distribute the CommonLook Software; (iv) remove, obscure, or otherwise change any copyright, confidentiality, and proprietary notices or serial numbers on or relating to the CommonLook Software or (v) use the CommonLook Software for any timesharing, service bureau, subscription, rental, or similar uses without the express prior written consent of Consultant in each instance or use the CommonLook Software on behalf of any third party. County shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the CommonLook Software.

CommonLook Support & Training Resources

Support, Knowledge Base, and Additional Resources can be accessed at the Client Support Page here: <https://support.alliant.com/support/home>. Anyone, including those that do not have access to CommonLook PDF licenses, can create a login to this portal. For CommonLook PDF users, login credentials for the Support Page will be unique/different from software and training login credentials.

Training Access can be found on our Client Support Page above and login credentials for training will be unique to each user and will differ from their Software Access login. The training login can be found here: <https://training1.commonlook.com/Identity/Account/Login?ReturnUrl=%2F>

Customers Success Team: Our Customer Success team is here to support active Consultant's customers with software renewals, expanding services, support, billing, and general questions. They can be reached at Document_CSM@alliant.com

Technical Support: Our technical support team can be reached at support@allyant.com. Our support team handles software support questions for our end-user Software Suite, CommonLook. Tickets can also be submitted through the Client Support Home Page here: <https://support.allyant.com/support/home>

Live Training Calendar: All users of CommonLook are invited to join our Training Team for weekly live training events. These events are free and are held weekly. [Visit our Training Calendar](#) to review upcoming sessions.

Remediation Services Overview

Consultant's Remediation Services team is the singular largest global remediation services team and includes over 200 full-time employees, each with an average tenure of 8 years. All work is performed through Consultant's secure, proprietary workflows, and every team member completes comprehensive security training. We use our own industry-leading remediation software, **CommonLook**, to ensure all documents meet the required accessibility standards and offer a 100% guarantee on the quality of our work. Our process includes:

- Reviewing the document's structure
- Applying accurate accessibility tags to meet your chosen compliance standard (e.g., WCAG, PDF/UA)
- Performing a rigorous quality assurance (QA) review to ensure accuracy
- Providing a conformance report along with each remediated document to validate compliance

We **do not alter** document content or color contrast, preserving the original design and intent of your files. Each remediated document is validated in **CommonLook** and delivered with a **conformance report**, confirming that all tags have passed testing against the relevant accessibility requirements.

Remediation Process Steps

Define Accessibility Standards

Consultant works with County to clarify which accessibility standards should be followed for document remediation (e.g., WCAG, PDF/UA).

Set Up the County Portal

Your team decides who can submit and approve projects

Your team can review submitted projects, pending work, and download completed projects

Choose a Submission Approach

Immediate Start: Skip pricing approval—projects go straight into Consultant's work queue.

Quote First: Receive a quote within **3 business days** of submission, then approve or decline.

Remediation & Delivery Timelines

Projects follow standard or rush SLA timelines (see Delivery Timeline section for details).

Receive Final Deliverables

Documents are uploaded to the portal.

Each includes a **compliance report**.

Status in the portal changes to **"Completed."**

Files are ready for download.

Manual Remediation Services Timelines for Delivery

Standard Remediation Delivery timeline for ad-hoc projects of 1,000 pages or less is 5 business days after receiving approval from the client to proceed with the work. Rush delivery requests are accepted on a case-by-case basis but shall be delivered within 2 to 3 business days after receiving approval from the client to proceed with the work. Consultant will always clearly communicate if our capacity cannot support delivery for our standard and rush request timelines and seek approval before proceeding with submitted projects that may be delivered outside of our standard timeline. Large remediation projects of 1,000 pages or more should be coordinated ahead of time, when possible, with our Customer Success & Remediation Team. See the Support Resource section for more details.

Manual Remediation Services Pricing Overview

Below we have outlined the estimated standard costs for various document types. Please note that OCR scanning and Non-Romanized Languages costs are in addition to the Standard per page rate.

Document Type and/or Requirement	Per Page Cost
Standard per Page – Standard Delivery	\$5.00 USD
OCR Scanning	\$3 USD additional per page
Non-Romanized languages or Right-to-Left languages	\$2 USD additional per page
Fillable Forms	\$40 USD
MS Office Documents (PPT, Word, Excel)	\$25 USD
Rush Delivery	100% increase on Total

Client Remediation Portal Overview

Our team will provide access to our Client Remediation Portal so you can easily keep track of projects that are submitted, pending, and completed.

There is no cost to use the Client Remediation Portal. However, your team will designate who can submit and approve work to move forward. Any work that is approved will be billed upon completion according to the information that you provide as we set up your account in our system. To set up a Client Remediation Portal for your organization, our team needs the following information:

Billing Contact Name, Email, and Phone Number
Company Name
Company Country of Origin (Please specify currency, CAD or USD)

Company Billing Address

Access to the Client Remediation Portal is provided via email by our Customer Success & Remediation Teams. To provide your internal teams with access, we would need their name and email address. Furthermore, you will need to clearly specify who is allowed to submit or approve work orders. For support in getting access to the Client Remediation Portal, please reach out to our Document Customer Success team at Document_CSM@allyant.com. For technical support with the Client Remediation Portal, please reach out to our Remediation Services team at Remediation@allyant.com.

Alt-Text, Color Contrast, QA Testing, Conformance Reports, & Accessibility Standards for Document Remediation

Accessibility Standards for Remediation: Consultant supports remediation for all globally accepted accessibility standards to comply with regulations like the ADA, ACA, AODA, EAA, HHS, etc. Please specify which accessibility standard that you require from the standards we provide: WCAG 2.0 AA, WCAG 2.1 AA, WCAG 2.2 AA, PDF/UA, and HHS

Extensive Alt-Text: For remediation that requires subject-matter expertise to adequately describe images requiring Alt-Text descriptions, we may require the client to provide those descriptions. Our team handles simple alt-text descriptions and with written client permission or at the request of the client, may leverage Artificial Intelligence tools to deliver remediation for extensive alternative text. If your remediation requires SME alt-text descriptions, our team can provision a template so your SME can provide the appropriate alt-text descriptions

Color Contrast: Our remediation team does not adjust color-contrast for remediation. We do not want to adjust the designs of our clients' work. Preventing color contrast issues during the design process is best practice but if that is not possible, we recommend leveraging tools like [WebAim's free tool, Color Contrast Checker](#).

QA Testing: All documents remediated by our team go through a rigorous QA process and the conformance reports that we provide alongside remediated work will validate the full compliance of each document. However, many clients may want to QA test our work on their own for reassurance. We recommend leveraging a true assistive technology screen-reader such as JAWS or NVDA. Read Aloud features may not properly follow tagging structure or reading order. Furthermore, be sure that you're testing against the accessibility standard by which the documents were remediated. For example, if your documents were remediated to WCAG 2.1 AA, you may experience testing issues if you run PDF checks against a different standard, such as HHS or PDF/UA.

Conformance Reports: All documents are returned to clients with conformance reports validating the compliance of the documents to the desired accessibility standard and include user verification checks. For documents that may require color-contrast work or subject-matter-expert interpretation of alternative text for images, we may return completed remediation work that requires user-verification to meet full compliance.

Invoicing for Remediation Services

Once your remediation project has been completed and delivered, the Consultant's finance team will invoice the client based on the information provided in the Client Remediation Portal order form. Consultant can support billing against a blanket Purchase Order if needed. For large remediation project needs, our team can assist on helping you estimate for budget when pricing each individual file is not possible. Please reach out to your Customer Success team or Account Executive for support in setting up a Blanket Purchase Order. If you need flexible billing terms, please reach out to our Document Customer Success team to explore options. Consultant's billing terms are Net 30. Questions or specialized invoicing requests can be addressed to accountsreceivable@allyant.com.

Definition of Remediation Services Terms

OCR (Optical Character Recognition) Scanning - process that transforms image-based documents into machine-readable text. Aging documents, images of documents, or imbedded images of pertinent information such as graphs, tables, and lists may require OCR scanning to be remediated.

Non-Romanized or Left-to-Right Languages – Remediating these language types may require extra time, skill, or expertise. Examples of languages that fall into this category would be Farsi, Hebrew, Vietnamese, Chinese (Simplified and Traditional), Hmong, Russian, Arabic, etc.

Rush Delivery – Rush requests are accepted on a case-by-case basis based on capacity and Consultant may refuse rush requests if we are unable to meet the delivery date. Our standard rush delivery is 2-3 business days after we receive pricing approval to proceed with the rush request.

Ad-Hoc – Consultant defines “Ad-Hoc” as work that is not recurring or reoccurring. For highly templated recurring or reoccurring high-volume remediation needs, please contact our Customer Success and/or Sales team to explore how we might automate remediation for these use-cases: Sales@allyant.com

Term Length for Remediation Services

Remediation services do not require contractual commitment. However, specialized negotiated remediation rates would require a Master Services Agreement. Pricing for remediation is subject to change based on capacity, resources, volume, and labor costs. Our team will proactively communicate any pricing changes 60 days ahead of any adjustments. If your team would like to sign a Master Services Agreement to secure specialized negotiated rates for remediation, you may work with our Customer Success or Account Executive team. Please see the Support Section for more details.

Remediation Services Support Resources

Customers Success Team: Our Customer Success team is here to support active Consultant customers with software renewals, expanding services, support, billing, and general questions. They can be reached at Document_CSM@allyant.com

Remediation Services Team: Our Remediation Team cannot answer questions related to billing, client portal access, existing customer agreements, end-user software questions, general or use-case specific

document accessibility questions or any other questions related to account management. Almost all questions can be directed to our Customer Success team. Our Remediation Services team can be reached at remediation@allyant.com to field questions regarding the following:

- Alt-Text image descriptions that have been submitted as a part of a remediation project to ensure documents are properly tagged with SME (subject-matter-expert)
- Questions about the Client Remediation Portal
- Flagging edits or duplicates in submitted work that is pending for remediation
- Quality assurance questions for delivered or quoted work
- Changes to expected delivery dates, accessibility standards, or expectations on pricing or work orders that have already been submitted.

Technical Support: Our technical support team can be reached at support@allyant.com. Our support team handles software support questions for our end-user Software Suite, CommonLook.

Sales: To explore adding services, expanding existing services, acquiring end-user software for remediation (CommonLook Software Suite), automating accessibility for high-volume templated workflows, digital accessibility services, litigation support, VPAT, accessible procurement support or alternative format printing services, please reach out to our sales team: sales@allyant.com

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Pricing/Billing schedule

YEAR 1

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Annual HUB Platform Subscription: Unlimited User Seats HUB Knowledge Base Access Chrome Scanning Extension (pre- and post-production pages) Automated testing of up to 5,000 HTML pages Automated testing of up to 1,000 PDF files Weekly, Monthly, or Quarterly scheduled automated re-scans Trend-based reporting for progress tracking over time JIRA Integration	\$1,950	
Accessibility Audit – https://www.countyofnapa.org/ Manual, disabled-user Accessibility Audit Reports detailing the findings & recommended fixes Automated Testing of in-scope pages Accessibility Statement template Audit & QA	\$11,880 \$10,080 <i>One Time Fixed Cost</i>	
Accessibility Audit – Single page domains	\$5,940 \$5,040 (total cost for all single page domains)	

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Accessibility Audit – https://services.countyofnapa.org/CJNetWeb	\$1,650 \$1,400	
Accessibility Audit – https://app.countyofnapa.org/PetAdoptions/en/PetAdoptions	\$1,650 \$1,400	
Accessibility Audit – Napa County Online Public Map	\$1,980 \$1,680	
Accessibility Audit – Parcel Lookup and Parcel Report	\$2,310 \$1,960	
Accessibility Audit – Precinct Explorer	\$2,310 \$1,960	
Accessibility Audit – Fire Status Lookup App	\$2,310 \$1,960	
Ongoing Accessibility Support - All of the domains listed in the Audit Scope Support can be used for any of the below services: Usage of Allyant “Reviewed by” badge Future new-build Design Reviews Quality Assurance via manual-user testing Integrated Allyant Help Desk Development & Design Team Support Letter(s) of Conformance Affidavit of Accessibility Activity or Expert Rebuttal Report(s), if required Live-User re-testing per Remediation Plan		\$3,150
50 licenses of CommonLookPDF (Web and Desktop Application) -12 month license including training modules per user	\$37,000	Invoiced at Net 30 Terms upon provisioning
	\$64,430 (Year 1 Total due 30 days after invoice)	\$12,600 (Year 1 Total Ongoing Support))

Pricing/Billing schedule

YEAR 2

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Annual HUB Platform Subscription: Unlimited User Seats HUB Knowledge Base Access Chrome Scanning Extension (pre- and post-production pages) Automated testing of up to 5,000 HTML pages Automated testing of up to 1,000 PDF files Weekly, Monthly, or Quarterly scheduled automated re-scans Trend-based reporting for progress tracking over time JIRA Integration	\$1,950	
Ongoing Accessibility Support - All of the domains listed in the Audit Scope) Support can be used for any of the below services: Usage of Allyant “Reviewed by” badge Future new-build Design Reviews Quality Assurance via manual-user testing Integrated Allyant Help Desk Development & Design Team Support Letter(s) of Conformance Affidavit of Accessibility Activity or Expert Rebuttal Report(s), if required Live-User re-testing per Remediation Plan		\$3,150

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
50 licenses of CommonLookPDF (Web and Desktop Application) -12 month license including training modules per user	\$37,000	Invoiced at Net 30 Terms
	\$38,950 (Year 2 Total due 30 days after invoice)	\$12,600 (Year 2 Total Ongoing Support)

Optional Renewals for years 3-5

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Renewal Annual HUB Platform Subscription	\$1,950	
Renewal Audit (based on same scope)	\$25,480	
Renewal Ongoing support (based on same scope)		\$3,150
Renewal Annual CommonLook PDF (Web and Desktop application) 12-month License including Training Modules per user	\$740	Invoiced at Net 30 upon provisioning

Optional Product and Services for years 1-5

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Optional ProcureEnsure Software Assessment Procurement reviews for third-party software renewals or purchases.	\$500/assessment	
Optional Live Virtual Training Sessions A 60–90-minute, recorded training from senior level accessibility engineers that covers key topics based on user experience level, job role and exposure to Digital Accessibility Compliance. Training Sessions - Choose From: Intro to Digital Accessibility, Developer Training, Designer Training, Accessibility Testing 101, Accessible Frameworks Pt. I, Accessible Frameworks Pt. II, 7 Steps to compliant content & social media, Accessible Customer Support Training	\$1,500 each <i>Multi-Training Discounts Available for 4 or More</i> Note: Full agendas and pricing available via your Allyant sales contact	
Optional Manual PDF Remediation Services listed below:		
Standard per Page – Standard Delivery	\$5	Invoiced at Net 30 upon delivery of completed services
OCR Scanning per additional page	\$3	Invoiced at Net 30 upon delivery of completed services
Non-Romanized languages or Right-to-Left languages per additional page	\$2	Invoiced at Net 30 upon delivery of completed services

Service Offerings	Payment due 30 days after Invoice date	Due Quarterly
Fillable Forms	\$40	Invoiced at Net 30 upon delivery of completed services
MS Office Documents (PPT, Word, Excel)	\$25	Invoiced at Net 30 upon delivery of completed services
Rush Delivery 100% increase on Total		Invoiced at Net 30 upon delivery of completed services

Proposed Timeline

Consultant will begin as soon as possible after receiving signed Napa County Agreement 260063B and payment for the first invoice. The proposed project dates are below. Dates are subject to change based on delivery of executed documents, payment, Client environment readiness, required credentials and other related factors.

Our experience has shown your team's engagement is a major factor in finalizing the Proposed Timeline and for the overall success of the project. In addition, Consultant has identified Key Success Factors to help ensure your success. Consultant will review these with your team during the Project Kick-Off Meeting and throughout the project.

Process Steps	Project Start Date	Project End Date
Napa County Agreement 260063B	Upon signature by both parties	
Access to Allyant Reviewed by Badge	Upon signature by both parties	
Project Kick-Off Meeting	1-2 weeks following signature	
Accessibility Audit Refer to Audit Scope	To be determined following project kickoff	
HUB Toolkit Subscription and Ongoing Accessibility Support	Upon signature by both parties	2 years from contract signature

Assumptions

1. Ongoing Support Hours purchased separately of this SOW or via Time & Materials invoicing will be billed at \$225/hour

If additional Ongoing Support hours are needed, your Consultant CSM will collaborate with you on a Change Order (CO). If a client does not execute a CO, additional hours will be billed at a rate of \$225/hour

Out-of-Scope

All of the following are out-of-scope services:

1. Travel, lodging and per diem costs affiliated with this project
2. Any out-of-pocket costs associated with the effort (e.g. printing, binding, displays, etc.)
3. Review or Remediation of any digital materials such as emails, pdf's, statements or marketing content not listed in Pricing.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant'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. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant 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 Consultant or any officer, agent, or employee of Consultant 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. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

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 Consultant'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 Consultant 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 Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant 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 County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant 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 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.

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, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant 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 Consultant 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 Consultant 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.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant 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 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 Consultant 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1341

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Daniel Sanchez, Senior Management Analyst
SUBJECT: 2024-25 Grand Jury Reports

RECOMMENDATION

Approve transmittal of the proposed response to the 2024-25 Grand Jury Report titled, "Behind the Curtain: Napa County Use Permit Process," to the Presiding Judge as prescribed by Section 933 of the Penal Code. (No Fiscal Impact, Mandatory)

BACKGROUND

The County received the "Behind the Curtain: Napa County Use Permit Process" report. Staff has proposed responses to the findings and recommendations.

Staff will receive direction from the Board and return with any revised responses. Upon Board approval, staff will transmit the responses to the Presiding Judge. Copies of the reports are on file with the Clerk of the Board or may be accessed online through the Napa County Superior Court's website.

Requested Action: Approve transmittal of the proposed responses to the 2024-25 Grand Jury Final Reports to the Presiding Judge as prescribed by Section 933 of the Penal Code.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY GRAND JURY 2024-2025
May 29, 2025
FINAL REPORT

Behind the Curtain: Napa County
Use Permit Process

Summary

In recent years, the Planning Department and Planning Commission of Napa County have faced criticism, largely due to lawsuits filed by wineries over their use permits. These legal disputes have spotlighted issues surrounding the transparency and accessibility of the permitting process, raising questions about the approval procedures for winery permits.

Given these concerns, the Napa County Civil Grand Jury conducted a seven-month investigation into the permitting procedures and practices in the county. The investigation centered on the organization, efficiency, and transparency of the department's operations, along with the clarity and accessibility of the permitting process to the public.

This report highlights facts and five key findings and recommendations related to the structure, effectiveness, efficiency, and public accessibility of the county permitting system.

- The use permit application process in Napa County may extend over multiple years, particularly for complex cases that involve appeals or challenges.
- Pre-application review meetings are optional and come with a fee, which may discourage applicants from using this helpful resource. The Civil Grand Jury recommends that the Napa County Board of Supervisors make pre-application meetings mandatory, eliminate upfront costs, and fold costs into the full permit fee for those who proceed.
- The County's 80% cost recovery fee model creates added burdens for applicants, with more challenges expected with the planned shift to 100% cost recovery. The Civil Grand Jury recommends the Napa County Board of Supervisors implement a standardized fee structure for all applications based on project complexity whenever possible, to ensure fairness and greater transparency.
- The winery database is outdated and inaccurate, limiting its usefulness as a reliable permitting resource. The Civil Grand Jury recommends the Napa County Board of Supervisors update and maintain the winery database as the authoritative and trusted reference for permits in the County.
- There is no current process for conducting random audits to ensure winery permit compliance. The Civil Grand Jury recommends the Napa County Board of Supervisors establish a funded audit program to monitor winery compliance.
- The Planning, Building & Environmental Services Department faces structural inefficiencies, including a high supervisor-to-staff ratio and a lack of effective management structure. The Civil Grand Jury recommends the Napa County

Board of Supervisors review the department's management structure to create a more effective organization

The investigation found the Planning Department to be generally composed of skilled, capable, and reliable professionals. However, the Civil Grand Jury identified several areas for improvement.

Background

The process for issuing and enforcing permits in Napa County has been the focus of numerous disputes over the years, several of which have been controversial. These conflicts often draw significant media coverage and have resulted in multiple legal challenges against the county. As a result, the Civil Grand Jury decided to pursue this investigation into the County permitting procedures and practices, focusing on the organization, efficiency, and transparency of the department's operations. This report focuses on Napa County and not the City of Napa, as each has its own planning department.

The 2014-2015 Civil Grand Jury issued a report titled "Are Napa County Wineries Following the Rules" that looked at the permitting and compliance of Napa County wineries. This current review is not intended to focus only on wineries, but because of the importance of wineries to the County, some of the same issues from the 2015 report are still relevant today.

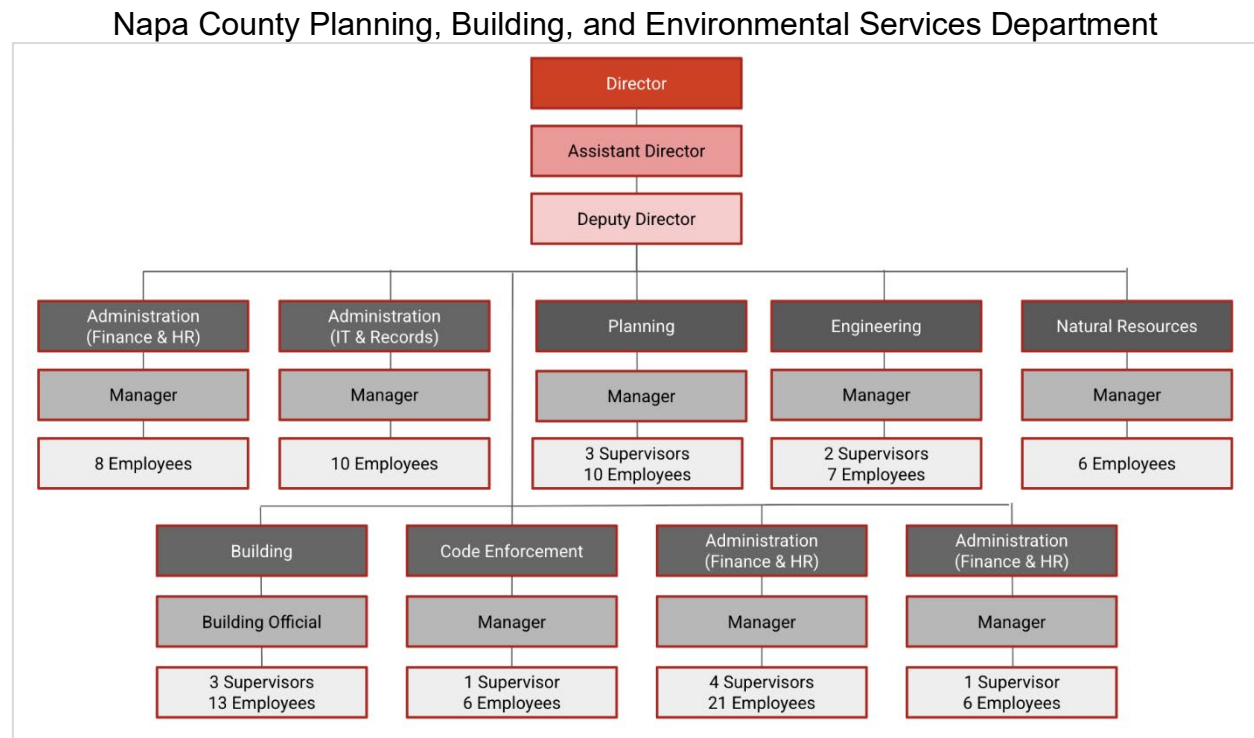
Methodology

The Civil Grand Jury conducted a series of interviews with members of the Planning Commission and the Napa County Planning Department across multiple divisions. Interviews were held with representatives of local non-profit organizations to understand how the environmental community views the work of the Planning Department. Representatives of wine business interest groups were interviewed to get their impressions of the permitting process for founding and operating a winery in Napa County.

The Civil Grand Jury reviewed online articles from numerous sources discussing planning issues and relevant court challenges over the last several years. Additionally reviewed were the Planning Department website, resources available for permit applicants, and the available online databases of current proposed projects. The Civil Grand Jury also reviewed documents such as the General Plan and Napa County Ordinances.

Discussion

The Napa County Planning, Building, and Environmental Services Department (PBES) manages the County's permitting process, ensuring that development aligns with local regulations in unincorporated areas of Napa County. According to its mission, PBES works with the community to promote public health, safety, and sustainability while balancing agricultural, environmental, and economic priorities. Roughly 100 employees work within the department.



The Planning Department assists applicants throughout the permitting process by providing guidance, reviewing applications, and ensuring compliance with County regulations. Their evaluations are expected to be fact-based, objective, and impartial.

Application forms are found on the County of Napa Planning website at <https://www.countyofnapa.org/1826/Planning-Documents>. Once an application is complete it is sent to the Napa County Planning Commission for a final decision. The Planning Commission is composed of five appointed officials, each representing a specific district and serving under an assigned county supervisor. The commission is responsible for reviewing and approving development proposals. Additional information about the Planning Commission can be found online on the County of Napa Planning Commission website at <https://www.countyofnapa.org/1449/Planning-Commission>. Decisions made by the Planning Commission can be appealed to the Board of Supervisors, which has the authority to uphold, modify, or overturn the ruling.

Permitting Process

The Napa County Planning Department outlines the building permitting process on its website, describing it as a series of six key steps listed below. Detailed charts can be viewed in the Appendix. There are currently around 140 PBES applications open according to the county's Current Project Explorer. It is important to recognize the wide range of permit applications the department manages. While most permits are administrative and approved quickly, this Civil Grand Jury report focuses on the lengthier, more complex permits required for major modifications and winery use permits.

1. Determining the Location and Project Type: Identifying the project location and understanding which specific type of permit is required.
2. Using the Supplied Checklist: Gathering all necessary documentation according to the project type, ensuring that all requirements are met.
3. Submitting the Application: Completing and submitting the application through the county's online permit application center.
4. Application Review: The relevant divisions within the Planning Department review the application to ensure compliance with regulations and standards.
5. Permit Issuance: Once approved, the permit is formally issued, allowing the project to proceed.
6. Inspections: Necessary inspections are conducted throughout the project to ensure it complies with the approved plans and local codes.

A common complaint heard by the Civil Grand Jury was that the permitting process can be long, causing delays to the proposed project timeline. In most cases though, the process seems to function fairly smoothly. The assigned staff planner generally reviews the application for completeness within 30 days of application filing and issues a completeness review letter. The duration of the permitting process is influenced by multiple factors, including the level of involvement of county and government agencies, regulatory reviews, and procedural requirements. A significant portion of the timeline can also be attributed to delays on the applicant's side, as applications often remain in their possession while they gather necessary information or fulfill requirements. However, these delays are not always visible to the public, leading to a perception that the process is solely prolonged by the Planning Department. Greater transparency in tracking application progress could help clarify these distinctions.

The permitting process can be complex, and depending on the project, may involve navigating a variety of regulations and requirements. While the Planning and Conservation Divisions offer virtual or in-office pre-application meetings to help applicants understand the process, these meetings are not mandatory. Moreover, applicants are required to pay for these consultations, even if they choose not to proceed with their application. This fee structure may deter applicants from using this potentially valuable resource, particularly smaller developers or individual applicants who might be reluctant to take on extra expense.

Both the applicants and the County could benefit from fostering a clearer, more collaborative approach to the permitting process from the outset. Ensuring that applicants are fully aware of the necessary documentation, review timelines, and potential challenges would help streamline the process, particularly for large-scale or high-profile projects. The Civil Grand Jury finds that charging for initial permit application consultations may discourage applicants from seeking the guidance they need, potentially leading to a more cumbersome process overall.

Community input in the permitting process in Napa County does not officially occur until the application reaches the Planning Commission. For large and complex projects, this is often very late in the project planning process, making it difficult for applicants to adequately address concerns or modify their plans in response. This late engagement by the public limits the applicant's ability to be responsive to community feedback, particularly for larger or controversial projects that might generate significant public interest or opposition.

Fees and Cost Recovery

One of the most frequent complaints heard by the Civil Grand Jury was that the cost of permitting in Napa County was excessive. For small, common, well-defined projects, there is a set fee schedule found on the Planning Department website at <https://www.countyofnapa.org/DocumentCenter/View/35640/PBESPWFire-Fee-Schedules---Effective-01-06-2025>. For larger projects, PBES operates under a cost recovery approach, setting fees with a goal of recovering 80% of the County's costs incurred in the review process. The County Board of Supervisors approved a fee update (<https://www.countyofnapa.org/3296/Example-Fees-For-Common-PBES-Projects>) in November 2024 for several government services, which went in effect in January 2025. This Order established a new goal of recovering 100% cost recovery to planning and public works fees.

The goal of reducing the burden on taxpayers for the permitting process is a worthy one, but it can cause several unintended consequences. When the County is being fully reimbursed for the time expended on a permit application, it could influence the sense of urgency to complete the process in an efficient manner. The resolution approving the fee increase acknowledged this issue, noting that: *"PBES staff is responsible for ensuring that costs charged to the project are reasonable and appropriate. Staff has an obligation to work efficiently and avoid unnecessary charges. Likewise, staff must ensure that all time devoted to an Hourly project is recorded accurately."* In addition, because the permit fees are based on cost recovery, there is effectively no upper limit to how much the permit application process can cost. Napa County has posted a chart of example fees (<https://www.countyofnapa.org/1726/Fees-Payments>) to help guide applicants but that is only a general guide. There is no way for an applicant to confidently estimate what the final cost of their permit application will be. This can make project planning, budgeting, and financing very difficult. The Civil Grand Jury recommends that a standardized fee structure for all applications be implemented

whenever possible. By using the historical average costs for similar projects to set the fees, the overall goal of cost recovery could still be met. For exceptionally complicated or unusual projects, the County should be willing to commit to a maximum amount that any permit will cost. This maximum could also be based on historical data to achieve cost recovery goals.

Winery Permits and the Winery Database

Since 1990, the Winery Definition Ordinance (WDO) has governed how wineries can operate in the unincorporated areas of Napa County. Although some wineries have been “grandfathered in”, the ordinance provides a permitting framework for most wineries, specifying such things as the scale of production, which events can be held, number of daily visitors, and other operational details. The WDO does allow for wineries to sell and market wine, not just produce it, but such marketing activity must be “accessory” and subordinate to production. And all accessory uses must be contained in less than 40% of the winery's footprint. The WDO also includes restrictions on grape sourcing. The 2008 Napa County General Plan included an action item, Action Item AG/LU-10.1: “Maintain a data base of all wineries including their production capacity, marketing events and other characteristics that could influence analysis of cumulative effects or the winery's effect on neighbors.” In response, the current Napa County Winery database was established. The data is online and available to the public.

The database shows that there are over 500 wineries in Napa County. The Civil Grand Jury was informed by representatives of the wine industry that many wineries do not know what the current permit conditions are for their operating permits. Conditions vary almost on a winery-by-winery basis so there is little consistency. Moreover, winery representatives stated that they are hesitant to inquire about their permit conditions for fear that they will discover previously unknown restrictions on their operations. When they look at the information in the winery database, many see that the permit information is not up to date, making the database not as useful or reliable as it could be.

Issues continue to arise related to winery permit expectations. Recently, winery owners have expressed confusion about whether trade visits count as winery tastings as defined by their permits. They have been conducting these types of trade visits for many years believing they are part of operating a winery. County officials have stated they believe the visits are limited by their operating permit, meaning many wineries are operating out of compliance.

The Civil Grand Jury recognizes that the database was established as a planning tool and was not necessarily intended to be used to determine all the current permit conditions for wineries in the County. Nevertheless, the database is frequently used for that purpose. This creates confusion and uncertainty and has resulted in at least one lawsuit. The Civil Grand Jury believes that the current database would be more effective if it were updated to accurately reflect the current operating conditions for each winery

listed. This update would be particularly valuable in minimizing potential misunderstandings during property sales or transfers. This is likely to be a time-consuming exercise and may involve substantial discussions with some of the affected wineries. However, in the long run, it would reduce misunderstandings and legal challenges, especially when existing wineries are purchased.

Compliance and Inspections

Currently, Napa County does not have a routine program for compliance-based audits of permit holders. Instead, audits are conducted only in response to complaints received by the department. The five-person code enforcement team is fully occupied with inspections triggered by public complaints. Given the uncertainty about winery permit operational requirements, and the absence of any compliance audit program, winery owners know that they are unlikely to be challenged about operational changes. For example, County officials say they will not enforce visitation limits unless a complaint is received. Under this policy, any visitor limits in a permit become nearly meaningless.

Much of the focus of the Civil Grand Jury report from 2015, “Are Napa County Wineries Following the Rules”, centered around compliance and inspections of wineries. The report states that the Planning Commissioners directed the Planning Department to initiate an annual "spot" audit of winery production in 2005. An audit program was established which reviewed approximately 20 wineries per year. The 2015 report notes that 30% of one inspector’s time was devoted to winery compliance audit program. The 2015 report indicates that these audits found wineries to be noncompliant on one or more issues between 29% and 40% of the time. However, the audits did not assess water usage or wastewater treatment, allowing the possibility that the actual rate of violations might have been higher.

The 2015 report recommended that the Planning Department increase the number of yearly winery code enforcement audits so that every winery would be audited at least once every five years. The Board of Supervisors agreed with this recommendation. This would have resulted in an inspection rate of about 100 audits per year.

At this time, there is no permit compliance audit program in Napa County as the audit program was suspended in 2015. Reinstating winery audits would help ensure compliance with permit requirements and reinforce confidence in the regulatory process. In addition, fines collected for violations observed could partially fund the inspection program, resulting in a low net cost to the County.

Management

This Civil Grand Jury investigation was not initiated to evaluate the management or the organizational structure of the Napa County Planning, Building & Environmental Services Department. However, during the investigation, multiple interviewees from outside the department voiced some concerns including allegations of questionable practices such as favoritism towards some wineries and vindictiveness towards others. Some interviewees suggested that the current hiring process lacks fairness, with family members and friends allegedly receiving preferential treatment and often working together in the same department.

With the Civil Grand Jury investigation focused on permit enforcement, management issues within the Napa County Planning, Building & Environmental Services Department became evident. The Enforcement Department consists of six technical staff, including two supervisors, and an Office Assistant. The Code Compliance Manager has only one direct report, the Code Compliance Supervisor, while four Compliance Officers report to the Supervisor. This results in a supervisor-to-staff ratio of 1 to 2. In contrast, the Federal Government typically operates with a 1 to 12 supervisor/non-supervisor ratio.¹ Additionally, the recent turnover rate has also been high. In the past year, two of the four code compliance officers resigned, and the Code Compliance Manager was recently dismissed after less than a year in the role for unclear reasons. This represents a 50% turnover rate, far exceeding the generally acceptable level of 10-15%.² This high turnover rate often signals problems in management, culture issues, or a negative work atmosphere.

Although the Civil Grand Jury did not investigate all management-related allegations, the department's organizational structure itself appears top-heavy. Such structures are often associated with higher costs, slower response times, and less effective decision-making.

¹ U.S. Department of Interior, Office of Human Resources, "Position Management and Position Classification Policy Handbook", https://www.doi.gov/sites/doi.gov/files/elips/documents/position_management_and_position_classification_handbook_5_15_18_0.pdf

² Greg Lewis, "Industries with the Highest (and Lowest) Turnover Rates", <https://www.linkedin.com/business/talent/blog/talent-strategy/industries-with-the-highest-turnover-rates>

Findings

The Civil Grand Jury finds:

F1: Pre-application review meetings are optional and come with a fee, which may discourage applicants from using this, reported as helpful, resource.

F2: The County's 80% cost recovery fee model creates added burdens for applicants, with more challenges expected with the planned shift to 100% cost recovery.

F3: The winery database is outdated and inaccurate, limiting its usefulness as a reliable permitting resource

F4: There is no process in place for conducting random audits to ensure winery permit compliance in the County.

F5: The Napa County Planning, Building & Environmental Services Department faces structural inefficiencies, including a high supervisor-to-staff ratio and a lack of effective management structure.

Recommendations

The Civil Grand Jury recommends:

R1: The Napa County Board of Supervisors make pre-application meetings mandatory, eliminate upfront costs, and fold costs into the full permit fee for those who proceed, and to do so by July 2026.

R2: The Napa County Board of Supervisors implement a structured fee system based on project complexity whenever possible to ensure fairness and greater transparency, and to do so by July 2026.

R3: The Napa County Board of Supervisors update and maintain the winery database as the authoritative and trusted reference for permits in the County, and to do so by July 2027.

R4: The Napa County Board of Supervisors establish a funded audit program to monitor winery compliance, and to do so by July 2026.

R5: The Napa County Board of Supervisors evaluate alternative management structures for the Napa County Planning, Building & Environmental Services Department to establish a flatter, more effective organization, and to do so by July 2026

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Required Responses

Pursuant to Penal Code section 933.05, the Napa County Board of Supervisors is required to respond to F1-F5 and R1-R5 within 90 days of receipt of this report.

Appendix

Napa County Permitting Process Flow Charts

Source: Napa County Planning Department.

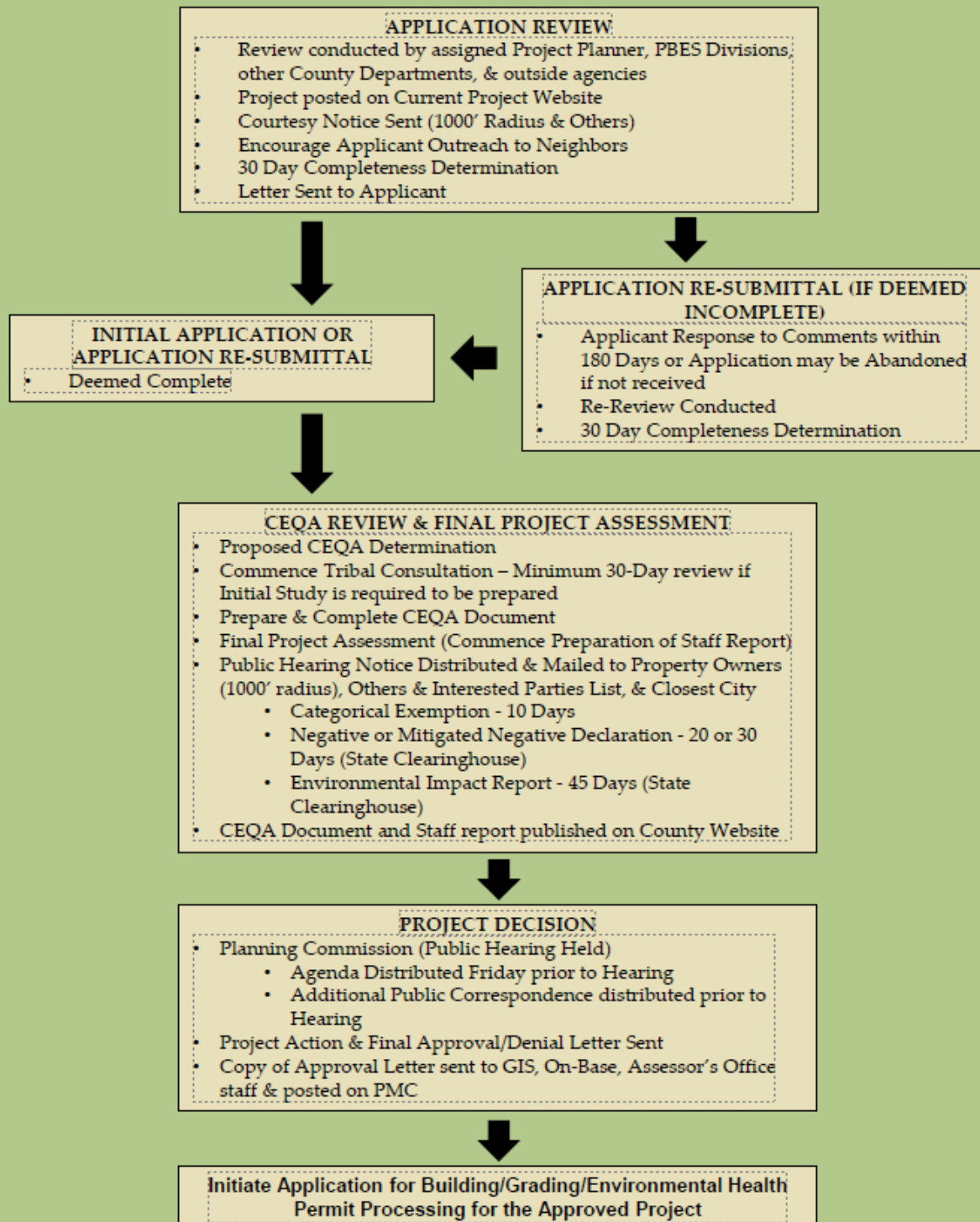


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A Commitment to Service

PLANNING, BUILDING & ENVIRONMENTAL SERVICES

PLANNING APPLICATION SUBMITTAL

PLANNING COMMISSION PUBLIC REVIEW PROCESS



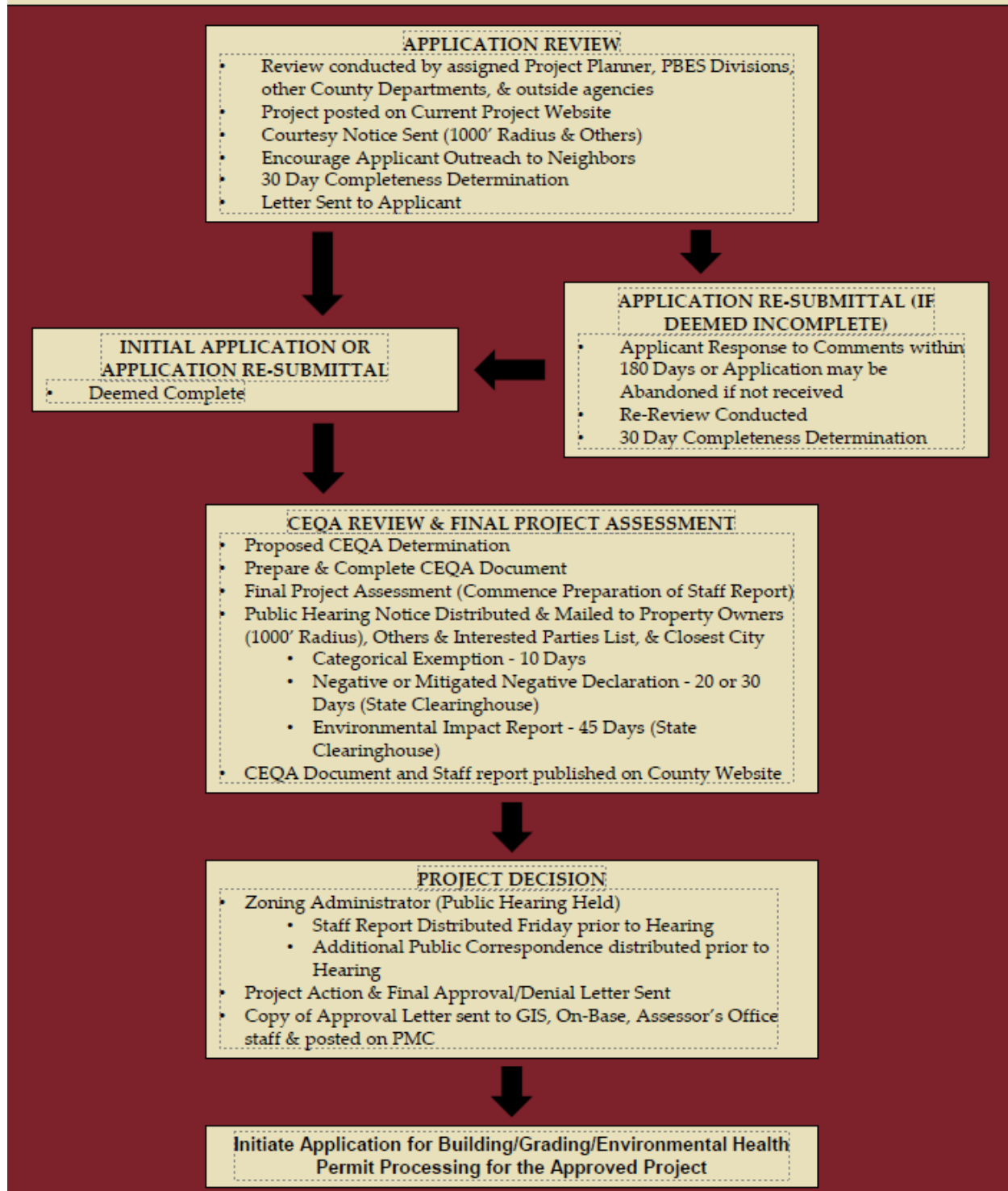


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PLANNING, BUILDING & ENVIRONMENTAL SERVICES

PLANNING APPLICATION SUBMITTAL

ZONING ADMINISTRATOR PUBLIC REVIEW PROCESS

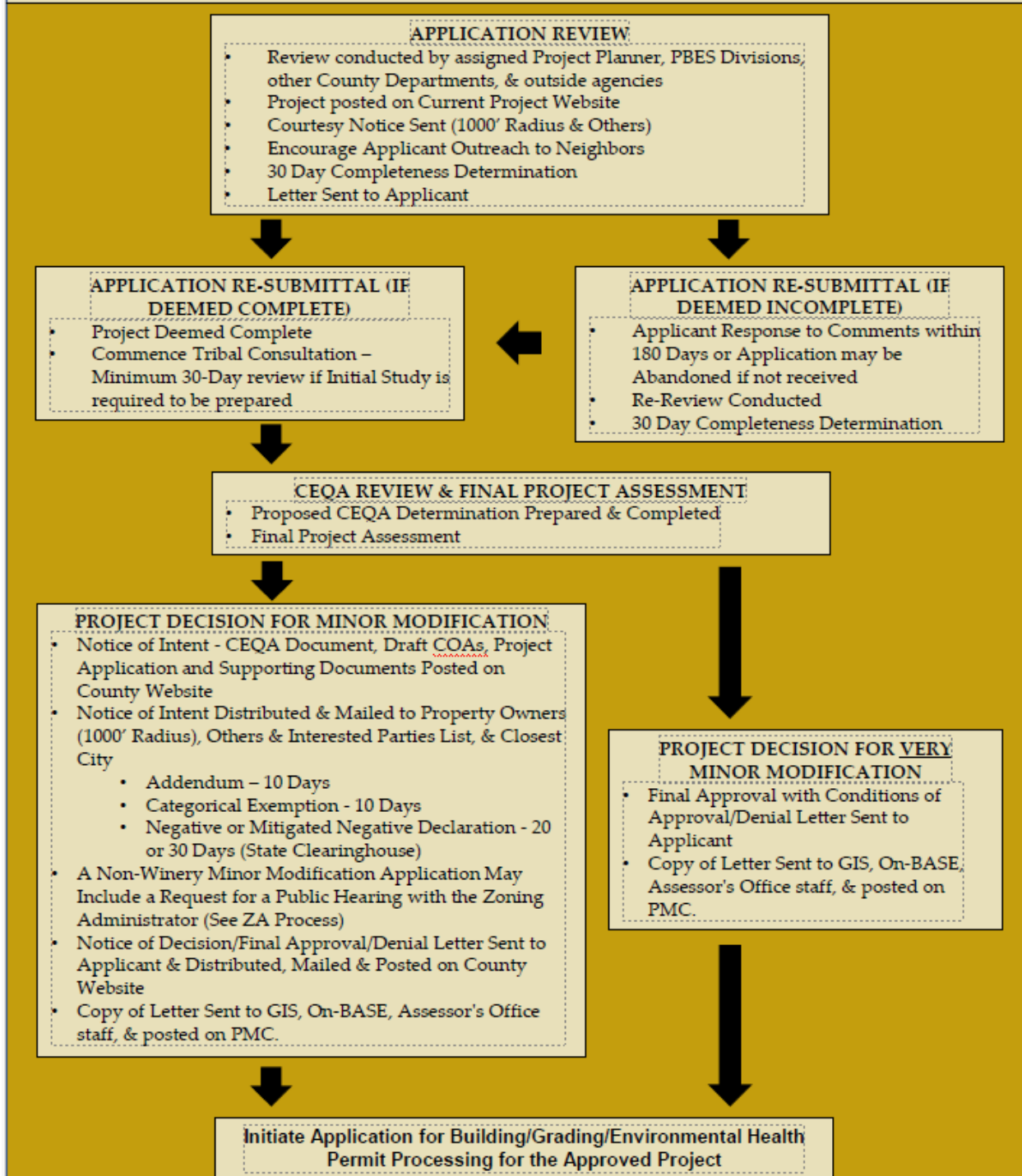




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PLANNING, BUILDING & ENVIRONMENTAL SERVICES PLANNING APPLICATION SUBMITTAL

REVIEW PROCESS FOR MINOR MODIFICATION PERMITS (WINERY & NON-WINERY) & VERY MINOR MODIFICATION (NON-WINERY)



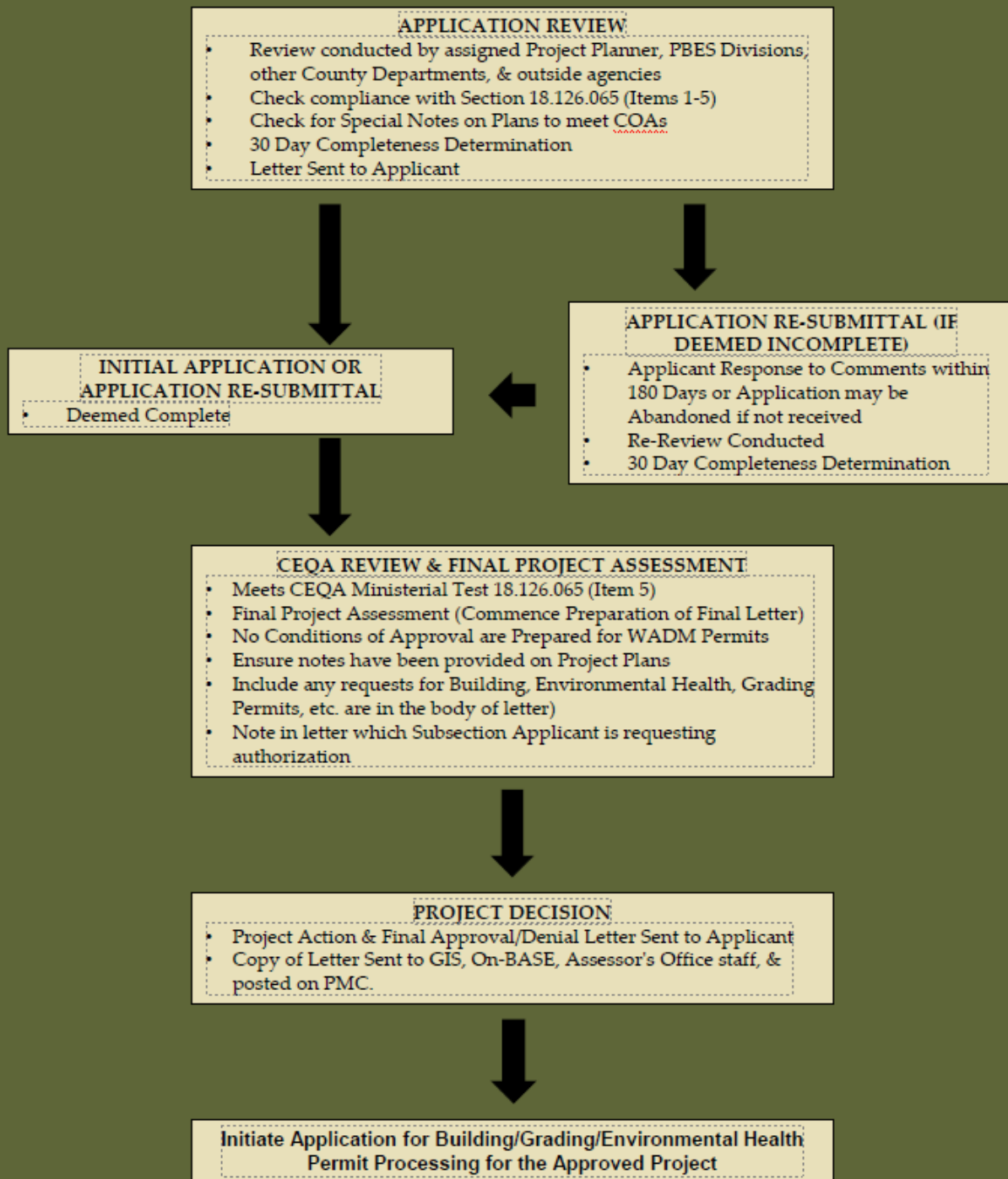


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PLANNING, BUILDING & ENVIRONMENTAL SERVICES

PLANNING APPLICATION SUBMITTAL

WINERY ADMINISTRATIVE PERMIT PROCESS



NAPA COUNTY
RESPONSES TO THE GRAND JURY REPORT:
Behind the Curtain: Napa County Use Permit Process
July 11, 2025

Introduction:

The “Behind the Curtain: Napa County Use Permit Process” Report of the 2024 – 2025 Napa County Grand Jury Report sets forth five (5) findings and five (5) recommendations related to the use permit process in Napa County. This memorandum comprises the responses of the Director of the Planning, Building, and Environmental Services Department, the Chief Executive Officer, and the Board of Supervisors.

Background:

The Planning, Building, and Environmental Services Department (PBES) partners with the community to promote the health, safety, and sustainability of Napa County by providing a range of development services while balancing agricultural, environmental, and economic vitality.

The Planning Division, comprised of a team of thirteen professional land use planners, plays a pivotal role in managing land use, guiding responsible development, and ensuring strict adherence to local, state, and federal regulations. The division oversees the County’s General Plan, zoning ordinances, and land use development policies, facilitating growth that reflects the values and environmental objectives of Napa County’s Board of Supervisors and residents.

A key responsibility of the Planning Division is to review development applications for consistency with the County’s General Plan and zoning ordinances. In addition, the division prepares the necessary environmental documents for these applications, ensuring compliance with all applicable environmental regulations. The division processes more than 30 different types of development applications, ranging from General Plan amendments and zoning changes to new winery permits and modifications, telecommunication permits and temporary events, to lot line adjustments, sign permits, and street addressing, to name a few. Each application type varies in complexity and approval requirements, with application approvals under the purview of the Board of Supervisors, Planning Commission, Zoning Administrator, or administratively by the Department Director. A summary of the Use Permit Types for wineries and non-wineries can be found on the County’s website at the following link: [Use-Permits-and-Modifications---FAQs-and-Flow-Charts](#)

In the processing of development applications, the Planning Division works collaboratively across multiple divisions within PBES, including Engineering, Environmental Health, Code Compliance, and Building, as well as other departments such as Public Works, the County Fire Marshal’s Office, and County Counsel. This collaborative, multi-disciplinary approach ensures a thorough and comprehensive review of every application, considering a broad range of factors including infrastructure, public health and safety, environmental impact, and consistency with land use policies.

In its day-to-day operations, the Planning Division prioritizes transparency and community involvement, actively engaging the public, stakeholders, state agencies, and key decision-making bodies such as the Planning Commission and Board of Supervisors. This commitment to collaboration ensures that land use decisions are made with input from all affected parties, reflecting the diverse interests of the community while adhering to the County's growth and environmental sustainability goals. Through its work, the Planning Division plays a vital role in shaping Napa County's future, guiding development in a way that balances progress with the preservation of the County's unique agricultural character and natural resources.

The Civil Grand Jury findings:

F1: Pre-application review meetings are optional and come with a fee, which may discourage applicants from using this, reported as helpful, resource.

Response: The Director of Planning, Building, and Environmental Services, the Chief Executive Officer, and the Board of Supervisors disagree partially with this finding.

While a pre-application in-office meetings are optional (as well as pre-application site visits), and does come with a fee, these meetings can provide valuable guidance and clarity for applicants. As of July 7, 2025, the fee for a pre-application in-office meeting with the Planning Division, which includes preparatory research, a one-hour in-person meeting, and follow-up, is \$772. Depending on the project's scope, applicants can choose to include additional reviewing divisions at the in-office meeting. The fees for these divisions are as follows:

- Engineering: \$453
- Environmental Health: \$318
- Building: \$496
- Public Works: \$344
- County Fire Marshal: \$1,028
- County Counsel: \$351
- Code Compliance: No Charge

The total cost to meet with all reviewing divisions would be \$3,762. However, the majority of pre-application in-office meetings typically involve only the Planning Division and at times, one other reviewing division. For example, an applicant seeking a development application that requires both a septic system installation and a groundwater permit might schedule a pre-application meeting with both Planning and Environmental Health.

To put this in context, the average county cost for processing a new winery use permit (excluding micro-wineries) from January 1, 2023, to July 2, 2025, was \$37,163. If an applicant holds a pre-application meeting with the Planning Division at a cost of \$772, the total county cost to process the winery use permit would be \$37,935, with the pre-application in-office meeting accounting for only 2% of the total processing cost. The majority of costs borne by the applicant are non-county associated costs, including but not limited to consultants, land use attorneys, architects and designers, and licensed technical

specialists for environmental review, such as biologists and hydrogeologists, as well as the subsequent costs associated with building materials and contractors to build out a new winery. The pre-application in-office meeting fee is a fraction of the overall cost associated with establishing a new winery. The pre-application meetings offer a valuable opportunity to clarify the application process, address potential issues early on, and align expectations; ultimately aiding to reduce the number of resubmittals and potentially lowering overall project costs and the number of application resubmittals.

A winery use permit significantly increases a property's value by granting the legal right to operate a winery, including specific entitlements for production, visitation, and marketing. Since the permit runs with the land in perpetuity, it provides long-term security and is highly attractive to potential buyers or investors. Additionally, it enhances access to capital, as properties with existing winery use permits are viewed as more valuable and can command higher prices due to the region's strict regulations on issuing new permits. Given the significant added value that a winery use permit provides to a parcel, the relatively small cost of a pre-application meeting is minimal when compared to the broader financial investment required for the development of a new winery.

F2: The County's 80% cost recovery fee model creates added burdens for applicants, with more challenges expected with the planned shift to 100% cost recovery.

Response: The Director of Planning, Building, and Environmental Services, the Chief Executive Officer, and the Board of Supervisors disagree wholly or partially with the finding.

State law allows government agencies to recover the cost of providing services by levying fees. Napa County has previously established fees for services and has periodically updated those fees. A comprehensive fee update was adopted in May 2019 via Board Resolution 2019-70. At the conclusion of the 2019 study, the Board of Supervisors maintained the goal adopted in 2003 to obtain full cost recovery for the Building Division and other building permit-related functions of the Fire Marshal, Public Works, County Counsel and Environmental Health, and an 80% cost recovery for all other Planning and Public Works related applications and activities.

Due to significant economic changes since 2019, including inflation, cost of living adjustments due to union contracts, and other related factors, the County initiated an updated fee study in 2023, awarding a request for proposal (RFP) to MGT Consulting to ensure that fees remain aligned with current economic conditions. The goal for this study was to present a well-documented and defensible cost of service plan that would identify rates that would be used to recover billable costs for services and to develop user fees that comply with Proposition 26, Proposition 218, and other applicable statutory requirements and County goals. The study was performed under the general direction of the County Executive Office. The primary goals of the study were to:

- Define what it costs the County to provide the various fee-related services
- Determine whether there are any services where a fee should be collected
- Identify service areas where the County might adjust fees based on the full cost of services and other economic or policy considerations

- Develop revenue projections based on recommended increases (or decreases) to fees

The fee study was presented to the Board of Supervisors on November 5, 2024. Recommendations included but were not limited to increasing cost recovery from 80% to 100% for all applicant fees to ensure the County General Fund isn't burdened by discretionary development applications. In addition to increasing cost recovery to 100%, the fee study recommended increasing the General Plan Surcharge from 3.3% to 7.5%, as the old 3.3% surcharge recovered less than 50% of annual expenses related to General Plan Activities such as the State mandated Housing Element Update or Safety Element Update.

After careful consideration, public comment, and discussion, the Board accepted and adopted recommendations (resolution 2024-119) to increase fees associated with private development applications.

F3: The winery database is outdated and inaccurate, limiting its usefulness as a reliable permitting resource.

Response: The Director of Planning, Building, and Environmental Services, the Chief Executive Officer, and the Board of Supervisors disagree wholly or partially with the finding.

The Winery Database was originally created to support cumulative impact analysis as outlined in Action Item AG/LU-10.1 of the 2008 Napa County General Plan. Its purpose was to track winery production capacity, marketing events, and other characteristics that could impact neighboring properties, not to serve as a real-time entitlement tracking system. However, over time, some community groups and wineries have started to rely on the database as a definitive source for entitlement information. This shift has led to the database being used or "weaponized" in ways it was never intended, based on incomplete or inaccurate data.

While the Winery Database provides valuable context for broad comparisons of winery operations, and though the County strives to ensure the accuracy of the information, it was not intended as a comprehensive record of individual winery entitlements. The database is primarily used by County staff for general reporting purposes at Planning Commission hearings, such as comparing proposed wineries with existing operations within specific geographic areas. It is not, nor was it intended to be a replacement for the official records of winery entitlements. Its misuse can result in confusion or misinterpretation of a winery's legal standing.

Given these issues, it is important for both community groups and wineries to understand the limitations of the Winery Database and avoid relying on it as a definitive source of entitlement information. Instead, formal, established processes such as Status Determinations or official permit documents should be used to confirm the scope of any winery's entitlements.

In addition, to address this issue, the County has included a notice to users of the winery database on the GIS mapping program. The notice explains that the database is "a complex dataset" that is updated, maintained, and spot-checked for accuracy, but that it is not unusual to find errors. Users are directed to a dedicated email address for reporting possible errors. In addition, the notice directs users to the

appropriate public information sources, i.e., the use permit records, to verify the information in the database.

F4: There is no process in place for conducting random audits to ensure winery permit compliance in the County.

Response: The Director of Planning, Building, and Environmental Services, the Chief Executive Officer, and the Board of Supervisors disagree wholly or partially with the finding.

We partially disagree. While Napa County no longer operates the random audit program that existed over a decade ago, where a select number of wineries were audited each year from a randomized list, the County has established other mechanisms to address potential violations. Under the previous Board of Supervisors, the County's Code Compliance program transitioned to a complaint-based model. This model focuses on actively responding to complaints through a structured process that includes warnings, escalating fines, and, when necessary, litigation against non-compliant properties. The County's current approach aims to be both responsive and equitable, ensuring that all complaints are addressed thoroughly and objectively. Code Compliance staff work to uphold regulatory requirements while engaging respectfully with residents and businesses alike.

For wineries, compliance with local and state standards is closely monitored through the permitting and construction phases, but ongoing enforcement post-permitting and post-construction is more challenging in the absence of complaints or self-reporting of violations. Prior to 2015, the previous Board of Supervisors prioritized random winery audits. In December 2018, the Board implemented the Winery Code Compliance Program (Resolution 2018-164). The Compliance Program took a more collaborative approach to help wineries who were out of compliance with their existing entitlement, remedy and resolve their violations to ensure long-term regulatory compliance. Under the Winery Code Compliance Program, 47 wineries enrolled, with 38 successfully reviewed and brought into compliance, while 9 remain pending as of July 2025. The program, although taking longer than expected, emphasized education over penalties, aiming for long-term compliance by guiding wineries to understand and address entitlement inconsistencies. It allowed wineries to align with regulations in a manner that balanced their current and actual operations with environmental review and regulatory standards.

However, competing Board's priorities redirected staff and fiscal resources away from random and structured winery audits. These competing priorities included the devastating impacts of the 2017 and 2020 wildfires, which necessitated extensive recovery efforts, as well as the ongoing demands of post-disaster rebuilding and ensuring community resiliency. In addition, the unprecedented challenges brought on by the COVID-19 pandemic further strained County resources. Consequently, the Board determined that it was necessary to reprioritize resources to address these immediate and pressing concerns, shifting focus away from an established winery audit program.

While the County remains committed to supporting local agriculture and the wine industry, fostering a culture of compliance through education, transparency, and fairness, the revival of a formal Winery Audit Program would require new policy direction from the current Board of Supervisors, as well as the identification of adequate funding and staffing to make it effective.

F5: The Napa County Planning, Building & Environmental Services Department faces structural inefficiencies, including a high supervisor-to-staff ratio and a lack of effective management structure.

Response: The Director of Planning, Building, and Environmental Services, the Chief Executive Officer, and the Board of Supervisors disagree wholly or partially with the finding.

The claim that PBES “faces structural inefficiencies” and “lack[s] an effective management structure” is untrue and not supported by evidence. PBES had a long-serving Director who was called upon to act as a temporary Chief Executive Officer during a lengthy nationwide recruitment. The current Director of PBES was promoted following the prior Director’s announced retirement in 2023. For the past two years, the department has undergone a significant leadership transition and has focused on establishing their own brand of culture which includes a focus on accountability, transparency, and customer service. This new brand of culture has also become a directive of the CEO and Board. While any kind of organizational change can be challenging, PBES has proactively invested in leadership development to strengthen performance management and team dynamics, while simultaneously establishing and re-establishing proactive working relationships with community stakeholders and wine industry groups. Under the prior and now current leadership, the department has consistently demonstrated a clear and well-organized management structure, supported by rigorous internal processes and a commitment to accountability. PBES understands the value of its employees and the importance of accountability and recognition for the highest level of service to the community they serve.

The suggestion that PBES operates without an effective management framework not only misrepresents the department’s operations but undermines the considerable efforts made to ensure high performance and service excellence. Such claims distract from the department’s ongoing dedication to meeting the needs of the community, and we remain confident in the integrity and strength of our leadership and organizational structure while simultaneously striving for continuous reflection and improvement.

Regarding staffing, PBES follows a robust recruitment process and management structure that adheres to established County policies and processes. The department continually evaluates its staffing needs and structure, and with the collaboration of Human Resources, makes staffing decisions that align with the broader goals and needs of the organization. Every vacancy undergoes a thorough review and requires approval by department leadership, the County Executive Office, and Human Resources before being filled.

The Grand Jury’s comments regarding the Code Compliance Division’s high turnover are mischaracterized. While it’s true that there has been turnover, it’s not uncommon for employees to leave for promotional opportunities, secure jobs in more affordable communities, or choose to retire. PBES, like all other county departments, uses its probation period strategically to assess new hires and ensure a good, long-term fit. Furthermore, the current vacancy rate for the department as of July 2025 is 4%.

The Civil Grand Jury recommends:

R1: The Napa County Board of Supervisors make pre-application meetings mandatory, eliminate upfront costs, and fold costs into the full permit fee for those who proceed, and to do so by July 2026.

Response: The recommendation will not be implemented because it is not warranted or is not reasonable.

Napa County supports a transparent, consistent, and professional development review process that encourages early coordination between applicants and staff with the Planning, Building, and Environmental Services Department. Pre-application meetings are an important tool for facilitating communication, clarifying regulatory requirements, and improving the overall quality of project submittals. However, pre-application meetings remain a voluntary service, and Napa County does not mandate them as a prerequisite for filing a development application. Furthermore, Napa County does not require applicants to pay for services unless such fees are adopted through a formal and legally compliant fee schedule. Under the updated fee schedule adopted by the Board of Supervisors in Fall of 2024 after a comprehensive county-wide Fee Study, and effective January 2025, pre-application meetings remain a billable service, consistent with the Board of Supervisors' adopted policy of recovering costs from project applicants rather than relying on the use of taxpayer monies to subsidize private, for profit, discretionary development proposals.

While we appreciate the Grand Jury's interest in improving the use permit process, making pre-application meetings mandatory, and either folding their costs into the overall permit fee or offering them for free to applicants who do not proceed with a permit, is not reasonable. This approach would require taxpayer-funded staff time to support private development interests, contradicting the County's long-standing policy of 80% cost recovery (increasing to 100% in January 2025). Under this policy, those who benefit from specialized services, such as private permit processing, are responsible for covering the associated costs rather than shifting that burden to the general public.

Moreover, making pre-application meetings (office and site visits) mandatory and folding those costs into a permit fee only if the applicant proceeds with a full application raises issues of equity and administrative challenges. The presumptive assumption of the Grand Jury is that everyone who participates in a pre-application meeting moves forward with a formal development application. It should be noted that the pre-application process is sometimes utilized to explore development options for the sale of a property with no intention of proceeding forward with a development proposal. Such a system would require the County to subsidize costs for applicants who choose not to proceed, potentially resulting in unrecoverable expenditure of staff time and resources. The existing structure ensures that applicants who wish to engage in early consultation can do so at their discretion and pay a fair and proportionate cost for the time and expertise involved. While pre-application in-office meetings are scheduled, hour-long consultations that require payment by the applicant, Napa County Planning staff are also available daily to assist members of the public through complimentary, unscheduled 15-minute walk-in consultations either in-person at the permit counter or virtually by Zoom, or by phone. This service allows residents and prospective applicants to receive timely guidance on a wide range of topics, from minor matters such as fence setbacks, lot line adjustments, and home occupation permits to

more complex inquiries involving home remodels, agricultural developments, or winery use permits. This no-cost, readily available service reflects the County's continued commitment to accessibility, transparency, and public service, while distinguishing between general inquiries and the more in-depth, project-specific analysis provided during formal pre-application meetings.

Most importantly, Napa County emphasizes that the quality of a development application is ultimately the responsibility of the applicant and their consultant team. While County staff are available to provide guidance and feedback, including through pre-application meetings, those meetings are advisory in nature. The pre-application process is only effective if the applicant or applicant team chooses to fully utilize the substance of what is discussed at the pre-application meeting and submits a thorough, fully comprehensive application. Often, applicants who participate in pre-application meetings, return after months, or in some cases years, and submit an application that is substantially incomplete. The submission of a partial application creates a process that does not enable staff to complete a comprehensive review of the project in its totality because of missing information. The absence of a complete and thorough application guarantees the applicant an incompleteness letter. Furthermore, if lack of information is related to other aspects of the project and that information is submitted well into the process (e.g. with the second or third resubmittal), that has the potential to result in additional comments, which are often referred to by applicants as "late hits." Those "late hits" are often simply comments from staff on newly submitted information that was initially missing from the application package or the project proposal has been significantly changed or altered to reflect adjustments by the owner in physical layout, interior winery design, hospitality operations, or to address public concerns.

Pre-application meetings are a valuable tool in the development review process; however, they do not replace the need for applicants to perform their own due diligence, retain qualified professionals if needed for complicated development proposals, and submit complete, thorough, and technically sound applications that meet all applicable federal, state, and local regulations. The County's standards for application completeness, technical documentation, and consistency with local, state, and federal regulations are clearly defined in publicly available materials and have been reinforced through staff guidance and public workshops. Ultimately, the onus remains on applicants and the licensed professionals they retain to meet those standards.

To illustrate this, on October 18, 2023, the Planning Commission unanimously approved a use permit for a new 20,000-gallon winery with an associated visitation and marketing plan. The applicant did not participate in a pre-application meeting. The initial application was submitted on August 29, 2022, and after three resubmittals, received approval 13 months and 20 days later. In another case, a micro-winery use permit application began with a pre-application meeting on July 29, 2022. The formal application was submitted on March 16, 2023, and following three resubmittals, was approved by the Zoning Administrator on October 25, 2023, 14 months and 27 days after the pre-application meeting. These two examples, one with a pre-application meeting and one without, demonstrate that timely project review and approval are less dependent on participation in a pre-application meeting and more closely tied to the quality and completeness of the initial submittal. In both cases, the applicants assembled knowledgeable teams that provided thorough applications and sound technical documents, enabling

staff to issue substantive, project-specific comments early in the process and guide each project through the approval process.

While County Planning and County Counsel diligently strive to stay current with the evolving landscape of state and federal regulations, it is equally essential that qualified, licensed professionals retained by applicants during the development process maintain their own expertise and up-to-date knowledge of all relevant federal, state, and local requirements. The complexity and frequent changes in regulatory standards, particularly at the state level, demand a collaborative effort, where both public staff and private consultants contribute their specialized understanding to ensure compliant, thorough, and well-prepared applications. This shared responsibility helps facilitate an efficient and effective review process that protects public interests and supports sound development outcomes.

While Napa County values early engagement and constructive dialogue with project applicants and their teams, it will not implement the Grand Jury's recommendation to mandate and potentially subsidize pre-application meetings. The County will continue to offer this service on a voluntary, fee-based basis as part of a fiscally responsible, applicant-driven planning process that promotes accountability, transparency, and quality outcomes.

R2: The Napa County Board of Supervisors implement a structured fee system based on project complexity whenever possible to ensure fairness and greater transparency, and to do so by July 2026.

Response: The recommendation has been implemented.

Local jurisdictions like Napa County are entrusted with the critical responsibility of managing limited public resources while delivering high-quality services to the community. Development-related fees are a key mechanism for ensuring fiscal responsibility. These fees are not general taxes; rather, they are designed to recover the actual costs incurred by the County in processing private development applications, including staff time, technical analysis, and administrative overhead. Without a structured fee system, the financial burden of reviewing and managing private development would be subsidized by use of taxpayer dollars.

By implementing a fee schedule that accounts for project complexity and the level of service required, Napa County ensures that those who directly benefit from specialized planning services pay their fair share. This promotes transparency, equity, and accountability in the development review process. Fee studies are an essential tool in achieving this goal. They allow local governments to assess the true cost of service delivery and to align fees, accordingly, ensuring sustainable operations without relying on taxpayer subsidies. Structuring fees based on project complexity also helps ensure fairness in a manner whereby simpler projects are not overcharged, while more complex proposals are appropriately assessed fees based on the greater resources they require.

To support this objective, on October 10, 2022, the County Executive Office issued a formal request for proposals (RFP) to identify a qualified consultant to lead a comprehensive, county-wide fee study. The

goal of the study was to provide a data-driven analysis of service delivery costs and to establish a fee schedule that is equitable, transparent, and legally defensible.

Following a competitive selection process, on April 18, 2023, the Board of Supervisors awarded the contract to MGT Consulting, a nationally recognized public sector consulting firm. Over the course of 2023 and 2024, MGT worked collaboratively with multiple departments, including the Planning, Building, and Environmental Services Department, Public Works, County Counsel, the County Fire Marshal's Office, and Ag Commissioner's Office, to evaluate current service costs and cost recovery goals. One substantial change that emerged from the study was the recommendation to the Board of Supervisors to increase the Planning Division's cost recovery target from 80% to 100%. Under the previous 80% model, the remaining 20% of planning-related service costs were effectively subsidized by taxpayers. Transitioning to a 100% cost recovery goal ensures that the full cost of processing private, for-profit discretionary development proposals is borne by the applicant, not the public. This policy shift reflects Napa County's commitment to equitable resource allocation and responsible fiscal stewardship.

The final recommendations from the fee study were presented during a publicly noticed Board of Supervisors hearing on November 5, 2024. After careful consideration, public comment, and discussion, the Board accepted and adopted the recommendations through Board resolution number 2024-119. The new fee schedule, reflecting a more refined, data driven structure, and updated cost recovery targets, went into effect in January 2025.

Napa County has proactively implemented a structured and transparent fee system that ensures applicants pay in proportion to the level of service received, while protecting taxpayer resources. By moving to a 100% cost recovery model for planning services and basing fees on project complexity, the County has positioned itself to continue delivering high-quality public service in a fiscally responsible and equitable manner.

R3: The Napa County Board of Supervisors update and maintain the winery database as the authoritative and trusted reference for permits in the County, and to do so by July 2027.

Response: The recommendation will not be implemented because it is not warranted or is not reasonable.

The Winery Database was originally developed in response to Action Item AG/LU-10.1 of the 2008 Napa County General Plan, which directed staff to "maintain a database of all wineries including their production capacity, marketing events, and other characteristics that could influence analysis of cumulative effects or the winery's effect on neighbors." The intent was to support ongoing cumulative impact analyses and inform future planning efforts, not to serve as a real-time, parcel-specific entitlement tracking system.

Over time, however, some community groups and wineries have come to utilize the database as a definitive source of entitlement information. In some cases, it has been misused or "weaponized" to challenge winery operations based on assumptions or incomplete data. This shift in use on the part of

external users is inconsistent with the original policy direction of the Board of Supervisors and the purpose of the General Plan action item.

To support accurate entitlement verification, Napa County provides a formal process known as a Status Determination. This voluntary application process allows property owners of a use permit to request a thorough review of their legal entitlements. The fee for this process is a deposit of \$1,500 and primarily involves processing by Planning and County Counsel staff based upon hourly rates. County staff then issues a written determination within 120 days of a complete submittal that confirms the scope of a legally established use permit. A Status Determination does not authorize new uses or expand existing ones; it simply documents what has already been approved. It also does not validate historical uses or structures that were not legally established. This decision can be used to inform future land use applications and CEQA baseline conditions.

Unfortunately, some individuals now attempt to substitute the Winery Database for a formal Status Determination, leading to confusion and improper reliance on a tool not designed for entitlement verification. For those with legitimate questions, the Status Determination process or use of the County's official Electronic Document Retrieval (EDR) system, are the appropriate and accurate paths for confirming entitlements.

Meeting the Grand Jury's recommendation would, in effect, require County staff to conduct a Status Determination for every winery in Napa County, regardless of whether such a review has been formally requested, and without payment of the Board-adopted fees. This would be a multi-year initiative requiring the redirection of existing staff from active application processing or the hiring of additional positions funded by General Fund dollars. In other words, the effort would place the cost of researching private property entitlements on taxpayers, despite the County already offering a formal process for applicants to pursue this work at their discretion.

While effort is made to ensure the accuracy of the Winery Database, no dataset is entirely error-free, especially given the complexity of land use entitlements. It is important to note that the Winery Database is not a resource frequently utilized by Planning staff in day-to-day permit processing. Staff primarily reference it when compiling a Winery Comparison Chart for Planning Commission staff reports to provide a broad context to the Commission, such as how a proposed winery's production or visitation numbers compare to existing operations within a 1-mile radius. This information serves as a tool to assist the Planning Commission in facilitating discussions when evaluating project proposals. However, its application is complicated by the varying standards under which wineries operate (e.g., pre-Prohibition, pre-Zoning Code, pre-Winery Definition Ordinance, and post-Winery Definition Ordinance). Beyond this limited use of the Winery Database, it is not a resource used by County staff.

Given the aforementioned issues, Planning staff would be supportive of the Board of Supervisors directing the removal of the Winery Database altogether. This action would help prevent further misuse and misinterpretation while preserving staff resources for their core duties. Lastly, decommissioning of the Winery Database would publicly reinforce the fact that formal Status Determinations or referencing historical documents in the County's Electronic Document Retrieval (EDR) system, are the appropriate paths for confirming use permit entitlements.

Repurposing the Winery Database as a definitive entitlement record would exceed its original intent, demand significant new public resources, and risk ongoing confusion. Instead, staff recommends continued reliance on formal, established processes such as Status Determinations and the EDR system that ensure entitlement information is accurate, legally verified, and consistent with regulatory standards. This approach preserves staff capacity for timely and effective application review while ensuring taxpayer resources are properly managed.

R4: The Napa County Board of Supervisors establish a funded audit program to monitor winery compliance, and to do so by July 2026.

Response: The recommendation requires further analysis.

Napa County's Code Compliance program currently operates on a complaint-based model, a structure necessitated by limited staffing and funding. The County implements a proactive enforcement process that includes warnings, escalating fines, and the potential for litigation if properties remain out of compliance, while emphasizing responsiveness and fairness, ensuring that complaints are addressed in a thorough and objective manner. Code Compliance staff work to balance the County's regulatory obligations with a consistent and respectful approach to residents and businesses alike.

As it relates to wineries, compliance with local and state standards is closely monitored through the entire post-permitting and construction process, with conditions of approval reviewed through routine inspections prior to final occupancy. After a project is built and operational, however, ongoing enforcement becomes more challenging unless the County receives a complaint or a winery self-reports information that is inconsistent with the conditions of its use permit.

The County has taken steps to improve monitoring. In 2015, the Board of Supervisors identified winery auditing as a policy priority and implemented the Winery Audit Program. However, the Board later shifted its focus in 2018/19 to the Winery Code Compliance Program, a more collaborative approach to bringing wineries into alignment with their existing entitlements. In addition to this strategic shift, the previous Board's priorities evolved in response to two major wildfires, post-disaster rebuilding and resiliency efforts, and the need to guide the County through the unprecedented challenges of the COVID-19 pandemic. These realities demanded a redirection of both staff capacity and fiscal resources.

A total of 47 wineries enrolled in the Winery Code Compliance Program. As of the date of this response, 38 have been successfully reviewed and brought into compliance, and 9 are currently pending final resolution. The program, while taking longer than the Board expected to get all the participating wineries through the process, reflects the County's intent to provide permit holders with a clear, structured path to compliance; one that emphasized education over penalty and supported long-term alignment with land use policies. It allowed property owners to better understand their entitlements, acknowledge use permit inconsistencies and violations, and, where no public health or safety risks were present, bring their operations into compliance in a way that balanced business needs with environmental review and regulatory standards. The program further specified that properties that did not submit an application to the Code Compliance Program and who were subsequently found to be out

of compliance with their use permits, were required to come into immediate compliance. They were also required to operate within their existing legal entitlements for one year from the date of the initial Notice of Violation before submitting any subsequent use permit or modification application to the County.

The Planning Department remains focused on supporting local agriculture and the wine industry while safeguarding environmental resources and ensuring adherence to land use regulations. The County's goal is to foster a culture of compliance through education, transparency, and fairness. That said, if the revival of a formal, ongoing Winery Audit Program is a priority of the current Board of Supervisors, it will require clear policy direction and an appropriate funding mechanism to be successful.

To that end, there are two potential funding models that the Board could consider:

General Fund Allocation – The Board could fund new enforcement and monitoring positions directly using General Fund resources. This would require a clear identification of the program as a Board priority and a commitment to fund and sustain new Full-Time Equivalent (FTE) positions.

Use Permit Monitoring Fee – Alternatively, the Board could direct staff to develop an enforcement and monitoring fee to be assessed on new or modified use permits. This fee would help offset the cost of routine monitoring and post-occupancy audits. However, even if such a fee were implemented, it is likely that a General Fund allocation would still be required, as the relatively small number of new or modified use permits processed each year would not generate sufficient revenue to fully cover the staffing and operational costs of a comprehensive audit program for all existing use permits.

It should also be noted that without additional staffing, implementing a full-scale audit program would require redirecting existing Code Compliance staff away from their current complaint-based caseload, which could impact the County's ability to respond to active violations and new complaints across all land use and building codes.

While the Planning, Building, and Environmental Services Department supports a proactive and balanced approach to ensuring winery compliance, the establishment of a formal audit program is a policy-level decision that would require clear Board direction, additional resources, and potentially a new, equitable fee structure. The Department remains committed to working collaboratively with the Board of Supervisors and stakeholders to ensure any future compliance initiatives are fiscally responsible, transparent, and aligned with the County's broader land use policies and goals.

R5: The Napa County Board of Supervisors evaluate alternative management structures for the Napa County Planning, Building & Environmental Services Department to establish a flatter, more effective organization, and to do so by July 2026.

Response: The recommendation has been [partially] implemented.

The Planning, Building, and Environmental Services Department remains committed to building a high-performing, mission-driven team dedicated to exceptional service to the community. In collaboration

with the County's Human Resources division, the department follows a rigorous recruitment protocol focused on identifying qualified candidates who align with the department's values and service goals.

Following a period of long-standing leadership, the department has undergone significant transitions in both management and leadership roles. This change has brought renewed focus to cultivating a culture of accountability, transparency, and customer-oriented service delivery. Recognizing that organizational change can create challenges, PBES has made significant investments in leadership development and organizational support through its ongoing partnership with The Centre for Organizational Effectiveness (TCFOE). These efforts have strengthened performance management, improved team dynamics, and supported the department's overall effectiveness.

As part of its broader organizational development, PBES launched a new Mission, Vision, and Values statement, introduced updated internal and external communication tools, created process guides and checklists, and is actively documenting department-wide standard operating procedures. These tools are designed to provide consistency and clarity for both staff and the public.

The department continuously assesses its organizational structure and staffing needs. Each time a position is vacated, a comprehensive review is conducted of the vacancy in question, and backfilling that position or restructuring requires approval from departmental leadership, the County Executive Office, and Human Resources. Staffing decisions are not made in isolation at the division level. Division managers serve as both working managers carrying their own workload and assignments, in addition to managing direct reports and overseeing day-to-day operations of their assigned division. PBES has worked closely with Human Resources to implement restructuring efforts when appropriate, with a focus on enhancing performance, accountability, and service delivery. For example, as part of the Fiscal Year 2025–26 budget, the department received approval to convert a Field Inspection Supervisor to a Deputy Chief Building Official and a Plans & Permit Supervisor to a Permit Technician. Both changes reflect efforts to flatten management layers and improve oversight and customer service.

Specific to Code Compliance Division, the Grand Jury noted "... the recent turnover rate has also been high. In the past year, two of the four code compliance officers resigned, and the Code Compliance Manager was recently dismissed after less than a year in the role for unclear reasons. This represents a 50% turnover rate.... This high turnover rate often signals problems in management, culture issues, or a negative work atmosphere." The Grand Jury's assessment of the Code Compliance Division is a mischaracterization that lacks context and substantive examples of "problems in management, culture issues or a negative work atmosphere." While the County will not comment on individual personnel matters, in general it is not uncommon for resignations to occur due to employees leaving for promotional opportunities with other jurisdictions, to relocate for jobs in communities that have a lower cost of living than Napa County, or for tenured employees to simply retire. In the recruitment and onboarding of new employees, the probation period is not merely used as a formality, but as a strategic window to train, assess, and hold new hires accountable, which at times leads to positive turnover whenever there isn't a good fit. As of July 2025, the department-wide vacancy rate is 4%.

Lastly, regarding the Grand Jury's comment of "family members and friends allegedly receiving preferential treatment and often working together in the same department", as previously noted, all

recruitments are conducted in close coordination with Human Resources and subject to the County's hiring rules, including Policy 37H – Rule 6, Section 5 which states: *The employment of a member of any employee's immediate family within the same department shall only be permitted when (1) the related employees are not supervised by the same supervisor, and when (2) the course and nature of their work is independent and does not cause interaction or a close working relationship. An employee's immediate family shall be considered for this provision as spouse, child, mother, father, grandparent, or grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law or a corresponding step-relationship. Relatives of nonclassified employees shall not be employed in the same department as the nonclassified employees. The employment of relatives exclusion shall not apply to employees currently employed as of the date of adoption of this provision.*

This policy has been in effect since 2005 and is adhered to in all PBES hiring decisions. In addition, the department is developing a formal guidance document for employees to clarify expectations for family member employment. As of July 11, 2025, this document has been submitted to Human Resources for review and feedback.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1332

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: J.R. Rogers, Fire Administrator
SUBJECT: Fire Services Agreement with the Town of Yountville

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 180316B with the Town of Yountville for fire protection services increasing compensation from \$1,789,976 to \$1,847,975. (Fiscal Impact: \$59,999 Revenue; Fire Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Fire Department contracts with the California Department of Forestry and Fire Protection (CAL FIRE) for personnel for its fire protection services in addition to nine volunteer fire departments that operate under a County Fire Plan and are supported by the County. The County contracts with the Town of Yountville and the California Veterans Home to provide fire protection services to those jurisdictions.

Fire Protection services in the Yountville area are provided through a three-way cost share between the County, the Town of Yountville, and the Veterans Home. The agreement provides for the Town's share of staffing, including fire suppression, fire prevention, rescue, emergency medical services, and all life safety hazards as well as operating the Yountville Station. This amendment provides revenue to the County for the Town's share of staffing and operating costs for Yountville Fire Station.

For Fiscal Year 2025-26, station staff and services will remain the same from Fiscal Year 2024-25. Fiscal Year 2025-26 contract will increase the compensation rate and contract maximum to \$1,817,975 for fire protection services and \$30,000 for engine replacement. Amendment 3 is a single-year amendment and future year adjustments beyond Fiscal Year 2025-26 will be negotiated with representatives of the Town of Yountville.

This agreement is written as a contract amount. This shared contract has been a positive example of cooperative fire services.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund (2100)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This agreement provides revenue to the County of Napa through June 30, 2026, to offset fire expenditures at the Yountville Fire Station.
Is the general fund affected?	No
Future fiscal impact:	The County is responsible for one third of the three-way cost share for the Yountville Station.
Consequences if not approved:	If not approved there will be a loss of one third of the three-way cost share between the County, the Town of Yountville and the Veterans Home.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code of Regulations Title 14, section 15378 (State of California CEQA Guidelines) and therefore CEQA is not applicable.

AMENDMENT NO. 3**NAPA COUNTY AGREEMENT NO. 180316B****PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 (“Amendment No. 3”) **TO AGREEMENT NO. 180316B** is made and entered into as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and TOWN OF YOUNTVILLE, a municipal corporation, hereinafter referred to as “TOWN.”

RECITALS

WHEREAS, COUNTY and TOWN entered into Agreement No. 180316B (“Agreement”) as of July 1, 2012, whereby COUNTY agreed to provide fire protection services to TOWN; and

WHEREAS, on or about July 1, 2018, COUNTY and TOWN entered into Amendment No. 1 to the Agreement to increase maximum compensation; and

WHEREAS, on or about July 1, 2023, COUNTY and TOWN entered into Amendment No. 2 to the Agreement to increase maximum compensation; and

WHEREAS, TOWN continues to need fire protection services from the Napa County Fire Department and COUNTY is willing to and able to continue to provide such services; and

WHEREAS, COUNTY and TOWN now wish to amend the Agreement to extend the term and update the compensation rates.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and TOWN hereby amend Agreement No. 180316B, as follows:

1. Paragraph 1 of the Agreement is hereby amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on July 1, 2012, and shall expire on June 30, 2026, 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 obligations of TOWN 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

IN WITNESS WHEREOF, this Amendment No. 3 was executed by the parties hereto as of the date first above written.

TOWN OF YOUNTVILLE

By Brad Raulston
BRAD RAULSTON, Town Manager

"TOWN"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, 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>June 30, 2025</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>
<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>June 30, 2025</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>



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1314

TO: Board of Supervisors
FROM: Christine Briceño, Chief Human Resources Officer
REPORT BY: Joy Cadiz, Staff Services Manager
SUBJECT: Resolution Approving a Side Letter with Napa County Probation Professionals Association Updating the Definition of Safety/Hazard Premium to Count as Pensionable

RECOMMENDATION

Adopt a Resolution to approve a Side Letter Agreement dated June 30, 2025, with the Napa County Probation Professionals Association Supervisory and Non-Supervisory Units to update the definition of Probation Safety/Hazard Premium Pay to continue providing Probation Officers and Juvenile Hall Counselors with a 5% Premium Pay to be counted as pensionable pay, effective January 1, 2020. (No Fiscal Impact)

BACKGROUND

Since 2007, Napa County has paid Probation Officers and Juvenile Hall Counselors a 5% Safety/Hazard Premium, which CalPERS has counted as pensionable. This premium was established to acknowledge the inherently hazardous nature of their duties, particularly in implementing health and safety procedures for probationers and juveniles.

The current Memoranda of Understanding (MOUs) for the Napa County Probation Professionals Association Supervisory and Non-Supervisory Units simply state that "those in the Juvenile Hall Counselor and Probation Officer series shall receive a 5% hazard premium." However, the County recently learned that CalPERS only considers Safety/Hazard Premiums pensionable if applied to positions routinely and consistently exposed to toxic, radioactive, explosive, or other hazardous substances, or those performing hazardous activities to implement health or safety procedures. Because the County intends for this premium to remain pensionable, the Side Letter Agreement now includes detailed language and examples of routine duties performed by Probation Officers and Juvenile Hall Counselors to meet these criteria.

Requested Action:

1. Adopt a Resolution to approve the Side Letter Agreement dated June 30, 2025, revising the definition of

Probation Safety/Hazard Premium Pay, effective January 1, 2020.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. 2025-_____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, APPROVING A SIDE LETTER WITH NAPA COUNTY
PROBATION PROFESSIONALS ASSOCIATION UPDATING THE DEFINITION OF
SAFETY/HAZARD PREMIUM SO THAT IT IS COUNTED AS PENSIONABLE,
EFFECTIVE JANUARY 1, 2020**

WHEREAS, Government Code Section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, as of 2007 and prior to the formation of the Napa County Probation Professionals Association in 2023, Napa County provided a 5% Probation Safety/Hazard Premium Pay that was included as Special Compensation and was intended to be pensionable pay to Probation Officers and Juvenile Hall Counselors;

WHEREAS, the 2023 adopted Memorandum of Understanding (MOU) for the Napa County Probation Professionals Association Supervisory and Non-Supervisory Units carried over language previously approved by CalPERS for the 5% Probation Safety/Hazard Premium Pay to be counted as pensionable pay to Probation Officers and Juvenile Hall Counselors;

WHEREAS, in 2025 CalPERS notified Napa County that the previously approved 5% Probation Safety/Hazard Premium Pay MOU language to be counted as pensionable pay to Probation Officers and Juvenile Hall Counselors was no longer acceptable.

WHEREAS, the Chief Human Resources Officer recommends that the County revise the Napa County Professional Probation Association Supervisory and Non-Supervisory Units Memorandum of Understanding through the Side Letter Agreement dated June 30, 2025, as set forth in Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby approves the Side Letter Agreement dated June 30, 2025, regarding Probation Safety/Hazard Premium Pay, effective January 1, 2020, as set forth in Exhibit "A."

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
 held on the 29th day of July 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
 the State of California

By: _____
 ANNE COTTRELL, Chair of the
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: July 10, 2025</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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A Tradition of Stewardship
A Commitment to Service

County Executive Office
Human Resources Division

Christine Briceño
Chief HR Officer

1195 Third Street, Suite 110
Napa, CA 94559
NapaCountyCareers.com

Main: (707) 253-4303
Fax: (707) 259-8189

June 30, 2025

Re: Side Letter Agreement Regarding Hazard Pay

Section 21.0 of the Supervisory and Non-Supervisory Memorandum of Understanding (MOU) between Napa County Professional Probation Association (NCPA) Supervisory and Non-Supervisory Units and Napa County states the following:

Probation Safety/Hazard Premium:

PERS-eligible safety employees, as defined in the California Public Employees Retirement Law, Government Code section 20438, in the Juvenile Hall Counselor and Probation Officer series shall receive a 5% hazard premium.

Section 21.0 was originally drafted and agreed to in 2017, when Probation Officers and Juvenile Hall Counselors were represented by SEIU 1021. The language was intended to recognize the hazardous nature of their duties, particularly as they related to implementing health and safety procedures for juveniles and probationers. In 2022, following the formation of NCPA and the negotiation of a new MOU, Section 21.0 was carried over without revision.

Recently, a NCPA bargaining unit member requested a retirement estimate from CalPERS. It was during a review of that estimate that Napa County was made aware that the "Hazard Pay" Special Assignment Pay assigned to the that classification (and the other aforementioned) was incorrectly assigned, as those classifications were not "...*routinely and consistently exposed to toxic, radioactive, explosive or other hazardous substances or perform hazardous activities to implement health or safety procedures.*" And the pay was excluded from pensionable pay.

It was and is the intent of Napa County for the 5% Premium Pay to be included as Special Compensation and therefore included as pensionable pay.

To remedy this and allow for the Premium Pay to be included as Special Compensation, Section 21.0 should be revised to say, retroactive to January 1, 2020:

Probation Officer and Juvenile Hall Counselor Hazard Safety Premium Pay:

Compensation to Juvenile Hall Counselors and Probation Officer series employees who are assigned to juvenile hall or jails and routinely and consistently perform hazardous activities to implement safety procedures, such as performing drop-off and intake searches to ensure removal of weapons, drugs, contraband, and other hazardous items; maintaining a controlled facility; responding to and preventing altercations; and ensuring the health and safety of detained individuals and other individuals entering and exiting the facility. The compensation will consist of 5% of base pay paid bi-weekly.

FOR NAPA COUNTY:

Christine Briceño

Christine Briceño
Chief HR Officer

6/30/2023
Date

FOR NCPPA:

M. Goodrich
NCPA President
M. Goodrich

7/2/2025
Date



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-905

TO: Board of Supervisors
FROM: Greg Bown, Interim Chief Technology Officer - Information Technology Services
REPORT BY: Elena Guzmán, Staff Services Analyst II
SUBJECT: Amendment No. 9 to Agreement No. 200281B with Tyler Technologies, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 9 to Agreement No. 200281B with Tyler Technologies, Inc. for the implementation of Tyler's utility module beginning July 1, 2025. (Fiscal Impact: \$54,740 Expense; Capital Project Fund; Budgeted; Discretionary)

BACKGROUND

On March 10, 2020, the Board of Supervisors approved Agreement No. 200281B with Tyler Technologies for implementation and hosted software services of a new Countywide Financial and Human Resources ERP system in the amount of \$4,103,352.

On September 1, 2020, the Board of Supervisors approved Amendment No. 1 to revise the payment structure for travel and remove the change management component from the Statement of Work.

On September 15, 2021, the Board of Supervisors approved Amendment No. 2 to reclassify unused date conversion hours, from Phase I - Financials, to implementation hours in the amount of \$29,400 with no change in the contract terms or amounts.

On June 21, 2022, the Board of Supervisors approved Amendment No. 3 and Amendment No. 4. Amendment No. 3 increased the contract by \$262,300 for a 6 month go-live extension of the HCM system implementation. Amendment No. 4 increased the contract by \$48,992 for the purchase of Tyler Technologies' eProcurement software and related professional services.

On October 18, 2022, the Board of Supervisors approved Amendment No. 5, increasing the agreement

maximum by \$222,500 to a new total of \$4,621,244 for the purchase of additional platforms, Tyler Data & Insights and Tyler Open Finance.

In July and September of 2024, the Project Management Team approved Amendments No. 6 and No. 7 for non-substantive changes and a reduction of costs due to removal of services that were not being implemented.

On April 8, 2025, the Board of Supervisors approved Amendment No. 8 exercising the option to extend an additional five-year term, commencing April 1, 2025, with a five percent increase over the fees charged for the initial term and removing three Tyler Software as a Service (SaaS) platforms, reducing the contract by \$95,267.

Amendment No. 9 is for the implementation of the Tyler Utility Billing Module which will be utilized by Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District and Napa Sanitation District. The new billing module will enhance customer service capabilities, reduce the administrative burden and support more timely and accurate billing for customer accounts. In addition, the new billing module will also greatly enhance the ability to report system data (consumption, customer growth, etc.) to regulatory agencies as needed for annual reports or for future funding applications for capital projects. The Districts are customers of the County that use and support the Tyler software through Information Technology charges. Total increase to the contract for this amendment is \$54,740 with annual support costs of \$9,740 for this specific module will be included in the District's charges going forward, with no impact on the County General Fund.

Requested Action:

Approve and authorize Amendment No. 9 with Tyler Technologies, Inc. for Tyler's Utility Module effective July 1, 2025.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Implementation costs will be paid from Capital Project Fund 3000, Project 20ERP
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:

Without the amendment the three agencies will be required to continue using their outdated and inefficient billing system.

Is the general fund affected?

No

Future fiscal impact:

Future costs will be included in Information Technology Services (ITS) budget as part of the ITS direct allocation charges.

Consequences if not approved:

If not approved, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District and Napa Sanitation District will continue to operate with their current billing systems which are outdated, inefficient, and have a high risk of potential errors due to manual processes involved.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Napa County Agreement No. 200281B



AMENDMENT 9

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Napa County, with offices at 1195 Third Street, Ste. 310, Napa, California 94559 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 10, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of July 1, 2025 and, notwithstanding anything to the contrary in Exhibit 1, ending cotermious with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. As of July 1, 2025, the annual SaaS fees payable under the Agreement shall be increased by \$9,740, with a quarterly payment increase of \$2,435. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Napa County

By: Erik Graney

By: _____

Name: Erik Graney

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 05/21/25

Date: _____

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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APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Date: <u>May 18, 2025</u> PL No: <u>131880</u>





Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date, despite any expiration date in the Amendment Investment Summary that may have lapsed as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For:

Napa County
Suite 310
1195 Third Street
Napa CA 94559-3035

Shipping Address:

Quoted By: Karen Grosset
Quote Expiration: 08/06/25
Quote Name: Napa County - ERP - Utility Billing
Quote Description: Utility Billing
Saas Term: 1.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Revenue			
Central Property File	1	8	\$ 1,577.00
Resident Access	1	24	\$ 3,800.00
Utility Billing CIS	1	128	\$ 3,564.00
Utility Billing Meter Interface	1	16	\$ 799.00
TOTAL		176	\$ 9,740.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	24	\$ 225.00	\$ 0.00	\$ 5,400.00	\$ 0.00
Remote Implementation	176	\$ 225.00	\$ 0.00	\$ 39,600.00	\$ 0.00

2025-522290-G1R4N5

TOTAL \$ 45,000.00 \$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 9,740.00
Total Tyler Services	\$ 45,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 45,000.00	\$ 9,740.00
Contract Total	\$ 54,740.00	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document.
 - Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or

services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.






A-200281B Amend 9 Tyler Technologies

Final Audit Report

2025-05-21

Created:	2025-05-20
By:	Stacey Gerard (stacey.gerard@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsvGQxVkJZgU-gFpAvXx1SfqCgWksj3RwV

"A-200281B Amend 9 Tyler Technologies" History

-  Document created by Stacey Gerard (stacey.gerard@tylertech.com)
2025-05-20 - 4:12:05 PM GMT- IP address: 163.116.144.109
-  Document emailed to Erik Graney (erik.graney@tylertech.com) for signature
2025-05-20 - 4:12:54 PM GMT
-  Email viewed by Erik Graney (erik.graney@tylertech.com)
2025-05-21 - 12:30:28 PM GMT- IP address: 163.116.249.91
-  Document e-signed by Erik Graney (erik.graney@tylertech.com)
Signature Date: 2025-05-21 - 12:31:19 PM GMT - Time Source: server- IP address: 163.116.249.91
-  Agreement completed.
2025-05-21 - 12:31:19 PM GMT



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1318

TO: Board of Supervisors
FROM: Anthony Halstead - Library Director
REPORT BY: Michelle Carreon - Supervising Staff Services Analyst
SUBJECT: Annual reporting of Friends Donations

RECOMMENDATION

Accept and file a report of annual donations received from Friends of the Library groups for Fiscal Year 2024-25. (Fiscal Impact, \$15,000 Revenue; Napa County Library Fund; Budgeted; Discretionary)

BACKGROUND

Board of Supervisors adopted the Napa County Library policy, Section 29, authorizing The Library Director to accept donations and gifts on behalf of the County Library of ten thousand dollars (\$10,000) or less from Friends of the Library groups and report such donations annually to the Board of Supervisors. In fiscal year 2024-2025 the library received \$15,000 in donations which were deposited into the library fund from Friends of the Library groups to support existing Library services and programs.

Requested action:

1. Accept and file a report of annual donations received from Friends of the Library groups for Fiscal Year 2024-25 in the amount of \$15,000 that were deposited within the library fund.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Napa County Library Fund 2020.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Funds were deposited in specified library locations budget to facilitate fiscal monitoring and ensure that donation spending was consistent with the intent of the donors.
Is the general fund affected?	No

Future fiscal impact:

None, donated funds will be utilized in the fiscal year received.

Consequences if not approved:

Friends' groups will not be recognized for their donations.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Date	Subdivision	Location	Description	Amount
8/13/2024	2020004	Calistoga	2024-2025 Friends Donation	4,000.00
2/24/2025	2020002	American Canyon	Friends of AmCyn Donation	4,000.00
3/17/2025	2020003	Yountville	Friends of Yountville Donation	3,000.00
5/14/2025	2020004	Calistoga	24/25 Friends of Calistoga Donation	4,000.00
			Total Friends Donations FY 2024-2025	15,000.00



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1330

TO: Board of Supervisors
FROM: Amanda Gibbs, Chief Probation Officer
REPORT BY: Ferlyn Buenafe, Probation Administration Manager
SUBJECT: Agreement with Sonoma County Probation Department

RECOMMENDATION

Approve and authorize Agreement No. 260076B with Sonoma County Probation Department to provide care and housing for court-ordered youth. (Fiscal Impact: \$240,000 Expense; General Fund; Budgeted; Mandatory).

BACKGROUND

Senate Bill 823 (2020), began the closure of the state's Division of Juvenile Justice (DJJ), realigning those state functions to the County governments. Under SB 823, DJJ intake closed for most youth on July 1, 2021 and counties became fully responsible for housing, programming and treatment of youth at their offense and needs levels who can no longer be committed to DJJ.

Welfare & Institutions Code (WIC) Section(s) 1990-1995 established the Juvenile Justice Realignment Block Grant program for the purpose of providing county-based care, custody, and supervision of youth who are realigned from the state Division of Juvenile Justice or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure.

The Juvenile Justice Realignment Block Grant is continuously appropriated in statute with broad flexibility to provide services to the realigned youth who were previously eligible for commitment to the DJJ.

A subcommittee of the Napa County JJCC was created with a collective interest in ensuring Napa County realigned youth will have access to regional, high-quality programming and services in the event they are adjudicated to a secure facility. The subcommittee agreed to a Secure Track placement, which includes specialized treatment programs and services for targeted youth provided by another county.

Sonoma County will charge the County \$390 per day for each youth housed at their facility in addition to any medical, dental, optical, surgical, psychiatric/mental health, hospitalization, and/or similar treatment.

For services not able to be provided by Probation, today's action will allow the Department a resource to provide secure track services to address the complex needs for youth ordered by the court into a secure youth treatment facility, meeting the requirements of SB 823.

Requested Action:

Approve and authorize Agreement No. 260076B with Sonoma County Probation Department for the term July 15, 2025 through June 30, 2030 with an anticipated cost of no more than a \$240,000 this fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	14200-00
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Appropriation will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If the agreement is not approved, the County is not able to provide the required care and treatment services with existing staff and Juvenile programs.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of Jul 15, 2025, ("Effective Date") is by and between the County of Sonoma (hereinafter "County"), and the County of Napa (hereinafter "Sending County"), each political subdivisions of the State of California.

RECITALS

WHEREAS, County has established detention facilities for juveniles (hereinafter "Youth") under the jurisdiction of the Juvenile Court known as the Sonoma County Juvenile Hall and Probation Camp (hereinafter "Facilities" unless necessity calls for them to be referenced individually), in accordance with Welfare and Institutions Code, Sections 850, et seq; and

WHEREAS, there may be a need for Sending County to house certain Youth at County's Facilities pursuant to Welfare and Institutions Code Sections 872, 1995, and/or 2250, where there is no suitable juvenile facility at Sending County, and Sending County desires to place its own Youth in County's Facilities; and

WHEREAS, in the judgment of the parties, it is necessary and desirable to enter into an Agreement memorializing the terms and conditions mutually agreed upon between County and Sending County for the housing of Sending County's Youth in County's Facilities.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Care to be Provided by County. Upon Sending County securing an appropriate Court Order for the housing of a Youth from Sending County at County's Facilities, and upon completion by Sending County of County's admission procedures, County will accept from Sending County and provide care and housing for such Sending County Youth at County's Facilities for the duration of such Court Order and any subsequent Orders that may be issued, subject to the conditions and limitations of this Agreement. Care for Youth will include care and housing in accordance with applicable laws and current Sonoma County Juvenile Hall or Probation Camp Policies/Procedures, including but not limited to Classification and Education Services, as well as Program Plans (consistent with Sonoma County's Juvenile Justice Realignment Block Grant Annual Plan) including limited routine health and dental care (as set forth in Section 2.2, below), language services, counseling, academic assessment, and individual rehabilitative plans to meet resident and family needs.

1.2 Screening and Physical Examination Prior to Detention. Sending County agrees to submit referral and screening documents to County regarding the suitability of the placement of Youth at County's Facilities, and to provide a physical health examination for each of its Youth prior to detention at the Facilities. Sending County will only refer those Youth

who are fit and suitable for housing in County's Facilities in accordance with all applicable standards.

1.3 Additional Responsibilities of Sending County.

Sending County shall:

- 1.3.1. Provide to County intake documents including, but not limited to: all Probation reports and court orders related to commitment of youth to a secure youth treatment facility; confirmed copies of legal documents committing Sending County's Youth to County's Facilities; consent to medical treatment signed by a parent/legal guardian if the Youth is over 18 years of age, the Youth, or by Sending County's juvenile court judge; any referral forms required by County; any education information, including any Individualized Education Plan; copies of Youth health records and/or psychological or psychiatric evaluations, and any special needs of the Youth or family in possession of Sending County; an Individual Rehabilitation Plan in a format acceptable to County; any other documentation that will assist in a successful placement; and an executed authorization for exchange of information.
- 1.3.2. Engage in case management activities designed to support Youth and prepare them for return to Sending County, as may be reasonably determined by County and Sending County. Case management activities may include such actions as conducting face-to-face visits with Youth by Sending County at least once a month, with no less than 14 days in between visits (without prior coordination with County to avoid disruption of schedules, programming, etc.), assisting County in maintaining contact with the Youth's family, and providing requested information or input in the Youth's case plan.
- 1.3.3. Promptly arrange for the transportation of any Youth out of the Facilities upon receipt of a written or oral request from County to remove the identified Youth. County agrees that once a request for removal is made, Sending County shall have up to 48 hours to pick up the Youth from the Facility, unless exigent circumstances require removal within less than 48 hours. If a Notice or Petition first must be filed with the Court regarding returning the Youth to Sending County, Sending County shall promptly file such required Notice or Petition with the Court with cooperation from County.
- 1.3.4. Share data, confidential case records, statistics, and other confidential documents as needed in accordance with federal and state laws and policies and in compliance with Welfare and Institutions Code 827(a)(1)(K) and 827.12, for evaluation and measurement of outcomes. County understands that the information obtained may include confidential information. As such, County agrees not to disclose to any unauthorized group or individual any of the information obtained pursuant to this Agreement. Access to the data shall be limited to County's staff assigned to the youth and for planning and evaluation

purposes. County agrees, in return, to share data with the Sending County as outlined above.

1.3.5. Cooperate with County and County staff in the performance of all work hereunder.

1.4 Limitations. The Directors of the Facilities or the Probation Chief of County may, at their complete and absolute discretion, determine that a particular Youth referred by Sending County is not appropriate for placement and may decline to accept or retain such Youth of the Sending County. County also has the discretion to decline Youth from Sending County if County determines there is not adequate space for such Youth at the Facilities, or it may add Youth to a waiting list.

1.5 Access to Probation Department Facilities. Sending County shall be permitted access to Sonoma County Facilities for the purpose of performing the services required under this Agreement. Sending County agrees to comply with all Sonoma County policies and procedures, including policies regarding the Prison Rape Elimination Act of 2003 (PREA), no firearms allowed in County Facilities, and any directives issued by Probation Department staff relating to safety and security while receiving services in the Facilities.

2. Payment.

2.1. Rates for Services.

2.1.1. Sending County shall pay County the sum of \$390 per day in FY 25-26 (July 01, 2025, through June 30, 2026) for each of its Youth housed at County's Facilities; this rate includes all routine housing costs with the exception of specific costs described in this section. In FY 26-27 and following years, Sending County shall pay County a daily rate equaling County's then calculated cost for housing Youth. Prior to each fiscal year, County will provide the rate to Sending County in the form of an amended Agreement.

2.1.2. Payment of the aforementioned fees shall constitute full payment and satisfaction of the obligation of Sending County for its Youth, except as otherwise specified in the Agreement. County will bill Sending County monthly in arrears of the provision of services. Billing will commence on the day of admission and will terminate on the day prior to release. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business within 30 days after presentation of an invoice in a form approved by the County for services performed.

2.2. Cost of Medical Care for Sending County's Youth. Sending County will provide and pay for any and all medical, dental, optical, surgical, psychiatric/mental health, hospitalization, and similar treatment, with the exception of Routine Medical Treatment, as defined in this Agreement. "Routine Medical Treatment" means well child care including medical history, physical examination, and laboratory tests in accordance with

standards published by the American Academy of Pediatrics and as outlined in Early and Periodic Screening, Diagnosis and Treatment schedules; examinations by a medical provider in response to a youth's illness or injury; and first aid care available on site in response to a youth's illness or injury. Examples of routine medical care include, but are not limited to, preventative care or wellness care, blood tests, immunizations, annual health check-ups, bi-annual dental exams, and cleaning.

2.1.1. Sending County shall provide County with an adequate supply of any prescription medication, prescribed to Youth at the time of admission for the full period of housing at the Facilities, and/or shall be responsible for the payment of any additional prescribed medication for the Youth.

2.1.2. Sending County agrees to assume sole responsibility for and fully reimburse County for the cost of non-routine medical or dental care that are incurred by the County for programming and services provided to the Youth of Sending County. Sending County shall pay for such Costs within 30 days of billing (date on which invoice is mailed). Non-routine medical care expense examples include, but are not limited to, all specialty care (on and off site), all off-site care, HIV medications, treatment for Hepatitis C, all emergency transportation and emergency treatment, all durable medical equipment (including prostheses, wheelchairs, glasses, etc.).

2.3 Cost of Transporting Sending County Youth. Sending County agrees to provide for transportation of Sending County's Youth between the Sending County and the Facilities. Additionally, Sending County will reimburse County for any other non-routine or emergency transportation, including travel costs of County if called to testify in Sending County.

2.4 Legal Services for Youth. Sending County shall be responsible for the costs of legal services for the youth.

3. Term of Agreement. The term of this Agreement shall commence on July 15, 2025, and shall terminate on June 30, 2030 unless terminated earlier in accordance with the provisions in 3.1.

3.1 Termination. Notwithstanding any other provision of this Agreement, at any time and without cause, either party to this Agreement shall have the right in its sole discretion, to terminate this Agreement by giving thirty (30) days' written notice to the other party. In the event of such termination, Sending County shall provide transportation for all of its Youth to alternative destinations and shall pay County for all services and expenses rendered prior to the date of termination.

4. Indemnification. To the full extent permitted by law, County and Sending County shall each defend, indemnify and hold harmless each other as well as their respective 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 out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or 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.

5. Insurance. With respect to performance of work under this Agreement, the parties recognize that County and Sending County are both self-insured in whole and/or in part and shall maintain, to the extent not so self-insured, and shall require all of their respective subcontractors and other agents who provide services in connection with this Agreement to maintain, all necessary insurance as described in "Exhibit A," which is attached hereto and incorporated herein by this reference.
6. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed upon agreement by both parties' Chief Probation Officers, in a form approved by both parties' County Counsel.
7. Confidentiality Requirements. The parties and their officers, employees, agents, and subcontractors shall ensure that:
 - 7.1 All records concerning any Youth made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of the services provided herein, except as requested in writing by County or as required by law.
 - 7.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any Youth that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.
 - 7.3 Sending County and its officers, employees, agents, or subcontractors shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered to be "voluntarily" provided. Sending County shall give notice to County of any such court order or subpoena prior to compliance.

- 7.4 Sending County agrees to inform all of its directors, officers, employees, agents, and subcontractors of the provisions of Welfare and Institutions Code section 10850, and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.
- 7.5 With respect to any media coverage, Sending County and its directors, officers, employees, agents, and subcontractors shall comply with all confidentiality requirements as set forth above.
- 7.6 Upon notification from the County, Juvenile Probation records pertaining to Youth shall be sealed in compliance with 786 of the Welfare and Institutions Code.
8. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of County and Sending County.
9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable ground for insecurity arises with respect to the performance of either party, the other may demand, in writing, adequate assurance of due performance, and until such assurance is received it may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide such assurance of due performance as is adequate under the circumstances of the particular case within a reasonable time, but not exceeding thirty (30) days, is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 3.
10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County Probation Department
370 Administration Drive
Santa Rosa, CA 95409
Phone: (707) 565-3810
Attn: ACCOUNTING
Email: ProbationAccounting@sonomacounty.gov

TO: SENDING COUNTY: Napa County Probation
212 Walnut St.
Napa, CA 94559
Attn: Fiscal
Phone: (707) 299-4361
Email: Ferlyn.Buenafe@countyofnapa.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

MISCELLANEOUS PROVISIONS

12. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
13. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Sending County and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Sending County and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
14. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
15. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
16. Applicable Law and Forum. This Agreement shall be construed and interpreted according to

the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

17. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

18. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

19. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

20. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SONOMA COUNTY PROBATION DEPARTMENT

CERTIFICATES OF INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO SUBSTANCE FOR
COUNTY:

Date: _____

Vanessa Fuchs, Chief Probation Officer

SENDING COUNTY DEPARTMENTS

Date: _____

Anne Cottrell, Chair, Board of Supervisors

Date: _____

ATTEST: Neha Hoskins, Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Napa County Counsel
Dated: 7/18/2025

By: /S/ COREY S. UTSUROGI
Corey S. Utsurogi, Deputy

Exhibit A

County of Sonoma Insurance Requirements

With respect to performance of work under this Agreement, Sending County shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Sending County from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Sending County has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Sending County currently has no employees as defined by the Labor Code of the State of California, Sending County agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Sending County maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Sending County.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Sending County is responsible for any deductible or self-insured retention.
- d. County of Sonoma, its Officers, Agents, and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Sending County in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Sending County and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Sending County currently owns no autos, Sending County agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation, Juvenile Hall.

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Sending County agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is:

Juvenile Probation - Department B
7425 Rancho Los Guilicos Road
Santa Rosa, CA 95409

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Sending County shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Sending County's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Sending County fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Sending County resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Sending County, County may deduct from sums due to Sending County any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1378

TO: Board of Supervisors
FROM: John Tuteur, County Assessor
REPORT BY: John Tuteur, County Assessor
SUBJECT: 2025-26 Assessment Roll

RECOMMENDATION

Receive the 2025-26 Property Assessment Roll and discuss. (Fiscal Impact: Increased Revenue; Various Funds; Budgeted; Mandatory)

BACKGROUND

On June 26, 2025, Napa County Assessor-Recorder-County Clerk John Tuteur presented an assessment roll of \$57.5 Billion for the 2025-2026 fiscal year to Auditor Controller Tracy Schulze based on the value of all local property as of January 1, 2025. The roll grew by \$2.3 Billion (4.11%).

“The Napa County local roll had healthy growth in spite of economic headwinds impacting the winegrape and real estate industries,” Tuteur commented. “Our local assessment roll is the fourth highest per capita assessed value of California’s counties with more than 10,000 population just behind San Mateo, Marin, San Francisco and just ahead of Santa Clara.”

All municipalities, except Yountville which declined 2.85%, showed an increase in their assessed value: American Canyon 2.31%, Calistoga 11.29%, the City of Napa 4.84%, Saint Helena 4.12%. The unincorporated area saw an increase of 3.85%. Yountville saw a drop in total assessed value because the assessor office increased the decline in value reduction for most hospitality properties by \$80,318,521 to recognize challenging times for the tourism industry. These reductions overshadowed what would have been a \$40,000,000 increase (2.9%) in the assessment roll.

Approximately \$1 Billion of the \$2.3 Billion increase (43%) comes from the Proposition 13 required 2%

inflationary adjustment which applies to those properties that did not change ownership, had no new construction and were not in a decline in value status. The balance of the 4.11% increase comes from changes of ownership of properties with older Proposition 13 base year values and new construction. Non-residential new construction contributed \$120.5 million or 5% to the total increase.

924 conventional properties have values lower than their Proposition 13 factored base year values. We also placed 1,586 manufactured homes, which represent 86% of all manufactured homes, in a decline in value status after comparing their depreciated value against their Proposition 13 base year value.

Online value notices are now available at MBAP (mptsweb.com) to property owners in a decline in value status; properties with business and farm equipment assessments; agricultural properties under California Land Conservation (Williamson) Act contracts and properties that had construction in progress between January 1, 2024 and December 31, 2024. Notices can be searched by either assessor parcel number or property address.

“I encourage property owners to compare their 2025-2026 value notices to their 2024-2025 property tax bills to understand the nature of the change,” Tuteur said, “For those who have questions about the value shown on their notice please call or e-mail the assessor division for an informal review prior to November 15, 2025. Our staff is available to answer any questions at (707) 253-4459 or john.tuteur@countyofnapa.org”.

Procedural Requirement:

1. Staff report
2. Public comment
3. Discussion

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund, Fire Fund, Library Fund
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Property assessments are valued annually.
Consequences if not approved:	No action requested.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1085

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Meg Ragan, Digital Innovation Officer, and Greg Bown, Interim Chief Technology Officer
SUBJECT: Napa County Artificial Intelligence (AI) Policy

RECOMMENDATION

Adopt a Resolution approving the Napa County Artificial Intelligence (AI) Policy, which provides a framework for the legal, ethical, and responsible use of AI by County departments, employees, contractors, and vendors.
(No Fiscal Impact)

BACKGROUND

AI technologies, including Generative AI (GenAI), present both opportunities and risks to government operations. The proposed policy ensures the County upholds its commitment to ethical governance, privacy protection, and cybersecurity while integrating new technology. This policy outlines permitted uses, restrictions, privacy considerations, and oversight responsibilities. The attached AI Policy references the "Acceptable Use Policy," which is currently referred to as the "Information Technology Use & Security Policy."

Discussion:

- Policy Overview: Countywide Applicability for Staff, Vendors, and Contractors
- Establishes Guardrails for Security, Ethical, and Legal AI Use
- Safeguards Public Trust and County Reputation
- Supports Innovation with Accountability
- Roles and responsibilities of ITS, Departments, and County Counsel

- Next Steps: Audits, establish digital governance committee, and bi-annual policy review

Requested Actions:

1. Receive a presentation on Napa County AI Policy and Procedures, and
2. Adopt a Resolution approving the Napa County Artificial Intelligence (AI) Policy

Procedural Requirements:

1. Staff Report.
2. Public Comment.
3. Motion, second, discussion and vote on item.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This policy is discretionary as it is not required by federal or state mandate; however, it is necessary to mitigate legal, operational, and reputational risks associated with unregulated AI use.
Future fiscal impact:	Possible minimal administrative costs for training and monitoring, which are expected to be absorbed within existing departmental budgets.
Consequences if not approved:	Without a clear AI policy, departments may engage in inconsistent or risky use of AI tools, exposing the County to cybersecurity threats, privacy violations, legal liability, and reputational harm.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, ADOPTING COUNTY POLICY MANUAL PART I:
SECTION 31F, NAPA COUNTY ARTIFICIAL INTELLIGENCE POLICY,
EFFECTIVE JULY 29, 2025**

WHEREAS, Artificial Intelligence (AI) is the simulation of human intelligence processes by machines, especially computer systems that are used to perform tasks that could act and learn in such a way that can simulate human intelligence; and

WHEREAS, AI adoption can be done in a responsible, ethical, and secure manner that supports innovation and departmental operations, while providing a consistent framework to manage risks, protect data, and build public trust as AI use rapidly evolves; and

WHEREAS, the purpose of this policy is to ensure legal and ethical use of AI technology by Napa County employees, contractors and vendors by providing definitions, establishing use restrictions, outlining confidentiality and security expectations, and establishing roles and responsibilities;

WHEREAS, the Board of Supervisors wishes to establish a policy which provides responsible, transparent AI governance.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby adopts County policy Manual Part I: Section 31F, Napa County Artificial Intelligence Policy, as set forth in Exhibit “A,” effective July 29, 2025.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
held on the _____ day of _____, _____, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ANNE COTTRELL, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan Fitzgerald</u> Deputy County Counsel</p> <p>Date: <u>July 22, 2025</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"

NAPA COUNTY ARTIFICIAL INTELLIGENCE POLICY

I. STATEMENT OF POLICY

The purpose of Napa County's Artificial Intelligence (AI) policy is to ensure legal and ethical use of AI technology. The policy below defines acceptable and prohibited uses, while the Napa County AI procedure outline employee, contractor and vendor obligations related to the use or development of AI models and applications.

A. Policy Context and Definitions

1. Artificial Intelligence (AI) — Artificial intelligence is the simulation of human intelligence processes by machines, especially computer systems that are used to perform tasks that could act and learn in such a way that can simulate human intelligence.
2. Cybersecurity: The use of AI tools may introduce new opportunities for cyber attacks. Individuals or groups can manipulate large language models (LLMs) for unethical, political or illegal purposes, including to access and/or compromise data they shouldn't, including personal or sensitive information.
3. Confidentiality and privacy: Confidential and sensitive information, including client, employee, or others' personal data entered into publicly available Generative AI applications may leave residue inside the model that can become part of an output elsewhere, or used to (re)train new models. Thus, any customer or employee's personal information, proprietary information or intellectual property, or otherwise confidential information entered into the prompt may appear in other users' output.
4. Generative AI (GenAI) An artificial intelligence technology that derives new versions of text, audio, or visual imagery from large bodies of data in response to user prompts. GenAI can be used in stand-alone applications, such as ChatGPT or Bard, or incorporated into other applications, such as Microsoft Bing or Microsoft Office Suite. If you have any questions about what constitutes AI, please contact Napa County Information Technology Department through the ITS help desk.
5. "Hallucinations": The term adopted by the GenAI community to describe how models will, from time to time, provide fictitious answers. The issue is not simply that the answers are wrong, it is that they are confident and convincing. Society has developed an endemic automation bias by which humans favor suggestions from automated decision-making systems blindly, often ignoring their own better judgment. Using output from GenAI tools without reviewing it for accuracy places the County at risk and may harm Napa County's reputation with the public and employees.
6. Intellectual property: GenAI models are often trained on large, publicly available datasets (e.g., through data extraction of public webpages). The outputs may therefore contain copyrighted information, or others' intellectual property. While ownership in many of these cases is unclear, users should err on the side of caution and not use any output that contains material they suspect to be under copyright protection in any materials, internal or externally facing.
7. Model bias: GenAI tools incorporate any biases of the data sets that were used to train them. This modeling bias may not always align with Napa County's core values. Therefore, model output may make systematic errors or favor certain groups, leading to unfair or discriminatory outcomes.
8. Protected Health Information (PHI): Individually identifiable health information which may include demographic data referring to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and provides a reasonable basis to believe it can be

used to identify the individual. Individually identifiable health information includes many common identifiers (e.g., name, address, birth date, Social Security Number).

9. **Personal Identifiable Information (PII):** Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media. This information can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked to the individual
10. **Criminal Justice Information (CJI):** Encompasses a wide range of sensitive data elements that must be protected in accordance with the FBI's Criminal Justice Information Services (CJIS) Security Policy. These elements include biometric data (such as fingerprints, facial recognition data, and iris scans), identity history information (including names, dates of birth, Social Security Numbers, and other government-issued identifiers), and criminal history record information (such as arrest records, charges, convictions, and sentencing details). Additional sensitive components include case and incident data, court dispositions, warrants and wanted person information, protective orders, gang and terrorist watchlist entries, and location data related to individuals under supervision or investigation.
11. **Third-party risk:** Data sent by Napa County to third parties could be used in the third party's GenAI tools. Technology/software usage must follow the ITS verification and security approval process.

II. Purpose of Policy

A. To Establish Appropriate Use and Security Guidelines

The purpose of Napa County's Artificial Intelligence (AI) policy is to ensure legal and ethical use of AI technology. The policy below defines acceptable and prohibited uses, while the Napa County AI procedure outline employee, contractor and vendor obligations related to the use or development of AI models and applications.

This policy applies to all parties — including, but not limited to, employees, contractors, directors, and third parties — who have access to critical or high-risk systems or customer/employee personal information (PI). It governs the use of Generative AI (GenAI) applications or the development of GenAI models, whether internal, third-party, or publicly available.

This policy applies to the use of such applications on both County-issued devices and personal devices when used for work-related purposes.

B. To Provide Notice Regarding Expectation of Privacy

This Policy is also intended to notify employees that their use of AI technology is subject to the Acceptable Use Policy and that it is not confidential or private. The Napa County Acceptable Use policy provides that the County reserves the right to access and monitor employee use of the County's Information Systems as well as any stored information, created or received by County employees. The reservation of this right is to ensure that the County's Information Systems are used securely and appropriately in an ethical and lawful manner.

C. Applicability of This Policy to Other County Information Systems Users

Persons providing services to the County under a contract — including vendors and others who use the County's information systems while performing their duties — are required to comply with this policy and will be held accountable if found in violation of this policy.

III. Policy Statements

For any use of AI applications, employees must adhere to the following:

A. Use Restrictions

To maintain the security of our data and IT systems, employees are prohibited from attempting to gain access to unapproved AI services when using County devices, systems or networks, conducting business on behalf of the County, or when using County data.

To avoid potential misuse, data leaks or security incidents:

- **Do** obtain department head approval to ensure that AI services meets the standards for use within your operational area before requesting ITS perform a third-party security review for approved use.
- **Do** comply with all department procedures and Napa County policies related to AI, technology use, data confidentiality, privacy and security.
- **Do** review all AI-generated output produced in response to your prompts/queries for clarity, accuracy, completeness, and relevance before using or sharing it. Always apply human judgment to ensure AI-generated output aligns with your intended purpose, reflects organizational values, and complies with applicable policies and regulations.
- **Do not** use Napa County Employee IDs as a login to publicly available AI applications.
- **Do not** enter input or expose PHI or PII into AI services that are not explicitly approved and compliant with data privacy laws, Napa County's policies, and organizational data security requirements.
- **Do not** purchase or install non-approved applications, Application Programming Interfaces (APIs), plug-ins, connectors, or software related to AI systems.
- **Do not** implement or use in any way code generated by GenAI on County systems except where explicitly authorized by the Chief Information Security Officer.

B. Confidentiality

To maintain the confidentiality of the County's sensitive information, including but not limited to employee and customer personal information, the County's intellectual property, and copyrighted material, employees and contractors must only share information with approved personnel, and only input sensitive information into approved AI systems.

To maintain confidentiality:

- **Do not** input or otherwise grant access to non-approved systems or applications.
- **Do not** enter any information regulated under HIPAA, CJIS, PCI DSS or PII of employees, customers, or other third parties into any AI service that has not been explicitly approved for that purpose by the Napa County ITS Department.

C. Copyright and Intellectual Property

To protect the County from claims against copyright infringement and/or theft of intellectual property:

- **Do** ensure that content or assets generated, uploaded, or used in AI services complies with copyright laws and respects intellectual property rights to protect the County from potential claims of infringement or misuse.
- **Do** check with your supervisor or department head if you have questions about whether your use of AI services complies with copyright laws and respects intellectual property rights; elevate questions to County Counsel as necessary.

D. Napa County Policy Compliance

To protect County employees and clients from harm, and to protect the County from reputational damage, employees must use AI pursuant to Napa County's AI policy, departmental AI procedures, and the Acceptable Use policy.

AI-created content that is inappropriate, discriminatory or otherwise harmful to our employees or clients/customers must not be used for work purposes. Such use will result in disciplinary action, up to and including termination. To protect our employees, clients/constituents, and the County:

- **Do** obtain Napa County ITS approval for AI services to ensure it meets the standards for use.
 - **Do** obtain department head approval to ensure it meets the standards for use within your subject matter's operational area.
 - **Do** manually review the output of AI applications to make sure it meets County standards for principles of equity, ethics, and appropriateness.
 - **Do not** use any output that discriminates against individuals on the basis of race, color, religion, sex, national origin, age, disability, marital status, political affiliation or sexual orientation.
 - **Do not** use GenAI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.
- E.** All employees and contractors are expected to comply with applicable laws, regulations, or County policies regarding the use or development of GenAI content or tools.
- F.** All employees are expected to report instances of unapproved compliance with this policy to their supervisor, manager and/or department head. For usage of AI technology that has not been approved by the Napa County ITS department, report to your department head. The department head will escalate to the Napa County ITS department. Employees are encouraged to speak up when they witness misconduct. Employees who report misconduct or concerns in good faith will be protected from retaliation.

IV. Monitoring

Napa County reserves the right to access and monitor the use of AI applications on any County-issued devices or that appears on County managed networks to ensure compliant use of these systems.

V. Roles & Responsibilities

1. The Napa County Technology Officer (CTO) is responsible for directing Napa County's technology resources, policies, projects, services, and coordinating the same with other County departments.
2. The CTO shall designate the Chief Information Security Officer (CISO), or equivalent to actively ensure AI systems are used in accordance with Napa County Information and System Security Policy, or applicable policy.
3. Departments have the authority to impose additional restrictions on AI usage, provided those restrictions do not conflict with this policy.
4. Departments are responsible for ensuring that AI service usage aligns with the department's service operations, maintains service integrity, and complies with all applicable County policies and regulatory requirements.
5. Departments are responsible for data processing practices.
6. The CTO is responsible for overseeing the enterprise digital privacy practices, and responsible usage of technology.
7. Napa County departments are responsible for adhering to this policy and any updates, as well as department-specific AI procedures, and must review compliance with these documents at least annually.

8. County Counsel is responsible for advising of any legal issues or risks associated with AI systems usage by or on behalf of Napa County departments.
9. The CTO may, at its discretion, inspect the usage of AI systems and require a department to alter or cease its usage of AI systems or a partner's usage of AI systems on behalf of the department.
10. Departments are responsible for overseeing department procurement of AI systems and requiring vendors to comply with Napa County Information Technology privacy and security requirements.

VI. Enforcement

County personnel who violate this policy may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-County personnel, including, without limitation, contractors, may be subject to termination of contractual agreements, denial of access to County IT resources, and other actions as well as both civil and criminal penalties.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 7/29/2025

File ID #: 25-1374

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (2 matters)